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

March 7, 2012

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

****Convene Regular Meeting 10:15 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

AGENDA

Board of Directors
March 7, 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-235/237	**SANBAG v. Orange Show Road Properties, LLC, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1104950**
B-239	**SANBAG v. Orange Show Road Properties, LLC, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1104962**
B-243	**SANBAG v. World Oil Marketing Company,** **San Bernardino County Superior Court Case No. CIVDS 1104963**
B-245	**SANBAG v. F & C Jara Properties Fourth Limited Partnership, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1104964**
B-251	**SANBAG v. Varoujan Hakimian, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1104965**
C-2	**SANBAG v. Vicki L. Thomas, Trustee,** **San Bernardino County Superior Court Case No. CIVDS 1104957**
C-8	**SANBAG v. MG Hospitality, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1103420**
C-18/20 & C22	**SANBAG v. Hospitality LLC, et al.,** **San Bernardino County Superior Court Case Nos. CIVDS 1103202, and 1103205**
C-32	**SANBAG v. Inland Petroleum Products, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1103186**

SANBAG Parcel #	Case Name and Number
C-33	**SANBAG v. Rafaat Ryad Luga, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1103185**
C-39/41, C-40, C-44/46/48/50/52, C-45/47/49/51, C-57, C-58	**SANBAG v. Rancon Realty Fund V Subsidiary LLC, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1103178**
C-71	**SANBAG v. Costco Wholesale Corporation, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1103192**
C80	**SANBAG v. Patrick C. Hsu, et al.,** **San Bernardino County Superior Court Case No. CIVDS 1104955**

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

#3 Conference With Labor Negotiator (Larry McCallon) (Govt. Code Sec. 54957.6)
Unrepresented Employee: SANBAG General Counsel

****CONVENE REGULAR MEETING 10:15 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 – 10:15 a.m. by Mayor Larry McCallon

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 19)
- SCAG Regional Council District 10 Election
  Following SANBAG Board Meeting (12:30 p.m.)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. Possible Conflict of Interest Issues for the Board Meeting of March 7, 2012 Pg. 20

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.

Notes/Actions:

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 47.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 25

3. **January 2012 Procurement Report** Pg. 27

   Receive January 2012 Procurement Report. **William Stawarski**

   This item was received by the Administrative Committee on February 15, 2012.

4. **San Bernardino Associated Governments (SANBAG) Financial Audit** Pg. 29

   Receive the Annual Financial Audit for Fiscal Year 2010/2011 (separate cover). **William Stawarski**

   This item was received by the Administrative Committee on February 15, 2012.

5. **Request for Proposal for Information and Communications Technology (ICT) Services to manage and administer the SANBAG Computer Network** Pg. 39

   Authorize staff to release a Request for Proposal (RFP) No. 12174 for the administration and management of the SANBAG Computer Network. **Duane Baker**

   This item was reviewed and unanimously recommended for approval by the Administrative Committee on February 15, 2012 and has been reviewed and approved as to form by SANBAG's Legal Counsel and Contracts Manager.

6. **SANBAG Board Member Stipends** Pg. 46

   Receive information on SANBAG Board stipends. **Duane Baker**

   This item was reviewed by the Administrative Committee on February 15, 2012.

Notes/Actions:

Consent Calendar Continued....

Regional and Quality of Life

7. Update on Implementation and Development of Inland Empire 511 (IE 511) phone application for smartphones and overall update on the IE 511 system Pg. 48

Receive information on the implementation and development of the IE 511 Application and update on the progress of the Inland Empire 511 system since the last update provided in April 2011. **Duane A. Baker**

This item was received by the Plans and Programs Committee on February 15, 2012.

Subregional Transportation Planning & Programming

8. I-15/Ranchero Road Interchange Funding Plan Pg. 55

1. Approve an allocation of $7,479,000 in State Transportation Improvement Program (STIP) funds; $15,575,582 in Surface Transportation Program (STP) funds; $10,538,655 in Major/Local Highway (MLH) funds; and $10,538,655 in State/Local Partnership Program (SLPP) funds to the I-15/Ranchero Road Interchange project in the City of Hesperia.

2. Direct SANBAG staff to negotiate a new project funding agreement with the City of Hesperia to replace Cooperative Agreement C08156 to provide for the Development Impact fair share of the project costs. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on February 17, 2012.

Project Development

9. Interstate 15/Ranchero Road Interchange Project Pg. 58

1. Establish a new task number 0890 for the Interstate 15/Ranchero Road Interchange Project and budget $100,000 of Measure I Victor Valley Major Local Highway funds.

2. Authorize staff to release Request for Proposal (RFP) No. C12218 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Interstate 15/Ranchero Road Interchange Project. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on February 17, 2012. SANBAG Legal Counsel and Contracts Manager have approved this item as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

10. Board Resolution RES12-006 for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Pg. 97

Approve Resolution RES12-006 to indemnify the California Department of Transportation (Caltrans) for liabilities associated with the Right-of-Way (ROW) Certification 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 February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Resolution as to form.

11. South Milliken Avenue and Union Pacific Railroad Los Angeles Line Railroad Grade Separation in the City of Ontario Pg. 104

Approve Amendment No. 1 to Project Funding Agreement No. C10093 with the City of Ontario for Plans, Specifications, and Estimates (PS&E) Services for the Rail-Highway Grade Separation Project at S. Milliken Avenue for an increase of $440,000 and a revised not-to-exceed SANBAG contribution of $3,796,000, and for a new expiration date of 6/30/2013 to comply with SANBAG's Contracting and Procurement Policy 11000. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the agreement as to form.

12. Interstate 215 (I-215)/Barton Road Interchange, Plans, Specifications, & Estimates (PS&E) Phase Pg. 114

Direct staff to negotiate with the California Department of Transportation (Caltrans) to discuss the potential of having Caltrans undertake all tasks associated with the preparation of the Plans Specifications and Estimate (PS&E) on the I-215/Barton Road Interchange project. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 9, 2012.

13. Interstate 10 (I-10) Westbound Lane Addition Construction Pg. 117

Approve Amendment No. 2 to Contract C08002 with CH2M Hill at no additional cost to extend the period of performance to June 30, 2014 for design support as needed through the construction phase of the I-10 Westbound Lane Addition Project. **Garry Cohoe**

This item was reviewed and recommended for approval (14-0-1; Abstained: Gonzales), by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

14. Right-of-way Appraisals and Acquisitions for the Palm Avenue Grade Separation Project Pg. 122

1. Approve appraisals on properties needed for the Palm Avenue Grade Separation project listed in Attachment "A" of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of parcels needed for the Palm Avenue Grade Separation Project as listed in Attachment "A" at a not-to-exceed aggregate total of $2,000,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for required properties identified in Attachment "A" for construction of the Palm Avenue Grade Separation Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). **Garry Cohoe**

This item was reviewed and recommended for approval (14-0-1; Abstained: Gonzales), by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed this item and attached items as to form.

15. Devore Interchange Right-of-Way Cooperative Agreement Amendment Pg. 149

1. Approve Amendment No. 1 to right of way Cooperative Agreement No. C11103 with Caltrans for the I-15/I-215 Devore Junction Goods Movement Project for execution of the entire right of way phase of the project, and increases the funding commitment by $47,853,825 for a revised Not-To-Exceed Amount of up to $50,353,825 in Measure I 2010-2040 Cajon Pass funds.

2. Authorize a contract term through December 31, 2019 for Cooperative Agreement No. C11103, 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 February 9, 2012 and the Mountain Desert Committee on February 17, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Amendment as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

16. State Route 210 (SR-210) Lane Addition from Highland Avenue to Interstate 10 (I-10) Project Approval & Environmental Document Phase Pg. 176

Approve Cooperative Agreement C12148 with the California Department of Transportation (Caltrans) for the Project Approval & Environmental Document (PA&ED) Phase of the State Route 210 Lane Addition Project from Highland Avenue to Interstate 10. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Project Committee on February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Agreement as to form.

17. On-Call Right of Way Service Contract with Overland Pacific Cutler, Inc. Pg. 201

Approve Amendment No. 2 to Contract No. C10027 with Overland Pacific Cutler, Inc. for Right-of-Way Acquisition Services including Acquisition, Appraisal, Right-of-Way Engineering, Surveying, and Other Specialty Professional Services on an as-needed basis increasing the contract amount by $585,000.00 for a new not-to-exceed amount of $3,185,000.00. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this amendment as to form.

18. Property appraisals, rights, and acquisitions for voluntary purchase of properties necessary for the Lenwood Road Grade Separation project Pg. 209

1. Authorize the Executive Director to sign the Purchase and Sale Agreements identified in Attachment "B" for required properties previously approved by SANBAG Board of Directors in Attachment "A".

2. Authorize the Executive Director to sign the permanent and temporary construction easements identified in Attachments "C" and "D", to sign Agreements for Possession and Use identified in Attachment "E", and to sign Right of Entry Grants identified in Attachment "F", all for construction of the Lenwood Road Grade Separation Project. **Garry Cohoe**

This item was reviewed and recommended for approval (9-0-2; Abstained: Derry and Rutherford), by the Mountain/Desert Policy Committee on February 17, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved as to form.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail

19. Downtown San Bernardino Passenger Rail Project Plan Review Purchase Order Pg. 236

Approve an increase to Purchase Order 4000703 with Bureau Veritas North America, Inc. in the amount of $26,980 for a new not-to-exceed total of $75,000. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed and approved by SANBAG General Counsel and SANBAG Contracts Manager.

20. Amendment to the Expenditure Plan for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Pg. 240

Approve the amendments to the Expenditure Plan for the remaining Proposition 1B PTMISEA funds as identified in Attachment 1. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed and approved by SANBAG General Counsel and SANBAG Contracts Manager.

21. Contract No. C12077 – A/E Services for the San Bernardino Transit Center Omnitrans Bus Facility Pg. 245

1. Approve award of Contract C12077 to HDR Engineering, Inc. for architectural and engineering services, inclusive of project management, right-of-way location and acquisition, survey and title work, environmental clearances, including CEQA and NEPA compliance as well as traffic studies, geotechnical work; hydrology work, and landscaping of the Omnitrans bus facility at the San Bernardino Transit Center in the Not-To-Exceed amount of $2,620,180.

2. Approve contingency for Contract C12077 to HDR Engineering, Inc. for architectural and engineering services, inclusive of project management, right-of-way location and acquisition, survey and title work, environmental clearances, including CEQA and NEPA compliance as well as traffic studies, geotechnical work; hydrology work, and landscaping of the Omnitrans bus facility at the San Bernardino Transit Center in the amount of $253,521 and authorize the Executive Director, or designee, to release contingency as necessary to complete the project. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed by SANBAG's Contracts Manager and SANBAG Counsel.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

22. Amendment No. 1 to Contract No. 10209 with AMMA Transit Planning Pg. 286

Approve Amendment No. 1 to Contract No 10209 with AMMA Transit Planning, in the amount of $30,000 increasing the not-to-exceed amount to $330,000. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed and approved by SANBAG General Counsel and SANBAG Contracts Manager.

23. Amendment No. 1 to Contract No. C11044 with AECOM USA, Inc. Pg. 292

Approve Amendment No. 1 to Contract No 11044 with AECOM USA, Inc. extending the contract end date to June 30, 2013 for Comprehensive Operational Analysis of Omnitrans at no additional cost to SANBAG. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed by SANBAG General Counsel and Contracts Manager.

24. Transportation Development Act Triennial Performance Audits Pg. 297

Award Contract No. C12100 to PMC for Transportation Development Act Triennial Performance Audits in an amount not-to-exceed $123,976. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed by SANBAG Contracts Manager and SANBAG Counsel.

25. Unmet Transit Needs Public Hearings and Findings Pg. 305

1. Adopt Resolution R12007 of the San Bernardino County Transportation Commission Unmet Transit Needs Findings

2. Review the testimony from the September and October 2011 Unmet Transit Needs Public Hearings. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

26. Award Increase of Federal Transit Administration (FTA) Section 5316 – Job Access Reverse Commute (JARC) and Section 5317 – New Freedom (NF) Grant Program for Omnitrans and 211 San Bernardino Pg. 317

Increase programming of JARC dollars in the new amount of $138,701 and NF dollars in the amount of $46,234, respectively were awarded to Omnitrans and 211 San Bernardino for a new grand total of $184,935. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee meeting on February 16, 2012. This item has been reviewed by SANBAG Contracts Manager and SANBAG Counsel.

27. Request for Proposal (RFP) for Professional Auditing Services for Transportation Development Act (TDA), Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA), California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF) and Measure I Local Pass-Through Pg. 318

1. Authorize and approve release of Request for Proposal 12-194 Professional Auditing services for Transit Providers.

2. Authorize and approve release of Request for Proposal 12-195 Professional Auditing services for Local Jurisdictions. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the RFP and contract as to form.

Transportation Programs & Fund Administration

28. San Bernardino County 2013 Regional Transportation Improvement Program (RTIP) and Resolution of Fiscal Constraint Pg. 330

1) Approve 2013 Regional Transportation Improvement Program as shown in Attachment 1 to be submitted to Southern California Association of Governments (SCAG) for inclusion in the 2013 Federal Transportation improvement Program (FTIP);

2) Adopt Resolution No. 12005, certifying that San Bernardino County has resources to fund the projects in Fiscal Years 2012/2013 through 2017/2018 Transportation Improvement Program, and affirming its commitment to implement all projects in the program. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on February 15, 2012.

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Administration (Cont.)

29. 2012 Corridor Mobility Improvement Account (CMIA) Information Update Pg. 427

Receive information updates on the current Corridor Mobility Improvement Account (CMIA) delivery status and associated funding opportunities. **Garry Cohoe**

This item was reviewed by the Plans and Programs Committee on February 15, 2012.

30. Allocation Planning Proposal for Fiscal Year 2012-2013 Pg. 429

Receive information on the allocation planning proposal for SANBAG's capital project budgeting for Fiscal Year 2012-2013. **Steve Smith**

This item was received by the Major Projects Committee on February 9, 2012 and the Mountain/Desert Committee on February 17, 2012.

31. Letter of No Prejudice (LONP) for the I-10 Cherry Interchange Pg. 439

1. Approve Suspension of Letter of No Prejudice (LONP) for I-10 Cherry Interchange Project.

2. Direct staff to find replacement projects to receive de-obligated federal funds from I-10 Cherry Interchange project based on the following criteria:

   a. Funds must be used for construction;
   b. Funds must be obligated before August 2012;
   c. Project listed in the 10-Year Delivery Plan funded with significant public Share; and
   d. Federal funds will offset public share of project cost. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on February 15, 2012.

32. Development Mitigation Annual Report for Fiscal Year Ending June 30, 2011 Pg. 443

Receive information on the Development Mitigation Annual Report for fiscal year ending June 30, 2011. **Ty Schuiling**

This item was received by the Plans and Programs Committee on February 15, 2012.

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Administration (Cont.)

33. Foothill Boulevard/5th Street Bus Rapid Transit Corridor Funding and Memorandum of Understanding (C12184) with Southern California Association of Governments (SCAG) Pg. 446

1. Approve a Memorandum of Understanding (MOU), C12184 between SCAG and SANBAG for the study entitled Integrated Transit and Land Use Planning for the Foothill Boulevard/5th Street Bus Rapid Transit Corridor.

2. Approve an increase of $200,000 in the SANBAG Fiscal Year 2011-2012 budget, for Task 40412000, using $200,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds as a match for the $200,000 received from the Caltrans Statewide or Urban Transit Planning grant.
Steve Smith

This item was unanimously recommended for approval by the Plans and Programs Committee on February 15, 2012. The Memorandum of Understanding has been reviewed by SANBAG Counsel and by SANBAG Contracts Manager.

DISCUSSION ITEMS

Program Support/Council of Governments

34. State and Federal Legislative Update. Pg. 472

1. Receive presentation by SANBAG President Larry McCallon, Vice President Janice Rutherford, Supervisor Brad Mitzelfelt and Mayor Patrick Morris on last month's Washington D.C. visit.

2. Receive presentations by Steve Palmer, SANBAG's Federal advocate, and Mark Watts, SANBAG's State advocate. **Eric Haley**

This item has not received prior committee review.

35. City Participation in San Bernardino County Interagency Council on Homelessness and the Homeless Partnership Pg. 491 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.

Administrative Matters

36. Announcement of vacancies on Southern California Association of Governments (SCAG) Policy Committees Pg. 509

Note three vacancies on Southern California Association of Governments (SCAG) committees. There is one vacancy on the Community, Economic and Human Development Committee and two vacancies on the Energy and Environment Committee. **Duane Baker**

This item has received no prior committee review.

Notes/Actions:

Discussion Items Continued....
Administrative Matters (Cont.)

37. Interim Executive Director Employment Contract Pg. 511

Approve Amendment No. 2 to Employment Contract No. 12088 with Interim Executive Director William T. Schuiling. **Mayor Larry McCallon**

This item is scheduled for review by the Board of Directors on March 7, 2012 and has not had prior policy committee review.

38. Executive Director Employment Contract Pg. 515

Approve Employment Contract with New Executive Director. **Mayor Larry McCallon**

This item is scheduled for review by the Board of Directors on March 7, 2012 and has not had prior policy committee review.

39. General Counsel Employment Contract Pg. 516

Approve Employment Contract for SANBAG General Counsel. **Mayor Larry McCallon**

This item is scheduled for review by the Board of Directors on March 7, 2012 and has not had prior policy committee review.

40. Resolution No. 12-008, Issuance of the 2012 Sales Tax Revenue Bond and Designating the Underwriter and Printer Pg. 517

1. Approve Resolution authorizing the issuance and sale of not to exceed $125,000,000 aggregate principal amount of San Bernardino County Transportation Authority sales tax revenue bonds (limited tax bonds), the execution and delivery of an indenture, supplemental indenture, escrow agreement, amendment to state transactions and use tax agreement, purchase contract, official statement and continuing disclosure agreement and the taking of all other actions necessary in connection therewith;

2. Designate Barclays Capital, as Senior Manager, and Bank of America, Goldman Sachs, Citi and De La Rosa & Co. as Co-Managers for bond underwriting services; and

3. Designate Financial Printer Resource, Inc. for printing services. **William Stawarski**

This item was unanimously recommended for approval by the Major Projects Committee on February 9, 2012, the Administrative Committee on February 15, 2012, and the Mountain/Desert Committee on February 17, 2012 (9-0-1/abstained: Derry).

Notes/Actions:

Discussion Items Continued....

Project Development

41. Hunts Lane Grade Separation Project Easement Pg. 527

Approve assignment of easements to SCE in the City of Colton within parcels APN 164-391-25, 164-391-01, and 164-391-24 based on attached grant of easement or equivalent instrument. **Garry Cohoe**

This item will be reviewed by the SANBAG Board on March 7, 2012. The SANBAG Major Projects Committee approved taking this item directly to Board at its February 9, 2012 meeting. SANBAG Legal Counsel has reviewed and approved the document as to form and will confirm approval of the final document prior to Board President signature.

42. Award Construction Contract No. C11184 for Hunts Lane Grade Separation Project Pg. 534

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. **Garry Cohoe**

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

43. Interstate 15 (I-15) Corridor Project Pg. 577

1. Award Contract No. C11081 to Parsons Brinkerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed $863,000.

2. Approve a contingency amount of $86,300 and authorize the Executive Director, or designee to release contingency as required for the project.

3. Approve Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed $102,500. **Garry Cohoe**

This item was reviewed and approved (9-4-2; Opposed: Rigsby, Stanckiewitz, Tahan, and Yates; and Abstained: Derry and Gonzales), by the Major Projects Committee on February 9, 2012; and recommended for approval (10-0-1; Abstained: Mitzelfelt), by the Mountain/Desert Committee on February 17, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved these agreements as to form.

Notes/Actions:

Discussion Items Continued.....

Regional and Quality of Life

44. Cooperative Agreement with Orange County Transportation Authority (OCTA) for the reimbursement of Call Box (CB) Call Answering Center (CAC) Services Pg. 611

1. Recind Board action of December 7, 2011 approving Agreement R12140 with OCTA for the reimbursement of Call Box Call Answering Center services with an end date of June 30, 2018.

2. Approve Agreement R12140 with OCTA for the reimbursement of Call Box Call Answering Center services with a revised end date of January 1, 2018. **Duane A. Baker**

This item has had no previous Committee Review. SAFE General Counsel and Contracts Manager have reviewed and approved this item.

Transit/Commuter Rail

45. Sole Source Purchase Order for Transit Operating and Performance Reporting System Maintenance and Support Agreement Pg. 627

1. Approve Sole Source Purchase Order No.4000777 with TransTrack Systems for the renewal of a Maintenance and Support Agreement for computer tracking of Transit Operating and Performance Reporting System in the amount of $12,000

2. Authorize the SANAB Executive Director to enter into purchase order 4000777 for Transit Operating and Performance Reporting System Maintenance and Support Agreement, and to renew this PO annually until the cumulative total reaches the Executive Director's authority of $50,000 under SANBAG Policy 11000. **Mitch Alderman**

This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee meeting on February 16, 2012. This item has been reviewed by SANBAG Contracts Manager and SANBAG Counsel.

46. Release of Invitation-For-Bid IFB C12217 Pg. 631

1. Approve the Eastern Maintenance Facility Expansion plans and specifications: and

2. Authorize the release of Invitation For Bid (IFB) C12217 to obtain construction bids for the expansion of the Southern California Regional Rail Authority's Eastern Maintenance Facility (EMF) pending final review and approval of SANBAG Legal Counsel and Contracts Manager. **Mitch Alderman**

This item was approved by the Commuter Rail and Transit Committee on February 16, 2012. This item has also been reviewed by SANBAG's Contracts Manager and SANBAG Counsel.

Notes/Actions:

Other Matters

47. Consent Calendar Items Pulled for Discussion

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

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
South Coast Air Quality Management Report — Pg. 633
Mayor Dennis Yates
Mobile Source Air Pollution Reduction Review Committee
Council Member Gwenn Norton-Perry (*No Report This Month*)
SCAG Committees — Pg. 634
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications
SANBAG Policy Committees — Pg. 635
Acronym List — Pg. 641

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 and Rules of Conduct

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...
March 2012

SANBAG Meetings – Scheduled:			
Administrative Committee	Mar. 14	9:00 a.m.	The Super Chief
Major Projects Committee	Mar. 15	9:00 a.m.	The Super Chief
Commuter Rail & Transit Committee	Mar. 15	10:00 a.m.	The Super Chief
Mountain/Desert Committee	Mar. 16	9:00 a.m.	Town of Apple Valley
Plans and Programs Committee	Mar. 21	12:00 noon	The Super Chief

Other Meetings/Events:			
Public Information Meeting for I-10/Citrus & I-10 Cherry Interchanges	Mar. 1	6:30 – 8:00 p.m.	Open House Forum at Jurupa Hills HS, Fontana
Southern California Transportation and Logistics Summit	Mar. 9	8 a.m. – 2:30 p.m.	Ontario Airport Doubletree Hotel
Joint Groundbreaking Ceremony for I-10/Citrus & I-10/Cherry Interchanges	Mar. 23	11:00 a.m.	City of Fontana location TBD

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

CalenMar2012-jd

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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: March 7, 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 SANBAG 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, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

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

PARCEL	POTENTIAL CONFLICTS OF INTEREST
B-235/237	ORANGE SHOW ROAD PROPERTIES, LLC, a California limited liability company
B-239	ORANGE SHOW ROAD PROPERTIES, LLC, a California limited liability company; SB OIL, INC., a California corporation

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203z-gc

B-243	WORLD OIL MARKETING COMPANY, a California corporation (Officers/Directors: Bernard B. Roth; Toshiko G. Chan; Robert S. Roth; Florence Roth; Richard N. Roth; Steven F. Roth)
B-245	F & C JARA PROPERTIES FOURTH LIMITED PARTNERSHIP, a California limited partnership; THE JARA MEXICAN FOOD, INC., a Nevada corporation, (Officers/Directors: Francisco J. Jara; Carmen Y. Jara)
B-251	VAROUJAN HAKIMIAN, an individual
C-2	VICKY L. THOMAS, TRUSTEE OF THE VICKY L. THOMAS TRUST
C-8	MG HOSPITALITY ASSOCIATES, a California limited partnership
C-18/20 & C-22	EL TORITO RESTAURANTS, INC., a California corporation (Officers/Directors: Richard Edwin Rivera; Madelaine Louise Morrow; Richard Paul Dutkiewicz)
C-32	INLAND PETROLEUM PRODUCTS, a California corporation (Officers/Directors: James Johnson; Patricia Rieker; Ida Johnson)
C-33	RAFAAT RYAD LUGA, an individual, and dba M & J Union 76
C-39/41, C-40, C-44/46/48/50/52, C-45/47/49/51, C-57, C-58	RANCON REALTY FUND IV, a California limited partnership (Members: Daniel Lee Stephenson); RANCON REALTY FUND V, a California limited partnership (Members: Daniel Lee Stephenson); RANCON REALTY FUND V SUBSIDIARY LLC, a Delaware limited liability company (Officers/Directors: John H. Brink); RANCON REALTY FUND V SUBSIDIARY TWO LLC, a Delaware limited liability company (Officers/Directors: John H. Brink); TRI-CITY CORPORATE CENTRE MAINTENANCE ASSOCIATION NO.1, a suspended California non-profit mutual benefit corporation; SWH CORPORATION, a California corporation, dba MIMI'S CAFÉ (Officers/Directors: Timothy J. Pulido; Roger H. Tefft; Toan (aka Tom) Nguyen; Donald J. Radkoski; Tod P. Spornhauer; Steven A. Davis); SAN BERNARDINO STEAKHOUSE, L.P., a California limited partnership; OFFICE DEPOT, INC., a Delaware corporation (Officers/Directors: Sellathurai Sivakanthium; Steve Odland; Neil R. Austrian; Lee A. Ault III; Justin Bateman; David W. Bernauer; Masha J. Evans; David I. Fuente; Brenda J. Gaines; Myra M. Hart; W. Scott Hedrick; Kathleen Mason; James S. Rubin; Raymond Svider)
C-71	COSTCO WHOLESALE CORPORATION, a Washington corporation (Officers: Walter Craig Jelinek; Joel Benoliel; Richard A. Galanti)
C-80	PATRICK C. HSU, an individual; WENSUNG HSU, an individual

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
13	C08002-02	CH2M Hill *Alicia Cannon*	PB/Associated Engineers AECOM/ Boyle Engineering Corporation STB Landscape Architects, Inc.
	APN #		
14	0262-051-02 0266-021-17 0266-021-18 0266-021-32 0266-021-39 0266-021-44 0266-041-22 0266-041-62 0266-041-69 0266-041-70 0266-011-13	San Bernardino Co. Flood Control District San Bernardino Universal Self Storage LLC " " " Wallace M. And Kathryn G. Francis Fred G. Walter and Son Palm Avenue SB LLC Gaelle II, LLC Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust Atchison, Topeka & Santa Fe Railway Company (BNSF Railroad)	
	Contract No.		
17	C10027-02	Overland Pacific Cutler, Inc. *Joey Mendoza*	None
	APN #		
18	0421-133-18 0421-172-12 0421-172-13 0421-181-04 0421-181-08 0421-181-10 0421-181-11 0422-011-04 0422-011-05 0422-011-06 0422-011-12 0422-011-13	Mary C. Baker Clayton A. Carmean & Albert H. and Rita K. Vogler Virginia Villanueva Hudson Family Trust Lawrence W. and Beverley A. Watson Michael and Hillary Gilson (Trust) Chong Nam & Young Ja Yim William A. Divine (Trust) and June F. Divine (Trust) " Meteor Finance, Apple Valley , CA (No Principal could be contacted)	

	0422-041-07 0422-042-12 0497-131-57 0497-131-58 0497-131-59 0497-131-31 0497-131-52 0497-131-64 0422-043-05 0422-043-06 0422-043-07 0422-043-08 0422-043-30 0422-012-12 0422-012-13 0497-131-65 0971-142-25 0497-142-26 0422-012-09 0422-012-11 0422-012-22 0497-142-21 0422-043-31	Nabil and Janet Razzouk (Family trust) Naji Y. Razzouk (Family trust) William J. and Joyce L. Helmer " Carroll Fulmer Management Co, Inc. Groveland, FL (No Principal could be contacted) Compass Bank, Irvine, CA (No Principal could be contacted) Warren O. Wallis Donald E. Stankavich (Trust) and Claramae Stankavich (Trust) Mona L. Young " " " Mark Rodarte Linda J. Hargon " Nancy Brown (Trust) Richard Bowers (Trust) Wilbur W. Gassaway (Trust) and Elaine F. Gassaway (Trust) Daniel Gallardo " " Hong Thanh P. Helton 1995 Family Trust	
	Contract No.		
19	P04000703	Bureau Veritas North America *Bradley Waldrop, PE*	N/A
21	C12077	HDR Engineering, Inc. *Robert Sanik, Project Manager*	BASE +Birge Engineering Group Delta Consultants, Inc. ICF Jones & Stokes Iteris Joanna Capelle Consulting PAC Engineering Project Design Consultants ROC Solid Energy Westbound Communications
22	C10209-1	AMMA Transit Planning, *Heather Menninger, Principal*	N/A

23	C11044-1	AECOM USA, Inc., *David Sampson*	N/A
24	C12100	PMC *Philip Carter, President*	CH2MHill *Janet Galleggos, Vice President* *Patti Post, Principal*
40	N/A	Barclay's Capital *John McCray-Goldsmith, Director* Bank of America *Grace Barvin, Director* Goldman Sachs *Tim Romer, Managing Director* Citi *Christopher Mukai, Managing Director* Del La Rosa & Company *Raul Amezcua, Principal* Financial Printer Resource, Inc. *Cheryl Granger*	None
42	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
43	C11081	Parsons Brinkerhoff *Doug Sawyer*	RBF Consulting Overland Pacific Cutler Iteris Leighton Group
45	P04000777	TransTrack Systems *Mary Sue O'Melia, President*	N/A

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

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

BRD1203z-gc

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	X										
Brad Mitzelfelt Board of Supervisors	X	X										
Janice Rutherford Board of Supervisors	X	X										
Josie Gonzales Board of Supervisors	X	X										
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011	X										
Cari Thomas City of Adelanto	X	X										
Rick Roelle Town of Apple Valley	*	X										
Julie McIntyre City of Barstow	X	X										
Bill Jahn City of Big Bear Lake	X	X										
Dennis Yates City of Chino	X	X										
Ed Graham City of Chino Hills	X	X										
Sarah Zamora City of Colton	X	*										
Michael Tahan City of Fontana	X	X										
Walt Stanckiewitz City of Grand Terrace	X	X										
Mike Leonard City of Hesperia	X	X										

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

brdatt12

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	X										
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X										
Paul Eaton City of Montclair	X	X										
Edward Paget City of Needles	X	X										
Alan Wapner City of Ontario	X	X										
L. Dennis Michael City of Rancho Cucamonga	X	X										
Pete Aguilar City of Redlands	X	X										
Ed Scott City of Rialto	X	X										
Patrick Morris City of San Bernardino	X	X										
Jim Harris City of Twentynine Palms	X	X										
Ray Musser City of Upland	X	X										
Ryan McEachron City of Victorville	X	X										
Dick Riddell City of Yucaipa	X	X										
George Huntington Town of Yucca Valley	X	X										
Ray Wolfe Ex-Official Member	X	X										

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

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
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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brdatt11

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

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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: March 7, 2012

Subject: January 2012 Procurement Report

Recommendation:* Receive January 2012 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 January 2012.

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 February 15, 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.
BRD1203a-ws
ISF12

January 2012 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	$ Amount
4000758	12/15/11	Source Graphics	Revise purchase order by $615.11. Previous approved purchase order amount is $7,688.92. Purchase HP Designjet T2300ps PostScript color printer with scanner.	$8,304.03
Note: Sole Source justification is noted in the Purpose statement, if applicable.			**Total**	**$8,304.03**

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: 4

Date: March 7, 2012

Subject: San Bernardino Associated Governments (SANBAG) Financial Audit

Recommendation:* Receive 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 has been conducted by the firm of Vavrinek, Trine, Day & Co., LLP.

The financial audit was comprised of 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, Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriations Limit Calculation, Independent Auditors' Report on Compliance with Requirements Applicable to the State Transporation Improvement Program (STIP) Planning, Programming, and Monitoring Program Fund Transfer Agreement No. PPM11-6053(089), Project No. PPM11-6053(089),

*

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.

BRD1203b-ws
Attachments: Audit Reports & Management Letter

and Letter on Auditors' Responsibilities from Vavrinek, Trine, Day & Co. will also be included.

The following major changes have been 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 are classified as Restricted Fund Balance. A description of fund balance classifications is provided for in *NOTE 1- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES* (K) Fund Balance on page 25 of the Basic Financial Statements.

2. Restatement of Fund Balances. Certain funds were 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. A description of the restatement of fund balances is provided in *NOTE 16-RESTATEMENT OF FUND BALANCES* page 45.

3. Measure I Detail Financial Summaries. Section IV of the Basic Financial Statements (pages 52-65) 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.

Financial Impact: This item has no direct impact on the budget. The findings presented are the result of an audit performed by Vavrinek, Trine, Day & Co., LLP. The audit contract costs are budgeted in the Indirect-General (0120) and TDA Administration (0502) tasks.

Reviewed By: This item was received by the Administrative Committee on February 15, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1203b-ws
Attachments: Audit Reports and Management Letter

SAN BERNARDINO ASSOCIATED GOVERNMENTS

MANAGEMENT LETTER

JUNE 30, 2011

Vavrinek, Trine, Day & Co., LLP
Certified Public Accountants

VALUE THE DIFFERENCE

February 3, 2012

Board of Directors
San Bernardino Associated Governments
San Bernardino, California

We have audited the basic financial statements of the San Bernardino Associated Governments (SANBAG) for the year ended June 30, 2011 and have issued our report thereon dated February 3, 2012. In planning and performing our audit of the financial statements of SANBAG, we considered internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide an opinion on the internal control over financial reporting. An audit does not include examining the effectiveness of internal control and does not provide assurance on internal control. We have not considered internal control since the date of our report.

During our audit we noted certain matters involving internal control and other operational matters that are presented for your consideration.

CURRENT YEAR FINDINGS

FINDING

Deficit Fund Balance

The Other Special Revenue Fund has experienced a decline in fund balance over the past fiscal years as noted below:

Fiscal Year	Year-End Fund Balance
FY 2008-2009	$(4,188,689)
FY 2009-2010	$(7,602,533)
FY 2010-2011	$(21,415,247)

RECOMMENDATION

We recommend that SANBAG address the deficit unrestricted fund balance and overall fund balance.

RESPONSE

As explained in Note 15 of the Financial Statements, most grants are on a reimbursement basis. Revenue is not recognized if not received by the recognition criteria of 60 days. Finance Department records all the detail of grant revenues and expenditures to ensure reimbursement from grant agencies. The obligation of the negative unrestricted fund balances will be paid by future revenues (reimbursements) received from various grant agencies. SANBAG is considering change of revenue recognition criteria to 180 days to reduce deferred revenue and the corresponding deficit effective June 30, 2012. This will also require a restatement of the June 30, 2011 fund balances.

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STATUS OF PRIOR YEAR FINDING

FINDING

Deficit Fund Balance

The fund balance for the Other Special Revenue Fund is still in a deficit position.

IMPLEMENTATION STATUS

Not Implemented - See current year finding for detail.

NEW FINANCIAL REPORTING AND AUDIT STANDARDS
INFORMATIONAL ONLY

GOVERNMENTAL ACCOUNTING STANDARD NO. 60

In November 2010, the GASB issued Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*. The objective of this Statement is to improve financial reporting by addressing issues related to service concession arrangements (SCAs), which are a type of public-private or public-public partnership. As used in this Statement, an SCA is an arrangement between a transferor (a government) and an operator (governmental or nongovernmental entity) in which (1) the transferor conveys to an operator the right and related obligation to provide services through the use of infrastructure or another public asset (a "facility") in exchange for significant consideration and (2) the operator collects and is compensated by fees from third parties. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2011.

GOVERNMENTAL ACCOUNTING STANDARD NO. 61

In November 2010, the GASB issued Statement No. 61, *The Financial Reporting Entity: Omnibus—an amendment of GASB Statements No. 14 and No. 3.* The objective of this Statement is to improve financial reporting for a governmental financial reporting entity. The requirements of Statement No. 14, *The Financial Reporting Entity*, and the related financial reporting requirements of Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments,* were amended to better meet user needs and to address reporting entity issues that have arisen since the issuance of those Statements. The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2012.

GOVERNMENTAL ACCOUNTING STANDARD NO. 62

In December 2010, the GASB issued Statement No. *62 Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements.* The objective of this Statement is to incorporate into the GASB's authoritative literature certain accounting and financial reporting guidance that is included in the following pronouncements issued on or before November 30, 1989, which does not conflict with or contradict GASB pronouncements:

1. Financial Accounting Standards Board (FASB) Statements and Interpretations
2. Accounting Principles Board Opinions
3. Accounting Research Bulletins of the American Institute of Certified Public Accountants' (AICPA) Committee on Accounting Procedure.

Hereinafter, these pronouncements collectively are referred to as the "FASB and AICPA pronouncements. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2011.

GOVERNMENTAL ACCOUNTING STANDARD NO. 63

In June 2011, the GASB issued Statement No. 63 *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. The Statement provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. The Concepts Statement No. 4, *Elements of Financial Statements*, introduced and defined those elements as a consumption of net assets by the government that is applicable to a future reporting period; an acquisition of net assets by the government that is applicable to a future reporting period; and net position as the residual of all other elements presented in a statement of financial position, respectively. Previous financial reporting standards do not include guidance for reporting those financial statement elements, which are distinct from assets and liabilities. This Statement amends the net asset reporting requirements in Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*, and other pronouncements by incorporating deferred outflows of resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position, rather than net assets.

The provisions of this Statement are effective for financial statements for periods beginning after December 15, 2011. Earlier application is encouraged.

GOVERNMENTAL ACCOUNTING STANDARD NO. 64

In June 2011, the GASB issued Statement No. 64 *Derivative Instruments: Application of Hedge Accounting Termination Provisions – an amendment of GASB Statement No. 53*. The objective of this Statement is to clarify whether an effective hedging relationship continues after the replacement of a swap counterparty or a swap counterparty's credit support provider. This Statement sets forth criteria that establish when the effective hedging relationship continues and hedge accounting should continue to be applied. The provisions of this Statement are effective for financial statements for periods beginning after June 15, 2011. Earlier application is encouraged.

STATEMENT ON AUDITING STANDARDS (SAS) No. 118

OTHER INFORMATION IN DOCUMENTS CONTAINING AUDITED FINANCIAL STATEMENTS

The AICPA's Auditing Standards Board (ASB) has issued Statement on Auditing Standards 118, *Other Information in Documents Containing Audited Financial Statements.* This standard addresses the auditor's responsibility in relation to other information in documents containing audited financial statements and the auditor's report thereon. In the absence of any separate requirement in the particular circumstances of the engagement, the auditor's opinion on the financial statements does not cover other information, and the auditor has no responsibility for determining whether such other information is properly stated. This standard establishes the requirement for the auditor to read the other information of which the auditor is aware because the credibility of the audited financial statements may be undermined by material inconsistencies between the audited financial statements and other information. It is effective for audits of financial statements for periods beginning on or after December 15, 2010. Early application is permitted.

STATEMENT ON AUDITING STANDARDS (SAS) No. 119

SUPPLEMENTARY INFORMATION IN RELATION TO THE FINANCIAL STATEMENTS AS A WHOLE

The AICPA's Auditing Standards Board (ASB) has issued Statement on Auditing Standards 119, *Supplementary Information in Relation to the Financial Statements as a Whole.* This standard addresses the auditor's responsibility when engaged to report on whether supplementary information is fairly state, in all material respects, in relation to the financial statements as a whole. The information covered by this standard is presented outside the basic financial statements and is not considered necessary for the financial statements to be fairly presented in accordance with the applicable financial reporting framework. It is effective for audits of financial statements for periods beginning on or after December 15, 2010. Early application is permitted.

STATEMENT ON AUDITING STANDARDS (SAS) No. 120

REQUIRED SUPPLEMENTARY INFORMATION

The AICPA's Auditing Standards Board (ASB) has issued Statement on Auditing Standards 120, *Required Supplementary Information.* This standard addresses the auditor's responsibility with respect to information that a designated accounting standard setter requires to accompany an entity's basic financial statements. In the absence of any separate requirements in the particular circumstances of the engagement, the auditors' opinion on the basic financial statements does not cover required supplementary information. It is effective for audits of financial statements for periods beginning on or after December 15, 2010. Early application is permitted.

STATEMENT ON AUDITING STANDARDS (SAS) No. 121

REVISED APPLICABILITY OF STATEMENT ON AUDITING STANDARDS NO. 100, INTERIM FINANCIAL INFORMATION

The AICPA's Auditing Standards Board (ASB) has issued Statement on Auditing Standards 121, *Revised Applicability of Statement on Auditing Standards No. 100, Interim Financial Information*. This section is to establish standards and provide guidance on the nature, timing, and extent of the procedures to be performed by an independent accountant when conducting a review of interim financial information, specifically when the accountant audited the entity's latest annual financial statements, and the appointment of another accountant to audit the current year financial statements is not effective prior to the beginning of the period covered by the review. The Statement is effective for interim period beginning after December 15, 2011, with early application permitted.

*****

Our audit procedures are designed primarily to enable us to form an opinion on the financial statements, and therefore may not bring to light all weaknesses in policies or procedures that may exist. We aim, however, to use our knowledge of the San Bernardino Associated Governments gained during our work to make comments and suggestions that we hope will be useful to you.

We would be pleased to discuss these comments and recommendations with you at any time. This report is intended solely for the information and use of the Board of Directors and SANBAG's management, and is not intended to be and should not be used by anyone other than these specified parties.

Vavrinek, Trine, Day & Co., LLP

Rancho Cucamonga, California
February 3, 2012

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: 5

Date: March 7, 2012

Subject: Request for Proposal for Information and Communications Technology (ICT) Services to manage and administer the SANBAG Computer Network.

Recommendation:* Authorize staff to release a Request for Proposal (RFP) No. 12174 for the administration and management of the SANBAG Computer Network.

Background: SANBAG has utilized the services of TH Enterprises Inc. (THEI) since 1990/91 to help manage and administer the SANBAG computer network. In addition to managing SANBAG's network, TH Enterprises also provided the Regional Council Management System (RCMS) software that SANBAG used up until this fiscal year as its auditable financial system.

Now that SANBAG has transitioned away from the RCMS software provided by TH Enterprises and has implemented a new financial system, the opportunity has arrived to seek new proposals for firms to assist SANBAG in managing its computer network.

Staff is requesting approval to release RFP 12174 to solicit the services outlined in Attachment "A" (Scope of Work) of a contractor to manage and administer the SANBAG Computer Network.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1203c-dab
Attachment:
BRD1203c1-dab

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

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on February 15, 2012 and has been reviewed and approved as to form by SANBAG's Legal Counsel and Contracts Manager.

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

BRD1203c-dab
Attachment:
BRD1203c1-dab

Attachment A

Scope of Work
for
Information and Communications Technology (ICT) Services

PROJECT OVERVIEW

San Bernardino Associated Governments (SANBAG) is seeking proposals to contract Information and Communications Technology (ICT) services to manage and administer its computer network. The services will include ongoing support and coordination of the network to ensure proper implementation of new technologies, general management and operation, and maintenance/troubleshooting of the system.

SCOPE OF WORK AND RESOURCES TO BE PROVIDED

Proposals will include, but not be limited to, the following: network administration, managing and configuring server resources, installing and configuring workstations and applications, troubleshooting hardware/software, maintenance of communication devices, database servers, finance system software, email system, and user profiles. Periodic on-site visits to SANBAG for installation of new servers or upgrading of servers and special projects are required.

It is the general intent of SANBAG that the consultant will become SANBAG's adjunct IT staff, performing routine maintenance and updates to the system, as well as providing a needed resource for both end users of the system and management staff. Duties include planning, designing, developing, implementing, supervising, and performing a variety of project tasks to maintain the ongoing trouble-free operation of networking and IT services on SANBAG's network; serving as a technical advisor for SANBAG projects that involve information technology operations; participating in SANBAG's information technology strategic planning process; and performing related duties as required.

The consultant will be required to submit a monthly report of all services provided, together with an invoice for these services on the firm's/individual's letterhead or standard invoice, to SANBAG.

In addition, the consultant shall respond to the reasonable inquiries and requests of, and shall report to, SANBAG's Information Services Administrator.

Current SANBAG Network Environment

1. There are currently 60 network users with workstations running:
    - Windows 7 operating system and Office 2010 Professional
    - SharePoint 2010
    - Eden Financial System
    - Regional Council Management System (RCMS) – to be replaced by Eden by February 2012.
    - PS-NEXUS (Customer Relationship Management System)
2. There are 8 servers, 4 of which are virtual servers. All are HP servers.
3. There is a mix of HP and Xerox printers on the network for users – currently 4 HP printers, 1 HP plotter, and 6 Xerox printers (printing, copying, and scanning).
4. Exchange 2010 is SANBAG's mail and calendaring system.

5. All SANBAG work is done in a SharePoint environment. Users may connect to the SANBAG Portal 24/7 both internally and remotely via the Internet to add/revise/review documents and email/calendars.

6. There are a few third-party programs used only by specific SANBAG groups:

   - Oracle Primavera Enterprise Project Portfolio Management
   - Oracle Contract Management
   - EcoSys
   - Parsons Program Controls Systems
   - Epic Land Solutions
   - Microsoft Project 2007

Figure 1 - SANBAG Computer Network – Diagram of Existing Infrastructure

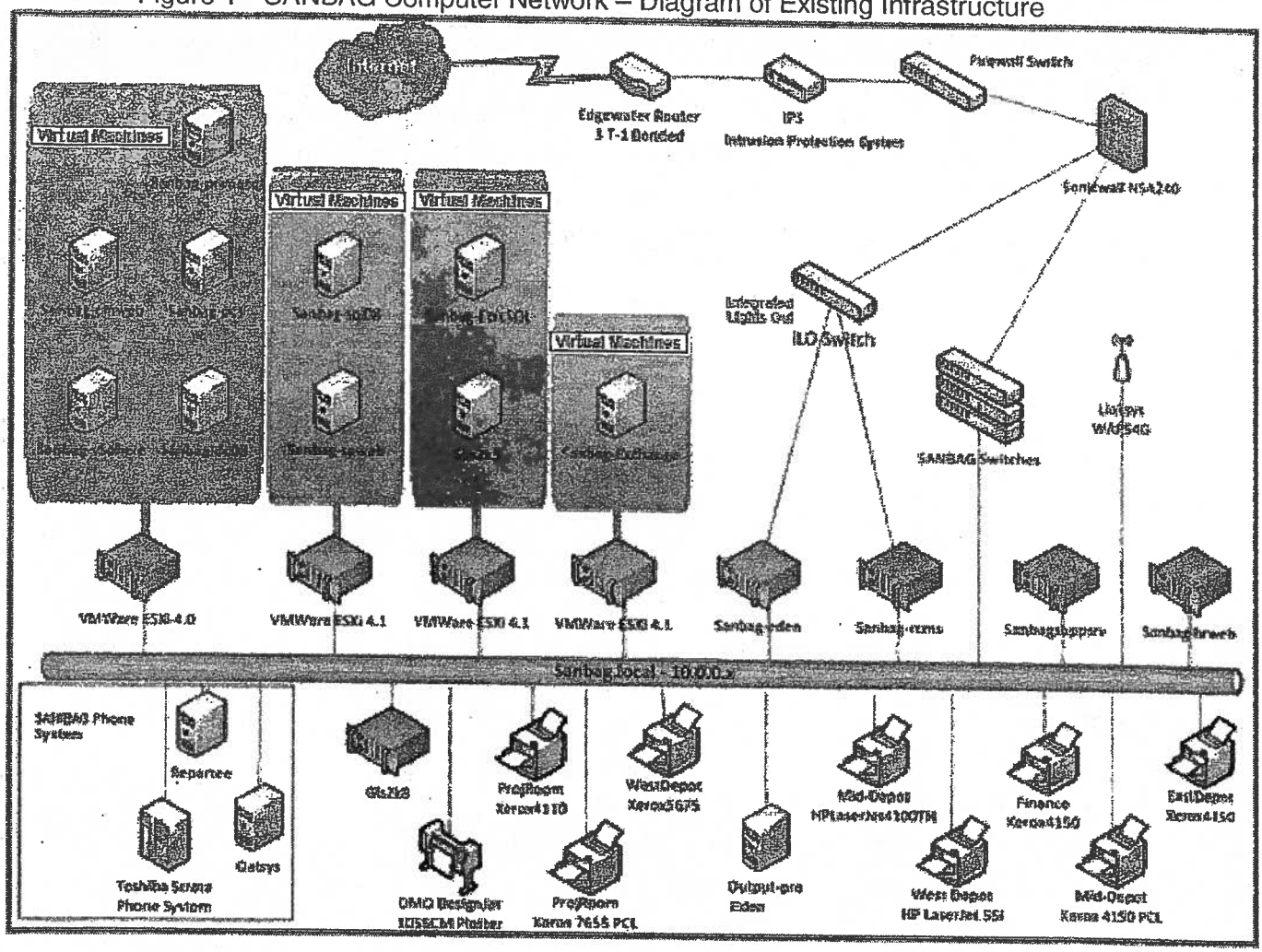

Figure 2 - Server Specifications

Server	Description
VMWare ESXi 4.0	**Project Delivery Server** HP Proliant DL380 G6 rack-mount server with two Quad-Core Xeon 2.53.ghz processors, 24 Gig RAM, six 300 Gig hard drives in RAID-5 array with one on-board spare and gigabit network cards. APC Power Distribution Unit with "reboot bar" to allow remote "hard boot" of server. Windows 2008 Server Enterprise 64-bit Version with 5 users CALs and Software Assurance SQL Server Standard – 1 processor license with Software Assurance VMware VsPHERE Essentials Plus 4.0 with 1 year Gold support Backup Exec Agent for SQL Server Backup Exec Remote Agent
VMWare ESXi 4.1	**SharePoint Server** DHP Proliant DL380 G6 Server with two Quad Core 2.8 ghz processors, total of 20 GB of RAM, five 300 GB hard drives in RAID-5 array and one additional 300 GB hard drive as an on-board spare. Also includes a DVD-ROM and four gigabit network connections and 3-year manufacturer's warranty. VMware Essentials Bundle with 1-year maintenance.
VMWare ESXi 4.1	**Epic Land Solutions Server (Rail)** HP Proliant DL380 G7 Server w/two 6-core/2.8 ghz processors, 24 gig of RAM, six 300-gig hard drives in RAID 5 array plus an onboard spare, DVD and 3 year manufacturer's warranty Windows Server 2008 Standard w/ 2 yrs Software Assurance SQL Standard 2008 R2 for 1 processor with 2 yrs Software Assurance Double-Take with 1 year maintenance

Server	Description
	Backup Exec System Recovery for server w/1 yrs maintenance
VMWare ESXi 4.1	**Exchange Server** HP Proliant DL380 G5 Server with one Quad Core E5440/1.83 processor, DVD Drive, Raid Controller, Redundant Power supply. Includes 4 Gig RAM, 4 146 gig hard drives in RAID-5 Array with one additional on-board spare for data and two 72 gig mirrored hard drives for operating system redundancy. Windows Server 2010 and 65 Client Licenses with Software Assurance Microsoft Exchange 2010 and 65 Client Licenses with Software Assurance Additional 16 Gig RAM for Server (Hardware)
Sanbag-eden	**Eden Server** HP Proliant DL380 Server – Two Quad Core Xeon E5440/2.83 Processor, 4 gig RAM, two gigabit network cards, redundant power supplies. Includes two 72 gig SCSI hard drives in RAID 1 for Operating System and system hardware and four 146 gig SCSI hard drives in RAID 5 array with one on-board spare. Includes three year onsite manufacturer's warranty. Microsoft Windows Server Standard with Software Assurance*. SQL Server Standard 2005 Edition with Software Assurance* for a dual-processor server.
Sanbag-rcms	**RCMS Server** HP DL360 G5 Server with Dual Core Xeon processor/2.33 ghz, 4 gig RAM, Dual Gigabit NICs, four 146 Gig 10K hard drives in RAID 5.
Sanbag-sserv	**Support Server** (Fax Server, Antivirus Server, Windows Update Server, Wireless Access Server (Controls authentication to SANBAG wireless network) HP ProLiant DL320 G6, Intel Xeon, Intel(R) Xeon(R) CPU E5502 @ 1.87GHz, RAM: 4085MB
Sanbag-hrweb	**Eden HRWeb Server** HP ProLiant DL 160 GB Server – One Quad Core/2.0 ghz processor with 4 gig RAM, DVD, Redundant power supply and mirrored 146 Gig hard drives. Microsoft Windows Server 2008 Standard with Software Assurance
Gis-2k8	**GIS Server** HP ProLiant DL380 G5 – one Quad core E5440/2.83 processor, 4 gig RAM, 4 gig RAM, dual network card. Includes two 72 gig SCSI hard drives in RAID 1 for Operating System and system software and five 300 gig hard drives with 4 in RAID-5 and one on-board spare.
Output-pro Eden	**Eden TOPS (Tyler Output Processor Server)** HP Business Desktop dc5800 to serve as machine; Intel Core Duo/3 ghz processor, 2 gig RAM, 160 gig hard drive, DVD±RW, gigabit network card, Windows XP Pro operating system and 3 year onsite manufacturer's warranty.
VMWare ESXi 4.1	**SANBAG Disaster Recovery Server** HP Proliant DL380 G6 Server with one Quad Core/2.4 ghz processor, 26 Gig RAM, and seven 300 Gig hard drives in RAID 5 array. Includes DVD drive, network card, and 3 year manufacturer's warranty. Stored in Texas in Level Three Off-Site Colocation facility (in Texas).

Summary of Required Network Administration Services

The network administration services needed by SANBAG are:

1) Provide day-to-day network administration for the SANBAG Computer Network.
2) Support internal clients (help desk).
3) Manage the nightly backups.
4) Manage the protection of the SANBAG Computer Network from viruses, spamming, and hacking.
5) Administer upgrades to existing servers and business applications and to all client workstations.

6) Provide management and technical consultation for design and upgrade of the SANBAG Computer Network.

7) Manage SANBAG's Disaster Recovery Server at a Level Three Off-Site Colocation facility.

8) Manage any computer network "disaster" occurrences.

9) Advise and manage the use of any third party software.

10) Coordinate with other SANBAG partners and vendors for integration of proprietary software into the SANBAG Computer Network.

11) Advise and manage the SANBAG SharePoint collection of sites. Provide guidance and design for new SharePoint Sites.

12) Advise and manage the implementation of new servers and business applications.

13) Visit the SANBAG Office (onsite) a minimum of four management visits (meet with management to discuss ongoing/new projects) and four technical staff visits (review equipment setup and implement new equipment/software) per year.

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: March 7, 2012

Subject: SANBAG Board Member Stipends

Recommendation:* Receive information on SANBAG Board stipends.

Background: In February, the Board of Directors approved changes to the structure of the Administrative Committee. With that change, staff was asked to review the current Board stipend policy and report back to the Administrative Committee.

The current stipend policy allows for SANBAG Board Members to receive a $100 stipend for each SANBAG policy committee meeting they attend, not to exceed four per month. The policy also allows for Board Members to receive a stipend of $100 dollars for attending the regular meeting of the SANBAG Board of Directors when acting as the San Bernardino County Transportation Authority (which is responsible for administering Measure I). The current policy concerning stipends has been in place since June 2005.

All stipends paid to Board Members are for their duties performed as the County Transportation Commission, with the exception of $100 for services as the County Transportation Authority as mentioned above. It should be noted that the stipend policy is also controlled by state law. Specifically, California Public Utilities Code Section 130108 governs stipends paid to County Transportation Commissions. That law specifically limits board members to stipends not to exceed $400 in any month. SANBAG's stipend policy is in compliance with that law.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203b-dab

The transportation commissions in our neighboring counties follow the Public Utilities Code in establishing their stipend policies as well. It should be noted however the state law provides for commissioners in Los Angeles County to receive a stipend of $150 per meeting not to exceed $600 per month and for commissioners in Orange County to receive up to a maximum of $500 per month.

Financial Impact: This item has no financial impact and is consistent with the adopted 2011/2012 budget.

Reviewed By: This item was reviewed by the Administrative Committee on February 15, 2012.

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

BRD1203b-dab

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: 7

Date: March 7, 2012

Subject: Update on Implementation and Development of Inland Empire 511 (IE 511) phone application for smartphones and overall update on the IE 511 system.

Recommendation:* Receive information on the implementation and development of the IE 511 Application and update on the progress of the Inland Empire 511 system since the last update provided in April 2011.

Background: In May 2009, San Bernardino Associated Governments (SANBAG) and the Riverside County Transportation Commission (RCTC) boards took action to develop and implement an Inland Empire 511 program. On April 7, 2010, SANBAG and RCTC announced the program's launch at the SANBAG Board meeting. IE 511 was the first 511 system to begin operations in the Los Angeles Metropolitan area.

Twenty months since its launch, the system has had great success and usage. More than 790,000 callers and 450,000 web visitors have benefitted from this system since its launch in April 2010. Currently, there are on average more than 1,000 phone calls during the day and more than 800 website visits per day. IE 511 provides a source of information for all transportation needs including transit, rideshare, and real time traffic and incident information. There are now four ways to access the system: at the computer at IE511.org, via your cell phone with new free smartphone application at: Inland Empire 511, dialing 5-1-1 from a cell phone or landline within the San Bernardino and Riverside counties, or if

*

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

BRD1203a-jh
Attachment: BRD1203a1-jh

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

outside of the Inland Empire the system can be reached by dialing 1-877-MYIE511. The latest innovation for IE 511 is a smartphone application which is available on the iTunes store or Android Market. The application is free and is available under the name: Inland Empire 511. With 66,000 people, or one in five users, accessing IE511.org on mobile devices last year, it was clear that a smartphone application commitment would boost the quality of the user experience.

The application continues to provide all the great uses that the IE 511 phone number and website provide such as traffic information with incident and sig alert information, cameras, advisories posted on changeable message signs and even chain control information. Freeway and state route closures appear as immediate alerts when the application map is opened. Other features are the ability to connect to ridesharing options as well as bus transit agencies and Metrolink.

The system has been a great success due to SANBAG's close partnerships with the California Highway Patrol (CHP), Caltrans, it's contractors and RCTC.

Since the launch date, SANBAG and RCTC have made great efforts in marketing the program. Marketing efforts include:

- Installation of more than 80 IE 511 freeway signs
- IE 511 Brochures
- Radio advertisements
- Newspaper advertisements
- Other print media such as the "Inland Empire Magazine"
- Billboard advertisements
- Facebook/twitter pages- where followers are notified immediately of major highway incidents and sig alerts.

Users can also visit IE 511's YouTube channel for an informative video on how to use the IE 511 system. http://www.youtube.com/user/IE511

We encourage travelers to "Know Before You Go" by utilizing the application or going to the website at www.ie511.org prior to getting on the road for their daily commutes.

Financial Impact: This item is consistent with the approved SANBAG budget. Funds for the development and implementation of the IE 511 smartphone application and maintenance of the IE 511 system have been included in the Fiscal Year 2011/2012 budget. Task Number 40612000, utilizing Congestion Mitigation and Air Quality funding (88.53%), Measure I Valley Traffic Management Systems

funds (7.47%), and Measure I Victor Valley Traffic Management Systems funds (4.0%)

Reviewed By: This item was received by the Plans and Programs Committee on February 15, 2012

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

BRD1203a-jh
Attachment: BRD1203a1-jh .

511 IE511.org

How the Inland Empire Moves

Inland Empire 511

Travel and traffic information for Southern California

511 IE511.org

Partnership

How the Inland Empire Moves

Public Agencies

- Riverside County Transportation Commission (RCTC)
- San Bernardino Associated Governments (SANBAG)
- California Department of Transportation (Caltrans)
- California Highway Patrol (CHP)

Contractors

- Geographics
- Iteris, Inc.
- Jill Kollmann & Associates
- Tel/Advisors
- Trillium Insight, Inc.

511 IE511.org

Overview

How the Inland Empire Moves

IE 511 – provides travel and traffic information for all of southern California.

IVR – dial 511 from any landline or cell phone in the Inland Empire to connect:

- Freeway traffic
- Metrolink
- Bus Transit
- Ridesharing
- Connect to other 511 systems

Website: www.IE511.org

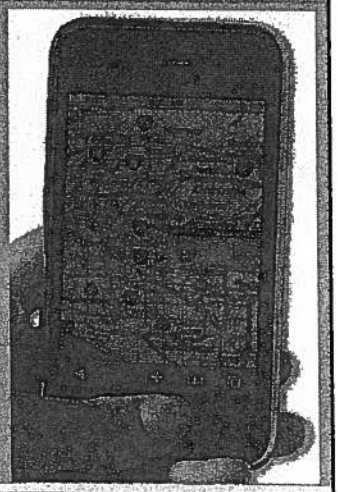
FREE Smartphone Application now available in iTunes store or Android market.

511 IE511.org

E-Media / Smartphones

How the Inland Empire Moves

- Twitter - specific highway alerts / incidents/ closures (400+ followers) ✔
- Facebook - general program info, new features, promos (300+ likes) ✔
- Smart phones – iTunes & Android App designed for mobile phone platforms ✔



511 IE511.org Implementation Status

How the Inland Empire Moves

- Website and Interactive Voice Response (IVR) system up and running
- All landline, cable and cellular companies provisioned.
- Multiple marketing efforts carried out:
  - 80 highway signs
  - Billboards, radio, newspaper ads, etc.
- On-going enhancements to IVR including current re-recording of all menu's for a new IVR system to launch sometime in March 2012.
- App developed.
- Online marketing campaign enhanced through Google, Microsoft Ad Center, and ATT.
  - Google: page visits from Google campaign - 81,000+ clicks.
  - Microsoft Ad Center: Its estimated that 22,000+ clicks have come from Microsoft ads.
  - ATT: Top of mind campaign, appears on top website by use in Southern CA, have had 990,000 impressions- fandango, amazon, as well as other popular top 100 websites.

511 IE511.org Performance

How the Inland Empire Moves

- About 184,000 visitors to date
- More than 790,000 calls received to date (up 340,000+ calls from April 2011)
- More than 440,000 web site visits to date (up 290,000+ calls from April 2011)
- Greatly exceeded original estimates of performance
  - *Anticipated:*
    - 84,000 website visitors per year
    - 192,000 calls per year

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Conclusion

How the Inland Empire Moves

- Overall- website traffic is up 77% and mobile users up 129% since April 2010 through December 2011.
- Inland Empire 511:
  - Helps Inland Empire commuters "Know before you go" to avoid delays and freeway closures with real-time traffic information
  - Helps with finding alternative ways of transportation (Ridesharing).
  - Improves overall traffic congestion, mobility and quality of life in the Inland Empire.

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Video on smartphone App

How the Inland Empire Moves

IE 511 Smartphone Application

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: 8

Date: March 7, 2012

Subject: I-15/Ranchero Road Interchange Funding Plan

Recommendation:*

1. Approve an allocation of $7,479,000 in State Transportation Improvement Program (STIP) funds; $15,575,582 in Surface Transportation Program (STP) funds; $10,538,655 in Major/Local Highway (MLH) funds; and $10,538,655 in State/Local Partnership Program (SLPP) funds to the I-15/Ranchero Road Interchange project in the City of Hesperia.

2. Direct SANBAG staff to negotiate a new project funding agreement with the City of Hesperia to replace Cooperative Agreement C08156 to provide for the Development Impact fair share of the project costs.

Background: In February 2008, SANBAG and the City of Hesperia entered into a Cooperative Agreement (C08156) to cover the funding arrangements for the I-15/Ranchero Interchange project. That agreement called for SANBAG to provide up to $8,598,000 from Measure I Major /Local Highway funds and $7,979,000 from STIP funds to cover the public share of funding for the project. The remainder of the funding was to be provided by the City of Hesperia to cover the Development Impact share as spelled out in the approved Nexus Study.

Since that agreement was approved, conditions have changed that make it impossible to proceed with the project under the current funding plan.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1203d-dab

These changed conditions are the evaporation of developer impact fees due to the recession and the elimination of redevelopment agencies.

At the same time, positive developments have occurred that provide alternatives that could make the project possible. These positive developments are a good construction bidding environment and an influx of state and federal transportation funds into the Victor Valley subarea.

Since this project has been identified as a priority project in the recently adopted 10 Year Delivery Plan, SANBAG staff is recommending that a new funding plan be developed to take advantage of the positive circumstances and allow this project to move forward. Staff is requesting that the Board approve the allocation of public funds to this project as detailed below:

Funding Source	Amount
State Transportation Improvement Program (STIP)	$7,479,000
Surface Transportation Program (STP)	$15,575,582
Major/Local Highways Program (MLH)	$10,538,655
State/Local Partnership Program (SLPP)	$10,538,655
TOTAL	**$44,131,892**

By approving these allocations, SANBAG will be providing more than the public share as defined in the Nexus Study. SANBAG would be fronting a portion of the development impact share. Measure I does require that a development fair share be paid to help fund projects. To account for this, SANBAG staff is recommending that SANBAG enter into a new funding agreement with Hesperia to establish the conditions of this "loan" of public share dollars to cover a portion of the development impact share. Currently the amount that would be loaned is estimated at $20,584,696. This new funding agreement will be negotiated between Hesperia and SANBAG and brought back to the Board for review and approval. In negotiating the new agreement, SANBAG will insure that it will still be able to meet its funding obligations for the other priority projects approved in the 10 Year Delivery Plan for the Victor Valley subarea.

While the Board is being asked to approve this funding plan, there is a strong possibility that it may have to be adjusted in a few months due to an opportunity for additional funds under the Corridor Mobility Improvement Account (CMIA). The I-15/Ranchero Road Interchange project was one of the original projects that applied for CMIA funds. The project did not receive any funding then. Now there are savings in the CMIA fund due to low bids throughout the state and this project is an excellent candidate to receive funds due to its state of readiness. A request is being made to the California Transportation Commission (CTC) to award $24,400,000 in CMIA funds to this project. If this request is successful

and the CTC grants the request, then more funds will become available for other projects in this subarea.

Financial Impact: This item is not consistent with the adopted FY 2011/2012 budget. An initial allocation of $100,000 from the Victor Valley Major/Local Highways program and a budget amendment to increase a new Task 0890 will be required for anticipated work during the rest of this Fiscal Year. All remaining funds will be included in subsequent budget years.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on February 17, 2012.

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

BRD1203d-dab

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: 9

Date: March 7, 2012

Subject: Interstate 15/Ranchero Road Interchange Project

Recommendation:* 1. Establish a new task number 0890 for the Interstate 15/Ranchero Road Interchange Project and budget $100,000 of Measure I Victor Valley Major Local Highway funds.

2. Authorize staff to release Request for Proposal (RFP) No. C12218 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Interstate 15/Ranchero Road Interchange Project.

Background: **This is a new task.** The City of Hesperia has been leading the project development effort on the Interstate 15(I-15)/Ranchero Road Interchange project which includes the realignment of the adjacent frontage roads identified as Mariposa Road and Caliente Road frontage roads. Final Design and Right-of-Way acquisition are nearing completion, but the project has been stalled due to funding concerns.

In 2011 the California Transportation Commission (CTC) had a call for projects that could utilize Corridor Mobility Improvement Account (CMIA) savings. In May 2011 the Board approved nomination of several projects, including the I-15/Ranchero Road Interchange project, in a priority order. The I-15/Ranchero

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203c-mb
Attachments: RFP 12218

Road interchange project qualified for CMIA funding, but due to funding limitations the CTC was unable to approve SANBAG's request for $24.35 million in CMIA funds.

In early February 2012, Caltrans made SANBAG aware of the availability of $97M in CMIA funding. To secure the funding, the project must be ready for construction by the May or at the very latest, the June CTC meeting for allocation of the construction funding. Prior to the CMIA funds being programmed, the CTC wants to be ensured assurance that such project can be brought forward to the CTC in this time frame. As a result, the City of Hesperia, Caltrans, and SANBAG staff initiated discussions regarding the potential to deliver the I-15/Ranchero Road Interchange Project to secure the recently identified CMIA savings. In consultation with these agencies, and with the intention of securing these CMIA funds for the Project, a list of tasks that need to be completed and the related schedule has been developed. The tight schedule does not provide enough time for the project to go through Caltrans' process to award the contract Therefore staff recommends that SANBAG take the lead of advertising, awarding, and administrating (AAA) the project. Due to the tight time frame the procurement process for a construction management consultant needs to start before we have cooperative agreements with the City of Hesperia and Caltrans, which is not the normal process for SANBAG. The consultant will provide construction management, material testing, construction surveying and public outreach services. The cooperative agreements, which will define the roles of the parties, will be brought forward for Board approval in the next few months.

A new SANBAG task number needs to be established for the I-15/Ranchero Road Interchange project. Recommend assigning Task Number 0890 to the project and budgeting an initial amount of $100,000 of Measure I Victor Valley Major Local Highway funds. A budget amendment will be brought forward for the Board's consideration when the cooperative agreements are brought for approval which will include the funding for the construction phase.

Financial Impact: This item is not consistent with the 2011/2012 Fiscal Year budget. A new task needs to be established (Task 0890) and $100,000 of Measure I Victor Valley Major Local Highway funds needs to be budgeted.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on February 17, 2012. SANBAG Legal Counsel and Contracts Manager have approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203c-mb
Attachments: RFP 12218

ATTACHMENT A
SCOPE OF SERVICES

CONTRACT NO: C12218

San Bernardino Associated Governments

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A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Interstate 15 /Ranchero Road Interchange Project ("Project"), which is anticipated to go out to bid in mid-2012. The CONSULTANT will provide construction management, materials testing and construction surveying for the Project. A description of the Project is given below.

Interstate 15/ Ranchero Road Interchange Improvement Project

This project proposes to connect Mariposa Road and Caliente Road to I-15 with a full-service interchange. Ranchero Road would consist of three through lanes in each direction along with additional turn lanes at the proposed freeway ramp connections and intersections with two realigned frontage roads. The project will also include utility relocations, flood control improvements, traffic and signal and ramp metering, grading, drainage modifications, signing and striping, and traffic handling,

The Authority intends to advertise, award and administer one construction contract for this interchange project. The successful consultant firm will provide the construction management and support services requested in this RFP.

CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Garry Cohoe
Director of Project Delivery

SANBAG has designated a Construction Manager to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Construction Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing: The number of field testing personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's materials testing personnel is on a leave of absence, CONSULTANT's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SANBAG during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project

be completely familiar with the survey requirements and the assignments for the Project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

c. Constructability Review
CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SANBAG in a format provide by SANBAG.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1) Review of bid documents
2) Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1) Review of bid for completeness and responsiveness

2) Perform bid analysis

3) Development of contractor payment schedules, and other procedural items.

4) Checking Contractor references, licenses, insurance, and sureties.

5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.

d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal

g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.

i. CONSULTANT shall review and ensure compliance with environmental requirements.

j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval , and CCO number, if applicable

4. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.

b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.

c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager.

d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.

e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.

j. CONSULTANT shall review and approve falsework and shoring plans.

k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA)

and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.

4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

7) Preparing construction sketches, drawings, and cross-sections, as necessary.

8) Assisting in the preparation of as-built plans.

9) Providing inspections for environmental compliance.

10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

11) Monitoring Contractors' compliance with applicable regulations required by AQMD.

12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e) Perform construction staking, including but not limited to:

i. Utility relocations
ii. Clearing limits
iii. Slope staking
iv. Storm drain, sanitary sewer, and irrigation systems

v. Drainage structures
vi. Curbs, gutters, and sidewalk
vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
viii. Rough grade
ix. Finish grade

f) Monitor for settlement, if required.

g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.

c) Perpetuate existing monumentation which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

a) Right of Way Surveys which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and easement fences.

b) Final monumentation which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.
CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

2) All field and laboratory testing is to be performed in accordance with California Test Methods.

3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

1) General Public Outreach Plan

a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.

b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:

i. LOCAL AGENCY
ii. SANBAG Board
iii. LOCAL AGENCY and area Emergency Service Providers
iv. School Transportation Coordinator(s)
v. Local Business Community
   i) Specific businesses with expanding priority based on proximity to work zone and detours
   ii) Chamber of Commerce
vi. Commuters
vii. Recreational Travelers
viii. Trucking Industry
ix. Local media
   i) Print
   ii) Radio
   iii) Television

c) In the weeks prior to the selection of a construction contractor, SANBAG will coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.

d) Following the emergency responders briefing, SANBAG will coordinate a Chamber of Commerce Project Briefing to

2) All field and laboratory testing is to be performed in accordance with California Test Methods.

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viii. Trucking Industry
ix. Local media
   i) Print
   ii) Radio
   iii) Television

c) In the weeks prior to the selection of a construction contractor, SANBAG will coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.

d) Following the emergency responders briefing, SANBAG will coordinate a Chamber of Commerce Project Briefing to

highlight the Project benefits, possible construction schedule and traffic management plan.

e) Prior to construction, SANBAG, the LOCAL AGENCY and CONSULTANT will put on an Open House Community Meeting to highlight the Project details to the general public. Information about Project schedule, construction staging, detours, funding, etc. will be highlighted at this meeting. Project team members will be present to help field questions about the Project.

f) Just prior to the selection of a construction contractor, SANBAG and CONSULTANT (includes all PR subs) will coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

g) Prior to construction beginning, SANBAG and CONSULTANT will coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.

h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.

i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:

   i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)

ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)

iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.

iv. Emergency notices – when needed.

v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.

3) All media inquiries shall be directed to the SANBAG Public Information Office.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1) Contract pay item quantities and payments
2) Contract change orders
3) Supplemental work items
4) Agency furnished materials
5) Contingency balance
6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows

1) Agreed Price
2) Adjustment in compensation to a bid item
3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.

d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.

b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify completeness of as-built drawings.

d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to SANBAG all Project files.

g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all Project permits.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.

2. Monthly Project Activity Summary Reports.

3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.

5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.

6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.

7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.

9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

d. Deliverables to the Resident Engineer shall follow the format specified below:

1) Horizontal Control
2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
3) Vertical Control
4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
5) Topography
6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request

requirements. Deliverables shall depend on the data collection method as follows:

1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

   a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory

is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

1) Performing survey and staking calculations from the design plans and specifications;
2) Reduce survey data collected with conventional and total station survey systems;
3) Perform network adjustments for horizontal and vertical control surveys;
4) Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
2) Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:
   1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
   2) Prisms, sufficient to perform the required work.
   3) Tapes; steel, cloth.

j. Angle measuring instruments and equipment:
   1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
   2) Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SANBAG will provide copies of all previously secured permits and Project authorizations.

3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions

2. Bridge Construction Records and Procedures Manual

3. Quality Assurance Program Manual

4. Manual of Traffic Controls for Construction and Maintenance Work Zones

5. Caltrans Standard Specifications and Standard Plans

6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

7. Manual of Test (3 volumes)

8. Survey Manual

9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.

3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.

4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.

5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.

4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager

   a. A minimum of six (6) years' project management experience on similar construction projects is desired.

   b. Accessible to SANBAG at all times during normal working hours.

   c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:

1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
2) Assign personnel to projects on an as-needed basis.
3) Administer personal leave.
4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:

1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies and the utility inspector.
6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

a. A minimum of four (4) years' experience on similar construction projects is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the

direction of the Resident Engineer and will assume the following functional responsibilities:

1) Monitor and provide daily direction to CONSULTANT inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

a. A minimum of six (6) years' construction inspection experience in public works or similar projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Ability to direct the efforts of subordinate inspectors.

e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

f. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

a. Two (2) years' construction inspection experience in public works or similar projects ***or*** a four-year degree in the field of civil transportation engineering is desired.

b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

d. Ability to use an automatic level and transit for the purpose of verifying line and grade.

e. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Perform quantity calculations for progress pay estimates and maintain Project records.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Perform construction materials sampling.
8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Knowledge of stress analysis, structural mechanics, and strength of materials.

d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.

e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.

f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

g. Ability to direct the efforts of subordinate inspectors.

h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
2) Make grade, alignment, quantity, falsework, and shoring calculations.
3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects ***or*** a four-year degree in civil or structural engineering is desired.

b. Knowledge of stress analysis, structural mechanics, and strength of materials.

c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.

e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
2) Make grade, alignment, quantity, falsework, and shoring calculations.
3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. <u>Office Engineer</u>

a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.

b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

g. The Office Engineer will assume the following functional responsibilities:

1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
2) Prepare and process contract change orders.
3) Monitor construction budget and schedule.
4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.

5) Perform routine calculations and checking of quantities.
6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing Project Manager

a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.

b. Licensed Civil Engineer in the State of California.

c. Ability to use typical computer programs including word processing and spreadsheets.

d. The materials testing project manager will assume the following functional responsibilities:

1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.
5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.

b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.

d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

i. Knowledge of tools, equipment and vehicles utilized in construction.
ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
v. Answers questions and resolves problems.
vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.

vii. Keeps daily diary of work progress.
viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classification.
ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
ii. Perform a variety of structural material tests and inspections.
iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classifications.
ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction

plans, field survey and quality control documents.

iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.

v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

a. A minimum four (4) years' project management experience on similar construction projects is desired.

b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.

c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:

1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
2) Assign personnel to projects on an as-needed basis.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:

1) A licensed Land Surveyor in the State of California.
2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:

1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
2) Ability to make effective decisions concerning field problems and work in progress.
3) Familiarity with typical coordinate geometry computer programs.
4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

1) Perform construction staking services for Project construction.
2) Administer day to day activities for the survey party.
3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

a. Qualifications for survey crew members should include the following:

1) A minimum of one (1) year of survey experience on similar construction projects is desired.
2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
3) Ability to assist Party Chiefs and office personnel in all required surveying work.
4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

1) Perform basic calculations to support construction staking.
2) Maintain continuous communication with Party Chiefs and office personnel.

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: March 7, 2012

Subject: Board Resolution RES12-006 for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

Recommendation:* Approve Resolution RES12-006 to indemnify the California Department of Transportation (Caltrans) for liabilities associated with the Right-of-Way (ROW) Certification for the I-215 Bi-County HOV Gap Closure Project.

Background: In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County HOV Gap Closure Project. The Project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside, and Orange Show Road in the City of San Bernardino. The Environmental Document for the Project was approved in April 2011, which cleared the way for the ROW acquisition process to proceed. The Project requires the acquisition of partial takes, permanent easements, and temporary construction easements, mainly for the construction of retaining and sound walls.

In March 2011, the Board approved ROW Cooperative Agreement C11090 with Caltrans for the ROW phase of the Project. Under Agreement C11090, SANBAG is responsible for funding the ROW phase of the Project and for issuing the ROW Certification. In accordance with Chapter 17 "Local Programs Manual" of the Caltrans Right of Way Manual, and as the responsible agency for funding, SANBAG is required to adopt a Resolution

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
brd1203d-ks
Attachment: RES12-006

indemnifying Caltrans for any liabilities associated with the ROW Certification. Final Caltrans approval of the ROW Certification cannot be obtained without a Board Resolution.

The ROW process is nearing completion and staff anticipates issuing the ROW Certification in March, 2012. Staff is recommending that the Board approve Resolution RES12-006 to provide the required indemnification protection to Caltrans. RES12-006 also authorizes SANBAG's Director of Project Delivery to execute the ROW Certification for the Project. Issuing the ROW Certification in a timely manner is critical to maintaining the planned construction schedule for the project and not to jeopardize the Congestion Mobility Improvement Account (CMIA) funds that have been programmed for construction. The table below summarizes the current project schedule:

Environmental Approved	April 2011
Design Approved & R/W Certified	March 2012
Start Construction	September 2012
End Construction	May 2015

Financial Impact: This item has no direct impact on the adopted Fiscal Year 2011/2012 budget. Funding is provided under TN 83912000. The funding source is Congestion Mitigation Air Quality, and MSI – 1990 Valley Major Projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Resolution as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

brd1203d-ks
Attachment: RES12-006

RESOLUTION NO. 12-006

San Bernardino County Transportation Commission (Commission) agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project is not clear as is certified in the approved project's right-of-way certification document. The Commission shall pay from its own nonmatching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to the Commission for the orderly performance of the project work.

The Commission hereby authorizes the Director of Project Delivery to execute the Right-of-Way Certification for the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project, a copy of which is attached to this Resolution, that (1) certifies that all necessary right-of-way has been (or will be) obtained and all utility companies that need to relocate their facilities have been notified and (2) contains the indemnification adopted by this Resolution.

PASSED AND ADOPTED by the Board of the San Bernardino County Transportation Commission, State of California.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Date: **DRAFT** - February 2, 2012

San Bernardino Associated Governments (SANBAG)

Dist.-Co.-Rte.-KP/PM: 08-SBD/RIV-215PM
EA (Design Phase No.: OM940 PROJ. #0800000506
Const. Fed-Aid No.:
Right of Way Fed-Aid No.:

COUNTIES OF SAN BERNARDINO AND RIVERSIDE

From: **DEPARTMENT OF TRANSPORTATION - DISTRICT 8**

Subject: Right of Way Certification No. 3W for the I-215 Bi-County HOV GAP Project, which will add HOV lanes in each direction of the I-215, between the 91/60/215 Interchange and Orange Show Road in the counties of Riverside and San Bernardino.

1. **STATUS OF REQUIRED RIGHT OF WAY:** Right of way (has been) acquired in accordance with applicable policy and procedure covering the acquisition of real property. State (has) legal and physical possession and right to enter on all land as follows:

A. Total number of parcels required. 33

1. Parcels acquired (escrow closed or Final Order of Condemnation recorded)* 18

Parcel No.	Owner	Effective Date	Date Funds Made Available to Owner	Escrow Closing Date
21983	SCE	2/29/12 T	2/29/12	2/29/12 T
21985	Minardi	2/15/12	2/29/12	2/29/12 T
21986	SCE	2/15/12	2/29/12	2/29/12 T
21989	Terrace U.S.D.	2/15/12	2/29/12	2/29/12 T
21990	Capiendo	2/15/12	2/29/12	2/29/12 T
21992	Katuls	2/29/12 T	2/29/12	2/29/12 T
21993	Vaughn	2/29/12 T	2/29/12	2/29/12 T
21994	Romero	2/15/12	2/29/12	2/29/12 T
21997	Lugo	2/15/12	2/29/12	2/29/12 T
21998	Gutierrez	2/15/12	2/29/12	2/29/12 T
22000	Lindsley	2/15/12	2/29/12	2/29/12 T
22002	JSP Grand Royal	2/29/12 T	2/29/12	2/29/12 T
22004	SCE	2/29/12 T	2/29/12	2/29/12 T
22383	Witt	2/15/12	2/29/12	2/29/12 T
22392	City of Riverside	2/29/12 T	2/29/12	2/29/12 T
22398	SCE	2/29/12 T	2/29/12	2/29/12 T
22419	Bailey	2/29/12 T	2/29/12	2/29/12 T
22424	KBS	2/15/12	2/29/12	2/29/12 T

The information noted will be changing on a day to day basis.

2. Parcels covered by Order of Possession. 0

3. Parcel covered by Possession and Use Agreement (P & U). 4

Parcel No.	Owner	Effective Date	Date Funds Made Available to Owner	Possession Date	Date Property Avail. To Contractor
21980	Pac West	3/1/12	2/29/12	2/29/12	8/1/12
21982	City of Grand Terrace	3/1/12	2/29/12	2/29/12	8/1/12
22003	Skerrett Revoc	3/1/12	2/29/12	2/29/12	8/1/12
22396	City of Colton	3/1/12	2/29/12	2/29/12	8/1/12

4. Parcel covered by a Right of Entry executed prior to appraisal. 0

5. Parcels covered by Resolution of Necessity only. 0
(Used only rarely in a Cert No. 3 situation where the project must be advertised, the Resolution of Necessity has been approved by the CTC, but the Order for Possession has not yet been served.)

6. Parcels covered by other acquisition documents as follows: 11

Parcel No.	Owner	Effective Date (actual signing date)	Date Funds Made Avail. to Owner	Possession Date	Date Property Avail. To Contractor
21932	Wilbro		2/29/12	2/29/12	3/15/12
21981	City of Riv.		2/29/12	2/29/12	3/15/12
21984	SBFCD		2/29/12	2/29/12	3/15/12
22387	Riverside Water Dept.		2/29/12	2/29/12	3/15/12
22397	Lamar		2/29/12	2/29/12	3/15/12
22472	LVS Trading		2/29/12	2/29/12	3/15/12
22473	Harris Living		2/29/12	2/29/12	3/15/12
22062	Ashley		2/29/12	2/29/12	3/15/12

RAILROAD PARCELS

Parcel No.	Owner	Effective Date (actual signing date)	Date Funds Made Avail. to Owner	Possession Date	Date Property Avail. To Contractor
22390	So. Pac. Trans. (UP)		2/29/12	2/29/12	upon 48 hr notice
22064	So. Pac. Trans. (UP)		2/29/12	2/29/12	upon 48 hr notice
22391	AT & SF (BNSF)		2/29/12	2/29/12	upon 48 hr notice

Explanation: See #2 (Status of Affected Railroad Operating Facilities) below.

Escrow has not yet closed, however physical possession of necessary right of way was granted by the Owner and stipulated by the "Possession and Use" clause in the executed Purchase and Sale Agreement.

B. Construction Permits, etc., required.

KP/PM	Owner	Type Document	Effective Date	Expiration Date

2. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES:

Parcel No.	Owner	Amount	Type	Date Offer Made	Acceptance	Possession Date/ Effective Date
22064	UP	$31,000.00	Aerial Easmt	12/5/2011	Pending	
22390	UP	$51,500.00	Fee/TCE/Easmt	12/9/2011	2/1/12 via email	
22391	BNSF	$609,000.00	TCE	11/15/2011	_____ via email	

C & M Agreements:

Agreement No.	Railroad	Status	Anticipated Approval Date
	UP	Pending	
	BNSF	Pending (Circ for Rev wk of 2/6/12)	

CPUC Applications:

Application No.	Railroad	Submission Date to CPUC	Application Type	Approval/Decision Date by CPUC
	UP		Gen Order 88B	
	BNSF		Gen Order 88B	

3. MATERIAL/DISPOSAL SITE(S):
None required.

4. STATUS OF REQUIRED UTILITY RELOCATIONS:

The SANBAG consultant (Overland, Pacific & Cutler Inc.) has contacted all known owners of the utility facilities where adjustments or protection of their facilities may be necessary and are provided in the table below.

All necessary arrangements will be made for the completion of all utilities required to be coordinated with project construction. Arrangements will be made with the owners of all utility encroachments which will remain within the right of way of the project so that adequate control of the right of way will be achieved.

Utility notices have been issued.
Federal approvals have been obtained.
The following utilities are located within the project rights of way, but require no relocation:

Company	Type/Facility
Verizon Business - MCI	Underground Fiber Optic
RPU - Water	Underground Water Lines
Charter Communications	Overhead Fiber Optic
Time Warner Telecom	Overhead Fiber Optic
Department of Water Resources	9' water line

The following utilities are in conflict with the project and require relocation as follows:

Right of Way Notice No.	Notice Date	Company	Liability (Owner/Project)	Type of Facility	Relocation Schedule Date/Concurrent w/ Construction/Bid Item
22457	2/24/12	Southern CA Edison (Trans)	Project	Overhead Trans. Fac.	July 2012
22456	2/24/12	Southern CA Edison (Dist)	50%/50%	Overhead Dist. Fac.	July 2012
22645	2/24/12	Southern CA Edison (Comm)	Project	Overhead Comm. Fac.	July 2012
22469	2/24/12	Verizon	Owner	Copper Underground	June 2012
TBD	2/24/12	Verizon Wireless	Owner	Overhead Fiber Optic	July 2012
22468	2/17/12	Sprint	Project	Underground Fiber Optic	Concurrent
22470	2/10/12	Riverside Highland Water	Project	10" Water	July 2012
22669	2/10/12	Time Warner Cable	Owner	Overhead Fiber Optic	June 2012
22460	2/10/12	Southern CA Gas (Dist)	50%/50%	Underground Gas	May 2012
22462	2/10/12	City of Colton (Electric)	Project	Overhead 12kv	June 2012
22463	2/10/12	City of Colton (Water)	Project	FH & Water Meter	Concurrent
22459	2/17/12	AT & T (Trans Fiber)	Project	Underground Fiber Optic	Concurrent
22458	2/17/12	AT & T (Dist)	50%/50%	Copper Underground	May 2012
22464	1/31/12	City of Colton (Sewer)	Project	8" Line w/ MH	April 2012
22465	2/10/12	Riv. Public Util. (Electric)	Project	Overhead Trans. /Dist.	June 2012
22471	2/24/12	Sierra Holding Co. (Water)	Owner	14" Water	Concurrent
22467	1/31/12	Kinder Morgan (Petroleum)	Project	24" Petroleum	July 2012

5. **RIGHT OF WAY CLEARANCE:**

All necessary arrangements have been made for remaining right of way clearance work to be undertaken and completed as required for proper coordination with the construction schedule as follows:

Parcel No.	KP/PM	Description	Salvable/Non Salv.	Method of Disposal	Date Site Available to Const. Contractor
21932		Wilbro (Clear Channel)		Removed by sign company	8/1/12 T
22062		Ashley Furn.(Lamar Advertising)		Removed by sign company	8/1/12 T
22397		City of Colton (Lamar Advertising)	Salvable	Removed by sign company	8/1/12 T

6. **AIRSPACE AGREEMENTS:**
There are no airspace lease properties within the limits of this project.

7. **COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS:**
Compliance was not required as there were no displacements for this project.

8. **COOPERATIVE AGREEMENTS** (Optional Entry):
None required.
(OR)
Agency Agreement No.

9. **ENVIRONMENTAL MITIGATION:**
No environmental mitigation parcels are required for this project.
(OR)
All environmental mitigation parcels on the project have been acquired.
(OR)
Acquisition of environmental mitigation parcels is ongoing. (Explanation)

10. CERTIFICATION

"I hereby certify the right of way on this project as conforming to 23 CFR 635.309(C)(3). The project may be advertised at any time. Approvals are attached for the work-around. Appropriate notification has been included in the Bid Documents. An updated Certification No. 3W will be provided by 7/1/12."

SANBAG agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liability which may result in the event the right of way for this project is not clear as certified. SANBAG shall pay, from its own nonmatching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to SANBAG for the orderly performance of the project work.

Recommended for Approval:
OVERLAND, PACIFIC & CUTLER, INC.

NOTE:
Must be signed by person authorized by resolution of City or County Board

_____
Joey Mendoza, Principal
Authorized Right of Way Representative

_____
Date

Recommended for Approval:
STATE OF CALIFORNIA (CALTRANS)

_____
Authorized Right of Way Representative

_____
Date

Approved By:
SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

By: _____

Title: _____

Date: _____

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: **11**

Date: March 7, 2012

Subject: South Milliken Avenue and Union Pacific Railroad Los Angeles Line Railroad Grade Separation in the City of Ontario

Recommendation:* Approve Amendment No. 1 to Project Funding Agreement No. C10093 with the City of Ontario for Plans, Specifications, and Estimates (PS&E) Services for the Rail-Highway Grade Separation Project at S. Milliken Avenue for an increase of $440,000 and a revised not-to-exceed SANBAG contribution of $3,796,000, and for a new expiration date of 6/30/2013 to comply with SANBAG's Contracting and Procurement Policy 11000.

Background: **This is an amendment to an existing agreement.** Milliken Avenue is a north/south corridor east of the Ontario Airport, between State Route 60 and Interstate 10. This corridor carries an estimated 19,500 vehicles per day, including heavy trucks. Separating the existing at-grade Union Pacific railroad crossing at the South Milliken Avenue location just north of Mission Boulevard increases travel reliability for both the community and truck traffic; improves air quality by decreasing vehicle stacking and idling time; eliminates potential conflicts between vehicular and train traffic; and eliminates gate down time.

In June 2010, The Board approved Project Funding Agreement No. C10093 with the City of Ontario for the Plans, Specifications and Estimate

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203b-ks
Attachment: C10093-01

(PS&E) Services for the S. Milliken Avenue Grade Separation Project. C10093 defined the roles and responsibilities of the two parties in developing and funding the PS&E phase of the Project. The City of Ontario accepted the lead role and hired a consultant firm to prepare the PS&E for the Project. Recently, the City of Ontario staff submitted an amendment request to SANBAG for additional PS&E work needed to evaluate more design alternatives.

During the 35% PS&E plan check, an alternate rail-highway grade separation configuration was recommended by the City's constructability reviewer that would potentially decrease overall construction cost and also provide favorable intersection operations. SANBAG Staff believes the alternate configuration is worthy of further evaluation because of these reasons, and supports the City of Ontario's request for an amendment to provide additional funds to enable the city's consultant, Moffatt & Nichol, to complete the alternative grade separation configuration. The additional PS&E work is described in more detail in Attachment A-1 of the subject Amendment C10093-01.

The table below summarizes the current project schedule:

Environmental Approved	June 15, 2010
Design Approved & R/W Certified	December 2012
Start Construction	June 2013
End Construction	June 2015

The cost of the additional PS&E work for the S. Milliken Avenue Grade Separation Project is estimated at $550,000. Per Funding Agreement C10093, SANBAG's share is 80% of the total cost, and the City of Ontario's share is 20%. Accordingly, with the subject Amendment C10093-01, SANBAG's share will increase by $440,000 for a revised total contribution of $3,796,000. The City of Ontario's share will increase by $110,000 for a revised total contribution of $949,000. These amounts do not include any costs for providing Design support services during construction. As such, staff anticipates to bring to the SANBAG Board a request for another amendment in the next year or so, to cover the cost of Design support services during construction.

The original Funding Agreement C10093 had no term limit, which is inconsistent with SANBAG's Contracting and Procurement Policy 11000. Therefore, to comply with SANBAG's Contracting and Procurement Policy 11000, the subject Amendment C10093-01 will set a new expiration date for the Agreement of June 30, 2013.

Staff is recommending approval of Amendment No.1 to Project Funding Agreement C10093 with the City of Ontario for the S. Milliken Avenue Grade Separation project in the City of Ontario.

Financial Impact: This item is consistent with the adopted 2011/2012 Fiscal Year Budget. Funding for this contract is provided under Task 87612000. The funding source is: MSI 2010 – Valley Major Street.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203b-ks
Attachment: C10093-01

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10093 Amendment No. 1

By and Between

San Bernardino Associated Governments (SANBAG) and City of Ontario

Contract Description Project Funding Agreement for the Plans, Specifications & Estimate (PS&E) for the S. Milliken Avenue Grade Separation.

Board of Director's Meeting Date: March 7, 2012
Overview of BOD Action: Approve Amendment No. 1 to Agreement C10093

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

CONTRACT OVERVIEW

Original Contract Amount	$	3,356,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	3,356,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	440,000	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	3,796,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,796,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
6/2/2010	No Term Limit	6/30/2013

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Original Contract had no term limit. New expiration date is consistent with SANBAG's Contracting and Procurement Policy 11000.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 87612000
☐ A Budget Amendment is required.
How are we funding current FY? MSI 2010-Valley Major Streets

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Project is funded with City of Ontario Local Funds and MSI 2010-Valley Major Streets

☒ 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	1-27-12 Date	Project Manager Signature	1-26-12 Date
Chief Financial Officer Signature	1/31/12 Date	Contracts Manager Signature	2/8/12 Date

C10093-01

AMENDMENT NO. 1 TO

PROJECT FUNDING AGREEMENT NO. C10093

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND

THE CITY OF ONTARIO

FOR

Plans, Specifications & Estimates (PS&E) Services for a Rail-Highway Grade Separation Project at S. Milliken Avenue and Union Pacific Railroad Los Angeles Line in the City of Ontario

This Amendment No. 1 to Project Funding Agreement C10093 (hereinafter referred to as "AMENDMENT NO. 1") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG"); and the City of Ontario (hereinafter referred to as "CITY"), as of the Effective Date of this AMENDMENT NO. 1 as defined herein.

WITNESSETH:

WHEREAS, SANBAG and CITY previously executed that certain Project Funding Agreement No. C10093 (hereinafter referred to as "AGREEMENT") on June 2, 2010 to jointly fund the Plans, Specifications and Estimate (PS&E) Services for the S. Milliken Avenue and Union Pacific Railroad Los Angeles Line Grade Separation (hereinafter referred to as "PROJECT"); and

WHEREAS, the estimated cost of PROJECT has increased by $550,000 due to necessary additional PS&E services described in Attachment "A-1" attached hereto and incorporated herein by this reference; and

WHEREAS, SANBAG's share of the cost of the PROJECT is 80% per the provisions of AGREEMENT, which would result in an increase in SANBAG's share by $440,000 and result in a total SANBAG contribution of $3,796,000; and

WHEREAS, Section I, Article 1 of the AGREEMENT specifies that SANBAG's share of the cost of the PROJECT shall not exceed $3,356,000 unless SANBAG and CITY execute an amendment to the AGREEMENT; and

WHEREAS, SANBAG and CITY agree to amend the AGREEMENT by this AMENDMENT NO. 1 to include the additional PS&E services needed for the PROJECT, as identified in Attachment "A-1" to this AMENDMENT NO. 1; and

WHEREAS, Section III, Article 5 of AGREEMENT specifies an indefinite term for the AGREEMENT, which is inconsistent with SANBAG's Contracting and Procurement Policy 11000; and

WHEREAS, SANBAG and CITY agree to amend the AGREEMENT by this AMENDMENT NO. 1 to include a definite term for the AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the AGREEMENT by this AMENDMENT NO. 1 as follows:

1. Delete the second sentence of SECTION 1, Article 1 of the AGREEMENT in its entirety and replace with the following:

   "Said reimbursement amount shall not exceed $3,796,000, which represents 80% of the revised estimated cost for the PROJECT as stated in Attachment A."

2. Delete the first sentence of SECTION III, Article 5 of the AGREEMENT in its entirety and replace with the following:

   "This AGREEMENT shall terminate on June 30, 2013, or upon reimbursement of all eligible costs by SANBAG, unless otherwise terminated pursuant to this AGREEMENT or extended by mutual written consent of SANBAG and CITY".

3. Exhibit "A" of the AGREEMENT is hereby replaced and superseded by Exhibit "A-1" of this AMENDMENT NO. 1. All references in the AGREEMENT to Exhibit "A" shall hereinafter mean Exhibit "A-1" of this AMENDMENT NO. 1.

4. Except as amended by this AMENDMENT NO. 1, all other provisions of AGREEMENT shall remain in full force and effect.

5. The Effective Date of this AMENDMENT NO. 1 to AGREEMENT is the date it is approved and signed by both SANBAG and CITY.

6. The Recitals are incorporated into the body of this AMENDMENT NO. 1 to the AGREEMENT.

[Signatures on Following Page – Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, this Amendment No.1 has been executed by the Parties as of the Effective Date.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Larry McCallon, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
General Counsel

Date: 2/9/12

CONCURRENCE BY:

By: _____
Kathleen Murphy-Perez
Contracts Manager

CITY OF ONTARIO

By: _____
Chris Hughes
City Manager

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
John Brown
City Attorney

Date: _____

ATTACHMENT A-1

South Milliken Grade Separation

Project Scope and Cost

Proposed Project Work:
Preparation of Plans, Specifications and Estimates (PS&E) for the rail-highway grade separation at S. Milliken Avenue and the Union Pacific Railroad Los Angeles Line in the City of Ontario.

Additional PS&E Services:
During the 35% PS&E check, an alternate rail-highway grade separation configuration was recommended by CITY's constructability reviewer that would potentially decrease overall construction cost and also provide favorable intersection operations. Staff believes the alternate configuration is worthy of further evaluation and is requesting additional funds to have Moffatt & Nichol (CITY's Consultant) compare it with the current design. Funds will also be used to bring the plans to a 35% level of design that employs recommended structural cost saving strategies. **Following is a list of the additional PS&E Services which resulted in an estimated increase in cost of $550,000:**

1. Various Exhibits & Graphics & Initial Evaluation of SPI: Prepare various exhibits and graphics to formulate consensus with stakeholders on a number of issues ranging from utility disposition, property access and initial evaluation of a SPI (Single Point Interchange). Exhibits and graphics include: area tabulation Exhibit Cam Guard Parcel – City Planning and Public Works Department usage; several utility corridor exhibits; pathway exhibit for Mission to Milliken connectivity; exhibits (truck turning & staging) to support FULL closure of Milliken; numerous ingress/egress and traffic routing exhibits for SE & SW parcels to reach consensus; preparation of a variety of cost estimates associated with the exhibits/graphics; exhibit for Fuel line disposition; Right-of-Way matrix. Apply truck turning templates and refine the preliminary geometry of the SPI concept provided by others in order to determine a rough order of magnitude cost and the proper footprint of the overhead (bridge) structure. This exercise is vital in evaluating the viability of an SPI alternative and to reach a determination if further study and analysis would be required in order to reach a decision on the most feasible intersection alternative - SPI vs. Median Ramp. **(Estimated Cost of this additional PS&E Work is: $45,612).**

2. Traffic Analysis: Perform a traffic analysis, LOS and queuing analysis using the General Plan volumes for both the SPI and Median Ramp alternatives and the decision to reduce Mission Blvd. from 6 lanes to 4 lanes. Also perform a signal warrant study for the Cornerstone Drive / Mission Blvd. intersection. **(Estimated Cost of this additional PS&E Work is: $17,400).**

3. Median Ramp Vs SPI Feasibility Analysis: Prepare geometric layouts based upon the lane configuration and geometry determined in the above traffic modeling, for both the SPI and Median Ramp Intersection Alternatives. Prepare cost estimates and a recommendation for the preferred alternative (SPI vs Median Ramp) to advance to a 35 % Re-design effort. **(Estimated Cost of this additional PS&E Work is: $50,000).**

4. IEUA Sewer Re-Alignment: Design a re-routing of the IEUA 27"sewer line within the NW parcel (American Re-cycle property). The re-route will commence near the intersection of Philadelphia / Milliken and traverse westerly and southerly within the proposed utility corridor which contains the City of Ontario relocated sewer and water mains. Approximate length of the IEUA 27" sewer re-routing is 300 feet. **(Estimated Cost of this additional PS&E Work is: $7,044).**

5. Traffic Signals: Prepare traffic signal plan and obtain electric point of service for a new signal at Mission Blvd. and Cornerstone Dr. Prepare signing and striping plan from Cornerstone Dr. to approximately 800' east, including any necessary transition to join the existing striping. Respond to plan review comments at the 65 % and 100 % submittals and advance the above plans to final approval. **(Estimated Cost of this additional PS&E Work is: $12,502).**

6. Private Property Improvement: Additional effort and support to reach consensus with property owners on driveway access and the extent and limits of private property improvements. Respond to plan review comments at the 65 % and 100 % submittals and advance the above plans to final approval. **(Estimated Cost of this additional PS&E Work is: $25,858).**

7. "U" Turn Mission Blvd (East of I-15): Prepare a combined street improvement / grading plan to construct an eastbound (EB) left / "U" turn pocket within the existing median island of Mission Blvd. just east of I-15. The "U" turn will be located opposite an existing westbound left turn pocket. It is assumed that drainage will be handled by normal street paving and existing curb and gutter drainage and extension of drainage facilities (storm drain pipes and curb inlets) and preparation of a drainage report are not included. **(Estimated Cost of this additional PS&E Work is: $14,596).**

8. Roadway / Drainage / Grading Plans/ Sewer and Water Re-Design: Prepare construction drawings to depict the NEW Median Ramp intersection geometry and lane configuration and the associated reduction from 6 lanes to 4 lanes on Mission Blvd. The following is a listing of the various drawing categories and their respective status to achieve a 35 % re-design level of completion. **(Estimated Cost of this additional PS&E Work is: $153,036).**

9. Structures / Wall Plans Re-Design: Due to the geometric reconfiguration of the Milliken Ave. / Mission Blvd. Intersection and lane reductions on Mission Blvd. the structural type selection and 35 % Re-Design for both the over crossing structure (bridge) and retaining walls require a complete re-do effort. This analysis includes performing type selection for the retaining walls based on the revised project geometry. Feasibility, pros, cons and costs will be compared for both Mechanically Stabilized Embankment (MSE) and cast-in-place, cantilever (Caltrans Type 1) retaining walls. Retaining wall general plan, layout and foundation plans will be prepared as well as respective cost estimates. **(Estimated Cost of this additional PS&E Work is: $167,186).**

10. Traffic Signals / Lighting, Signing, Striping and Detour Plans Re-Design: The following previously prepared 35 % traffic related plans will be re- designed to be compatible with the new project alignment and intersection geometry: Traffic Signal Plans, Signal Interconnect Plans, Detour Plans, Signing and Striping Plans, and Street Lighting Plans. **(Estimated Cost of this additional PS&E Work is: $45,588).**

11. Drainage Report: The previously submitted Drainage Report will be revised and associated graphics updated to be compatible with the new project geometry. **(Estimated Cost of this additional PS&E Work is: $6,672).**

12. Cost Estimate: Prepare a quantity take off and updated estimate of the new 35% Re-Design submittal including the new scope items listed above. **(Estimated Cost of this additional PS&E Work is: $4,506).**

Revised Summary of Project PS&E Costs:

Original Estimated Cost for PS&E Services $4,195,000
SANBAG's Original Share (80%) $3,356,000
CITY's Original Share (20%) $839,000

Additional Services Per This Amendment:	$550,000
Revised Estimated Cost for PS&E Services:	$4,745,000
SANBAG's Revised Share (80%):	$3,796,000
CITY's Revised Share (20%):	$949,000

Governments SANBAG Working Together

San Bernardino Associated Governments
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: March 7, 2012

Subject: Interstate 215 (I-215)/Barton Road Interchange, Plans, Specifications, & Estimates (PS&E) Phase

Recommendation:* Direct staff to negotiate with the California Department of Transportation (Caltrans) to discuss the potential of having Caltrans undertake all tasks associated with the preparation of the Plans Specifications and Estimate (PS&E) on the I-215/Barton Road Interchange project.

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

In December 2007, SANBAG Board approved Cooperative Agreement No. 08-099 with Caltrans for the Project Approval & Environmental Document (PA&ED) phase of the project. Agreement 08-099 defined the roles and responsibilities of Caltrans and SANBAG relative to the development and funding of the PA&ED phase of the project. SANBAG agreed to take the lead role and to fund 100% of the PA&ED cost, and Caltrans agreed to provide Independent Quality Assurance (IQA) and technical oversight at no charge to SANBAG.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1203c-ks

The PA&ED phase is nearing completion and staff anticipates PA&ED approval by August 2012. Accordingly, staff would like to proceed with the necessary steps to initiate work on the PS&E phase in order to maintain the current project schedule that was included in the SANBAG 10-Year Delivery Plan. The table below summarizes the current project schedule:

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

Staff is seeking direction from the Board before commencing negotiations with Caltrans for the potential of having Caltrans undertake all tasks associated with the preparation of the PS&E. Staff sees the benefits and the feasibility of this approach and believes that with Caltrans possibly performing all PS&E work, we would be able to:

- Start the PS&E 2-3 months sooner than we would normally do under the SANBAG Contracting and Procurement Policy 11000, by eliminating the need for issuing a Request For Proposals (RFP), evaluating proposals, shortlisting, and interviews.

- Save time on Caltrans approvals/reviews of technical documents, plans, reports, and submittals. With Caltrans possibly doing the work in-house, the Caltrans review process and Internal Quality Assurance (IQA) would be shorter.

- Benefit from the lessons learned from working with Caltrans on the I-215/Bi-County High Occupancy Vehicle (HOV) project. Caltrans has identified the same Design team that has just completed PS&E for the I-215/Bi-County HOV project as available and ready to work with SANBAG on the preparation of the PS&E for the I-215/Barton Road Interchange Project.

- Start work on the PS&E phase concurrently with the PA&ED phase as opposed to waiting until after the PA&ED is approved in August 2012. Caltrans would more likely allow this procedure when the PS&E work is being done in-house by Caltrans.

- Strengthen SANBAG's working relationship and cooperation with Caltrans.

For the reasons mentioned above, and to enable timely commencement of the PS&E work on the I-215/Barton Road Interchange project, staff is recommending that the Board direct staff to enter into negotiations with Caltrans for the potential of having Caltrans undertake all tasks associated with the preparation of the PS&E. Staff will report back to the Board in the coming months and will seek further approval and authorization for any and all future agreements on this project.

Financial Impact: This item has no direct impact on the adopted 2011/2012 Fiscal Year Budget. Financial commitments by SANBAG on the PS&E work will be covered under future agreements.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 9, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

San Bernardino Associated Governments
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **13**

Date: March 7, 2012

Subject: Interstate 10 (I-10) Westbound Lane Addition Construction

Recommendation:* Approve Amendment No. 2 to Contract C08002 with CH2M Hill at no additional cost to extend the period of performance to June 30, 2014 for design support as needed through the construction phase of the I-10 Westbound Lane Addition Project.

Background: **This is an amendment to an existing contract to extend the termination date.** Interstate 10 Westbound Lane Addition Project is the third phase of freeway improvements on the Interstate 10 in the East Valley. Completed improvements include the addition of an eastbound truck climbing lane between Ford Street and Live Oak Canyon Road; and the addition of a lane in each direction between Orange Street and Ford Street. This third project will add a new general purpose westbound lane from Live Oak Canyon to Ford Street. Upon completion of this project, I-10 will be a minimum of four lanes in each direction from the Los Angeles County Line to Live Oak Canyon Road. Also included in this project is ramp metering for the Yucaipa Boulevard westbound ramp.

On September 12, 2007 the Board approved Contract No. C08002 with CH2M Hill in the amount of $3,043,941.45 for design engineering associated with the Interstate 10 Westbound Widening Project. On March 3, 2010 the Board approved Amendment No. 1 adding engineering support services during the construction phase and extending the termination date 28 months until March 8, 2012.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1203a-mb
Attachment: C08002-02

Due to funding issues and design changes requested by Caltrans, advertising and the award of the construction contract was delayed until December 2010. The project was awarded to Beador Construction Company and construction started in March 2011. Based on the final construction documents the period of construction was increased from an anticipated 20 months to 26 months with an ensuing 12 month plant establishment period. Construction of the project including landscape establishment is currently expected to be complete in spring 2014.

CH2M Hill has performed well providing design and design support during the construction phase for this project. Staff recommends that Contract No. C08002 "Period of Performance", be extended to June 30, 2014 to provide engineering support services for the entire duration of the project and project closeout.

Staff has discussed with CH2M the potential impacts to the contract cost due to the project delays and changes in durations. Currently we have a remaining contract balance of $647,000 which is adequate for anticipated remaining services. As such, at this time Staff is not recommending an increase in the total cost of Contract C08002.

Financial Impact: Approval of this amendment to Contract No. C08002 has no financial impact as it only extends the duration with no increase of cost. Task No. 86212000.

Reviewed By: This item was reviewed and recommended for approval (14-0-1; Abstained: Gonzales), by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and accepted this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203a-mb
Attachment: C08002-02

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 08002 Amendment No. 2

By and Between

CH2M Hill and San Bernardino County Transportation Authority

Contract Description Engineering Support Services during Construction of I-10 Westbound Lane Addition

Board of Director's Meeting Date: 3/7/12
Overview of BOD Action: Approve time extension only

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

CONTRACT OVERVIEW

Original Contract Amount	$	2,767,219.45	**Original Contingency Amount**	$	276,722
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	2,767,219.45	**TOTAL CONTINGENCY VALUE**	$	276,722
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,043,941.45

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
9/12/07	3/8/12	6/30/14

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 862.
☐ A Budget Amendment is required.
How are we funding current FY?

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
This contract covers the federal funds reimbursement from Caltrans
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

mm 2/2/12

Task Manager Signature	2/2/12 Date	Project Manager Signature	2/2/12 Date
Chief Financial Officer Signature	2/2/12 Date	Contracts Manager Signature	2/7/12 Date

AMENDMENT NO.2 TO

CONTRACT NO. C08002

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CH2M HILL

FOR

DESIGN ENGINEERING SERVICES I-10 WESTBOUND LANE ADDITION PROJECT

THIS AMENDMENT NO. 2 is made and entered into effective as of the Effective Date identified herein by and between the San Bernardino Associated Governments (AUTHORITY), and, CH2M Hill, (CONSULTANT).

RECITALS:

WHEREAS, by Contract No. C08002 dated September 12, 2007, as changed by Amendment No. 1 dated March 3, 2010, AUTHORITY and CONSULTANT entered into a contract for Design Engineering Services associated with the I -10 Westbound Widening Project; and

WHEREAS, additional time is needed to complete the project at no change to the overall amount of the Contract.

NOW, THEREFORE, it is mutually agreed that Contract No. C08002 is hereby amended as follows:

1. Amend Article 2 "Performance Schedule and Force Majeure" Paragraph 2.1 to delete March 8, 2012 and insert June 30, 2014 as the termination date.

2. All other provisions and terms of this contract shall remain the same.

3. The Effective Date is the date that the AUTHORITY executes this Amendment.

CH2M Hill

By: _____
THOMAS IONTA
Operations MANAGER

Date: 2/15/12

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

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: **14**

Date: March 7, 2012

Subject: Right-of-way Appraisals and Acquisitions for the Palm Avenue Grade Separation Project

Recommendation:* 1. Approve appraisals on properties needed for the Palm Avenue Grade Separation project listed in Attachment "A" of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of parcels needed for the Palm Avenue Grade Separation Project as listed in Attachment "A" at a not-to-exceed aggregate total of $2,000,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for required properties identified in Attachment "A" for construction of the Palm Avenue Grade Separation Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507).

Background: **Recommendation 1:** SANBAG, in conjunction with the City of San Bernardino is proceeding with the Palm Avenue Grade Separation project. This project is utilizing State Trade Corridors Improvement Funds (TCIF) which require award of a construction contract no later than 2013. The design of the project is through 95% Plans, Specifications, and Estimate (PS&E) and the right-of-way

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203d-das
Attachments: BRD1203d1-das, BRD1203d2-das, BRD1203d3-das, BRD1203d4-das and BRD1203d5-das

requirements have been identified. SANBAG's right of way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of 11 parcels. The 11 parcels are summarized in Attachment "A" and include permanent easements and temporary construction easements with a total appraised value of $2,000,000. Copies of these appraisals are on file with the Director of Project Delivery. These appraisals have been reviewed by a senior appraiser and by SANBAG's independent right of way advisor for compliance with necessary processes and meeting fair compensation requirements. Staff recommends approval of these appraisals.

Recommendation 2: SANBAG is also required by Federal and State law to provide relocation assistance (RAP) for property owners that are displaced and/or require relocation of personal property. Additional acquisition costs include any demolition that is required to clear the property of existing improvements on the acquired right of way. The total estimated acquisition cost for all properties identified in Attachment "A" is $2,000,000 and includes the appraised costs, RAP and demolition costs, and a contingency. Staff requests that the Board authorize the project team to proceed with offers to the property owners, with this aggregate cost limit for the sum of these offers. The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will go to every possible extent to avoid such actions, there is a potential that these properties may need to be acquired through eminent domain proceedings. The funding for the right of way phase is through a mixture of Federal Congestion Mitigation and Air Quality (CMAQ) funds, Measure I 2010-2040 Major Streets funds, and a fair share contribution from the City of San Bernardino. Staff recommends approval of this recommendation.

Recommendation 3: Acquisition of these easements in a timely manner is critical to maintaining the planned construction schedule for the project. Staff is recommending that the Board authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements, similar to the procedure used 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 11 properties identified herein. A standard agreement and easement format will be used for these acquisitions and a copy of these standard agreements and easements is attached for reference.

BRD1203d-das
Attachments: BRD1203d1-das, BRD1203d2-das, BRD1203d3-das, BRD1203d4-das and BRD1203d5-das

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget, Task No. 87412000.

Reviewed By: This item was reviewed and recommended for approval (14-0-1; Abstained: Gonzales), by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed this item and attached items as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203d-das
Attachments: BRD1203d1-das, BRD1203d2-das, BRD1203d3-das, BRD1203d4-das and BRD1203d5-das

Palm Avenue Grade Separation Property Acquisitions- Attachment "A"

APN	Owner	Type
0262-051-02	San Bernardino County Flood Control District	Partial fee take
0266-021-17, 18, 32, and 39	San Bernardino Universal Self Storage, LLC	Part takes-permanent and temporary construction easements
0266-021-44	Wallace M. and Kathryn G. Francis	Full take-fee
0266-041-22	Fred G. Walter and son	Temporary construction easement
0266-041-62	Palm Avenue SB LLC	Part takes-permanent and temporary construction easements
0266-041-69	Gaelle II, LLC	Temporary construction easement
0266-041-70	Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust	Temporary construction easement
0266-011-13	Atchison, Topeka & Santa Fe Railway Company (BNSF Railroad)	Part takes-permanent and temporary construction easements

Attachment "B"

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: ___-___-__-____

(PROJECT NAME)

NO FEE PER GOVERNMENT CODE SECTION 6103
SPACE ABOVE FOR RECORDER'S USE

GRANT OF EASEMENT

This Grant of Easement is entered into by and between the _____ called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, hereby GRANTS unto Commission, its officers, agents and employees and persons under contract with said Commission and their employees, A PERMANENT ROADWAY EASEMENT FOR STREET, HIGHWAY AND UTILITY PURPOSES IN, OVER, UNDER AND ACROSS, the real property in the County of San Bernardino, described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made part hereof.

Date _____

(Type Grantor's Name Here)

By _____

Print Name _____

Print Title _____

BRD1203d2-das

PROJECT NAME: _____
APN: _____

Certificate of Acceptance

This is to certify that the interest in the EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____
Executive Director

Date: _____

BRD1203d2-das

Attachment "C"

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: ____-___-__-____

Palm Avenue Grade Separation

NO FEE PER GOVERNMENT CODE SECTION 6103
SPACE ABOVE FOR RECORDER'S USE

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is entered into by and between the _____ called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, _____ _____hereby GRANTS unto Commission, its successors and assigns, a TEMPORARY CONSTRUCTION EASEMENT in, over, under and across the real property in the County of San Bernardino, State of California described as follows: Exhibit "A", Legal Description; and depicted in Exhibit "B", Plat Map, attached hereto and made part hereof.

It is understood that said temporary construction easement shall extend for a period of (24) months commencing forty eight (48) hours after Commission provides written notification to Grantor of its intent to commence construction.

At the expiration of the Temporary Construction Easement, Commission shall restore such property to a condition as near as practicable to the condition that existed immediately prior to Commission's operations.

Date _____

(Type Grantor's Name Here)

By _____

Print Name_____

Print Title_____

BRD1203d3-das

Palm Avenue Grade Separation
APN: _____

Certificate of Acceptance

This is to certify that the interest in the TEMPORARY CONSTRUCTION EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____
Executive Director

Date: _____

BRD1203d3-das

Attachment "D"

PARCEL NO.:
APN:
TITLE REPORT NO:
PROJECT: PALM AVENUE GRADE SEPARATION
FEDERAL ID NO:

AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT is entered into this ____ day of _____, 2012 by and between the San Bernardino County Transportation Commission, (hereinafter called Commission), and _____ (hereinafter called Seller) for acquisition by Commission of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Commission, and Commission agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called Agreement), all that certain real property (hereinafter called Property) situated in the City of San Bernardino County of San Bernardino, State of California, and legally described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO
   AND BY THIS REFERENCE MADE A PART HEREOF

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

   AND NO/100 DOLLARS
   ($000,000)

3. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Commission _____ title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

   a. Non-delinquent taxes for the fiscal year in which this transaction closes which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.

   b. Quasi-public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).

   c. Items numbered _____in the above referenced preliminary title report issued by _____ Title Company dated _____.

3.1. Seller agrees to convey to Commission a Temporary Construction Easement in, on, over and above the portion of the subject property depicted on the attached Exhibit "B" and incorporated herein by this reference.

3.2. Seller further agrees to convey to the respective public or quasi-public entity referenced in the Easement Deed(s) attached hereto as Exhibit "C" and incorporated herein by this reference.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of said deed(s) to Commission, provide Authority with CLTA Standard Coverage Policy of Title Insurance in the amount of $000,000 issued by _____Title Company showing the title to the property vested in Commission, subject only to the exceptions set forth in Paragraph 3 of this Agreement and the printed exceptions and stipulations in said policy. Commission agrees to pay the premium charged therefore.

5. ESCROW. Commission agrees to open an escrow in accordance with this Agreement at an escrow company of Commission's choice. This Agreement constitutes the joint escrow instructions of Commission and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within ninety (90) days following the Opening Date.

   Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Commission will deposit an executed Certificate of Acceptance with Escrow Agent. Commission agrees to deposit the purchase price upon demand of Escrow Agent. Commission and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

   All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

6. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

   a. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;

   b. Pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Agreement;

   c. Pay and deduct from the amounts payable to Seller under Paragraph 2 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) including late charges, if any, except penalty (if any), for payment in full in advance of maturity, shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder;

   d. Pay and charge Commission for all recording fees incurred in this transaction including payment of reconveyance fees and forwarding fees for partial or full reconvenances of deeds of trust or release or mortgage by Commission;

   e. Pay and charge Commission for any escrow fees, charges, and costs payable under Paragraph 7 of this Agreement;

   f. Disburse funds and deliver deed when conditions of this escrow have been fulfilled

by Commission and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE WITHIN (90) DAYS FOLLOWING THE ESCROW OPENING DATE.

7. ESCROW FEES, CHARGES AND COSTS. Commission agrees to pay all Commission's and Seller's usual fees, charges, and costs which arise in this escrow.

8. POSSESSION AND USE. It is the intent of this Agreement to consummate the escrow.

Commission requires immediate possession of a portion of the Easement Area to construct the proposed Project. One of the purposes of this Agreement is to allow Commission to proceed with the construction of the Project without delay.

In consideration of the sum to be paid to Seller and any other consideration set forth herein, Seller hereby grants to Commission, its contractors, agents and all others deemed necessary by Commission, the irrevocable right to possession and use of the Easement Area including the right to remove and dispose of improvements located therein. In consideration for this irrevocable grant of possession and use, concurrently with the opening of escrow (as defined above), Commission will deposit in escrow the full cash portion of the Purchase Price. Commission's right to possession of the Easement Area shall be conditioned upon and shall commence on the date said sum is paid into escrow (as defined above).

Upon taking possession, Commission shall be solely responsible for the Easement Area and shall defend, indemnify and hold Seller harmless from and against any and all claims arising out of or related to Commission's possession and use thereof. If Commission does not complete the purchase of the Easement Area and this Agreement is terminated or canceled, for any reason except Seller's default, Commission shall, at Commission's sole cost and expense, completely restore the Easement Area to its condition as existed immediately prior to Commission taking possession under this Section 8.

By granting the irrevocable right to possession and use of the Easement Area to Commission as described herein, Seller agrees that (a) Seller specifically waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by Commission, authorizing the taking of the Easement Area; and (b) Seller shall not object to the filing of an eminent domain proceeding to acquire the Easement Area; and (c) in any eminent domain action filed by Commission to acquire the Easement Area, Seller shall not challenge Commission's right to take such property, and the only issue shall be the amount of just compensation for the Easement Area. The right to possession described in this Section 8 will survive any termination of escrow prior to Closing.

9. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Commission, by reason of Commission's acquisition of the Property,

specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the subject Property or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for precondemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Commission of this subject Property; however Seller and Commission, and each and all of their individual collective agents representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.

10. CONSTRUCTION CONTRACT AND CURATIVE WORK.

    a. It is understood and agreed by and between the parties hereto in addition to the compensation shown in Paragraph 2 hereinabove, the Commission, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:

        i. (i.e. Adjust grade of ingress, egress area if any.)

        ii.

    All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Commission, shall be left in as good condition as found.

    b. It is understood and agreed by and between the parties hereto that the compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

        i.

    It is further understood between the parties hereto that if the improvements referred to in Paragraph 9b above are not removed from the subject property prior to _____ _____, but not sooner than the close of escrow, Commission, its agents, contractors, or assigns, shall have the right to remove said improvements and dispose of same in any manner Commission deems appropriate without further notice or responsibility to Seller whatsoever.

11. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Commission, its authorized agents or contractors, if necessary by reason of the above-mentioned improvement, the right to enter upon Seller's property upon 48 hours prior written notice to perform the construction items referred to in Paragraph 9a above and for any of the following reasons.

    a. To make necessary and reasonable inspections.

b.

12. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Commission harmless and reimburse Commission for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.

13. EMINENT DOMAIN DISMISSAL. Seller and Commission acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums received from Commission under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Commission that:

    a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

    b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

    c. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.

    d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

    e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Commission.

    f. Seller, at the time of execution of this Agreement, is seized of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any

Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Commission harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill,

release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. COUNTERPARTS. This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

19. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Commission herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.

20. NO BROKERS. Commission and Seller each represents to the other that no brokers have been involved in this transaction. Commission and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.

21. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Orange County.

22. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Commission may freely assign any or all if its interests or rights under this Agreement or under the Escrow without the consent of Seller.

23. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement 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 shall be deemed a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER SELLER

MAILING ADDRESS

SB COUNTY COMMISSION

Approved:

By:_____
{name}
{title}

_____
Date

Approved as to Form:

By:_____
{name}
General Counsel

PLACEHOLDER FOR EXHIBIT A

PLACEHOLDER FOR EXHIBITS B AND/OR C
(If Applicable)

APN: _____
TITLE REPORT NO: _____
PROJECT: Palm Avenue Grade Separation
FEDERAL ID No.:_____

AGREEMENT FOR ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT is entered into this day of ____, 2012 by and between the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California (hereinafter called "Buyer"), and _____ (hereinafter called "Seller") for acquisition by Buyer of a temporary construction easement ("TCE") as described herein.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called "Agreement"), a TCE over all that certain real property (hereinafter called "Property") situated in the City of San Bernardino, County of San Bernardino, State of California, and described in Exhibit "A" and depicted in Exhibit "B", both of which are attached hereto.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

   Purchase Price
   ($0.00)

3. CONVEYANCE OF EASEMENT. Seller agrees to convey to Buyer a TCE in, on, over and above the Property.

4. ESCROW. Buyer may elect to open an escrow in accordance with this Agreement at an escrow company of Buyer's choice. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties agree to perform all acts reasonably necessary to close this escrow in the shortest possible time.

   Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Buyer will deposit an executed Certificate of Acceptance with Escrow Agent. Buyer agrees to deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

   All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

5. CLOSE OF ESCROW. Escrow Agent is authorized to and shall disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller. The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.

6. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

7. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the TCE, specifically including, but not limited to, any and all damage to Seller's remainder property by reason of the acquisition of the TCE or the installation of the improvement project in the manner proposed, the value of improvements pertaining to the realty, leasehold improvements, any and all claims of rental or leasehold value and loss of business goodwill (excluding relocation benefits, if any), and any and all claims in inverse condemnation and for precondemnation damages, and any and all other claims that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of the TCE; however Seller and Buyer, and each and all of their individual collective agents representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages, which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the subject Property.

8. CONSTRUCTION CONTRACT AND CURATIVE WORK.

a. In addition to the compensation shown in Paragraph 2 hereinabove, Buyer, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:

i. None

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Buyer, shall be left in as good condition as found.

b. The compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

i. .

ii. .

If the improvements referred to in Paragraph 8b above are not removed from the subject Property prior to _____, 2008, but not sooner than the close of escrow, Buyer, its agents, contractors, or assigns, shall have the right to remove said improvements and dispose of same in any manner Buyer deems appropriate without further notice or responsibility to Seller whatsoever.

9. PERMISSION TO ENTER PROPERTY. For project planning and funding purposes, Seller hereby grants to Buyer and authorized agents or contractors, the right to possession of the area described in Exhibit "A" on _____ to perform the work described in 8a. However, said right of possession and use shall not be exercised prior to Buyer, or Buyer's agent, providing Seller with a 48-hour prior written notice to perform the construction items listed in paragraph 8a above.

The right to use the Property shall continue in effect for a period of ____ ( ) months. All efforts shall be made to complete the described work within the proscribed period of time; however, extraordinary circumstances may occur which may require additional time to complete the work (i.e. rain, labor dispute, shortage of materials). It is agreed that should the actual use extend beyond the time period delineated above, and the occurrence is verified through the contractor or City/State project inspection logs, Buyer agrees to pay at the rate of $_____ per month, prorated to the actual date of Buyer's termination of use.

In no event shall Buyer's use of the Property extend beyond _____, the projected project completion date.

10. DISCLOSURE. In the event Seller plans to sell, lease, or rent the Property prior to the completion of the project as defined in Paragraph 9 above or the final expiration of the TCE, Sellers shall inform, in writing, any and all parties involved in said sale, lease, or rental of this TCE acquisition and associated construction project by Buyer.

11. PROPERTY CONDITION. Seller agrees that no improvements, other than those already on the TCE area shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements within the easement area, which may hereafter be placed thereon, are at Seller's risk and without expectation of payment if removed by Buyer or Buyer's agent.

12. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums received from Buyer under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due

on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

a. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

b. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

c. Until the closing, Seller shall not do anything which would impair Seller's title to any of the Property.

d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Paragraph 13 not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

f. Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property.

g. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii)

defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

h. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

14. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

15. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

16. CONTINGENCY. The completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.

17. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. Buyer and Seller agree to indemnify one another against any claim, suits, damages and costs incurred or resulting from the claims of any person for any fee or remuneration due in connection with this transaction pursuant to a written agreement made with said claimant.

18. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in San Bernardino County.

19. ASSIGNMENT. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Buyer may freely assign any or all if its interests or rights under this Agreement or under the Escrow without the consent of Seller.

20. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

21. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement 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 shall be deemed a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

SELLER

By: _____

MAILING ADDRESS OF BUYER

San Bernardino County Transportation Commission
Attn: _____, Executive Director
_____
San Bernardino, California _____

BUYER

By: _____

Approved:

By: _____

_____
Date

Approved as to Form:

By: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

DEPICTION OF TCE

Governments SANBAG Working Together

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: 15

Date: March 7, 2012

Subject: Devore Interchange Right-of-Way Cooperative Agreement Amendment

Recommendation:* 1. Approve Amendment No. 1 to right of way Cooperative Agreement No. C11103 with Caltrans for the I-15/I-215 Devore Junction Goods Movement Project for execution of the entire right of way phase of the project, and increases the funding commitment by $47,853,825 for a revised Not-To-Exceed Amount of up to $50,353,825 in Measure I 2010-2040 Cajon Pass funds.

2. Authorize a contract term through December 31, 2019 for Cooperative Agreement No. C11103, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG's Contracting and Procurement Policy 11000.

Background: **This is an amendment to an existing cooperative agreement.** SANBAG and Caltrans executed agreement number C11103 in June 2011, defining roles and responsibilities for preliminary right of way activities through the project approval/environmental document (PA/ED) phase of the I-15/I-215 Devore Junction Goods Movement Project. This work included right of way engineering and acquisition of open market properties that were common to all proposed design alternatives. This work is ongoing under this Agreement.

Completion of the PA/ED work is anticipated in early 2012 thus consideration and approval of these recommendations at this time will allow the project development team to move uninterruptedly into the next phase of work for this

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203g-ds.docx
Attachment: C11103-01

project. This amendment to the Cooperative Agreement identifies Caltrans as the lead agency for this phase; however, due to limited resources, SANBAG will augment the Caltrans staff, as requested by Caltrans, and assist in the execution of some of the work subject to Caltrans review and approval. The specific roles and responsibilities for each agency are defined in the Cooperative Agreement for all remaining right of way scope required for the project, including acquisition of property, utility relocations, railroad coordination, environmental mitigation expenses and all related support efforts.

The funding for this work will be entirely from Measure I 2010-2040 Cajon Pass funds and is consistent with the 10-Year Delivery Plan. The use of Measure funding will allow the right of way activities to start immediately upon completion of PA/ED approval, securing of up to 6 months, since the Federal funds obligations process is unnecessary. Since the right of way work is a critical path in the overall delivery schedule for this design-build project, the ability to gain approximately 6 months in this phase will greatly benefit the project. The estimated cost of $50,353,825 is based on the estimate for right of way capital and support to acquire easements on over 120 properties including 2 railroads as well as the costs associated with the relocation of numerous utilities through the project area. In addition, through the processing of the environmental clearance documents and discussions with various resource agencies, a number of required mitigation measures have been identified. Most notable is the requirement for acquiring suitable land to replace sensitive habitat areas being impacted for the project. The expenses for these mitigation lands are included in this agreement.

In addition to formalizing roles, responsibilities, and funding, Amendment No. 1 extends the term of the Cooperative Agreement through 2019 which is anticipated to be about 3 years after completion of project construction. The extended duration is required to accomplish all of the necessary tasks including the final resolution of all potential eminent domain cases, disposal of excess land parcels, and final right of way mapping. SANBAG Policy 11000, part V.F. states: "The maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be for three years."

Staff recommends approval of Amendment No. 1 to Cooperative Agreement C11103 which increases the not-to-exceed amount by $47,853,825 for a total not-to-exceed funding amount of $50,353,825 with a contract term through December 31, 2019.

Financial Impact: This item is consistent with the 2011/12 SANBAG Budget. TN 88012000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 9, 2012 and the Mountain Desert Committee on February 17, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203g-ds.docx
Attachment: C11103-01

CONTRACT SUMMARY SHEET

Contract No. C 11103 Amendment No. 1

By and Between

California Department of Transportation and San Bernardino County Transportation Authority

Contract Description Cooperative Agreement for I-15/I-215 Devore Interchange Right of Way

Board of Director's Meeting Date: 3/7/12

Overview of BOD Action: Approve amendment to cooperative agreement for the balance of the right of way work for the Devore Design-Build Project

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

CONTRACT OVERVIEW

Original Contract Amount	$	2,500,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	47,853,825	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	50,353,825	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	50,353,825.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
6/1/11	6/30/12	12/31/19

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Term of the contract has been extended by over 7 years to allow completion of r/w activities

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 880.
☐ 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:*
Agreement funding all from Measure I 2010-2040 Cajon Pass funds

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

Task Manager Signature	1/31/12 Date	Project Manager Signature	1/31/12 Date
Chief Financial Officer Signature	1/31/12 Date	Contracts Manager Signature	2/9/12 Date

08-SBD-15- 14.0/R16.4
08-SBD-215- 16.0/17.8
EA: 0K710
District Agreement 08-1473 A/1
Project Number 0800000366

RIGHT OF WAY COOPERATIVE AGREEMENT AMENDMENT - 1 (REPLACEMENT AGREEMENT)

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

San Bernardino County Transportation Authority, a public entity referred to as 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. The parties hereto entered into Agreement No. 08-1473, on June 16, 2011, setting forth the terms and conditions to define and stipulate their respective responsibilities towards project on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC, referred to herein as "PROJECT." In the Agreement the parties stipulated as to their respective Right of Way responsibilities only through the initial PA&ED phase for PROJECT.

3. The parties have almost completed PA&ED phase. Therefore, the parties intend to restate in its entirety Agreement No. 08-1473 through this Amendment No. 1 to Agreement 08-1473, to define and stipulate on the terms of all the Right of Way (R/W) activities including the ones not included in the Original Agreement, as defined here.

4. All defined and stipulated R/W responsibilities assigned in this "Agreement" will be referred to as OBLIGATIONS.

5. Prior to Agreement No. 08-1473, CALTRANS and AUTHORITY prepared and executed the following Project Approval & Environmental Document (PA&ED) Cooperative Agreements: No. 1383, 1383 A/1, 1383 A/2, 1383 A/3, 1383 A/4 and 1383 A/5).

6. CALTRANS is preparing the Environmental Documentation for PROJECT, an Initial Study (IS) to address California Environmental Quality Act (CEQA) requirements and an Environmental Assessment (EA) to address National Environmental Policy Act (NEPA) requirements, as a combined document (IS/EA). The IS/EA is anticipated to be completed and approved by February 2012.

7. R/W will not be acquired until PA&ED is concluded. Should any environmental permits, licenses, agreements, or certifications be needed for the R/W acquisition, those will be obtained prior to acquisition. Any early R/W will be acquired in accordance with 23 CFR 710.503 and CALTRANS Alternatives for R/W Acquisition memo dated July 18, 2007.

8. The estimated date for OBLIGATION COMPLETION is December 31, 2019.

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

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

11. The PARTNERS each desire to develop and construct the PROJECT utilizing the DESIGN-BUILD provisions and processes set forth in California Public Contract Code sections 6800 *et seq.*

12. DESIGN-BUILD procurement process is utilized to deliver PROJECT, in which both the final design and construction of a project are procured from a single entity.

RESPONSIBILITIES

13. AUTHORITY is SPONSOR for 100% of PROJECT.

14. 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 compliance with State and Federal guidelines, standards, laws and policies and in the best interest of the SHS.

15. CALTRANS will be the "responsible agency for the performance of project development services" as defined under California Public Contract Code Section 6808 and will work with AUTHORITY to acquire R/W required for PROJECT.

16. UTHORITY may provide IQA for the portions of WORK performed by CALTRANS, outside existing and proposed SHS right of way.

17. CALTRANS will perform REIMBURSED WORK.

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

19. CALTRANS is the CEQA lead agency for PROJECT.

20. CALTRANS is the NEPA lead agency for PROJECT.

21. AUTHORITY is the IMPLEMENTING AGENCY for the R/W activities for PROJECT.

22. AUTHORITY shall manage and maintain all properties acquired pursuant to this agreement until disposed of by AUTHORITY in accordance with all applicable federal and California laws, regulations, and standards, and consistent with all applicable CALTRANS policies and standards.

SCOPE

Scope: General

23. This agreement will cover R/W activities for PROJECT.

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

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

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

27. 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.

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

29. 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.

30. 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.

31. 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.

32. If any PARTNER discovers unanticipated cultural, biological, 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.

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

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

34. 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.

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

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

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

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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		

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

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

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

CALTRANS, the State Auditor, FHWA, 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 45 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 45 calendar days of the final audit or dispute resolution findings.

51. Any PARTNER that hires another party to participate in OBLIGATIONS will comply with the *Local Assistance Procedures Manual.*

52. PARTNERS will not incur costs beyond the funding commitments in this agreement.

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

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

54. If WORK stops for any reason, AUTHORITY accepts responsibility to fund and implement applicable commitments and/or conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, in order to keep PROJECT in environmental compliance until WORK resumes.

55. 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

56. The Environmental Permits for the DESIGN-BUILD phase will be handled outside of this agreement.

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

57. The scope of the design and construction of PROJECT for the DESIGN-BUILD contract will be handled outside of this agreement.

Scope: Right of Way (R/W)

58. CALTRANS will provide a land surveyor licensed in the State of California to be responsible for surveying and R/W engineering. All survey and R/W engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

59. AUTHORITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all R/W activities.

60. All R/W deliverables will be monitored for Federal and State compliance prior to approval.

61. CALTRANS' acceptance of R/W title is subject to review of an Updated Preliminary Title Report provided by AUTHORITY verifying that the title is free of all encumbrances and liens. Upon acceptance, AUTHORITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.

62. All R/W conveyances must be completed prior to OBLIGATION COMPLETION.

63. The California Transportation Commission will hear Resolutions of Necessity prepared by AUTHORITY and reviewed by CALTRANS.

64. CALTRANS and AUTHORITY will coordinate the identification and location of all utility facilities within PROJECT area as part of the DESIGN-BUILD contract. The DESIGN-BUILD contract for PROJECT will identify all utility facilities not relocated or removed in advance of the construction PROJECT COMPONENT.

65. CALTRANS and AUTHORITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.

66. CALTRANS and AUTHORITY will coordinate with railroad owners for CALTRANS review and approval to execute required agreements within PROJECT area as part of the DESIGN-BUILD contract.

67. Any change to the R/W requirement maps will require approval of PARTNERS.

COST

Cost: General

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

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

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

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

72. The cost to comply with and implement the commitments set forth in the environmental documentation approved for PROJECT, for the duration this agreement is in effect, is an OBLIGATIONS COST.

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

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

75. 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.

76. 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.

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

78. 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.

79. 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.

80. 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.

81. If any PARTNER reimburses another PARTNER for any costs later determined to be unallowable, the PARTNER that received the reimbursement will reimburse those funds.

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

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

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

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

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

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

Cost: Environmental Permits, Approvals and Agreements

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

87. AUTHORITY will pay resource agencies directly for permits.

Cost: DESIGN-BUILD

88. The cost of the design and construction of PROJECT for the DESIGN-BUILD contract will be handled outside of this agreement.

Cost: Right of Way (R/W) Support

89. AUTHORITY shall perform R/W support work assigned to it under the SCOPE SUMMARY at its own costs and is outside the scope of the FUNDING SUMMARY.

90. Each PARTNER listed below may submit invoices for R/W Support:
    - CALTRANS may invoice AUTHORITY

91. CALTRANS will be reimbursed for REIMBURSED WORK.

92. CALTRANS will invoice AUTHORITY for a $50,000 initial deposit upon execution of this agreement. This deposit represents two (2) months' estimated REIMBURSED WORK.

    Thereafter, CALTRANS will submit to AUTHORITY monthly invoices for actual costs of R/W activities to AUTHORITY based on the prior month's actual expenditures.

    After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all REIMBURSED WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

Cost: Right of Way (R/W) Capital

93. PARTNERS will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

94. All excess land acquired in the State's name will be transferred to the AUTHORITY no sooner than legal ownership is achieved.

95. Prior to PA&ED, AUTHORITY will pay property owners directly to acquire right of way through Open Market Transaction in accordance with 23 CFR 771.117 and all other applicable federal and state regulations, and consistent with all applicable CALTRANS policies and procedures. Any parcels acquired prior to PA&ED would be agreed to by PARTNERS and would be common parcels to all alternatives.

96. After PA&ED, AUTHORITY agrees to perform R/W activities in the SCOPE SUMMARY and to comply with the Uniform Act and other State and Federal requirements as appropriate. AUTHORITY will pay property owners directly or through escrow or condemnation accounts for all required property identified in the agreed upon R/W requirements for the selected project build alternative.

97. AUTHORITY will pay property owners and utility owners by direct pay per approval of invoices by CALTRANS and AUTHORITY.

SCHEDULE

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

GENERAL CONDITIONS

99. 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.

100. 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.

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

102. 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.

103. 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.

104. 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.

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

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

107. 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.

108. 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.

109. 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.

110. 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. 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.

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

112. 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.

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

114. 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.

115. PARTNERS will execute a formal written amendment if there are any changes to this agreement.

116. 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.

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

DEFINITIONS

CALTRANS – The California Department of Transportation

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

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

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

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

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

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

DESIGN-BUILD – A project delivery process in which both the final design and construction of a project are procured from a single entity as set forth in California Public Contract Code sections 6800 *et seq.*

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 design and construct a project for improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through I-15 IC.

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

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

PROJECT COST – See COST.

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

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

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

REIMBURSED WORK - Activities identified against CALTRANS in the SCOPE SUMMARY.

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

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

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

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

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

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

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:
Jesus Paez, Project Director
464 West 4th Street, 6th Floor, (MS-1164)
San Bernardino, California 92401-1400
Office Phone: (909) 383-6314
Email: jesus.paez@dot.ca.gov

The primary agreement contact person for AUTHORITY is:
Garry Cohoe, Director of Project Delivery
1170 W. 3rd. Street, 2nd Floor
San Bernardino, California 92410
Office Phone: (909) 884-8276
Email: gcohoe@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By:_____
Raymond W. Wolfe, PhD
District Director

Date:_____

CERTIFIED AS TO FUNDS:

By:_____
Lisa Pacheco
Budget Manager

Date:_____

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

ATTEST

By:_____
Vicki Watson
Board Clerk

Date:_____

APPROVED AS TO FORM

By:_____
Penny Alexander-Kelley
Counsel

CONCURRENCE

By:_____
Kathleen Murphy-Perez
Contracts Manager

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
3	185				Prepare Base Maps and Plan Sheets for PS&E Development			X
		05			Updated Project Information			X
		10			Surveys and Photogrammetric Mapping for Design			X
		15			Preliminary Design			X
		20			Engineering Reports			X
			35		Updated Transportation Management Plan for Design Phase			X
		25			Right of Way Requirements Determination			X
			05		Project Review with Affected Agencies			X
			10		Fee and Easement Requirements Determination			X
			15		Right of Way Requirements Maps			X
			20		Final Railroad Involvement Determination			X
			25		Water Well Abandonment Needs Determination			X
			30		Utility Conflict Maps			X
		30			Structure Site Plans			X
			10		Site Plans for Bridges and Structures			X
			15		Site Plans for Retaining Walls and Non-Standard Earth Retention Systems			X
			20		Site Plans for Soundwalls on Retaining Systems or Structures			X
			25		Site Plans for Pumping Plants			X
			30		Site Plans for Special-Design Culverts			X
			99		Other Structure Site Plan Products			X
		99			Other Base Map and Plan Sheet Products			X
4	100				Project Management	X		
		25			Project Management- Right of Way Component	X		
			10		Right of Way Component Execution and Control	X		
			15		Right of Way Component Close Out	X		
4	195				Right of Way Property Management and Excess Land		X	
		40			Property Management		X	
			05		Fair Market Rent Determinations (Residential)		X	
			10		Fair Market Rent Determinations (Non-Residential)		X	
			15		Regular Property Management		X	
			20		Property Maintenance and Rehabilitation (Rentable Property)		X	
			25		Property Maintenance and Rehabilitation (Non-Rentable Property)		X	
			30		Hazardous Waste and Hazardous Materials		X	

			35		Transfer of Property to Clearance Status		X	
			99		Other Property Management Products		X	
		45			Excess Land		X	
			05		Excess Lands Inventory		X	
			10		Excess Land Appraisal and Public Sale Estimate		X	
			15		Government Code Section 54235 Administration		X	
			20		Property Disposal of Units Up to $15,000		X	
			25		Property Disposal of Units Between $15,001 and $500,000		X	
			30		Property Disposal of Units Over $500,000		X	
			35		CTC and AAC Coordination	X	X	
			99		Other Excess Land Products		X	
4	200				Utility Relocation		X	
		15			Approve Utility Relocation Plan		X	
		20			Utility Relocation Package		X	
		25			Utility Relocation Management		X	
		30			Utility Close Out		X	
		99			Other Utility Relocation Products		X	
3	205				Permits, Agreements during PS&E Component	X	X	
		05			Required permits			X
		10			Permits			X
		15			Railroad Agreements		X	
			05		Plan Approval		X	
			10		Special Provisions and Insurance Clauses		X	
			15		Service Contract for Railroad Services		X	
			20		Construction and Maintenance Agreement		X	
			25		PUC Exhibits and Application		X	
			95		Other Railroad Agreement Products			X
		25			Agreement for Material Sites			X
		30			Executed Maintenance Agreement			X
		45			MOU From Tribal Employment Rights Office (TERO)			X
		55			NEPA Delegation	X		
4	220				Right of Way Engineering	X		
		05			Existing Land Net	X		
			05		Existing Records	X		
			10		Land Net Survey	X		
			25		Monumentation Perpetuation Record of Survey	X		
		10			Land Net Map	X		
		15			Right of Way Maps	X		
			05		Appraisal Map	X		
			95		Other Maps	X		
		20			Acquisition Documents	X		
			05		Deeds	X		
			15		Resolution of Necessity Package	X		
		25			Documents to Convey Property Rights	X		
			05		Director's Deed Package	X		
			95		Other Deeds and Documents	X		
		35			Field Located Right of Way	X		
			05		Flagged Right of Way	X		

			10		Staked Right of Way	X		
4	225				Obtain Right of Way Interests for Project Right of Way Certification	X	X	
		50			Parcel and Project Documentation		X	
		60			Right of Way Appraisals		X	
		65			Right of Way Acquisition		X	
		70			Right of Way Relocation Assistance		X	
		75			Right of Way Demo and Clearance		X	
		80			Right of Way Condemnation	X		
	245				Post Right of Way Certification Work		X	
		50			Parcel and Project Documentation		X	
		60			Right of Way Appraisals		X	
		65			Right of Way Acquisition		X	
		70			Right of Way Relocation Assistance		X	
		75			Right of Way Clearance		X	
		80			Right of Way Condemnation	X		
3	235				Mitigate Environmental Impacts and Clean Up Hazardous Waste	X	X	
		05			Environmental Mitigation	X	X	
			05		Historical Structures Mitigation			
			10		Archaeological and Cultural Mitigation		X	
			15		Biological Mitigation		X	
			20		Environmental Mitigation Right of Way Work		X	
			25		Paleontology Mitigation		X	
			99		Other Environmental Mitigation Products		X	
		10			Detailed Site Investigation for Hazardous Waste		X	
			05		Right or Permit for Hazardous Waste Site Investigations		X	
			10		Hazardous Waste Sites Survey		X	
			15		Detailed Hazardous Waste Site Investigation		X	
		15			Hazardous Waste Management Plan		X	
		20			Hazardous Waste Plans, Specifications, and Estimates		X	
		25			Hazardous Waste Clean-Up		X	
		30			Hazardous Substances Disclosure Document (HSDD)		X	
		35			Long Term Mitigation Monitoring		X	
		40			Right of Way CTC Appearance Review Process 1 and 2Updated Environmental Commitments Record	X	X	
		45			NEPA Delegation	X		
3	240				Draft Structures Plans, Specifications, and Estimates			X
4	245				Post Right of Way Certification Work			X
		50			Parcel and Project Documentation			X
		60			Right of Way Appraisals			X
		65			Right of Way Acquisition			X
		70			Right of Way Relocation Assistance			X
		75			Right of Way Clearance			X
		80			Right of Way Condemnation			X
3	250				Final Structures PS&E Package			X
		50			Project Review			X
		55			Final Structures Plans			X

		60			Final Structure Special Provisions and Cost Estimate			X
3	255				Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package			X
		05			Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package			X
		10			Updated Plans, Specifications, and Estimates Package			X
			05		Updated Roadway Plans, Specifications, and Estimates			X
			10		Updated Highway Planting Plans, Specifications, and Estimates			X
			15		Updated Traffic Plans, Specifications, and Estimates			X
			20		Updated Hydraulic Plans, Specifications, and Estimates			X
			25		Updated Technical Reports			X
			30		Updated Utility Plans, Specifications, and Estimates			X
			35		Updated Electrical Plans, Specifications, and Estimates			X
			99		Other Updated Plans, Specifications, and Estimates Products			X
		15			Environmental Re-Evaluation			X
		20			Final District Plans, Specifications, and Estimates Package			X
			05		Reviewed Plans for Drafting Standards Compliance			X
			10		Final Structures Specifications and Estimate Incorporated Into Final District Plans, Specifications, and Estimates			X
			15		Request for Funds			X
		25			Geotechnical Information Handout			X
		30			Materials Information Handout			X
		35			Construction Staking Package and Control			X
		40			Resident Engineer's Pending File			X
		45			NEPA Delegation			X
		50			Secured Lease for Resident Engineer Office Space or Trailer			X
		55			Contractor Outreach			X
		65			Right of Way Certification Document			X
		70			Right of Way Engineering Products			X
		75			Upgraded/Updated Right of Way Certification Document			X
		95			Right of Way Certification Activity			X
3	260				Contract Bid Documents Ready to List			X
3	265				Awarded and Approved Construction Contract			X
	300				Final Right of Way Engineering	X		
		05			Right of Way Monumentation	X		
		10			Trial Exhibits and Testimony	X		
		25			Relinquishment and Vacation Maps	X		
		30			Deed Package for Excess Land Transactions	X		
		32			Deed Package for Excess Land Transactions Approval	X		
		35			Right of Way Record Map	X		

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	R/W Capital (Mitigation)	R/W Capital	R/W Support Reimbursed	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	AUTHORITY	Measure I	$16,690,000	$25,111,000	$1, 535,825	$1, 535,825	$41,801,000	$43,336,825
LOCAL	AUTHORITY	Utility Companies		$7,017,000			$7,017,000	$7,017,000
		Subtotals by Component	$16,690,000	$32,128,000	$1, 535,825	$1, 535,825	$48,818,000	$50,353,825

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: **16**

Date: March 7, 2012

Subject: State Route 210 (SR-210) Lane Addition from Highland Avenue to Interstate 10 (I-10) Project Approval & Environmental Document Phase

Recommendation:* Approve Cooperative Agreement C12148 with the California Department of Transportation (Caltrans) for the Project Approval & Environmental Document (PA&ED) Phase of the State Route 210 Lane Addition Project from Highland Avenue to Interstate 10.

Background: **This is a new agreement.** In early 1990s, the segment of SR-210 from Highland Avenue in the City of San Bernardino to Interstate 10 in the City of Redlands was realigned and reconstructed to its current condition as a four-lane divided freeway. In spite of the accelerated growth and development in the municipalities serviced by the SR-210 corridor, there have been no capacity improvements to SR-210 between Highland Avenue and I-10. Consequently, traffic demand has exceeded the capacity of the facility resulting in significant congestion.

For the purposes of this agreement, add one mixed flow lane in each direction from Highland Avenue/Arden Avenue to I-10 , construct auxiliary lanes between Baseline and 5th Street, add acceleration lane at the 5th Street southbound on-ramp, and widen bridges on SR-210, will be referred to as Project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203a-ks
Attachment: C12148

In December 2011, the Board authorized staff to release Request for Proposals (RFP) 12137 to procure the services of a professional firm to prepare the Project Report and Environmental Document for the Project. The RFP was advertised on December 9, 2011 and a consultant is anticipated to be selected by mid February 2012. The next step in the process requires the execution of a Cooperative Agreement with Caltrans for the PA&ED phase of the Project to enable Caltrans to provide the necessary Independent Quality Assurance (IQA) and technical oversight.

The subject Agreement C12148 outlines the terms and conditions of cooperation between SANBAG and Caltrans to complete the PA&ED for the Project. SANBAG will be the lead agency for the PA&ED phase of the Project and will be responsible for all costs associated with completing all engineering and environmental work required to obtain PA&ED approval. Caltrans will provide all necessary IQA and technical oversight at no charge to SANBAG.

Staff is recommending that the Board approve Cooperative Agreement C 12148 with Caltrans for the PA&ED phase of the Project. Execution of this agreement would insure timely commencement of the PA&ED phase, which is consistent with the 10-Year Delivery Plan that was adopted by the Board in January 2012. The table below summarizes the current project schedule:

Environmental Approved	June 2014
Design Approved & R/W Certified	June 2016
Start Construction	July 2016
End Construction	July 2019

Financial Impact: This item has no direct impact on the adopted fiscal year 2011/2012 budget. SANBAG's cost for completing all engineering and environmental work required to obtain PA&ED approval will be included in a future contract that will be presented to the Board once a consultant is selected under RFP 12137. Caltrans is providing IQA at no cost to SANBAG.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Project Committee on February 9, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved the Agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery.

BRD1203a-ks
Attachments: C12148

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12148 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and California Department of Transportation (Caltrans)

Contract Description Cooperative Agreement for the Preliminary Engineering & Environemntal Document for the SR-210 Lane Addition Project.

Board of Director's Meeting Date: February 1, 2012
Overview of BOD Action: Approve Cooperative Agreement C12148

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*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
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**
March 7, 2012	December 31, 2014	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 88712000
☐ A Budget Amendment is required.
How are we funding current FY? MSI 2010 - Valley Freeway Projects

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* MSI 2010 – Valley Freeway Projects. Under this contract, Caltrans is providing oversight at no charge to SANBAG.

☐ 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	1-27-12 Date	Project Manager Signature	1-26-12 Date
Chief Financial Officer Signature	1/31/12 Date	Contracts Manager Signature	2/28/12 Date

COOPERATIVE AGREEMENT

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

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

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

RECITALS

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

2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the Project Approval and Environmental Document to add one mixed flow lane in each direction, construct auxiliary lanes between Baseline and 5th Street, add acceleration lane at the 5th Street southbound on-ramp, and widen bridges on State Routed 210 (SR-210), from Highland Avenue/Arden Avenue to Interstate 10 (I-10).

   For the purpose of this agreement, add one mixed flow lane in each direction, add one mixed flow lane in each direction, construct auxiliary lanes between Baseline and 5th Street, add acceleration lane at the 5th Street southbound on-ramp, and widen bridges on SR-210, from Highland Avenue/Arden Avenue to I-10 will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the Project Approval and Environmental Document will be referred to as OBLIGATIONS.

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

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

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

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

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

RESPONSIBILITIES

8. SANBAG is SPONSOR for 100% of PROJECT.

9. With the exception of environmental documentation, CALTRANS will provide IQA for WORK performed 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. Per NEPA delegation and CEQA statutes, CALTRANS will perform its Quality Control/Quality Assurance Program (QC/QAP) process review for environmental documentation.

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 PA&ED.

SCOPE

Scope: General

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Scope: Environmental Permits, Approvals and Agreements

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

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
401 RWQCB	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
NPDES SWRCB	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG
FESA Section 7 USFWS	CALTRANS	SANBAG	CALTRANS	SANBAG	CALTRANS	CALTRANS
1602 DFG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG

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

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

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

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

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

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

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

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

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

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

56. SANBAG will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. SANBAG will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

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

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

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

60. SANBAG will plan, schedule, prepare materials for, and host all NEPA-related public meetings. SANBAG will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least 10 working days prior to the public meeting date.

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

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

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

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

COST

Cost: General

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

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

65. 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.

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

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

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

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

70. 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.

71. 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.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.

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

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

74. 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.

75. 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.

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

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

78. 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.

79. 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.

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

Cost: Environmental Permits, Approvals and Agreements

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

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

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

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

SCHEDULE

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

GENERAL CONDITIONS

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

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

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

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

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

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

    It is understood and agreed that SANBAG will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability

occurring by reason of anything done or omitted to be done by SANBAG and/or its agents under this agreement.

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

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

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

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

94. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

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

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

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

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

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

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

98. If any provisions in this agreement are 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.

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

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

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

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

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

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

DEFINITIONS

CALTRANS – The California Department of Transportation

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

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

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

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

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

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

FHWA – Federal Highway Administration

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

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

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

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

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

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

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

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

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

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

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

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

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

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

PARTNER – Any individual signatory party to this agreement.

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

PROJECT – The undertaking to add one mixed flow lane in each direction, add one mixed flow lane in each direction, construct auxiliary lanes between Baseline and 5th Street, add acceleration lane at the 5th Street southbound on-ramp, and widen bridges on SR-210, from Highland Avenue/Arden Avenue to I-10.

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.

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

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

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

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

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:
Raghuram Radhakrishnan, Project Manager
464 West 4th Street, 6th Floor, (MS-1229)
San Bernardino, California 92401-1400
Office Phone: (909) 383-6288
Email: raghuram.radhakrishnan@dot.ca.gov

The primary agreement contact person for SANBAG is:
Khalil Saba, Project Manager
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715
Office Phone: (909) 889-8611
Email: ksaba@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By:_____
Raymond W. Wolfe, PhD
District Director

Date:_____

CERTIFIED AS TO FUNDS:

By:_____
Lisa Pacheco
Budget Manager

Date:_____

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

ATTEST

By:_____
Vicki Watson
Board Clerk

Date:_____

APPROVED AS TO FORM

By:_____
Penny Alexander-Kelley
Counsel

Date: 2/15/12

CONCURRENCE

By: Kathleen Murphy Perez
Kathleen Murphy-Perez
Contracts Manager

Date: 2/28/12

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	SANBAG	N/A
2	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X	
		05			Updated Project Information		X	
		10			Engineering Studies		X	
		15			Draft Project Report		X	
		20			Engineering and Land Net Surveys		X	
		30			Environmental Study Request (ESR)		X	
		40			NEPA Delegation	X		
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X	
2	165				Perform Environmental Studies and Prepare Draft Environmental Document	X	X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document	X		
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
			05		Archaeological Survey		X	
				05	Area of Potential Effects/Study Area Maps		X	
				10	Native American Consultation		X	
				15	Records and Literature Search		X	
				20	Field Survey		X	
				25	Archaeological Survey Report		X	
				99	Other Archaeological Survey Products		X	
			10		Extended Phase I Archaeological Studies		X	
				05	Native American Consultation		X	
				10	Extended Phase I Proposal		X	
				15	Extended Phase I Field Investigation		X	
				20	Extended Phase I Materials Analysis		X	
				25	Extended Phase I Report		X	
				99	Other Phase I Archaeological Study Products		X	
			15		Phase II Archaeological Studies		X	
				05	Native American Consultation		X	
				10	Phase II Proposal		X	
				15	Phase II Field Investigation		X	
				20	Phase II Materials Analysis		X	
				25	Phase II Report		X	
				99	Other Phase II Archaeological Study Products		X	
			20		Historical and Architectural Resource Studies		X	

				05	Preliminary Area of Potential Effects/Study Area Maps for Architecture		X	
				10	Historic Resources Evaluation Report - Archaeology		X	
				15	Historic Resource Evaluation Report - Architecture (HRER)		X	
				20	Bridge Evaluation		X	
				99	Other Historical and Architectural Resource Study Products		X	
			25		Cultural Resource Compliance Consultation Documents		X	
				05	Final Area of Potential Effects/Study Area Maps		X	
				10	PRC 5024.5 Consultation		X	
				15	Historic Property Survey Report/Historic Resources Compliance Report		X	
				20	Finding of Effect		X	
				25	Archaeological Data Recovery Plan/Treatment Plan		X	
				30	Memorandum of Agreement		X	
				99	Other Cultural Resources Compliance Consultation Products		X	
		25			Draft Environmental Document or Categorical Exemption/Exclusion	X	X	
			10		Section 4(F) Evaluation	X		
			20		Environmental Quality Control and Other Reviews	X		
			25		Approval to Circulate Resolution	X		
			30		Environmental Coordination		X	
			99		Other Draft Environmental Document Products		X	
		30			NEPA Delegation	X		
2	170				Permits, Agreements, and Route Adoptions during PA&ED component	X	X	
		05			Required permits		X	
		15			Railroad Agreements		X	
		20			Freeway Agreements		X	
		25			Agreement for Material Sites		X	
		30			Executed Maintenance Agreement		X	
		40			Route Adoptions		X	
		45			MOU From Tribal Employment Rights Office (TERO)		X	
		55			NEPA Delegation	X		
2	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification	X	X	
		05			DED Circulation		X	
		10			Public Hearing	X	X	
		15			Public Comment Responses and Correspondence		X	
		20			Project Preferred Alternative	X		
		25			NEPA Delegation	X		
2	180				Prepare and Approve Project Report and Final Environmental Document	X	X	
		05			Final Project Report		X	
		10			Final Environmental Document	X	X	
			05		Approved Final Environmental Document	X		
				05	Draft Final Environmental Document Review	X		
				10	Revised Draft Final Environmental Document	X		
				15	Section 4(F) Evaluation	X		
				20	Findings	X		
				25	Statement of Overriding Considerations	X		
				30	CEQA Certification	X		
				40	Section 106 Consultation and MOA	X		

				45	Section 7 Consultation	X		
				50	Final Section 4(F) Statement	X		
				55	Floodplain Only Practicable Alternative Finding	X		
				60	Wetlands Only Practicable Alternative Finding	X		
				65	Section 404 Compliance	X		
				70	Mitigation Measures	X		
			10		Public Distribution of Final Environmental Document and Respond To Comments	X		
			15		Final Right of Way Relocation Impact Document		X	
			99		Other Final Environmental Document Products		X	
		15			Completed Environmental Document	X	X	
			05		Record of Decision (NEPA)	X		
			10		Notice of Determination (CEQA)	X		
			20		Environmental Commitments Record		X	
			99		Other Completed Environmental Document Products		X	
		20			NEPA Delegation	X		

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	Subtotal Support	Subtotal Funds Type
LOCAL	SANBAG	Measure I	$3,000,000	$3,000,000	$3,000,000
		Subtotals by Component	$3,000,000	$3,000,000	$3,000,000

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: 17

Date: March 7, 2012

Subject: On-Call Right of Way Service Contract with Overland Pacific Cutler, Inc.

Recommendation:* Approve Amendment No. 2 to Contract No. C10027 with Overland Pacific Cutler, Inc. for Right-of-Way Acquisition Services including Acquisition, Appraisal, Right-of-Way Engineering, Surveying, and Other Specialty Professional Services on an as-needed basis increasing the contract amount by $585,000.00 for a new not-to-exceed amount of $3,185,000.00.

Background: **This is an existing consultant services contract.** In January 2010, the SANBAG Board of Directors approved an On Call Right of Way Services contract for $1.3M and a three year term. Originally the intent of this contract was to supplement other SANBAG right-of-way service resources, such as the County of San Bernardino Real Estate Services Department and Caltrans as needed to meet the right-of-way certification dates allowing projects to proceed to construction on schedule. Having this backstop measure in place was particularly important due to the potential impact the State budget issues could have on Caltrans resources. For this reason, it was necessary to secure a full service team of professionals available on an on-call basis to provide an array of right-of-way services including acquisition, appraisal, right-of-way engineering, surveying, mapping, and other related specialty services.

Since the approval of the subject consultant service contract, Caltrans suffered a substantial loss to their experienced right-of-way workforce due to attrition and State budgetary issues disallowing the backfill of vacancies. In addition, Caltrans

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1203b-pb
Attachment: C10027-02

was unable to contract for consultant services. Simultaneously with this workforce reduction at Caltrans, SANBAG added projects with critical schedules to the delivery program. Consequently, the need to provide additional right-of-way support to our projects lead to the Board of Directors approval to amend this contract in July 2011 for an additional $1.3M to cover the expenditures for the right of way related activities associated with Palm Avenue and Laurel Ave Grade Separation projects, both Interstate 10/Tippecanoe Avenue and SR 210/Pepper Interchange projects.

In January 2012 the SANBAG Board of Directors approved the Request for Proposals (RFP) 12047 for On-Call Right of Way Services; it is currently advertised however, the resultant contract will not be in effect for several months. Similarly, the SANBAG Board of Directors approved the release of two project specific RFPs No. 12002 and No.12054 for the Right of Way Project Management and Acquisitions Services and for the Utility Relocation and Railroad Coordination Services, respectively, for the Interstate 15/Interstate 215 (I-15/I-215) Devore Junction Goods Movement Project. While Caltrans is the lead, the agency is not sufficiently staffed to perform all the right of way so some of these activities have been tasked to OPC, Inc. as part of their current On Call Right of Way Contract assignment. Future assignments will be tasked under these new contracts after award.

Currently these new project specific contracts are under negotiation with the selected firm, OPC, Inc. and concurrently staff is negotiating with Caltrans on our Right of Way Cooperative Agreement. Both contracts and agreement must be well coordinated to be sure that all right of way activities are included but that duplication of right of way activity assignment is excluded. This effort is intended to avoid the potential for either over budgeting or under budgeting these contracts.

This staff recommendation to amend the existing on call contract is intended to provide $473,000 in additional contract authority to allow continuity in completing right of way assignments by OPC, Inc. on the I-215 Bi-County Freeway Widening Project (Bi-County) and $111,000 in additional contract authority to continue right of way activities on the Interstate 15/Interstate 215 (I-15/I-215) Devore Junction Goods Movement Project. Under the original contract a task order was assigned to OPC, Inc. for Right of Way acquisition and utility relocation coordination on the Bi-County project for $765,997. These services are ongoing and will be completed; however, additional work amounting to $474,000 has been identified and must be performed in order to achieve right of way certification by (date). Additional activities covered under this amendment include the following items below:

- Parcel mitigation planning for the Pac West receiving and distribution facility
- Planning and preparation of Railroad Construction and Maintenance agreements for three railroad crossings

- Goodwill appraisals for relocation and modification of four billboards
- Utility location and coordination for an 26 additional utility facilities
- Potholing at an addition 240 locations
- Payment of various survey and permit application fees including railroad flagging

Presently, the Devore Junction Goods Movement project, a design build project led by Caltrans, is completing the environment phase and preparing to begin the right of way phase. Recently, seven firms were prequalified by Caltrans for competing for the design build contract. In an effort to reduce risk and costs, staff is striving to complete as much of the right of way activity as possible before award of the design build contract scheduled for fall of this year. To maximize the use of this time before Project Approval and Environmental Document (PA&ED) the project development team is advancing some of the preliminary right of way activities such as utility relocation coordination, right of way mapping, and strategizing on the delivery of the acquisitions to easements to the design builder. For continuation of this effort as PA&ED is completed in February 2012, $111,000 in additional funds are needed to bridge the time between PA&ED and award of the I-15/I-215 contracts for right of way services.

To summarize this amendment will provide $474,000 to allow right of way certification to be achieved for the Bi-County project and to provide $111,000 to allow right of way activities to continue on the Devore project without pause or delay. In negotiating the terms of this amendment, OPC has offered to maintain the overhead rate of 145.5% that exists in the original contract which is below their current audited rate. Also, the upcoming Devore Right of Way contracts under negotiation with OPC, and on the order of $4M, will deduct $111,000 and the associated activities from that contract value and scope of services.

Staff recommends approval of Amendment No. 2 increasing OPC's contract by $585,000 for a new not-to-exceed amount of $3,185,000M. The increase will supplement the current contract funds and will insure that there is no loss in productivity due to transitioning the ongoing work to a new team.

Financial Impact: This item is consistent with the 2011/2012 FY Budget for Task Nos. 83912000 and 88012000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the SANBAG Major Projects Committee on February 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203b-pb
Attachment: C10027-02

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10027 Amendment No. 02

By and Between

Overland Pacific Cutler, Inc and San Bernardino County Transportation Authority

Contract Description R/W Acq Svc incl Appraisals, R/W Engr, Surveying & Other Spec Prof Svcs

Board of Director's Meeting Date: 3/7/12
Overview of BOD Action: 1/6/10 Original Contract Awarded; 7/2011 Amendment 1 approved for additional $1.3M

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,300,000.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	1,300,000.00	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	585,000.00	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	3,185,000.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,185,000.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
1/6/10	1/6/13	none

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839, 0880.
☐ 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

MSK 1/31/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	1/30/12 Date	Project Manager Signature	1/27/12 Date
Chief Financial Officer Signature	1/31/12 Date	Contracts Manager Signature	2/9/12 Date

Contract Summary Sheet 10/11

AMENDMENT NO. 2 TO

CONTRACT C10027

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

OVERLAND, PACIFIC, CUTLER, INC.

FOR

ON-CALL RIGHT OF WAY ACQUISITION SERVICES INCLUDING APPRAISALS, RIGHT OF WAY ENGINEERING, SURVEYING, AND OTHER SPECIALTY PROFESSIONAL SERVICES

This AMENDMENT NO. 2 to CONTRACT NO. 10027 entered into as of the Effective Date identified herein, by and between the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY), and Overland, Pacific, and Cutler, Inc. (hereafter called CONSULTANT).The AUTHORITY and CONSULTANT are referred to individually as Party and collectively as PARTIES.

RECITALS:

WHEREAS, under Contract No. C10027 dated January 7, 2009, AUTHORITY and CONSULTANT entered into a contract to provide On-Call Right of Way Acquisition Services including Appraisals, Right of Way Engineering, Surveying, and Other Specialty Professional Services; and

WHEREAS, additional right of way services were required due to a decrease in staffing levels and an increase in the number of projects within the scope of the original contract and Contract No. C10027, Amendment No. 1, dated July 6, 2011 was amended to include these additional services and the required additional compensation; and

WHEREAS, additional right of way services are required to complete right of way certification activities for a particular project within the scope of the original contract and these additional services will require additional compensation; and

WHEREAS, AUTHORITY and CONSULTANT have agreed to increase the contract amount by $585,000.00 for these additional services;

NOW THEREFORE, the Parties hereto do mutually agree to amend Contract No. C10027 as follows:

1. Revise Article 1, "Description of Services", to add reference of Attachment "C" to the Services to be performed by CONSULTANT. Attachment C is attached herein to this Amendment No. 2 and by this reference incorporated herein.

2. Delete Section 3.2 and replace it in its entirety with this new language:

   "The total cost for the Contract shall not exceed $3,185,000.00. Services to be provided under the terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" of Contract No. 10027. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B" of Contract No. C10027."

3. Except as amended by this Amendment, all other provisions of Contract No. 10027 shall remain in full force and effect.

4. The balance of said Agreement remains unchanged.

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

OVERLAND PACIFIC CUTLER, INC.

By: _____
BARRY McDANIEL, PRESIDENT

Date: FEBRUARY 14, 2012

SAN BERNARDINO ASSOCIATED GOVERNMENTS/SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____

Larry McCallon, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____

Penny Alexander-Kelley
Authority General Counsel

CONCURRENCE:

By: _____

Kathleen Murphy-Perez
Contracts Manager

C10027-02

Attachment C

Estimate of Anticipated Right of Way Services through contract duration.

Project	Service	Estimate
0839 I-215 Bi-county Freeway Widening	Appraisals, Acquisition, Condemnation Support	$470,000.00
0880 I-15/I-215 Devore Junction Goods Movement	Preliminary Right of Way Activities and Post-PA&ED Right of Way Activities	$111,000
TOTAL		585,000.00

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: March 7, 2012

Subject: Property appraisals, rights, and acquisitions for voluntary purchase of properties necessary for the Lenwood Road Grade Separation project

Recommendation:* 1. Authorize the Executive Director to sign the Purchase and Sale Agreements identified in Attachment "B" for required properties previously approved by SANBAG Board of Directors in Attachment "A".

2. Authorize the Executive Director to sign the permanent and temporary construction easements identified in Attachments "C" and "D", to sign Agreements for Possession and Use identified in Attachment "E", and to sign Right of Entry Grants identified in Attachment "F", all for construction of the Lenwood Road Grade Separation Project.

Background: In June 2011, the SANBAG Board approved Cooperative Agreement No. C11199 ("Agreement") with the City of Barstow and County of San Bernardino, to define the roles and responsibilities of the parties in completing and funding the Right of Way and Construction phases of project development for the Lenwood Road Grade Separation Project ("Project"). Per the terms of the Agreement, SANBAG is responsible for acquiring the property rights needed for construction of the Project and for providing property management services, including hazardous material testing and demolition services for removal of existing structures on acquired parcels.

*

Approved
Board of Direcots

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	x	CTA	x	SAFE		CMA	

Check all that apply.
BRD1203a-bf
Attachments: BRD1203a1-bf, BRD1203a2-bf, BRD1203a3-bf, BRD1203a4-bf, BRD1203a5-bf, BRD1203a6-bf

In November 2011, SANBAG Board approved twenty-five (25) appraisal reports covering thirty-five (35) parcels identified in Attachment "A", authorized staff to proceed with the voluntary acquisition of the necessary property rights identified in Attachment "A", in an amount not to exceed $1,900,000, and authorized the Executive Director to act on behalf of SANBAG Board to sign offers to purchase necessary property rights.

The estimated right of way capital cost for property acquisitions for the Lenwood Road Grade Separation project is $1,273,112. This includes the full acquisition of nine (9) parcels, partial acquisition of five (5) parcels, partial acquisitions plus temporary construction easements on eighteen (18) parcels and temporary construction easements on three (3) parcels, fixtures on one parcel, relocation assistance for seven (7) displaced owners, and demolition costs for removal of existing structures. The Agreement for Purchase and Sale is attached as Attachment "B", the Permanent and Temporary Easement Deed templates are attached as Attachments "C" and "D". Attachment "E" is an Agreement for Possession and Use. This is applied in the event that SANBAG is still in negotiations with a property owner, and the property owner wishes to grant permission for SANBAG to access and construct on their property without giving up their right to continue negotiation. Attachment "F" is a Right of Entry grant. This grants SANBAG access to a parcel for purposes of performing Environmental Phase II testing.

As previously advised, the Estimated Right of Way costs shown on Exhibit "A" do not contain utility relocation costs which will be brought to the Board as a separate agenda item for consideration in the near future. Additionally, the Board should be aware that there is a potential that the aforementioned property rights may need to be acquired through eminent domain proceedings. If any of the subject property rights cannot be acquired through voluntary sale by the property owner(s), then staff will return to the Board for specific authority to commence eminent domain proceedings for those specific properties.

Acquisition of these property rights in a timely manner is critical to maintaining the project schedule. The right of way acquisition and subsequent right of way certification has been identified as the long lead item on the project schedule. This project is utilizing State Trade Corridor Improvement Funds (TCIF) which require award of a construction contract no later than 2013. Staff recommends that the Board approve the standard agreements and easements shown as Attachments "B", "C", "D", "E" and "F". This format will be used to proceed with the necessary property rights and acquisitions. To expedite acquisitions, staff recommends that the Board authorize the Executive Director to act on behalf of SANBAG, similar to the procedure used pursuant to SANBAG Valley Freeway

BRD1203a-bf
Attachments: BRD1203a1-bf, BRD1203a2-bf, BRD1203a3-bf, BRD1203a4-bf, BRD1203a5-bf, BRD1203a6-bf

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 all of the voluntary property acquisitions identified herein.

Financial Impact: This item is consistent with current Fiscal Year 2012/2013 budget under Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval (9-0-2; Abstained: Derry and Rutherford), by the Mountain/Desert Policy Committee on February 17, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203a-bf
Attachments: BRD1203a1-bf, BRD1203a2-bf, BRD1203a3-bf, BRD1203a4-bf, BRD1203a5-bf, BRD1203a6-bf

ATTACHMENT "A"

Lenwood / Barstow Grade Separation Project
Estimated ROW Costs
October 12, 2011

#	ASSESSOR'S PARCEL NUMBER	ACQUISITION TYPE	RELOCATION ASSISTANCE ESTIMATED COST	DEMOLITION / CLEARANCE ESTIMATED COST	FURNITURE, FIXTURES AND EQUIPMENT (FF&E) APPRAISAL	APPRAISED LAND VALUE	TOTAL COST
1	0422-011-13	FULL/VACANT PARCEL				$ 40,000	$ 40,000
2	0421-172-12	TEMPORARY CONSTRUCTION EASEMENT (TCE)/VACANT PARCEL				$ 4,200	$ 4,200
3	0422-011-05, 0422-011-06, 0422-011-12	FULL TAKE/VACANT PARCELS				$ 34,200	$ 34,200
4	0421-133-18	PART TAKE AND TCE/VACANT PARCEL				$ 1,000	$ 1,000
5	0497-131-31	PART TAKE AND TCE/VACANT PARCEL				$ 1,000	$ 1,000
6	0421-172-13	PART TAKE AND TCE/VACANT PARCEL				$ 7,300	$ 7,300
7	0422-043-05 0422-043-06, 0422-043-07, 0422-043-08	PART TAKE AND TCE/RESIDENTIAL & VACANT PARCELS				$ 3,500	$ 3,500
8	0422-012-12, 0422-012-13	PART TAKE AND TCE/VACANT PARCELS				$ 2,100	$ 2,100
9	0422-043-31	PART TAKE AND TCE/MULTI FAMILY PARCEL				$ 3,800	$ 3,800
10	0421-181-04	PART TAKE/COMMERCIAL PARCEL				$ 1,700	$ 1,700
11	0497-131-57, 0497-131-58	TCE/VACANT PARCELS				$ 1,100	$ 1,100
12	0422-042-12	FULL TAKE/SINGLE FAMILY PARCEL	$ 5,250	$ 28,645		$ 30,500	$ 64,395
13	0422-041-07	FULL TAKE/COMMERCIAL PARCEL	$ 27,500	$ 30,845		$ 71,500	$ 129,845
14	0421-181-10	PART TAKE/VACANT PARCEL				$ 8,600	$ 8,600
15	0497-142-21	PART TAKE/COMMERCIAL PARCEL				$ 8,600	$ 8,600
16	0422-012-09, 0422-012-11, 0422-012-22	PART TAKE AND TCE/RESIDENTIAL PARCELS				$ 10,900	$ 10,900
17	04971-142-26	PART TAKE AND TCE/VACANT PARCEL				$ 20,200	$ 20,200
18	0971-142-25	PART TAKE AND TCE/VACANT PARCEL				$ 29,700	$ 29,700
19	04971-131-52	PART TAKE/COMMERCIAL PARCEL				$ 11,200	$ 11,200
20	0421-181-08	FULL TAKE/COMMERCIAL PARCEL	$ 172,250	$ 55,250	$ 51,252	$ 385,000	$ 663,752
21	0497-131-64	PART TAKE/VACANT PARCEL				$ 3,500	$ 3,500
22	0497-131-65	PART TAKE AND TCE/COMMERCIAL PARCEL	$ 10,000			$ 8,800	$ 18,800
23	0497-131-59	PART TAKE AND TCE/COMMERCIAL PARCEL	$ 5,000			$ 13,000	$ 18,000
24	0422-043-30	FULL TAKE/MULTI FAMILY RESIDENTIAL PARCEL	$ 10,500	$ 21,220		$ 50,000	$ 81,720
25	0421-181-11 0422-011-04	PART TAKE AND TCE/RESIDENTIAL PARCEL AND FULL TAKE RESIDENTIAL PARCEL	$ 10,500	$ 29,500		$ 64,000	$ 104,000
	TOTALS		**$ 241,000**	**$ 165,460**	**$ 51,252**	**$ 815,400**	**$ 1,273,112**

EPIC LAND SOLUTIONS, INC.

BRD1203al-bf

ATTACHMENT "B"

APN: *{APN's}*

AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS

This AGREEMENT of Purchase and Sale and Escrow Instructions ("Agreement") is entered into by and between the San Bernardino County Transportation Commission herein called "Buyer" and *{FULL NAME OF ALL SELLER FROM PTR in all caps}*; herein called "Seller". Seller and Buyer are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Seller owns certain real property located at *{Property Address or Description, City and County}*, bearing Assessor Parcel No. *APN*.

B. Buyer desires to purchase a *{type of property interest}* as identified and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (the "Property") and Seller desires to sell the Property.

C. The Parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE AND SALE.

Buyer agrees to buy and Seller agrees to sell and convey the Property for the purchase price and upon the terms and conditions set forth in this Agreement.

The total purchase price for the Property shall be the sum of ***{TEXT OF PURCHASE PRICE – ALL CAPS AND BOLD}*, {$XXX,XXX.00}**. The purchase price shall be paid by Buyer to Seller in cash at the Close of Escrow. Buyer shall deposit prior to Close of Escrow the funds required to be deposited by it in order to allow the Escrow to close.

2. ESCROW.

Within five (5) days of the execution of this Agreement by all Parties, the Parties shall open an escrow (the "Escrow") with *{TITLE COMPANY – ALL CAPS}* (the "Escrow Holder"), for the purpose of consummating the purchase and sale of the Seller's interest in the Property as described herein. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement.

Escrow instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Close of Escrow.

Escrow shall close on or before thirty (30) calendar days following the execution of this Agreement (the "Close of Escrow"). If Escrow is not in a condition to close by the Close of Escrow, and the failure to close is due to unforeseen conditions of title or interest of third parties in the Property that cannot be resolved in Escrow, then Buyer may, at its option, request the cancellation of the Escrow and this Agreement and the return of any funds it has deposited into Escrow. Thereupon, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such request is made, Escrow shall be closed as soon as possible thereafter. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow.

2.2 Condition of Title to Property.

Seller shall cause the conveyance of his interests in the Property to Buyer as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by *{TITLE COMPANY – ALL CAPS}* (the "Title Company") in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Property only matters approved in writing by Buyer. Notwithstanding the foregoing, any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Buyer, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Buyer's title to the Property at or prior to the Close of Escrow.

Upon title vesting in Buyer, Seller warrants that there are no unrecorded encumbrances (including but not limited to liens, leases, easements, or licenses) on all or any portion of the Property, and Seller agrees to hold harmless, defend, and reimburse the Buyer for any and all of their losses and expenses, including reasonable attorney fees, occasioned by reason of any encumbrance on said Property, whether or not known or foreseeable by Seller.

2.3 Permission to Enter on Premises.

Seller hereby grants permission to Buyer and/or its employees, contractors, agents and assigns, to enter upon the Property for the purpose of constructing the _____ and accomplishing all necessary incidents thereto, provided that any entry into the residence or business of Seller or its tenant(s) shall be preceded by twenty (24) hours written Notice of Intent to Enter delivered to Seller, and no demolition or removal of structures and/or improvements shall commence prior to the vacation of Property.

Buyer agrees to indemnify, save, and hold harmless Seller from and against all claims, demands, costs and expenses, including attorneys' fees, arising out of or relating to such entry and construction by Buyer or its agents.

2.4 Costs of Escrow and Title Policy and Closing Costs.

Buyer shall pay the cost of the Title Policy, the Escrow fees, and all other costs and expenses incurred herein.

2.5 Property Taxes and Assessments.

Because of Buyer's status as a public agency, no documentary transfer tax will be payable with respect to this conveyance, pursuant to California Revenue and Taxation Code Section 11922. Similarly, no recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Section 27383.

To the extent that Seller has prepaid any taxes or assessments attributable to the Property; Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for that refund, if any, through or outside of Escrow.

2.6 Deposit of Funds and Documents.

Prior to Close of Escrow, Buyer shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Seller through Escrow; (iii) such other documentation as is necessary to close Escrow.

Prior to the Close of Escrow, Seller shall deposit into Escrow (i) the properly executed Grant Deed, which form is provided in Exhibit C, for conveyance of Seller's interests in the Property to Buyer; and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Buyer's Conditions Precedent to Close of Escrow.

The Close of Escrow and the Buyer's obligation to accept title to the Property and the Purchase Price are subject to the following conditions:

(a) All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date of the Close of Escrow; and

(b) Seller shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8 Seller's Conditions Precedent to Close of Escrow.

For the benefit of Seller, the Close of Escrow shall be conditioned upon the timely performance by Buyer of all obligations required by the terms of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller makes the following representations and warranties with respect to the Property, each of which shall survive Close of Escrow:

A. The execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present a party or by which Seller is bound.

B. To Seller's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened.

C. Seller will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect his interests in the Property without the prior written consent of Buyer.

D. Seller has and shall have paid, before Close of Escrow, Seller's pro rata share of all taxes and assessments levied and assessed against the Property. If not paid prior to Close of Escrow, Seller hereby authorizes Escrow Holder to disburse to the taxing authority, from funds otherwise due to Seller, an amount sufficient to satisfy Seller's pro rata share of said taxes and/or assessments.

E. Seller shall pay any costs specifically associated with providing clear title to the Property to Buyer, including any and all fees charged by Seller's lender in connection with this transaction. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures Section 1265.240.

F. Seller is aware of Seller's obligation under California Health and Safety Code Section 25359.7 to disclose any knowledge which they may have regarding any release of Hazardous Substances (as defined by applicable federal, state and local statutes, rules and regulations) upon or under the Property. Seller warrants and represents to Buyer that Seller is not aware that any such Hazardous Substances have been generated, stored or disposed of upon or under the Property.

G. The covenants, representations and warranties of Seller under this Section shall be true on and as of the Close of Escrow and shall survive the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Seller may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Section.

H. Seller represents and warrants to Buyer that no broker or finder has been engaged by Seller in connection with the transaction contemplated by this Agreement, or to Seller's knowledge is in any way connected with such transaction. Buyer represents and warrants to Seller that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement, or to Buyer's knowledge is in any way connected with such transaction. If any such claims for brokers' or finders' fees or commissions are asserted in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement, representation or agreement made by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. Buyer hereby discloses that Buyer's agent involved in the negotiation and execution of this Agreement (or his or her affiliate or employer) may be a licensed real estate broker or salesperson, but will not receive any brokerage commission in connection with the contemplated transaction.

4. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property by Buyer, and Seller hereby expressly and unconditionally waives any claim for compensation for injury to the remainder ("severance damages"); precondemnation damages; claims for inverse condemnation; loss of goodwill and/or lost profits; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; damage to or loss of machinery, fixtures, inventory, equipment and/or personal property; any right to repurchase, leaseback from Seller, or receive any financial gain from, the sale of any portion of the Property , or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure section 1245.245; any right to enforce any other obligation placed upon Seller pursuant to Code of Civil Procedure sections 1245.245, 1263.025 and 1263.615; any other rights conferred upon Defendants pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and attorney's fees and costs. It being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property by Buyer. This release shall survive the Close of Escrow.

B. This Agreement arose out of Buyer's efforts to acquire the Property through its municipal authority. Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives (including attorneys), and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained by Seller, or may be sustained by Seller, as a result of Buyer's efforts to acquire the Property or to construct the works of improvement thereon, or any preliminary steps thereto. This Agreement does not, and shall not be construed to,

require Seller to indemnify Buyer for damages which may arise as a result of Buyer's efforts to construct improvements on the Property.

C. Seller hereby acknowledges that he either has consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the provisions of the California Civil Code section 1542, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Seller acknowledges that he may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principal of similar effect.

This acknowledgment and release shall survive the Close of Escrow.

I HAVE READ AND UNDERSTOOD PARAGRAPH 4C

_____ / _____
SELLER'S INITIALS

5. REMEDIES.

In the event of a default under this Agreement by either Seller or Buyer, the rights of the non-defaulting party will be as follows:

5.1 Seller Default.

If Seller defaults under this Agreement, then Buyer may, at Buyer's option, terminate this Agreement and the Escrow or initiate an action for specific performance of this Agreement, in addition to pursuing any other rights or remedies that Buyer may have at law or in equity. Upon such termination by Buyer, the Seller, as the defaulting party, shall pay all Escrow and Title company termination fees.

5.2 Buyer Default.

If Buyer defaults under this Agreement, then Seller may, at Seller's option, terminate the Escrow or pursue any rights or remedies that Seller may have at law or in equity. Upon such termination by Seller, the Buyer, as the defaulting party, shall pay all Escrow and Title company termination fees.

6. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Seller: *{Seller name, address and phone number}*

Buyer: *{Agency contact, name, address and phone number}*

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other document in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other parties.

D. Governing Law and Venue. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce this Agreement shall be brought in the courts of the County of *{Applicable County}*.

E. Inurement. Subject to the restrictions against assignment as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorney Fees. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. All parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. No Merger. All warranties, representations, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed.

J. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

K. Waiver. A waiver of any breach or default or failure to enforce any provision of this Agreement shall not operate as a waiver of a future breach of the same provision or any other provision of this Agreement.

L. Amendment/Modification. The terms of this Agreement may not be modified or amended except by a writing signed by all of the Parties hereto.

M. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

N. No Obligation to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

O. Eminent Domain. The Property is under consideration for a public use. Buyer has the power of eminent domain under California law to acquire property for such use, and Seller acknowledges Buyer may exercise such power if Buyer is unable to acquire the Property pursuant to the terms of this Agreement, whether by reason of a Seller default, failure of condition, or otherwise.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: _____
(To be filled in upon execution of Buyer)

SELLER:

{List all sellers with full proper names}

By: _____
{Seller name and appropriate signature block for type of entity/individual}

By: _____
{Seller name and appropriate signature block for type of entity/individual}

BUYER:

{Agency Title}

By: _____
{Name of Authorized Signer}

Its: *{Title of Authorized Signer}*

Date:_____

EXHIBIT A TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Legal Description of Property

EXHIBIT B TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

Depiction of Property

EXHIBIT C TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

ATTACHMENT "C"

Recorded at the request of
San Bernardino County
Transportation Commission

When Recorded Mail to:
San Bernardino County
Transportation Commission
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

This document is recorded for the benefit of the San Bernardino County Transportation Commission and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

Space above this line for Recorder's use.

GRANT OF ROAD AND UTILITY EASEMENT

Assessor's Parcel Number: 0000-000-000

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **OWNER** ("GRANTOR"), hereby grants to the **SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION** ("GRANTEE") its successors and assigns, a Permanent Easement for the construction, operation, and maintenance of capital improvements, which include roads, retaining walls, utilities, sidewalks and other related improvements, by the GRANTEE in, on, over, through, under, across and along that certain real property in the City of Barstow, County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

It is further understood and agreed that no other easement or easements shall be granted on, under or over said strip of land by the GRANTOR or any person, firm or corporation without the previous written consent of said GRANTEE.

Dated this _____ day of _____, 20_____.

OWNER'S NAME

By: _____

Its: _____

BRD1203a3-bf

ATTACHMENT "C"

ACKNOWLEDGMENT

State of California
County of _____)

On _____before me, _____
(insert name and title of the officer)

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)**

BRD1203a3-bf

ATTACHMENT "C"

PROJECT NAME: _____
APN: _____

Certificate of Acceptance

This is to certify that the interest in the EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____

Date: _____

BRD1203a3-bf

Recorded at the request of
San Bernardino County
Transportation Commission

When Recorded Mail to:
San Bernardino County
Transportation Commission
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410

Space above this line for Recorder's Use

This document is recorded for the benefit of the San Bernardino County Transportation Commission and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

TEMPORARY CONSTRUCTION EASEMENT DEED

Assessor's Parcel Number: 0000-000-000

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **OWNER** ("GRANTOR"), hereby grant(s) to the **SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION** ("GRANTEE"), its successors and assigns, an exclusive Temporary Construction Easement for the construction of a capital improvement project by the GRANTEE in, on, over, through, under, across and along that certain real property in the City of Barstow, County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED
HERETO AND MADE A PART HEREOF.

Reasonable access to GRANTOR'S property across this Temporary Construction Easement shall be maintained by GRANTEE at all times during the term of this Easement.

Such right shall be exercised for a period of twenty-four (24) months, beginning no fewer than 30 (thirty) days after the date that the GRANTEE provides written notice of commencement of possession to the GRANTOR.

At the expiration of the Temporary Construction Easement, GRANTEE shall restore such property to a condition as near as practicable to the condition that existed immediately prior to GRANTEE'S operations. GRANTEE shall not be required to restore vegetation to the pre-existing condition.

Dated this _____ day of _____, 20_____.

OWNER'S NAME

By: _____

Its: _____

ATTACHMENT "D"

ACKNOWLEDGMENT

State of California
County of _____)

On _____before me, _____
(insert name and title of the officer)

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)**

PROJECT NAME: _____
APN: _____

Certificate of Acceptance

This is to certify that the interest in the EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____

Date: _____

ATTACHMENT "E"

AGREEMENT FOR POSSESSION AND USE
Parcel 20__
APN ___-___-___

This Agreement is made this _____ day of _____, 20 ___, by and between the _____, hereinafter referred to as "_____," and _____, hereinafter referred to as "Owner."

It is hereby agreed by and between the parties that _____ requires immediate possession of the Owner's real property to construct a grade separation in the City of _____ and at the. The Owner's property required for the project is legally described and depicted in attached Exhibits "A" and "B" hereinafter referred to as "Property". The purpose of this Agreement is to allow _____ to proceed with the construction of its project without delay.

It is agreed by the parties that any delay in the start of construction of this project is contrary to the public interest. It is the intent of this agreement to offer fair-market compensation to the Owner for permission to enter the Property and construct the project. _____ has made a firm written offer to pay the total sum of $_____ to the Owner and any other persons having an interest in the Property which is located in the County of _____, State of California.

In consideration of the sum to be paid to the Owner and any other consideration hereinafter set forth, _____ and Owner agree as follows:

1. Owner hereby irrevocably grants to _____, its contractors, agents, and all others deemed necessary by _____, the irrevocable right to possession and use of the Property including the right to remove and dispose of improvements within the right of way. In consideration for this irrevocable grant of possession and use, _____ will tender into escrow the sum of $_____. _____ shall have the right to take possession of the Property on the date this sum is paid into escrow. Owner acknowledges that this sum represents the full amount of the _____-approved appraisal of what is believed by _____ to be just compensation owed for the acquisition of the Property. Owner waives any right to challenge _____'s right to possess and use the Property in any subsequent eminent domain proceeding filed by _____.

2. This transaction will be handled through an escrow with _____. _____ shall pay all escrow and recording fees incurred in this transaction. Owner shall be entitled to an interim disbursement of the sum referred to in paragraph 1 less any amounts payable to any other person having an interest in the Property. Owner shall not be entitled to receive any proceeds until:

   a. all holders of liens and encumbrances on the Property have executed reconveyance of their interests in the Property;

   b. all other parties having interests in the Property have received payment therefor or have consented to a payment to Owner, and;

   c. ____ has acknowledged in writing that it concurs that all other parties having interests in the Property have received full payment or have consented to Owner's withdrawal.

This escrow shall remain open until either a settlement is reached, this agreement is terminated or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court. Any sum disbursed to Owner from this escrow shall be deducted from the ultimate amount received by Owner as a result of any settlement, award or verdict of just compensation for the Property.

3. On and after the date of execution of this agreement, Owner shall not voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the Property, or the larger parcel of which the Property is a part, without first obtaining the written consent of _____.

4. Owner agrees to pay when due all taxes, including prorated taxes for the current year, and special assessments due on the date _____ takes possession of the Property.

5. This agreement is made with the understanding that _____ will continue to negotiate in good faith with Owner to acquire its interest in the Property by direct purchase. It is further understood that in the event a settlement is not reached within 120 days of the execution of this agreement, such failure will be an acknowledgment that the negotiations to acquire the Property have proved futile. On this date, ____ shall begin timely preparations for the filing of a complaint in eminent domain to acquire title to the Property. If ____ begins proceedings in eminent domain, it is understood and agreed that this agreement shall continue in effect until either a settlement is reached or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court.

6. Section 1245.235 of the Code of Civil Procedure requires the Alameda Corridor-East Construction Authority, to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the ____ Board of Directors and be heard on the matters referred to in Section 1240.030 of the Code of Civil Procedure, which provides:

   The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

   (1) The public interest and necessity require the project.

   (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

   (3) The property sought to be acquired is necessary for the project.

   (4) The offer required by Section 7267.2 of the Government Code has been made to the Owner or others of record.

7. By granting this irrevocable right to possession and use of the parcels to ____, Owner agrees to the following:

(1) Owner specifically waives the notice required by Code of Civil Procedure Section 1245.235 of the hearing of the matter referred to in Code of Civil Procedure Section 1240.030 and the adoption of the resolution of necessity by the ____ Board of Directors authorizing the taking of the property described and depicted in Exhibits A and B;

(2) Owner shall not object to the filing of an eminent domain proceeding to acquire the property described and depicted in Exhibits A and B; and

(3) in any eminent domain action filed by _____ to acquire the property described and depicted in Exhibits A and B, Owner shall not challenge ____'s right to take such property, and the only issue shall be the amount of just compensation for the property.

8. Owner agrees that in the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by Owner, the Owner shall refund the difference including interest to _____.

9. Owner expressly waives all claims and defenses in its favor in any subsequent eminent domain proceeding except a claim for greater compensation.

10. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Property shall be the date on which _____ files the complaint in said proceeding.

11. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed at the apportionment rate calculated by the California State Controller as the rate of earnings by the Surplus Money Investment Fund for each six-month period. Owner shall be entitled to receive interest on any sum received as compensation for its interest in the Property, whether pursuant to this agreement, a subsequent settlement or court judgment, beginning on the date _____ is authorized to take possession of the Property pursuant to this agreement and ending on the earliest of the following dates:

a. the date the amount placed into escrow by ____ is paid to the Owner;
b. the date the amount is paid directly to the Owner, or;
c. the date the amount is deposited with the court as the award in a judgment in condemnation.

12. At any time after the commencement of the proceeding in eminent domain, ____ reserves the right to abandon the proceeding in whole or in part.

13. If any hazardous materials are present on the Property on the date ____ takes possession of the Property, Owner shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials.

Owner shall further hold ____, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Property on the date ____ takes possession under this agreement.

14. This agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.

15. _____ shall record a memorandum of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

(Owner as appears on offer letter signature block)

_____

(Company)

_____ _____

(signature) (date)

RIGHT OF ENTRY GRANT
Lenwood Road Grade Separation Project
Assessor's Parcel #_____
Phase II Environmental

The undersigned owner and/or tenant of the real property identified herein, or his/her duly authorized representative(s), (collectively "Owner/Tenant") hereby grants to _____Engineering and their sub-consultants and contractors the right to enter upon the property identified as Assessor's Parcel Number _____, located in the City of Barstow, (the Property) from _____, 2012 through _____ 2012. In the event the work required is not complete, _____ Engineering. has the right to extend this Right of Entry for an additional six months to _____ upon written notice to the Owner/Tenant 30 days prior to _____.

To facilitate the City of Barstow's Lenwood Road Grade Separation project, _____Engineering has requested permission to enter the Property to conduct an Environmental Phase II Testing. The work to be performed will generally consist of borings to obtain soil samples. The Owner/Tenant will be supplied by _____ Engineering a drawing that shows the approximate locations of the proposed boring sites prior to the boring activity.

If you would like _____Engineering to provide notice of entry 24 hours prior to entering this property, please complete the contact information:

Contact Name_____ Phone_____

If we are unable to contact the person designated, please designate an alternative:

Alternative Contact Name_____ Phone _____

This Right of Entry Grant shall not be recorded. However, the Owner/Tenant agrees that if any transfer of title or possession of the Property occurs during the period that this Grant is effective, then the Owner/Tenant agrees that this Grant shall be binding on the Owner/Tenant's transferees and Owner further agrees to give notice of this Grant to those new owners or transferees.

This Right of Entry may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(Name of Signor and designation of Owner or Tenant)

_____ _____
Signature Date

_____
Print Name

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **19**

Date: March 7, 2012

Subject: Downtown San Bernardino Passenger Rail Project Plan Review Purchase Order

Recommendation:* Approve an increase to Purchase Order 4000703 with Bureau Veritas North America, Inc. in the amount of $26,980 for a new not-to-exceed total of $75,000.

Background: The Downtown San Bernardino Passenger Rail Project is in the final stages of design and has been submitted to the City of San Bernardino ("City") for plan check review of City related issues. The City of San Bernardino uses a combination of in-house staff and outside consultants to provide plan check services for the City. For the Downtown San Bernardino Passenger Rail project, the City contracts with Bureau Veritas North America, Inc., an outside consultant to review and check all plans for this project. Accordingly, and in order to expeditiously complete this review, the City suggested that SANBAG issue a Purchase Order to Bureau Veritas (BV) to make direct payments for the plan check services performed by it for the City. The initial estimated cost for review and plan check services was $48,020 and SANBAG issued a purchase order in accordance with SANBAG Policy 11000. After the initial review of the plans, it was determined by the City that the cost to complete the review would exceed the original estimate due to the large number of plans that need to be reviewed. The review by the City's consultant is performed on a time and material basis so the exact cost of services is not known but is now estimated to be more than $50,000 and less than $75,000. Therefore, this item is being brought to the Board for approval because the Purchase Order amount will exceed the Executive Director's

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1203e-maa
Attachments: PO4000703_1

authority established by SANBAG Policy 11000 which is limited to $50,000. In order to complete the plan check and review by the City for the Downtown San Bernardino Passenger Rail Project, Staff recommends approval of this item.

Sole Source Justification: The City of San Bernardino contracts with Bureau Veritas North America, Inc., an outside consultant to review and check all plans for this project. To simplify the process, reduce costs to the City, and shorten the checking process, the City requested SANBAG pay BV directly for these services rather than the City.

Financial Impact: This item is consistent with the current adopted FY2011/12 budget. Task number is 0380 Redlands Rail Extension by Measure I Valley Commuter Rail

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed and approved by SANBAG General Counsel and SANBAG Contracts Manager.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

February 8, 2012

Mr. Mitch Alderman, PE
Director of Transit & Rail Program
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Re: Request for Purchase Order Increase for Plan Review Services

Dear Mr. Alderman:

Bureau Veritas is requesting an increase to the purchase order for the review services for the San Bernardino Rail project. The original estimate for services based on the number of sheets to be reviewed and the level of completion of the plans. The plans that were ultimately submitted included several more sheets than the original estimate.

Attached please find a summary of the original estimate and the revised estimate based on the actual submittal.

Thank you for your assistance and I look forward to working with you on this project.

Sincerely,

Tina M. York, PE
Operations Manager, Plan Review

Original Estimate for 98 Sheets

Per Sheet Estimated Review Time

1 hour/sheet for a 30% review
1.5 hours/sheet for a 60% review
1 hour/sheet for a 100% review
0.5 hour/sheet for additional reviews

Estimated Hourly Rate

$140.00

Estimated Cost Per Review

30% review estimate = $13,720.00
60% review estimate = $20,580.00
100% review estimate = $13,720.00

Total (without additional submittals required) = $48,020.00

New Estimate for 148 Sheets / 177 Sheets

Per Sheet Estimated Review Time

1.5 hours/sheet for a 90% review
1 hour/sheet for a 100% review
0.5 hour/sheet for additional reviews

Estimated Hourly Rate

$140.00

Estimated Cost Per Review of 148 Sheets

90% review estimate = $31,080.00
100% review estimate = $20,720.00
3rd/Additional review estimate = $10,360.00

Total for 3 reviews = $62,160.00

Estimated Cost Per Review of 177 Sheets

90% review estimate = $37,170.00
100% review estimate = $24,780.00
3rd/Additional review estimate = $12,390.00

Total for 3 reviews = $74,340.00

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 20

Date: March 7, 2012

Subject: Amendment to the Expenditure Plan for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)

Recommendation:* Approve the amendments to the Expenditure Plan for the remaining Proposition 1B PTMISEA funds as identified in Attachment 1.

Background: Proposition 1B, approved by the voters in November 2006, includes a provision that $4 billion be deposited in the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). Of this amount, $3.6 billion is to be made available to project sponsors for eligible public transit capital projects. The remaining $400 million will be used for state-supported intercity passenger rail projects.

Upon appropriation by the Legislature, 50% of the annual amount made available is allocated to Regional Transportation Planning Agencies (RTPAs) and county transportation commissions based on population and 50% is allocated to eligible public transit operators. The following transit operators receive allocations: Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1203c-rpg
Attachment:
BRD1203c1-rpg.xls

Authority (MARTA), Omnitrans, Southern California Regional Rail Authority and Victor Valley Transit Authority (VVTA).

The SANBAG Board approved the allocation of $70,286,423 to the transit operators on February 3, 2010. The allocations provided capital funds for a number of transit projects throughout the county and included items such as bus procurement, E Street sbX, Redlands Rail and other miscellaneous system improvements.

Because of the budget problems confronted by the State over the past several fiscal years, it has had difficulty selling bonds to produce revenue for projects as originally submitted and approved for allocation in Fiscal Years 2008/2009 and 2009/2010. This situation triggered the swap of State Transit Assistance (STA) for PTMISEA that the SANBAG Board approved in December 2009. It has also resulted in project delay to a number of projects included in the Expenditure Plans.

AB 1072, Chapter 271, Statues of 2009, requires that project sponsors submit to Caltrans a description of transit capital projects it intends to fund with PTMISEA through the end of the program, which is currently set for FY 2016/2017. The original expenditure plans were due to Caltrans by February 1, 2010. Approval of this item will amend the original Expenditure Plans provided by SANBAG to Caltrans for the following agencies: Omnitrans, SANBAG/SCRRA and VVTA.

Financial Impact: This item has no immediate impact on the adopted budget. Any future allocations of PTMISEA funds to SANBAG will require a budget amendment at that time. Omnitrans and VVTA are responsible for directly applying for their own PTMISEA funds from the State and do not directly affect the SANBAG Budget.

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed and approved by SANBAG General Counsel and SANBAG Contracts Manager.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1203c-rpg
Attachment:
BRD1203c1-rpg.xls

Effective: 10/09

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Omnitrans
City/County: San Bernardino/San Bernardino
Sponsor Contact: Maurice Manson
Email: Maurice.Manson@omnitrans.org
Phone: (909) 379-7169
Total PTMISEA Appropriation: $ 30,836,061.00 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
Project Name	Project Description	Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
Operator Allocation	GC 8879.55(a)(3)														
1. sbX - BRT					$5,655,666						$5,655,666	$131,899,633	$17,622,864	$35,281,976	$190,460,139
Population Allocation	GC 8879.55(a)(2) - Funds from SANBAG														
1. sbX - BRT					$1,208,284						$1,208,284				$1,208,284
2. Service Vehicles	Support Vehicles				$181,548	$108,966	$138,517	$200,000	$110,000		$739,931	$922,945			$1,681,976
3. Revenue Vehicles	Revenue Vehicles				$7,520,596	$4,719,644	$2,308,055	$1,940,000	$2,000,000	$2,100,000	$20,588,295	$61,251,730			$81,840,025
4. Management Information System	Management Information System				$486,994	$213,814	$194,078	$200,000	$210,000	$220,000	$1,524,886	$4,845,091			$6,369,977
5. Facility Infrastructure	Facility Infrastructure				$207,550	$128,642	$108,400	$110,000	$120,000	$120,000	$794,592	$1,692,519			$2,487,111
6. Transit Enhancements	Transit Enhancements				$56,333	$49,082	$49,892	$50,000	$60,000	$60,000	$325,307	$985,248			$1,310,555
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
	Totals:	$0	$0	$0	$16,316,571	$5,220,148	$2,798,942	$2,500,000	$2,500,000	$2,500,000	$30,836,061	$201,597,166	$17,622,864	$35,281,976	$285,338,067

Total Number of Projects: 8

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature: _____ Date: _____

Caltrans Signature: _____ Date: _____

SANBAG

Caltrans

Effective: 10/09

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Southern California Regional Rail Authority
City/County: Los Angeles/San Bernardino
Sponsor Contact: Joanna Capelle
Email: capellej@scrra.net
Phone: 213 247-8049
Total PTMISEA Appropriation: 6799128 + 26142875 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
Project Name	Project Description	Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
Operator Allocation	GC 8879.55(a)(3)														
1. Positive Train Control (PTC)	PTC is a predictive collision avoidance technology designed to stop a train before a train movement that may result in an accident can occur. The Rail Safety Improvement Act of 2008 mandates the installation of PTC on passenger rail systems by 12/31/2015.	$3,309,525	$874,339	$608,100	$608,100	$589,302					$5,989,366	$73,614,650	$81,621,734	$25,605,587	$186,831,337
2. Safety Retrofits on Rail Cars	Push back couplers, frangible tables and re-seating	$500,000		$144,000	$144,000	$144,000					$932,000				$932,000
3. SB Line Sealed Corridor - SB County	Installation of fencing, barriers and other Safety Improvements			$1,843,644	$1,843,643						$3,687,287				$3,687,287
Population Allocation	GC 8879.55(a)(2) - Funds from SANBAG										$0				$0
1. Positive Train Control (PTC)	(see above)					$18,798					$18,798				$18,798
2. Safety Retrofits on Rail Cars	(see above)						$458,073	$458,073	$458,073	$458,073	$1,832,292				$1,832,292
4. SB Line Extension	Extends SB Line to San Bernardino Transit Station (Rialto & E)			$1,000,000	$4,000,000						$5,000,000	$5,000,000		$30,000,000	$40,000,000
5. Redlands Line Construction	Reconstruct 9 miles, grade crossings, signal system & 8 stations						$6,000,000	$5,250,000	$3,541,785		$14,791,785	$110,000,000		$105,000,000	$229,791,785
6. Redlands Rail Equipment	Acquire Redlands Rail vehicles						$5,000,000				$5,000,000	$2,500,000	$6,000,000	$16,500,000	$30,000,000
9. Rialto Metrolink Parking	Acquire property and construct additional surface parking			$1,500,000							$1,500,000	$3,200,000		$800,000	$5,500,000
5. Redlands Line Construction	Contribute to joint-use (Metrolink) parking structure near Upland station										$0	$5,000,000		$3,300,000	$8,300,000
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
Total Number of Projects: 9	Totals:	$3,809,525	$874,339	$5,095,744	$8,595,743	$752,100	$11,458,073	$5,708,073	$3,999,858	$458,073	$38,751,528	$199,314,650	$87,621,734	$181,205,587	$506,893,499

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature: _____ Date: _____

Caltrans Signature: _____ Date: _____

Effective: 10/09

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Victor Valley Transit Authority
City/County: Hesperia/San Beranrdino
Sponsor Contact: Kevin Kane
Email: kkane@vvta.org
Phone: (760) 948-4330
Total PTMISEA Appropriation: 822271 + 100764211 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
Project Name	Project Description	Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
Operator Allocation	GC 8879.55(a)(3)														
3 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses (CMAQ match)			$63,659							$63,659	$491,342			$555,001
2 Fixed Route rplc buses	Purchase fixed route replacement buses (CMAQ match)			$110,615							$110,615	$853,773			$964,388
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements		$105,741	$39,174							$144,915	$25,085			$170,000
1 rplc service truck	Purchase replacement service truck			$35,000							$35,000				$35,000
Path of travel bus stop Imprv.	Path of travel bus stop improvements (Article 3 match)			$28,189							$28,189			$112,757	$140,946
ITS hardware/software	ADA paratransit and fixed route communications and data resources			$190,556	$249,337						$439,893				$439,893
Population Allocation	GC 8879.55(a)(2)														
3 fixed route expansion buses	Purchase fixed route expansion buses			$1,800,000							$1,800,000				$1,800,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements			$125,000							$125,000				$125,000
2 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses			$150,000							$150,000				$150,000
ITS hardware/software	Purchase ADA paratransit and fixed route communications and data resources				$385,918						$385,918				$385,918
4 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses				$475,000						$475,000				$475,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements				$125,000						$125,000				$125,000
2 Service vehicles rplc	Purchase replacement service vehicles				$70,000						$70,000				$70,000
4 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses					$500,000					$500,000				$500,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements					$125,000					$125,000				$125,000
Service vehicle rplc	Purchase replacement service vehicle					$35,000					$35,000				$35,000
4 Premium ParaT. Rplc buses	Purchase Premium Paratransit replacement buses					$480,000					$480,000				$480,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements						$125,000				$125,000				$125,000
4 County Rplc buses	Purchase County replacement buses Type VII's						$500,000				$500,000				$500,000
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses							$680,000			$680,000				$680,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements							$125,000			$125,000				$125,000
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses								$760,000		$760,000				$760,000
2 Service vehicles rplc	Purchase replacement service vehicles								$75,000		$75,000				$75,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements								$100,000		$100,000				$100,000
2 Service vehicles rplc	Purchase replacement service vehicles									$80,000	$80,000				$80,000
5 fixed route rplc buses	Purchase fixed route replacement buses									$2,810,503	$2,810,503				$2,810,503
5 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses									$450,000	$450,000				$450,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements									$100,000	$100,000				$100,000
											$0				$0
											$0				$0
		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
Total Number of Projects: 28	Totals:	$0	$105,741	$2,642,193	$1,305,255	$1,140,000	$625,000	$805,000	$935,000	$3,440,503	$10,898,692	$1,370,200	$0	$112,757	$12,381,649

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature: _____ Date: _____

Caltrans Signature: _____ Date: _____

BRD1203c1-rpg
VVTA

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: March 7, 2012

Subject: Contract No. C12077 – A/E Services for the San Bernardino Transit Center Omnitrans Bus Facility

Recommendation:*

1. Approve award of Contract C12077 to HDR Engineering, Inc. for architectural and engineering services, inclusive of project management, right-of-way location and acquisition, survey and title work, environmental clearances, including CEQA and NEPA compliance as well as traffic studies, geotechnical work; hydrology work, and landscaping of the Omnitrans bus facility at the San Bernardino Transit Center in the Not-To-Exceed amount of $2,620,180.
2. Approve contingency for Contract C12077 to HDR Engineering, Inc. for architectural and engineering services, inclusive of project management, right-of-way location and acquisition, survey and title work, environmental clearances, including CEQA and NEPA compliance as well as traffic studies, geotechnical work; hydrology work, and landscaping of the Omnitrans bus facility at the San Bernardino Transit Center in the amount of $253,521 and authorize the Executive Director, or designee, to release contingency as necessary to complete the project.

Background: On September 7, 2011, SANBAG released RFP 12077 for design services for the Omnitrans Bus Facility at the San Bernardino Transit Center (SBTC), which is located at the southwest corner of Rialto Avenue and E Street in the City of San

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1203h-mmm
Attachments:
C12077

Bernardino. The Omnitrans facility is one component of the larger SBTC, which also includes the new terminus of the Metrolink extension known as the Downtown San Bernardino Passenger Rail Project (DSBPRP), the westerly terminus of the Redlands Passenger Rail Project, and a surface parking lot provided by the City of San Bernardino and the City of San Bernardino Economic Development Corporation. Following release of the RFP, SANBAG held two pre-proposal conferences on September 12 and 22 to solicit as much consultant interest as possible and to answer any questions that potential proposers may have had on the project.

On September 29, 2011, SANBAG received three proposals for the Omnitrans Bus Facility (Project). The firms that proposed were HDR Engineering Inc., STV, and Jenkins Gales & Martinez (JGM). An evaluation panel comprised of staff members from SANBAG, Omnitrans, and the City of San Bernardino reviewed the proposals and interviewed all three firms on October 21, 2011. The evaluation criteria used during the proposal review and interviews included elements, such as: team/staff qualifications, team organizational structure, project work plan and understanding, prior experience on similar projects and responsiveness to questions.

As a result of the proposal review and interview process, the evaluation panel unanimously determined that HDR Engineering, Inc. was the most qualified firm and recommends that contract C12077 (RFP 12077) be awarded to HDR Engineering, Inc. (HDR). The panel's unanimous recommendation of HDR is because HDR had the most thorough and complete understanding of the project; provided extensive understanding of potential project critical items; utilized the most innovative approach to project delivery through exhibits, schedule acceleration, and environmental clearance; defined a project schedule that included considerations of risk and mitigation measures to minimize risk; and prepared several preliminary/conceptual designs of what the transit center could look like at opening day and future build out. Together, these factors clearly set HDR apart from the other two firms.

The scope included as part of the proposed contract C12077 includes, architectural and engineering services, inclusive of project management, right-of-way location and acquisition, survey and title work, environmental clearances, including CEQA and NEPA compliance as well as traffic studies, geotechnical work; hydrology work, and landscaping of the Project. The proposed contract also includes planning and preliminary design for a solar/hydrogen powered canopy potentially funded by the SCAQMD, Gold LEED, and certification.

Financial Impact: This item is consistent with the current adopted FY 2011/12 Budget, New Task No. 38212000 San Bernardino Transit Center. A prior receivable contract

C12117 between SANBAG, Omnitrans, City of San Bernardino and the San Bernardino Economic Development Corporation was approved by the Board on October 5, 2011. The agreement establishes a cost-reimbursement relationship between SANBAG, Omnitrans and the San Bernardino Economic Development Corporation. A budget amendment to Task No. 38212000 in the amount of $8,943,261 was approved by the Board at the time. This contract will be funded by that budget amendment.

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed by SANBAG's Contracts Manager and SANBAG Counsel.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1203h-mmm
Attachments:
C12077

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12077 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and HDR Engineering

Contract Description A/E Services for the San Bernardino Transit Center Omnitrans Bus Facility

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

(1) Approve award of Contract C12077 to HDR Engineering, Inc. for project management, right-of-way location and acquisition and environmental, including CEQA and NEPA compliance as well as traffic studies, geotechnical work; hydrology work, and landscaping of the Omnitrans bus facility at the San Bernardino Transit Center in the amount of $2,670,635 **(2)** Approve contingency for Contract C12077 to HDR Engineering, Inc. for project management, right-of-way location and acquisition and environmental, including CEQA and NEPA compliance as well as traffic studies, geotechnical work; hydrology work, and landscaping of the Omnitrans bus facility at the San Bernardino Transit Center in the amount of $258,492 and authorize the Executive Director, or designee, to release contingency as necessary to complete the project.

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

CONTRACT OVERVIEW

Original Contract Amount	$	2,620,180	**Original Contingency Amount**	$	253,521
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	2,620,180	**TOTAL CONTINGENCY VALUE**	$	253,521
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,873,701

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
12/7/11	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. 382.

☐ A Budget Amendment is required.

How are we funding current FY? Omnitrans Reimbursement

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

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

Omnitrans Reimbursement

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☒ Underutilized DBE (UDBE) Goal 3.2 %

mm 2/21/12

M. A. Alden 2/16/12 M. A. Alden 2/16/12

Task Manager Signature Date Project Manager Signature Date

2/21/12 2/20/12

Chief Financial Officer Signature Date Contracts Manager Signature Date

C12077

ATTACHMENT "A" SCOPE OF SERVICES

SCOPE OF SERVICES

Elements in the Scope of Work

Omnitrans Bus Facility (Project)

The parcel on which the Project will be designed is roughly located at the intersection of Rialto Street and E Street in the City of San Bernardino. The Project is located toward the south and central interior portions of the parcel and adjacent to the Redlands Subdivision railroad tracks. Further, the Project generally following the tenants of the Cooper Carey Master Plan. The Project will include up to 14,000 square feet of building designed to meet energy performance requirements to achieve a LEED "Gold" rating, as budget allows. The Project building(s) may include the required programmatic functions including passenger services, ticketing, waiting, public restrooms, security office, Metrolink crew offices, lunchroom, restrooms/ locker room facilities and coach operations break room and restrooms. Plans will include necessary accommodation for mechanical, electrical, and plumbing systems necessary to achieve a permitted fully operating facility. The basic scope of services is limited to, urban planning/visioning, site planning, design Development contract documents and bid support. Construction administration and design support during construction is not included.

Activities

The following are elements that will be included in the planning of these facilities as part of this Scope of Services.

1. **Urban Planning and Visioning:** Orchestrate workshops to develop consensus for the Project guiding principles amongst all Stakeholders. Two (2) workshops and three (3) visioning sessions will be conducted with a follow-up meeting to validate the recorded information.

   Stakeholders include SANBAG, Omnitrans, the City of San Bernardino, and the City of San Bernardino Economic Development Agency

2. **Site Planning:** Develop three (3) alternative block diagram buildings based on the current scheme, Market Square Transit Center Plan for the Project by HDR. The site plan alternatives will consider opening day and future build-out phases considering related land use plans that will be directed by the project development team (PDT), consisting of representatives from SANBAG, the City of San Bernardino and Omnitrans. In general, the Project will include the following components.

   a. Twenty-two (22) on-site bus bays
   b. Capacity for four articulated buses (part of the total 22 on-site bus bays)
   c. Two (2) bus turn-outs on E Street (north of Rialto Avenue)
   d. Two (2) vehicular points of egress/ ingress off of Rialto Avenue

e. Street conversion and landscaping consistent with City's design guidelines, i.e. – "Main Street" – street-scaping and downtown master plan.

f. Onsite landscaping and irrigation

g. Provision for future solar canopies that provide an energy source

h. Site lighting

i. Provide for future electric charging for four (4) bus stalls

j. Maintenance storage building

k. Parking for maintenance vehicles. Appropriate vehicular and pedestrian signalization to allow for safe and efficient traffic flow within the site.

3. **Project Building Program Development:** Develop consensus among all Stakeholders for the functional requirements of the Project building. The program will describe in detail the areas (square footage) of each room, functional characteristics, organizational relationships (synergies between spaces), occupant capacities, hours of operation, acoustic properties, environmental qualities (temperature/humidity levels), security levels (type of locks, cameras), etc.

4. **Project Facilities:** The required elements for the Project building(s) will include provisions as described on Exhibit "A" generally in accordance with Omnitrans' design policies with the following elements:

   a. Project Building (13, 499 gsf: see Exhibit "B" for the preliminary program)

   b. Public restrooms

   c. Interior finishes

   d. Architectural signage and wayfinding

   e. Coach operator restrooms

   f. Coach operator break room

   g. Customer service area

   h. Electronic real time notification

   i. Security office and cameras

   j. Bike lockers

   k. Design to a projected LEED "Gold" level

5. **Off-Site Utility and Landscape Improvements:** Off-site improvements shall include the following.

   a. Rialto Avenue improvements include studying a possible traffic circle at F Street.

   b. E Street improvements including remove and replace curb, gutter, and sidewalk fronting the project site.

   c. Traffic signal modifications at the intersection of Rialto Avenue and E Street as needed for transit center operations.

d. One (1) vehicular traffic signal on Rialto Avenue at the exit of the transit center.

e. Street landscape for Rialto Avenue and E Street following the City's "Downtown Streetscape Masterplan."

f. Possible storm run-off detention basin or other facility needed for compliance with MS4 permit to support on-site improvements.

g. Right-of-way acquisition necessary for (2) fixed route bus turnouts on E Street just north of Rialto Avenue, one (1) being on the west side of E Street and one (1) on the east side.

6. **On-site Improvements:** In addition to the Project elements described above, the on-site improvements will include:

a. Architecture and engineering plans necessary to construct the Project, including site plans for accessibility, pavement finishes and treatments, engineering plans for precise grading depicting the bus roadway, sidewalks and other hardscape surfaces, planters, and utilities; and landscape and irrigation.

b. Possible storm run-off detention basin or other facility needed for compliance with MS4 permit.

c. Right-of-Way (ROW) signage and striping

7. **Miscellaneous Studies and Investigations:**

a. Lot Line Adjustment – Since real property ownership of the site is with SANBAG and Omnitrans, prepare a lot line adjustment to coincide with the Project needs as well as those by SANBAG's Metrolink extension project known as the Downtown San Bernardino Passenger Rail Project.

b. Record of Survey (ROS) – File a ROS with the County of San Bernardino depicting the final boundary of the Project site after the recordation of the lot line adjustment.

c. Perform a geotechnical investigation and prepare a preliminary report necessary for the design and construction of the proposed improvements including buildings, walls, canopies and light poles as well as for grading and paving.

d. Perform a hydraulic and hydrologic study to determine storm water run-off and compliance with the MS4 permit.

e. Perform traffic studies related to the Project.

8. **Environmental:** Prepare documentation for environmental clearance under the California Environmental Quality Act (CEQA) for the Project. Since the project will also have Federal Transit Administration (FTA) funding, a National Environmental Policy Act (NEPA) document will be prepared. The final environmental document will be prepared as a joint NEPA/CEQA document where Omnitrans will certify the final document for compliance under CEQA.

9. Provide project administration, public relations, and the related administrative support required during the Project.

PHASING

The Scope of Services organizes the tasks and activities into two principle categories.

Phase 1: Schematic Design Tasks (Preliminary Architectural and Engineering)
Phase 2: Design Development and Construction Documents Tasks (Final Design)

Phase 1

Task 2: Research and Data Collection

Task 3: Concept Design/Definition

Task 4: Environmental Documentation (CEQA/NEPA Clearance)

Phase 2

Task 1: Project Management and Associated Subtasks

Task 5: Design Development – 50% Documents

Task 6: Construction Documents – 90 to 100%

Task 7: Bid Support

The phasing strategy allows SANBAG and Omnitrans to evaluate the estimated project costs at critical moments in the project development, i.e., at the completion of Schematic Design (Preliminary Engineering) and prior to carrying out final Construction Documents (Final Design). The strategy allows the project partners the opportunity to re-assess the budget and needs in concert with the design to consider variables that incrementally add architectural systems in an ala-carte manner. The process better assures a design that is more precisely calibrated to the project budget.

The ala-carte items will be defined in Phase 1 during visioning. From the following list developed in collaboration with SANBAG, HDR will recommend which of the following ala-carte items are to be included in the Project's Design Development and Contract Documents. The scope of work will define which items are included in the base scope of services. Other items that will be considered as additional tasks will be addressed through contingency funds allocated to the Project at the direction of SANBAG. The project assumes a design contingency to account for additional scope that is not included in the basic scope of services. The contingency sum is not guaranteed to fund all the "ala-carte" elements listed below. Any changes to the existing Scope of Work will be done via a written amendment to the contract and approved by all Parties.

a. Rotary at intersection of Rialto and F Street

b. Solar arrays (Photovoltaic panels on the Bus Operations Facility and/or bus canopies)

c. Furnishings and equipment programming and plans

d. Gray water systems for plumbing fixtures

e. Radiant hot water system

f. Tensile shade structures

g. Raised flooring (telecom/data)

h. Raised flooring (plenum)

i. Displacement heating and ventilation

j. Architectural accent lighting Art program

k. "Iconic Feature"

l. Fountains and water features

m. Commissioning Agent (Enhanced)

n. Building Information Modeling (BIM) (optional)

o. Post occupancy evaluation (optional)

p. Tenant improvement services (optional)

q. 3D animations (optional)

r. Post-construction photography (optional)

s. Relocation strategies and planning (eg. relocating Omnitrans facilities and personnel) (optional)

t. Office furniture (type and quality) (optional)

u. Grant application and administration (optional)

v. Sustainable Return on Investment (optional)

w. Risk assessment (optional)

Project CAD Platform

The project will be developed in AutoCAD 2008. The drawings will conform to standard layers, pen-types and title block as agreed to by SANBAG. Files will be stored on ProjectWise and made accessible to the client through a secure network connection. At the conclusion of each phase, PDF and ".dwg" files will be provided to the SANBAG.

TASK 1 PROJECT MANAGEMENT

HDR Engineering will provide overall project management, coordination, and supervision of the project staff to facilitate the performance of the work in accordance with the scope and requirements of SANBAG. Our attitude towards project management is to assimilate the goals and perspective of our clients into our perception of the project and act on their behalf to attain their goals. In meetings with the Stakeholders, we will act as agents of SANBAG communicating the needs and intentions of the Project with other Stakeholders. This strategy of project management depends on clear and frequent communication between SANBAG and HDR, which we accomplish through face-to-face meetings, telephone consultations, email, and written progress reports.

TASK 1.1 PROJECT INITIATION DOCUMENTS

This task includes the preparation of a Project Management Plan (PMP), which will act as a guide to

the project team and SANBAG regarding the scope of services, deliverables, roles and responsibilities, document formatting and CADD standards, invoicing requirements, and communications protocols. The PMP will also include the CPM baseline project schedule prepared in Microsoft Project. Project Management Plan (PMP) includes providing a detailed plan for management, a staffing plan, and a schedule for milestone completion. Work items and deliverables shall be identified in accordance with the Work Breakdown Structure (WBS), and a list of deliverables will be provided. The schedule included in the Project Management Plan will identify the critical path and will define the subtasks of Project Management, Baseline Analysis, Agency Coordination, Permitting, Planning, Preliminary Engineering, and Final Design.

This task also includes the development and implementation of a project specific Quality Assurance and Control plan (QA/QC), which will outline the quality control and assurance procedures for report review, cost estimate checking, plan checking, comment resolution, peer reviews, and audits. The QA/QC plan will address scope elements to meet standard professional architecture and engineering industry practices. HDR will document reviews and will retain copies of check prints and review documents as appropriate for reports and preliminary design documents. HDR will maintain a quality control database of reviews and will coordinate with the project team for QC documentation.

Activities

- Provide PMP for management, a staffing plan, and a schedule for milestone completion
- Work items and deliverables shall be identified in accordance with the Work Breakdown Structure (WBS)
- Develop and implement a project specific Quality Assurance and Control Plan
- Cost estimate checking document reviews and will retain copies of check prints and review documents as appropriate for reports and preliminary design documents
- Maintain a quality control database of reviews

Deliverables

- Draft and Final Project Management Plan
- Quality Assurance and Control Plan

TASK 1.2 PROGRESS REPORTS AND INVOICING

Monthly invoices will be prepared per SANBAG requirements. Each invoice will include a progress report and status schedule. CPM status schedules will compare the current status of each task against the established baseline. Progress reports will indicate the work done during the reporting period and work projected to be done in the subsequent reporting period by task. They will discuss the issues related to the current schedule and will identify ways to mitigate any schedule delays or slippage. Key issues affecting the schedule and budget will also be identified, and solutions for mitigating these issues will be proposed.

Activities

- HDR will provide management and staff to plan, organize, direct, supervise, control, and

coordinate administrative tasks.

- Contract Administration includes issuance of new or amended work orders, obtaining of periodic reports on costs expended, receipt and certification of invoices, payment of invoices, compliance with all contract terms and conditions, receipt and routing of contract deliverables, and contract close-out. HDR will establish and implement an administrative and financial audit and reporting process based on contract requirements.
- Develop and maintain WBS for task and subtasks.
- Maintain control of documents in accordance with the SANBAG document control requirements.
- Project schedule submitted with the monthly progress report complying with all contractually required deliverables, maintained, and updated monthly with progress and forecast completion dates. The project schedule will identify key milestone delivery schedules and depicting percent complete by task. Components shall be a narrative report of work accomplished, critical path analysis, identification of issues and description of measures to recover schedule, status of major changes, critical path methods schedule, percent complete and total float for each activity, work plan for next two months, and updated planned and actual progress.
- Prepare a production plan covering staffing, design scope, and CADD standards. Upon SANBAG's approval of the PMP, the HDR team will set up: 1) standard CADD files; 2) ProjectWise Accounts so that the team, including SANBAG, have access to all of the Project files; 3) the folder structure so that the team knows where to store and retrieve documents; and 4) a deliverables log. The deliverables log will track each planned deliverable through its development, including when drafts are expected, scheduling of QC and agency reviews, actual submittal dates, who it was submitted to, when comments were received, and who resolved the comments and when.
- HDR will comply with the requirements of the FTA 2010 Master Agreement, found at http://www.fta.dot.gov/documents/16-Master.pdf, including submission to Omnitrans via SANBAG on a quarterly basis, reports that document the status of the Project's implementation progress, including task completion status, budget status, and adherence to Project.
- Accounting/Invoicing includes establishing and maintaining a system of cost accounts based on the Project's WBS and to provide monthly invoicing and progress reports for the status of work accomplished. Additionally, the dollar amount previously billed and the dollar amount projected during the reported month shall be reported.

Deliverables

- Monthly invoices
- Progress reports
- WBS
- Production Plan
- Project schedule updated monthly
- Reports to support the FTA 2010 Master Agreement

TASK 1.3 CONTROL PLAN MEETINGS AND COORDINATION

Activities

HDR will facilitate the coordination between the project team and SANBAG as well as between the project team and the various Stakeholders. HDR will schedule and conduct weekly project team meetings, biweekly meeting with SANBAG, and monthly PDT meetings with SANBAG and the Stakeholders and will be responsible for preparing meeting agendas, summaries, and presentation materials. Additional coordination with external agencies, jurisdictions, and affected utilities during design development, environmental process, and property acquisition will be provided as needed, and documented to produce reference data utilized during the design.

- HDR will facilitate the coordination between the project team and SANBAG as well as between the project team and the various Stakeholders
- HDR will schedule and conduct weekly project team meetings
- Biweekly meeting with SANBAG
- Monthly PDT meetings with SANBAG and the stakeholders
- Preparing meeting agendas, summaries, and presentation materials

Focus meetings will be conducted as needed with City, SANBAG, Metrolink, City of San Bernardino, Omnitrans, and permitting agencies. The Project team will provide the following for these focused meetings.

- Agendas
- Summaries
- Presentation materials (engineering drawings, sketches, technical memoranda, visual presentation materials)
- Attendance at presentations and coordination meetings

TASK 1.4 QUALITY ASSURANCE PLAN AND IMPLEMENTATION

Activities

1.4.1 HDR will follow the Downtown San Bernardino Passenger Rail Project Quality Assurance/Quality Control plan (QA/QC) addressing procedures for report review, cost estimate checking, and plan checking, comment resolution, peer reviews, and audits. The QA/QC plan will address scope elements to meet standard professional engineering industry practices.

1.4.2 HDR will implement QA/QC by documenting reviews and retaining copies of check prints and review documents as appropriate for reports, design and preparation of construction documents. HDR will maintain a quality control database of reviews and will coordinate with the project team for QC documentation.

1.4.3 Formal QC reviews will be conducted in compliance with requirements of QA/QC Plan at each major deliverable milestone.

1.4.4 Quality Assurance Reviews will be conducted of selected deliverables. Assume two reviews taking two days each.

Deliverables

- QA/QC review documentation at the request of SANBAG

TASK 1.5 PERMITS AND APPROVALS

Activities

HDR will provide permitting assistance to SANBAG by managing permitting efforts based on regulatory requirements and direction from SANBAG. HDR will identify, consistent with a preliminary level of design development, anticipated permitting requirements for design and construction of the Project. Support for permitting activities will include engineering drawings, sketches, technical memoranda, visual presentation materials, and attendance at presentations and coordination meetings, all in support of the required plan checking process with the necessary public agency, private utility company, or other entities requiring review and approval of the project construction documents.

Deliverables

- Permitting Requirement Matrix
- Regulatory Permits

TASK 1.6 TRAINING AND SAFETY

The training and safety task will provide for required safety training for staff assigned to visit the job site during the design phase. The project management team will check that all subconsultants are properly trained prior to entering the construction site including rail right-of-way.

Activities

- Metrolink Safety Classroom Training
- OSHA Personal Protective Equipment Training
- OSHA On Site Training
- eRail Safe Online Training (BNSF)
- HDR Roadway Worker Project Protection Online Training required for all HDR employees

TASK 2 - RESEARCH AND DATA COLLECTION

The purpose of this task is to prepare and obtain all of the necessary information and develop recommendations needed to complete the design of the proposed transit center and adjacent arterial roadway improvements.

TASK 2.1 GEOTECHNICAL STUDIES

Activities

- Drilling and Laboratory Testing: Conduct drilling by hollow stem auger consisting of 3

borings to 25 feet deep and 2 borings to 10 feet deep for percolation tests, laboratory testing, and prepare technical report and boring logs with design recommendations. Field surveys will be conducted to tie boring holes to the grid coordinate system. Borings will be backfilled with on-site materials. Borings in paved areas will be sealed with asphalt. Work in existing railroad right-of-way will be coordinated with Underground Service Alert, BNSF, and the property owner(s) and conducted in accordance with their safety requirements.

- Geotechnical Report: Prepare a technical report identifying boring locations, boring logs, soil classifications, laboratory testing results, suitability of materials at existing on-site borrow pit locations if required, geologic and seismic hazards evaluation, seismic design parameters, foundations design data, soils resistance to lateral loads, stability of excavations, evaluation of corrosivity, suitability of excavated materials for fill or structural backfill, percolation rate of on-site near surface material, recommendations for earthwork requirements, and structural section thickness of base, subbase, and pavement (AC and PCC).

  During the design phases of the project, the plans will be reviewed for conformance to the geotechnical recommendations and the specifications will be developed and reviewed.

Deliverables

- Draft and Final Geotechnical Report that includes, at a minimum, the following items.
  - Description of site conditions and topography.
  - Description of the site geologic setting, and seismicity.
  - Discussion of existing or anticipated groundwater conditions and depth to groundwater (encountered or estimated from available data), including management of groundwater both during construction and after the Project is complete.
  - Description of exploration and sampling methods and equipment, including description of geophysical or in situ test methods (if utilized).
  - Description of the geotechnical profile encountered at the site, including site soil description and classification, by stratum.
  - Description of any difficulties and/or obstructions encountered during subsurface exploration.
  - Results of laboratory tests and a description of test methods.
  - Evaluation of geological and seismic hazards.
  - Engineering analysis and geotechnical recommendations for various components of the project that require geotechnical considerations.
  - Materials and pavements recommendations.

TASK 2.2 SURVEY AND MAPPING

Project Limits: Survey and Mapping data will be captured between Rialto Avenue and the southerly line of the extension of West Congress Street and between "E" Street and "F" Street.

Activities

- Establish Horizontal and Vertical Control: Utilize the existing horizontal and vertical primary control that was used for both the Downtown San Bernardino Passenger Rail Project and the Redlands Passenger Rail Project (RPRP).
- Aerial Topography and Color Digital Imagery: Aerial mapping will be prepared of the proposed project site including 300 feet beyond the far-side of the adjoining streets and right-of-way. The aerial mapping will be prepared in conformance with National Map Accuracy standards for a 1" = 40-foot scale with a 1-foot contour interval. Horizontal and vertical aerial control panels will be set to control the mapping. A 0.25' GSD pixel resolution digital color ortho photo will be prepared for the limits described.
- Detailed design topography data and project boundary survey for the Record of Survey. Conventional ground surveys will also be utilized to supplement the aerial topographic mapping as required by the engineering team. Design survey will include 50-foot cross sections along the street frontage and design survey along the onsite property boundaries.
- A final boundary survey will be prepared based upon the title report provided on the subject property. The survey performed for the RPRP will be utilized to provide the basis for the survey. Review all records research and conduct a field survey of landnet monuments and field evidence of property boundaries and rights-of-way. Field and record data will be analyzed and boundary line locations will be fixed. All locatable easements and encumbrances from title reports will be plotted. A hardcopy base right-of-way map plot and electronic copy will be prepared

Deliverables

- Project survey control notebook
- Project survey control drawing (one sheet)
- Preliminary title reports
- Topographic mapping – AutoCAD format
- Digital Terrain Model – AutoCAD Format
- Digital Orthophoto – Geo-referenced TIFF
- Digital Infrared Orthophoto – Geo-referenced TIFF
- Existing property boundary survey and record of survey
- Raw data survey notes and hardcopy plot of boundary lines
- Delivery of electronic version of boundary lines to design engineers
- Filed Record of Survey
- Legal descriptions and right-of-way plat maps for acquisition purpose

TASK 2.3 UTILITIES RESEARCH AND BASE MAP DEVELOPMENT

Activities

- Data Collection and Review: Collect existing and available utility data by contacting Underground Service Alert, BNSF, utility companies, and by field observation. Send letters to known utility owners in the Project vicinity, based on the results of the Underground

Service Alert search, requesting their as-built plans along with identifying their project corridor. Follow up with phone calls and requests for meetings to expedite receipt of the information.

- Prepare Utility Base Map/Matrix: Prepare the utility base map by plotting the location of the existing utilities based on obtained information. Prepare matrix of all identified utilities. Identify potholing locations, as necessary, to confirm/resolve utility location accuracy.

Deliverables

- Base map showing existing utility locations
- Utility matrix

Assumptions

Potholing is not part of this Scope.

TASK 2.4 DATA COLLECTION AND FIELD REVIEWS

Activities

Research and obtain through the City of San Bernardino all available as-built information for the arterial roadways adjacent to the transit center site including E Street, F Street, and Rialto Avenue. Also research through the City the availability of any as-built plans for the past development on the transit center site that has since been removed. Conduct a field review of the project site and adjacent roadways and conduct a photo inventory of existing surface and above ground features.

Deliverables

- Log of information as-built obtained, photo inventory of project vicinity.

TASK 2.4.1 DATA COLLECTION: SURVEY EXISTING FACILITY AND USER INTERVIEWS

Activities

Survey existing Omnitrans facilities and sites to evaluate and plan based on a critical understanding of the Omnitrans office culture and organization through its architecture. Analyze and document its findings and capture user requirements. A set of guiding principles and criteria will be formed to gain consensus among all Stakeholders. Then establish the functional requirements of the Omnitrans Bus Facility (Project) building. The program will describe in detail the areas (square footage) of each room, functional characteristics, adjacencies, occupant capacities, hours of operation, acoustic properties, environmental qualities (temperature/humidity levels), security levels (type of locks, cameras), etc. A program document will be formulated and circulated among the stakeholder for final approval.

Deliverables

- Programming document with building areas, adjacency matrix
  - Functional space requirements (SF, adjacency, space planning and operations)

- Occupant population
- Existing facility surveys (1 building location approximately 14,000 gsf)
- MEP requirements (temperature settings, humidity, utilities, power requirements, etc.)
- Telecom/data systems
- Security

TASK 2.5 RIGHT-OF-WAY BASE MAP DEVELOPMENT

Activities

- Preliminary Title Reports/Legals/Lot Line Adjustment: Order preliminary title reports on adjoining land ownerships to obtain legal descriptions of boundaries and easements and for future use in acquisition.
- Research record maps with the County of San Bernardino,, Caltrans, and railroad right-of-way maps and records through Metrolink/SCRRA, BNSF, SANBAG, and the State Board of Equalization as required. Review preliminary title reports with copies of vesting deeds, easements, leases, and other referenced documents for all acquisition parcels identified in the previous project plans and reports.

Deliverables

- Prepare a lot line adjustment document and processed through the City of San Bernardino.

Assumptions

- Maximum of 6 title reports will be reviewed and filed.

TASK 3 - CONCEPT DESIGN/DEFINITION

The purpose of this task will be to work with the Stakeholders to develop a consensus on the scope of the proposed onsite and offsite improvements to be included into project. HDR will start with the preferred transit center concept prepared by Cooper Cary and identify potential issues or constraints that should be considered and will work collaboratively with the Stakeholders to reach a common vision for the transit center and adjacent improvements that will be carried forward into implementation.

A Basis of Design Memorandum will be prepared based on review of the previous reports prepared for this project. The Basis of Design Memorandum will identify the design criteria, standards, guidelines, and recommended practices for the Project per SANBAG, Omnitrans, Metrolink, and City of San Bernardino standards to address operation and facility requirements, architecture design, parking, drainage, utilities, fencing, pedestrian circulation, signage, striping, traffic control, safety and communications, and right-of-way. The draft Basis of Design Memorandum will be submitted to SANBAG and copied to the City of San Bernardino and Omnitrans for approval.

TASK 3.1 REFINEMENT OF SITE LAYOUT

3.1.1. This task intentionally left blank

3.1.2. Architectural

Develop opening day and future conceptual build-out plans based on planning document review and consultation with the stakeholders on current and projected land use and developments plans. Three concept site design alternatives will be prepared (based on the current scheme concept). Alternatives will consist of building concept plans and image sketches to present three distinctly different architectural aesthetic approaches to canopy and building place making.

Activities

- Existing facility surveys (1 location)
- Building concept plan sketches including elevations (3 versions)
- Building 3D modeling design (3 versions)
- List of ala-carte architectural and site elements

Deliverables

- Site plans (Organization of primary elements on a scalable plan indicating outline of the primary elements as buildings, paths, parking, road edges, etc.).
- Building concept plans showing organization and size of spaces ("block plans").
- 3-D Site Massing studies of each Alternative (3 "sketch up" images submitted in electronic format).
- Coordinate with all disciplines
- Cost estimate (30%+/- accuracy)

3.1.3. Landscape

Activities

Prepare 3 alternate conceptual integrated site designs including landscape components. The conceptual site design alternatives will include landscape related items such as LEED site sustainability solutions as drought-tolerant indigenous plants, pedestrian circulation and access, site furnishings, bike lockers/racks and major tree selections for the open spaces and streetscapes. Upon approval of a preferred conceptual alternate site plan, production of the planting and irrigation construction documents will proceed. The planting documents will include all specific plant material and their location, size, and spacing. The irrigation documents will include all equipment necessary to provide supplemental water to the plant material, layout of the equipment, manufacturer and performance information, and all pressure and water efficiency calculations as required by governing code. Planting and irrigation documents will include technical specifications and construction details.

3.1.4. Solar Power Generation

The Scope of Service is outlined below as a comprehensive turnkey sustainable design consulting service from start to completion of the solar portion of the project.

Activities

- Review all pertinent existing and future site plans, electrical service, and mechanical design documentation to determine Project's global solar power production capability.
- Evaluate existing service and power distribution systems and the associated grid connection interface requirements.
- Survey the project site and Stakeholders to establish locations of the solar power co-generation platforms.
- Conduct tentative study of the available solar power platforms most suitable for solar power co-generation.
- Evaluate deployment and best use of various commercially available solar photovoltaic power co-generation system technologies.

Deliverables

- Provide preliminary economic analysis of most promising and cost effective technology alternatives best suited for the project.
- Provide projected calculations for the solar power electric energy contribution.
- Provide assistance to our client's staff with completion and filing of rebate application forms.

TASK 3.2 DETERMINATION OF OFFSITE IMPROVEMENTS

Work collaboratively with SANBAG, Omnitrans, and the City of San Bernardino on defining the conceptual layout for the offsite improvements to be included as part of this project. These improvements may include roadway modifications along Rialto Avenue to accommodate on-street parking, widening of E Street to accommodate bus turnouts, a potential traffic circle at the intersection of Rialto Avenue and F Street, signalization of the transit center access points along Rialto Avenue, and the addition of a midblock pedestrian crosswalk along Rialto Avenue. Meet with Stakeholders to facilitate the identification, development, and review potential improvements for improvements within the public right-of-way.

TASK 3.3 TRAFFIC ANALYSIS

Perform a traffic analysis to address potential impacts associated with development of the Project, but not including the park-and-ride/kiss-and-ride trips south of the Metrolink tracks or any additional bus trips or trips generated from the future office building/s. In addition, the site development will include improvements to Rialto Avenue between E Street and F Street. It should be noted that the traffic impacts associated with these trips would be addressed separately as part of the Downtown San Bernardino Passenger Rail Project.

The Project traffic analysis will include analysis of site access and circulation issues associated with two alternative site plans. On-site circulation of transit vehicles and private vehicles will be assessed with recommendations to improve access and circulation provided. Access to the site from Rialto Avenue and E Street, including interactions with the sbX project, will be evaluated.

The traffic analysis will consider alternative traffic control options at the intersection of Rialto Avenue/F Street (traffic circle versus traffic signal). The evaluation will take into account bus travel paths through a potential traffic circle, pedestrian activity, and the proximity of other signalized and unsignalized intersections. The traffic study will recommend a preferred traffic control device for this location.

Deliverables

- Draft and Final Traffic Analysis Report

Assumptions

- Attendance at 4 meetings related to the preparation and approval of the Project traffic study.
- SCAG 2008 RTP model will be use for long-term traffic forecasts.

TASK 3.4 SITE HYDROLOGY

An initial hydrology study will be completed to determine the amount of runoff generated within the Project site and will evaluate surface drainage impacts and recommend drainage facilities to mitigate the impacts based on the requirements of the City of San Bernardino and the County of San Bernardino Flood Control District. This task will be coordinated with the hydrology and hydraulics for the Downtown San Bernardino Passenger Rail project (DSBPRP) as the DSBPRP is providing infrastructure to accommodate flood control and water quality treatment for this project.

Deliverables

- Preliminary Hydrology Study

TASK 3.5 THIS TASK INTENTIONALLY LEFT BLANK

TASK 4 - ENVIRONMENTAL DOCUMENTATION (CEQA/NEPA CLEARANCE)

HDR shall provide environmental clearance services for the Omnitrans Bus Facility (Project); previously referred to as the San Bernardino Transit Center. This scope reflects direction provided by the Federal Transit Administration (FTA) to include the Project as part of the Downtown San Bernardino Passenger Rail Project (DSBPRP), which is currently being considered in a joint Environmental Assessment/Environmental Impact Report (EA/EIR). This scope covers the updates necessary to produce an updated project description that is compliant with CEQA and NEPA, updates to the technical studies prepared for the DSBPRP, EA/EIR existing conditions and impact analysis, document formatting and graphical updates, and additional project coordination and management review time. A streamlined approach is proposed to facilitate the incorporation of the Project into the DSBPRP EA/EIR. This approach is possible based on the following circumstances.

- The Project site location is contained within the current Area of Potential Affect (APE) for the DSBPRP EA/EIR;
- Omnitrans and FTA have prepared a joint CEQA/NEPA document for sbX operations along the E Street Bus Rapid Transit (BRT) Corridor, known as sbX, which may be incorporated by reference into the DSBPRP EA/EIR;

- HDR's understanding of the San Bernardino Transit Center with which the Omnitrans Bus Facility is a component;
- Omnitrans bus operations are already considered in the cumulative analysis; and
- As part of the DSBPRP EA/EIR, the transit-oriented development (TOD) pads are not analyzed, only the bus facility and associated operations.

With this understanding, the following are the proposed tasks necessary to obtain environmental clearance for the Project within the context of the DSBPRP.

TASK 4.1 PROJECT DESCRIPTION

Activities

TASK 4.2 Integrate the Project into the DSBPRP EA/EIR project description. This will include additional description of the bus facility, its interaction with the DSBPRP, bus facility operations, updating affected figures, and development of a preliminary site plan for use in the EA/EIR. In the interest of schedule, it is assumed that the conceptual design will undergo environmental review and that additional engineering design would not be required. This task assumes that one round of review of the updated project description will be sufficient and that no additional alternatives will be developed for equal level of analysis per the requirements of NEPA.

TASK 4.3 ENVIRONMENTAL TECHNICAL STUDIES

Activities

- Update the traffic analysis prepared by the HDR Team (Iteris) for DSBPRP to incorporate bus facility operations, site design improvements, effects of bus ingress/egress along Rialto Avenue and E Streets, and associated trip generation based on anticipated building square footage. This task will include additional traffic modeling to the extent necessary to facilitate the integration of the Project and associated operations into the EA/EIR. This will include the consideration of up to 8 additional intersections, analysis of effects to I-215 between Mill Street and Fifth Street, and additional coordination with the City of San Bernardino. This task will also include updates to the Vehicle Miles Traveled (VMT) analysis to determine net reductions in regional VMT as a result of project implementation. This task assumes that the traffic study prepared for the sbX E Street BRT Corridor will be incorporated by reference and that additional analysis of bus operations along the E Street Corridor will not be required. It is anticipated that this supplemental information will be produced as an addendum to the previously completed DSBPRP traffic study.
- Complete the supplemental noise analysis to the extent necessary to incorporate potential construction and operational noise impacts resulting from the Project in DSBPRP. Potential noise abatement measures will also be identified, if required. The specific focus of this analysis will be on potential noise impacts to noise-sensitive land uses in the vicinity of the Project. This task will maximize the availability of existing ambient noise data for the Study Area to minimize the need for additional noise monitoring. Noise impacts generated by bus travel along the E Street BRT Corridor are already covered in the Initial Study/Environmental Assessment (IS/EA) prepared for the sbX E Street BRT Corridor Project and, therefore, will be incorporated by reference into the DSBPRP EA/EIR. The results of the supplemental noise analysis will be presented in an addendum to Noise Study

prepared for DSBPRP.

Analyze air quality and greenhouse gas (GHG) impacts caused by the Project and integrate this supplemental analysis as an addendum to the Air Quality Technical Memorandum prepared for the DSBPRP. Consider construction activities associated with the building of the Project, the increase in the number of vehicle trips generated by the proposed use, and intersection impacts at E Street and Rialto Avenue. Since the South Coast Air Quality Management District (SCAQMD) has imposed regulations that require transit operators to purchase only CNG or other approved clean fuel vehicles, the potential for impacts from operation of the bus facility are likely to have minimal health risk impacts. Additionally, air quality impacts generated by bus travel along the E Street BRT Corridor are already covered in the Initial Study/Environmental Assessment (IS/EA) prepared for the sbX E Street BRT Corridor Project and, therefore, will be incorporated by reference in the DSBPRP EA/EIR.

Quantify the daily and annual average emissions associated with the operation of the Project and compare with SCAQMD regional and local significance levels to demonstrate their levels are less than significant. . If emissions are above significance levels, a screening level health risk assessment will be performed using SCREEN3, AERSCREEN, or similar model to determine if a complete health risk assessment (HRA) will be required. If a complete HRA is required an amended scope of services will be necessary prior to initiating the additional work.
Localized carbon monoxide impacts will be evaluated using the methodology prescribed in the Caltrans Transportation Project-Level Carbon Monoxide Protocol (December 1997). If daily average PM emissions are greater than local significance levels, then localized PM10 and PM2.5 impacts will be evaluated, at additional scope costs, using the methodology prescribed in the Transportation Conformity Guidance for Quantitative Hot-Spot Analyses in PM10 and PM2.5 Nonattainment and Maintenance Areas (EPA, December, 2010).

- GHG emissions will be compared to the significance thresholds identified based on those provided in the Air Quality Technical Memorandum. The results of the supplemental air quality and GHG analysis will be presented in an addendum to Air Quality Technical Memorandum prepared for DSBPRP.
- The Project site is identified within the footprint of the DSBPRP EA/EIR Study Area and, therefore, no resurvey of the Project site is necessary. However, based on the change in project-related use from construction staging to the development of the Project, an update to the project-related temporary and permanent impacts are needed. Additional discussion of impacts to special-status species, including the burrowing owl and San Bernardino kangaroo rat, may also be required based on the change in use. An update to the temporary and permanent project impacts will be prepared as a result of the incorporation of the Project with an addendum to the Biological Technical Report prepared for DSBPRP.
- Utilize the records search of previously recorded sites acquired in conjunction with the Cultural Resources Study completed for DSBPRP and, therefore, no supplement records search would be necessary. Given that the Project site was the subject of a previous reconnaissance survey as part of the DSBPRP, no additional field survey of the Project site is warranted. However, there may be a need to evaluate adjacent properties and structures to remain consistent with the approach used for the Cultural Resources Study prepared for DSBPRP. This task includes the completion of an additional survey of properties adjacent to the Project by an architectural historian with the preparation of an addendum to the Cultural Resources Study prepared for DSBPRP to document these findings.

- Prepare an addendum to the Water Quality Impact Assessment prepared for the DSBPRP that considers potential water quality and drainage impacts result from the incorporation of the bus facility. This addendum will consider best management practices (BMPs) that could be incorporated into the conceptual site plan for the Project to comply with City requirements and the MS4 permit (adopted January 29, 2010). This consideration will also include an evaluation of Low Impact Development (LID) techniques to be incorporated. The findings and recommendations of the addendum will be incorporated into the DSBPRP EA/EIR.
- In the absence of an engineering design plans for the Project, appropriate assumptions will be developed to characterize existing runoff conditions and potential changes in post-construction runoff from the completed bus facility. Drainage impacts and drainage facilities to mitigate these impacts will be discussed in the context of existing available information and based on the requirements of SANBAG, the City of San Bernardino, the Metrolink Design Criteria Manual and the San Bernardino County Flood Control District. This task does not include the preparation of a site-specific drainage plan for the purposes of the DSBPRP EA/EIR and, if determined required, would necessitate additional scope and budget.

TASK 4.4 CEQA/NEPA ENVIRONMENTAL DOCUMENTATION

Activities

The DSBPRP EA/EIR document will be integrated with the Project into the analysis for all the resource topics. This will require additional time to update all the resource sections to incorporate format changes, updates to the analysis to include consideration of the Project, graphical updates, and additional QA/QC review. Beyond the additional review, formatting, and updates to exhibits, this task will also specifically include the following.

- Hazardous Materials. Integrate the results of the Phase I and II Environmental Site Assessments prepared for the Project site into the DSBPRP EA/EIR. This task will include review of these two documents and incorporation of the results into the DSBPRP EA/EIR. No additional site reconnaissance or Phase 1 or 2 documentation is proposed and, if determined required, would necessitate additional scope and budget.
- Land Use and Planning: The Project will be located within a commercial zoned portion of downtown San Bernardino and, therefore, is expected to be consistent with the existing zoning and overall intent of the City's General Plan. For this reason, the land use analysis for the Project will focus on potential land use impacts that could result from the placement of the Project at the proposed location. Impacts on land use will be considered in the context of compatibility with surrounding land uses and consistency with applicable land use plans and policies with the intent of encouraging public forms of transit. This discussion will be integrated into the DSBPRP EA/EIR.
- Geotechnical, Soils and Seismic Conditions: Given that the Project is located within the Study Area for the DSBPRP, the findings and recommendations of the geotechnical report prepared for the DSBPRP will likely be applicable for the Project. For this reason, no additional geotechnical investigation or analysis is proposed. Information contained in the current DSBPRP Geotechnical Report will apply to the findings and recommendations, as

appropriate, for the Project. This discussion will be incorporated into the DSBPRP EA/EIR, as appropriate, and will include a general assessment of potential geological hazards that could impact the design of the Project.

- Visual Effects: No modeling/simulation/rendering is proposed to facilitate the incorporation of the Project into the DSBPRP EA/EIR. Changes in landform and aesthetics, as viewed from sensitive public viewing areas will be described verbally and supported by representative photos of similar facilities, as appropriate. Mitigation options will be identified to address specific impacts, where appropriate. The HDR team has the capabilities to perform renderings for the Project based on conceptual design plans and can provide this service as an extra scope item on a time and materials basis, if requested.
- Acquisitions and Displacements: Integrate additional discussion of the potential environmental justice/community impacts that could result in conjunction with the operation of the Project. This discussion will be integrated into the current DSBPRP EA/EIR discussion and expanded, as appropriate.
- GIS Support: Support the preparation of technical addendums and integration of the Project into the DSBPRP EA/EIR with GIS data collection, analysis and coordination. This will include revisions to existing GIS graphics, preparation of new GIS graphics specific to the bus facility, and analytical support.
- With the integration of the Project into the DSBPRP, a higher volume of public and agency comment letters on the Draft EA/EIR may be expected. This task includes the assembly and organization of the comment letters received by SANBAG for distribution to Stakeholders for review and response. The HDR team will take the lead, with assistance from SANBAG staff and technical consultants, in preparing responses to environmental issues raised in the public comments on the Draft DSBPRP EA/EIR. The public comments and responses to those comments will be included in a DSBPRP Screen-Check Final EA/EIR. The Screen-Check Final IS/EA will also identify corrections and revisions to the text of the Draft IS/EA that may be required in response to public comments and review. Once revisions have been made to the satisfaction of SANBAG, copies will be forwarded by SANBAG to the FTA, along with a draft Finding of No Significant Impact (FONSI), for their review and comment. Revisions will be made in response to federal agency comments.

PHASE 2

TASK 5 - DESIGN DEVELOPMENT – 50% DOCUMENTS

Based upon the Project concept and the scope of the offsite improvements defined as part Task 3, preliminary design plans, outline specifications (Table of Contents), and construction cost estimates will be prepared consistent with a 50% level of design completion. This task includes development of a preferred concept alternative through final construction documents. 50% Construction Documents

The general plans address discipline drawings that pertain to the entire construction plan package and will include the drawings identified in the drawing list. General drawings include: title, index,

abbreviations, symbols, right-of-way plans delineate temporary and permanent right-of-way, survey control, and construction site plans that will show construction access and staging areas.

TASK 5.1 HYDRAULICS AND STORMWATER TREATMENT

Based on the hydrology study prepared as part of Task 3.4, the scope of the proposed drainage improvement required for the Project site to capture and convey runoff will be determined through hydraulic analysis. Any proposed offsite drainage improvements associated with adjacent street improvements will also be determined. A Water Quality Management Plan (WQMP) to establish the best management practices (BMP's) will be prepared and will be incorporated into the project site plan to comply with City requirements and the MS4 permit (adapted January 29th 2010).This also includes evaluation of Low Impact Development (LID) techniques to be incorporated into the site plan. The primary goal of LID is to preserve a site's predevelopment hydrology. The effects of changes to runoff patterns caused by land use modifications, or hydromofication, can be reduced by the use of structural and non-structural techniques that store, infiltrate, evaporate, and detain runoff. One source of guidance will be the "Low Impact Development Manual for Southern California" by the Low Impact Development Center, Inc. Since grading permits may be issued by the City of San Bernardino, compliance with the storm water requirements will be necessary. The goal is to maximize water quality site features that complement the goal of LEED certification for the project. This task will be coordinated with the hydrology and WQMP for the Downtown San Bernardino Passenger Rail project (DSBPRP) as the DSBPRP is providing infrastructure to accommodate water quality treatment for this project. A draft and final PWQMP will be prepared and submitted for review in accordance with the project schedule. The report will include related figures and tables and be included in the PWQMP. The identified conceptual post-development BMPs addressing storm water quality in the PWQMP will be further refined and detailed in the WQMP as part of the Construction Document phase of the project (see Task 6.2).

Deliverables

- Prepare PWQMP

Assumptions

- The report will be prepared in accordance with the Model Water Quality Management Plan Guidance from the San Bernardino County Stormwater Program, dated June 1, 2004, based on Order no. R8-2002-012.
- The Site Hydrology Study for this project will be substantially completed before completion of the project PWQMP.
- The Final H&H Report and PWQMP/WQMP for the DSBPRP will be coordinated with the project PWQMP.
- The PWQMP template will be based on Order no. R8-2002-012, the previous related permit, but modified to comply with the current permit, Order no. 2010-0036. Updates to the current permit in forthcoming and mandated documents such as, but not limited to, the Local Implementation Plan are not included in this scope.
- Update of the project PWQMP to be in compliance with the updated WQMP Model Water Quality Management Plan Guidance (consistent with the Order no. 2010-0036) is not part of this scope. This Guidance and associated template were scheduled for public release on July 29, 2011; the current release date is unknown.

TASK 5.2 ARCHITECTURAL

Activities

- Architectural plans specifications and estimates (Construction Documents (CD)) will be prepared necessary to construct all buildings, shelters, site features including site walls, stairs, ramps and planters necessary to accommodate Project operations. Plans will be in compliance with requirements by the Stakeholders to the latest adopted edition of the California Building Code (CBC-Title 24), the American Disabilities Act, governing local and regional building, fire, life safety and planning requirements of the City of San Bernardino and the guiding principles necessary to achieve LEED "Gold" Certification from the United States Green Building Conference (USGBC).
- Architectural CDs will be designed to achieve LEED "Gold" Certification. Once approved alternative is accepted by Stakeholders, the 50% CDs will include a final list of LEED points for certification process will be made and developed into the needed exhibits. The necessary exhibits to initiate and complete design Certification will submit to the USGBC. HDR will facilitate this process through design in the form of exhibits and coordination with other disciplines and SANBAG.

Deliverables

50% Architectural Construction Documents (CDs)

- Complete 50% detail plans and specifications (Table of Contents) for each building, bus platform, shelter and site feature. Two (2) full-size sets submitted for review and stamped "Not for Construction."
- Coordinate approved concept with 15% comments with the design team including Stakeholder, structural, civil, landscape, structural, & MEP disciplines to develop the design and layouts for the buildings, bus platforms with amenities, shelters and site features.
- Prepare a code analysis and meet with governing Building Life Safety and Fire Officials (with SANBAG) and incorporate their code interpretations into the plans and specifications (P&S).
- Attend public outreach and stakeholder meetings.
- Coordinate LEED architectural and site (A&S) exhibits ready for posting to USGBC project website.
- Prepare cost estimate.
- Provide updated Sketch 3-D vignettes of each building, shelter and critical site feature for public outreach.
- Attend design team meetings and coordinate 50% P&S with all disciplines to complete the design for building and shelter plans outreach (1 photorealistic rendering delivered in electronic format).
- Review preliminary P&S with governing Building Life Safety and Fire Officials for building permit and incorporate their comments into the 50% A&S.

TASK 5.3 STRUCTURAL

Activities

- Structural engineer will advise the architects and Stakeholders on how to best implement vertical structures cleanly and efficiently with a concept for preferred alternative, which will be the basis of the final design. Preliminary structural design plans for the buildings and bus canopies, will be prepared.

Deliverables

- 50% structural plans

  Preliminary specifications (Table of Contents)

TASK 5.4 MECHANICAL, ELECTRICAL AND PLUMBING (MEP)

Activities

- Prepare mechanical, electrical, and plumbing plans. Prepare MEP system design plans.
- Prepare lighting for covered shelters, canopies, short term parking along Rialto Avenue and "Iconic Feature" near the southeast corner of the Project site...
- Prepare area and landscape lighting.
- Prepare conduit infrastructure for four (4) future electric bus charging stations.
- Prepare provisions for electrical connection of the solar photovoltaic grid-interactive with no battery backup design.
- Mechanical design will include:
  - Complete comfort heating, ventilating, and air conditioning system with all components, air handling units, air filters, exhaust fans, supply/return and exhaust ductwork, etc.
  - Instrumentation, control and regulating systems.
  - Testing and balancing of all systems.
  - Provide Title 24 calculations.
  - Provide MEP design criteria to a third party for LEED Gold certification and documentation of the building.
- Electrical design will include:
  - Underground secondary service conduit and conductors from the utility pad mounted transformer.
  - Main service entrance switchboard C/T enclosure with a metering station.
  - A complete system of electric wiring for lighting, conveniences and power including raceways, conductors, lighting fixtures, lamps, wiring devices, etc.
  - Rough in for and connections to building HVAC and plumbing equipment, including disconnecting means for motorized equipment.
  - Perform lighting calculations to meet illumination level criteria. Provide lighting design plans, specifications for lighting the new station and drop-off areas.
  - Provide conduit infrastructure design for ticket vending machines, public address speakers, visual message system, security, communication and similar low-voltage systems.
  - Prepare raceway and cable schedules.

- Provide Title 24 calculations.
- Provide MEP design criteria for LEED Gold certification and documentation of the building.

- Plumbing design will include:
  - Plumbing fixtures with accessories, appurtenances, trim and fittings.
  - Floor drains, floor sinks, roof drains, and related fixtures and fittings.
  - Domestic hot water and cold water distribution and piping systems.
  - Sanitary waste and storm drain service connections from site distribution system.
  - Hose bibs and potable water pedestals.
  - Provide MEP design criteria for LEED Gold certification and documentation of the building.
- Submittal of construction documents to local and state regulatory agencies.
- Prepare specifications for mechanical, electrical and plumbing systems.

TASK 5.5 SECURITY AND COMMUNICATIONS SYSTEM

Activities

The Project will include video surveillance for the following areas.

- Facility security: public access areas only
- Bus platforms: public access areas only
  - Including ticket vending machines and bench areas
- Building exterior: public access area only
  - Entry/exit areas

Excluded areas:

- Facility security: Administration floor (purposed 2nd floor of building)
- Building exterior: loading and shipping areas

System Overview

The concept of the system will incorporate security risk mitigation measures that may evolve from the system safety and security work element. The security system shall be designed to provide multiple HD (high definition) video cameras routed to a central security office that will monitor the cameras using a video management system and viewed on multi-viewer display(s).

Infrastructure

The video surveillance system infrastructure will be comprised of data and power requirements. As the system is defined the use of PoE networks and fiber optics may be included. Conduit and power requirements will be defined that will be needed for Task 5.4 as it relates to the video surveillance system. Areas include:

- Conduit runs
- Power supply development
- Security room design
- Lighting
- Casework

- Coordination with platform shelters/canopies
- Exterior lighting design for mounting of video surveillance cameras
- PA loud system
- Grounding and other related requirements.

Assumptions

- The video surveillance system does not include personnel entry security systems, building alarm systems, and facility network security systems.
- The system will be designed to accommodate a potential connection to the security system from the Downtown San Bernardino Passenger Rail Project. At this time no cooperative agreement has been developed for a joint operated system and security services.

TASK 5.6 ONSITE ENGINEERING

Preliminary design plans will be developed for the Project improvements based upon the agreed site concept as developed as part of Task 3. These improvements will include plans for civil layout, grading, drainage, signing and striping, retaining walls, and utilities.
Based on the final concept design information, the plans will include on-site water, sewer, and fire water facilities to within 5' from the proposed building. The final connection point will be decided by the building architect and MEP design engineer. Water lateral and meter locations for landscape architect will be provided. Dry utility location plans (designed by others) will be developed for review and approval by dry utility owners.

Activities

- Prepare 50% Roadway Plans
- Prepare 50% Utility Plans (including on-site fire main to supply hydrants on bus roadway)
- Prepare 50% Grading and Site Layout Plans

Deliverables

- 50% Roadway Plans
- 50% Utility Plans
- 50% Grading and Site Layout Plans
- Specification Outline, and Preliminary Cost Estimate

TASK 5.7 OFFSITE IMPROVEMENTS

Preliminary offsite design plans based on the approved offsite improvements will be prepared to City standards. These improvements will include typical roadway cross-sections, roadway modification plan and profiles, drainage plan and profiles, signing and striping layouts, traffic signal and traffic signal modification plans, and utility relocation/modification layouts.
Based on the on-site utility design information, plans for water, irrigation, fire, and sewer lateral improvements between the property line and existing facilities within the public right-of-way will be prepared. Coordination with dry utility owners regarding their existing and proposed facilities will be performed.

Activities

- Prepare 50% Street Improvement Plans

- Prepare 50% Utility Connection Plans
- Prepare 50% Traffic Signal Plans
- Prepare 50% Streetscape Plans

Deliverables

- 50% Street Improvement Plans
- 50% Utility Connection Plans
- Prepare 50% Traffic Signal Plans
- 50% Streetscape Plans
- Preliminary Cost Estimate

TASK 5.8 ROW NEEDS DETERMINATION AND DOCUMENTATION

Activities

The purpose of this task is to identify any temporary or permanent right-of-way requirements needed to construct the proposed offsite improvements or to relocate utilities. Once concurrence is reached with the Stakeholders on the need for and limits of any required right-of-way, title reports will be ordered for the affected parcels followed by the preparation of right-of-way mapping showing the limits of the proposed temporary construction easements and/or ultimate rights-of-way. This mapping will be submitted to the Stakeholders for concurrence and use in property acquisition.

Deliverables

- Right-of-way needs mapping

TASK 5.9 OUTLINE SPECIFICATIONS

Activities

This task involves the preparation of outline technical specifications for all onsite architectural and engineering. It is anticipated that specifications for all onsite improvements will be prepared in CSI format. Once consensus is reached on format and preliminary designs and cost estimates are completed, pay items will be included in the outline technical specifications based on the cost estimate.

Deliverables

- Outline specifications (Table of Contents)

TASK 5.10 COST ESTIMATE

Activities

Magnitude of the cost elements for the 15% phase will be provided, and an estimate of Probable Construction Cost for the 15% concept level, 50%, 90%, and 100% level of designs will be based on recent SANBAG, Omnitrans, City of San Bernardino, other local public works project estimates.

Deliverables

- 15% Conceptual Cost Estimate Submittal: 30%+/- accuracy
- 50% Preliminary Cost Estimate Submittal: 20%+/- accuracy
- 90% Cost Estimate Submittal: 5%_/- accuracy
- 100% Final Cost Estimate Submittal: 5%+/- accuracy

BUDGET FOR CONTINGENCIES

Contingency will account for price escalation, design variables, and construction costs for unforeseen changes. Price escalation will assume an increase in costs for the anticipated bidding climate on the future date of construction kick-off. Construction contingency will be approximately 10% of the total construction cost.

TASK 5.11 UTILITY IMPACTS IDENTIFICATION

Based on the onsite and offsite utility designs prepared as part of Task 5 and the existing utility base map prepared as part of Task 2, potential conflicts between the proposed improvements and existing utility facilities will be identified. These conflicts will be cataloged in a conflicts matrix and graphically identified on a set of utility plans. Existing utilities and identified conflict points will be potholed if necessary to determine the precise horizontal/vertical location of the existing facility. If conflicts are confirmed through potholing, impacted utilities will be notified of the conflict via a letter, phone call, and accompanying exhibits.

During the design phase, a utility conflict table will be developed and maintained. Major impacts will be identified. If required, a proposed potholing table and location map will be developed for approval by SANBAG prior to commencement of the work. Potholing will be provided by others.

Deliverables

- Utility conflict matrix
- Utility plans identifying conflicts

TASK 5.12 SIGNAGE AND WAYFINDING

Activities

- Signage visioning to identify client's stakeholders and assist in the establishment of a way finding strategy.
- Identify issues to be resolved in connection with the ordinances, visitor experience, destinations, parking, pedestrian walkways, bi-lingual messaging, international symbols.
- Meeting with stakeholders.
- Develop way finding and signage concepts.

Deliverables

- Signage plans
- Signage illustration documents showing graphics and colors

TASK 6 - CONSTRUCTION DOCUMENTS

TASK 6.1 90% DOCUMENTS (On-site and Off-site Improvements)

This task involves the preparation of a construction bid package; plans, specifications, and an engineer's/architect's estimate for construction. HDR proposes two milestone submittals to SANBAG and Stakeholders during final design with a three week Stakeholder review period after each submittal. At the conclusion of each milestone phase, an interdisciplinary review (IDR) will take place followed by a documented quality control. The 90% and 100% phases will not begin until all previous submittal review comments have been addressed to the satisfaction if the reviewers. Additionally, HDR will manage the LEED submittal process ensuring required exhibits are appropriately posted on USGBC site.

Architectural plans, specifications and estimates (Construction Documents (CDs)) necessary to construct all buildings, shelters, site features including site walls, stairs, ramps, and planters necessary to accommodate ITC operations. Plans will be in compliance with City standards and requirements by SANBAG and Omnitrans, the latest adopted edition of the California Building Code (CBC-Title 24), the American Disabilities Act, governing local and regional building, fire, life safety and planning requirements of the City of San Bernardino and the guiding principles necessary to achieve LEED "Gold" Certification from the United States Green Building Conference (USGBC).

Architectural CDs will be designed to achieve LEED "Gold" Certification. Once approved alternative is accepted by SANBAG and the Stakeholders, the 90% documents will include a final list of LEED points and needed exhibits for the Certification process. The needed exhibits will be provided to initiate and complete the design Certification submittal to the USGBC. This process will be facilitated through design in the form of exhibits and coordination with other disciplines and the Stakeholders.

The preliminary designs for the onsite improvements and offsite roadway improvements as developed in Task 5 will be modified to address Stakeholders comments received as part of the 50% submittal review which will be further developed and detailed to approximately a 90% level of design. This entails essentially completing design of all major project components with only minor details deferred until the 100% phase. Draft detailed technical specifications will be prepared based upon the outline developed as part of Task 5. The preliminary construction cost estimate will be updated to reflect the 90% plans.

Deliverables

- Complete 90% detail plans and specifications for each building, bus platform, shelter and site feature. Full-size wet-signed copies prepared for submittal to the governing agencies. Number of copies as required by the agencies and stamped "Not For Construction."
- Coordinate approved concept with 50% comments with the design team including SANBAG, architecture, civil, landscape, structural, & MEP disciplines to develop the design and layouts for the buildings, bus platforms with amenities, shelters and site features.
- Final code analysis and meet with governing Building Life Safety and Fire Officials (with SANBAG) and incorporate their code interpretations into the plans and specifications (P&S).
- Provide updated Sketch 3-D vignettes of each building, shelter, and critical site feature for public outreach (2 photorealistic renderings of the exterior and 1 of the interior submitted in electronic format).
- Attend SANBAG public outreach and Stakeholder meetings.

- Prepare LEED architectural and site (A&S) Exhibits ready for posting to USGBC Project website.
- Attend design team meetings and coordinate 90% P&S with all disciplines to complete the design for building and shelter plans.
- Review preliminary P&S with governing Building Life Safety and Fire Officials for building permit and incorporate their comments into the 90% A&S.
- Prepare a quantity and material estimate for cost estimator and review estimate.
- Execute HDR Standard Quality Control Plan.
- Platform shading analysis, detailed photovoltaic system design and preparation of complete set of electrical and solar power design documentation.
- Prepare a job-specific solar power co-generation system design specification.
- Provide periodic project integration coordination.

TASK 6.2 100% DOCUMENTS

Revise the plans and specifications to address comments received as part of the 90% submittal and to resolve any outstanding design issues in preparation for final review and approvals by the Stakeholders. The cost estimate will be revised to address any final design revisions. The final plans will be circulated to the Stakeholders for the necessary approvals. Technical specifications will be forwarded to SANBAG to be included in the bid specifications. Assist SANBAG in preparing the resident engineer's file and forward all final CAD files to SANBAG.

Expand on the approved PWQMP from the prior phase to prepare the WQMP for the Construction Document phase. Conceptual BMPs and LID techniques will be detailed and be coordinated with the design improvement plans that focus on storm drainage, site landscaping, and grading. Structural and non-structural BMPs will be considered to mitigate required water quality flows and/or water quality volumes. It is our understanding that an approved WQMP is required prior to issuance of a City grading permit. A draft and final WQMP will be prepared and submitted for review in accordance with the project schedule. The report will include related figures and tables and be included in the WQMP. The identified detailed post-development BMPs addressing storm water quality in the WQMP will be incorporated into the site improvement plans and will be maintained in accordance with the approved WQMP.

Deliverables

- Incorporate 90% comments and governmental plan check comments complete 100% "Camera Ready" P&S including detail plans and specifications for each building, bus platform including amenities, shelter, and site feature. Two (2) full-size sets submitted for bidding and stamped "Not for Construction."
- Attend SANBAG public outreach and stakeholder meetings.
- Attend design team meetings and coordinate final 100% P&S with all disciplines.
- Prepare and submit P&S to governing Building Life Safety and Fire Officials for building permit and incorporate their comments into the camera ready A&S.
- Update quantity and material estimate for cost estimator and review updated cost estimate.
- Execute HDR Standard Quality Control Plan Final 3-D Project sketches and provide high quality rendering and detail character vignettes depicting the integrated transit center site layout, architecture, landscape architectural character for public outreach. (2 exterior and 1

interior images delivered in electronic format.)
- Attend SANBAG public groundbreaking.
- Finalize LEED A&S exhibits to USGBC project website.
- Update final quantity and material estimate for cost estimator and review draft of final cost estimate (5%+/-).

ISSUE FOR CONSTRUCTION (IFC) DOCUMENTS including:

- Incorporate Bid Comments (RFI and Architecture Bulletins). Two (2) full-size sets submitted for construction
- Provide periodic project integration coordination.

TASK 6.3 ROW APPROVALS & ACQUISITION SUPPORT SERVICES

This task includes assisting SANBAG in acquiring the right-of-way and temporary and permanent takes, to accommodate the improvements for the Project. This task includes the Phase I and II environmental coordination for site access, appraisals, acquisitions/negotiations, relocation assistance, condemnation, right-of-way and utility certification, and right-of-way management system. The HDR team will act as an agent in representing SANBAG. All activities will be approved by SANBAG prior to execution.

Activities

- Obtain from private landowners Rights-of-Entry (ROE) Permits for the purpose of performing environmental or other surveys to be conducted on those parcels identified as necessary to achieve the goals of this project. Send notification letters to property owners to obtain written permission for entry onto a property, which will be required for environmental or other surveys to be conducted. This informational letter will inform the property owner of the purpose and impact for such entry along with the approximate time range of the entry, and advise them to contact an identified person if they have questions or objections regarding the project.

The following steps will be taken to perform cost estimates.

- Gather general data on cities, zoning, demographics, utilities, economy and business.
- Review project maps and project report.
- Field review of each parcel while keeping information confidential so as not to unduly alarm property owners or tenants.
- Determine any take areas, easements and remainders.
- Determine if the parcel is a full or part take and "larger parcels" (some may be consequential full take due to the nature of the impact).
- Collect sales comparable data for all property types (these include MLS, public records, newspapers, journals, appraisers, brokers and a variety of other resources).
- Compile a spreadsheet showing all of the impact costs.
- Determine the type and complexity of the appraisal.
- Determine the ownerships and tenant vs. owner occupancies.
- Determine public agency, private and nonprofit ownerships.
- Determine if any are subject to functional replacement rules.
- Notify engineering of any unusual, high profile, expensive or potential hazardous properties within the project that may warrant alignment review or further investigations.

- Monitor ownership and market changes.
- Monitor any new construction or proposed development.
- Identify any properties that may require additional acquisition or relocation lead times to meet project deadlines.

HDR will perform the following tasks for the Right-of-Way Data Sheets:

- Perform a field inspection of each alternative. Ascertain number of parcels, types of improvements, and possible problem areas.
- Compile right-of-way cost estimate for each alternative.
- Prepare a conceptual relocation study, if necessary.
- Identify potential problem areas and make recommendations for possible solutions.
- Prepare a property ownership spreadsheet based on right of way maps and tax records that identify ownership for each alternative.
- Prepare a land use spreadsheet that identifies land usage along each alternative. The parcel use categories shall utilize appropriate categories, including:
    - Land in public ownership; specific use and responsible agency/jurisdiction
    - Commercial: retail, wholesale, industrial, other commercial
    - Residential: single-family or multi-family
    - Vacant
    - Mixed uses
    - Other (specific)
- Assign real property appraisers and coordinate obtaining appraisals.
- A "Notice of Intent to Appraise" will be sent to all property owners expected to have their properties partially or entirely acquired.
- Appraisers will send introductory letters indicating when they expect to contact the owner for an appointment to perform the appraisal.
- If the landowner is agreeable, the appraiser and landowner will meet at the property at which time the landowner will be given an opportunity to provide the appraiser their opinions about the property and its value.
- When appraisals are completed, and before they are accepted, they are reviewed for accuracy and regulatory compliance by a review appraiser. The review appraiser will make the final recommendation of just compensation for SANBAG approval.
- Upon approval by SANBAG, a purchase offer package will be prepared for each landowner containing an offer letter and the accompanying regulatory statements and documents.
- Ideally, the acquisition agent will meet in person with the landowner and present the offer package and explain the acquisition process. The property owner will be given a detailed explanation of the interest being acquired and the proposed construction detail as it affects the property. The agent will answer any questions or concerns that the owner may have. Typically, 30 to 45 days are allowed for negotiations.
- Good faith negotiations will be documented (including the date, place, and names) and maintained in the parcel file throughout the acquisition process.
- Successful negotiations will result in the execution of a purchase agreement.
- Purchase agreements will be delivered to title and escrow subconsultants who will perform all title clearance and other required follow-up.
- Coordinate the Resolution of Necessity notice and hearing.
- A letter of impasse will be issued to the landowner.

- Assist with or instigate court filings, service, and motions.
- Provide good faith and valuation testimony as needed.
- The condemnation process for acquiring the property will run in parallel with the negotiation process.
- The team will conduct a quality control review of all files following the Caltrans review checklist.
- Coordination with FTA auditors to review acquisition files and the necessary backup documents, including deeds, resolutions of necessity, and final orders of condemnation; access agreements; cooperative agreements; utility relocation agreements; and permits, among other documents.
- Follow up will be conducted with FTA auditor.

Deliverables

- Right of Entry Grants
- ROW Cost Estimate and Data Sheet(s)
- NOI to appraise letters
- Written appraisals for all properties
- Appraisal review recommending just compensation
- Purchase Agreements
- Closed Escrow Documents
- Title Insurance
- Closed Acquisition Files, including recorded deeds, temporary and permanent easements
- Court Orders of Possession
- Title Insurance
- Right-of-way acquisition files and backup documents

Assumptions

- Contact and obtain ROE grants from up to 9 property owners as required for environmental and related surveys.
- Research sales comps for 4 parcels and prepare ROW data sheets for each project alternative. ROW take of various widths with TCEs (temporary construction easements), where required (significant improvements within TCEs to be protected in place).
- 4 appraisals and 4 appraisal reviews
- 7 owners with 8 parcels
- 40%, or 2 acquisitions, will require condemnation action

TASK 6.4 DRY UTILITIES COORDINATION

If and when any potential utility conflicts are identified and confirmed by potholing, each respective utility company will be contacted and a face-to-face meeting will be held. This will ensure that the utility company is "put on notice" that potential relocation is on the critical path. A solution to relocate or protect in place will be reached with the utility company at the meeting. Decisions reached will be documented in writing and sent to the utility company for concurrence. Necessary utility company relocations will be identified in the technical specifications and work windows for these relocations will be defined.

During the design phase, we will coordinate with other design disciplines and dry utility owners to resolve design issues and make sure construction plans are correct. We will act as

the central point of coordination to make sure all updated plans are delivered to both dry utility owners and our design team members.

Deliverables

- Notice to Relocate letters
- Coordination meeting agendas/summaries

TASK 6.5 PERMITTING

Activities

- Support SANBAG in obtaining permits related to the Project. Permits are anticipated to include a grading, roadway encroachment, and building permit. Typical services may include preparation of applications and submittal packages and meeting with City staff to facilitate obtaining permits.
- Conduct a preliminary "over the counter" code review with the appropriate agency with jurisdiction.
- Submit final permit drawings at 90% completion.

Deliverables

- Permit applications as needed

TASK 7 - BID AND CONSTRUCTION PHASE SUPPORT

This task involves the provision of technical support services by the HDR team to SANBAG during the bidding and construction phases of the project.

TASK 7.1 BID PHASE SUPPORT

Activities

- Assist SANBAG during the bidding phase on an as-needed basis. Typical support services during the bidding phase include attendance at the pre-bid meeting; field walks; preparation of addenda to bid documents, as necessary; responding to bidder inquiries regarding contract documents; analyzing bid results, and furnishing a recommendation on the award of the construction contract.

Deliverables

- Bid addenda
- Responses to bidder inquiries
- Assist with construction management, inspection, commissioning, startup test review and coordination for solar panels as needed

Exhibit – A. Omnitrans Transit Facility Conceptual Plan (Market Square Transit Village)

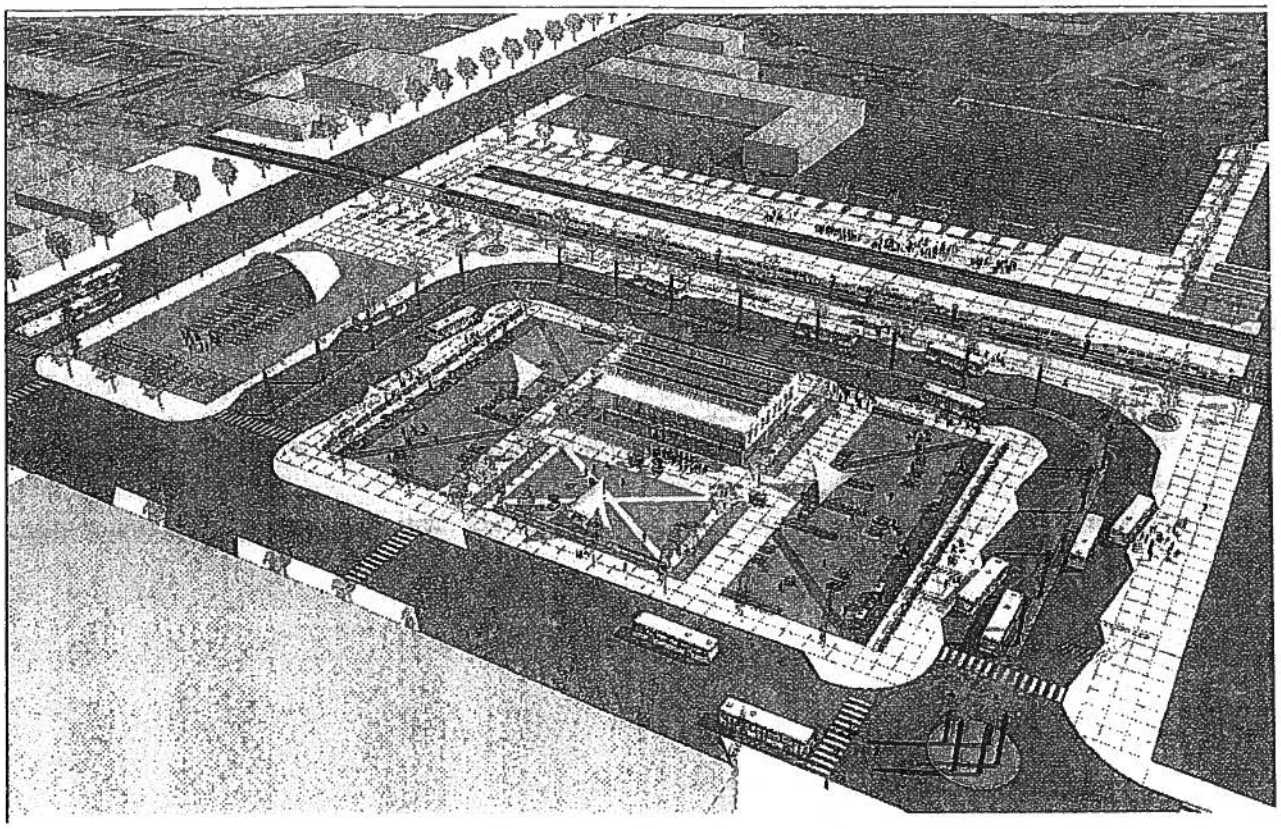

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Exhibit – B. Omnitrans Transit Facility Preliminary Program

The following program was supplied to SANBAG by Omnitrans. The program may vary depending on need, funding, and Stakeholders input. Bicycle Facility		1,700		Gross SF - TOTAL
Bike Lockers #1	30 lockers. Users sign up for a key prior to use w/ monthly to annual rental charge and rental agreement. Includes a changing room area.			
Bike Lockers #2	30 lockers. Users sign up for a key prior to use w/ monthly to annual rental charge and rental agreement. Includes a changing room area.			
Bike Rental	daily rentals			
Bike Shop	Small retail shops for selling bike accessories, bike repair			
Bike Storage	Secure indoor bicycle storage with 50 bike racks. Check in and out bikes with an attendant, similar to valet parking for cars			
Shower Rooms	Employee Shower Room for EA sex			Complies with LEED Prerequisite
Coach Operator Break Room	Rest area for coach drivers; includes kitchenette	500		
Coach Operator/ Security Staff Restrooms	Includes locker room with adjoining shower facility	400		
Emergency Command Center	Includes emergency communications storage and equipment and Dispatch Center	800		
IT Room	Equipment storage, conduit, Wi-Fi access point	160		
Maintenance Facility	Light maintenance shop with tools and work bench	200		
Public Meeting Room	For 100 people - dividable into 3 rooms, with 2 kitchenettes; presentation and equipment storage	1,200		
Public Restrooms (Men)	5 Stalls 5 urinals	435		
Public Restrooms	10 Stalls	450		

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(Women)				
Sales & Information Booth (Customer Service Center)	Information Center, Pass Sales, customer assistance (Continued)	250		
Security Office	Omnitrans security space (separated), includes screen surveillance center, Lost & Found, office space, bike & segway storage, lockers, and security supervisor office	800		
Interview Room	Area used to interview victims of incidents, suspects, witnesses, etc.	200		
Storage Room 1	For maintenance and equipment (ex. on-site mobile pressure wash equipment accessible through an exterior roll up door), fare boxes, etc.	400		
Storage Room 2	Janitorial equipment storage, power and water supplies	150		
Supervisor Office	2 small 8' x 8' office areas with workstations	500		
Through-Lobby	Entry and exit point in building	1,200		
Transit Store	Merchandise, beverages, coffee, and light food	250		
Waiting Area	Conditioned space for passenger waiting with TV, music, etc; ticket vending machines, pay phones	1,300		
Training Center	Driver Simulation training for coach drivers, public safety training room	800		
SUBTOTAL		11,695		
Circulation / Auxiliary Space	Circulation, walls, etc.	1,754		15% Build.SF
Omnitrans Station TOTAL	**Single Station Building or Combined with Metrolink Crew Bldg.**	**13,449**		**Gross SF**

C12077

Governments SANBAG Working Together

HDR Team - Detailed Labor and Fee Breakdown
San Bernardino Associated Governments (SANBAG)
Architecture, Engineering , Environmental, ROW, TOD Services
Omnitrans Bus Facility (Project) at the San Bernardino Transit Center

HDR | ONE COMPANY *Many Solutions*℠

EXHIBIT "B" - FEE ESTIMATE

HDR TEAM - PROJECT FEE BY TASK BY PERSONNEL

Task Description	TOTAL FEE HDR	TOTAL FEE Birge	TOTAL FEE ROC Solid Engineering	TOTAL FEE ICF Jones and Stokes (ICF)	TOTAL FEE Iteris	TOTAL FEE PAC Engineering	TOTAL FEE Project Design Consultants (PDC)	TOTAL FEE Group Delta	TOTAL PROJECT FEE
TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION	$218,156		$9,100				$1,384		$228,640
PHASE 1									
TASK 2: RESEARCH AND DATA COLLECTION	$58,748	$21,520	$4,200				$33,099	$1,380	$118,947
TASK 3: EXHIBIT PREPARATION	$210,072		$2,625		$48,356				$261,053
TASK 4: ENVIRONMENTAL DOCUMENTATION	$62,622		$875	$76,523	$35,022				$175,042
PHASE 2									
TASK 5: DESIGN DEVELOPMENT - 50% DOCUMENTS	$684,908	$46,040	$2,800		$17,537	$16,235			$767,520
TASK 6: CONSTRUCTION DOCUMENTS	$860,894	$34,090	$700		$26,474	$24,735			$946,893
TASK 7: BID SUPPORT	$35,076					$2,040			$37,116
CONTINGENCIES AND ODC'S									
TRANSIT CENTER PROJECT CONTINGENCIES	$253,521								$253,521
TRANSIT CENTER PROJECT BUDGET FOR ODC'S	$71,500		$3,500	$4,000	$1,500		$600	$3,869	$84,969
SUB-TOTAL ESTIMATED FEE FOR TRANSIT CENTER PROJECT PHASE 1	$549,598	$21,520	$16,800	$76,523	$83,378		$34,483	$1,380	$783,682
SUB-TOTAL ESTIMATED FEE FOR TRANSIT CENTER PROJECT PHASE 2	$1,580,878	$80,130	$3,500		$44,011	$43,010			$1,751,529
TOTAL ESTIMATED FEE FOR TRANSIT CENTER PROJECT WITH PROJECT MANAGEMENT, CONTINGENCY AND ODC'S	$2,455,497	$101,650	$23,800	$80,523	$128,889	$43,010	$35,083	$5,249	$2,873,701

C12077

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: March 7, 2012

Subject: Amendment No. 1 to Contract No. 10209 with AMMA Transit Planning

Recommendation:* Approve Amendment No. 1 to Contract No 10209 with AMMA Transit Planning, in the amount of $30,000 increasing the not-to-exceed amount to $330,000.

Background: AMMA Transit Planning is now half-way through the second year of a three-year contract. Since award of the contract, the scope of work performed by AMMA Transit Planning has not broadened, however the time needed to complete undertaken a heavier the assigned workload than initially anticipated. The increased added workload is a result of the SANBAG Board making changes to the Public and Specialized Transportation Advisory Coordination Council (PASTACC) from a quarterly to a bi-monthly meeting schedule, assisting SANBAG and transit agencies with Federal grant applications and additional technical support as a result of SANBAG staff turnover. As a result of AMMA's efforts, two federal multi-year discretionary grants have been awarded to projects, including VVTA's Vanpool Project and Veterans' Transportation One Call/ One Click Initiative. The value of these federal awards is $1.8 million.

Staff anticipates that during the balance of the contract, SANBAG will need AMMA to continue providing increased levels of support in the following areas: 1) Transit technical support during the current period of staff transition and training; 2) Continued staffing for the implementation of the One Call/ One Click

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply..
BRD1203a-rpg
Attachment:
C10209-01

Veterans FTA Grant; 3) increased grant writing support to aide San Bernardino County transit providers and agencies responding to Caltrans January 2012 Call for Projects for Rural and Small Urban Job Access Reverse Commute (JARC) and New Freedom (NF); and 4) the administration of the PASTACC on an every-other-month schedule rather than the quarterly meetings of 2010/11 and that were assumed in AMMA C10208 Scope of Services.

Attachment A represents how these services are cost out over the eighteen month balance of the existing contract.

Financial Impact: This is consistent with the current adopted FY11/12 Budget. The additional resources required to fund the added scope under this contract will be budgeted in FY12/13.

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed and approved by SANBAG General Counsel and SANBAG Contracts Manager.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1203a-rpg
Attachments:
C10209-01

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10209 Amendment No. 1

By and Between

San Bernardino Associated Governments and AMMA Transit Planning

Contract Description Transit and Specialized Transportation Planning Services

Board of Director's Meeting Date: March 7, 2012

Overview of BOD Action: Approve Amendment No. 1 to Contract No 10209 with AMMA Transit Planning, increasing the not-to-exceed amount from $300,000 to $330,000.

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

CONTRACT OVERVIEW

Original Contract Amount	$	300,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	30,000	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	330,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	330,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/1/10	6/30/13	6/30/13

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 31912000.

☒ A Budget Amendment is required.

How are we funding current FY? A budget amendment for amendment no. 1 will be included in the FY12/13 Budget

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

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

Project is funded with LTF Planning

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

mm 2/12/12

M. A. Alderman 2/16/12
Task Manager Signature Date

M. A. Alderman 2/16/12
Project Manager Signature Date

2/21/12
Chief Financial Officer Signature Date

Contracts Manager Signature Date 2/9/12

C010209-01
TN 31912000

AMENDMENT NO. 1 TO

CONTRACT NO: C10209

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

AMMA Transit Planning

This AMENDMENT No. 1 to CONTRACT No. C10209 is effective as defined herein by and between San Bernardino Associated Governments/San Bernardino County Transportation Authority ("AUTHORITY") and AMMA Transit Planning. ("CONSULTANT").

RECITALS:

WHEREAS, AUTHORITY and CONSULTANT entered into Contract No. C10209 ("Contract"), dated July 1, 2010, whereby AUTHORITY has engaged the services of CONSULTANT to provide Transit and Specialized Transportation Planning Services ("Project"); and

WHEREAS, since the award of the Contract, AUTHORITY and CONSULTANT have determined that additional time is necessary to complete the original scope of work; and

WHEREAS, the parties desire to amend the aforesaid Contract to amend the budget to provide for additional levels of service included in the original scope of services, and;

WHEREAS, the parties agree that the additional work will increase the Not-To-Exceed amount by $30,000 Dollars.

NOW THEREFORE, the parties do mutually agree to amend Contract No. C10209 in the following particulars only:

1. Amend **Article 3, "COMPENSATION",** to revise the total Not-To-Exceed to be $330,000.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year below written.

C010209-01
TN 31912000

AMMA Transit Planning

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon
President

Date: _____

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
SANBAG Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

C010209-01
TN 31912000

Attachment A
Budget Amendment By Task No.

AMMA Transit Planning - Increased SANBAG Work Load Effort	H. Menninger *Project Manager*	D. Brooks *Financial Analyst/ Program Admministrator*	V. Sedig *Analyst/ Community Outreach Specialist*	
1 PASTACC - Increase PASTACC meetings from 6 to 9 remaining meetings between Jan 2012 and June 2013	14	12	40	
2 Caltrans, Spring 2012 JARC and New Freedom Call for Projects -- Provide technical assistance to public transit and specialized transportation operators.	14	40		
3 SANBAG -- Provide limited staff assistance during the transition period around filling the Transit Analyst position	40			
4 Veteams One Call/ One Click Transportation Initiative -- Provide administrative support1o overall project, in response to SANBAG's staffing function of this coordinated effort.	80	8	40	
Hours Billed this Period	148	60	80	
Fully Burdened Hourly Rate	$133.77	$84.97	$45.38	
Billed this Period	$19,797.96	$5,098.49	$3,630.31	
Direct Expense Increased local mileage, printing, mailing and communications expense. 1475		Total Direct Labor		$28,525
		Total Direct Expense		$1,475
Total Direct Expenses $1,475.00				$30,000

C010209-01
TN 31912000

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: 23

Date: March 7, 2012

Subject: Amendment No. 1 to Contract No. C11044 with AECOM USA, Inc.

Recommendation:* Approve Amendment No. 1 to Contract No 11044 with AECOM USA, Inc. extending the contract end date to June 30, 2013 for Comprehensive Operational Analysis of Omnitrans at no additional cost to SANBAG.

Background: On February 2, 2011, the Board awarded Contract No. C11044 with AECOM to perform a Comprehensive Operational Analysis (COA) of Omnitrans. The purpose of the Omnitrans COA is to examine the agency for efficiencies with respect to the administration, operation and maintenance of its services so that SANBAG can better manage the transit resources of the Valley.

The effort will result in the development of system goals, service standards; a review of the existing services, existing fare policy and structure, consideration of outsourcing and transfer of Access services as well the development of service improvements, a short range transit plan covering fiscal years 2013-2017 and a strategic direction for Omnitrans through 2030.

This project has taken longer to complete than originally anticipated. Much of this delay is attributable to the extended review periods that have been provided for the project deliverables. Additionally, the sheer complexity of analyzing an

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203g-mmm
Attachment: C11044-01
TN: 03 15

agency like Omnitrans has also increased the time necessary to complete the COA. Consequently, staff recommends that the Board extend the period of performance provision within Contract No. 11044 with AECOM USA, Inc.

Financial Impact: This item has no direct financial impact on the current FY11/12 Budget. Approval of this item will result in an extension of the period of performance only. All staff time associated this is associated with Task No. 0315 Omnitrans

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed by SANBAG General Counsel and SANBAG Contracts Manager.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1203g-mmm
Attachment: C11044-01
TN: 0315

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 11044 Amendment No. 1

By and Between

San Bernardino Associated Governments and AECOM USA INC

Contract Description Comprehensive Operational Analysis of Omnitrans

Board of Director's Meeting Date: March 7, 2012
Overview of BOD Action: Approve Amendment No. 1 to Contract No 11044 with AECOM USA INC, extending the period of performance to June 30, 2013.

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

CONTRACT OVERVIEW

Original Contract Amount	$	998,313	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	998,313	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	998,313

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
2/2/11	3/1/12	6/30/13

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 31512000.
☒ A Budget Amendment is required.
No Budget Amendment is required

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
Project is funded with LTF Art 4 Planning
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

mm 2/21/12

M. A. Alderman 2/16/12
Task Manager Signature Date

M. A. Alderman 2/16/12
Project Manager Signature Date

2/21/12
Chief Financial Officer Signature Date

Kathleen Murphy-Perry 2/9/12
Contracts Manager Signature Date

C11044-01
TN 31512000

AMENDMENT NO. 1 TO

CONTRACT NO: C11044

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

AECOM USA INC

This AMENDMENT No. 1 to CONTRACT No. C11044 is effective as defined herein by and between San Bernardino Associated Governments/San Bernardino County Transportation Authority ("AUTHORITY") and AECOM USA INC. ("CONSULTANT").

RECITALS:

WHEREAS, AUTHORITY and CONSULTANT entered into Contract No. C11044 ("Contract"), dated February 2, 2011, whereby AUTHORITY has engaged the services of CONSULTANT to provide for Comprehensive Operational Analysis of Omnitrans ("Project"); and

WHEREAS, the parties acknowledge that the amount of time necessary to complete the approved scope of work is insufficient and additional time is required; and

WHEREAS, the parties agree to extend the period of performance of the contract from March 1, 2012 to June 30, 2013, at no additional cost to AUTHORITY.

NOW THEREFORE, the parties do mutually agree to amend Contract No. C11044 in the following particulars only:

1. Amend Article 2, "Performance Schedule", to revise the period of performance from March 1, 2012 to June 30, 2013.

2. The Effective Date of this Amendment No. 1 shall be the date the Amendment is executed by AUTHORITY.

3. All other rights and obligations of AUTHORITY and CONSULTANT in the Contract that are not expressly amended by this AMENDMENT shall remain unchanged by this AMENDMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day and year below written.

AECOM USA INC

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon
President

Date: _____

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
SANBAG Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

C11044-01
TN 31512000

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: 24

Date: March 7, 2012

Subject: Transportation Development Act Triennial Performance Audits

Recommendation:* Award Contract No. C12100 to PMC for Transportation Development Act Triennial Performance Audits in an amount not-to-exceed $123,976

Background: On November 2, 2011, the SANBAG Board approved the release of Request for Proposals (RFP) No. 12100 which solicited proposals from qualified firms for the Transportation Development Act (TDA) Triennial Performance audits of the San Bernardino County Transportation Commission and the six transit operators within the County. The proposal due date was December 7, 2011. In total, SANBAG received four proposals from the following four firms: PMC, Nelson\Nygaard, Moore and Associates and Majic Consulting Group.

On January 23, 2012, an Evaluation Committee, consisting of individuals from SANBAG, Morongo Basin Transit Authority (MBTA), and Valley Transportation Services, Inc. (VTrans) reviewed the proposals. The Evaluation Committee shortlisted PMC and Nelson\Nygaard. These two firms were shortlisted due to their superior knowledge of TDA statue and auditing requirements, comprehensive understanding of SANBAG's TDA auditing needs, and the significant use of senior level auditors experienced in TDA audits.

On February 2, 2012, the Evaluation Committee conducted interviews of the two shortlisted firms. The consultants were evaluated based on qualifications,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1203f-mmm
Attachments: C12100

structure of the auditing team, their overall work plan, and their responsiveness to the questions asked during the interview.

Both firms interviewed could have performed the work outlined in the scope of services included in the Request for Proposals. However, PMC provided more direct and well-informed responses to the questions, came into the interview more prepared to discuss the specifics of the TDA auditing requirements, SANBAG's past audit findings and presented a team with more depth and past experience. Based on a combination of these factors, the selection panel unanimously recommended that SANBAG select PMC to provide SANBAG with its required auditing services. Additionally, when considering the price component, PMC represents the overall best value to SANBAG. The key staff members included on the project are all senior level staff and are to be billed at a lower hourly rate than Nelson\Nygaard.

As a result of PMC's overall experience and qualified proposed personnel, staff is recommending the award of Contract C12100 to PMC. The recommended contract value is based on approximately 800 hours of professional services for a total not-to-exceed amount of $123,976, including direct expenses. This contract was anticipated as part the FY11/12 Budget and will be funded by Task No. 50212000 TDA Administration, using Local Transportation Funds (LTF) - Admin.

Financial Impact: This item is consistent with the current adopted FY2011/12 budget, Task No. 0502 TDA Administration General Fund – LTF Admin.

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. This item has been reviewed by SANBAG Contracts Manager and SANBAG Counsel.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1203f-mmm
Attachments: C12100

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12100 Amendment No. _____

By and Between

San Bernardino Associated Governments and PMC

Contract Description TDA Triennial Commission and Transit Operators Performance Audits

Board of Director's Meeting Date: March 7, 2012

Overview of BOD Action: Award Contract No. C12100 to PMC an amount not-to-exceed $123,976 for Transportation Development Act Triennial Performance Audits

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

CONTRACT OVERVIEW

Original Contract Amount	$	123,976	**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	$	193,976	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	123,976

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
3/7/12	6/30/13	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 50212000.

☒ A Budget Amendment is required.

How are we funding current FY? Budget Currently exists in Task No. 5021200 under fund type 1030 LTF Admin and cost code 52100 Auditing/Accounting

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

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

Project is funded with LTF Planning

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

MM 2/28/12

M.A. Adams 2/16/12
Task Manager Signature Date

M.A. Adams 2/16/12
Project Manager Signature Date

2/28/12
Chief Financial Officer Signature Date

Contracts Manager Signature 2/28/12
Date

ATTACHMENT A:
SCOPE OF SERVICES

TASK 1: KICK OFF MEETING AND DATA COLLECTION

We will work with the SANBAG project manager to coordinate the kick off meeting for the performance audits at SANBAG's offices. Participants would include at a minimum SANBAG transit staff and the consultant team, with other SANBAG staff and transit operators invited. During the kick off meeting, we will discuss the audit steps and schedule, and understand some of the issues through discussion with agency representatives. We will also identify other data materials to collect, if necessary. Essentially, the kick off meeting will clarify expectations and prepare affected parties for the auditing process.

We will coordinate with SANBAG on the request for specific information and documents necessary to complete the audit requirements. We will follow up with telephone calls to answer questions and clarify data needs.

TASK 2: SITE VISITS AND INTERVIEWS

PMC will work with the SANBAG project manager and the transit operators to schedule the interviews and site visits. From our team composition, the site visits will be provided by senior level consultants.

We will develop an interview guide prior to each site visit that touches upon the many facets of the commission and transit operator functional reviews. The interview guide will serve as a discussion piece to identify issues and performance areas and help to promote an efficient site visit. The data and observations gathered during the site visits and interviews will be used along with the collected documentation to help determine causal factors and effects on agency performance.

Follow up communication will be provided via email, postal mail, fax and phone. Interviews with other potential stakeholders such as board members and committee members will be provided through phone conversations in efforts to reach out to a larger audience. We will work with SANBAG and the transit operators to identify such stakeholders and to understand their perspectives.

TASK 3: DETERMINE COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS

- **Discuss Compliance Requirements.** This first step involves meeting with staff from each agency and discussing the compliance requirements. Eleven compliance requirements are listed in the TDA Audits guidebook for transit operators while there are fourteen compliance requirements for regional transportation planning agencies.

- **Investigate Evidence of Compliance.** Based upon the interviews and discussions, we will investigate evidence of compliance by collecting pertinent documents and records

that show sufficient objective evidence to meet each of the compliance requirements. Some of the documents will be from the initial data list provided during the kick off. Staff assistance from the agencies will be utilized to obtain the most relevant data. Evidence of compliance may also be produced from our direct observation of the compliance requirement.

- **Disclose Results of the Compliance Review.** We will document the methodology and results of the compliance review through a user-friendly table highlighting the TDA statute and the agency's actions to meeting the provision. The review will ensure that the evidence collected is objective and representative of the activities for the past three years. If we find an indication of non-compliance with any of the requirements, we will make a finding in the audit report, draw conclusions, and make appropriate recommendations.

TASK 4: STATUS OF PRIOR PERFORMANCE RECOMMENDATIONS

- **Review Prior Recommendations and Evidence of Compliance.** We will review the prior audit recommendations with respective agency staff and review the status of implementation. We will work with staff to determine the validity of each recommendation in light of the evolving nature of transportation operations. Evidence may be contained in operator reports, memorandums and documents, and performance evaluation documents, or obtained through direct observation.

- **Document Implementation of Recommendation.** We will follow up on the course of action taken by the agency to implement the recommendations.

  If the operator has implemented a recommendation, we will seek data to confirm implementation, discuss the effectiveness and benefits from the recommendation, and discuss difficulties and costs associated with the recommendation. If the operator is currently implementing a recommendation, we will address the current status of implementation, as well as any difficulties and costs of implementation.

  If a recommendation has not been implemented, we will make a determination as to whether the recommendation is (a) no longer applicable due to changes in circumstances, (b) infeasible, or (c) still valid and should still be implemented. For each determination, we will draw conclusions on the implementation status of these recommendations. If the prior recommendation still deserves merit, we will include the recommendation in the current audit report, either as stated or modified to account for any changes in conditions.

- **Disclose Results of Follow-up Review.** We will document the results of the review and report the status of prior recommendations. For those recommendations that have been implemented, significant accomplishments from these prior recommendations will be recognized as well as difficulties and costs of implementation.

TASK 5: VERIFY PERFORMANCE INDICATORS

We will first review and validate each operator's collection methods of basic data needed to

calculate these indicators. The basic data include: operating cost; passenger counts; vehicle service hours; vehicle service miles; employee hours; and fare revenue.

Additional operations data such as on-time arrival, missed trips, and number of road calls and preventable accidents will be included in the review of operational performance, contingent on the type of data currently collected. We will discuss this process with SANBAG and the operator and identify any issues discovered from our review of the data.

We will review trends from the five performance indicators in PUC Section 99246(d) plus the annual farebox recovery ratio and address compliance with the TDA required minimum. We will include additional performance indicators beyond the TDA required measures to assess trends that highlight both accomplishments and challenges. The analysis will include quantitative trends with detailed tables along with a summary interpretation of the trends.

Any gaps in such data will be documented and recommendations as to future data collection and monitoring efforts will be included in the final report. We will also review the policy chapters in the operator's Short Range Transit Plan and evaluate the service and performance goals established for the operator against actual data and make findings regarding trends in meeting the goals.

TASK 6: FUNCTIONAL REVIEWS

We will work with the SANBAG project manager to identify the appropriate staff and management personnel to interview from each agency. An interview guide with pre-scripted questions will be used for the interviews to focus on the functions relevant to the interviewee and provide topics for discussion. As described in the RFP, aspects of each agency performance will be examined. We will focus on SANBAG Administration and Management, Planning and Regional Coordination, Relationship with Related Agencies, TDA Claims Processing and Transit Oversight, Marketing and Transportation Alternatives, and Grant Management.

The initial review of operator functions will provide an understanding of the operator's characteristics and the functions performed. The detailed review of operator functions include: management and organization, operations, service planning, maintenance, personnel management, administration and financial controls, and marketing and public information.

We will utilize various data means to perform the assessment, including interviews and annual productivity reports, surveys and public input, transit plans, and other materials presented to the governing boards of the operator and/or to the SANBAG Board, Commuter Rail and Transit Committee, and PASTACC advisory body.

We will also describe the improvements and changes made over the audit period in each of the functions. We will identify any functional concerns and evaluate them using such methods as calculating additional performance indicators that would be applicable to the functional concern. Our site visits and interviews, as well as documents such as board and advisory committee reports and agendas, and internal documentation, will help with describing the service changes or performance concerns. Based on our findings, we will provide a set of clear and concise recommendations with a clear timeline for implementation.

TASK 7: PREPARE DRAFT AND FINAL MANAGEMENT REPORTS

For each audited agency, the PMC team will prepare separate draft management letters encompassing all aspects of work conducted and meeting state TDA requirements. The reports will also serve as detailed actions plans for recommended improvements, thereby providing useful management tools for SANBAG and the audited agencies.

We will provide the SANBAG project manager the draft management audit reports. The transit operator audits will be circulated to the operators for review and comment. After we have received comments, we will prepare the final management reports. Each report will be developed in a positive and easy-to-read manner to help management, the administrators, and the operators to improve operations, increase efficiency and cost-effectiveness.

TASK 8: PRESENTATIONS

We will make presentations to the governing boards of each operator, the SANBAG Commuter Rail & Transit Committee, and the SANBAG Board of Directors. The purpose of each presentation will be to discuss the audit methodology, the primary findings from the audits, and proposed recommendations with justification. We will have flexibility to change the meeting dates of these presentations if requested by SANBAG.

Following the presentation of the final draft audit reports, we will provide SANBAG six bound copies and one electronic PDF copy of each report.

ATTACHMENT B:
BILLING RATE SCHEDULE

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
PMC			$	
Derek Wong, AICP	TDA Finance Mgr.	Project Manager	$	140
Rick Williams, AICP	Trans Assoc.	Analyst	$	95
Administrative	Internal Service Prov.	Administration	$	70
			$	
CH2M Hill			$	
Cyndy Pollan	Sr. Trans. Proj. Mgr.	Analyst	$	210
Mark Chang	Trans. Proj. Mgr.	Analyst	$	150
Alan Cheng	Sr. Trans. Planner	Analyst	$	115
Todd Link	Project Accounting	Administration	$	70
			$	
Patti Post & Assoc			$	
Patti Post	Principal	Analyst	$	162
			$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
Airline	$	450 per Round Trip	$	6,750
Auto	$	80 per Rental Day	$	2,000
Lodging	$	150 per Night	$	1,950
Per Diem	$	30 per Day	$	930
Fed Ex	$	50 per Delivery	$	150
Printing/Binding	$	15 per Document	$	630

All ODC's are proposed at cost and without mark-up.

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: 25

Date: March 7, 2011

Subject: Unmet Transit Needs Public Hearings and Findings

Recommendation:*

1. Adopt Resolution R12007 of the San Bernardino County Transportation Commission Unmet Transit Needs Findings

2. Review the testimony from the September and October 2011 Unmet Transit Needs Public Hearings.

Background:

During September 2010, SANBAG, acting as the County Transportation Commission, held two public hearings for the Mountain/Desert Region in the San Bernardino County in response to the Transportation Development Act (TDA) requirement to obtain testimony regarding unmet transit needs that can be reasonable met (PUC §99238.5 and 99401.5) by establishing or contracting for new public transportation or specialized transportation service or by expanding existing services. The first meeting was held on September 19, 2011 in Victorville, covering the upper desert and the second meeting was held on October 6, 2011 in Morongo Basin Subarea covering the lower desert region. The governing bodies of the Victor Valley Transit Authority and the Morongo Basin Transit Authority served as the hearing boards.

Attachment A is Resolution R12007 that contains the formal findings from the public hearing process. Attachment B provides the definitions of "unmet transit needs" and "reasonable to meet" adopted by the Commission on July 6, 2011. The definitions have been used to determine the recommended formal findings

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1203d-mmm
Attachments: Res12007-mmm, BRD1203d2-mmm, BRD1203d3-mmm, BRD1203d4-mmm

contained in Resolution R12007. Attachment C provides a summary of the testimony received and recommended staff response.

Upper Desert Region

Victor Valley Transit Authority Service Area:

- Service expansion requests, to increase service frequency and coverage and to add Sunday VVTA Services
- Additional bus stop requests at locations along existing routes and adding amenities and wheelchair pads at selected stops
- Additional transportation for persons with disabilities – expanded coverage and lower fares
- Instituting Down-the-Hill medical transportation

Lower Desert

Morongo Basin Transit Authority Service Are:

- Service Expansion requests to Banning/Beaumont, to Johnson Valley and Wonder Valley,
- Adding Sunday Service
- Bus Stop Improvements, including shelters, for stops on existing routes and operational issue related to route 31 bus stopping near a residence
- Expanding the TREP mileage reimbursement program
- Safety concern related to drug and alcohol procedures
- Rider compliments

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

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012

Responsible Staff: Mitchell A. Alderman, Director of Transit and Rail Programs

BRD1203d-mmm
Attachments: Res12007-mmm, BRD1203d2-mmm, BRD1203d3-mmm, BRD1203d4-mmm

Attachment A

RESOLUTION NO. R12007

*

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ADOPTION OF UNMET TRANSIT NEEDS FINDINGS FOR HEARINGS HELD IN SEPTEMBER 2011 & October 2011

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for San Bernardino County, and is therefore, responsible for the administration funds under the Transportation Development Act (TDA), as amended; and

WHEREAS, SANBAG had adopted definitions of "unmet transit needs" and "reasonable to meet" during its regular meeting of July 6, 2011; and

WHEREAS, SANBAG conducted two public hearing one in September, 2011 and the second on October 6, 2011 to obtain testimony regarding unmet transit needs in the Mountain/Desert area of San Bernardino County; and

WHEREAS, SANBAG has given consideration of the testimony received during the public hearing process pursuant to PUC Sections 99238 and 99401.5; input from the Public and Specialized Transportation Advisory and Coordinating Council (PASTACC), the advisory council established pursuant to PUC Section 99238; and adequacy of public and specialized transportation contained in the most recently adopted Regional Transportation Plan; and the analysis of potential alternative public and specialized transportation services that would meet all or part of the transit demand;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of San Bernardino County Transportation Commission hereby finds;

1. There are no unmet transit needs that can be reasonably met within the Victor Valley Region of San Bernardino County provided that Victor Valley Transit Authority:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

Refer to VVTA's *Comprehensive Operational Analysis* the needs' testimony received in this year's cycle for consideration in the context of analysis of the overall VVTA system.

2. There are no unmet transit needs that can be reasonably met within the Morongo Basin, Lower Desert Region of San Bernardino County provided that Morongo Basin Transit Authority:

   Refer to MBTA's *Comprehensive Operational Analysis* the needs' testimony received in this year's cycle for consideration in the context of analysis of the overall MBTA system.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this March 7, 2012

Attachment B

Definitions of "Unmet Transit Needs" and "Reasonable to Meet" adopted by the San Bernardino County Transportation Commission Board of Directors on June 19, 2009

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service or private for-profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

A. Community acceptance – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.

B. Timing

1. The proposed service shall be in response to an existing rather than future need

2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.

C. Equity – the proposed service shall:

1. Not unreasonably discriminate against or in favor of any particular segment of the community.

2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.

3. Require a subsidy per passenger generally equivalent to a 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

D. Cost effectiveness – the proposed service shall:

1. Not duplicate other existing transportation services or resources.

2. Consider opportunities for coordinating amount adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary

responsibilities of other entities such as social service agencies, religious organizations and schools.

3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operations.

4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

E. Operational feasibility – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.

Attachment C
San Bernardino Associated Governments
Transportation Development Act – Unmet Transit Needs Public Hearing
Victor Valley Subarea – September 19, 2011

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 19, 2011 and that otherwise provided in writing to SANBAG.	
SERVICE EXPANSION REQUESTS **Service Frequency and Coverage** • Need increased ½ hour frequency, especially on Route 41. *Julie Williams, Rolling Start* *Mary Martini, Adelanto* • Increased frequency between buses from every hour to ½ hour is desirable. *Diane Gustafson, Victorville* • Route 31 and Route 45 need ½ hour service, beginning at 5:30 a.m. *Mary Martini, Adelanto* • Route 23 needs one more bus. The trip takes 1 ½ hours because there are so many deviations. *Florence Macy, Apple Valley* • Route 45 needs another bus at it becomes very crowded and unsafe. *Marilyn Berchtold, Adelanto* • Need the Route 31 to run along on Christopher Street in Adelanto. *Marilyn Berchtold, Adelanto* **Sunday Service** • Riders need [restoration of] Sunday service in order do shopping, go to the mall, go to the pharmacy to get medicine, go to church and go to work and maintain independence. *Julie Williams, Rolling Start* *Diane Gustafson, Victorville* *Linda Churchill, Victorville* *Mary Martini, Adelanto* • Sunday service is needed for Route 23 to get to the Desert Zen Center in Lucerne Valley.	These recommendations for ***increased service frequency, greater coverage*** and ***more days of operation*** will be assessed and addressed through the Comprehensive Operational Analysis (COA), an in-depth analysis of most aspects of VVTA's services that VVTA will be conducting over the next twelve months. Its recommendations will provide for a long-term plan for VVTA, over the next seven years. The feasibility of ***Sunday service*** will be a part of this review. VVTA has not had service on Sundays since its inception in the early 1990's. But, assessment of expenses to revenues and the ability to generate sufficient ridership will be carefully reviewed. This 2011 study will update the findings and recommendations of a similar study, the 2007 VVTA Operations and Growth Analysis. That earlier effort established the funding and operating rationale for increasing service frequencies in various parts of the VVTA service area. Comparable near and long-term service planning recommendations are expected from this new COA.

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 19, 2011 and that otherwise provided in writing to SANBAG.	
Florence Macy, Apple Valley **NEW BUS STOPS** • A stop is needed for Route 53 at Bear Valley Business Park. The DAAS office is located there. *Mary Martini, Adelanto* • A stop is needed on Palmdale and Borego Ave. *Mary Martini, Adelanto*	The stops at DAAS and Palmdale and Borego have already been completed. Other stop requests, including those provided to VVTA through its TransTrak complaint/ customer comment process will be examined within the context of the new Comprehensive Operations Analysis and related recommendations developed.
APPLE VALLEY • Need transportation for people with disabilities. *Linda Churchill, Victorville*	VVTA does provide specialized transportation through its Direct Access service which provides transportation to persons with disabilities who are substantially disabled such that they cannot use fixed-route transportation for some or all of their trips. More information can be found at www.vvta.org/directaccess Additionally, VVTA has a Travel Buddy program in place but possibly this should be reviewed and enhanced, in relation to VVTA's developing mobility management activities that will provide further specialized or individualized services expected to be of value to prospective riders, including those about whom the commenter is concerned.
DOWN-THE-HILL MEDICAL SERVICE • The restoration of commuter service is always something that comes up. There is talk of something that may replace commuter service on a smaller scale, yet it is not finalized and there is no information available about the cost, capacity, and accessibility of this program. *Julie Williams, Rolling Start* • Need (commuter) service to get to Arrowhead or the emergency room. Also, there is no way back up the hill after a medical appointment. This service needs to have convenient hours. *Diane Gustafson, Victorville*	SANBAG has secured demonstration funding to support a three-year effort providing limited service between the Victor Valley and key medical destinations in the San Bernardino Valley. Like the B-V Link, between Barstow and Victorville, this will operate just several days a week with a limited number of runs. It should provide a lifeline level of service, however. SANBAG hopes assistance from human agencies and organizations will help to build ridership so that it can be continued beyond its three-year demonstration phase. The service will probably start early in 2012. Currently, Greyhound has a 3:25 trip back up the hill. ** Note: Although consumers often refer to this as commuter service, what they would like to see is a medical door-to-door Dial-a-Ride service from the high desert to medical destinations in the Western Valley, such as Arrowhead Regional Medical Center and Kaiser.*

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 19, 2011 and that otherwise provided in writing to SANBAG.	
DIRECT ACCESS **Fares** • Need less costly zone fares beyond ¾ mile. Some fares are $6.00 each way. *Linda Churchill, Victorville* *Julie Williams, Rolling Start* • Cannot afford Direct Access, so must use fixed-route services. *Diane Gustafson, Victorville* **Two day / Conditional Service** • Many consumers who call for conditional service are told nothing is available. *Linda Churchill, Victorville* *Julie Williams, Rolling Start*	Fares and VVTA's Direct Access service generally will be part of the planned Comprehensive Operational Analysis, including review of VVTA's existing zonal-based fare structure. While it is recognized that travel across multiple zones can add-up, it is still less than taxi fares that a commercial taxi company would have to charge for this longer-distance, curb-to-curb service. VVTA Administrators are directed to review operating procedures with their contractor to ensure that ADA certified riders are provided with the trips that they need. The COA will examine VVTA's compliance with the ADA provisions for complementary paratransit services, addressing denials for trips requested by all ADA certified persons, including those that are conditionally eligible. If this concern is with regard to same day service requests, VVTA procedures regarding accepting same-day requests will also be reviewed through the COA process.
BUS STOP AMENITIES – Benches and Repairs • Benches are needed for stops along Route 43. One stop is just dirt and someone could slip into the ditch. *Florence Macy, Apple Valley* • The bus stops in Lucerne Valley need to be fixed, especially the stop at Highway 18 and the Market. *Florence Macy, Apple Valley* • A bench is needed at the stop at Twilight and Mojave in Adelanto *Marilyn Berchtold, Adelanto*	VVTA Administrators should consider improvements that may be possible to existing stops within currently budgeted funds. Any newly requested stops, including the transit routes to serve those stops, should be referred to the COA.
BUS STOP - WHEELCHAIR PADS • All stops on Orick Avenue are inaccessible; there is no raised concrete and no curbs. *Linda Churchill, Victorville* • The stop along Route 32 on the corner of Llanada Ave. and Orick Ave. is in a ditch and passengers have been let off there. *Julie Williams, Rolling Start* *Linda Churchill, Victorville*	VVTA Administrators should consider improvements that may be possible to existing stops within currently budgeted funds. VVTA may wish to apply for JARC/ New Freedom funding during these programs' next funding cycles to make stop accessibility improvements that cannot otherwise be funded.

Attachment C
San Bernardino Associated Governments
Transportation Development Act – Unmet Transit Needs Public Hearing
Morongo Basin Subarea – October 6, 2011

Testimony	Response
Note: Testimony includes testimony given at the MBTA public hearing on October 6, 2011 and letters and emails submitted to SANBAG	
SERVICE EXPANSION REQUESTS	
Service Frequency and Coverage • Banning/Beaumont – Request for service to "Cabazon Casino" (Morongo Casino in Cabazon) from Yucca Valley. *John Koranda, Yucca Valley*	Service to the Banning/ Beaumont area is currently not provided by either MBTA or SunLine. While there used to be a SunLine bus to the pass area, this was discontinued some time ago and there remains a gap in service at present. While this is an unmet transit need, there have not been enough requests made to suggest sufficient demand that this need can be reasonably and cost-effectively met.
• **Johnson Valley** - Service is requested at least once a week in Johnson Valley from Johnson Valley Improvement Association to Lucerne Market and/or Yucca Valley. There is no public transportation in this area and seniors need this service. *Atia Baig, SB County DAAS* *Gloria Williams, Johnson Valley* *Joanna Wright, Johnson Valley* *Mert Waite, Johnson Valley* *Dale Haverty, Johnson Valley* *Betty Munson, Phelan* *Marilyn Kuder, Phelan* *Charlene Claybough, Phelan*	Services to Johnson Valley and to Wonder Valley are not provided by MBTA. While these represent unmet transportation needs for the individuals involved, the distances and number of requests are such that public transit cannot reasonably, cost-effectively be provided. The DAAS partnership with the County Dept. of Public Works, and newly with MBTA, for the TREP mileage reimbursement capability remains the most cost-effective method for responding to transportation needs of individuals living in isolated, desert areas. However, these service requests will be reviewed by the consultants responsible for the Comprehensive Operational Analysis (COA) now underway for MBTA which examines all aspects of MBTA services. The COA consultant will be directed to specifically review any potential changes in the feasibility of providing public transportation services in these areas.
• Wonder Valley – need transportation along Highway 62 unincorporated areas for older persons without their own transportation. Reach Out Morongo is able to provide some assistance but regular transport would be most helpful. *Robin Schlosser, Reach Out Morongo*	

Testimony	Response
Note: Testimony includes testimony given at the MBTA public hearing on October 6, 2011 and letters and emails submitted to SANBAG	
MBTA SERVICE – Bus Stops/ Stop Improvements **New Bus Stops** • Suggest relocating the bus stop located between two small palm trees just East of 5509 29 Palms Highway be relocated slightly West of this address and include a covered bench. *Valerie Meyer, Rainbow Stew, Yucca Valley* **Bus Stop Improvements/ Shelter** • The stop on Highway 82 at Avalon Corner in front of large retail location needs a shelter and cover from the sun. *Penny Gray, Yucca Valley*	In the context of the COA process, MBTA will review bus stop improvements, including these stop and stop improvement requests, forwarding these to the COA consultants to prioritize in relation to other planned or recommended bus stop improvements.
MBTA SUNDAY SERVICE • Requesting Sunday MBTA service in the Morongo Valley as individual depends fully on the bus for transportation and cannot get to church on Sundays. *Beverly Pencille, Yucca Valley*	In the context of the COA process, MBTA will evaluate the feasibility of Sunday service for all or parts of the MBTA service area.
ACCESSIBILITY • The new bus running on Route 30 on Tuesday through Thursday is too low to drive up my steep driveway and I am let off on the street (Golden Bee Drive). I have severe medical conditions that limit my mobility and I cannot walk up the steep driveway without getting an asthma attack. The old bus has no problems on Mondays. *Caroline Akina, Yucca Valley*	The writer is encouraged to request assistance of MBTA dispatch, specifically requesting the Route 31 vehicle which is not a "low floor" design and can better negotiate the steep driveway.

Testimony	Response
Note: Testimony includes testimony given at the MBTA public hearing on October 6, 2011 and letters and emails submitted to SANBAG	
TREP – MILEAGE REIMBURSEMENT • The TREP program provides mileage reimbursement for drivers who drive eligible seniors and persons with disabilities. Demand for TREP mileage reimbursements has been increasing and we anticipate that funding will be exhausted by February 2012. *Linda Conner, SB County DAAS*	The TREP program, administered by DAAS, remains critical to addressing mobility needs in vast San Bernardino County where it simply isn't feasible to have public transportation throughout. SANBAG is appreciative of the MBTA Board of Directors' decision to award a grant to TREP from its new, discretionary grant program thereby extending TREP's budgeted funding. SANBAG encourages both the County's DAAS and Dept. of Public Works to continue to give priority to this important alternative transportation mode, a cost-effective program for individuals who live at considerable distances from available public transportation services.
SAFTEY • A complaint was made regarding a driver potentially driving while under the influence of alcohol or having a hangover or suffering the effects of the dry drunk syndrome, with the situation of concern commonly happening on Saturdays. Four informational requests were made: 1. Does MBTA have a policy for a drug-free workplace? 2. Does the bus company have a Safety Specialist or a Manager of Alcohol & Drug program? 3. Does MBTA own and use a Breathalyzer for testing drivers for alcohol? 4. Is someone trained to administer a "reasonable suspicion test" for alcohol use, particularly on Saturdays? Anonymous	MBTA is subject to oversight by Caltrans, FTA and the CHP for Drug and Alcohol Program compliance. The agency has been regularly audited by these agencies with no findings reported. Its substantial federally-required Drug and Alcohol program is in place. The Assistant General Manager is the assigned Safety Specialist and responsible for administering all aspects of the program. While MBTA does not own a breathalyzer, it does have procedures in place for addressing reasonable suspension and routinely conducts randomized testing, per its own procedures. MBTA is encouraged to provide to its Board of Directors an informational review of existing drug and alcohol related requirements and the MBTA policies and procedures by which these are routinely implemented.
COMPLIMENTS • Thank you for the new hydraulic lift bus now in MBTA service. It is helpful to older persons and people in wheelchairs. • Riding MBTA service for 18 years – the drivers are good and helpful. I just love the bus. I ride it every day. I would get bored without it. *Marie Barr, Yucca Valley* • Residents of Morongo Basin are satisfied with the bus service and are thankful to the bus drivers. *Atia Baig, SB County DAAS*	These are welcomed, very good to hear and always appreciated.

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: 26

Date: March 7, 2012

Subject: Award Increase of Federal Transit Administration (FTA) Section 5316 – Job Access Reverse Commute (JARC) and Section 5317 – New Freedom (NF) Grant Program for Omnitrans and 211 San Bernardino

Recommendation:* Increase programming of JARC dollars in the new amount of $138,701 and NF dollars in the amount of $46,234, respectively were awarded to Omnitrans and 211 San Bernardino for a new grand total of $184,935.

Background: In November the Board approved in concept, pending notice of FTA award of 5309 Discretionary Grant Funds, a JARC and NF award in the amount of $113,267.15 for the One Call/One Click Veterans Transportation Initiative for Southern California's Inland Empire. Since that time, further development on the grant occurred and the Federal award was made, which requires a modest increase in funding for the grant. The total increase in JARC and NF dollars is $67,668 and dollars are available through carryover funding from previous years.

Financial Impact: There is no direct financial impact to SANBAG. Funds go directly to Omnitrans and 211 San Bernardino.

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee meeting on February 16, 2012. This Item has been reviewed by SANBAG Contracts Manager and SANBAG Counsel.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1203b-mmm

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: 27

Date: March 7, 2012

Subject: Request for Proposal (RFP) for Professional Auditing Services for Transportation Development Act (TDA), Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA), California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF) and Measure I Local Pass-Through

Recommendation:* 1. Authorize and approve release of Request for Proposal 12-194 Professional Auditing services for Transit Providers.

2. Authorize and approve release of Request for Proposal 12-195 Professional Auditing services for Local Jurisdictions.

Background: On March 2, 2011 SANBAG Board of Directors authorized the release of RFP 11137 for Compliance and Fiscal auditing of all TDA claimants, PTMISEA recipients and Measure I Pass-Through recipients. After the RFP was advertised staff only received one proposal in response to the RFP. Staff was informed that the reason in which one proposal was received is how we packaged the Scope of Work. As a result, staff split the Scope of Work into two separate projects, one for financial audits and one for compliance audits.

In addition staff has contacted sister agencies for a list of vendors to conduct additional outreach. The RFP for auditing services is attached to this agenda item. The RFP defines the schedule for the selection process, the purpose of the request

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203a-mmm
RFP12194/RFP12195

and the evaluation process and a list of issues expected to be addressed in the response. In hopes to receive as many responses as possible, staff will also stagger dates to allow adequate time for proposers to proposed on one or both RFP's.

San Bernardino Associated Governments (SANBAG), acting under its responsibility as the San Bernardino County Transportation Commission (CTC), is responsible for auditing all claimants to whom it directs allocations of funds pursuant to the California Transportation Development Act (TDA), Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) and California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) programs.

Additionally, SANBAG acting as the San Bernardino County Transportation Authority (CTA) must also audit local jurisdictions that receive direct pass-through of Measure I and submit an annual certification of compliance pursuant to San Bernardino County Transportation Authority Ordinance 04-01, and accompanying Measure I Policies.

Staff is now proposing to solicit proposals for audit professional services.

SANBAG will 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 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 as well as competitive pricing.

Attached is also a description of scope of services requested with this RFP. The scope includes Audits 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: Single Audit Report, Local Transportation Fund Financial and Compliance Report and Management Letter (if required).

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

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee on February 16, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the RFP and contract as to form.

Responsible Staff: Mitch A. Aldemran, Director of Transit and Rail Programs

BRD1203a-mmm
RFP12194/RFP12195

ATTACHMENT A

"SCOPE OF SERVICES FOR TRANSIT PROVIDERS"

GENERAL

San Bernardino Associated Governments (SANBAG) is requesting proposals from qualified certified public accounting firms to audit it's Transit Providers (Exhibit A) for the Fiscal Years ending June 30, 2012, 2013, and 2014, with the option of performing such services for two (2) additional one-year terms. SANBAG requires an audit of Transit Providers 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. The cost proposal shall present all inclusive audit fees for each year of the contract term and the two one-year options.

AUDITING STANDARDS TO BE FOLLOWED

The audit shall be performed so as to satisfy the audit requirements in accordance with the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*
- The provision of the federal Single Audit Act of 1984, the Single Audit Act Amendments of 1996, the U.S Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* as applicable;
- OMB's Compliance supplement titled *Uniform requirements for Grants to State and Local Government*
- San Bernardino County Transportation Authority Ordinance 04-01, *San Bernardino Valley Subarea Expenditure Plan* (Section F and H), *Mountain Desert Expenditure Plan* (Section C and E)
- Transportation Development Act Regulations. CA Code Section 6664 Discusses the fiscal and compliance audits of all claimants. Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants.
- Proposition 1B Compliance Requirements. Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans

- California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) funds received through CalEMA

REQUIRED REPORTS TO SANBAG

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

1. Independent Auditor's Report on Comprehensive Annual Financial Report (CAFR) or Basic Financial statements;
2. Independent Auditor's Single Audit Report (if applicable)
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)
8. Preparation of the State Controllers Report (Due prior to September 30th)
9. PTMISEA fund disclosure in the Independent Auditor's Report on Comprehensive Annual Financial Report or Basic Financial Statements
10. California Transit Security Grant Program fund disclosure in the Independent Auditor's Report on Comprehensive Annual Financial Report or Basic Financial Statements

Provide two (2) copies of the "Draft" Audit Report. One for each claimant on or before November 30 of each audit year. One for SANBAG.

Final Audit Report: Provide four (4) copies of each "Final" Audit Report on or before December 30th of each audit year.

- One copy of the report for each claimant
- One copy of the report for SANBAG
- One copy for the San Bernardino County Internal Audits Division
- Once copy for the State Controller's Office

Final Federal Single Audit Report: Provide three (3) copies of each "Final" audit report on or before March 15th of each audit year.

- One copy of the report for each claimant
- One copy of the report for SANBAG
- Once copy for the San Bernardino County Internal Audits Division

Also include up to 20 copies of the "Final" for each claimants Board of Directors.

Additional Considerations

- **Working Papers:** All working papers shall be retained by the auditor for a minimum of four (4) years after the conclusion of the engagement unless authorized to do otherwise in writing by SANBAG. The audits may be subject to review by state and federal agencies. Accordingly, the working papers shall be made available upon request.

- **Audit Schedule:** The work to be performed shall be arranged with the individual recipients after the conclusion of a planning meeting with the Commission and the Commission's issuance of audit notification letters to each jurisdiction recipients.

Exhibit A

Transit Providers

Agency
Barstow, City of
Omnitrans
Morongo Basin Transit Authority (MBTA)
Mountain Area Regional Transit Authority (MARTA)
Needles, City of
Valley Transportation Services (Vtrans)
Victor Valley Transit Authority (VVTA)

ATTACHMENT B

PRICE FORM

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
	$	$
	$	$
	$	$
	$	$
	$	$

Proposer

Signature of Authorized Person

Date

ATTACHMENT A

"SCOPE OF SERVICES"

GENERAL

San Bernardino Associated Governments (SANBAG) is requesting proposals from qualified certified public accounting firms to audit it's Jurisdictions (Exhibit A) for the Fiscal Years ending June 30, 2012, 2013, and 2014, with the option of performing such services for two (2) additional one-year terms. SANBAG acting as the regional transportation agency is responsible for ensuring that all claimants to whom it directs allocation of funds pursuant to Public Utilities Code, Chapter 4, of the Transportation Development Act (TDA) submit an annual certified compliance and fiscal audit of funds received. Additionally SANBAG is also required to certify compliance of Measure I Pass-Through recipients with the requirements of the San Bernardino County Transportation Authority Ordinance 04-01, and accompanying Measure I Policies. The cost proposal shall present all inclusive audit fees for each year of the contract term and the two one-year options.

AUDITING STANDARDS TO BE FOLLOWED

The audits are to be performed by the consultant in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*
- San Bernardino County Transportation Authority Ordinance 04-01, *San Bernardino Valley Subarea Expenditure Plan* (Section F and H), *Mountain Desert Expenditure Plan* (Section C and E)
- Transportation Development Act Regulations. CA Code Section 6664 discusses the fiscal and compliance audits of all claimants. Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants.

Transportation Development Act

- Funds are typically allocated upon project completion however some projects are allowed progress payment(s). Complete examination of financial activities, including internal systems of checks and balances, on or before December 30th of each audit year.
- Financial examination must encompass both expenditure and projects for which funds were allocated but expended. A listing of all major projects comparing actual

revenues/expenses to budgeted revenues/expenses must be included in the audit report, as well as an accounting of interest earned on the funds. The report shall include the audited amounts for the fiscal year prior to the year audited.

- Compliance examination of the claimants' transportation activities under the Transportation Development Act; including, to the extent applicable, the task contained in the SANBAG Compliance Audit Guide.

- A compliance examination of the operator's implementation of the Uniform System of Accounts for Public Transit Operators, under PUC 66343 and where applicable the updated National Transit Database (NTD) Reporting Manuals as required by 49 USC. 5335(a), formerly Section 15.

    - **Article 3 Bicycle & Pedestrian**

    - **Article 8a Local Streets and Roads:**

Measure I 2010-2040 Local Pass-Through (Ordinance 04-01)

- SANBAG receives a one-half of one percent retail transaction and use tax, which is dedicated for transportation planning, design, construction, operation and maintenance only in the San Bernardino County. Within this ordinance SANBAG provides a Pass-through of Local Streets and Senior and Disabled Transit Service funds to the local jurisdictions. Preparation of an audit report for the Measure I 2010-2040 Local Pass-through receipts for periods ending June 30th of each audit year.

- Financial examination of activities, including internal systems of checks and balances, during the specified period. The examination must encompass both project expenditures and projects for which funds were received but not expended. A listing of all projects comparing actual revenues/expenses to the Measure I Five Year Capital Improvement Program adopted by the local governing board for the specified period must be included in the audit report, as well as an accounting of interest earned on the funds. The project listing shall illustrate the street or project names, project limits, and type of improvement. The report shall also contain an examination of expenditures, statement of revenue and expenses and balance sheet for each component of the special Measure I fund.

- Compliance Examination with provision of Ordinance 04-01 and the Expenditure Plan, adopted by the Authority relating to the expenditure of Measure I revenue

    - **San Bernardino Valley Subarea Expenditure Plan**

        - Section F Local Streets

    - **Mountain Desert Expenditure Plan**

        - Section C Local Streets

REQUIRED REPORTS TO SANBAG

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2. State Transit Assistance Fund (STAF) Financial and Compliance Report
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- **Working Papers:** All working papers shall be retained by the auditor for a minimum of four (4) years after the conclusion of the engagement unless authorized to do otherwise in writing by SANBAG. The audits may be subject to review by state and federal agencies. Accordingly, the working papers shall be made available upon request.

- **Audit Schedule:** The work to be performed shall be arranged with the individual recipients after the conclusion of a planning meeting with the Commission and the Commission's issuance of audit notification letters to each jurisdiction recipients.

Exhibit A

Jurisdictions

Agency
Adelanto, City of
Apple Valley, Town of
Barstow, City of
Big Bear Lake, City of
Chino Hills, City of
Chino, City of
Colton, City of
Fontana, City of
Grand Terrace, City of
Hesperia, City of
Highland, City of
Loma Linda, City of
Montclair, City of
Ontario, City of
Rancho Cucamonga, City of
Redlands, City of
Rialto, City of
San Bernardino, City of
San Bernardino, County of
Twentynine Palms, City of
Upland, City of
Needles, City of
Victorville, City of
Yucaipa, City of
Yucca Valley, Town of

ATTACHMENT B

PRICE FORM

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	$		$	
	$		$	
	$		$	
	$		$	
	$		$	

Proposer

Signature of Authorized Person

Date

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: March 7, 2012

Subject: San Bernardino County 2013 Regional Transportation Improvement Program (RTIP) and Resolution of Fiscal Constraint

Recommendation:*

1) Approve 2013 Regional Transportation Improvement Program as shown in Attachment 1 to be submitted to Southern California Association of Governments (SCAG) for inclusion in the 2013 Federal Transportation Improvement Program (FTIP);

2) Adopt Resolution No. 12005, certifying that San Bernardino County has resources to fund the projects in Fiscal Years 2012/2013 through 2017/2018 Transportation Improvement Program, and affirming its commitment to implement all projects in the program.

Background: The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) requires SCAG, the federally designated Metropolitan Planning Organization (MPO), also as the state-designated transportation planning agency and multi-county designated transportation planning agency for the six-county in the Southern California region to adopt a Regional Transportation Improvement Program (RTIP) for the region. The RTIP must be consistent with the SCAG's long-range Regional Transportation Plan (RTP). The region's adopted RTIP is then submitted to the Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) to be included for their

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

BRD1203a-lep
Attachment: R12005; BRD1203a1-lep

final adoption into the Federal Transportation Improvement Program (FTIP). FTIP is updated every two years. SANBAG, as the County's Transportation Commission, is responsible for submitting all transportation projects that are regionally significant or federally funded to SCAG for inclusion into the RTIP. Federal regulations require SCAG to determine that projects submitted in the RTIP must meet conformity requirements in the federally designated non-attainment and maintenance areas.

To develop the 2013 RTIP, SANBAG staff has been working with the local jurisdictions, transit agencies and Caltrans District 8 to obtain project information that reflects the latest project commitments. Attachment 1 lists all projects that are recommended for inclusion in the 2013 RTIP. Staff requests the approval of the Program to be submitted to SCAG.

To demonstrate SANBAG's RTIP submittal meets financial constraint of State and Federal requirements, an adopted resolution by the County's Commission must be included in the region's RTIP submittal to be included in the FTIP. The Resolution No. 12005 certifies San Bernardino County has the resources to fund the projects submitted in the RTIP and affirms its commitment to implement all of the projects submitted in the program. Staff requests the adoption of the Resolution.

Financial Impact: This item is consistent with the adopted 2011/12 Fiscal Year budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on February 15, 2012.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1203a-lep
Attachment: R12005; BRD1203a1-lep

RESOLUTION NO. 12005

*2012/2013 RTIP (Regional Transportation Improvement Program)

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION (COMMISSION) CERTIFYING THAT SAN BERNARDINO COUNTY HAS THE RESOURCES TO FUND THE PROJECTS SUBMITTED FOR INCLUSION IN THE FEDERAL FISCAL YEAR (FFY) 2012/2013-2017/2018 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMING ITS COMMITMENT TO IMPLEMENT ALL OF THE PROJECTS SUBMITTED IN THE PROGRAM

WHEREAS, San Bernardino County is located with the metropolitan planning boundaries of the Southern California Association of Governments (SCAG); and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act; A Legacy for Users (SAFETEA-LU) requires SCAG to adopt a regional transportation improvement program (RTIP) for the metropolitan planning area; and

WHEREAS, The SAFETEA-LU also requires that the regional transportation improvement program include a financial plan that demonstrates how the regional transportation improvement program can be implemented; and

WHEREAS, the Commission is the agency responsible for short-range capital and service planning and programming for the San Bernardino County area within SCAG; and

WHEREAS, as the responsible agency for short-range transportation planning, the Commission is responsible for the development of the San Bernardino County Transportation Improvement Program, including all projects within its boundaries; and

WHEREAS, the Commission has programmed the FFY 2012/2013 – 2017/2018 in year of expenditure dollars; and

WHEREAS, the Commission adopts the FFY 2012/2013-2016/2017 San Bernardino County Transportation Improvement Program with funding for FFY 2012/2013 and 2013/2014 available and committed, and reasonably committed for FFY2014/2015 through 2017/2018; and

NOW, THEREFORE, BE IT RESOLVED, that the Commission affirms its continuing commitment to the projects identified in the FFY 2012/2013-2017/2018 San Bernardino Transportation Improvement Program; and

BE IT FURTHER RESOLVED, that the FFY 2012/2013-2017/2018 San Bernardino Transportation Improvement Program Financial Plan identifies the resources that are available

and committed in the first two years and reasonably available to carry out the program in the last four years, and the Commission certifies that:

1. The San Bernardino Transportation Improvement Program projects in the FFY 2012/2013-2017/2018 are consistent with the proposed 2012 State Transportation Improvement Program scheduled to be approved by the California Transportation Commission in May 2012; and

2. All of the projects in the San Bernardino Transportation Improvement Program have complete funding plan identified in the Program.

3. San Bernardino County Transportation Commission has the funding capacity in its County's Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Program (CMAQ) allocations to support all such programming in the FFY2012/2013-2017/2018 SANBAG TIP; and

4. The local match for projects funded with federal STP and CMAQ programs is identified in the RTIP; and

5. All of Federal Transit Administration funded projects are programmed within SAFETEA-LU Guaranteed Funding levels.

R12005

ATTACHMENT 1

2013 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

(PROJECT LISTING)

PPC1202a1-lep

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
00151	San Bernardino	MDAB		200151	NCR31				L	EXEMPT - 93.126	0
Description:							PTC	5,295	Agency	ADELANTO	

EL MIRAGE RD. FROM RICHARDSON RD. (CITY LIMITS) TO SR 395 - PAVE EXISTING 2 LANE DIRT ROAD AND RESURFACE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	296		3,624	3,920	296	3,624						3,920
200151 Total	296		3,624	3,920	296	3,624						3,920

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
00201	San Bernardino	MDAB		200201	NCR91				L	EXEMPT - 93.126	0
Description:							PTC	560	Agency	ADELANTO	

IN ADELANTO, EL MIRAGE RD. FROM SR. 395 TO 1 MILE EAST TO ADELANTO RD. AND ON ADELANTO RD. FROM EL MIRAGE RD. TO 1 MILE SOUTH-AUBURN AVE. PAVE EXISTING 2 LANE RD.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS			440	440	440							440
SBD CO MEASURE I	70	50		120	120							120
200201 Total	70	50	440	560	560							560

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
00049	San Bernardino	MDAB	0203	200049	PLN40				L	NON-EXEMPT	0
Description:							PTC	32,550	Agency	APPLE VALLEY	

MOJAVE RIVER BRIDGE CROSSING FROM TERMINUS OF YUCCA LOMA RD TO TERMINUS OF GREEN TREE BLVD - PRE. ENVIRONMENTAL REVIEW FOR CONSTRUCTION OF NEW 4 LANE BRIDGE-INCLUDES A BRIDGE OVER THE BNSF RR TO HESPERIA ROAD (Project 97147 Environmental Doc is being included in this project. The projects connect and environ. doc is requiring that the whole project be included on both SBD97147 and 200049)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SECTION 129 - SURFACE TRANSPORTATION PRIORITIES			750	750	750							750
STP LOCAL	2,800			2,800	2,800							2,800
BONDS - LOCAL			12,437	12,437	12,437							12,437
CITY FUNDS	563	200		763	763							763
SBD CO MEASURE I			15,800	15,800	15,800							15,800
200049 Total	3,363	200	28,987	32,550	32,550							32,550

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD55011	San Bernardino	MDAB	4627	SBD55011	CAR63				L	NON-EXEMPT	0
Description:							PTC	6,500	Agency	APPLE VALLEY	

YUCCA LOMA RD. FROM APPLE VALLEY RD. TO NAVAJO RD. WIDEN EXISTING 2 LANE RD. TO 4 LANE RD. (2 LANES IN EACH DIRECTION) (3 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SBD CO MEASURE I	500		6,000	6,500	500		6,000					6,500
SBD55011 Total	500		6,000	6,500	500		6,000					6,500

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD55012	San Bernardino	MDAB	4627	SBD55012	CAN66				L	NON-EXEMPT	0
Description:							PTC	2,772	Agency	APPLE VALLEY	

YUCCA LOMA RD. AT SR 18 CONNECTION NEW CONNECTION - CONNECTING YUCCA LOMA RD. AND SR 18 - NEW INTER- SECTION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	50		450	500			500					500
SBD55012 Total	50		450	500			500					500

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD94174	San Bernardino	MDAB	S349	SBD94174	CAR63				L	NON-EXEMPT	0
Description:							PTC	323	Agency	CALTRANS	

STATE ROUTE 62 CANYON TO SUNRISE WIDEN FROM 4 TO 5 LANES FOR CONINUOUS LEFT TURN LANE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SBD CO MEASURE I	34		289	323	323							323
SBD94174 Total	34		289	323	323							323

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
02[illegible]	San Bernardino	SCAB	S260	200202	CAR63				L	NON-EXEMPT	0
Description:							PTC	584	Agency	CHINO	

IN CHINO - ON CHINO AVENUE FROM MONTE VISTA TO SIXTH STREET-WIDEN EXISTING 2 LANES TO 4 LANES AND INSTALL SIGNAL AT INTERSECTION OF CHINO AVE. AND MONTE VISTA

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	88		496	584			88	496				584
200202 Total	88		496	584			88	496				584

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)207	San Bernardino	SCAB	0203	200207	CAR63				L	NON-EXEMPT	0
Description:							PTC	25,000	Agency	CHINO	

IN CHINO - ON PINE AVE EXTENSION FROM SR 71 TO EUCLID IN THE CITY OF CHINO - WIDEN BRIDGE FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU	2,560		4,300	6,860	2,560	4,300						6,860
DEVELOPER FEES	1,440		16,700	18,140	1,440	16,700						18,140
200207 Total	4,000		21,000	25,000	4,000	21,000						25,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
115	San Bernardino	SCAB		4A0802	CAN65				L	NON-EXEMPT	0
Description:							PTC	6,659	Agency	CHINO	

'HE CHINO-CORONA ROAD EAST/WEST IMPROVMTS NEWLY ANNEXED AREA IN CHINO. MILL CREEK/CHINO CORONA N/S TO HELLMAN. CHINO/CORONA N/S EXTENDS FROM PINE AV TO S/OF CHINO-CORONA E/W. IMPROVMTS INCL CONST OF NEW BRIDGE XING OVER MILL CREEK (BOX CULVERT W/ RD OVER DRAINAGE), NAT DRAINAGE SYS MAINTAINED BY US ARMY CORPS ALONG CHINO-CORONA RD. (BRDG TO BE 1 IN EACH DIRECTION) EXISTG RD.IMPROVMTS NON-CAPACITY

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EVELOPER FEES	10	320	6,329	6,659			10	320	6,329			6,659
01115 Total	10	320	6,329	6,659			10	320	6,329			6,659

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD031118	San Bernardino	SCAB	0203	SBD031118	CAR63				L	NON-EXEMPT	0
Description:							PTC	2,000	Agency	CHINO	

EDISON AVENUE RAMONA TO CENTRAL WIDEN FROM 4 LANES TO 6 LANES & REHABILITATION (SPOT WIDENING)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	200		1,800	2,000		200	1,800					2,000
SBD031118 Total	200		1,800	2,000		200	1,800					2,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD031152	San Bernardino	SCAB	4190	SBD031152	CAR60				L	NON-EXEMPT	0
Description:							PTC	1,120	Agency	CHINO	

RIVERSIDE DRIVE AT SAN ANTONIO FLOOD CONTROL CHANNEL WIDEN BRIDGE FROM 4 LANES TO 6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	100		1,000	1,100			100		1,000			1,100
SBD031152 Total	100		1,000	1,100			100		1,000			1,100

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
00401	San Bernardino	SCAB	S333	200401	CAX66				L	NON-EXEMPT	0
Description:							PTC	6,990	Agency	CHINO HILLS	

FAIRFIELD RANCH EXT.-EXTEND FAIRFIELD RANCH RD. FROM 950 FT. S/O INTERSECTION OF FFRANCH RD TO 5000 FT. PARALLEL TO SR71 TO PINE INTERSECTION-CONSTRUCT NEW 2 LANE RD. W/BIKE LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TRANS AND COMM AND SYS PRESRV PILOT PROG	225			225	225							225
CITY FUNDS	1,151	50	5,564	6,765	1,201	5,564						6,765
200401 Total	1,376	50	5,564	6,990	1,426	5,564						6,990

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
083401	San Bernardino	SCAB		4A1001	CAX63				L	NON-EXEMPT	0
Description:							PTC	3,951	Agency	CHINO HILLS	

PEYTON DRIVE FROM ENGLISH RD. TO EUCALYPTUS; WIDEN PEYTON FROM 4-6 LANES WITH MARKED BIKE LANES IN EACH DIRECTION (PHASE 2) OF SBD41242

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU			2,600	2,600	2,600							2,600
CITY FUNDS	373	500	478	1,351	1,351							1,351
20083401 Total	373	500	3,078	3,951	3,951							3,951

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
083402	San Bernardino	SCAB	0203	4A1002	CAX63				L	NON-EXEMPT	0
Description:							PTC	7,119	Agency	CHINO HILLS	

PEYTON DRIVE FROM EUCALYPTUS TO SR 142; WIDEN PEYTON TO 2-4 LANES WITH MARKED BIKE LANES IN EACH DIRECTION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU			2,500	2,500	2,500							2,500

FEE	650	660	3,309	4,619	4,619								4,619
20083402 Total	650	660	5,809	7,119	7,119								7,119

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D31785	San Bernardino	SCAB	0203	4A1003	CAR63				L	NON-EXEMPT	0
Description:							PTC	3,542	Agency	CHINO HILLS	

EUCALYPTUS FROM PEYTON DR. TO CHINO HILLS COMMUNITY PARK ENTRANCE - CONSTRUCT 2 LANE RD. (PHASE 1 FROM PEYTON DRIVE TO GALLOPING HILLS RD. COMPLETED IN 2/2007)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FEE	58	39	3,445	3,542	3,542							3,542
SBD31785 Total	58	39	3,445	3,542	3,542							3,542

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D41241	San Bernardino	SCAB	0203	SBD41241	CANT6				L	NON-FEDERAL/NON-REGIONAL	0
Description:							PTC	4,000	Agency	CHINO HILLS	

SOQUEL CANYON PARKWAY EXTENSNION CONSTRUCT NEW 2 LANE_ROAD W BIKE LANES FROM EXISTING TERMINUS OF SOQUEL CANYON PARKWAY AT PIPELINE AVE. TO WOODVIEW ROAD AT MEDLARINCLUDED ARE BICYCLE LANES MARKED IN EACH DIRECTION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FEE			560	560		560						560
SBCTA MEASURE I			3,440	3,440		3,440						3,440
SBD41241 Total			4,000	4,000		4,000						4,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
064	San Bernardino	SCAB	0203	200064	CAN76				L	NON-EXEMPT	0
Description:							PTC	570	Agency	COLTON	

WASHINGTON ST FROM RECHE CANYON TO HUNTS LN - ELIMINATE BOTTLENECK ADD NB TURN POCKET;WIDEN 2- 4 LNS ON WASHINGTON FROM RECHE CYN. TO HUNTS LN. USING EXISTING WIDTH;MODIFY SIGNALS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	60		340	400	400							400
CITY FUNDS	85		85	170	170							170
200064 Total	145		425	570	570							570

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
157	San Bernardino	SCAB		200157	NCRH1				L	EXEMPT - 93.127	0
Description:							PTC	369	Agency	COLTON	

AT MAIN STREET AND IOWA AVENUE AND APPROX. 300' NORTH AND 300' EAST OF EACH SIDE OF STREET-INTERSECTION IMPROVEMENTS, CURB & GUTTER, REMOVE BILLBOARD AND TRAFFIC SIGNAL

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TP LOCAL	19		230	249	249							249
ITY FUNDS		37	83	120	120							120
00157 Total	19	37	313	369	369							369

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
00856	San Bernardino	SCAB		200856	CAN61				L	NON-EXEMPT	0
Description:							PTC	10,877	Agency	COLTON	

MT. VERNON BRIDGE OVER UPRR -ON MT. VERNON AVE. FROM "M" ST. TO I-10 ON RAMP. WIDENING BRIDGE FROM 2-4 LANES (CA338)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU	1,600			1,600	1,600							1,600
BRIDGE - LOCAL	1,151	133	6,718	8,002	1,151					6,851		8,002
CITY FUNDS	388	17	851	1,256	388					868		1,256
LOCAL BRIDGE SEISMIC RETROFIT ACCOUNT			19	19						19		19
200856 Total	3,139	150	7,588	10,877	3,139					7,738		10,877

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0110601	San Bernardino	SCAB		4A01069	CAR60				L	NON-EXEMPT	0
Description:							PTC	27,535	Agency	COLTON	

LA CADENA DR OVER SANTA ANA RIVER, 1.5 MI SOUTH OF I-10 - REPLACE EXISTING 4 LANE BRIDGE WITH 6 LANE BRIDGE (54C0077)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL	2,457	133	21,787	24,377	2,457			133		21,787		24,377
CITY FUNDS	318	17	2,689	3,024	318			17		2,689		3,024
LOCAL BRIDGE SEISMIC RETROFIT ACCOUNT			134	134						134		134
20110601 Total	2,775	150	24,610	27,535	2,775			150		24,610		27,535

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)1157	San Bernardino	SCAB	0203	4A07106	CAN66				L	NON-EXEMPT	0
Description:							PTC	28,000	Agency	COLTON	

.WASHINGTON ST. FROM .90 MILES WEST OF WASHINGTON ST. TO LA CADENA MT. VERNON CONSTRUCT NEW 4 LANE ROADWAY (FOR PA & ED ONLY)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU	375			375		375						375
SBD CO MEASURE I	94			94		94						94
201157 Total	469			469		469						469

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1158	San Bernardino	SCAB		4A07226	CAR63				L	NON-EXEMPT	0
Description:							PTC	6,652	Agency	COLTON	

AGUA MANSA FROM RIALTO CHANNEL TO RANCHO AVE. 2-4 LANE WIDENING.(PROGRAMMED FUNDING FOR PA & ED ONLY)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	350	150		500	350	150						500
201158 Total	350	150		500	350	150						500

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SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
01159	San Bernardino	SCAB		4A07200	CAN66				L	NON-EXEMPT	0

Description: PTC 4,646 Agency COLTON

PEPPER AVE. (segment south of I-10) FROM SLOVER TO AGUA MANSA - NEW 2 LANE CONNECTION. TRAFFIC SIGNAL AT PEPPER AND AGUA MANSA.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	500			500		500						500
201159 Total	500			500		500						500

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
01107	San Bernardino	SCAB		4A04087	CAX63				L	NON-EXEMPT	0

Description: PTC 2,625 Agency FONTANA

CHERRY AVENUE FROM SOUTH HIGHLAND TO I-15 WIDEN (2-6 LANES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	118	32	690	840				150	690			840
SBD CO MEASURE I	252	68	1,465	1,785				320	1,465			1,785
201107 Total	370	100	2,155	2,625				470	2,155			2,625

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1139	San Bernardino	SCAB		4A04084	CAN67				L	NON-EXEMPT	0

Description: PTC 10,500 Agency FONTANA

CASA GRANDE AVENUE FROM LYTLE CREEK ROAD TO MANGO AVENUE CONSTRUCT 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	218	1,440	1,702	3,360					218	1,440	1,702	3,360
SBD CO MEASURE I	462	3,060	3,618	7,140					462	3,060	3,618	7,140
201139 Total	680	4,500	5,320	10,500					680	4,500	5,320	10,500

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1140	San Bernardino	SCAB		4A01093	CAX63				L	NON-EXEMPT	0

Description: PTC 2,625 Agency FONTANA

CITRUS AVENUE FROM SUMMIT AVENUE TO I-15 WIDEN FROM 2 TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	120	32	688	840				152	688			840
SBD CO MEASURE I	255	68	1,462	1,785				323	1,462			1,785
201140 Total	375	100	2,150	2,625				475	2,150			2,625

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
141	San Bernardino	SCAB		REG0702	CAX63				L	NON-EXEMPT	0

Description: PTC 2,498 Agency FONTANA

CYPRESS AVENUE FROM SLOVER TO JURUPA AVENUE WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	64	160	576	800	224	576						800

Project Listing

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Local Highway, State Highway, Transit

Cost in Thousands

SBD CO MEASURE I		134	340	1,224	1,698	474	1,224							1,698
201141 Total		198	500	1,800	2,498	698	1,800							2,498

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
01142	San Bernardino	SCAB		4A1005	CAN67				L	NON-EXEMPT	0

Description: PTC 3,200 Agency FONTANA

CYPRESS AVENUE FROM DUNCAN CANYON ROAD TO FRONTAGE ROAD (I-15)-CONSTRUCT NEW 2 LANE ROAD

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	128	160	736	1,024				128	896			1,024
SBD CO MEASURE I	272	340	1,564	2,176				272	1,904			2,176
201142 Total	400	500	2,300	3,200				400	2,800			3,200

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
01143	San Bernardino	SCAB		4A01099	CAX67				L	NON-EXEMPT	0

Description: PTC 5,251 Agency FONTANA

DUNCAN CANYON ROAD FROM CITRUS AVENUE TO SIERRA AVENUE CONSTRUCT 4 LANES.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	138	96	1,447	1,681				234	1,447			1,681
SBD CO MEASURE I	292	204	3,074	3,570				496	3,074			3,570
201143 Total	430	300	4,521	5,251				730	4,521			5,251

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1144	San Bernardino	SCAB	0203	4A04108	CAX63				L	NON-EXEMPT	0

Description: PTC 958 Agency FONTANA

JURUPA AVENUE FROM TAMARIND AVENUE TO ALDER AVENUE WIDEN FROM 2 TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	64	80	172	316					144	172		316
SBD CO MEASURE I	136	170	336	642					306	336		642
201144 Total	200	250	508	958					450	508		958

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1146	San Bernardino	SCAB		4A04127	CAX63				L	NON-EXEMPT	0

Description: PTC 4,290 Agency FONTANA

SIERRA LAKES PARKWAY FROM BEECH AVENUE TO CITRUS AVENUE WIDEN FROM 2 TO 4 LANES.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	128	320	925	1,373			128	1,245				1,373
SBD CO MEASURE I	272	680	1,965	2,917			272	2,645				2,917
201146 Total	400	1,000	2,890	4,290			400	3,890				4,290

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)1147	San Bernardino	SCAB		4A01132	CAX63				L	NON-EXEMPT	0
Description:							PTC	2,095	Agency	FONTANA	

SLOVER AVENUE FROM ETIWANDA AVENUE TO 800 FEET EAST OF ETIWANDA AVENUE WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	100	101	470	671		100	101	470				671
SBD CO MEASURE I	213	213	998	1,424		213	213	998				1,424
201147 Total	313	314	1,468	2,095		313	314	1,468				2,095

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1148	San Bernardino	SCAB		4A07056	CAX63				L	NON-EXEMPT	0
Description:							PTC	5,250	Agency	FONTANA	

SOUTH HIGHLAND AVENUE FROM CHERRY AVENUE TO CITRUS AVENUE WIDEN FROM 2 TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	179	160	1,341	1,680	179		1,501					1,680
SBD CO MEASURE I	381	340	2,849	3,570	381		3,189					3,570
201148 Total	560	500	4,190	5,250	560		4,690					5,250

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1149	San Bernardino	SCAB		4A07273	CAX63				L	NON-EXEMPT	0
Description:							PTC	2,418	Agency	FONTANA	

VALLEY BOULEVARD FROM CHERRY AVENUE TO BEECH AVENUE WIDEN FROM 4-6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	117	116	541	774		39	78	116	541			774
SBD CO MEASURE I	246	247	1,151	1,644		82	164	247	1,151			1,644
201149 Total	363	363	1,692	2,418		121	242	363	1,692			2,418

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
162	San Bernardino	SCAB		4A07274	CAX63				L	NON-EXEMPT	0
Description:							PTC	2,418	Agency	FONTANA	

/ALLEY BOULEVARD FROM BEECH AVENUE TO CITRUS AVENUE WIDEN FROM 4-6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	117	116	541	774		39	78	116	541			774
SBD CO MEASURE I	246	247	1,151	1,644		82	164	247	1,151			1,644
201162 Total	363	363	1,692	2,418		121	242	363	1,692			2,418

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2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
01163	San Bernardino	SCAB		4A1007	CAX63				L	NON-EXEMPT	0
Description:							PTC	2,418	Agency	FONTANA	

VALLEY BOULEVARD FROM CITRUS AVENUE TO SIERRA AVENUE WIDEN FROM 4-6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	117	116	541	774		39	78	116	541			774
SBD CO MEASURE I	246	247	1,151	1,644		82	164	247	1,151			1,644
201163 Total	363	363	1,692	2,418		121	242	363	1,692			2,418

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
01164	San Bernardino	SCAB		4A07140	CAX63				L	NON-EXEMPT	0
Description:							PTC	724	Agency	FONTANA	

VALLEY BOULEVARD FROM SIERRA AVENUE TO ALDER AVENUE WIDEN FROM 4-6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	116	116		232		116		116				232
SBD CO MEASURE I	246	246		492		246		246				492
201164 Total	362	362		724		362		362				724

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1166	San Bernardino	SCAB		4A1006	CAX63				L	NON-EXEMPT	0
Description:							PTC	1,312	Agency	FONTANA	

DUNCAN CANYON ROAD FROM I-15 TO CITRUS AVENUE-WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	394		294	688		394	294					688
SBD CO MEASURE I			624	624			624					624
201166 Total	394		918	1,312		394	918					1,312

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D031217	San Bernardino	SCAB	4342	SBD031217	CAX63				L	NON-EXEMPT	0
Description:							PTC	4,630	Agency	FONTANA	

BEECH AVENUE FOOTHILL TO MILLER AVE WIDEN FROM 2 LANES TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	134	320	1,027	1,481		134	320	1,027				1,481
SBD CO MEASURE I	286	680	2,183	3,149		286	680	2,183				3,149
SBD031217 Total	420	1,000	3,210	4,630		420	1,000	3,210				4,630

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

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Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD031218	San Bernardino	SCAB	4282	SBD031218					L	NON-EXEMPT	0
Description:							PTC	2,624	Agency	FONTANA	

ALDER AVENUE BASELINE TO FOOTHILL BOULEVARD WIDEN 2 LANES TO 4 LANES W/TURN LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FEE	210	210	420	840			840					840
SBD CO MEASURE I	446	446	892	1,784			1,784					1,784
SBD031218 Total	656	656	1,312	2,624			2,624					2,624

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031227	San Bernardino	SCAB	4559	SBD031227	CAX66				L	NON-EXEMPT	0
Description:							PTC	24,463	Agency	FONTANA	

JURUPA AVENUE ETIWANDA TO SIERRA AVENUE CONSTRUCT 6 LANE ROAD

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	1,174	1,174	5,480	7,828	2,348	5,480						7,828
SBD CO MEASURE I	2,495		14,140	16,635	4,991	11,644						16,635
SBD031227 Total	3,669	1,174	19,620	24,463	7,339	17,124						24,463

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
ID031228	San Bernardino	SCAB	4316	SBD031228	CAX63				L	NON-EXEMPT	0
Description:							PTC	2,635	Agency	FONTANA	

ETIWANDA AVENUE RIVERSIDE COUNTY LINE TO INTERSTATE 10 WIDEN FROM 4 TO 6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	58	160	626	844		218	626					844
SBD CO MEASURE I	122	340	1,329	1,791		462	1,329					1,791
SBD031228 Total	180	500	1,955	2,635		680	1,955					2,635

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D031233	San Bernardino	SCAB	4292	SBD031233	CAX63				L	NON-FEDERAL/NON-REGIONAL	0
Description:							PTC	5,830	Agency	FONTANA	

ARROW BOULEVARD ALDER TO MAPLE AVENUE WIDEN 2 LANES TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	466	467	933	1,866			466	1,400				1,866
SBD CO MEASURE I	991	991	1,982	3,964			991	2,973				3,964
SBD031233 Total	1,457	1,458	2,915	5,830			1,457	4,373				5,830

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Local Highway, State Highway, Transit
Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031235	San Bernardino	SCAB	4286	SBD031235					L	NON-EXEMPT	0
Description:							PTC	1,265	Agency	FONTANA	

ARROW HIGHWAY ALMERIA TO CITRUS AVENUE WIDEN 2 LANES TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FEE	101	102	202	405					405			405
SBD CO MEASURE I	215	215	430	860					860			860
SBD031235 Total	316	317	632	1,265					1,265			1,265

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031246	San Bernardino	SCAB	0203	SBD031246	CAX63				L	NON-EXEMPT	0
Description:							PTC	7,218	Agency	FONTANA	

FOOTHILL BOULEVARD CITRUS AVENUE TO MAPLE AVENUE WIDEN TO STATE STANDARDS FROM 4 TO 6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	80	128	2,102	2,310	80			128	2,102			2,310
SBD CO MEASURE I	170	272	4,466	4,908	170			272	4,466			4,908
SBD031246 Total	250	400	6,568	7,218	250			400	6,568			7,218

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031248	San Bernardino	SCAB	S334	SBD031248					L	NON-EXEMPT	0
Description:							PTC	5,250	Agency	FONTANA	

FONTANA AVENUE VALLEY BOULEVARD TO MERRILL AVENUE WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FEE	420	419	840	1,679					1,679			1,679
SBD CO MEASURE I	893	893	1,785	3,571					3,571			3,571
SBD031248 Total	1,313	1,312	2,625	5,250					5,250			5,250

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D031254	San Bernardino	SCAB	0203	SBD031254	CAR63				L	NON-FEDERAL/NON-REGIONAL	0
Description:							PTC	2,065	Agency	FONTANA	

MERRILL AVENUE ALDER TO MAPLE AVENUE WIDEN FROM 2 TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	38	96	526	660		38	96	526				660
SBD CO MEASURE I	82	204	1,119	1,405		82	204	1,119				1,405
SBD031254 Total	120	300	1,645	2,065		120	300	1,645				2,065

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

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2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031259	San Bernardino	SCAB	4642	4A07225	CAR63				L	NON-FEDERAL/NON-REGIONAL	0

Description: RANDALL AVENUE ALDER AVENUE TO MAPLE AVENUE WIDEN FROM 2 TO 4 LANES

PTC 1,715 Agency FONTANA

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	38	96	414	548		38	96	414				548
SBD CO MEASURE I	82	204	881	1,167		82	204	881				1,167
SBD031259 Total	120	300	1,295	1,715		120	300	1,295				1,715

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031266	San Bernardino	SCAB	0203	SBD031266	CAX63				L	NON-FEDERAL/NON-REGIONAL	0

Description: SIERRA AVENUE FOOTHILL BOULEVARD TO BASELINE AVENUE- WIDEN FROM 4 TO 6 LANES

PTC 8,129 Agency FONTANA

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	58	1,760	784	2,602		10	48	1,760	784			2,602
SBD CO MEASURE I	122	3,740	1,665	5,527		20	102	3,740	1,665			5,527
SBD031266 Total	180	5,500	2,449	8,129		30	150	5,500	2,449			8,129

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0806	San Bernardino	SCAB		4G04027	NCN31				L	EXEMPT - 93.126	0

Description: MAIN STREET GRADE SEPARATION AT BNSF RR FROM BNSF RR TO WEST CITY LIMITS-GRADE SEPARATION (DUPLICATE PROJECT OF 200807)

PTC 20,435 Agency GRAND TERRACE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	2,752			2,752		376	376	1,000	1,000			2,752
200806 Total	2,752			2,752		376	376	1,000	1,000			2,752

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0807	San Bernardino	SCAB		200807	CAR63				L	NON-EXEMPT	0

Description: MAIN STREET WIDENING - BNSF TO WEST CITY LIMITS-WIDENING FROM 1-2 LANES IN THE E/B & W/B DIRECTION-(BRIDGE WIDENING AND APPROACHES OF ABOUT 100' IN EACH DIRECTION"

PTC 384 Agency GRAND TERRACE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	44	40	300	384	44	40	300					384
200807 Total	44	40	300	384	44	40	300					384

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0808	San Bernardino	SCAB		200808	CAR63				L	NON-EXEMPT	0

Description: MT. VERNON AVEN. WIDENING - WIDEN FROM 1-2 LANES NORTHBOUND FROM RAVEN WAY TO PICO ST..

PTC 543 Agency GRAND TERRACE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	67	103	373	543	543							543

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

200808 Total		67	103	373	543	543								543

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)1105	San Bernardino	SCAB	0203	4A07268					L	NON-EXEMPT	0

Description: PTC 1,305 Agency GRAND TERRACE

MICHIGAN AVENUE WIDENING (2-4 LANES) FROM COMMERCE WAY TO MAIN STREET

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	165		1,040	1,205	165		1,040					1,205
SBD CO MEASURE I			100	100			100					100
201105 Total	165		1,140	1,305	165		1,140					1,305

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)1106	San Bernardino	SCAB	0203	4A01008	CAN67				L	NON-EXEMPT	0

Description: PTC 1,066 Agency GRAND TERRACE

COMMERCE WAY FROM MICHIGAN AVENUE TO BARTON ROAD AT VIVIENDA AVENUE. NEW ROAD - 4 LANE ROAD EXTENSION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	66			66	66							66
201106 Total	66			66	66							66

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0012	San Bernardino	MDAB		200012	NCR31				L	EXEMPT - 93.126	0

Description: PTC 2,310 Agency HESPERIA

MAPLE AVENUE FROM MARIPOSA TD. TO MAIN STREET - ROAD REHAB. - RESURFACING 2 EXISTING LANES (NO NEW LANES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	90		2,220	2,310	2,310							2,310
200012 Total	90		2,220	2,310	2,310							2,310

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)013	San Bernardino	MDAB		200013	NCR31				L	EXEMPT - 93.126	0

Description: PTC 1,975 Agency HESPERIA

MAPLE AVENUE FROM MAIN ST. TO 650' SOUTH OF CROMDALE STREET - REHABILITATION - RESURFACE 2 LANE RD. (NO NEW LANES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	90		1,885	1,975	1,975							1,975
200013 Total	90		1,885	1,975	1,975							1,975

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)209	San Bernardino	MDAB	S378	200209	CAR63				L	NON-EXEMPT	0

Description: PTC 5,900 Agency HESPERIA

N HESPERIA - PAVE ESCONDIDO ROAD FROM RANCHERO TO CEDAR (2.0 MILES). PAVE 4 LANES OF ROADWAY 2 IN EACH DIRECTION.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	200	1,700	4,000	5,900	5,900							5,900
200209 Total	200	1,700	4,000	5,900	5,900							5,900

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Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0211	San Bernardino	MDAB	S271	200211	CAX63				L	NON-EXEMPT	0
Description:							PTC	7,700	Agency	HESPERIA	

IN HESPERIA ON I STREET FROM MAIN ST. TO BEAR VALLEY RD. APPROX. 4.4 MILES - WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	300	1,900	5,500	7,700	2,200	5,500						7,700
200211 Total	300	1,900	5,500	7,700	2,200	5,500						7,700

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
084104	San Bernardino	MDAB		4AL04	TDR64				L	EXEMPT - 93.126	0
Description:							PTC	638	Agency	HESPERIA	

JOSHUA STREET PARK & RIDE EXPANSION - ON JOSHUA STREET WEST OF US 395,C ITY OF HESPERIA, EXISTING PNR HAS 188 SPACES AND NEEDS TO ADD 150 SPACES, TO INCLUDE LANDSCAPING, LIGHTING AND VARIOUS NON-CAPACITY STREET IMPROVEMENTS TO FACILITATE ADDITIONAL SPACES (toll credits to be used in eng & con phases.CMAQ added $5 in 10/11 and $67 2011/12)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	31		549	580	580							580
CITY FUNDS	26		32	58	58							58
2008 4104 Total	57		581	638	638							638

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
104	San Bernardino	MDAB		4A01155	CAR75				L	NON-EXEMPT	0
Description:							PTC	47,900	Agency	HESPERIA	

LEMON STREET/MAUNA LOA STREET-NEW RR UNDERCROSSING THAT INCLUDES CONSTRUCTION OF A NEW OVERCROSSING BRIDGE AND REALIGNMENT AND RECONSTRUCTION OF LEMON AND MAUNA LOA STREETS FROM 3RD AVE. TO JUST WEST OF E AVE.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	3,700	4,200	40,000	47,900		3,700	4,200	40,000				47,900
201104 Total	3,700	4,200	40,000	47,900		3,700	4,200	40,000				47,900

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0031276	San Bernardino	MDAB	S406	SBD031276	CAR62				L	NON-EXEMPT	0
Description:							PTC	30,058	Agency	HESPERIA	

RANCHERO ROAD 7TH AVENUE TO DANBURY REALIGN ROAD AND WIDEN FROM 2-4 LANES AND CONSTRUCT RAILROAD UNDERCROSSING

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FHWA CORRIDORS AND BORDERS PROGRAM		1,306		1,306	1,306							1,306
DEMO-SAFETEA-LU			4,000	4,000	4,000							4,000
SECTION 112			3,000	3,000	3,000							3,000
STP LOCAL			3,650	3,650	3,650							3,650
CITY FUNDS	236	3,516	13,350	17,102	17,102							17,102
STATE LOCAL PARTNER			1,000	1,000	1,000							1,000
SBD031276 Total	236	4,822	25,000	30,058	30,058							30,058

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Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031284	San Bernardino	MDAB	S273	SBD031284	CAR63				L	NON-EXEMPT	0
Description:							PTC	6,870	Agency	HESPERIA	

"I" AVENUE FROM RANCHERO RD TO MAIN ST. WIDEN FROM 2 LANES TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	270	1,500	5,100	6,870	270	1,500	5,100					6,870
SBD031284 Total	270	1,500	5,100	6,870	270	1,500	5,100					6,870

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D41289	San Bernardino	MDAB	4561	SBD41289	CAX63				L	NON-EXEMPT	0
Description:							PTC	10,000	Agency	HESPERIA	

RANCHO LAS FLORES PARKWAY -NO LANES CURRENTLY EXIST. DEVELOPER TO CONST RUCT HIGHWY 138 TO RANCHERO RD. 2 LANES IN EACH DIRECTION.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MELLO ROOS			10,000	10,000	10,000							10,000
SBD41289 Total			10,000	10,000	10,000							10,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D55025	San Bernardino	MDAB	4691	SBD55025	CAX63				L	NON-EXEMPT	0
Description:							PTC	14,500	Agency	HESPERIA	

MAIN STREET FROM I-15 TO MAPLE (PHASE 1) FROM MAPLE TO 11TH (PHASE 2) - I-15 TO SR 395 (PHASE 3); WIDEN AND RECONSTRUCT FROM 4 - 6 LANES, INCLUDING WIDENING OF BRIDGE OVER CALIFORNIA AQUEDUCT (2.75 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	1,100	2,400	11,000	14,500	14,500							14,500
SBD55025 Total	1,100	2,400	11,000	14,500	14,500							14,500

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D55028	San Bernardino	MDAB	4693	SBD55028	CAR63				L	NON-EXEMPT	0
Description:							PTC	11,000	Agency	HESPERIA	

RANCHERO RD. FROM DANBURY TO ARROWHEAD LAKE RD. - WIDEN FROM 2 TO 4 LANES (3 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	1,000	2,000	8,000	11,000		3,000	8,000					11,000
SBD55028 Total	1,000	2,000	8,000	11,000		3,000	8,000					11,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D55030	San Bernardino	MDAB	4693	SBD55030	CAX63				L	NON-EXEMPT	0
Description:							PTC	11,000	Agency	HESPERIA	

RANCHERO RD. FROM I-15 TO 7TH ST. - WIDEN FROM 2 TO 4 LANES (5.50 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	1,000	2,000	8,000	11,000	11,000							11,000
SBD55030 Total	1,000	2,000	8,000	11,000	11,000							11,000

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
018	San Bernardino	SCAB	S274	200018	CAR63				L	NON-EXEMPT	0
Description:							PTC	17,923	Agency	HIGHLAND	

BOULDER AV ACROSS CITY CREEK S/O BASELINE - RECONSTRUCT EXISTING BRIDGE FROM 2 TO 4 LANES; ALSO WIDEN BOULDER AVE FROM 190' NORTH TO 1,430' SOUTH OF BRIDGE FROM 2-4 LANES (54C0648)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL	952		14,814	15,766	15,766							15,766
DEVELOPER FEES	70			70	70							70
REDEVELOPMENT FUNDS	168		1,919	2,087	2,087							2,087
200018 Total	1,190		16,733	17,923	17,923							17,923

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
019	San Bernardino	SCAB		200019	NCR36				L	EXEMPT - 93.126	0
Description:							PTC	22,810	Agency	HIGHLAND	

BASELINE ACROSS CITY CREEK - FROM 600' W TO 600' EAST OF CITY CREEK RECONSTRUCT EXISTING BRIDGE TO INCREASE HYDRAULIC CAPACITY (NO ADDTL LANES - STILL 4) REPLACING LOW WATER XING(00I0028)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL	1,827	974	34,786	37,587	531	2,270	17,393			17,393		37,587
DEVELOPER FEES	237	126	2,253	2,616	69	294	2,253					2,616
LOCAL ADVANCE CONSTRUCTION			-17,393	-17,393						-17,393		-17,393
00019 Total	2,064	1,100	19,646	22,810	600	2,564	19,646					22,810

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
213	San Bernardino	SCAB	0203	200213	CAR63				L	NON-FEDERAL/NON-REGIONAL	0
Description:							PTC	1,571	Agency	HIGHLAND	

N 3RD ST. FROM PALM AVE. TO 5TH ST. WIDEN 3RD ST. E/O PALM AVE. FROM 2 TO 3 LANES AND EXTEND 3RD ST. EASTERLY TO CONNECT 5TH ST.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REDEVELOPMENT FUNDS	118	76	1,377	1,571	194	1,377						1,571
00213 Total	118	76	1,377	1,571	194	1,377						1,571

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1015	San Bernardino	SCAB	S275	20061015					L	NON-EXEMPT	0
Description:							PTC	10,907	Agency	HIGHLAND	

GREENSPOT ROAD BRIDGE AT SANTA ANA RIVER - GREENSPOT RD.CONSTRUCT NEW 4 LANE BRIDGE (STRIPING FOR 2 LANES) AT SAR W/ CHANNEL IMPROVMENTS-REALIGN APPROX 400' OF 2 LANE RD.(54C0368)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL	832	198		1,030	1,030							1,030
SD CO MEASURE I	108		9,769	9,877	9,877							9,877
061015 Total	940	198	9,769	10,907	10,907							10,907

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

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2013 FTIP (FY 2012/2013 - FY 2017/2018)
Local Highway, State Highway, Transit
Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)82402	San Bernardino	SCAB	0203	4A07308	CAX60				L	NON-EXEMPT	0
Description:							PTC	1,200	Agency	HIGHLAND	

WIDEN BASE LINE BETWEEN CHURCH AVE. AND SEINE AVE. FROM 4-6 LANES (EXCLUDING FREEWAY BRIDGE OVER SR210)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REDEVELOPMENT FUNDS	80		1,120	1,200		80	1,120					1,200
20082402 Total	80		1,120	1,200		80	1,120					1,200

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)853	San Bernardino	SCAB	0203	200853	CAR63				L	NON-EXEMPT	0
Description:							PTC	15,700	Agency	HIGHLAND	

GREENSPOT FROM BOULDER AVE. TO SR210 - WIDEN FROM 4-6 LANES (0.80)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	736	390	14,574	15,700	15,700							15,700
200853 Total	736	390	14,574	15,700	15,700							15,700

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1103	San Bernardino	SCAB	0203	4A01387	CAR62				L	NON-EXEMPT	0
Description:							PTC	13,587	Agency	HIGHLAND	

WIDEN 5TH STREET FROM 2 TO 4 LANES BETWEEN DEL ROSA DR AND PALM AVENUE; CONSTRUCT NEW TRAFFIC SIGNAL AT 5TH/CENTRAL INTERSECTION; WIDEN 5TH ST AT SR210 FREEWAY UNDERCROSSING FROM 4 TO 5 LANES; ADD TURN LANE, MODIFY RAMP TERMINI; SHOULDER IMPROVEMENTS ON DEL ROSA DR BETWEEN 3RD ST AND 5TH ST (NO ADDITIONAL LANES);

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS		1,900	11,687	13,587	13,587							13,587
2011103 Total		1,900	11,687	13,587	13,587							13,587

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1104	San Bernardino	SCAB	0203	4OM0701	NCR31				L	EXEMPT - 93.126	0
Description:							PTC	3,195	Agency	HIGHLAND	

VICTORIA AVE FROM 3RD ST. TO 6TH ST. - SHOULDER IMPROVEMENTS (NO WIDENING)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REDEVELOPMENT FUNDS	240	320	2,635	3,195	240	320	2,635					3,195
2011104 Total	240	320	2,635	3,195	240	320	2,635					3,195

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1105	San Bernardino	SCAB		4OM0701	NCR31				L	EXEMPT - 93.126	0
Description:							PTC	818	Agency	HIGHLAND	

PALM AVE. FROM 3RD ST. TO 5TH ST. - SHOULDER IMPROVEMENTS (NO WIDENING)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REDEVELOPMENT FUNDS	62	24	732	818		86	732					818
2011105 Total	62	24	732	818		86	732					818

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1156	San Bernardino	SCAB		20061014	CAX63				L	NON-EXEMPT	0
Description:							PTC	22,530	Agency	HIGHLAND	

GREENSPOT RD. FROM SANTA PAULA ST. TO 2,600' S/O SANTA ANA RIVER - WIDEN FROM 2-4 LANES WITH MEDIAN (2.2 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	787	520	9,056	10,363			1,307	9,056				10,363
SBD CO MEASURE I	925	600	10,642	12,167			1,525	10,642				12,167
201156 Total	1,712	1,120	19,698	22,530			2,832	19,698				22,530

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1180	San Bernardino	SCAB		4A07214	CAX63				L	NON-EXEMPT	0
Description:							PTC	673	Agency	HIGHLAND	

DEL ROSA DRIVE FROM 5TH STREET TO 6TH STREET-WIDEN FROM 2 TO 4 LANES (0.2 MILES)FORMERLY PART OF PROJECT ID 200852

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	63	42	568	673	63		42	568				673
201180 Total	63	42	568	673	63		42	568				673

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
182	San Bernardino	SCAB		4A07142	CAX63				L	NON-EXEMPT	0
Description:							PTC	798	Agency	HIGHLAND	

TIPPECANOE AVENUE FROM 3RD STREET TO 5TH STREET - WIDEN FROM 2-4 LANES (0.3 MILES)FORMERLY PART OF PROJECT ID 200852

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	61	30	707	798	61		30	707				798
201182 Total	61	30	707	798	61		30	707				798

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
183	San Bernardino	SCAB	0203	4A01368	CAX63				L	NON-EXEMPT	0
Description:							PTC	5,255	Agency	HIGHLAND	

TH ST FROM TIPPECANOE AVENUE TO DEL ROSA DR.-WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ITY FUNDS	441	732	4,082	5,255	441		732	4,082				5,255
01183 Total	441	732	4,082	5,255	441		732	4,082				5,255

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
85	San Bernardino	SCAB	0203	REG0702	NCR31				L	NON-EXEMPT	0
escription:							PTC	1,592	Agency	HIGHLAND	

RD STREET FROM VICTORIA AVENUE TO PALM AVENUE - SHOULDER IMPROVEMENTS (REMAINS 4 LANES) (1 MILE)FORMERLY PART OF PROJECT ID 200430

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EDEVELOPMENT FUNDS	127		1,465	1,592		127	1,465					1,592
01185 Total	127		1,465	1,592		127	1,465					1,592

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2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1186	San Bernardino	SCAB	0203	REG0701	NCR88				L	NON-EXEMPT	0
Description:							PTC	6,536	Agency	HIGHLAND	

SR 210 RAMPS AT BASE LINE-RAMP WIDENING - ADD LANES WIDEN ON AND OFF RAMPS AT SOUTHBOUND SR-210/BASE LINE I/C

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	3,268			3,268				327	2,941			3,268
SBD CO MEASURE I	3,268			3,268				327	2,941			3,268
201186 Total	6,536			6,536				654	5,882			6,536

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1187	San Bernardino	SCAB	0203	REG0701	NCR88				L	NON-EXEMPT	0
Description:							PTC	4,150	Agency	HIGHLAND	

BASE LINE BETWEEN SR-210 RAMPS - WIDEN FROM 4 LANES TO 6 LANES (0.1 MILES)WIDEN SR-210 BRIDGE ON BASE LINE FROM 4 LANES TO 6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	34	100	1,547	1,681	34	100	1,547					1,681
SBD CO MEASURE I	184		2,285	2,469	184		2,285					2,469
201187 Total	218	100	3,832	4,150	218	100	3,832					4,150

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
191	San Bernardino	SCAB		4OM0701	CAX62				L	NON-EXEMPT	0
Description:							PTC	583	Agency	HIGHLAND	

BASE LINE FROM SEINE AVENUE TO STONEY CREEK DRIVE - WIDEN FROM 4-6 LANES (0.2 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	43	47	493	583			90	493				583
201191 Total	43	47	493	583			90	493				583

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
055031	San Bernardino	SCAB	0203	SBD55031	CAX63				L	NON-FEDERAL/NON-REGIONAL	0
Description:							PTC	1,078	Agency	HIGHLAND	

ALABAMA STREET FROM 3RD STREET TO SOUTH CITY LIMITS - WIDEN FROM 2 TO 3 S/B LANES (0.25 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
PRIVATE FUNDS	68	40	970	1,078				108	970			1,078
SBD55031 Total	68	40	970	1,078				108	970			1,078

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
055033	San Bernardino	SCAB	0203	SBD55033	CAX63				L	NON-FEDERAL/NON-REGIONAL	0
Description:							PTC	2,350	Agency	HIGHLAND	

BOULDER AVE. FROM GREENSPOT TO SOUTH CITY LIMITS - WIDEN FROM 2-4 LANES (0.60 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REDEVELOPMENT FUNDS	235		2,115	2,350			235		2,115			2,350

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

BD55033 Total	235	2,115	2,350						235	2,115			2,350

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
403	San Bernardino	SCAB	S338	200403	CAX67				L	NON-EXEMPT	0
Description:							PTC	9,153	Agency	LOMA LINDA	

EVANS/WEST STREET FROM REDLANDS BLVD TO BARTON -CONSTRUCT 4 NEW LANES, A N/S ARTERIAL ROADWAY FROM REDLANS BLVD TO BARTON, WEST OF ANDERSON ST.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EMO - TEA 21	1,000			1,000	1,000							1,000
ITY FUNDS	250			250	250							250
00403 Total	1,250			1,250	1,250							1,250

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
801	San Bernardino	SCAB		200801	CAR63				L	NON-EXEMPT	0
Description:							PTC	650	Agency	LOMA LINDA	

TEWART STREET WIDENING WIDEN FROM 2-4 LANES FROM ANDERSON TO CAMPUS ST.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ITY FUNDS	150		500	650	150	500						650
00801 Total	150		500	650	150	500						650

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
031294	San Bernardino	SCAB		SBD031294	NCRH1				L	EXEMPT - 93.127	0
Description:							PTC	6,000	Agency	LOMA LINDA	

EDLANDS BOULEVARD AT CALIFORNIA STREET WIDEN INTERSECTION AND INSTALL TRAFFIC SIGNALS AND DRAINAGE AND CURB AND GUTTERS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TY FUNDS	90		1,000	1,090		90	1,000					1,090
D CO MEASURE I			100	100			100					100
BD031294 Total	90		1,100	1,190		90	1,100					1,190

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
031295	San Bernardino	SCAB	4152	SBD031295	CAR63				L	NON-EXEMPT	0
Description:							PTC	690	Agency	LOMA LINDA	

RTON ROAD EAST CITY LIMITS TO WEST CITY LIMITS WIDEN FROM 4 LANES TO 6 LANES SPOT WIDENINGS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TY FUNDS	65	25	600	690			65		25	600		690
D031295 Total	65	25	600	690			65		25	600		690

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
31296	San Bernardino	SCAB	4154	SBD031296	CAR63				L	NON-EXEMPT	0
Description:							PTC	6,850	Agency	LOMA LINDA	

DLANDS BOULEVARD EAST CITY LIMITS TO WEST CITY LIMITS WIDEN FROM 4 LANES TO 6 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
Y FUNDS	350	3,000	3,500	6,850			6,850					6,850

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit
Cost in Thousands

SBD031296 Total	350	3,000	3,500	6,850					6,850				6,850

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
ID31876	San Bernardino	SCAB	4378	SBD31876	CAR63				L	NON-EXEMPT	0
							PTC	1,090	Agency	LOMA LINDA	

Description:
CALIFORNIA STREET BARTON ROAD TO REDLANDS BOULEVARD WIDEN FROM 2 TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	90		1,000	1,090		20	70	1,000				1,090
SBD31876 Total	90		1,000	1,090		20	70	1,000				1,090

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0021	San Bernardino	SCAB		200021	NCN31				L	EXEMPT - 93.126	0
							PTC	22,408	Agency	MONTCLAIR	

Description:
RAMONA AV AT STATE ST - RAILROAD CROSSING GRADE SEPARATION-FUNDED WITH TCRP (PART OF ALAMEDA CORRIDOR STUDY) (CA505)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			1,590	1,590	1,590							1,590
DEMO-SAFETEA-LU			1,600	1,600	1,600							1,600
AB BOARD			500	500	500							500
CITY FUNDS	970	1,430		2,400	2,400							2,400
ADV CONSTR. PROJECTS OF NAT'L AND REG'L SIGNIFICANCE			7,500	7,500	7,500							7,500
PRIVATE FUNDS			770	770	770							770
STATE PUC		2,300	2,700	5,000	5,000							5,000
TRAFFIC CONGESTION RELIEF			3,048	3,048	3,048							3,048
200021 Total	970	3,730	17,708	22,408	22,408							22,408

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
010135	San Bernardino	SCAB		RRC0702	NCN31				L	EXEMPT - 93.126	0
							PTC	18,100	Agency	MONTCLAIR	

Description:
MONTE VISTA AVENUE @ UNION PACIFIC RAILROAD CROSSING - GRADE SEPARATION PART OF ALAMEDA CORRIDOR GRADE SEPARATION PROJECTS FUNDED WITH TCRP #55.1(CA505)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU	1,600			1,600	1,600							1,600
PROJECTS OF NATIONAL AND REGIONAL SIGNIFICANCE			10,000	10,000		10,000						10,000
PRIVATE FUNDS	1,500			1,500	1,500							1,500
STATE PUC			5,000	5,000		5,000						5,000
20010135 Total	3,100		15,000	18,100	3,100	15,000						18,100

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
55034	San Bernardino	SCAB		SBD55034	NCR31				L	EXEMPT - 93.126	0
escription:							PTC	8,560	Agency	MONTCLAIR	

MISSION BLVD. FROM LA COUNTY LINE TO BENSON AVE (2.2 MILES) RECONSTRUCT RDWAY, LANDSCAPE MEDIAN ISLANDS, STORM DRAINS, UPGRADED SIGNALS (NO ADDTL LANES) (T21-60)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RRA - TRANSPORTATION NHANCEMENT			1,300	1,300	1,300							1,300
EMO - TEA 21			500	500	500							500
ONDS - LOCAL	600		3,200	3,800	3,800							3,800
RIVATE FUNDS			500	500	500							500
BD CO MEASURE I	820		1,640	2,460	2,460							2,460
BD55034 Total	1,420		7,140	8,560	8,560							8,560

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0804	San Bernardino	MDAB	0203	4A0801	CAR62				L	NON-EXEMPT	0
escription:							PTC	24,817	Agency	NEEDLES	

40/AZ95 CONNECTOR- J ST. FROM I-40 OFFRAMPS TO W. BROADWY;NEEDLES HGWY FROM W. BROADWY TO N.K ST; N.K ST FROM NEEDLES TO AZ 95-WIDEN 2-4 LNS-INTERSCTN& ORRIDOR IMPRVT.

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
HWA CORRIDORS AND ORDERS PROGRAM	2,913			2,913	2,913							2,913
ECTION 112		1,980		1,980	1,980							1,980
TY FUNDS	350	2,020	17,554	19,924	19,924							19,924
040804 Total	3,263	4,000	17,554	24,817	24,817							24,817

o - ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0139	San Bernardino	SCAB		4G0106	NCN31				L	EXEMPT - 93.126	0
escription:							PTC	73,983	Agency	ONTARIO	

ONTARIO: ON MILLIKEN AT UNION PACIFIC RAILROAD - GRADE SEPARATION - PART OF ALAMEDA CORRIDOR STUDY - TCRP #55.2

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TY FUNDS			13,607	13,607	13,607							13,607
IVATE FUNDS			3,580	3,580	3,580							3,580
ATE PUC			5,000	5,000	5,000							5,000
ATE CASH - RIP			45,089	45,089	45,089							45,089
AFFIC CONGESTION RELIEF	3,557	3,150		6,707	6,707							6,707
010139 Total	3,557	3,150	67,276	73,983	73,983							73,983

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
4	San Bernardino	SCAB	S339	4A01210	CAR63				L	NON-EXEMPT	0
scription:							PTC	9,746	Agency	ONTARIO	

LT BLVD CORRIDOR WIDENING FROM BENSON AVE. TO VINEYARD AVE. WIDEN ROAD FROM 4-6 LANES INCLUDING TRAFFIC SIGNAL MODIFICATIONS AND RESTRIPING

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
Y FUNDS	440		3,848	4,288				440	3,848			4,288

SBD CO MEASURE I	560	4,898	5,458							560	4,898		5,458
200404 Total	1,000	8,746	9,746							1,000	8,746		9,746

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)405	San Bernardino	SCAB		200405	NCN31				L	EXEMPT - 93.126	0

Description: PTC 73,234 Agency ONTARIO

S. MILLIKEN AVE. GRADE SEPARATION - ON MILLIKEN FROM UPR TO NORTH OF MISSION BLVD. RR GRADE SEP-CONSTRUCT O/C/U/C AT RR-REALIGNMENT OF STS TO MEET O/CROSSING & INTERSTN IMPROVMTS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	949	1,044	12,534	14,527	1,993		12,534					14,527
SBD CO MEASURE I	4,396	4,177	35,613	44,186	8,573		35,613					44,186
TRAFFIC CONGESTION RELIEF			14,521	14,521			14,521					14,521
200405 Total	5,345	5,221	62,668	73,234	10,566		62,668					73,234

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
804	San Bernardino	SCAB	0203	200804					L	NON-EXEMPT	0

Description: PTC 57,932 Agency ONTARIO

SOUTH ARCHIBALD AVE. GRADE SEPARATION (AT MISSION BLVD) CONSTRUCT A HIGHWAY AND RR GRADE SEPARTION AT EXISTING AT-GRADE CROSSING SOUTH OF ARCHIBALD AND THE UPPR LA LINE-PROJECT TO BUILD NEW FLY-OVER BRIDGE FOR RR - WIDENING FROM 2-6 LANES 3 LANES IN EACH DIRECTION AND LEFT AND RIGHT TURN LANES;DRAINAGE IMPROVMENTS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	400	567	13,916	14,883	967	13,916						14,883
SBD CO MEASURE I	1,600	2,266	38,433	42,299	3,866	38,433						42,299
200804 Total	2,000	2,833	52,349	57,182	4,833	52,349						57,182

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
805	San Bernardino	SCAB		4GL04	NCN31				L	EXEMPT - 93.126	0

Description: PTC 46,469 Agency ONTARIO

NORTH VINEYARD AVE. GRADE SEPARATION - BETWEEN HOLT BLVD AND AIRPORT DR. BUILDING RR BRIDGE FLYOVER-NO LANES ADDED TO ARTERIALS. THE GRADE SEP. IS AT THE UP RR ALHAMBRA LINE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	759	120	8,415	9,294	879		8,415					9,294
SBD CO MEASURE I	3,036	480	26,775	30,291	3,516		26,775					30,291
TRAFFIC CONGESTION RELIEF			6,884	6,884			6,884					6,884
00805 Total	3,795	600	42,074	46,469	4,395		42,074					46,469

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
031315	San Bernardino	SCAB	0203	SBD031315	CAX63				L	NON-EXEMPT	0

Description: PTC 50,000 Agency ONTARIO

MISSION BOULEVARD GROVE TO HAVEN WIDEN FROM 4 LANES TO 6 LANES ,LANDSCAPED MEDIAN AND STORM DRAIN(3.3 MI) (T21-#60) SEG.1 ARCHIBALD TO HAVEN AND SEG.2- GROVE TO ARCHIBALD

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EMO - TEA 21		1,050		1,050	1,050							1,050
ITY FUNDS		450		450	450							450
EVELOPER FEES			5,808	5,808			5,808					5,808

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

SBD CO MEASURE I				7,392	7,392				7,392					7,392
SBD031315 Total			1,500	13,200	14,700	1,500			13,200					14,700

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D59004	San Bernardino	SCAB	4651	SBD59004	CAR63				L	NON-FEDERAL/NON-REGIONAL	0
Description:							PTC	12,300	Agency	ONTARIO	

FRANCIS ST. FROM BON VIEW AVE TO GROVE WIDENING 2 TO 4 LANES (STORM DRAIN FROM BON VIEW TO PARCO)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	750		11,550	12,300		750		11,550				12,300
SBD59004 Total	750		11,550	12,300		750		11,550				12,300

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D59006	San Bernardino	SCAB	0203	SBD59006	CAX61				L	NON-EXEMPT	0
Description:							PTC	10,633	Agency	ONTARIO	

GROVE AVENUE FROM STATE ST. TO 350' NORTH OF HOLT BLVD. WIDENING FROM 4 TO 6 LANES WIDENING RAILROAD BRIDGE ALSO (1,450'),LANDSCAPE RESTORATION, LEFT TURN LANES AT HOLT

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ITX FUNDS		85		85		85						85
DEVELOPER FEES		15	4,635	4,650		15	4,635					4,650
SBD CO MEASURE I			5,898	5,898			5,898					5,898
SBD59006 Total		100	10,533	10,633		100	10,533					10,633

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
023	San Bernardino	SCAB	0203	200023	CAX63				L	NON-EXEMPT	0
Description:							PTC	470	Agency	RANCHO CUCAMONGA	

HERRY AV FROM SOUTH CITY LIMITS TO WILSON AV - WIDEN FROM 2 TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	20	50	400	470			70	400				470
00023 Total	20	50	400	470			70	400				470

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0134	San Bernardino	SCAB	S280	20020134	CAX63				L	NON-EXEMPT	0
Description:							PTC	1,100	Agency	RANCHO CUCAMONGA	

RANCHO CUCAMONGA - ON ARROW RTE. FROM ETIWANDA AVENUE TO EAST STREET - WIDEN FROM 2-4 LANES (3,200 FEET)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	100		1,000	1,100		100	1,000					1,100
020134 Total	100		1,000	1,100		100	1,000					1,100

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1134	San Bernardino	SCAB		4GL04	CAX61				L	NON-EXEMPT	0
							PTC	54,050	Agency	RANCHO CUCAMONGA	

Description:

ETIWANDA AVE. GRADE SEPARATION PROJECT REPLACES AN AT-GRADE RAILROAD CROSSING AT THE INTERSECTION OF ETIWANDA AVENUE AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) RAILROAD TRACKS WITH AN OVERHEAD ROADWAY/AT GRADE RAILRAOD TRACK GRADE SEPARATION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	400	1,000	4,000	5,400	50	700	650	4,000				5,400
201134 Total	400	1,000	4,000	5,400	50	700	650	4,000				5,400

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1135	San Bernardino	SCAB	0203	4AL04					L	NON-EXEMPT	0
							PTC	4,010	Agency	RANCHO CUCAMONGA	

Description:

WILSON AVE FROM EAST AVE. TO WARDMAN BULLOCK RD. CONSTRUCTION OF A 2 LANE ROAD (ONE LANE EACH DIRECTION) WITH CURB AND GUTTER, AND STREET LIGHTS.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS		660		660	660							660
DEVELOPER FEES	463		500	963	963							963
SBD CO MEASURE I		340	2,047	2,387	2,387							2,387
201135 Total	463	1,000	2,547	4,010	4,010							4,010

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1136	San Bernardino	SCAB	0203	20010133	CAR60				L	NON-EXEMPT	0
							PTC	10,632	Agency	RANCHO CUCAMONGA	

Description:

WIDEN FOOTHILL BOULEVARD (OLD STATE ROUTE 66) BETWEEN SAN BERNARDINO ROAD AND VINEYARD AVENUE. REMOVE THE EAST UPLAND UNDERPASS BRIDGE ALSO KNOWN AS THE PACIFIC ELECTRIC RAILROAD BRIDGE, CONSTRCT A NEW PUBLIC TRAIL BRIDGE ALONG THE RAILROAD ALIGNMENT AND ADD A RAISED MEDIAN, STREET LIGHTING, SIDEWALKS AND LANDSCAPING.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FEE	104	182		286	286							286
REDEVELOPMENT FUNDS	830	25	9,491	10,346	10,346							10,346
201136 Total	934	207	9,491	10,632	10,632							10,632

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1137	San Bernardino	SCAB		4AL04	NCRH1				L	NON-EXEMPT	0
							PTC	640	Agency	RANCHO CUCAMONGA	

Description:

FOOTHILL BLVD AT ARCHIBALD AVE. INTERSECTION IMPROVEMENTS AND ADD DESIGNATED RIGHT TURN LANE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REDEVELOPMENT FUNDS	50	80	510	640	130	510						640
201137 Total	50	80	510	640	130	510						640

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit
Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
138	San Bernardino	SCAB	0203	4RL04	CAN66				L	NON-EXEMPT	0
)escription:							PTC	1,700	Agency	RANCHO CUCAMONGA	

'OUNGS CANYON RD. FROM SAN SEVAINE TO CHERRY AVE. CONSTRUCT NEW 4 LANE DIVIDED STREET

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
)EVELOPER FEES	300	100	1,300	1,700		400	1,300					1,700
01138 Total	300	100	1,300	1,700		400	1,300					1,700

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
031335	San Bernardino	SCAB		SBD031335	NCRH1				L	EXEMPT - 93.127	0
)escription:							PTC	640	Agency	RANCHO CUCAMONGA	

OOTHILL BOULEVARD AT ARCHIBALD AVENUE INTERSECTION IMPROVEMENTS (ADD RIGHT TURN LANE)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EDEVELOPMENT FUNDS	50	80	510	640	640							640
BD031335 Total	50	80	510	640	640							640

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3	San Bernardino	SCAB	4600	200035	CAX66				L	NON-EXEMPT	0
escription:							PTC	950	Agency	REDLANDS	

'ABASH AV FROM 5TH ST TO I-10 - CONSTRUCT NEW 2 LANE STREET TO I-10 TO MATCH ON AND OFF RAMPS-CONSTRUCT MISSING LINK (2 LANE IN EACH DIRECTION)-1 MILE

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RIVATE FUNDS		100	850	950				100	850			950
0035 Total		100	850	950				100	850			950

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)202	San Bernardino	SCAB	S340	20020202	NCR27				L	NON-EXEMPT	0
escription:							PTC	7,600	Agency	REDLANDS	

EDLANDS PARK ONCE PROGRAM - NEW PARKING STRUCTURE BETWEEN EUREKA AND 3RD ST. S/O STUART AND N/O RR APPROX. 200 SPACES (NOT PNR) (THIS PROJECT REPLACES 0421)

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ANS AND COMM AND SYS ESRV PILOT PROG	500			500	500							500
Y FUNDS			7,100	7,100			7,100					7,100
)20202 Total	500		7,100	7,600	500		7,100					7,600

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
9	San Bernardino	SCAB	S341	200419	CAX63				L	NON-EXEMPT	0
scription:							PTC	7,200	Agency	REDLANDS	

ABAMA STREET WIDENING - WIDEN FROM 2-4 LANES FROM NORTH CITY LIMITS TO 3,000 FT. NORTH PALMETTO

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
Y FUNDS	700	500	6,000	7,200		700	500	6,000				7,200
419 Total	700	500	6,000	7,200		700	500	6,000				7,200

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0420	San Bernardino	SCAB	S342	200420	CAX63				L	NON-EXEMPT	0
							PTC	540	Agency	REDLANDS	

Description:

ORANGE STREET WIDENING - FROM NORTH CITY LIMITS TO RIVERVIEW DRIVE - WIDEN STREET FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	60		87	147			147					147
SBD CO MEASURE I			393	393				393				393
200420 Total	60		480	540			147	393				540

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
081704	San Bernardino	SCAB		4GL04	NCRH4				L	EXEMPT - 93.127	0
							PTC	13,317	Agency	REDLANDS	

Description:

I-10/ALABAMA AND REDLANDS BLVD AND ALABAMA COLTON INTERSECTION IMPROVEMENTS - WIDEN INTERSECTION APPROACHES ON ALL FOUR LEGS OF REDLANDS/ALABAMA BLVD ST. INTERSECTION ADD DUAL LEFT TURN LANES. REALIGN ALABAMA ST ON NORTH SIDE OF INTERSECTION TO ELIMINATE THE 23' HORIZONTAL OFFSET AT INTERSECTION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES			500	500	500							500
SBD CO MEASURE I	79	338	12,400	12,817	417	12,400						12,817
20081704 Total	79	338	12,900	13,317	917	12,400						13,317

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1113	San Bernardino	SCAB		4GL04	LUM01				L	NON-EXEMPT	0
							PTC	540	Agency	REDLANDS	

Description:

ORANGE STREET FROM LUGONIA TO SAN BERNARDINO AVE. -WIDEN THE EAST SIDE OF THE STREET TO REMOVE A RESTRICTION IN THE ROADWAY TRAVEL AREA. PROJECT INCLUDES ROAD PAVING, CURB AND GUTTER, SIDEWALK, STREET LIGHTING, STRIPING AND MARKING, AND LANDSCAPE IMPROVEMENTS. THE PROJECT WILL IMPROVE PEDESTRIAN AND VEHICULAR SAFE TRAVEL AND CIRCULATION.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	60		87	147			60	87				147
SBD CO MEASURE I			393	393				393				393
201113 Total	60		480	540			60	480				540

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D58044	San Bernardino	SCAB	S287	SBD58044	CAR63				L	NON-EXEMPT	0
							PTC	525	Agency	REDLANDS	

Description:

CITRUS AVENUE AUBURN CT. TO WABASH AVENUE WIDEN FROM 2 TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SBD CO MEASURE I	70		455	525			70	455				525
SBD58044 Total	70		455	525			70	455				525

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
2170	San Bernardino	SCAB	0203	2002170	CAX63				L	NON-EXEMPT	0
lescription:							PTC	15,000	Agency	RIALTO	

EPPER AVE: FOOTHILL BLVD TO SR 210 -- WIDEN EXISTING 2 LANES TO 4 LANES (2 EACH DIR)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ITY FUNDS	2,000	1,000	12,000	15,000	15,000							15,000
002170 Total	2,000	1,000	12,000	15,000	15,000							15,000

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
03	San Bernardino	SCAB	0203	200603	CAR60				L	NON-EXEMPT	0
escription:							PTC	37,575	Agency	RIALTO	

IVERSIDE AVE. OVER METROLINK AND BNSF RY, 0.1 MI S OF I-10 REMOVE AND REPLACE EXISTING 5 LANE BRIDGE WITH 7 LANE BRIDGE (PA&ED ONLY) SCOPING FOR PORJECT. HIGH OST PROJECT AGREEMENT REQUIRED PRIOR TO PE AUTHORIZATION.(#54C0062)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RIDGE - LOCAL	66		33,198	33,264	66					33,198		33,264
TY FUNDS	9		4,301	4,310	9					4,301		4,310
0603 Total	75		37,499	37,574	75					37,499		37,574

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
123	San Bernardino	SCAB		4AL04	CAR63				L	NON-EXEMPT	0
scription:							PTC	8,706	Agency	RIALTO	

OTHILL BLVD FROM EAST CITY LIMITS TO WEST CITY LIMITS -WIDEN FROM 4 TO 6 LANES

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
Y FUNDS	1,501	1,201	6,004	8,706	2,702		6,004					8,706
11123 Total	1,501	1,201	6,004	8,706	2,702		6,004					8,706

ectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
31361	San Bernardino	SCAB	4660	SBD031361	CAX63				L	NON-EXEMPT	0
scription:							PTC	2,047	Agency	RIALTO	

ALA DRIVE BASELINE ROAD TO SR210 WIDEN FROM 2 LANES TO 4 LANES

d	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
HWAY SAFETY ROVEMENT PROGRAM	261		786	1,047	261	786						1,047
Y FUNDS			1,000	1,000		1,000						1,000
031361 Total	261		1,786	2,047	261	1,786						2,047

ectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
209	San Bernardino	MDAB	S380	20040209	NCR30				L	NON-EXEMPT	0
cription:							PTC	2,154	Agency	SAN BERNARDINO COUNTY	

L TRAILS HIWAY FROM BRYMAN RD S/O MORNING GLORY ST. TO BRYMAN TO N O MARIGOLD- WIDEN EXISTG 2 LN RD FOR PASSING LNS - 1 IN EA DIRECT., INCL TRANSITIONS Y (CO 200106)

d	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
LOCAL	310			310	310							310

COUNTY	40	137	1,667	1,844	1,844								1,844
20040209 Total	350	137	1,667	2,154	2,154								2,154

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
40210	San Bernardino	MDAB		20040210	CAR63				L	NON-EXEMPT	0
Description:							PTC	21,000	Agency	SAN BERNARDINO COUNTY	

SUMMIT VALLEY ROAD - FROM SH138 TO RANCHERO ROAD-WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
PUBLIC LAND HWYS	2,152			2,152	2,152							2,152
COUNTY	126			126	126							126
20040210 Total	2,278			2,278	2,278							2,278

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
407	San Bernardino	MDAB	S381	200407	CAN74				L	NON-EXEMPT	0
Description:							PTC	2,826	Agency	SAN BERNARDINO COUNTY	

FLAMINGO HEIGHTS LANDERS ROAD IMPROVEMTS-SH 247 PIPES WASH TO JOHNSON VALLEY-WIDEN TO ACCOMMODATE PASSING LANES WITH TURN POCKETS (SAME AS 20061705)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STP-LOCAL - REGIONAL			2,000	2,000		2,000						2,000
COUNTY	26		800	826	226	600						826
200407 Total	26		2,800	2,826	226	2,600						2,826

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
408	San Bernardino	SCAB	S382	200408	CAN66				L	NON-EXEMPT	0
Description:							PTC	3,000	Agency	SAN BERNARDINO COUNTY	

CUMBERLAND DRIVE EXTENSION - SH 18 NORTH TO CUMBERLAND DRIVE -PAVE NEW ROAD - 1 LANE IN EACH DIRECTION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EE	800	700	1,500	3,000		500	1,000	1,500				3,000
00408 Total	800	700	1,500	3,000		500	1,000	1,500				3,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
40826	San Bernardino	SCAB		20040826	CAY61				L	EXEMPT - 93.126	0
Description:							PTC	29,000	Agency	SAN BERNARDINO COUNTY	

LEN HELEN PARKWAY AT UPRR AND BNSF- GRADE SEPARATION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EE	2,000	8,000	11,150	21,150	21,150							21,150
RADE CORRIDOR PROGRAM			7,200	7,200	7,200							7,200
0040826 Total	2,000	8,000	18,350	28,350	28,350							28,350

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
409	San Bernardino	SCAB	S345	200409	CAR75				L	NON-EXEMPT	0
)escription:							PTC	8,829	Agency	SAN BERNARDINO COUNTY	

:HERRY AVE. AT SCRRA RR CROSSING - WIDEN BRIDGE FROM 4-6 LANES ON CHERRY OVER RR CROSSING (FROM MERRILL TO WHITTRAM)

'und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
:OUNTY	808	1,192	6,829	8,829	808		1,192	6,829				8,829
:00409 Total	808	1,192	6,829	8,829	808		1,192	6,829				8,829

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
410	San Bernardino	SCAB	S346	200410	CAX61				L	NON-EXEMPT	0
lescription:							PTC	7,291	Agency	SAN BERNARDINO COUNTY	

:HERRY AVE. WIDENING FROM WHITTRAM TO FOOTHILL BLVD. -WIDEN 4-6 LANES

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EDEVELOPMENT FUNDS		1,500	5,500	7,000	7,000							7,000
BD CO MEASURE I	291			291	291							291
)0410 Total	291	1,500	5,500	7,291	7,291							7,291

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
14	San Bernardino	MDAB		200414	CAN66				L	EXEMPT - 93.126	0
escription:							PTC	22,000	Agency	SAN BERNARDINO COUNTY	

N DUNCAN ROAD FROM OASIS EAST TO BALDY MESA PAVE DIRT ROADS 1 LANE IN EACH DIRECTION INCLUDING STOP SIGNS AT RR CROSSING

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
:E	300		3,600	3,900	3,900							3,900
)0414 Total	300		3,600	3,900	3,900							3,900

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
19	San Bernardino	SCAB	S383	200619	CAR63				L	NON-EXEMPT	0
scription:							PTC	35,682	Agency	SAN BERNARDINO COUNTY	

.EN HELEN PARKWAY - FROM 0.2 MILES WEST OF CAJON CREEK TO 0.2 MILES EAST OF CAJON CREEK-REPLACE 36' WIDE 48' LONG 2 LN BRIDGE OVER CAJON CREEK W/ 102', 526'LONG 4 BRIDGE (54C0025)

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
IDGE - LOCAL	1,172	584	15,824	17,580	1,756					15,824		17,580
UNTY	152	76	2,050	2,278	228	2,050						2,278
CAL ADVANCE NSTRUCTION			1	1		15,824				-15,823		1
)619 Total	1,324	660	17,875	19,859	1,984	17,874				1		19,859

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)80801	San Bernardino	MDAB	4AL04		LUM02				L	EXEMPT - 93.126	0
Description:							PTC	2,165	Agency	SAN BERNARDINO COUNTY	

AMBOY RD: OVERLAY PAVEMENTSAN BERNARDINO COUNTY - LUMP SUM MAINTENANCE AND REHAB. PROJECTS FOR LOCAL PROJECTS WITH SAN BERNARDINO COUNTY. ALL PROJECTS FALL UNDER THE 23 CFR 450.324 (F) AND ARE UNDER THE EXEMPT PROJECT LISTING 40 CFR PART 93

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ARRA - REGIONAL SURFACE TRANSPORTATION PROGRAM			1,235	1,235	1,235							1,235
COUNTY	30		900	930	930							930
20080801 Total	30		2,135	2,165	2,165							2,165

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)810	San Bernardino	MDAB		200810	CAN65				L	NON-EXEMPT	0
Description:							PTC	2,910	Agency	SAN BERNARDINO COUNTY	

BAKER BLVD. BRIDGE - OVER MOJAVE RIVER, 0.2 MI SW OF DEATH VALLEY RD REPLACE 2 LANE BRIDGE W 4 LANE BRIDGE (BRIDGE NO 54C0127)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL	191		2,385	2,576	191					2,385		2,576
COUNTY	25		309	334	25		309					334
LOCAL ADVANCE CONSTRUCTION							2,385			-2,385		
200810 Total	216		2,694	2,910	216		2,694					2,910

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
815	San Bernardino	SCAB		200815	CAR63				L	NON-EXEMPT	0
Description:							PTC	11,025	Agency	SAN BERNARDINO COUNTY	

RANCHERO ST. FROM .3 M E/O MARIPOSA TO HESPERIA CL (3 MILES)-WIDEN 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	1,150	1,000	8,875	11,025	2,150	8,875						11,025
200815 Total	1,150	1,000	8,875	11,025	2,150	8,875						11,025

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
816	San Bernardino	MDAB		200816	CAR63				L	NON-EXEMPT	0
Description:							PTC	20,000	Agency	SAN BERNARDINO COUNTY	

ROCK SPRINGS RD. FROM 0.25 MI. E/O GLENDALE AVE. TO KIOWA (1.86 MILES) WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	1,500	600		2,100	900	1,200						2,100
200816 Total	1,500	600		2,100	900	1,200						2,100

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
824	San Bernardino	SCAB		200824	CAR63				L	NON-EXEMPT	0
Description:							PTC	6,300	Agency	SAN BERNARDINO COUNTY	

STATE STREET FROM ADAMS NORTH TO NOLAN/SHORT ST. (1.44 MILES) WIDEN FROM 2-4 LANES - GRADE SEPARATION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	306	1,006	56	1,368	1,368							1,368
GENERAL FUNDS	300			300	300							300
SBD CO MEASURE I	30	494	4,108	4,632	4,632							4,632
200824 Total	636	1,500	4,164	6,300	6,300							6,300

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
835	San Bernardino	SCAB		200835	CAR63				L	NON-EXEMPT	0
Description:							PTC	3,665	Agency	SAN BERNARDINO COUNTY	

SAN BERNARDINO AVE. FROM CHERRY AVE. TO FONTANA CITY LIMITS (LIME AVE.) (1.25 MILES)-WIDEN 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	665		1,400	2,065	2,065							2,065
REDEVELOPMENT FUNDS	400		1,200	1,600	1,600							1,600
00835 Total	1,065		2,600	3,665	3,665							3,665

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
836	San Bernardino	MDAB		4A07089	CAR63				L	NON-EXEMPT	0
Description:							PTC	4,325	Agency	SAN BERNARDINO COUNTY	

ATES RD. FROM .24 MILE NORTH OF CHINQUAPIN TO .02 MILES SOUTH OF FORTUNA (1.5 MILES) -WIDEN 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	1,150	775	2,400	4,325	300	1,625	2,400					4,325
00836 Total	1,150	775	2,400	4,325	300	1,625	2,400					4,325

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
837	San Bernardino	MDAB		200837	CAX61				L	NON-EXEMPT	0
Description:							PTC	50,000	Agency	SAN BERNARDINO COUNTY	

STA ROAD GRADE SEPARATION-WIDEN 2-4 LANES AND CONSTRUCT GRADE SEPARATION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SBD CO MEASURE I	1,900			1,900		1,900						1,900
00837 Total	1,900			1,900		1,900						1,900

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
843	San Bernardino	SCAB		200843	CAX63				L	NON-EXEMPT	0
Description:							PTC	5,650	Agency	SAN BERNARDINO COUNTY	

CHE CANYON RD. FROM 1.20 MILES OF S. BARTON ROAD TO 0.42 MILES SOUTH OF BARTON RD (.078 MILES)-WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	1,050	1,500	3,100	5,650	250	2,300	3,100					5,650

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

200843 Total		1,050	1,500	3,100	5,650	250	2,300	3,100						5,650

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)857	San Bernardino	SCAB		200857	CAR63				L	NON-EXEMPT	0
Description:							PTC	5,450	Agency	SAN BERNARDINO COUNTY	

MONTE VISTA AVE. FROM PHILLIPS BLVD. TO MISSION BLVD (0.5 MILES)-WIDENING FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	450	2,000	3,000	5,450		200	2,250	3,000				5,450
200857 Total	450	2,000	3,000	5,450		200	2,250	3,000				5,450

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
10603	San Bernardino	MDAB		200816	CAX60				L	NON-EXEMPT	0
Description:							PTC	18,533	Agency	SAN BERNARDINO COUNTY	

ROCK SPRINGS ROAD OVER MOJAVE RIVER, .9 MILES E ARROWHEAD LK RD. REPLACE TWO LANE LOW WATER CROSSING WITH NEW 4 LANE BRIDGE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL	1,172	584	14,651	16,407	1,172	584		14,651				16,407
COUNTY	152	76	1,898	2,126	152	76		1,898				2,126
20[illegible]0603 Total	1,324	660	16,549	18,533	1,324	660		16,549				18,533

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
11804	San Bernardino	MDAB		0A6410	LUM02				L	EXEMPT - 93.126	0
Description:							PTC	10,000	Agency	SAN BERNARDINO COUNTY	

NATIONAL TRAILS HIGHWAY REPAVING - OVERLAY BETWEEN VICTORVILLE CITY LIMITS AND BARSTOW CITY LIMITS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BONDS - LOCAL	750			750	750							750
20111804 Total	750			750	750							750

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
150	San Bernardino	SCAB		4A01285	CAR63				L	NON-EXEMPT/NOT IN RTP	0
Description:							PTC	650	Agency	SAN BERNARDINO COUNTY	

LOVER AVENUE FROM CEDAR AVE. EAST TO LARCH AVE. WIDEN FROM 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BD CO MEASURE I	200		450	650	650							650
01150 Total	200		450	650	650							650

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
61	San Bernardino	SCAB		4A01285	CAR62				L	NON-EXEMPT	0
Description:							PTC	3,218	Agency	SAN BERNARDINO COUNTY	

LOVER AVE: FROM ALDER AVE EAST TO LINDEN AVENUE WIDEN 2-4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
COUNTY		250	2,368	2,618	2,618							2,618
BD CO MEASURE I	200		400	600	600							600

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)
Local Highway, State Highway, Transit
Cost in Thousands

:01161 Total		200	250	2,768	3,218	3,218							3,218

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
190	San Bernardino	SCAB		REG0702					L	NON-EXEMPT	0
)escription:							PTC	2,476	Agency	SAN BERNARDINO COUNTY	

ANZIT DITCH BRIDGE: REPLACE 2 LANE BRIDGE WITH 2 LANE BRIDGE2008 RTIP PROJECT NUMBER: 20083303

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
OUNTY	30		234	264	264							264
BRR - STATE	235		1,801	2,036	2,036							2,036
01190 Total	265		2,035	2,300	2,300							2,300

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
031426	San Bernardino	MDAB		SBD031426	NCRH4				L	NON-EXEMPT	0
escription:							PTC	65,500	Agency	SAN BERNARDINO COUNTY	

EEDLES HIGHWAY FROM 'N' STREET TO NEVADA STATE LINE-REALIGN, REHABILITATE, WIDEN SHOULDERS, TURN LANES, PASSING LANES, AND ACCELERATION LANES (1 LANE IN EACH IR.) RELOCATE UTIL. (CURRENTLY PROGRAMMED FOR PSE ONLY)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
JBLIC LAND HWYS	12,881			12,881	12,881							12,881
LOCAL	1,045			1,045	1,045							1,045
OUNTY	135			135	135							135
3D031426 Total	14,061			14,061	14,061							14,061

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)7	San Bernardino	SCAB	S384	200607	CAN66				L	NON-EXEMPT	0
scription:							PTC	6,300	Agency	SAN BERNARDINO, CITY OF	

NA ROAD EXENSION PROJECT - EXTENSION OF LENA RD. FROM MILL ST. TO ORANGE SHOW RD.-NEW 4 LANE ROAD (CO-OP PROJECT WITH IVDA)SAFETEA-LU -#1701

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
Y FUNDS	100		940	1,040	1,040							1,040
D CO MEASURE I	310		4,950	5,260	5,260							5,260
)607 Total	410		5,890	6,300	6,300							6,300

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
8	San Bernardino	SCAB	S396	200608	CAR63				L	NON-EXEMPT	0
scription:							PTC	5,600	Agency	SAN BERNARDINO, CITY OF	

NTRAL AVENUE WIDENING PROJECT BETWEEN WATERMAN AND MT.VIEW AVE.(2 MI) -WIDEN FROM 2-4 LANES BETWEEN TIPPECANOE AND MT.VIEW, ADDING CURBS, SIDEWALKS AND HTING

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
Y FUNDS	88	300	812	1,200	1,200							1,200
) CO MEASURE I	352	810	3,238	4,400	4,400							4,400
608 Total	440	1,110	4,050	5,600	5,600							5,600

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
609	San Bernardino	SCAB	S397	200609	CAN66				L	NON-EXEMPT	0
Description:							PTC	7,500	Agency	SAN BERNARDINO, CITY OF	

MT.VIEW WIDENING/EXTENSION PROJECT- WIDEN S/B FROM 2-4LNS- FROM COULSTON TO RIVERVIEW (SOUTH OF SANTA ANA RIVER) (PROJECT IS SPLIT INTO 2 SEPARATE PROJECTS AS OF THE 2011 ENTRY)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	500	1,000	6,000	7,500	1,500	6,000						7,500
200609 Total	500	1,000	6,000	7,500	1,500	6,000						7,500

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
610	San Bernardino	SCAB	S386	200610	CAR63				L	NON-EXEMPT	0
Description:							PTC	2,978	Agency	SAN BERNARDINO, CITY OF	

TIPPECANOE WIDENING PROJECT - BETWEEN MILL AND SANTA ANA RIVER BRIDGE ST. (1.4 MI)-WIDEN FROM 4-6 LANES INCLUD.MEDIAN LANDSCAPE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	50		368	418	418							418
SBD CO MEASURE I	205		2,355	2,560	2,560							2,560
200610 Total	255		2,723	2,978	2,978							2,978

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
846	San Bernardino	SCAB		REG0701	NCR36				L	EXEMPT - 93.126	0
Description:							PTC	2,603	Agency	SAN BERNARDINO, CITY OF	

OLD WATERMAN CANYON BRIDGE REPLACMENT-APPROX 1 MILE NORTH OF SR18. REMOVE AND RECONSTRUCT BRIDGE ON OLD WATERMAN CANYON ROAD. EXISTING 2- LANE TO 2 LANE BRIDGE (0.02 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EMA			347	347	347							347
OFFICE OF EMERGENCY SERVICES			63	63	63							63
CITY FUNDS			1,830	1,830	1,830							1,830
00846 Total			2,240	2,240	2,240							2,240

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1160	San Bernardino	SCAB		4OM0701	CAR60				L	NON-EXEMPT	0
Description:							PTC	12,500	Agency	SAN BERNARDINO, CITY OF	

IT. VIEW AVE. BRIDGE OVER SANTA ANA RIVER. CONSTRUCT NEW 4 LANE BRIDGE. MT. VIEW CURRENTLY TERMINATES AT SOUTH EDGE OF SANTA ANA RIVER. PROJECT WOULD EXTEND BY MEANS OF BRIDGE ACROSS RIVER.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	500		12,000	12,500	12,500							12,500
011160 Total	500		12,000	12,500	12,500							12,500

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1169	San Bernardino	SCAB	0203	4A07263	CAX63				L	NON-EXEMPT	0

Description: H STREET FROM KENDALL DRIVE TO 40TH STREET WIDENING FROM 2-4 LANES

PTC 918 Agency SAN BERNARDINO, CITY OF

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	8	120	166	294	8		120	166				294
SBD CO MEASURE I		128	496	624			128	496				624
201169 Total	8	248	662	918	8		248	662				918

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
170	San Bernardino	SCAB		4A07119	CAX63				L	NON-EXEMPT	0

Description: 5TH STREET FROM STERLING AVE TO VICTORIA AVE WIDEN FROM 2-4 LANES.

PTC 5,800 Agency SAN BERNARDINO, CITY OF

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	441	290	5,069	5,800	441		290	5,069				5,800
201170 Total	441	290	5,069	5,800	441		290	5,069				5,800

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
181	San Bernardino	SCAB		4OM0701	NCR81				L	EXEMPT - 93.126	0

Description: RD STREET FROM TIPPECANOE AVENUE TO LELAND/NORTON WAY AND FROM LELAND/NORTON WAY TO VICTORIA AVENUE SHOULDER WIDENING AND MEDIANS- 1.25 MILES)(NO THROUGH LANE WIDENING)TOTAL LENGTH 1.95 MILESFORMERLY PART OF PROJECT ID 200852

PTC 3,200 Agency SAN BERNARDINO, CITY OF

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ITY FUNDS	243	160	2,797	3,200	243		160	2,797				3,200
01181 Total	243	160	2,797	3,200	243		160	2,797				3,200

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
84	San Bernardino	SCAB		4OM0701	CAX63				L	NON-EXEMPT	0

Description: TERLING AVE FROM 3RD STREET TO 5TH STREET - WIDEN FROM 2-4 LANES (0.13 MILES)FORMERLY PART OF PROJECT ID 200852

PTC 400 Agency SAN BERNARDINO, CITY OF

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TY FUNDS	32		368	400	32			368				400
01184 Total	32		368	400	32			368				400

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
31903	San Bernardino	SCAB		SBD31903	NCRH1				L	EXEMPT - 93.127	0

Description: OTHILL BOULEVARD (STATE ROUTE 66) AT FOURTH MODIFY SIGNALS, CHANNELIZE TRAFFIC SIGNAL, INTERSECTION IMPROVEMENTS/REALIGN INTERSECTION (0.11 MILE)

PTC 1,137 Agency SAN BERNARDINO, CITY OF

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
D CO MEASURE I	12		1,125	1,137		12		1,125				1,137
D31903 Total	12		1,125	1,137		12		1,125				1,137

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D31905	San Bernardino	SCAB	S387	SBD31905					L	EXEMPT - 93.126	0
Description:							PTC	40,112	Agency	SAN BERNARDINO, CITY OF	

MT. VERNON AVENUE BRIDGE (OVERHEAD) AT BNSF REPLACE GRADE SEPARATION, REPLACE 4 LANE BRIDGE WITH 4 LANE BRIDGE FROM 2ND TO 5TH STREETS (0.2 MILES SOUTH OF RTE. 66)(BRIDGE NO 54C0066)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL	2,397	642	32,472	35,511	3,039						32,472	35,511
CITY FUNDS	311	83	3,760	4,154	394		4,207			-447		4,154
LOCAL ADVANCE CONSTRUCTION							32,472				-32,472	
LOCAL BRIDGE SEISMIC RETROFIT ACCOUNT			447	447						447		447
SBD31905 Total	2,708	725	36,679	40,112	3,433		36,679					40,112

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D41316	San Bernardino	SCAB	S388	SBD41316	CAX61				L	NON-EXEMPT	0
Description:							PTC	1,724	Agency	SAN BERNARDINO, CITY OF	

MT. VIEW AVE. RAILWAY GRADE CROSSING, 1500 FT. NORTH OF I-10 WIDEN RAILWAY GRADE CROSSING FROM 1 LANE NORTH & SOUTH TO 2 LANES NORTH & SOUTH & UPGRADE GATES (0.23 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STP LOCAL - REGIONAL	8		127	135	135							135
SBD CO MEASURE I	1		14	15	15							15
SBD41316 Total	9		141	150	150							150

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D41317	San Bernardino	SCAB	0203	SBD41317					L	NON-EXEMPT	0
Description:							PTC	1,655	Agency	SAN BERNARDINO, CITY OF	

MT. VIEW AVE. BRIDGE AT MISSION CREEK CHANNEL WIDEN ROADWAY & SHOULDER WORK AND EXISTING BRIDGE AT MT. VIEW -1 LN. NO. & SO. TO 2 LNS N/S & LFT_TURNS TO MAKE A TOTAL OF 4 LANES (2 IN EACH DIRECTION)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	248	200	1,207	1,655	328	120	1,207					1,655
SBD41317 Total	248	200	1,207	1,655	328	120	1,207					1,655

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D59019	San Bernardino	SCAB	0203	SBD59019	CAR63				L	NON-EXEMPT	0
Description:							PTC	3,264	Agency	SAN BERNARDINO, CITY OF	

10TH ST. FROM ACRE LANE TO ELECTRIC AVENUE; ACQUIRE ROW AND WIDEN ROAD FROM 2TO 4 LANES (1,200 FT.)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	684	370		1,054	1,054							1,054
SBD CO MEASURE I		710		710		710						710
SBD59019 Total	684	1,080		1,764	1,054	710						1,764

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
059021	San Bernardino	SCAB	4667	SBD59021	CAR63				L	NON-EXEMPT	0
Description:							PTC	22,290	Agency	SAN BERNARDINO, CITY OF	

STATE STREET FROM 16TH STREET TO FOOTHILL BLVD.; EXTEND AND CONSTRUCT (4) LANES OF ROADWAY (1.5 MILES) TO CONNECT STATE STREET TO RANCHO AVENUE (NEW ROAD)4 PHASES TOTAL IN PROJECT

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	1,300	6,280		7,580	2,300	1,000	1,500	2,780				7,580
SBD CO MEASURE I	944	2,800	5,515	9,259	944	2,800	5,515					9,259
STATE CASH - RIP	400			400	400							400
SBD59021 Total	2,644	9,080	5,515	17,239	3,644	3,800	7,015	2,780				17,239

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
059023	San Bernardino	SCAB	0203	SBD59023	CAX67				L	NON-EXEMPT	0
Description:							PTC	22,000	Agency	SAN BERNARDINO, CITY OF	

CAMPUS PKWY-PEPPER/LINDEN DRIVE EXTENSION FROM KENDALL TO I-215 FWY - CONSTRUCT (4) LANE ROADWAY - BETWEEN KENDALL DRIVE AND I-215, PARTIAL DIAMOND INTERCHANGE FOR N/B (2,000 FT)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TBD FUNDS	2,000		20,000	22,000					2,000	20,000		22,000
SBD59023 Total	2,000		20,000	22,000					2,000	20,000		22,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
074	San Bernardino	SCAB		200074	NCN25				L	TCM	0
Description:							PTC	4,071	Agency	SANBAG	

GROUPED PROJECTS FOR TRANSPORTATION ENHANCEMENT ACTIVITIES PROJECTS FOR SAN BERNARDINO COUNTY-BIKE/PED PROJECTS (PROJECTS CONSISTENT W/40CFR PART 93.126,127,128, EXEMPT TABLE 2 & 3).

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FP ENHANCE-RIP TEA	751		3,320	4,071	4,071							4,071
10074 Total	751		3,320	4,071	4,071							4,071

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
075	San Bernardino	SCAB		4OM0701	NCN46				L	EXEMPT - 93.126	0
Description:							PTC	3,271	Agency	SANBAG	

GROUPED PROJECTS FOR TRANSPORTATION ENHANCEMENT ACTIVITIES PROJECTS - LANDSCAPE, ETC. FOR SAN BERNARDINO CNTY - PROJECTS CONSISTENT WITH 40 CFR PART93.126,127,128, EXEMPT TABLES 2 & 3)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FP ENHANCE-RIP TEA			3,271	3,271	3,271							3,271
10075 Total			3,271	3,271	3,271							3,271

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)10137	San Bernardino	SCAB		4GL04	NCN31				L	EXEMPT - 93.126	0
Description:							PTC	37,176	Agency	SANBAG	

HUNTS LANE @ UNION PACIFIC RAILROAD CROSSING - GRADE SEPARATION -PART OF ALAMEDA CORRIDOR STUDY (TCRP #55.3)(toll credits to be used for FY10/11 const phase in the amount of $4371)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			7,895	7,895	7,895							7,895
DEMO-SAFETEA-LU			5,000	5,000	5,000							5,000
PROJECTS OF NATIONAL AND REGIONAL SIGNIFICANCE			12,485	12,485	12,485							12,485
LOCAL ADVANCE CONSTRUCTION												
PRIVATE FUNDS			1,284	1,284	1,284							1,284
SBD CO MEASURE I		550	499	1,049	1,049							1,049
TRAFFIC CONGESTION RELIEF	2,050	4,950	2,463	9,463	9,463							9,463
20010137 Total	2,050	5,500	29,626	37,176	37,176							37,176

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
40830	San Bernardino	SCAB	0203	20040830	NCN25				L	EXEMPT - 93.126	0
Description:							PTC	14,668	Agency	SANBAG	

Grouped Projects for Transportation enhancement activities - Projects are consistent with 40 CFR Part 93.126 Exempt Tables 2 and Table 3 categories - Transportation enhancement activities (except rehabilitation and operation of historic transportation buildings, structures, or facilities)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STP ENHANCE-RIP TEA			14,668	14,668	6,495	3,662	4,511					14,668
20040830 Total			14,668	14,668	6,495	3,662	4,511					14,668

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
61502	San Bernardino	SCAB		4ITS04	ITS02				L	EXEMPT - 93.128	0
Description:							PTC	7,948	Agency	SANBAG	

SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL SYSTEM - TIERS 3 & 4 - UPGRADE AND SYNCHRONIZE APPROX. 500 SIGNALS LOCATED ALONG ARTERIAL ROADEWAYS IN SAN BERNARDINO VALLEY

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	2,624		3,324	5,948	5,948							5,948
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM			2,000	2,000	2,000							2,000
0061502 Total	2,624		5,324	7,948	7,948							7,948

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
61707	San Bernardino	SCAB		4RL04	TDM20				L	TCM	0
Description:							PTC	4,486	Agency	SANBAG	

RIDESHARE ACTIVITIES FOR SOUTHCOAST AIR BASIN

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	4,025			4,025	4,025							4,025
SBD CO MEASURE I	461			461	461							461
0061707 Total	4,486			4,486	4,486							4,486

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)622	San Bernardino	MDAB		200622	CAN61				L	EXEMPT - 93.126	0
Description:							PTC	30,385	Agency	SANBAG	

LENWOOD GRADE SEPARATION - NORTH OF WEST MAIN ST; APPROX.400 FT. N/O TO 600 FT. S/O BNSF AND SANTA FE RR RIGHT-OF-WAY-4 TRAVEL LANE GRADE SEPARATION (CA627)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FFY 2009 Appropriations Earmarks			237	237		237						237
DEMO-SAFETEA-LU			1,080	1,080		1,080						1,080
STP LOCAL		3,450		3,450	3,450							3,450
CITY FUNDS	974	743	141	1,858	1,717	141						1,858
COUNTY	2,500			2,500	2,500							2,500
SBD CO MEASURE I	935	470	11,000	12,405	1,405	11,000						12,405
STATE LOCAL PARTNER			2,161	2,161		2,161						2,161
TRADE CORRIDOR PROGRAM			6,694	6,694		6,694						6,694
200622 Total	4,409	4,663	21,313	30,385	9,072	21,313						30,385

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
81104	San Bernardino	SCAB		REG0702					L	EXEMPT - 93.126	0
Description:							PTC	700	Agency	SANBAG	

Grouped Projects for Transportation enhancement activities -Projects are consistent with 40 CFR Part 93.126 Exempt Tables 2 and Table 3 categories - Transportation enhancement activities (except ehabilitation and operation of historic transportation buildings, structures, or facilities)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TP ENHANCE-RIP TEA			700	700	700							700
0081104 Total			700	700	700							700

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
850	San Bernardino	SCAB		200850	NCN31				L	EXEMPT - 93.127	0
Description:							PTC	30,077	Agency	SANBAG	

ALM AVE. GRADE SEPARATION , PALM AVE. APPROX. 530' S/O I-215 PALM AVE. INTERCHANGE TO APPROX. 1450' S/O CAJON BLVD.-CONSTRUCT AT GRADE RR SEPARATION - BUILD RIDGE OVERCROSSING SEPARATING TRAFFIC FROM RR CROSSING (NO ADDITIONAL LANES) 2-2 LANES (CA615)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MAQ		4,300		4,300	4,300							4,300
EMO-SAFETEA-LU			1,600	1,600	1,600							1,600
EVELOPER FEES	409	1,002	2,747	4,158	4,158							4,158
BD CO MEASURE I	2,389	1,560	6,680	10,629	10,629							10,629
RADE CORRIDOR PROGRAM			9,390	9,390	9,390							9,390
0850 Total	2,798	6,862	20,417	30,077	30,077							30,077

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

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2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
10109	San Bernardino	SCAB		4G0154	NCN31				L	EXEMPT - 93.126	0
Description:							PTC	53,995	Agency	SANBAG	

CONSTRUCT NEW RAILROAD GRADE-SEPARATED CROSSING BETWEEN LAUREL STREET AND THE BNSF RAILROAD IN THE CITY OF COLTON. WORK ALONG LAUREL STREET BEGINS APPROXIMATELY 420 FT EAST OF PENNSYLVANIA AVE AND 195FT WEST OF 9TH ST. NO ADDITIONAL LANES ARE PROPOSED.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	657		5,162	5,819	657	5,162						5,819
PRIVATE FUNDS	656		8,481	9,137	656	8,481						9,137
TRADE CORRIDOR PROGRAM			11,917	11,917		11,917						11,917
TRAFFIC CONGESTION RELIEF	3,515	7,800	15,807	27,122	11,315	15,807						27,122
20110109 Total	4,828	7,800	41,367	53,995	12,628	41,367						53,995

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
10801	San Bernardino	SCAB	0203	4PD04	ITS04				L	EXEMPT - 93.126	0
Description:							PTC	1,450	Agency	SANBAG	

SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL MAINTENANCE/MONITORING

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	800			800	800							800
SBD CO MEASURE I	650			650	250	400						650
20110801 Total	1,450			1,450	1,050	400						1,450

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1150	San Bernardino	SCAB		4RL04	TDM20				L	EXEMPT - 93.126	0
Description:							PTC	6,804	Agency	SANBAG	

SOUTH COAST AIR BASIN RIDESHARE PROGRAM

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	6,105			6,105	4,070	2,035						6,105
SBD CO MEASURE I	699			699	466	233						699
011150 Total	6,804			6,804	4,536	2,268						6,804

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1151	San Bernardino	MDAB		4RL04	TDM20				L	EXEMPT - 93.126	0
Description:							PTC	3,879	Agency	SANBAG	

MOJAVE DESERT AIR BASIN RIDESHARE PROGRAM

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	3,480			3,480	2,320	1,160						3,480
SBD CO MEASURE I	399			399	266	133						399
011151 Total	3,879			3,879	2,586	1,293						3,879

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	AirBasin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
031505	San Bernardino	SCAB		SBD031505	NCN25				L	TCM	0
escription:							PTC	10,900	Agency	SANBAG	

GROUPED PROJECTS FOR LTF ARTICLE 3 PROJECTS LTF, ARTICLE 3 BICYCLE/PEDESTRIAN PROJECTS AT VARIOUS LOCATIONS (PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126, 27.128, EXEMPT TABLES 2 & 3)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DA ARTICLE #3			10,900	10,900	7,900	3,000						10,900
BD031505 Total			10,900	10,900	7,900	3,000						10,900

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
41427	San Bernardino	MDAB	4676	SBD41427	CAN66				L	NON-EXEMPT	0
escription:							PTC	550	Agency	TWENTYNINE PALMS	

MBOY ROAD - LEAR AVE TO ADOBE RD. (5.5 MILES) CONSTRUCT NEW 2 LANE ROAD (ONE LANE IN EACH DIRECTION)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BD CO MEASURE I	40	110	400	550		40	510					550
BD41427 Total	40	110	400	550		40	510					550

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
94173	San Bernardino	MDAB	S348	SBD94173	CAR63				L	NON-EXEMPT	0
escription:							PTC	300	Agency	TWENTYNINE PALMS	

TATE ROUTE 62 LEE DRIVE TO LUPINE DRIVE WIDEN FROM 4 TO 5 LANES FOR CONTINUOUS LEFT TURN LANE

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
D CO MEASURE I	25	75	200	300	300							300
BD94173 Total	25	75	200	300	300							300

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
94177	San Bernardino	MDAB		SBD94177	NCNH2				L	EXEMPT - 93.128	0
scription:							PTC	196	Agency	TWENTYNINE PALMS	

ATE ROUTE 62 AT LARREA AVENUE & HATCH ROAD RECONFIGURE AND SIGNALIZATION (NO SYNCHRONIZATION)

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
D CO MEASURE I	20		176	196		20	176					196
D94177 Total	20		176	196		20	176					196

ectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1	San Bernardino	SCAB		200630	CAX63				L	NON-EXEMPT	0
scription:							PTC	3,420	Agency	UPLAND	

ROW ROUTE WIDENING FROM 2 TO 4 LANES. BRIDGE AND STREET WIDENING FOR ARROW ROUTE, FROM MONTE VISTA AVENUE TO BENSON AVENUE (PROJECT WAS 200630 IN 2008 P)

d	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
' FUNDS		200	1,000	1,200	1,200							1,200
ELOPER FEES			966	966	966							966
EVELOPMENT FUNDS	220			220	220							220

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

SBD CO MEASURE I			1,034	1,034	1,034								1,034
201101 Total	220	200	3,000	3,420	3,420								3,420

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1102	San Bernardino	SCAB		4A07098	NCRH1				L	NON-EXEMPT	0

Description: PTC 2,270 Agency UPLAND

FOOTHILL BLVD. FROM 500' W/O MONTE VISTA TO CENTRAL AVE. -WIDEN TO ULTIMATE WIDTH TO PROVIDE DUAL LEFT TURN LANES.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	270			270	270							270
REDEVELOPMENT FUNDS			1,000	1,000	1,000							1,000
STATE LOCAL PARTNER			1,000	1,000	1,000							1,000
201102 Total	270		2,000	2,270	2,270							2,270

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1103	San Bernardino	SCAB		4OM0701	NCRT4				L	NON-EXEMPT	0

Description: PTC 5,300 Agency UPLAND

FOOTHILL BOULEVARD BOTTLENECK AND SAFETY IMPROVEMENTS- FROM CENTRAL TO GROVE AVE.INSTALL RIGHT TURN LANES AT MAJOR INTERSECTIONS, ELONGATE LEFT TURNS FOR SAFE TURNING, CURB, GUTTER DRAINAGE, ROADWAY REHAB.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	300	1,000		1,300	300			1,000				1,300
REDEVELOPMENT FUNDS		4,000		4,000				4,000				4,000
201103 Total	300	5,000		5,300	300			5,000				5,300

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D88086	San Bernardino	SCAB		SBD88086	NCR79				L	EXEMPT - 93.126	0

Description: PTC 1,414 Agency UPLAND

EUCLID AVENUE FROM D ST TO FOOTHILL BOULEVARD - STORM DRAIN EXTENSION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	126		1,288	1,414	126	1,288						1,414
SBD88086 Total	126		1,288	1,414	126	1,288						1,414

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
DLS08	San Bernardino	SCAB		SBDLS08	CAR60				L	EXEMPT - 93.126	0

Description: PTC 39,238 Agency VARIOUS AGENCIES

GROUPED PROJECTS FOR BRIDGE REHABILITATION AND RECONSTRUCTION - HBP PROGRAM -PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126, 127, 128 EXEMPT TABLES 2 & 3

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL		620	34,716	35,336	7,689	10,001	4,633	620		12,393		35,336
AGENCY			3,417	3,417	1,182	491	220			1,524		3,417
LOCAL BRIDGE SEISMIC RETROFIT ACCOUNT			485	485	79	71	174	80		81		485
SBDLS08 Total		620	38,618	39,238	8,950	10,563	5,027	700		13,998		39,238

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
111	San Bernardino	MDAB		200111	TDM20				L	EXEMPT - 93.126	0
Description:							PTC	823	Agency	VICTORVILLE	

VICTOR VALLEY COLLEGE TRANSFER POINT FACILITY - LOCATED 18422 BEAR VALLEY RD. IN VICTORVILLE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	52		671	723	723							723
STATE AB2766	7		93	100	100							100
200111 Total	59		764	823	823							823

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
866	San Bernardino	MDAB		REG0701	CAN61				L	EXEMPT - 93.126	0
Description:							PTC	5,427	Agency	VICTORVILLE	

BRIDGE NO 54C0547, BEAR VALLEY RD. OVER BNSF RAILWAY, AMTRAK & UP RR, 3.8 MILES E. OF I-15. PRELIMINARY ENGINEERING, REHAB. AND WIDEN 6-7 LANES ON BRIDGE (PROJECT IS FUNDED FOR PSE/ENVIRONMENTAL STUDIES ONLY)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE - LOCAL	443		4,362	4,805	443					4,362		4,805
CITY FUNDS	57		565	622	57					565		622
00866 Total	500		4,927	5,427	500					4,927		5,427

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
110	San Bernardino	MDAB		4OM0701	NCNH2				L	EXEMPT - 93.128	0
Description:							PTC	1,200	Agency	VICTORVILLE	

INSTALLATION OF VARIOUS TRAFFIC SIGNALS ALONG LA MESA ROAD

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			1,062	1,062	1,062							1,062
CITY FUNDS			138	138	138							138
01110 Total			1,200	1,200	1,200							1,200

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
111	San Bernardino	MDAB		4OM0701	NCR36				L	EXEMPT - 93.126	0
Description:							PTC	1,375	Agency	VICTORVILLE	

NATIONAL TRAILS HIGHWAY AND MOJAVE RIVER - BRIDGE REHAB. REPLACE EXISTING RAILING TO MEET CURRENT STANDARDS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	375		1,000	1,375	1,375							1,375
01111 Total	375		1,000	1,375	1,375							1,375

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
79	San Bernardino	MDAB		4AL04	CAX63				L	NON-EXEMPT	0
Description:							PTC	4,000	Agency	VICTORVILLE	

NATIONAL TRIALS HIGHWAY BETWEEN INTERSTATE 15 & AIR EXPRESSWAY WIDEN FROM 2-4 LANES (1.9 MILES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	250	250		500				500				500

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

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2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

201179 Total	250	250	500						500			500

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031418	San Bernardino	MDAB	4678	SBD031418	CAN66				L	NON-FEDERAL/NON-REGIONAL	0
Description:							PTC	4,000	Agency	VICTORVILLE	

AMETHYST ROAD PALMDALE ROAD TO HOPLAND STREET WIDEN EXISTING ROAD FROM 2 LANES TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS			4,000	4,000		4,000						4,000
SBD031418 Total			4,000	4,000		4,000						4,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
3D031419	San Bernardino	MDAB	4432	SBD031419	CAX63				L	NON-EXEMPT	0
Description:							PTC	4,000	Agency	VICTORVILLE	

EL EVADO ROAD, PALMDALE RD TO AIR BASE ROAD PALMDALE TO HOPLAND (12/98) HOPLAND TO AIR BASE (12/96), WIDEN FROM 2 TO 4 WITH LEFT TURN LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS			4,000	4,000		4,000						4,000
SBD031419 Total			4,000	4,000		4,000						4,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
ID031422	San Bernardino	MDAB	4683	SBD031422	CAR63				L	NON-EXEMPT	0
Description:							PTC	750	Agency	VICTORVILLE	

3RD AVENUE NISQUALLI ROAD TO GREEN TREE BOULEVARD WIDEN FROM 2 LANES TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS			750	750		750						750
SBD031422 Total			750	750		750						750

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D97147	San Bernardino	MDAB	S295	SBD97147	CAX66				L	NON-EXEMPT	0
Description:							PTC	25,000	Agency	VICTORVILLE	

GREEN TREE BLVD BLVD. EXTENSION AT AT&SF RAILROAD CONSTRUCT 4-LANE BR & CONNECT TO HESPERIA & RIDGECREST/YATES RD

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	100			100					100			100
SBD97147 Total	100			100					100			100

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
11155	San Bernardino	SCAB		4A04418	CAX63				L	NON-EXEMPT	0
Description:							PTC	7,250	Agency	YUCAIPA	

YUCAIPA BLVD. IMPROVEMENTS - YUCAIPA BLVD FRIN 14TH ST. TO I-10 FREEWAY- WIDEN FROM 4-6 LANES (PHASED PROJECT)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	260	986	6,004	7,250	1,246		6,004					7,250
2011155 Total	260	986	6,004	7,250	1,246		6,004					7,250

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1157	San Bernardino	SCAB		4AL04	CAR63				L	NON-EXEMPT	0
Description:							PTC	2,400	Agency	YUCAIPA	

VENUE E IMPROVEMENTS FROM BRYANT ST. TO 5TH STREET, WIDEN 2-4 LANES (PHASED PROJECT)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ITY FUNDS	100			100	100							100
EVELOPER FEES		300	1,226	1,526	300	1,226						1,526
BD CO MEASURE I			1,548	1,548	774	774						1,548
011157 Total	100	300	2,774	3,174	1,174	2,000						3,174

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1159	San Bernardino	SCAB		4OM0701	NCNH2				L	EXEMPT - 93.126	0
Description:							PTC	1,000	Agency	YUCAIPA	

OUNTY LINE ROAD IMPROVEMENTS FROM I-10 TO CALIMESA - INSTALL LEFT TURN LANE AND SIGNAL AT CALIMESA AND COUNTY LINE RD.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ITY FUNDS	50			50		50						50
011159 Total	50			50		50						50

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
55	San Bernardino	Various		200455	PPM01			1	S	EXEMPT - 93.126	0
Description:							PTC	632	Agency	SANBAG	

LANNING, PROGRAMMING AND MONITORING AB3090 PAYBACK PROJECTS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ATE CASH (AB 3090)			632	632	632							632
0455 Total			632	632	632							632

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
60	San Bernardino	SCAB	S300	2002160	CARH3	10	4.1	6.1	S	NON-EXEMPT	0
Description:							PTC	156,000	Agency	ONTARIO	

0 AT GROVE INTERCHANGE AND GROVE AVE. CORRIDOR - RELOCATE I/10 & 4TH ST. I/C TO GROVE AVE. AND WIDEN GROVE AVE BETWEEN I-10 TO HOLT (WIDEN 4-6 LANES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MO-SAFETEA-LU	1,335			1,335	1,335							1,335
ERSTATE MAINT. CRETIONARY - H.R. 2764	475			475	475							475
ERSTATE MAINTENANCE CRETIONARY	950			950	950							950
VELOPER FEES	434			434	434							434
D CO MEASURE I	166			166	166							166
02160 Total	3,360			3,360	3,360							3,360

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)803	San Bernardino	SCAB		200803	CARH3	10	5.87	6.37	S	NON-EXEMPT	0

Description: PTC 83,550 Agency ONTARIO

I-10 AT VINEYARD AVE. INTERCHANGE. INTERCHANGE WIDENING FROM 4-6 LANES AND WIDEN ON AND OFF RAMPS TO TWO LANES, INTERSECTION IMPROVEMENTS AND ENHANCE EXISTING LANDSCAPING

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	2,850	300		3,150			1,080	2,070				3,150
SBD CO MEASURE I	720	1,180	200	2,100			720	1,380				2,100
200803 Total	3,570	1,480	200	5,250			1,800	3,450				5,250

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
2500	San Bernardino	SCAB		4H01001	CANT6	10	8	33.8	S	NON-EXEMPT	0

Description: PTC 1,090,014 Agency SANBAG

I-1O HOV LANE ADDITION - FROM HAVEN (ONTARIO TO FORD ST (REDLANDS)-WIDENING FROM 8-10 LANES, AUX LANES WIDENING UNDERCROSSINGS AND OVERCROSSINGS AND RECONSTRUCTION OF RAMPS WHERE NEEDED

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SBD CO MEASURE I	26,060			26,060	26,060							26,060
STATE CASH - RIP	7,314			7,314	7,314							7,314
0CZ500 Total	33,374			33,374	33,374							33,374

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
40	San Bernardino	SCAB		REG0701	NCN46	10	8.2	33.4	S	EXEMPT - 93.126	0

Description: PTC 440 Agency CALTRANS

VARIOUS AGENCIES/CITIES AESTHETIC CORRIDOR MASTER PLAN (ON URBAN CORRIDOR IN A COUNTY - DEVELOP MASTER PLAN)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STP ENHANCE-IIP TEA	440			440	440							440
)L340 Total	440			440	440							440

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
20812	San Bernardino	SCAB	0203	20020812		10	12.3	14.1	S	NON-EXEMPT	0

Description: PTC 84,090 Agency SANBAG

-10/CHERRY AVENUE INTERCHANGE - INTERCHANGE RECONSTRUCT - REPLACE O/C, WIDEN O/H AND WIDEN I/C FROM SLOVER TO VALLEY FROM 4-6 LANES WITH DOUBLE LEFT TURNS TO RAMPS(PROJECT COST INCREASED TO $84,090 DUE TO LOCAL A/C - TRUE PROJECT COSTS REMAIN AT $76,113)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			3,000	3,000	3,000							3,000
NTERSTATE MAINT. DISCRETIONARY - H.R. 2764			475	475	475							475
NTERSTATE MAINTENANCE DISCRETIONARY			750	750	750							750
STP LOCAL			23,000	23,000	15,023		7,977					23,000
CITY FUNDS		1,949	7,661	9,610	9,610							9,610
COUNTY	3,242		13,154	16,396	16,396							16,396
OCAL ADVANCE CONSTRUCTION			7,977	7,977	7,977							7,977
SBD CO MEASURE I	1,823	3,646	13,505	18,974	18,974							18,974

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

STATE CASH - RIP PRIOR			3,908		3,908	3,908								3,908
20020812 Total		5,065	9,503	69,522	84,090	76,113				7,977				84,090

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
031269	San Bernardino	SCAB	4200	SBD031269	CAX70	10	13.7	14.6	S	NON-EXEMPT	0

Description: PTC 113,023 Agency FONTANA

N FONTANA AT BEECH AVENUE CONSTRUCT 4 LANE INTERCHANGE (2 LANES IN EACH DIRECTION.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	426			426					426			426
SBD031269 Total	426			426					426			426

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
045000	San Bernardino	SCAB	4610	SBD45000	CARH3	10	14.8	15.5	S	NON-EXEMPT	0

Description: PTC 56,392 Agency SANBAG

N FONTANA: I-10 AT CITRUS AVE IC RECONSTRUCT IC WITH 6 THRU LANES; & REPLACE BRIDGE OVERCROSSING(O/C WIDEN FROM 2-6 LNS) AND WIDEN CITRUS FROM SLOVER TO VALLEY 4-6 LNS.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MAQ			2,500	2,500	2,500							2,500
LOCAL			28,260	28,260	12,307	11,826		4,127				28,260
FUNDS	3,935	2,019	16,440	22,394	22,394							22,394
OCAL ADVANCE ONSTRUCTION					15,953	-11,826		-4,127				
TATE CASH - RIP PRIOR		3,238		3,238	3,238							3,238
BD45000 Total	3,935	5,257	47,200	56,392	56,392							56,392

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
10	San Bernardino	SCAB	0203	34090	CAX70	10	16.9	17.9	S	NON-EXEMPT	0

Description: PTC 99,105 Agency FONTANA

I FONTANA AT ALDER AVENUE CONSTRUCT 4 LANE INTERCHANGE (2 LANES IN EACH DIRECTION.)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TY FUNDS	1,016			1,016	266			750				1,016
BD CO MEASURE I	750			750				750				750
090 Total	1,766			1,766	266			1,500				1,766

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
	San Bernardino	SCAB	S390	1830	CAXT3	10	17.8	19.3	S	NON-EXEMPT	0

Description: PTC 56,948 Agency VARIOUS AGENCIES

0 AT CEDAR AVE. BETWEEN SLOVER AND VALLEY- RECONSTRUCT I/C-WIDEN FROM 4-6 LANES WITH LEFT AND RIGHT TURN LANES. ADD AUX LANE ON E/B ON AND OFF RAMPS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
UNTY	2,360			2,360	2,360							2,360
D CO MEASURE I	2,900			2,900	2,900							2,900
30 Total	5,260			5,260	5,260							5,260

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD31808	San Bernardino	SCAB	4560	SBD31808	CARH3	10	18.7	20.8	S	NON-EXEMPT	0

Description: PTC 40,000 Agency RIALTO

I-10 AT RIVERISDE AVE - 2.1 KM W/O RIVERSIDE AVE TO 1.3 KM E/O RIVERSIDE AVE. MODIFY IC 4 TO 9 LNS (INCL TURN LNS) FROM SLOVER TO VALLEY & ADD AUX LANES & OPER IMPRV

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU			1,600	1,600	1,600							1,600
DEMO - TEA 21	651			651	651							651
INTERSTATE MAINTENANC			2,857	2,857	2,857							2,857
CITY FUNDS	685		1,244	1,929	1,929							1,929
DEVELOPER FEES		1,018	6,560	7,578	7,578							7,578
SBD CO MEASURE I		1,452	1,836	3,288	3,288							3,288
STATE CASH - RIP			1,452	1,452	1,452							1,452
TRADE CORRIDOR PROGRAM			14,096	14,096	14,096							14,096
SBD31808 Total	1,336	2,470	29,645	33,451	33,451							33,451

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD41339	San Bernardino	SCAB	S314	SBD41339	CARH3	10	20.1	22	S	NON-EXEMPT	0

Description: PTC 39,815 Agency SAN BERNARDINO COUNTY

PEPPER AVE. AT I-10 MODIFICATION OF PEPPER AVE. INTERCHANGE WIDEN BRIDGE FROM 3-7 LANES (2 THRU LANES, 2 TURN LANES SOUTH, 1 TURN LANE NORTH) AND ADD AUXILIARY LANES TO FREEWAY (POST MILES KILOMETERS -32.5-34.4) (T21-#499)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO - TEA 21	6,192			6,192	6,192							6,192
COUNTY	2,454			2,454	2,454							2,454
SBD41339 Total	8,646			8,646	8,646							8,646

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0D	San Bernardino	SCAB		150D	NCN31	10	21.8	23.5	S	EXEMPT - 93.126	0

Description: PTC 201,994 Agency CALTRANS

IN COLTON FROM 0.2 MIL (0.3 KM) W/O RANCHO AVE TO 0.9 MI (1.5 KM) E/O LA CADENA DRIVE - CONSTRUCT RR TO RR GRADE SEPARATION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TIGER DISCRETIONARY GRANT			33,800	33,800	33,800							33,800
PRIVATE FUNDS	11,600	21,800	39,800	73,200	73,200							73,200
PUBLIC TRANSIT ACCT - IIP	3,689			3,689	3,689							3,689
TRADE CORRIDOR PROGRAM			91,305	91,305	91,305							91,305
150D Total	15,289	21,800	164,905	201,994	201,994							201,994

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
930	San Bernardino	SCAB	S391	0H930	CAXT2	10	25	29.5	S	NON-EXEMPT	0

Description: PTC 1,600 Agency CALTRANS

FROM WATERMAN AVE UC TO ALABAMA ST OC - RESTRIPE ROADBED TO ADD A WESTBOUND AUXILIARY LANE (Minor A)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE CASH	440	10	1,150	1,600	1,600							1,600

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

)H930 Total		440	10	1,150	1,600	1,600								1,600

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
11	San Bernardino	SCAB		44810		10	25.3	26.3	S	NON-EXEMPT	0
)escription:							PTC	37,999	Agency	SANBAG	

-TO TIPPECANOE INTERCHANGE ADD EASTBOUND OFF-RAMP AUXILIARY LN FROM WATERMAN ON-RAMP TO TIPPECANOE OFF-RAMP AND WIDEN BRIDGE (NON-CAPACITY)(FORMERLY ?ART OF RTP ID 44810)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TP LOCAL			15,549	15,549					15,549			15,549
ITY FUNDS			3,052	3,052	3,052							3,052
OCAL ADVANCE CONSTRUCTION			15,549	15,549	15,549							15,549
BD CO MEASURE I	3,849			3,849	3,849							3,849
4811 Total	3,849		34,150	37,999	22,450				15,549			37,999

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0	San Bernardino	SCAB	S324	44810	CARH3	10	25.3	27.3	S	NON-EXEMPT	0
escription:							PTC	78,770	Agency	VARIOUS AGENCIES	

10 TIPPECANOE RECONFIGURE INTERCHANGE& ADD EASTBOUND OFF-RAMP AUXILIARY LN FROM WATERMAN ON-RAMP TO TIPPECANOE OFF-RAMP , WIDEN BRIDGE (NON-CAPACITY), & OCAL RD IMP/MOD (HP1366)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EMO-SAFETEA-LU		6,818	3,925	10,743	10,743							10,743
EMO - TEA 21	515	5,369		5,884	5,884							5,884
TERSTATE MAINT. HR4818		2,250		2,250	2,250							2,250
ROJECTS OF NATIONAL AND EGIONAL SIGNIFICANCE			7,487	7,487	7,487							7,487
CTION 115		3,000		3,000	3,000							3,000
CTION 117		4,920		4,920	4,920							4,920
CTION 330		2,981		2,981	2,981							2,981
TY FUNDS		4,890	7,854	12,744	12,744							12,744
IVATE FUNDS			15,549	15,549	15,549							15,549
D CO MEASURE I	6,948	972	2,792	10,712	10,712							10,712
TIONAL HWY SYSTEM - IIP		2,500		2,500	2,500							2,500
810 Total	7,463	33,700	37,607	78,770	78,770							78,770

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
	San Bernardino	SCAB		44810		10	26	27.3	S	NON-EXEMPT	0
scription:							PTC	57,070	Agency	SANBAG	

) TIPPECANOE RECONFIGURE INTERCHANGE & LOCAL RD IMP/MOD (HP 1366)(FORMERLY PART OF RTP ID 44810)

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MO-SAFETEA-LU		6,818	3,925	10,743	10,743							10,743
MO - TEA 21	515	5,369		5,884	5,884							5,884
ERSTATE MAINT. HR4818		2,250		2,250	2,250							2,250
JECTS OF NATIONAL AND IONAL SIGNIFICANCE			7,487	7,487	7,487							7,487

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

SECTION 115		3,000		3,000	3,000									3,000
SECTION 117		4,920		4,920	4,920									4,920
SECTION 330		1,491	1,490	2,981	2,981									2,981
CITY FUNDS		4,788	4,904	9,692	9,692									9,692
SBD CO MEASURE I	4,674	2,939		7,613	7,613									7,613
NATIONAL HWY SYSTEM - IIP		2,500		2,500	2,500									2,500
44812 Total	5,189	34,075	17,806	57,070	57,070									57,070

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
7440	San Bernardino	SCAB	S251	--no data--	CAY63	10	30.8	33.4	S	NON-EXEMPT	0
Description:							PTC	34,067	Agency	SANBAG	

IN REDLANDS FROM ORANGE ST. TO FORD ST. - ADD ONE MIXED FLOW LANE IN EACH DIRECTION AND FULL WIDENING OF 11 BRIDGES ONE LANE IN EA DIRECTION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STP LOCAL			18,372	18,372	18,372							18,372
SBD CO MEASURE I	591		9,400	9,991	9,991							9,991
TRAFFIC CONGESTION RELIEF			5,704	5,704	5,704							5,704
47440 Total	591		33,476	34,067	34,067							34,067

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
00432	San Bernardino	SCAB		200432	NCNH2	10	33.3	33.5	S	EXEMPT - 93.128	0
Description:							PTC	700	Agency	REDLANDS	

AT I-10 AND FORD ST. ON RAMP TO THE FREEWAY - SIGNAL AND INTERSECTIONS IMPROVEMENTS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
PRIVATE FUNDS	100		600	700		100	600					700
200432 Total	100		600	700		100	600					700

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
00434	San Bernardino	SCAB	S352	200434	CAX63	10	33.3	36.9	S	NON-EXEMPT	0
Description:							PTC	43,186	Agency	SANBAG	

ON I-10 IN REDLANDS AND YUCAIPA FROM FORD ST. O/C TO LIVE OAK CANYON RD. CONSTRUCT 1 W/B MIXED-FLOW LANE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STP LOCAL			10,875	10,875	10,875							10,875
SBD CO MEASURE I	5,000	311	500	5,811	5,811							5,811
CORRIDOR MOBILITY PROGRAM			26,500	26,500	26,500							26,500
200434 Total	5,000	311	37,875	43,186	43,186							43,186

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0845	San Bernardino	SCAB		4PD04	CARH3	10	33.8	34.8	S	EXEMPT - 93.126	0
Description:							PTC	40,000	Agency	SAN BERNARDINO COUNTY	

I-10/WABASH AVENUE INTERCHANGE - PSR IN CONJUNCTION WITH CALTRANS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	400			400	400							400
200845 Total	400			400	400							400

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
20	San Bernardino	SCAB	S316	43320	CARH3	10	35.5	39.2	S	NON-EXEMPT	0
Description:							PTC	18,634	Agency	YUCAIPA	

N YUCAIPA @ LIVE OAK CANYON ROAD INTERCHANGE RECONFIGURE INTERCHANGE AND WIDEN LIVE OAK CANYON ROAD FROM 2 TO 6 THRU LANES (I-10/LIVE OAK CANYON)(TCRP #59)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS		2,930	4,704	7,634	7,634							7,634
TRAFFIC CONGESTION RELIEF	2,095	330	8,575	11,000	11,000							11,000
43320 Total	2,095	3,260	13,279	18,634	18,634							18,634

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
21	San Bernardino	SCAB		REG0701	LUM02	15		3.8	S	EXEMPT - 93.126	0
Description:							PTC	98,862	Agency	CALTRANS	

ON I-15, NEAR ONTARIO/RANCHO CUCAMONGA FROM RIVERSIDE COUNTY LINE TO 7TH STREET, ALSO IN RIVERSIDE COUNTY (PM51.4-52.3) REHABILITATION ROADWAY - SHOPP PROJECT

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
HIGHWAYS FOR LIFE			5,000	5,000	5,000							5,000
SHOPP - ADVANCE CONSTRUCTION	11,083	89	71,924	83,096	83,096							83,096
STATE CASH- SHOPP	1,436	11	9,319	10,766	10,766							10,766
7221 Total	12,519	100	86,243	98,862	98,862							98,862

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
52	San Bernardino	SCAB	0203	200152	CAX70	15	4.1	5.8	S	NON-EXEMPT	0
Description:							PTC	91,370	Agency	RANCHO CUCAMONGA	

N I-15 FROM 3,500 FT. S OF ARROW RTE. TO 3,500 ' N/O FOOTHILL BLVD AND AND ON ARROW RT. FROM 1000 FT.W/TO 100 FT. E/ OF I- 15-CONSTRUCT NEW I/C AR ARROW RTE, CONSTRUCT S/B DOUBLE DECEL LANES TO FOOTHILL BLVD OFFRAMP AND MODIFY RAMPS AT FOOTHILL.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REDEVELOPMENT FUNDS	6,970	12,000		18,970	9,030				4,800	5,140		18,970
200152 Total	6,970	12,000		18,970	9,030				4,800	5,140		18,970

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
48	San Bernardino	SCAB	0203	200048	CARH3	15	6.3	7.1	S	NON-EXEMPT	0
Description:							PTC	43,100	Agency	RANCHO CUCAMONGA	

5 AT BASELINE INTERCHANGE - FROM 1,800 N/O BASELINE TO 2,400' S/O; 1800' w/o to EAST AVE. TO 1500' E/O EAST AVE-WIDEN RAMPS (INCLUDING BRIDGES), WIDEN BASELINE RD. ROM 4-6 LANES, WIDEN EAST AVE. FROM 2-4 LANES, REALIGN AND WIDEN S/B AND N/B DIAMOND RAMPS FROM 1-2 LNS (INCLUDG BRIDGES, AD S.B LOOP ON-RAMP (INCL BRIDGES) ADD I 5 ACCEL/DECEL LANES, AND OPERATIONAL IMPROVEMENTS (EA497100)(CA435)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BRIDGE DISCRETIONARY - REPLACEMENT/REHABILITATION	428			428	428							428
SAFETEA-LU			4,000	4,000		4,000						4,000
INTERSTATE MAINT. DISCRETIONARY - H.R. 2764			752	752	752							752
INTERSTATE MAINT. HR4818			3,002	3,002		3,002						3,002
DEVELOPER FEES	3,998	7,200	11,360	22,558	11,198	11,360						22,558
SD CO MEASURE I			11,360	11,360		11,360						11,360

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit
Cost in Thousands

STATE LOCAL PARTNER			1,000	1,000		1,000							1,000
200048 Total	4,426	7,200	31,474	43,100	12,378	30,722							43,100

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)626	San Bernardino	SCAB		200626	ITS04	15	7.4	1	S	EXEMPT - 93.126	0
Description:							PTC	44,345	Agency	CALTRANS	

CONSTRUCT NEW INLAND EMPIRE TRANSPORTATION MANAGEMENT CENTER - INSTALL TMC-IN THE S/E QUADRANT OF I-15 AND SR 210 I/C ON N/S VICTORIA AVE (I/T CITY OF FONTANA
EA37704

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			10,800	10,800	10,800							10,800
DEMO-SAFETEA-LU			1,200	1,200	1,200							1,200
NATIONAL HWY SYSTEM-SHOPP	4,811	541	26,993	32,345	32,345							32,345
200626 Total	4,811	541	38,993	44,345	44,345							44,345

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1300	San Bernardino	SCAB	S398	0H1300	CAN71	15	9.82	11.94	S	NON-EXEMPT	0
Description:							PTC	35,834	Agency	FONTANA	

I-15/DUNCAN CANYON INTERCHANGE - CONVERT EXIST 2 LN OVERCROSSING TO DIAMOND IC, WIDEN TO 4 LANES PLUS DBL LEFT TURNS TO SB RAMP ACCEL/DECEL LANES & SINGLE LEFT TO NORTHBOUND RAMP

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	3,518	2,820	18,383	24,721	6,338	18,383						24,721
SBD CO MEASURE I			9,141	9,141		9,141						9,141
STATE LOCAL PARTNER			1,972	1,972		1,972						1,972
0H1300 Total	3,518	2,820	29,496	35,834	6,338	29,496						35,834

Project ID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
61201	San Bernardino	SCAB	0203	20061201	NCRH3	15	14	16.4	S	NON-EXEMPT	0
Description:							PTC	324,246	Agency	CALTRANS	

-15/I-215 I/C IMPROVMTS-DEVORE I/C S/O GLEN HELEN PARKWY TO N/O KENWOOD & I-215 FROM S/O DEVORE RD. I/C TO I-15 (16.0-17.8) ADD 1 M/F LN IN EA DIR TO EXISTG 3 M/F LNS FROM 3800' S/O GLEN HELEN PARKWY TO 3100' N/O I-215 I/C ADD 1 DECEL LN FROM 3200'S/O 12/215I/C OFFRMP TO S/B DEVORE ON I-215

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FEDERAL LANDS HIGHWAYS PROGRAM			2,000	2,000	2,000							2,000
STP LOCAL	6,600		32,011	38,611	6,000	600	12,011				20,000	38,611
LOCAL ADVANCE CONSTRUCTION			27,312	27,312	59,923	-600	-59,323	20,000	20,000	7,312	-20,000	27,312
SBD CO MEASURE I	9,961	53,999	54,763	118,723	118,723							118,723
SHOPP ADVANCE CONSTRUCTION (AC) - CT MINOR			104,465	104,465	104,465							104,465
STATE CASH- SHOPP			33,135	33,135	33,135							33,135
20061201 Total	16,561	53,999	253,686	324,246	324,246		-47,312	20,000	20,000	7,312		324,246

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
BD031279	San Bernardino	MDAB	0203	SBD031279		15	29.5	30.9	S	NON-EXEMPT	0
Description:							PTC	80,625	Agency	HESPERIA	

IN HESPERIA AT I-15 AND RANCHERO ROAD - CONSTRUCT 6 LANE INTERCHANGE WITH LEFT AND RIGHT TURN LANES, INCLUDING 1300 FT. AUX LANE PRIOR TO N/B OFF RAMP AND 3200 FT. AUX LANE FROM TO S/B LOOP ON RAMP

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
INTERSTATE MAINTENANC			1,000	1,000	1,000							1,000
INTERSTATE MAINT. DISCRETIONARY - H.R. 2764			2,008	2,008	2,008							2,008
CITY FUNDS	4,575	8,516	41,415	54,506	54,506							54,506
SBD CO MEASURE I			8,598	8,598	8,598							8,598
NATIONAL HWY SYSTEM - RIP		7,034	7,479	14,513	14,513							14,513
SBD031279 Total	4,575	15,550	60,500	80,625	80,625							80,625

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0613	San Bernardino	MDAB	S395	200613	CAX70	15	32	33.8	S	NON-EXEMPT	0
Description:							PTC	71,100	Agency	HESPERIA	

I-15 & MUSCATEL STREET CONSTRUCT 6 LANE INTERCHANGE WITH LEFT AND RIGHT TURN LANES, INCLUDING 1700 FT AUX LANE UPSTREAM TO SB EXIT RAMP"

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	5,100	16,000		21,100	1,250	4,050	15,800					21,100
200613 Total	5,100	16,000		21,100	1,250	4,050	15,800					21,100

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
D41446	San Bernardino	MDAB	4506	SBD41446	CAX70	15	34.9	35.9	S	NON-EXEMPT	0
Description:							PTC	61,100	Agency	HESPERIA	

EUCALYPTUS AT I-15 CONSTRUCT INTERCHANGE 3 LANES IN EA DIR STANDARD I/C CONFIG.(JOINT PROJECT BETWEEN VICTORVILLE AND HESPERIA)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	500			500				500				500
SBD41446 Total	500			500				500				500

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
70	San Bernardino	MDAB	0203	34170		15	38.3	39.4	S	NON-EXEMPT	0
Description:							PTC	90,009	Agency	VICTORVILLE	

N VICTORVILLE AT LA MESA ROAD/NISQUALLI ROAD CONSTRUCT I/C NEW 6 LANE INTERCHANGE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO - ISTEA		4,823		4,823	4,823							4,823
DEMO-SAFETEA-LU		1,200		1,200	1,200							1,200
SECTION 115		250		250	250							250
TP LOCAL	3,800			3,800	3,800							3,800
ITY FUNDS	2,129	8,077	11,724	21,930	21,930							21,930
EVELOPER FEES			17,376	17,376	17,376							17,376
BD CO MEASURE I			7,776	7,776	7,776							7,776
ORRIDOR MOBILITY PROGRAM			21,324	21,324	21,324							21,324

STATE CASH - PRIOR STIP		11,530		11,530	11,530								11,530
34170 Total	5,929	25,880	58,200	90,009	90,009								90,009

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
556	San Bernardino	MDAB	0203	35556	CAY62	15	41.9	46	S	NON-EXEMPT	0
Description:							PTC	146,676	Agency	CALTRANS	

IN THE CITY OF VICTORVILLE FROM 0.6 MILES NORTH OF MOJAVE DRIVE TO 1.0 NORTH OF EXISTING STODDARD WELLS ROAD WELLS OVERCROSSING. RECONSTRUCT D/E/STODDARD WELLS RD IC'S. WIDEN BRIDGES (NO NEW LANES). CONSTRUCT NEW COLLECTOR DISTRIBUTOR RD OVER D/E/AND BNSF RR TO PARRALLEL I-15 NB INCLUDES ITS OWN BRIDGE. RECONST/REALIGN EAST/WEST FRONTAGE RDS, CONST NEW AUX LN. (REFER TO MODELING DETAILS)(CA061)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO - TEA 21			750	750		750						750
PRIVATE FUNDS			1,010	1,010		1,010						1,010
STATE CASH - IIP	16,147	11,879	7,783	35,809	28,026	7,783						35,809
STATE CASH - RIP		3,955	3,783	7,738	3,955	3,783						7,738
STIP ADVANCE CON-IIP		8,891	60,075	68,966	8,891	60,075						68,966
STIP ADVANCE CON-RIP		3,207	29,196	32,403	32,403							32,403
35556 Total	16,147	27,932	102,597	146,676	73,275	73,401						146,676

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
580	San Bernardino	MDAB		35558	NCN46	15	41.9	45.4	S	EXEMPT - 93.126	0
Description:							PTC	2,446	Agency	CALTRANS	

IN SAN BERNARDINO CO. - GATEWAY ENHANCEMENTS ON I-15 FROM MOJAVE DR. IN VICTORVILLE TO STODDARD WELLS RD. IN BARSTOW-RETENTION WALL ENHANCMENTS AND LANDSCAPING(PPNO0175N)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE CASH - IIP	69			69	69							69
STIP ADVANCE CON-IIP			1,846	1,846		1,846						1,846
STP ENHANCE-IIP TEA	531			531	531							531
35558 Total	600		1,846	2,446	600	1,846						2,446

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
055026	San Bernardino	MDAB	4561	SBD55026	CAR63	15	55	1	S	NON-EXEMPT	0
Description:							PTC	8,546	Agency	VARIOUS AGENCIES	

EUCALYPTUS STREET FROM I-15 TO PEACH AVENUE - RECONSTRUCT AND WIDEN FROM 2 TO 4 LANES AND CONSTRUCT RAILROAD CROSSING

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	1,000	1,000	6,546	8,546	8,546							8,546
SBD55026 Total	1,000	1,000	6,546	8,546	8,546							8,546

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
141	San Bernardino	MDAB		4ITS04	ITS12	15	107.3	107.3	S	EXEMPT - 93.126	0
Description:							PTC	260	Agency	CALTRANS	

C. V. KANE SCRRA INTERPRETIVE DISPLAYS (NEAR THE CITY OF BARSTOW, AT THE C.V. KANE SAFETY ROADSIDE REST AREA (SCRRA) INSTALL INTERPRETIVE DISPLAYS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE CASH - IIP	6	1	23	30	2	5	23					30
STIP ADVANCE CON-IIP	52	2	176	230	19	35	176					230

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

0G841 Total	58	3	199	260	21	40	199	260					

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
20144	San Bernardino	MDAB	S328	20020144	CAY67	18	15	35.9	S	NON-EXEMPT	0
Description:							PTC	1,156,000	Agency	VICTORVILLE	

HI- DESERT CORR. PHASE 1, SR-18 REALIGNMENT FROM US 395 IN ADELANTO TO SR-18 E/O APPLE VALLEY. CONSTRUCT 4-6 LANE FREEWAY/EXPRESSWAY. CONSTRUCT NEW IC @I-15 W/AUX LANES NORTH AND SOUTH OF NEW IC. CONSTRUCT INTERSECTION @US 395 W/TURN POCKETS TO NORTH AND SOUTH (combined project includes former RTIP Project 20061702)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU	7,000			7,000	7,000							7,000
DEMO - TEA 21	5,629			5,629	5,629							5,629
PUBLIC LAND HWYS	2,000			2,000	2,000							2,000
SECTION 112	1,000			1,000	1,000							1,000
CITY FUNDS	10,000	10,000		20,000				20,000				20,000
20020144 Total	25,629	10,000		35,629	15,629			20,000				35,629

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
910	San Bernardino	SCAB		0A7910	NCN46	18	31.4	31.8	S	EXEMPT - 93.126	0
Description:							PTC	2,265	Agency	CALTRANS	

N RUNNING SPRINGS FROM RTE. 18 FROM N/O NOB HILL DR. TO S/O R.S. SCHOOL RD. AND RTE 330 FROM S/O RTE. 18 TO RTE. 18-RURAL GATEWAY BEAUTIFICATION-AESTHETIC IMPROVEMTNS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE CASH - IIP	56		204	260	260							260
STP ENHANCE-IIP TEA	430		1,575	2,005	2,005							2,005
0A7910 Total	486		1,779	2,265	2,265							2,265

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1702	San Bernardino	MDAB		1C0404	CAY63	18	43.4	17	S	NON-EXEMPT	0
Description:							PTC	4,000,000	Agency	HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY	

-220 HIGH DESERT CORRIDOR-WEST TO EAST SR-14 TO US 395 CONNECTING AT SB COUNTY, . CONSTRUCT NEW 4-6 LANE FACILITY (PART OF 20020144) JPA PROJECT. SR. 138 PM 43.4 TO SR18T 17.0 S.B. COUNTY LINE 0.0.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU	800			800	800							800
PRIVATE FUNDS	33,500			33,500	33,500							33,500
20061702 Total	34,300			34,300	34,300							34,300

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
12	San Bernardino	MDAB	S393	200612	CAR63	18	93	94.7	S	NON-EXEMPT	0
Description:							PTC	14,400	Agency	APPLE VALLEY	

R 18 FROM APPLE VALLEY RD. TO CORWIN RD. - WIDEN FROM 4-6 LANES (APPROX. 3 MI)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	1,300	100	13,000	14,400	14,400							14,400
200612 Total	1,300	100	13,000	14,400	14,400							14,400

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
110602	San Bernardino	MDAB		4AL04	LUM01	18	94.2	94.6	S	EXEMPT - 93.126	0
Description:							PTC	4,650	Agency	APPLE VALLEY	

SR18 AT APPLEY VALLEY ROAD INTERSECTION REALIGNMENT WITH TURN AND APPROACH LANES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	550	100	4,000	4,650	650	4,000						4,650
20110602 Total	550	100	4,000	4,650	650	4,000						4,650

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
51	San Bernardino	MDAB	4617	4351	CAX63	58	22.2	31.1	S	NON-EXEMPT	0
Description:							PTC	298,326	Agency	CALTRANS	

SR58 EXPRESSWAY-REALIGN AND WIDEN FROM 2-4 LANE EXPRESSWAY. NEW INTERCHANGES AT LENWOOD RD AND HINKLEY RD. 2.4 MILES WEST OF HIDDEN RIVER RD. TO 0.7 MILES EAST OF LENWOOD ROAD -- REALIGN AND WIDEN TO 4 LANE EXPRESSWAY (2-4 LANES) (PHASE 2)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
NATIONAL HWY SYSTEM - IIP	13,993			13,993	13,993							13,993
STATE CASH - IIP		2,624		2,624			2,624					2,624
STIP ADVANCE CON-IIP		20,251		20,251			20,251					20,251
4351 Total	13,993	22,875		36,868	13,993		22,875					36,868

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
70	San Bernardino	MDAB	0203	34770	CAX67	58	143.5	12.9	S	NON-EXEMPT	0
Description:							PTC	148,067	Agency	CALTRANS	

0.4 MILES WEST OF KERN CO LINE TO 7.5 MI EAST OF JCT RTE 395 - CONSTRUCT 4 LANE EXPRESS WAY ON NEW ALIGNMENT, NEW INTERCHANGE AT US 395 AND SR 58

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
NATIONAL HWY SYSTEM - IIP	15,044			15,044	15,044							15,044
STATE CASH - IIP		14,523	13,592	28,115	14,523		13,592					28,115
STIP ADVANCE CON-IIP			104,908	104,908			104,908					104,908
34770 Total	15,044	14,523	118,500	148,067	29,567		118,500					148,067

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
132	San Bernardino	SCAB		4M07017	NCR88	60		.01	S	NON-EXEMPT	0
Description:							PTC	7,900	Agency	ONTARIO	

SR-60 AT ARCHIBALD AVENUE WIDEN ON AND OFF RAMPS (2-3 LANES EACH WAY)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEVELOPER FEES	783		4,439	5,222	783			4,439				5,222
SBD CO MEASURE I	402		2,276	2,678	402			2,276				2,678
201132 Total	1,185		6,715	7,900	1,185			6,715				7,900

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
114	San Bernardino	SCAB		4M04050	CAR75	60	1.1	3.55	S	NON-EXEMPT	0
)escription:							PTC	27,779	Agency	CHINO	

VIDENING OF CENTRAL AVENUE BRIDGE CROSSING SR-60 TO ACCOMODATE WIDENING OF RAMPS AND THE DESIGNATED FREEWAY LANES.

'und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ITY FUNDS	1,556			1,556	1,556							1,556
01114 Total	1,556			1,556	1,556							1,556

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
133	San Bernardino	SCAB		4M07017	NCRH3	60	4.5	5	S	NON-EXEMPT	0
escription:							PTC	1,620	Agency	CALTRANS	

R 60 AT EUCLID WIDEN W/B EXIT RAMP FROM 2-3 LANES

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EVELOPER FEES	445			445	445							445
3D CO MEASURE I	55			55	55							55
TATE CASH- SHOPP	600	20	500	1,120	1,120							1,120
01133 Total	1,100	20	500	1,620	1,620							1,620

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
04	San Bernardino	SCAB	S394	200604	CARH3	60	5.1	1	S	NON-FEDERAL/NON-REGIONAL	0
escription:							PTC	50,810	Agency	ONTARIO	

R60 AT GROVE AVENUE INTERCHANGE RECONSTRUCTION AND GROVE AVE. +/-300 FT. N/S OF SR 60-WIDEN FROM 4-6 LANES

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
VELOPER FEES	4,596			4,596	1,532	3,064						4,596
D CO MEASURE I	3,025			3,025	1,008	2,017						3,025
0604 Total	7,621			7,621	2,540	5,081						7,621

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
12	San Bernardino	SCAB	S404	200602	CARH3	60	6.86	1	S	NON-EXEMPT	0
scription:							PTC	50,810	Agency	ONTARIO	

60 AND VINEYARD AVE. INTERCHANGE RECONSTRUCTION-LENGTHEN BRIDGE TO ACOMMODATE VINEYARD AVE WIDENING AND RAMP WIDENING 4-6 LANES

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
VELOPER FEES	4,596			4,596	1,532	3,064						4,596
D CO MEASURE I	3,025			3,025	1,008	2,017						3,025
0602 Total	7,621			7,621	2,540	5,081						7,621

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit
Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
.350	San Bernardino	MDAB		REG0701	NCN46	62		142.6	S	EXEMPT - 93.126	0
Description:							PTC	1,405	Agency	CALTRANS	

ON VARIOUS ROUTES - RURAL ROADSIDE -ARCHAEOLOGICAL INVENTORY - DIST. 8 (PPNO 0227J)-ARRA STATE TE FUNDING

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ARRA - STATE TRANSPORTATION ENHANCEMENT			1,405	1,405	1,405							1,405
0L350 Total			1,405	1,405	1,405							1,405

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)0851	San Bernardino	MDAB		4A01383	CAX63	62	8.8	12.64	S	NON-EXEMPT	0
Description:							PTC	11,000	Agency	YUCCA VALLEY	

SR 62 FROM FAIRWAY TO CAMINO DEL CIELO; AND PALM TO AIRWAY WIDENING FROM 4-6 LANES, INSTALL MEDIANS, SIGNALS, SIDEWALKS, AND CURB AND GUTTER

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	2,000	3,000	6,000	11,000	5,000	6,000						11,000
200851 Total	2,000	3,000	6,000	11,000	5,000	6,000						11,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)930	San Bernardino	MDAB		4A01383	CAX63	62	9.21	11.75	S	NON-EXEMPT	0
Description:							PTC	50,544	Agency	YUCCA VALLEY	

SR 62 REALIGNMENT FROM APPROX. 445' W/O CAMINO DEL CIELO TO TROJAN LANE-WIDEN 4-6 LANES. REALIGNING KICKAPOO TO ACOMA, RAISED MEDIAN ISLAND, TRAFFIC SIGNALS, SIDEWALKS AND STREET LIGHTS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	6,000	21,544	23,000	50,544	6,000	21,544	23,000					50,544
0G930 Total	6,000	21,544	23,000	50,544	6,000	21,544	23,000					50,544

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)84103	San Bernardino	MDAB		4OM0701	ITS02	62	9.3	10.8	S	TCM	0
Description:							PTC	226	Agency	YUCCA VALLEY	

SR62 -TRAFFIC CONTROL SYCNRONIZATION OF 4 TRAFFIC SIGNALS FROM CAMINO DEL CIELO/SR62 TRAFFIC SIGNAL THROUGH ACOMA TRAIL SR 62 TRAFFIC SIGNAL PROGRAM

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ	50		176	226	226							226
20084103 Total	50		176	226	226							226

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
)60203	San Bernardino	SCAB		20060203	NCN34	62	9.61	9.81	S	EXEMPT - 93.126	0
Description:							PTC	320	Agency	YUCCA VALLEY	

SR 62 SAFETY & UTILITY IMPROVMNTS-TCRP 129 ON SR 62 FROM LA HONDA WY EAST APPROX. 0.2 MILES TO DOMOSA - INSTALL RAISED LANDSCAPED MEDIANS, SIDEWALKS, UTIL U/GROUND/DRAINAGE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
LOCAL TRANS FUNDS	80			80	80							80
TRAFFIC CONGESTION RELIEF	240			240	240							240

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

0060203 Total		320			320	320								320

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
35	San Bernardino	MDAB		200435	NCN34	62	10.76	11.33	S	EXEMPT - 93.126	0
escription:							PTC	2,740	Agency	YUCCA VALLEY	

N SH62 IN YUCCA VALLEY FROM APACHE TRAIL EAST TO APPROX 0.5 MILES TO PALM AVE. INSTALL NEW RAISED MEDIAN, CONSTRUCT CURB & GUTTER & NEW STREET LIGHTS, AND EW SIGNAL AT CHURCH ST.(CA543)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
EMO-SAFETEA-LU		180	1,420	1,600	1,600							1,600
UBLIC LAND HWYS	75		425	500	500							500
BD CO MEASURE I	150	170	320	640	640							640
00435 Total	225	350	2,165	2,740	2,740							2,740

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0901	San Bernardino	MDAB		REG0701		62	30.69	32.53	S	EXEMPT - 93.126	0
escription:							PTC	4,650	Agency	TWENTYNINE PALMS	

N SR 62 FROM ENCELIA RD. TO CIENEGA RD. ROAD REHABILITATION

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FUNDS	450	450	1,750	2,650	2,650							2,650
AL TRANS FUNDS	250			250	250							250
D CO MEASURE I			1,750	1,750	1,750							1,750
080901 Total	700	450	3,500	4,650	4,650							4,650

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0133	San Bernardino	SCAB	S301	20010133	CART2	66	4.1	5.6	S	EXEMPT - 93.127	0
scription:							PTC	10,632	Agency	RANCHO CUCAMONGA	

DEN FOOTHILL BOULEVARD (OLD STATE ROUTE 66) BETWEEN SAN BERNARDINO RD AVENUE AND VINEYARD AVE. REMOVES THE EAST UPLAN UNDERPASS BRIDGE ALSO KNOWN AS E PACIFIC ELECTRIC RR BRIDGE, CONSTRUCTS A NEW PUBLIC TRAIL BRIDGE ALONG THE RR ALIGNMENT AND ADDES, RAISED MEDIANS, SIDEWALKS, STREET LIGHTING, LANDSCAPING D AN ARCH SPANNING FOOTHILL BOULEVARD AS A MONUMENT TO THE HISTORIC ROUTE 66.

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
E	104			104	104							104
DEVELOPMENT FUNDS	830	182	9,491	10,503	10,503							10,503
010133 Total	934	182	9,491	10,607	10,607							10,607

lectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
85	San Bernardino	SCAB	0203	20010133	CART2	66	4.1	5.6	S	NON-EXEMPT	0
scription:							PTC	6,006	Agency	RANCHO CUCAMONGA	

DEN FOOTHILL BOULEVARD (OLD STATE ROUTE 66) BETWEEN GROVE AVENUE AND SAN BERNARDINO RDWIDEN FROM 4-6 LANES INCLUDES RAISED MEDIANS, SIDEWALKS, STREET HTING, LANDSCAPING AND AN ARCH SPANNING FOOTHILL BOULEVARD AS A MONUMENT TO THE HISTORIC ROUTE 66.

d	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
	70			70	70							70
EVELOPMENT FUNDS	675	475	4,786	5,936	4,436	1,500						5,936
1185 Total	745	475	4,786	6,006	4,506	1,500						6,006

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)
Local Highway, State Highway, Transit
Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
00	San Bernardino	SCAB		0F100	NCN46	71	4.8	8.5	S	EXEMPT - 93.126	0

Description: PTC 1,974 Agency CALTRANS

ON RTE. 71 FROM SOQUEL CYN PARKWY TO RIVERSIDE CO. LINE AND RIV. CO FROM S.B. CO LINE TO SANTA ANA RIVER BRIDGE -PHASE 1- TREE PLANTING AND AESTHETICS-

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ARRA - TRANSPORTATION ENHANCEMENT			1,528	1,528	1,528							1,528
STATE CASH - IIP	446			446	446							446
0F100 Total	446		1,528	1,974	1,974							1,974

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
11	San Bernardino	SCAB	0203	34011	CAX63	138	2.9	15.2	S	NON-EXEMPT	0

Description: PTC 87,181 Agency CALTRANS

NEAR WRIGHTWOOD FROM PHELAN RD TO I-15 WIDEN FROM 2 TO 4 LANES (EA3401U)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
NATIONAL HWY SYSTEM - IIP	11,459			11,459	11,459							11,459
STATE CASH - IIP		10,633	5,694	16,327	16,327							16,327
STATE CASH - RIP			1,772	1,772	1,772							1,772
STIP ADVANCE CON-IIP			43,945	43,945	43,945							43,945
STIP ADVANCE CON-RIP			13,678	13,678	13,678							13,678
34011 Total	11,459	10,633	65,089	87,181	87,181							87,181

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
40	San Bernardino	MDAB		4ITS04	NCN33	138	13.7	13.7	S	EXEMPT - 93.126	0

Description: PTC 570 Agency CALTRANS

CONSTRUCT A NEW VISTA POINT AT ROUTE 138 WITH PAVED AREA FOR 10 PARKING SPACES INCLUDING 2 SPACES FOR ADA DRIVERS WITH DECORATIVE FENCE AND INTERPRETIVE SIGNS.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE CASH - IIP	16	1	48	65		4	13	48				65
STIP ADVANCE CON-IIP	124	7	374	505		28	103	374				505
P240 Total	140	8	422	570		32	116	422				570

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
20	San Bernardino	SCAB	4020	20620	CAX68	210		22.8	S	TCM Committed	0

Description: PTC 482,339 Agency VARIOUS AGENCIES

PLAND TO SAN BERNARDINO FROM LA CO LINE TO RTE 215 - 8 LN FREEWAY INCLUDING 2 HOV LNS (6+2)-210 CORR. W/AUX LNS THRUOUT SEGS. 9-11(SEG.11 INCL CONNECTOR BETWEEN 210 & 215 (MORE)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			19,241	19,241	19,241							19,241
RTP LOCAL			1,393	1,393	1,393							1,393
3D CO MEASURE I	15,636		44,347	59,983	59,983							59,983
CORRIDOR MOBILITY PROGRAM			22,000	22,000	22,000							22,000
NATIONAL HWY SYSTEM - IIP			2,889	2,889	2,889							2,889

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

STATE CASH - RIP			57,967	57,967	57,967	57,967
SURFACE TRANS PROG - RIP	5,931	111,729	121,206	238,866	238,866	238,866
20620 Total	21,567	111,729	269,043	402,339	402,339	402,339

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
432	San Bernardino	SCAB		20432	NCN46	210	9.7	10.7	S	EXEMPT - 93.126	0
Description:							PTC	1,802	Agency	CALTRANS	

ON RTE 210 FROM ETIWANDA AVE.- 2.0 MI. NORTH TO 0.5 MI SOUTH OF RTE 210 - MITIGATION PLANTING 2,200 1-GAL. EUCALYPTUS TREES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE CASH - IIP			1,303	1,303	1,303							1,303
SURFACE TRANS PROG - IIP	439	60		499	499							499
20432 Total	439	60	1,303	1,802	1,802							1,802

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
84106	San Bernardino	SCAB		4OM0701	NCN46	210	16.3	22.9	S	EXEMPT - 93.126	0
Description:							PTC	9,574	Agency	SANBAG	

ON SR 210 LANDSCAPING SEGMENTS 8-11 - PROVIDE PLANTING, IRRIGATION AND INERT GROUNDCOVER ALONG SR210 FROM WEST OF SIERRA AVE IN THE CITY OF FONTANA TO SR210/I-215 I.C IN SAN BERNARDINO (toll credits to be used in con phase. STPLS added for $210,000 in FY2010/11).

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TP LOCAL			5,000	5,000	1,000	4,000						5,000
OCAL ADVANCE CONSTRUCTION			4,000	4,000	4,000							4,000
BD CO MEASURE I			574	574	574							574
0084106 Total			9,574	9,574	5,574	4,000						9,574

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0110	San Bernardino	SCAB		4M1007	CAX70	210	19.4	20.2	S	NON-EXEMPT	0
escription:							PTC	18,965	Agency	SANBAG	

ONSTRUCT NEW FULL-SERVICE INTERCHANGE WITH DIAMOND CONFIGURATION AT SR-210 AND PEPPER AVENUE IN THE CITY OF RIALTO. ADD WB AND EB ACCEL AND DECEL LANES ND LOCAL STREET IMPROVEMENTS (CONSTRUCT 4 LANES ON PEPPER AVE FROM HIGHLAND AVE TO 160 FT SOUTH OF SR-210).

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
BD CO MEASURE I	2,875	1,000	15,090	18,965	3,875	15,090						18,965
0110110 Total	2,875	1,000	15,090	18,965	3,875	15,090						18,965

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1625	San Bernardino	SCAB		4M01005	CAX63	210	26.7	33.2	S	NON-EXEMPT	0
escription:							PTC	143,939	Agency	SANBAG	

R210 LANE ADDITION - ADD 1 MIXED FLOW LANE IN EACH DIRECTION FROM HIGHLAND AVE(S/B). TO I-10 (REDLANDS) INCLUDES AUX. LANES BETWEEN HIGHLAND AND 5TH STS AND AN CCELERATION LANE AT 5TH ST. S/B ON RAMP

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
P LOCAL			43,523	43,523						43,523		43,523
D CO MEASURE I	11,870	1,500	43,523	56,893	3,561			9,809		43,523		56,893
RFACE TRANS PROG - RIP			43,523	43,523						43,523		43,523
111625 Total	11,870	1,500	130,569	143,939	3,561			9,809		130,569		143,939

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
1154	San Bernardino	SCAB	0203	4M01003		210	30	30.75	S	NON-EXEMPT	0
Description:							PTC	6,225	Agency	HIGHLAND	

SR 210 AT 5TH ST/GREENSPOT RD; ON AND OFF RAMPS WIDENING; ADD LANES (.45) ORIGINALLY PORTION OF PROJECT 200429 PROJECT ADDS 1 LANE N/B TO EXISTING 2 LANES AND ADDING 2 LANES TO EXISTING TO LANES TO N/B OFF RAMP AND ADDING 1 LANE TO EXISTING 2 LANE S/B OFF RAMP

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REDEVELOPMENT FUNDS	1,000		5,225	6,225				1,000	5,225			6,225
2011154 Total	1,000		5,225	6,225				1,000	5,225			6,225

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
153	San Bernardino	SCAB		4M01003	NCR88	210	30	30.75	S	NON-EXEMPT	0
Description:							PTC	5,070	Agency	HIGHLAND	

WIDEN 5TH ST FROM CITY CRK TO SR210; RESTRIPE 5TH ST FROM 4-6LNS BTW CHURCH AVE & SR210; RESTRIPE 210 UNDERCROSSING 4-5LNS BTW RAMPS WITH ADD. TURN LN. CONSTRUCT TRUCK ACCL. LN ON SB SR210 ON-RAMP AND FWY MAINLINE INCLUDING WIDENING OF EXISTING FWY BRIDGE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
PRIVATE FUNDS	507		4,563	5,070	507			4,563				5,070
201153 Total	507		4,563	5,070	507			4,563				5,070

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
031850	San Bernardino	SCAB	0203	SBD31850		215	.58	1.66	S	NON-EXEMPT	0
Description:							PTC	141,407	Agency	SANBAG	

N GRAND TERRACE AT I-215 BARTON ROAD INTERCHANGE RECONSTRUCT OC AND RAMPS WITH PARTIAL CLOVERLEAF CONFIGURATION NW OF I-215 WORK INCL ADD OF NB AUX LN.LOCAL STREET WORK TO INCL WIDENING OF BARTON RD, REMOVAL OF LA CROSSE AVE. BETWEEN VIVENDA AVE & BARTON RD, REPLACEMENT W/ NEW LOCAL ROAD, IMPROVEMENTS TO THE BARTON RD AND MICHIGAN WAY/VIVENDA AVE INTERSECTION AND REALIGNMENT OF COMMERCE WAY

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DEMO-SAFETEA-LU	1,000	1,000		2,000	2,000							2,000
PRIVATE FUNDS	208			208	208							208
SBD CO MEASURE I	624	6,979	106,183	113,786	7,603	106,183						113,786
STATE CASH - RIP	3,727	21,686		25,413	25,413							25,413
SBD31850 Total	5,559	29,665	106,183	141,407	35,224	106,183						141,407

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
630	San Bernardino	SCAB		4M01043	PLN40	215	1.9	3.1	S	NON-EXEMPT	0
Description:							PTC	152,821	Agency	SANBAG	

-215 MT. VERNON/WASHINGTON ST. INTERCHANGE-RECONSTRUCT I/C-(PROJECT IS IN REPLACE O/C STRUCTURE; RECONFIGURE ON/OFF RAMPS; ADD SB ACCEL AND NB DECEL LANE-IMPROVEMENTS TO LOCAL STREETS (PA & ED ONLY)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
PRIVATE FUNDS	355			355	355							355
SBD CO MEASURE I	1,065			1,065	1,065							1,065
M630 Total	1,420			1,420	1,420							1,420

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
	San Bernardino	SCAB	S298	713	CAX69	215	4.1	10.1	S	TCM Committed	0

escription: PTC 718,586 Agency VARIOUS AGENCIES

215 CORRIDOR NORTH - IN SAN BERNARDINO, ON I-215 FROM RTE 10 TO RTE 210 - ADD 2 HOV & 2 MIXED FLOW LNS (1 IN EA. DIR.) AND OPERATIONAL IMP INCLUDING AUX LANES AND RAIDED RAMP

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RRA - REGIONAL SURFACE RANSPORTATION PROGRAM			77,212	77,212	77,212							77,212
RRA - SURFACE RANSPORTATION PROGRAM			49,120	49,120	49,120							49,120
RRA - TRANSPORTATION NHANCEMENT			1,732	1,732	1,732							1,732
MAQ		38,877	63,823	102,700	102,700							102,700
EMO - TEA 21			2,063	2,063	2,063							2,063
ROJECTS OF NATIONAL AND EGIONAL SIGNIFICANCE		17,095	38,905	56,000	56,000							56,000
TP LOCAL			64,157	64,157	64,157							64,157
3D CO MEASURE I	27,594	23,646	10,033	61,273	61,273							61,273
ORRIDOR MOBILITY PROGRAM			59,000	59,000	59,000							59,000
ATE CASH - PRIOR STIP	5,390	38,348		43,738	43,738							43,738
ATE CASH - RIP			95,949	95,949	95,949							95,949
URFACE TRANS PROG - RIP	14,052	66,590		80,642	80,642							80,642
AFFIC CONGESTION RELIEF			25,000	25,000	25,000							25,000
3 Total	47,036	184,556	486,994	718,586	718,586							718,586

rojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
9204	San Bernardino	SCAB	0203	SBD59204	NCRH3	215	11.6	1	S	NON-EXEMPT	0

scription: PTC 22,513 Agency SAN BERNARDINO, CITY OF

15 AT UNIVERSITY PARKWAY INTERCHANGE - CONSTRUCT SOUTHBOUND UNIVERSITY PARKWAY -INTERCHANGE RECONFIGURATION AND AUX. LANE ON EACH SIDE, NEW RAMP

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MO-SAFETEA-LU			5,000	5,000		5,000						5,000
ERSTATE MAINT. CRETIONARY - H.R. 2764	1,258			1,258	1,258							1,258
VELOPER FEES	1,247		13,920	15,167	1,247		13,920					15,167
D CO MEASURE I	1,088			1,088	450	638						1,088
D59204 Total	3,593		18,920	22,513	2,955	5,638	13,920					22,513

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
4	San Bernardino	SCAB	0203	200614	CAX69	215	21.4	5.1	S	NON-EXEMPT	0

scription: PTC 212,545 Agency SANBAG

5 BI-COUNTY HOV LANE GAP CLOSURE PROJECT- ADD 1 HOV LANE IN EACH DIRECTION FROM SPRUCE ST. ON RIV 91 TO ORANGE SHOW RD;(ALSO INCLUDES RTP 4M0803 (STIP 2010 881 RCTC and $45089 SANBAG)

d	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
AQ	10,844	4,765		15,609	15,609							15,609
LOCAL			34,850	34,850				17,425	7,000	10,425		34,850

LOCAL ADVANCE CONSTRUCTION			34,850	34,850	34,850						34,850
PRIVATE FUNDS	1,305			1,305	1,305						1,305
SBD CO MEASURE I	4,815	5,447	28,054	38,316	38,316						38,316
CORRIDOR MOBILITY PROGRAM			15,460	15,460	15,460						15,460
NATIONAL HWY SYSTEM - RIP	2,185		69,970	72,155	72,155						72,155
200614 Total	19,149	10,212	183,184	212,545	177,695			17,425	7,000	10,425	212,545

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0451	San Bernardino	MDAB		4M0802	PLN40	395	4	19.3	S	EXEMPT - 93.127	0

Description: PTC 2,000 Agency CALTRANS

US-395 (HESPERIA, VICTORVILLE, & ADELANTO) FROM I-15 TO 1.8 MI. S/O DESERT FLOWER RD.-INTERIM WIDENING-WIDEN FROM 2-4 LANES AND ADD LEFT TURN CHANNELIZATION AT INTERSECTIONS(PA&ED)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STP LOCAL	1,400			1,400	1,400							1,400
CITY FUNDS	600			600	600							600
200451 Total	2,000			2,000	2,000							2,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
04[illegible]	San Bernardino	SCAB		34040	CAX63	395	15.7	48	S	NON-EXEMPT	0

Description: PTC 14,000 Agency CALTRANS

ON US395 FROM HIGH DESERT CORRIDOR TO FARMINGTON RD.NEW 4 LANE EXPRESSWAY- WIDEN FROM 2-4 LANES ON EXISTING ALIGHNMENT LEFT TURN CHANNELIZATIONS AT INTERSECTIONS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
PRIVATE FUNDS	6,000			6,000	6,000							6,000
NATIONAL HWY SYSTEM - IIP	4,000			4,000	4,000							4,000
SURFACE TRANS PROG - RIP	4,000			4,000	4,000							4,000
34040 Total	14,000			14,000	14,000							14,000

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
DLS01	San Bernardino	SCAB		REG0701	NCR31	999			S	EXEMPT - 93.126	0

Description: PTC 226,478 Agency CALTRANS

GROUPED PROJECTS FOR SAFETY IMPROVMNTS - SHOPP COLLISION REDUCTION PROGRAM-PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 EXEMPT TABLES 2 & 3 CATEGORIES - RAILROAD/HIWAY XING, SAFER NON-FED AID SYSTEM ROADS, SHOULDER IMPROVMTS, TRAFFIC CONTRL DEVICES & OPER ASSIST OTHER THAN SIGNALIZATION PROJECTS @ INDIVIDUAL INTERSECTIONS, PAVEMT MARKING DEMOS, TRUCK CLIMBING LNS O/S THE URBANIZED AREA

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SHOPP - ADVANCE CONSTRUCTION			210,548	210,548	87,602	5,077	117,869					210,548
STATE CASH- SHOPP			15,930	15,930	658		15,272					15,930
SBDLS01 Total			226,478	226,478	88,260	5,077	133,141					226,478

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
.S011	San Bernardino	SCAB		REG0701	SHP03	999			S	EXEMPT - 93.126	0
:scription:							PTC	7,334	Agency	CALTRANS	

ROUPED PROJECTS FOR SAFETY IMPROVEMENTS - SHOPP MANDATES PROGRAM-PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 EXEMPT TABLES 2 AND 3 CATEGORIES- ILROAD/HIGHWAY CROSSING, SAFER NON-FEDERAL AID SYSTEM ROADS. SHOULDER IMPROVEMENTS, TRAFFIC CONTROL DEVICES AND OPERATING ASSISTANCE OTHER THAN GNALIZATION PROJECTS. INTERSECTION SIGNALIZATION PROJECTS AT INDIVIDUAL INTERSECTIONS, PAVEMENT MARKING

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
OPP - ADVANCE NSTRUCTION			6,666	6,666	1,509	5,157						6,666
ATE CASH- SHOPP			668	668		668						668
DLS011 Total			7,334	7,334	1,509	5,825						7,334

ojectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
S02	San Bernardino	SCAB		REG0701	SHP03	999			S	EXEMPT - 93.126	0
scription:							PTC	374,322	Agency	CALTRANS	

OUPED PROJECTS FOR PAVEMENT RESURFACING AND/OR REHABILITATION - SHOPP ROADWAY PRESERVATION PROGRAM-PROJECTS ARE CONSISTENT W/40 CFR PART 93.126 EMPT TABLES 2-PAVEMENT RESURFACING AND/OR REHAB. EMERGENCY RELIEF (23 U.S.C.125) WIDENING NARROW PAVEMENTS OR RECONSTRUCTING BRIDGES (NO ADDL TRAVEL NES)

	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
P - ADVANCE NSTRUCTION			369,376	369,376	331,204		38,172					369,376
TE CASH- SHOPP			4,946	4,946			4,946					4,946
DLS02 Total			374,322	374,322	331,204		43,118					374,322

ectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
03	San Bernardino	SCAB		REG0701	SHP02	999			S	EXEMPT - 93.126	0
cription:							PTC	16,960	Agency	CALTRANS	

OUPED PROJECTS FOR SHOULDER IMPROVEMENTS - SHOPP ROADSIDE PRESERVATION PROGRAM-PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 EXEMPT TABLES 2 TEGORY -PAVEMENT RESURFACING AND OR REJABILITATION. EMMERGENCY RELIEF (23U.S.C. 125) WIDENING NARROW PAVEMENTS OR RECONSTRUCTING BRIDGES (NO ADDLT VEL LANES

d	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
PP - ADVANCE STRUCTION			15,015	15,015		15,015						15,015
TE CASH- SHOPP			1,945	1,945		1,945						1,945
LS03 Total			16,960	16,960		16,960						16,960

ctID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
04	San Bernardino	SCAB		REG0701	SHP01	999			S	EXEMPT - 93.126	0
ription:							PTC	233,045	Agency	CALTRANS	

UPED PROJECTS FOR SAFETY IMPROVEMENTS - SHOPP MOBILITY PROGRAM-PROJECTS ARE CONSISTENT W/40 CFR PART 93.126 EXEMPT TABLES 2 & 3-RAILROAD/HIWAY XING, ER NON-FED AID SYSTEM ROADS, SHOULDER IMPRVMTS,TRAFFIC CONTROL DEV., &OPERATING ASSIST OTHER THAN SIGNALIZATION PROJECTS, INTERSECT SIGNALIZATION PROJS DIVIDUAL INTERSECTS, PAVEMENT MARKING DEMOS,TRUCK CLIMBING LNS OUTSIDE URBAN AREA, LIGHT

	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
P AUGMENTATION			24,384	24,384	24,384							24,384
P - ADVANCE TRUCTION			208,661	208,661	208,661							208,661

SBDLS04 Total				233,045	233,045	233,045								233,045

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
DLS05	San Bernardino	SCAB		REG0701	SHP03	999		1	S	EXEMPT - 93.126	0
Description:							PTC	12,110	Agency	CALTRANS	

GROUPED PROJECTS FOR SAFETY IMPROVEMENTS, SHOULDER IMPROVEMENTS, PAVEMENT RESURF AND/OR OTHER REHAB - (PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 EXEMPT TABLES 2 & 3) R/R/HIWAY XING, SAFER NON FED-AD SYSTEM ROADS, SHOULDER IMPROVMENTS, TRAFFIC CONTROL DEVICES&OPERATING ASSIST OTHER THAN SIGNALIZATION PROJECTS OR PROJECTS AT INDIVIDUAL SIGNALS, PAVEMT. MARK DEMOS, TRUCK CLIMBING LNS OUTSIDE UR

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SHOPP - ADVANCE CONSTRUCTION			10,375	10,375	10,375							10,375
STATE CASH- SHOPP			1,735	1,735	1,735							1,735
SBDLS05 Total			12,110	12,110	12,110							12,110

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
DLS07	San Bernardino	SCAB	0203	REG0702	CAR60	999			S	EXEMPT - 93.126	0
Description:							PTC	132,148	Agency	CALTRANS	

GROUPED PROJECTS FOR BRIDGE REHABILITATION AND RECONSTRUCTION - SHOPP PROGRAM-PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.123 EXEMPT TABLES 2 CATEGORY WIDENING NARROW PAVEMENTS OR RECONSTRUCTING BRIDGES (NO ADDITIONAL TRAVEL LANES)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SBD CO MEASURE I			5,800	5,800	5,800							5,800
SHOPP - ADVANCE CONSTRUCTION			115,514	115,514	31,892	2,961	80,661					115,514
STATE CASH- SHOPP			10,834	10,834		384	10,450					10,834
SBDLS07 Total			132,148	132,148	37,692	3,345	91,111					132,148

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
DLS09	San Bernardino	SCAB	0203	REG0701	SHP04	999			S	EXEMPT - 93.126	0
Description:							PTC	36,086	Agency	CALTRANS	

GROUPED PROJECTS FOR EMERGENCY RESPONSE PROJECTS AT VARIOUS LOCATIONS IN SAN BERNARDINO COUNTY (PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126,127,128 EXEMPT)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
SHOPP - ADVANCE CONSTRUCTION			36,034	36,034	35,636	398						36,034
STATE CASH- SHOPP			52	52		52						52
SBDLS09 Total			36,086	36,086	35,636	450						36,086

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
DLS13	San Bernardino	SCAB		REG0702		999	999	999	S	EXEMPT - 93.126	0
Description:							PTC	1,620	Agency	CALTRANS	

GROUPED PROJECTS FOR IIP TE STATE PROJECTS - VARIOUS LOCATIONS WITHIN SAN BERNARDINO COUNTY (PROJECTS ARE EXEMPT UNDER CFR 40 PARTS 51 AND 93

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE CASH - IIP			186	186	186							186
STP ENHANCE-IIP TEA			1,434	1,434	1,434							1,434
SBDLS13 Total			1,620	1,620	1,620							1,620

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
LS14	San Bernardino	SCAB		REG0701	NCR31	999	999	999	S	EXEMPT - 93.126	0

Description: PTC 22,696 Agency CALTRANS

GROUPED PROJECTS FOR PAVEMENT RESURFACING AND/OR REHABILITATION ON THE STATE HIGHWAY SYSTEM - HIGHWAY MAINTENANCE-PROJECTS ARE CONSISTENT WITH 40 CFR PART 93.126 TABLES 2 AND 3 CATEGORIES -PAVEMENT RESURFACING OR REHABILITATION

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
NATIONAL HWY SYSTEM-SHOPP			2,108	2,108		2,108						2,108
SHOPP - ADVANCE CONSTRUCTION			10,510	10,510	10,510							10,510
STATE CASH- SHOPP			2,346	2,346	2,346							2,346
SURFACE TRANSPORTATION PROGRAM - HM			7,732	7,732	7,155	577						7,732
BDLS14 Total			22,696	22,696	20,011	2,685						22,696

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
59303	San Bernardino	SCAB		SBD59303	PPM01	999	999	999	S	EXEMPT - 93.126	0

Description: PTC 7,440 Agency SANBAG

SET ASIDES/RESERVATIONS FOR FUTURE SB45 -PLANNING, PROGRAMMING, & MONITORING

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE CASH - RIP			7,440	7,440	5,940	1,500						7,440
BD59303 Total			7,440	7,440	5,940	1,500						7,440

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
26	San Bernardino	MDAB		200426	PAR16				T	EXEMPT - 93.126	0

Description: PTC 190 Agency BARSTOW

ARATRANSIT VEHICLES - REPLACING 7 PASSENGER GAS BUS 06-1;08-2;09-1

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
LOCAL TRANS FUNDS			190	190	190							190
0426 Total			190	190	190							190

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
0140	San Bernardino	MDAB		4TL204	PAR17				T	EXEMPT - 93.126	0

Description: PTC 663 Agency BARSTOW CITY/COUNTY TRANSIT

ARATRANSIT - VEHICLES 17 PASSENGER REPLACEMENT - ALT. FUEL; 05-01 - REPLACEMENT YEAR 2005-FY 2001 VEHICLE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
IAQ			587	587	587							587
ATE TRANSIT ASSIST			76	76	76							76
020140 Total			663	663	663							663

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
20810	San Bernardino	MDAB		20020810	PAR16			T	EXEMPT - 93.126	0
)escription:						PTC	205	Agency	BARSTOW CITY/COUNTY TRANSIT	

:EPLACEMENT-PARATRANSIT - 9 PASSENGER VEHICLES - GAS - 1-2010/11

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
OCAL TRANS FUNDS			205	205	205							205
0020810 Total			205	205	205							205

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
20811	San Bernardino	MDAB		4TL104	BUN07			T	EXEMPT - 93.126	0
)escription:						PTC	345	Agency	BARSTOW CITY/COUNTY TRANSIT	

IUS STOP AMENITIES - BARSTOW CITY HALL - FOR CENTRAL TRANSFER POINT AND OTHER AMENITIES

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
OCAL TRANS FUNDS			70	70	70							70
TATE TRANSIT ASSIST			275	275	275							275
0020811 Total			345	345	345							345

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
0701	San Bernardino	MDAB		REG0702	PAR16			T	EXEMPT - 93.126	0
'escription:						PTC	533	Agency	BARSTOW CITY/COUNTY TRANSIT	

ARATRANSIT - VEHICLES 22 PASSENGER REPLACEMENT - GAS 08-1;5-2010;2-2011;

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MAQ			348	348	348							348
OCAL TRANS FUNDS			140	140	140							140
TATE TRANSIT ASSIST			45	45	45							45
0040701 Total			533	533	533							533

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
1302	San Bernardino	MDAB		4TL104	ADN55			T	EXEMPT - 93.126	0
escription:						PTC	138	Agency	BARSTOW CITY/COUNTY TRANSIT	

OMPUTER HARDWARE AND SOFTWARE

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TATE TRANSIT ASSIST			138	138	138							138
0041302 Total			138	138	138							138

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
1303	San Bernardino	MDAB		20041303	BUR17			T	EXEMPT - 93.126	0
escription:						PTC	1,290	Agency	BARSTOW CITY/COUNTY TRANSIT	

JS SYSTEM REPLACEMENT 35' GAS FUEL

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MAQ			419	419	419							419

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

STATE TRANSIT ASSIST			54	54	54							54
20041303 Total			473	473	473							473

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
60606	San Bernardino	MDAB	4TL104		BUO00	T	EXEMPT - 93.126	0

Description: PTC 16,763 Agency BARSTOW CITY/COUNTY TRANSIT

BARSTOW -OPERATING EXPENSES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5311 NON-UZA			1,621	1,621	1,621							1,621
FARE REVENUE			1,853	1,853	1,853							1,853
LOCAL TRANS FUNDS			12,013	12,013	12,013							12,013
PRIVATE FUNDS			48	48	48							48
SBD CO MEASURE I			1,228	1,228	1,228							1,228
20060606 Total			16,763	16,763	16,763							16,763

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
80804	San Bernardino	MDAB	REG0702		BUN07	T	EXEMPT - 93.126	0

Description: PTC 428 Agency BARSTOW CITY/COUNTY TRANSIT

CAPITALIZATION OF PREVENTATIVE MAINTENANCE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FRA - FTA 5311			428	428	428							428
20080804 Total			428	428	428							428

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
40811	San Bernardino	MDAB	20040811		PAR16	T	EXEMPT - 93.126	0

Description: PTC 709 Agency MORONGO BASIN TRANSIT AUTHORITY

PARATRANSIT VEHICLE REPLACEMENT - 16 PASSENGER - GAS-07-6;08-4

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			616	616	616							616
STATE TRANSIT ASSIST			93	93	93							93
20040811 Total			709	709	709							709

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
40812	San Bernardino	MDAB	REG0702		BUR17	T	EXEMPT - 93.126	0

Description: PTC 376 Agency MORONGO BASIN TRANSIT AUTHORITY

VEHICLE REPLACEMENT - 28 PASSENGER DEVIATED FIXED ROUTE; 07-2

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			327	327	327							327
STATE TRANSIT ASSIST			49	49	49							49
20040812 Total			376	376	376							376

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit
Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
040813	San Bernardino	MDAB	4TL104		BUR17		T	EXEMPT - 93.126	0
Description:					PTC	1,275	Agency	MORONGO BASIN TRANSIT AUTHORITY	

REPLACEMENT - ALT. FUEL 37 PASSENGER VEHICLES; 3-2011

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			1,200	1,200	1,200							1,200
STATE TRANSIT ASSIST			75	75	75							75
20040813 Total			1,275	1,275	1,275							1,275

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
040815	San Bernardino	MDAB		REG0702	ADN55		T	EXEMPT - 93.126	0
Description:					PTC	30	Agency	MORONGO BASIN TRANSIT AUTHORITY	

ADMINISTRATION EQUIPMENT - COMPUTER HARDWARE AND OFFICE FURNISHINGS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE TRANSIT ASSIST			30	30	30							30
20040815 Total			30	30	30							30

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
040816	San Bernardino	MDAB		4TL104	NCR10		T	EXEMPT - 93.126	0
Description:					PTC	249	Agency	MORONGO BASIN TRANSIT AUTHORITY	

PRUCHASE SHELTERS AND BENCHES AND I-STOPS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5311 NON-UZA			154	154	154							154
LOCAL TRANS FUNDS			66	66	66							66
STATE TRANSIT ASSIST			29	29	29							29
20040816 Total			249	249	249							249

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
40817	San Bernardino	MDAB		20040817	VER02		T	EXEMPT - 93.126	0
Description:					PTC	90	Agency	MORONGO BASIN TRANSIT AUTHORITY	

VEHICLE OVERHAULS - TO REBUILD ENGINES, TRANSMISSIONS, ETC. ON AGING FLEET

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE TRANSIT ASSIST			90	90	90							90
20040817 Total			90	90	90							90

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
80805	San Bernardino	MDAB		REG0702	BUN07		T	EXEMPT - 93.126	0
Description:					PTC	193	Agency	MORONGO BASIN TRANSIT AUTHORITY	

CAPITALIZATION OF PREVENTATIVE MAINTENANCE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ARRA - FTA 5311			193	193	193							193

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

0080805 Total				193	193	193							193

ojectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
0902	San Bernardino	MDAB	4TL104		NCR28	T	EXEMPT - 93.126	0

escription: PTC 500 Agency MORONGO BASIN TRANSIT AUTHORITY

9 PALMS TRANSIT CENTER

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RRA - FTA 5311			500	500	500							500
0080902 Total			500	500	500							500

ojectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
1601	San Bernardino	MDAB	4TL104			T	EXEMPT - 93.126	0

escription: PTC 300 Agency MORONGO BASIN TRANSIT AUTHORITY

RUCHASE 2 30' GAS BUSES

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RA - FTA 5311			300	300	300							300
081601 Total			300	300	300							300

ojectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
103	San Bernardino	MDAB	4TL104		SHP01	T	EXEMPT - 93.126	0

escription: PTC 70 Agency MORONGO BASIN TRANSIT AUTHORITY

ANSTRACK SOFTWARE MAINTENANCE CONTRACT PLUS DISPATCHING MODULE

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CAL TRANS FUNDS			70	70	70							70
110103 Total			70	70	70							70

ojectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
104	San Bernardino	MDAB	4TL104		ADR55	T	EXEMPT - 93.126	0

scription: PTC 50 Agency MORONGO BASIN TRANSIT AUTHORITY

SPATCH & MAINTENANCE. OFFICE EQUIPMENT

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ATE TRANSIT ASSIST			50	50	50							50
110104 Total			50	50	50							50

ojectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
105	San Bernardino	MDAB	4TL104		BUR04	T	EXEMPT - 93.126	0

scription: PTC 125 Agency MORONGO BASIN TRANSIT AUTHORITY

PLACE CUMMINS ENGINES AT MIDLIFE TO ENSURE THEY ARE KEPT IN TOP PERFORMING ORDER. THE ENGINE OVERHAULS ARE FOR 28-33 PASSENGER VEHICLES ONLY.

d	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TE TRANSIT ASSIST			125	125	125							125
10105 Total			125	125	125							125

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit
Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
3D31037	San Bernardino	MDAB		SBD31037	BUO00	T	EXEMPT - 93.126	0

Description: BUS SYSTEM - OPERATING ASSISTANCE

PTC 13,530 Agency MORONGO BASIN TRANSIT AUTHORITY

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5311 NON-UZA			1,284	1,284	1,284							1,284
FARE REVENUE			2,237	2,237	2,237							2,237
LOCAL TRANS FUNDS			9,033	9,033	9,033							9,033
PRIVATE FUNDS			31	31	31							31
SBD CO MEASURE I			945	945	945							945
SBD31037 Total			13,530	13,530	13,530							13,530

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
010120	San Bernardino	SCAB		20010120	TRN07	T	EXEMPT - 93.126	0

Description: TRANSIT SERVICE EQUIPMENT - PURCHASE OF VARIOUS MAINTENANCE EQUIPMENT (ON-GOING PROJECT)

PTC 31 Agency MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE TRANSIT ASSIST			31	31	31							31
20010120 Total			31	31	31							31

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
0423	San Bernardino	SCAB		200423	PAR16	T	EXEMPT - 93.126	0

Description: PARATRANSIT VEHICLES - REPLACEMENT - GAS/DIESEL; 04-3;05-2;06-4;08-3,09-3

PTC 1,198 Agency MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			1,060	1,060	1,060							1,060
STATE TRANSIT ASSIST			138	138	138							138
200423 Total			1,198	1,198	1,198							1,198

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
0424	San Bernardino	SCAB		200424	BUR16	T	EXEMPT - 93.126	0

Description: PURCHASE REPLACEMENT DIESEL BUSES - 06-1;07-4

PTC 1,416 Agency MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			1,265	1,265	1,265							1,265
STATE TRANSIT ASSIST			151	151	151							151
200424 Total			1,416	1,416	1,416							1,416

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
)0806	San Bernardino	SCAB		REG0702	BUN07			T	EXEMPT - 93.126	0
escription:						PTC	180	Agency	MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY	

APITALIZATION OF PREVENTATIVE MAINTENANCE

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RRA - FTA 5311			180	180	180							180
0080806 Total			180	180	180							180

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
1103	San Bernardino	SCAB		REG0702				T	EXEMPT - 93.126	0
escription:						PTC	278	Agency	MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY	

EHAB./REPAIR/RETROFIT TRANSIT FACILITIES

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RRA - FTA 5311			187	187	187							187
)081103 Total			187	187	187							187

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
1602	San Bernardino	SCAB		4TL104				T	EXEMPT - 93.126	0
escription:						PTC	300	Agency	MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY	

RUCHASE 1 BUS FOR BIG BEAR TO SAN BERNARDINO ROUTE

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RA - FTA 5311			300	300	300							300
081602 Total			300	300	300							300

ojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
1055	San Bernardino	SCAB		SBD41055	BUO00			T	EXEMPT - 93.126	0
scription:						PTC	14,086	Agency	MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY	

IS SYSTEM - OPERATING ASSISTANCE

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
AQ			80	80	80							80
5311 NON-UZA			1,190	1,190	1,190							1,190
Y FUNDS			15	15	15							15
RE REVENUE			1,414	1,414	1,414							1,414
CAL TRANS FUNDS			10,322	10,322	10,322							10,322
VATE FUNDS			44	44	44							44
CO MEASURE I			688	688	688							688
TE TRANSIT ASSIST			333	333	333							333
041055 Total			14,086	14,086	14,086							14,086

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
D41064	San Bernardino	SCAB		SBD41064	TRRH6		T	EXEMPT - 93.127	0
Description:					PTC	158	Agency	MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY	

BUS SYSTEM - BUS SHELTERS ON VARIOUS ROUTES-REPLACING MISSING AND/OR DAMAGED BUS STOPS, PURCHASE AND REPAIR SHELTERS, BENCHES, ETC.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ARRA - FTA 5311			75	75	75							75
LOCAL TRANS FUNDS			9	9	9							9
STATE TRANSIT ASSIST			74	74	74							74
SBD41064 Total			158	158	158							158

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
D44006	San Bernardino	SCAB		SBD44006	TRN06		T	EXEMPT - 93.126	0
Description:					PTC	128	Agency	MOUNTAIN AREA REGIONAL TRANSIT AUTHORITY	

TRANSIT ADMINISTRATION EQUIPMENT OFFICE EQUIPMENT

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE TRANSIT ASSIST			128	128	128							128
SBD44006 Total			128	128	128							128

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
)425	San Bernardino	MDAB		200425	PAR16		T	EXEMPT - 93.126	0
Description:					PTC	147	Agency	NEEDLES	

VEHICLE REPLACEMENT - PARATRANSIT VEHICLES - 2 -18 PASSENGER ACCESSIBLE SMALL BUSES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE TRANSIT ASSIST			147	147	147							147
200425 Total			147	147	147							147

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
80807	San Bernardino	MDAB		REG0704	BUO01		T	EXEMPT - 93.126	0
Description:					PTC	53	Agency	NEEDLES	

CAPITAL COST OF CONTRACTING

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ARRA - FTA 5311			53	53	53							53
20080807 Total			53	53	53							53

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
9TA	San Bernardino	MDAB	0203	R589TA	TRRH6		T	NON-EXEMPT	0
Description:					PTC	8,090	Agency	NEEDLES	

NTERSTATE - LOS ANGELES/CHICAGO AT EL GARCES STATION MULTIMODAL - STATION - FACILITY

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5309(c) BUS			3,652	3,652	3,652							3,652
CITY FUNDS			500	500	500							500

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

OCAL TRANS FUNDS			200	200	200								200
TATE CASH		75	3,663	3,738	3,738								3,738
589TA Total		75	8,015	8,090	8,090								8,090

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
31612	San Bernardino	MDAB		SBD31612	BUO00			T	EXEMPT - 93.126	0
escription:						PTC	2,271	Agency	NEEDLES	

US SYSTEM - OPERATING ASSISTANCE

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
DA GRANT			37	37	37							37
TA 5311 NON-UZA			243	243	243							243
ARE REVENUE			256	256	256							256
OCAL TRANS FUNDS			1,473	1,473	1,473							1,473
RIVATE FUNDS			54	54	54							54
BD CO MEASURE I			118	118	118							118
TATE TRANSIT ASSIST			90	90	90							90
BD31612 Total			2,271	2,271	2,271							2,271

ojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
4003	San Bernardino	MDAB		SBD44003	PAR16			T	EXEMPT - 93.126	0
escription:						PTC	225	Agency	NEEDLES	

ARATRANSIT VEHICLE REPLACEMENT (10/11-1-18 PAX and 11/12 1-18 PAX

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ATE TRANSIT ASSIST			225	225	225							225
D44003 Total			225	225	225							225

ojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
203	San Bernardino	SCAB		4TL204	BUO00			T	EXEMPT - 93.126	0
scription:						PTC	125	Agency	OLDTIMERS FOUNDATION	

DTIMERS FOUNDATION - PURCHASE 1 TYPE II AND 1 TYPE III VEHICLES (16 PASSENGER) FOR ELDERLY AND HANDICAPPED-5310 PROGRAM

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
A 5310 ELD AND DISABI			111	111	111							111
IVATE FUNDS			14	14	14							14
080203 Total			125	125	125							125

ojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
1	San Bernardino	SCAB	T463	200101	TRNH6			T	EXEMPT - 93.127	0
scription:						PTC	10,000	Agency	OMNITRANS	

S SYSTEM - PASSENGER FACILITIES: DEVELOPMENT OF SAN BERNARDINO TERMINAL LOCATED ON RIALTO AND E STREET. TRANSFER POINT CENTER

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
REATIONAL TRAILS	505			505	5		500					505
AQ	620			620	620							620
5309(c) BUS	3,000			3,000	3,000							3,000

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit
Cost in Thousands

STATE TRANSIT ASSIST	80			80	80							80
200101 Total	4,205			4,205	3,705		500					4,205

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
20806	San Bernardino	SCAB	4TL104		NCR86	T	EXEMPT - 93.126	0

Description: PTC 6,000 Agency OMNITRANS

TRANSIT - FACILITIES - IMPROVEMENT/UPKEEP OF EXISTING FACILITIES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			4,224	4,224	2,408	1,382	434					4,224
STATE TRANSIT ASSIST			1,057	1,057	603	346	108					1,057
20020806 Total			5,281	5,281	3,011	1,728	542					5,281

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
40208	San Bernardino	SCAB	4TL104		BUR17	T	EXEMPT - 93.126	0

Description: PTC 464 Agency OMNITRANS

REPLACEMENT BUS - PURCHASE 1 40' 40 PASSENGER LNG/CNG BUS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5309(c) BUS			371	371	371							371
LOCAL TRANS FUNDS			93	93	93							93
20040208 Total			464	464	464							464

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
40211	San Bernardino	SCAB	20040211		PAR16	T	EXEMPT - 93.126	0

Description: PTC 9,234 Agency OMNITRANS

REPLACEMENT PARATRANSIT VEHICLES REPLACING PARATRANSIT VEHICLES ON OMNITRANS ACCESS FLEET;08-50;2011-50

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			7,346	7,346	4,621	2,725						7,346
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			620	620	620							620
STATE TRANSIT ASSIST			1,268	1,268	587	681						1,268
20040211 Total			9,234	9,234	5,828	3,406						9,234

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
60601	San Bernardino	SCAB	4OM0701		TRN06	T	EXEMPT - 93.126	0

Description: PTC 6,000 Agency OMNITRANS

CAPITALIZATION OF LEASES - FOR CONTRACTORS, RADIO SITES, APC, TIRE LEASES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			3,853	3,853	2,689	503	661					3,853
LOCAL TRANS FUNDS			1,057	1,057	719	173	165					1,057
20060601 Total			4,910	4,910	3,408	676	826					4,910

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
60603	San Bernardino	SCAB		4TL104	BUN07		T	EXEMPT - 93.126	0
)escription:					PTC	1,000	Agency	OMNITRANS	

'ASSENGER FACILITIES - STOPS AND ZONES - SAN BERNARDINO VALLEY -PURCHASE EQUIPMENT FOR STOP AND ZONE IMPROVEMENTS

'und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TA 5307 UZA FORMULAR			411	411	136	238	37					411
TATE TRANSIT ASSIST			102	102	34	59	9					102
0060603 Total			513	513	170	297	46					513

rojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
61701	San Bernardino	SCAB		4TL104			T	EXEMPT - 93.126	0
)escription:					PTC	2,826	Agency	OMNITRANS	

OBS ACCESS AND REVERSE COMMUTE ADMINISTRATION OPERATIONS AND CAPITAL SECTION 5316 JOB ACCESS REVERSE COMMUTE (JARC) VARIOUS PROJECTS (c/o project from prior ear)

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TA 5307 UZA FORMULAR			931	931	931							931
TA 5316 JOB ACCESS ROGRAM			1,277	1,277	1,277							1,277
OCAL TRANS FUNDS			618	618	618							618
)061701 Total			2,826	2,826	2,826							2,826

ojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
1901	San Bernardino	SCAB	0203	4TL104	BUN07		T	EXEMPT - 93.126	0
escription:					PTC	1,399	Agency	OMNITRANS	

EW FREEDOM PROGRAM ADMINISTRATION, OPERATIONS AND CAPITAL

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
A 5317 NEW FREEDOM ROGRAM			923	923	923							923
CAL TRANS FUNDS			476	476	476							476
061901 Total			1,399	1,399	1,399							1,399

ojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
25	San Bernardino	SCAB		200625	RAN92		T	TCM Committed	0
scription:					PTC	192,236	Agency	OMNITRANS	

STREET TRANSIT CORRIDOR- FROM SAN BERNARDINO TO LOMA LINDA (INCLUDES 14 ARTIC BUSES AND PARK AND RIDES)

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
A 5307 UZA FORMULAR			46,915	46,915	46,915							46,915
A 5307 (FHWA TRANSFER NDS)			21,000	21,000	21,000							21,000
A 5309(a) GUIDEWY			75,000	75,000	75,000							75,000
CAL TRANS FUNDS			13,397	13,397	13,397							13,397
CO MEASURE I			5,485	5,485	3,787	1,698						5,485
BLIC TRANSIT ACCOUNT - RIP	5,000			5,000	5,000							5,000

PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			14,337	14,337	14,337								14,337
STATE TRANSIT ASSIST			11,102	11,102	11,102								11,102
200625 Total	5,000		187,236	192,236	190,538	1,698							192,236

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
80206	San Bernardino	SCAB		4TL104	BUN07		T	EXEMPT - 93.126	0
Description:						PTC 2,527	Agency	OMNITRANS	

CHINO TRANSIT CENTER PHASE II - PHASE II WILL CONSIST OF BUILDING ADDITIONAL BUS BAYS FOR FUTURE INTER-COUNTY ROUTES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR	267		1,754	2,021	2,021							2,021
STATE TRANSIT ASSIST	67		439	506	506							506
20080206 Total	334		2,193	2,527	2,527							2,527

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
11201	San Bernardino	SCAB	0203	4TL104	BUO00		T	EXEMPT - 93.126	0
Description:						PTC 11,600	Agency	OMNITRANS	

OPERATIONS OF THE ACCESS SERVICE. (OMNITRANS WILL UTILIZE PART OF ITS ALLOCATED FTA5307 FORMULA FUNDS TO HELP PAY FOR THESE OPERATIONS)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			8,000	8,000	1,600	1,600	1,600	1,600	1,600			8,000
LOCAL TRANS FUNDS			400	400	400							400
0111201 Total			8,400	8,400	2,000	1,600	1,600	1,600	1,600			8,400

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
11202	San Bernardino	SCAB	0203	4TL104	BUN07		T	EXEMPT - 93.126	0
Description:						PTC 1,700	Agency	OMNITRANS	

FAREBOX REPLACEMENTS, REPLACE FAREBOXES ON THE 40 FOOT REVENUE VEHICLES. THIS PHASE WILL COMPLETE ALL THE VEHICLES.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			778	778	778							778
STATE TRANSIT ASSIST			922	922	922							922
0111202 Total			1,700	1,700	1,700							1,700

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
11203	San Bernardino	SCAB	0203	4TL104	BUN07		T	EXEMPT - 93.126	0
Description:						PTC 1,120	Agency	OMNITRANS	

5310 PROGRAM-REPLACEMENT BUSES - 16 LARGE BUSES (TOLL CREDITS TO BE USED IN THE AMOUNT OF $128 in FY2010/11)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5310 ELD AND DISABI			1,120	1,120	1,120							1,120
0111203 Total			1,120	1,120	1,120							1,120

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
11801	San Bernardino	SCAB	4TL104				T	EXEMPT - 93.126	0
)escription:					PTC	1,790	Agency	OMNITRANS	

IOLT BOULEVARD/4TH STREET BRT CORRIDOR ALTERNATIVE ANALYSIS - CONDUCT AN ALTERNATIVE ANALYSIS STUDY FOR THE HOLT BOULEVARD/4TH STREET BRT PROJECT

'und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TA 5339 ALTERNATIVES NALYSIS PROGRAM	850			850	850							850
GENCY	940			940	940							940
0111801 Total	1,790			1,790	1,790							1,790

rojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
1825	San Bernardino	SCAB	4TL104		ADR55		T	EXEMPT - 93.126	0
escription:					PTC	284	Agency	OMNITRANS	

NE CALL ONE CLICK VETERANS TRANSPORTATION INITIATIVE - PURCHASE HARDWARE AND SOFWARE TO EXPAND THE CAPACITY OF THE 211 SYSTEM AND CREATE A NEW VETERANS NE-CLICK INFO. CONSOLIDATOR FOR SB COUNTY.

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TA 5309(c) BUS			227	227	227							227
RIVATE FUNDS			57	57	57							57
01 1825 Total			284	284	284							284

ojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
11	San Bernardino	SCAB	981111		TRRH6		T	EXEMPT - 93.127	0
escription:					PTC	1,500	Agency	OMNITRANS	

RANSIT - ENHANCEMENTS: 1% TRANSIT ENHANCEMENTS TO INCREASE ACCESSIBILITY TO BUS STOPS

ind	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
A 5307 UZA FORMULAR			1,156	1,156	774	220	162					1,156
ATE TRANSIT ASSIST			295	295	199	55	41					295
1111 Total			1,451	1,451	973	275	203					1,451

ojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
14	San Bernardino	SCAB	981114		SEC53		T	EXEMPT - 93.126	0
scription:					PTC	1,500	Agency	OMNITRANS	

RANSIT - SECURITY CAPITALIZATION OF SECURITY COSTS

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
A 5307 UZA FORMULAR			1,053	1,053	734	154	165					1,053
CAL TRANS FUNDS			262	262	183	38	41					262
1114 Total			1,315	1,315	917	192	206					1,315

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
118	San Bernardino	SCAB		981118	TRNH6		T	TCM	0
Description:						PTC 1,244	Agency	OMNITRANS	

BUS SYSTEM - PASSENGER FACILITIES: DESIGN AND BUILDING OF ONTARIO TRANSCENTER

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5309(c) BUS			835	835	835							835
STATE TRANSIT ASSIST			409	409	409							409
981118 Total			1,244	1,244	1,244							1,244

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
122	San Bernardino	SCAB	0203	981122	BUN07		T	EXEMPT - 93.126	0
Description:						PTC 69,467	Agency	OMNITRANS	

CAPITALIZATION OF PREVENTIVE MAINT

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			45,293	45,293	35,893	9,400						45,293
ARRA - FTA 5307			9,632	9,632	9,632							9,632
LOCAL TRANS FUNDS			14,542	14,542	12,192	2,350						14,542
981122 Total			69,467	69,467	57,717	11,750						69,467

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
020030	San Bernardino	SCAB		REG0702	BUO00		T	EXEMPT - 93.126	0
Description:						PTC 106,170	Agency	OMNITRANS	

BUS SYSTEM OPERATING ASSISTANCE(Note: 'Other' funds are for Job Access Reverse Commute funds.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			510	510	510							510
FARE REVENUE			24,541	24,541	24,541							24,541
LOCAL TRANS FUNDS			69,344	69,344	69,344							69,344
PRIVATE FUNDS			2,130	2,130	2,130							2,130
SBD CO MEASURE I			9,045	9,045	9,045							9,045
CARL MOYER FUNDS			600	600	600							600
SBD20030 Total			106,170	106,170	106,170							106,170

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
031055	San Bernardino	SCAB		SBD31055	TRN06		T	EXEMPT - 93.126	0
Description:						PTC 30,623	Agency	OMNITRANS	

TRANSIT ADMINISTRATION EQUIPMENT PURCHASE COMPUTER HARDWARE & SOFTWARE FOR MIS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			13,652	13,652	12,352	524	776					13,652
ARRA - FTA 5307			6,776	6,776	6,776							6,776
LOCAL TRANS FUNDS			1,458	1,458	1,458							1,458
STATE TRANSIT ASSIST			3,490	3,490	3,165	131	194					3,490
SBD31055 Total			25,376	25,376	23,751	655	970					25,376

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
031073	San Bernardino	SCAB		SBD31073	TRN06		T	EXEMPT - 93.126	0
Description:						PTC 3,106	Agency	OMNITRANS	

FACILITIES IMPROVEMENTS - EQUIPMENT AND FURNISHINGS - EAST/WEST VALLEY FACILITY PURCHASE OFFICE EQUIPMENT

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			2,477	2,477	2,477							2,477
LOCAL TRANS FUNDS			7	7	7							7
STATE TRANSIT ASSIST			622	622	622							622
SBD31073 Total			3,106	3,106	3,106							3,106

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
031084	San Bernardino	SCAB		SBD31084	BUN07		T	EXEMPT - 93.126	0
Description:						PTC 2,000	Agency	OMNITRANS	

BUS SYSTEM-SERVICE VEHICLES, PURCHASE SEVERAL EXPANSION SERVICE VEHICLES

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			1,247	1,247	933	314						1,247
STATE TRANSIT ASSIST			311	311	233	78						311
SBD31084 Total			1,558	1,558	1,166	392						1,558

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
090105	San Bernardino	SCAB		SBD90105	BUR17		T	EXEMPT - 93.126	0
Description:						PTC 34,003	Agency	OMNITRANS	

BUS SYSTEM-BUSES BUS REPLACEMENTS ALT. FUEL, 2010-15 and 15 coaches per year after 2010

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			19,217	19,217	19,217							19,217
FTA 5307 UZA FORMULAR			9,965	9,965	9,965							9,965
LOCAL ADVANCE CONSTRUCTION												
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			4,821	4,821	4,821							4,821
SBD90105 Total			34,003	34,003	34,003							34,003

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
080205	San Bernardino	SCAB		4TL204			T	EXEMPT - 93.126	0
Description:						PTC 66	Agency	ONTARIO YMCA	

ONTARIO YMCA - PURCHASE 2 TYPE III BUSES - 16 PASSENGER FOR ELDERLY AND HANDICAPPED - 5310 PROGRAM

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5310 ELD AND DISABI			58	58	58							58
PRIVATE FUNDS			8	8	8							8
080205 Total			66	66	66							66

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
)80208	San Bernardino	SCAB		4TL204			T	EXEMPT - 93.126	0
Description:					PTC	200	Agency	OPARC	

OPARC - PURCHASE 4 TYPE VANS - 8 PASSENGER FOR ELDERLY AND HANDICAPPED PROGRAM - 5310 PROGRAM

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5310 ELD AND DISABI			177	177	177							177
PRIVATE FUNDS			23	23	23							23
20080208 Total			200	200	200							200

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
)450	San Bernardino	SCAB		200450	TDR64		T	TCM	0
Description:					PTC	3,356	Agency	RIALTO	

RIALTO METROLINK STATION - INCREASE PARKING SPACES FROM 225-775

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR	38		2,400	2,438	2,438							2,438
FTA 5309(a) GUIDEWY			285	285	285							285
LOCAL TRANS FUNDS			633	633	633							633
200450 Total	38		3,318	3,356	3,356							3,356

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
)20801	San Bernardino	SCAB		20020801	CON93		T	NON-EXEMPT	0
Description:					PTC	22,584	Agency	SANBAG	

METROLINK ROLLING STOCK - SANBAG'S SHARE OF PURCHASE OF METROLINK CARS & LOCOM UP TO 47 CARS/CABS AND IN FUTURE YEARS UP TO 22 CARS/CABS & UP TO 8 LOCOM (CO-OP LA0C8231, RIV010214)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			9,022	9,022	9,022							9,022
FTA 5309(b) NEW RAIL			3,366	3,366	3,366							3,366
LOCAL TRANS FUNDS			704	704	704							704
PRIVATE FUNDS			2,342	2,342	2,342							2,342
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			5,500	5,500	5,500							5,500
STATE TRANSIT ASSIST			1,650	1,650	1,650							1,650
20020801 Total			22,584	22,584	22,584							22,584

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
441	San Bernardino	SCAB		200441	NCN86		T	EXEMPT - 93.126	0
Description:					PTC	17,714	Agency	SANBAG	

FACILITIES: EASTERN AREA MAINTENANCE: THIS IS PART OF PROJECT FUNDED BY LACMTA, OCTA & RCTC

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR	3,803		8,936	12,739	12,739							12,739
FTA 5309(b) NEW RAIL	710		567	1,277	1,277							1,277
LOCAL TRANS FUNDS	998		2,594	3,592	3,592							3,592

STATE TRANSIT ASSIST			106	106	106								106
200441 Total	5,511		12,203	17,714	17,714								17,714

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
61009	San Bernardino	SCAB		4OM0701	NCR30	T	EXEMPT - 93.126	0

Description: PTC 2,000 Agency SANBAG

METROLINK-SEALED CORRIDOR-SAN GABRIEL SUB-THIS PROJECTS CONSISTS OF A COMPREHENSIVE CORRIDOR SAFETY ENHANCEMENT PROGRAM ALONG SANBAG OWNED ROW

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5309(a) GUIDEWY			400	400	400							400
LOCAL TRANS FUNDS			1,468	1,468	1,468							1,468
STATE TRANSIT ASSIST			132	132	132							132
20061009 Total			2,000	2,000	2,000							2,000

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
61012	San Bernardino	SCAB		4TR0101	RAN92	T	TCM	0

Description: PTC 81,224 Agency SANBAG

DOWNTOWN SAN BERNARDINO PASSENGER RAIL- PROJECT-REDLANDS SUBDIVISION FROM APPROX.SAN BERNARDINO METROLINK STATION TO APPROX. WABASH/COLTON AVE.-THE TERMINUS REDLANDS-PSE& ANALYSIS OF ALT. FOR FTA NEW START (full funding will be programmed as soon as SANBAG Board approves CMAQ allocation to project)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
MPO			10,306	10,306		10,306						10,306
FTA 5307 UZA FORMULAR	800		12,000	12,800	800	12,000						12,800
LOCAL TRANS FUNDS	200	6,587	7,997	14,784	6,787	7,997						14,784
BD CO MEASURE I	5,331		14,411	19,742	5,331	14,411						19,742
CALIFORNIA TRANSIT SECURITY GRANT PROGRAM			3,389	3,389		3,389						3,389
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			5,000	5,000		5,000						5,000
20061012 Total	6,331	6,587	53,103	66,021	12,918	53,103						66,021

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
0802	San Bernardino	SCAB		4TL104	CON07	T	EXEMPT - 93.126	0

Description: PTC 34,000 Agency SANBAG

METROLINK POSITIVE TRAIN CONTROL - SYSTEM WIDE. IMPLEMENTATION OF PTC, JOINT PROJECT FUNDED BY LACMT, OCTA, RCTC, & VCTC (SANBAG PROGRAMMING ONLY THEIR PORTION OF THE PROJECT)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FRA - FTA 5307			3,727	3,727	3,727							3,727
FRA - FTA 5309			583	583	583							583
40080802 Total			4,310	4,310	4,310							4,310

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
080803	San Bernardino	SCAB		4TL104	COO00			T	EXEMPT - 93.126	0
Description:						PTC	6,600	Agency	SANBAG	

METROLINK - CMF AND KELLER STREET YARD - JOINT PROJECT FUNDED BY LAMTA, OCTA, RCTC, & VCTC (SANBAG ONLY PROGRAMMING THEIR PORTION OF PROJECT)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
ARRA - FTA 5307			836	836	836							836
20080803 Total			836	836	836							836

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
0809	San Bernardino	SCAB		4PD04	CON07			T	EXEMPT - 93.126	0
Description:						PTC	7,600	Agency	SANBAG	

RIALTO AVE. & E STREET PLATFORM AND TRACK

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			6,080	6,080	6,080							6,080
LOCAL TRANS FUNDS			1,520	1,520	1,520							1,520
200809 Total			7,600	7,600	7,600							7,600

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
)602	San Bernardino	SCAB	0203	990602	TRR14			T	EXEMPT - 93.126	0
Description:						PTC	18,156	Agency	SANBAG	

METROLINK CAPITAL MAINTENANCE (REHABILITATION/RENOVATION OF METROLINK TRACK, SIGNALS, COMMUNICATIONS, STRUCTURES, FACILITIES, SYSTEMS, AND ROLLING STOCK) ($496 TRANSPORTATION DEVELOPMENT CREDITS USED TO MATCH FY 2011/12 FTA 5309 IN CONSTRUCTION)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5309(a) GUIDEWY			13,270	13,270	13,270							13,270
ARRA - FTA 5307			2,188	2,188	2,188							2,188
STATE TRANSIT ASSIST			2,698	2,698	2,698							2,698
990602 Total			18,156	18,156	18,156							18,156

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
)200436	San Bernardino	SCAB		REG0702	LRO00			T	EXEMPT - 93.126	0
Description:						PTC	305	Agency	SANBAG	

SERVICE EQUIPMENT: PURCHASE & INSTALL GPS EQUIPMENT AT STATIONS. THIS IS PART OF PROJECT FUNDED BY LACMTA, OCTA, RCTC & VCTC

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR	244			244	244							244
LOCAL TRANS FUNDS	61			61	61							61
SBD200436 Total	305			305	305							305

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
0200437	San Bernardino	SCAB	--no data--		LRO00	T	EXEMPT - 93.126	0

Description: PTC 400 Agency SANBAG

SERVICE EQUIPMENT: PURCHASE AND INSTALL UPGRADED TICKET VENDING MACHINES AT VARIOUS STATIONS SYSTEM WIDE. THIS IS PART OF PROJECT FUNDED BY LACMTA, OCTA, RCTC, & VCTC

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR	320			320	320							320
LOCAL TRANS FUNDS	80			80	80							80
SBD200437 Total	400			400	400							400

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
041109	San Bernardino	SCAB		SBD41109	RAO00	T	EXEMPT - 93.126	0

Description: PTC 40,000 Agency SANBAG

METROLINK OPERATING ASSISTANCE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (METROLINK)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
LOCAL TRANS FUNDS			36,724	36,724	36,724							36,724
SBD CO MEASURE I			2,000	2,000	2,000							2,000
SBD41109 Total			38,724	38,724	38,724							38,724

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
40825	San Bernardino	SCAB		REG0702	NCR28	T	EXEMPT - 93.126	0

Description: PTC 5,810 Agency UPLAND

UPLAND METROLINK STATION - ADDITIONAL PARKING

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTP LOCAL	1			1	1							1
ITY FUNDS	300		3,364	3,664	3,664							3,664
0040825 Total	301		3,364	3,665	3,665							3,665

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
1204	San Bernardino	SCAB	0203	4TL104	BUR16	T	EXEMPT - 93.126	0

Description: PTC 300 Agency VARIOUS AGENCIES

310 PROGRAM - REPLACE 5 SMALL BUSES FOR VOCATIONAL IMPROVEMENT PROGRAM, INC. (TOLL CREDITS TO BE USED IN THE AMOUNT OF $34 in FY2010/11)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TA 5310 ELD AND DISABI			300	300	300							300
0111204 Total			300	300	300							300

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
086	San Bernardino	MDAB		200086	NCR10			T	EXEMPT - 93.126	0
Description:						PTC	522	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

BUS SYSTEM - PASSENGER FACILITIES. FY12-10 BUS SHELTERS INCLUDING UPGRADES FOR ACCESSIBILITY AND AMENITIES FOR THESE AND OTHER BUS STOPS; FY13-3 BUS SHELTERS AND AMENITIES;FY14-3 BUS SHELTERS AND AMENITIES; BUS SHELTERS INCLUDES BUS STOP LIGHTING EVERY YEAR.

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			211	211	102	29	30	25	25			211
LOCAL TRANS FUNDS			6	6	6							6
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			145	145	145							145
STATE TRANSIT ASSIST			160	160	54	27	27	26	26			160
200086 Total			522	522	307	56	57	51	51			522

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
40808	San Bernardino	MDAB		4TL104	ITS13			T	EXEMPT - 93.126	0
Description:						PTC	907	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

OFFICE EQUIPMENT

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			720	720	720							720
LOCAL TRANS FUNDS			171	171	171							171
STATE TRANSIT ASSIST			16	16	16							16
20040808 Total			907	907	907							907

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
427	San Bernardino	MDAB		200427	BUO01			T	EXEMPT - 93.126	0
Description:						PTC	8,517	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

PREVENTATIVE MAINTENANCE OPERATING ASSISTANCE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307-OPERATING			5,614	5,614	3,917	581	1,116					5,614
ARRA - FTA 5307			1,500	1,500	1,500							1,500
LOCAL TRANS FUNDS			1,403	1,403	979	145	279					1,403
200427 Total			8,517	8,517	6,396	726	1,395					8,517

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
61703	San Bernardino	MDAB		REG0701	BUO00			T	EXEMPT - 93.126	0
Description:						PTC	647	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

NEW FREEDOM - 5317 - VARIOUS PROJECTS AND TRANSPORTATION SERVICES BEYOND THOSE REQUIRED BY ADA, INCLUDING VOUCHER PROGRAMS-COORDINATED MOBILITY PROGRAM FOR VICTOR VALLEY (CARRYOVER FROM PRIOR FTIP 2007 DOLLARS)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5317 NEW FREEDOM PROGRAM			517	517	346	84	87					517
LOCAL TRANS FUNDS			55	55	55							55
STATE TRANSIT ASSIST			75	75	32	21	22					75

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

20061703 Total			647	647	433	105	109						647

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
61704	San Bernardino	MDAB		REG0701	BUO00		T	EXEMPT - 93.126	0

Description: PTC 1,514 Agency VICTOR VALLEY TRANSIT AUTHORITY

FTA5316 JOBS ACCESS REVERSE COMMUTE (JARC) VARIOUS PROJECTS TO INCREASE TRANSPORTATION ACCESS TO JOBS FOR LOW INCOME INDIVIDUALS, INCLUDING VOUCHER PROGRAMS AND VANPOOLS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5316 JOB ACCESS PROGRAM			1,025	1,025	654	182	189					1,025
LOCAL TRANS FUNDS			264	264	78	91	95					264
STATE TRANSIT ASSIST			225	225	39	91	95					225
20061704 Total			1,514	1,514	771	364	379					1,514

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
10301	San Bernardino	MDAB		4TL104	BUN07		T	EXEMPT - 93.126	0

Description: PTC 75 Agency VICTOR VALLEY TRANSIT AUTHORITY

TRANSIT OPERATING EQUIPMENT - ITS SOFTWARE/HARDWARE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
STATE TRANSIT ASSIST			75	75	75							75
20110301 Total			75	75	75							75

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
10302	San Bernardino	MDAB		4TL104	BUO01		T	EXEMPT - 93.126	0

Description: PTC 29,544 Agency VICTOR VALLEY TRANSIT AUTHORITY

CAPITAL - BUS FACILITY - CAPITAL LEASE PAYMENTS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307-OPERATING			16,564	16,564	9,401	1,789	1,791	1,792	1,791			16,564
FTA 5309(c) BUS			1,486	1,486	1,486							1,486
RRA - FTA 5307			1,913	1,913	1,913							1,913
RRA - FTA 5311			502	502	502							502
LOCAL TRANS FUNDS			75	75	75							75
STATE TRANSIT ASSIST			9,004	9,004	7,660		448	448	448			9,004
20110302 Total			29,544	29,544	21,037	1,789	2,239	2,240	2,239			29,544

ProjectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
10604	San Bernardino	MDAB		4TL104	BUN07		T	EXEMPT - 93.126	0

Description: PTC 712 Agency VICTOR VALLEY TRANSIT AUTHORITY

S SOFTWARE/HARDWARE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			568	568	568							568
STATE TRANSIT ASSIST			144	144	144							144
20110604 Total			712	712	712							712

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
11301	San Bernardino	MDAB		4TL104		T	EXEMPT - 93.126	0

Description: PTC 1,000 Agency VICTOR VALLEY TRANSIT AUTHORITY

BUS SYSTEM-OPERATING ASSISTANCE-LIFELINE CONNECTIVITY BUS SERVICE BETWEEN VICTOR VALLEY AND SAN BERNARDINO VALLEY (SPLIT PROJECT FROM SBD31581)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			1,000	1,000	1,000							1,000
20111301 Total			1,000	1,000	1,000							1,000

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
11805	San Bernardino	MDAB		4TL104	BUR05	T	EXEMPT - 93.126	0

Description: PTC 475 Agency VICTOR VALLEY TRANSIT AUTHORITY

BUSES - REHABILITATION/IMPROVEMENTS - SPARE PARTS/ASSOCIATED CAPITAL MAINTENANCE ITEMS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			380	380	76	76	76	76	76			380
LOCAL TRANS FUNDS			95	95	19	19	19	19	19			95
20111805 Total			475	475	95	95	95	95	95			475

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
11806	San Bernardino	MDAB		4TL104	BUN07	T	EXEMPT - 93.126	0

Description: PTC 141 Agency VICTOR VALLEY TRANSIT AUTHORITY

TRANSIT BUS STOP ACCESS IMPROVEMENTS - PATH OF TRAVEL FOR EXISTING BUS STOPS

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
LOCAL TRANS FUNDS			113	113	113							113
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			28	28	28							28
20111806 Total			141	141	141							141

ProjectID	County	Air Basin	Model	RTP ID	Program	System	Conformity Category	Amendment
11807	San Bernardino	MDAB		4TL104	BUN94	T	EXEMPT - 93.126	0

Description: PTC 281 Agency VICTOR VALLEY TRANSIT AUTHORITY

BUS EXPANSION ALT. FUEL - FY12 TWO (2) BUS EXPANSION NEW SERVICE

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			281	281	281							281
20111807 Total			281	281	281							281

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
I1808	San Bernardino	MDAB		4TL104	TDM24			T	EXEMPT - 93.126	0
)escription:						PTC	1,864	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

NLAND EMPIRE VANPOOL PROGRAM - VICTOR VALLEY PHASE LIVABILITY GRANT

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TA 5309(c) BUS			1,491	1,491	1,491							1,491
BD CO MEASURE I			373	373	373							373
0111808 Total			1,864	1,864	1,864							1,864

rojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
I1815	San Bernardino	MDAB		4TL104				T	EXEMPT - 93.126	0
escription:						PTC	8,517	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

REVENTATIVE MAINTENANCE OPERATING ASSISTANCE

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TA 5307-OPERATING			5,614	5,614	3,917	581	1,116					5,614
RRA - FTA 5307			1,500	1,500	1,500							1,500
)CAL TRANS FUNDS			1,403	1,403	979	145	279					1,403
)I1815 Total			8,517	8,517	6,396	726	1,395					8,517

ojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
04	San Bernardino	MDAB		981104	SEC54			T	EXEMPT - 93.126	0
escription:						PTC	972	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

RANSIT - SECURITY

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
A 5307-OPERATING			233	233	174	29	30					233
)CAL TRANS FUNDS			739	739	522	107	110					739
1104 Total			972	972	696	136	140					972

ojectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
I1581	San Bernardino	MDAB		SBD31581	BUO00			T	EXEMPT - 93.126	0
escription:						PTC	75,338	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

JS SYSTEM - OPERATING ASSISTANCE

nd	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
IAQ			95	95	95							95
A 5311 NON-UZA			1,841	1,841	909	233	233	233	233			1,841
RE REVENUE			12,060	12,060	5,640	1,605	1,605	1,605	1,605			12,060
CAL TRANS FUNDS			50,319	50,319	24,443	6,469	6,469	6,469	6,469			50,319
IVATE FUNDS			596	596	464	33	33	33	33			596
) CO MEASURE I			9,277	9,277	6,841	597	603	618	618			9,277
ATE AB2766			1,150	1,150	730	105	105	105	105			1,150
D31581 Total			75,338	75,338	39,122	9,042	9,048	9,063	9,063			75,338

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
041073	San Bernardino	MDAB		SBD41073	ADN55			T	EXEMPT - 93.126	0
Description:						PTC	25,500	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

CAPITAL - PURCHASE OF LAND AND ARCHITECTURAL SERVICES & CONSTRUCT FOR ADMINISTRATIVE, MAINTENANCE, & OPERATIONS FACILITY (PH I & II)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
FTA 5307 UZA FORMULAR			9,823	9,823	9,823							9,823
FTA 5309(c) BUS			1,486	1,486	1,486							1,486
ARRA - FTA 5307			1,913	1,913	1,913							1,913
ARRA - FTA 5311			160	160	160							160
LOCAL TRANS FUNDS			971	971	971							971
STATE TRANSIT ASSIST			4,275	4,275	4,275							4,275
SBD41073 Total			18,628	18,628	18,628							18,628

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
041084	San Bernardino	MDAB		4TL104	BUR17			T	EXEMPT - 93.126	0
Description:						PTC	6,827	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

BUS SYSTEM - BUSES REPLACEMENT - ALT FUEL, FY 12 FIXED ROUTE TRANSIT COACHES (2)

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			4,354	4,354	4,354							4,354
FTA 5307-OPERATING			996	996	996							996
ARRA - FTA 5311			204	204	204							204
LOCAL TRANS FUNDS			561	561	561							561
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			143	143	143							143
STATE TRANSIT ASSIST			569	569	569							569
SBD41084 Total			6,827	6,827	6,827							6,827

ProjectID	County	Air Basin	Model	RTP ID	Program			System	Conformity Category	Amendment
041114	San Bernardino	MDAB		SBD41114	PAR17			T	EXEMPT - 93.126	0
Description:						PTC	2,911	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

PARATRANSIT - VEHICLE REPLACEMENT ALT. FUEL, 2012-3;

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CMAQ			2,549	2,549	2,134	415						2,549
PUBLIC TRANS MODERINAZATION IMP AND SERV. ENHANCEMENT ACCT.			64	64	64							64
STATE TRANSIT ASSIST			298	298	213	85						298
SBD41114 Total			2,911	2,911	2,411	500						2,911

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)

Local Highway, State Highway, Transit

Cost in Thousands

rojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
41117	San Bernardino	MDAB	4TL104		BUN07		T	EXEMPT - 93.126	0
escription:					PTC	520	Agency	VICTOR VALLEY TRANSIT AUTHORITY	

US SYSTEM - PURCHASE SERVICE VEHICLES 2012- ONE (1) SERVICE TRUCK

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
TA 5307 UZA FORMULAR			386	386	386							386
UBLIC TRANS IODERINAZATION IMP AND ERV. ENHANCEMENT ACCT.			35	35	35							35
TATE TRANSIT ASSIST			99	99	99							99
BD41117 Total			520	520	520							520

rojectID	County	Air Basin	Model	RTP ID	Program		System	Conformity Category	Amendment
16	San Bernardino	MDAB		200416	TRN14		T	EXEMPT - 93.126	0
escription:					PTC	250,000	Agency	VICTORVILLE	

CLA RAIL SERVICE FROM AIR EXPRESSWAY APPROX. 5 MILES N0 TO COLUSA RD. BETWEEN PHANTOM EAST & MOJAVE RIVER-PUT IN NEW RAIL LINE FROM BNSF TO SCLA.(FOR REIGHT)PROJECT IN CONNECTION WITH NEW INTERMODAL/MULTIMODAL FACILITY ON SCLA PROPERTY

und	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
RIVATE FUNDS		10,000		10,000					10,000			10,000
EDEVELOPMENT FUNDS	4,000	6,000		10,000	10,000							10,000
00416 Total	4,000	16,000		20,000	10,000				10,000			20,000
d Total	658,955	868,530	5,895,696	7,423,181	5,254,219	744,755	748,358	264,273	138,429	267,827	5,320	7,423,181

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: 29

Date: March 7, 2012

Subject: 2012 Corridor Mobility Improvement Account (CMIA) Information Update

Recommendation:* Receive information updates on the current Corridor Mobility Improvement Account (CMIA) delivery status and associated funding opportunities.

Background: The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, also known as Proposition 1B passed by the voters in November 2006 included $4.0 billion for the Corridor Mobility Improvement Account. The California Transportation Commission (CTC) adopted guidance stating the CMIA projects shall be awarded no later than December 31, 2012. As of January 2012, there are 31 projects totaling $1.0 billion yet to be allocated.

Starting December 2011, CTC requested monthly status reporting by Caltrans on all remaining CMIA projects. Each project was assigned with risk factors so critical issues could be closely monitored. It is CTC's desire to make allocations to all CMIA projects by June 2012. In the meantime, project savings continue to occur. At the January 2012 Regional Transportation Planning Agencies (RTPA) meeting, CTC staff reported a preliminary figure of $97 million in CMIA savings generated from the south and about the same amount of savings was generated from the north region. CTC staff also indicated that it is unlikely to issue another call for projects because of the time required for project nomination, project evaluation, program amendment and the difficulty in meeting the June allocation deadline. Therefore, any new CMIA projects that will be funded with the CMIA savings would come from the already established CMIA nomination lists, or

*

COG		CTC	x	CTA	x	SAFE		CMA	

Check all that apply.

BRD1203b-wl

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

projects that provide enhancement to existing CMIA projects. Project readiness will be the key factor for CMIA funding consideration.

SANBAG staff members have been in discussion with CTC staff regarding the current project status for the following projects that SANBAG submitted in the previous CMIA call for projects:

- I-15 Ranchero Interchange project
- I-10 Tippecanoe Interchange project

SANBAG has one remaining CMIA project, the I-215 Bi-County project which is scheduled to be voted for allocation at the April CTC meeting. A new component of this project, the Newport Bridge Replacement project will provide enhancement to this already funded CMIA project. SANBAG staff is evaluating the projects to assure that they will meet the requirement of Ready to be Voted for Construction by June of 2012. After determining whether the projects qualify staff will inform Caltrans and the CTC.

Financial Impact: This item has no financial impact to SANBAG's FY 11/12 budget.

Reviewed By: This item was reviewed by the Plans and Programs Committee on February 15, 2012

Responsible Staff: Garry Cohoe, Director, Project Delivery

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: 30

Date: March 7, 2012

Subject: Allocation Planning Proposal for Fiscal Year 2012-2013

Recommendation:* Receive information on the allocation planning proposal for SANBAG's capital project budgeting for Fiscal Year 2012-2013.

Background: The Measure I 2010-2040 Strategic Plan established an annual process for the assignment of Measure I 2010-2040 funds to programs and projects contained in the Measure I Expenditure Plan. The process entails the identification of needs, fund apportionment/allocation, and fund expenditure. A comprehensive explanation of the process can be found within the Measure I 2010-2040 Strategic Plan beginning on page IV-5.

SANBAG staff is engaged in the allocation planning process for Fiscal Year 2012-2013. This process provides information for use by both SANBAG and its member agencies in preparation of their capital budgets. The allocation planning process has been made considerably easier for Fiscal Year 2012-2013 by completion of the 10-Year Delivery Plan. The capital project budget is based on the Fiscal Year 2012-2013 "slice" from the 10-Year Plan.

A consideration for the Fiscal Year 2012-2013 budget is that the Measure I revenue estimate of $122 million approved by the SANBAG Board in December 2011 is approximately $5.3 million higher than the forecast of Measure I revenue used for the same fiscal year in the 10-Year Plan. In addition, State and federal revenue assignments to projects have been modified. Table 1 shows the Measure

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1203a-ss
Attachment: BRD1203a1-ss

I revenue estimates by subarea for Fiscal Year 2012-2013, excluding the 1% of funds typically allocated to SANBAG administration.

Table 1
Estimate of Measure I revenue by subarea for Fiscal Year 2012-2013
(Excludes 1% of funds typically allocated to SANBAG administration)

Subarea	Estimated Revenues in ($1000s)*	% of Total
Cajon Pass**	$ 3,385	2.80%
Valley	$ 95,800	79.32%
Victor Valley	$ 13,650	11.30%
Colorado River	$ 233	0.19%
Morongo Basin	$ 2,234	1.85%
Mountains	$ 1,811	1.50%
North Desert	$ 3,668	3.04%
Total	$ 120,780	100.00%

* Omits funds typically allocated to administration (1%)
**Cajon Pass is funded with 3% of Valley and Victor Valley Measure I funds

Although this new revenue information does not materially change the project schedules that have been documented in the 10-Year Plan, adjustments have been made in the capital project funding needs projected for the Fiscal Year 2012-2013 budget. These allocation plans could be further affected by State and federal funding developments over the next several months, prior to the approval of the budget. Therefore, the allocation proposals contained in this agenda item should be considered tentative until the budget is approved.

Listing of Capital Projects

The capital projects and phases for which Measure I, State, or federal funds will be expended for Fiscal Year 2012-2013 are listed in Table 2. The list is a snapshot of the SANBAG project activity during the fiscal year. The table is organized by Measure I subarea and program. Only projects to be referenced in the SANBAG budget are listed. Allocations of Measure I to locally-managed arterial projects are not listed, but are discussed in the next section of this agenda item. Allocations to Local Street "pass-through" programs are not listed, nor are other programs that have no specific capital projects identified. In addition, certain projects are being anticipated to be advanced by local funds in Fiscal Year 2012-2013, with participation by SANBAG in subsequent years. It should be

noted that the estimate of Measure I dollars in Table 2 represents the current estimate of actual cash flow need for the fiscal year. However, State and federal funds may include funds programmed for multiple years. The I-15/I-215 (Devore) interchange is an example of this.

Because circumstances can change and unexpected funding opportunities can present themselves, the assignment of funds may need to be adjusted during the fiscal year. Transportation funding has been highly dynamic over the last several years, and this is expected to continue well into the future.

Table 2. List of Projects and Phases for which Activity is Expected in Fiscal Year 2012-2013 (Note: Total funding amount may show multiple years, where State/Federal funds are involved – funding estimates are tentative and may be modified by project-specific budgeting)

Project	Phase	Anticipated Expenditure for FY 12/13 ($Millions) Total$(Measure I$)
Cajon Pass Program		
I-15 and I-215 Expansion (Devore)	4. Right of Way	33.6 Total(29.4MI)
I-15 and I-215 Expansion (Devore)	5. Construction	245.0(0.9)
Valley Freeway Program		
I-10 HOV/HOT Project Development	2. PA&ED	4.1(2.1)
I-215 Bi-County HOV Gap Closure	5. Construction	139.1(18.8)
I-215 and Barton Road	3. PS&E	0.6(0.6)
I-215 and Barton Road	4. Right of Way	18.3(0.9)
I-215 and Mt Vernon/Washington	3. PS&E	0.2(0.2)
I-215 and Mt Vernon/Washington	4. Right of Way	6.1(6.1)
SR-210 Highland to I-10	2. PA&ED	1.8(1.8)
Valley Freeway Interchange Program		
Project Advancement Allocation	See Table 3	
I-10 and Cherry Avenue	5. Construction	17.0(7.2)+Local$
I-10 and Citrus Avenue	5. Construction	8.1(0.0)+Local$
I-10 and Tippecanoe Avenue	4. Right of Way	1.8(0.6)
I 10/Cedar IC	3. PS&E	Local $
I 215/University Parkway IC	2. PA&ED	Local $
I-15 Baseline Interchange Improvements	5. Construction	2.8(0.0)+Local$
SR-210 / Baseline Road IC	2. PA&ED	Local $
SR-60 Central Ave IC	3. PS&E	Local $

Project	Phase	Anticipated Expenditure for FY 12/13 ($Millions) Total$(Measure I$)
Valley Major Streets – Grade Separation Sub-program		
Glen Helen Parkway Grade Separation	4. Right of Way	0.7(0.7)+Local$
Glen Helen Parkway Grade Separation	5. Construction	7.6(1.2)+Local$
Hunts Lane and UP	4. Right of Way	0.1(0.1)
Hunts Lane and UP	5. Construction	0.3(0.3)
Palm Ave Grade Separation	3. PS&E	0.3(0.2)+Local$
Palm Ave Grade Separation	4. Right of Way	0.6(0.4)+Local$
Palm Ave Grade Separation	5. Construction	9.1(0.4)+Local$
South Milliken Ave and UP	4. Right of Way	0.4(0.4)+Local$
North Vineyard Ave. and UP	3. PS&E	0.9(0.7)+Local$
North Vineyard Ave. and UP	4. Right of Way	4.4(3.5)+Local$
North Vineyard Ave. and UP	5. Construction	31.1(0.6)+Local$
Laurel Ave and BNSF	4. Right of Way	0.7(0.6)+Local$
Laurel Ave and BNSF	5. Construction	13.0(0.4)+Local$
Valley Major Streets – Arterial Sub-program		
Arterial and Project Advancement Allocations	See Table 3	
Valley Metrolink/Rail Program		
Commuter Rail Operating Expenses	6. Other	2.0(2.0)
Metrolink Extension	6. Construction	4.1(4.1)
Redlands Rail	2. PA&ED	4.5(4.5)
Redlands Rail	3. PS&E	3.1(0.0)
Metrolink Extension	4. Right of Way	3.3(0.0)
Metrolink Extension	5. Construction	23.1(2.4)
Valley Express Bus/Bus Rapid Transit Program		
E Street sbX allocation	5. Construction	State/Fed$ thru Omnitrans budget
Valley Transportation Management Systems		
Regional Rideshare Programs - CMAQ/MSI	5. Construction	0.2(0.2)
Call Box System	5. Construction	0.2(0.2)
Intelligent Transportation System	5. Construction	0.1(0.1)
Clean Fuels Implementation	6. Other	0.3(0.2)
Victor Valley Major/Local Highways		

Project	Phase	Anticipated Expenditure for FY 12/13 ($Millions) Total$(Measure I$)
Program		
I-15/La Mesa Road-Nisquali Road Interchange	5. Construction	20.5(4.5)+Local$
Yucca Loma Corridor - Mojave Bridge	5. Construction	19.3(0.5)+Local$
I-10 Route 15 Ranchero Road Interchange Construction	5. Construction	21.4(4.3)+Local$
Yucca Loma Corridor (Yates and Green tree)	5. Construction	4.0(4.0)+Local$
US-395 Interim widening	3. PS&E	3.5(0.0)
US-395 Interim widening	4. Right of Way	2.6(0.1)
Phelan Rd or unincorporated	5. Construction	2.5(2.5)
Victor Valley Transportation Management Systems		
High Desert Corridor	2. PA&ED	0.2(0.2)
Regional Rideshare Programs - CMAQ/MSI	5. Construction	0.1(0.1)
Call Box System	5. Construction	0.02(0.02)
North Desert Major/Local Highways Program		
Lenwood Road/BNSF Grade Separation	4. Right of Way	0.2(0.2)
Lenwood Road/BNSF Grade Separation	5. Construction	19.4(0.3)

Allocation Proposal for Valley Arterials and Project Advancement Programs

One of the additional allocation planning activities is to determine how much funding should be assigned for local jurisdiction use in the Valley Major Street/Arterial Sub-program and both the Valley Freeway Interchange and Valley Major Street Project Advancement Agreement (PAA) Programs. For the first two years of Measure I 2010-2040, the Valley PAA programs were allocated 40% of the projected Measure I revenue for those programs. This is proposed to continue in Fiscal Year 2012-2013 for the Interchange Program, but a departure from that percentage is proposed for the Major Street PAA Program, as described below.

SANBAG staff has conducted an analysis of the invoicing of projects for the Valley Major Street/Arterial Subprogram and has found that invoicing for Fiscal Year 2010-2011 and for the first six months of Fiscal Year 2011-2012 represents only about 15 percent of the Measure I funds that have been allocated. Discussions with the Transportation Technical Advisory Committee (TTAC) have

indicated that there may be several reasons for this: project schedules may have slipped due to issues faced in project development; the local development share funding may not be available given the economic conditions; or jurisdictions are waiting to proceed with their larger projects until more funding has been accumulated.

SANBAG staff presented a proposal to the TTAC at its meetings on both January 9 and January 30 to add the un-invoiced arterial allocations for FY 2010-2011 to the proposed allocation for the Major Street PAA Program for Fiscal Year 2012-2013. Jurisdictions were provided with an opportunity to inform SANBAG staff of forthcoming invoices through the end of Fiscal Year 2011-2012, and these forecasts of pending invoices were taken into consideration.

The benefit of this proposal is that the PAA reimbursements to local jurisdictions can proceed more quickly, with the expectation that the reimbursements could be applied to the delivery of additional projects in each of those jurisdictions. Concern was expressed by several jurisdictions that this action may put their future allocations at risk or delay access to those allocations. However, the Measure I Strategic Plan contains several protections:

- Jurisdictions are guaranteed an "equitable share" of the arterial program funds over the life of the Measure. The equitable share is based on the public share of the project need as defined in the Development Mitigation Nexus Study.
- The funds are not being used by another program, but are being retained within the Valley Major Street Program.
- If additional allocations are required to meet arterial (non-PAA) project needs in subsequent years, the PAA reimbursements can be allocated less than 40 percent during those years until the full arterial allocation is replenished.
- Mid-year adjustments to allocations among jurisdictions could be approved, if necessary, taking advantage of unused allocations or delayed invoicing.

The specific proposal for allocation of Measure I Valley Interchange and Arterial Sub-program funds for the Fiscal Year 2012-2013 budget is shown in Table 3. The PAA allocation for the Major Street program reflects an increase of $4,258,470 over what would have otherwise been allocated (approximately $8.3 million). This will enable SANBAG to go farther down the chronological list of vendor invoices to be reimbursed. The total allocation to Valley arterials is proposed as $4,176,710. The arterial allocation would have been approximately $8.4 million without subtracting the additional allocation to the PAA program.

The arterial allocation reflects the adjustment of the split between the railroad grade separations and the arterials to 33%/67%, per the 10-Year Delivery Plan and associated change to Strategic Plan policy.

The cumulative allocations shown in the table represent a summation of the allocations for the first three years of Measure I 2010-2040. Each jurisdiction will have access to the cumulative total, minus what they have already invoiced. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. This more detailed table has been reviewed with the TTAC.

Table 3. Proposed Allocation of Valley Major Street/Arterial Sub-program funds and Measure I funds for Valley Project Advancement Programs

Jurisdiction	Arterial Equitable Share	FY 10/11 Allocation ($1,000s)	FY 11/12 Allocation ($1,000s)	Proposed FY 12-13 Allocation ($1,000s)	Proposed Cumulative Allocation Through FY 12-13 ($1,000s)
Chino	7.60%	$482.68	$638.40	$158.39	$1,279.47
Chino Hills	2.20%	$139.72	$184.80	$45.85	$370.37
Colton	2.50%	$158.78	$210.00	$52.10	$420.88
Fontana	19.50%	$1,238.45	$1,638.00	$786.17	$3,662.62
Grand Terrace	1.40%	$88.91	$117.60	$29.18	$235.69
Highland	6.80%	$431.87	$571.20	$141.72	$1,144.79
Loma Linda	4.10%	$260.39	$344.40	$85.45	$690.24
Montclair	0.60%	$38.11	$50.40	$22.50	$111.01
Ontario	12.30%	$781.17	$1,033.20	$434.90	$2,249.27
Rancho Cucamonga	5.10%	$323.90	$428.40	$430.19	$1,182.49
Redlands	4.90%	$311.20	$411.60	$102.12	$824.92
Rialto	3.90%	$247.69	$327.60	$81.28	$656.57
San Bernardino	7.90%	$501.73	$663.60	$164.65	$1,329.98
Upland	2.30%	$146.07	$193.20	$47.94	$387.21
Yucaipa	6.00%	$381.06	$504.00	$506.11	$1,391.17
County	12.90%	$819.28	$1,083.60	$1,088.14	$2,991.02
Total	100.00%	$6,351.00	$8,400.00	$4,176.71	$18,927.72
PAA Maj. St. Alloc.		$5,293.00	$6,970.00	$12,533.25	$24,796.25
PAA Interchg Alloc.		$2,911.00	$3,830.00	$4,215.20	$4,215.20

It should also be noted that the allocation proposal includes additional funding for the PAA and arterial programs resulting from the excess revenue from the sales tax that was received in Fiscal Year 2010-2011 over and above what was allocated for that year. The actual revenue came in higher than the estimate, and this increment has been added to the proposed allocation for Fiscal Year 2012-2013.

In addition to the Valley PAA programs, funds are being reserved for reimbursement of the City of Hesperia's PAA for the I-15/Ranchero interchange. The estimate of allocation for that purpose is $682,500, representing 20 percent of the Measure I funds forecast for the Victor Valley Major Local Highways Program.

It should be recognized that the Measure I Strategic Plan anticipated, and made provision for, the need to under-allocate to certain jurisdictions in any given year and over-allocate to other jurisdictions, following the ebb and flow of local jurisdiction project delivery. This was designed to optimize the use of the available funds for the Major Street Program, while providing assurances that each jurisdiction would receive its equitable share. The objective is to put the funds to work, not retain them in SANBAG accounts. One of the main principles of the Strategic Plan is expediting project delivery. These policies and the Major Street allocation proposal in this agenda item are consistent with that objective.

At the February 9 Major Projects Committee meeting Board members Tahan and Gonzales asked staff to report back to the Board on the possibility of including reimbursement of Valley Project Advancement Agreements in the bond issue scheduled for Spring 2012. Mr. Tahan indicated that perhaps an arrangement could be made wherein jurisdictions holding PAAs could be provided with an option for participation in the bond issue and would be responsible for the interest payments. Staff has explored these options further and has come to the following conclusions, as of this time:

- The existing PAA program has a set of firm commitments and reimbursement processes. A complete analysis would need to be conducted to ensure that both non-PAA holders and non-participating PAA-holders would not be disadvantaged by bonding for PAAs for certain jurisdictions. The analysis of parity would need to consider the interest costs, bond issuance costs, and cost of potentially delayed access to Measure I funds for the Major Street and Freeway Interchange programs. Given that meetings with the bond rating agencies were held the week of February 20, it is clear that these issues could not be resolved prior to making these presentations.

- Particular complexities and uncertainties exist with those jurisdictions that used redevelopment agency funds to front the cost of PAA projects, in light of the recent dissolution of redevelopment agencies. Conversations with both SANBAG counsel and outside counsel have indicated the many unknowns at this time. A better understanding of the implications is needed before a major up-front reimbursement of PAA dollars would be advised, and it appears that these uncertainties will not be clarified soon.
- Policy changes would be required to allow for an up-front reimbursement of PAAs, and city councils would need to consider whether such a program would be advisable for their jurisdiction before SANBAG could proceed. Information on the pros and cons would need to be presented for city consideration, along with technical data on the financial impacts.
- If the Board desires to pursue this further, bonding for reimbursement of PAAs could be a consideration for future bond issuance. This would allow time for additional clarification on the RDA funding issue and adequate analysis of the financial impacts and policy implications.

Interest was also expressed in the possibility of loans for the Valley Freeway Interchanges that are well-advanced in their project delivery cycle. As discussed at the February Major Projects Committee the plan is to bring this issue to the March 15 Major Projects meeting. A preliminary report is planned for the Transportation Technical Advisory Committee on February 27.

Financial Impact: Preparation of these analyses is consistent with the Fiscal Year 2011/2012 SANBAG Budget, Task No. 51512000.

Reviewed By: This item was received by the Major Projects Committee on February 9, 2012 and the Mountain/Desert Committee on February 17, 2012.

Responsible Staff: Steve Smith, Chief of Planning

BRD1203a-ss
Attachment: BRD1203a1-ss

ATTACHMENT I

Allocation Planning Proposal for the Measure I Major Street/Arterial Program for FY 2012-2013 (Dollars are in $1,000s)

Draft, for discussion at the Transportation Technical Advisory Committee on January 30, 2012

Reflects responses to SANBAG e-mail of January 11, 2012 requesting a forecast of arterial invoicing through FY 11-12

A. Jurisdiction	B. Equitable Share	C. FY 10/11 Allocation	D. FY 11/12 Allocation	E. Cumulative Allocation (Total of Both Years)	F. Invoicing to Date, plus Forecast through FY 11-12, up to FY 10/11 Balance)	G. FY 10/11 Balance	H. Cumulative Balance, FY 10/11 Plus FY 11/12	I. FY 12-13 Allocation "by formula" (67% of Maj. St. $)	J. FY 12-13 Allocation with Supplemental FY 10-11 Funds*	K. Cumulative Allocation Through FY 12-13 (w/o adjustments) (E plus J)	L. Proposed FY 12-13 Allocation (J minus G) (Amt. to be budgeted)	M. Proposed Cumulative Allocation Through FY 12-13 (E plus K)
Chino	7.60%	$482.68	$638.40	$1,121.08	$ -	$482.68	$1,121.08	$585.38	$641.07	$1,762.15	$158.39	$1,279.47
Chino Hills	2.20%	$139.72	$184.80	$324.52	$ -	$139.72	$324.52	$169.45	$185.57	$510.09	$45.85	$370.37
Colton	2.50%	$158.78	$210.00	$368.78	$ -	$158.78	$368.78	$192.56	$210.88	$579.66	$52.10	$420.88
Fontana	19.50%	$1,238.45	$1,638.00	$2,876.45	$ 379.76	$858.69	$2,496.69	$1,501.95	$1,644.86	$4,521.31	$786.17	$3,662.62
Grand Terrace	1.40%	$88.91	$117.60	$206.51	$ -	$88.91	$206.51	$107.83	$118.09	$324.60	$29.18	$235.69
Highland	6.80%	$431.87	$571.20	$1,003.07	$ -	$431.87	$1,003.07	$523.76	$573.59	$1,576.66	$141.72	$1,144.79
Loma Linda	4.10%	$260.39	$344.40	$604.79	$ -	$260.39	$604.79	$315.80	$345.84	$950.63	$85.45	$690.24
Montclair	0.60%	$38.11	$50.40	$88.51	$ 10.00	$28.11	$78.51	$46.21	$50.61	$139.12	$22.50	$111.01
Ontario	12.30%	$781.17	$1,033.20	$1,814.37	$ 178.54	$602.63	$1,635.83	$947.39	$1,037.53	$2,851.90	$434.90	$2,249.27
Rancho Cucamong	5.10%	$323.90	$428.40	$752.30	$ 381.17	$0.00	$371.13	$392.82	$430.19	$1,182.49	$430.19	$1,182.49
Redlands	4.90%	$311.20	$411.60	$722.80	$ -	$311.20	$722.80	$377.41	$413.32	$1,136.12	$102.12	$824.92
Rialto	3.90%	$247.69	$327.60	$575.29	$ -	$247.69	$575.29	$300.39	$328.97	$904.26	$81.28	$656.57
San Bernardino	7.90%	$501.73	$663.60	$1,165.33	$ -	$501.73	$1,165.33	$608.48	$666.38	$1,831.71	$164.65	$1,329.98
Upland	2.30%	$146.07	$193.20	$339.27	$ -	$146.07	$339.27	$177.15	$194.01	$533.28	$47.94	$387.21
Yucaipa	6.00%	$381.06	$504.00	$885.06	$ 381.06	$0.00	$504.00	$462.14	$506.11	$1,391.17	$506.11	$1,391.17
County	12.90%	$819.28	$1,083.60	$1,902.88	$ 819.28	$0.00	$1,083.60	$993.60	$1,088.14	$2,991.02	$1,088.13	$2,991.01
Total	100.00%	$6,351.00	$8,400.00	$14,751.00	$2,149.81	$4,258.47	$12,601.20	$7,702.32	$8,435.18	$23,186.18	$4,176.71	$18,927.72
PAA set-aside		$5,293.00	$6,970.00	$12,263.00	$5,293.00	$0.00	$6,970.00	$7,664.00	$8,274.78	$20,537.78	$12,533.25	$24,796.25

* Additional funds from actual revenues exceeding allocation in FY 10/11

BRD1203a1-ss

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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: 31

Date: March 7, 2012

Subject: Letter of No Prejudice (LONP) for the I-10 Cherry Interchange

Recommendation:* 1. Approve Suspension of Letter of No Prejudice (LONP) for I-10 Cherry Interchange Project.

2. Direct staff to find replacement projects to receive de-obligated federal funds from I-10 Cherry Interchange project based on the following criteria:

a. Funds must be used for construction;
b. Funds must be obligated before August 2012;
c. Project listed in the 10-Year Delivery Plan funded with significant Public share; and
d. Federal funds will offset public share of project cost.

3. Direct staff to work on amendments to Agreements C11091-02 with the County of San Bernardino and the City of Fontana and C11093-02 with the Department of Transportation (Caltrans) to reflect the replacement of Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Program (STP) funds with Trade Corridor Improvement Fund (TCIF) funds and bring forward the amended agreements and related budget amendments to March Major Project Committee for review.

Background: On April 10, 2008, the California Transportation Commission (CTC) adopted a list of projects to be included in the Trade Corridor Improvement Funds (TCIF), a $2 billion subprogram under Proposition 1B. In San Bernardino County,

*

COG		CTC	x	CTA	x	SAFE		CMA	

Check all that apply.

BRD1203a-wl

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

SANBAG was awarded $238.8 million TCIF funds for eleven projects. Included are two I-10 Corridor Logistics Access projects - the I-10 Citrus Interchange and the I-10 Cherry Interchange project. Following the adoption of the TCIF program, SANBAG further entered into TCIF Baseline Agreements with funding partners for their commitments on project scope, schedule and cost. The I-10 Citrus Interchange project was awarded $23.6 million TCIF funds, programmed in FY 10/11 and scheduled to be delivered in April of 2011. The I-10 Cherry Interchange project was awarded $30.773 million TCIF funds, programmed in FY 10/11 and the project was scheduled to be in construction in August 2011.

Between Spring of 2011 and Fall of 2011, the CTC did not make allocations to the TCIF program because of the lack of state bond funds. Projects that met delivery deadlines were put on the "Delivered but not Allocated" list. To keep projects moving, the CTC allowed the use of Letter of No Prejudice (LONP) if project sponsors desired to deliver these bond funded projects using their own local funds in place of TCIF funds and seek reimbursements when TCIF funds become available. On May 4, 2011, the SANBAG Board approved the LONP for the I-10 Citrus project which authorized the use of SANBAG's federal funds to front TCIF funds. The CTC approved the I-10 Citrus LONP at its June 2011 meeting.

In late August 2011, SANBAG's year-end federal funds balance enabled SANBAG to take advantage of a LONP to deliver the I-10 Cherry Interchange project. On September 7, 2011, the Board approved the allocation of $23,000,000 of Surface Transportation Program funds (STP), $3,000,000 of Congestion Mitigation and Air Quality (CMAQ) funds, and $4,773,000 of Measure I 2010-2040 Valley Freeway Interchange funds to the I-10 Cherry Interchange project. A LONP request was submitted to CTC to be approved at its December meeting. The project proceeded with federal obligation of CMAQ and STP funds which helped SANBAG achieve a 123.2% federal funds delivery by the year end.

By the December 2011 CTC meeting, the CTC started making allocations for all bond funded projects because of strong bond sales in Fall of 2011. The I-10 Cherry LONP request was pulled and SANBAG staff was notified that TCIF funds now were available for allocation. For the past few months, staff has been working closely with CTC staff weighing pros and cons of suspending LONPs that are funded with federal funds. Suspension of a LONP would trigger de-obligation of federal funds that were obligated for the project. These de-obligated federal funds must be put on other projects within the same fiscal year to secure its obligation authority, preferably to be delivered before May of the same fiscal year. Because federal funds are still being administered under SAFTEA-LU extension, there is still a risk of rescission for any un-used CMAQ and STP funds. Taking advantage of available TCIF allocation will bring immediate cash reimbursement while keeping the LONP carries a risk of cash availability for reimbursement at the time of LONP payback. This is because state

fund availability is largely contingent upon the state budget situation and the overall health of state cash balance. There is no guarantee when LONP can be paid. Staff further analyzed the following situations:

1. Timing of obtaining LONP payment. According to the current TCIF Guideline, agencies can only access LONP payment after the completion of the LONP project. For the I-10 Cherry IC project, the completion of the project is scheduled in spring of 2014. By that time, all Prop 1B funds are likely to be allocated and cash reimbursements for LONPs might not be a priority for CTC because of the large payment demands for the on-going allocated bond funded projects.

2. Project readiness for receiving de-obligated federal funds. Timing of programming and delivering de-obligated federal funds is critical to ensure that SANBAG carries low risk in losing federal funds in the form of Obligation Authority (OA) and apportionments. The obligation for these projects should be before May, but no later than August.

The conclusion of the above analysis is that de-obligation of a large amount of federal funds will put SANBAG at a higher risk of losing federal funds and impact SANBAG's prior year federal funds delivery. Keeping one LONP and suspending the other would be a better option for SANBAG. Because the I-10 Citrus Interchange project was delivered earlier, staff recommends keeping the LONP on the I-10 Citrus Interchange while suspending LONP for the I-10 Cherry Interchange project. The amount of de-obligated federal funds is manageable and can be put on projects that can meet obligation deadline. Staff recommends the following criteria be used to bring forward the replacement projects that can utilize these de-obligated federal funds:

- Funds must be used for construction.
- Funds must be obligated before August 2012.
- Project must be listed in the 10-Year Delivery Plan funded with significant public share.
- Federal funds will offset public share of project cost.

Based on the 10 – Year Delivery Plan, the following candidate projects are identified for further assessment.

- Yucca Loma Bridge project
- I-15 Ranchero Interchange project
- I-215/I-15 Devore Junction project

Staff requests approval of suspending SANBAG's LONP request to CTC and requests allocation of TCIF funds for the I-10 Cherry IC project. Staff will bring forward programming recommendations for the de-obligated federal funds as staff

continues to work with Caltrans and CTC staff for funding opportunities that might become available for the above mentioned projects. Staff will also work closely with Caltrans and CTC staff to ensure timely allocation of LONP repayment for the I-10 Citrus Interchange project at its construction completion.

Staff also requests to amend agreement C11091-02 with the County of San Bernardino and the City of Fontana and C11093-02 with the Department of Transportation (Caltrans) and C11093A2 to reflect the latest funding plan to the I-10 Cherry Interchange project. The amended agreements and related budget amendments will be brought forward for review at the March Major Project Committee meeting.

Financial Impact: This item has no financial impact.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on February 15, 2012.

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: 32

Date: March 7, 2012

Subject: Development Mitigation Annual Report for Fiscal Year Ending June 30, 2011

Recommendation:* Receive information on the Development Mitigation Annual Report for fiscal year ending June 30, 2011.

Background: Preparation of the Development Mitigation Annual Report is an on-going requirement of the SANBAG Congestion Management Program. Each jurisdiction is required to provide information on development activity and the expenditure of development mitigation funds on projects contained in the Nexus Study over the past fiscal year. This agenda item provides a summary of the local jurisdiction Development Mitigation Annual Reports. Attachment 1 contains development mitigation data for each jurisdiction. City data is provided in the table on top, and County data is provided on the bottom of the page, organized by sphere of influence. SANBAG staff is working with the City of Loma Linda to obtain its information.

Based on the information provided to SANBAG by local jurisdictions, $8,058,008 in development mitigation fees for transportation projects was collected and $8,807,304 of development mitigation fees was expended on Nexus Study projects during fiscal year ending June 30, 2011. Of the approximately $8 million of transportation related development impact fees collected by local jurisdictions, a portion of the fees are associated with local projects that were not included in the Nexus Study, which addresses only regional projects. Therefore, not all of the fees will be expended on Nexus Study projects. The $8,058,008 of development

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	X

Check all that apply.
BRD1203a-jmw
Attachment: BRD1203a1-jmw

mitigation represents a 38% decrease in development mitigation revenue from the $12,980,720 collected in FY 09/10.

Since the implementation of the SANBAG Development Mitigation Program began in FY 06/07, a total of $129,119,319 has been collected and a total of $63,746,724 in development mitigation has been expended on projects contained in the SANBAG Development Mitigation Nexus Study. It should be noted that some of the data on quantities of development (units and square footage) could not be included in the table because it did not fit standard development type categories. However, all the fees for these developments were included.

The Development Mitigation Annual Report is an attempt to secure information on development fees collected and expended on Nexus Study projects in a manner that is less formal than a full audit. Overall, the annual reporting has been informative and provides the mechanism for SANBAG staff to monitor the level of development contributions being generated by local jurisdictions for projects included in the Nexus Study. Accurate and reliable information is imperative for implementation of the Measure I Valley Freeway Interchange, the Valley Major Street, Victor Valley Major Local Highway and Victor Valley Local Street Programs as outlined in the Measure I 2010-2040 Strategic Plan.

Financial Impact: This item is consistent with the adopted fiscal year 2011-2012 budget. TN20312000. The Development Mitigation Program is an essential element of the funding for projects contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was received by the Plans and Programs Committee on February 15, 2012.

Responsible Staff: Ty Schuiling, Interim Executive Director

BRD1203a-jmw
Attachment: BRD1203a1-jmw

ATTACHMENT 1

City/Town Statistical Table
Development Mitgation Summary Table
For the Year Ending June 30, 2011
Excludes One City Not in Compliance

City/Town	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 10/11*	Fees Expended on Nexus Projs in FY 10/11	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto	79	0	1	0	2	$208,050	$0	$1,224,014	$0
Apple Valley	6	69	0	31,945	0	$257,752	$0	$6,328,603	$4,450,826
Chino	117	0	1,700	11,400	33,100	$676,339	$0	$13,265,678	$4,752,760
Chino Hills	27	0	n/a	0	0	$146,299	$798,996	$8,200,839	$5,174,800
Colton	5	1	0	0	0	$20,035	$0	$506,833	$0
Fontana	82	107	93,386	24,213	0	$1,463,259	$2,914,895	$25,731,885	$9,470,762
Grand Terrace	1	0	44,280	0	0	$425,972	$0	$984,805	$0
Hesperia	6	0	167,461	0	0	$413,703	$997,606	$10,102,706	$16,462,697
Highland	2	0	3,857		0	$34,756	$0	$2,760,187	$0
Loma Linda (missing)	0	0	0	0	0	$0	$0	$1,681,155	$0
Montclair	0	0	0	0	6,500	$6,162	$0	$849,956	$0
Ontario	29	20	13,916		156,584	$637,619	$574,309	$12,662,692	$2,324,769
Rancho Cucamonga	33	315	3,545	6,989	38,379	$1,209,033	$0	$8,594,729	$2,049,230
Redlands	20	128	209	153,045	26,475	$142,927	$0	$5,874,250	$1,589,898
Rialto	13	75	1,000	1,000	3,000	$403,321	$1,689,628	$2,477,761	$3,290,970
San Bernardino	4	80	0	14,766	0	$178,581	$154,326	$7,079,002	$237,826
Upland	133	0	0	2,642	0	$208,436	$0	$838,214	$0
Victorville	158	0	33,200	0	0	$966,671	$142,439	$15,502,629	$8,733,799
Yucaipa	0	0	0	0	0	$410,239	$1,408,146	$2,213,803	$5,081,428
Total	715	795	362,555	246,000	264,040	$7,809,154	$8,680,345	$126,879,740	$ 63,619,765

* May include fees from other sources not listed in the summary table
** Only includes revenue collected beginning FY06/07
*** Only includes expenditure of development mitigation fees

SB. County Statistical Table
Development Mitgation Summary Table
For the Year Ending June 30, 2011

County Sphere/Subarea	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 10/11*	Fees Expended on Nexus Projs in FY 10/11	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto Sphere	0	0	0	0	0	$0	$0	$0	$0
Apple Valley Sphere	2	0	0	0	0	$9,740	$0	$398,164	$0
Chino Sphere	0	0	0	0	0	$0	$0	$20,728	$0
Colton Sphere	0	0	0	0	0	$0	$0	$5,528	$0
Devore/Glen Helen	0	0	0	0	0	$0	$0	$38,955	$0
Fontana Sphere	0	0	0	752	31,657	$168,704	$0	$541,067	$0
Hesperia Sphere	4	0	0	0	0	$32,744	$0	$478,792	$0
Loma Linda Sphere	0	0	0	0	0	$0	$0	$0	$0
Montclair Sphere	0	0	0	0	0	$0	$0	$30,050	$0
Redlands Sphere	0	0	0	0	0	$0	$0	$69,497	$0
Redlands Donut Hole	0	0	0	0	0	$0	$0	$81	$0
Rialto Sphere	0	0	0	0	0	$0	$126,959	$56,007	$126,959
San Bernardino Sphe	1	0	0	0	0	$2,217	$0	$392,372	$0
Upland Sphere	2	0	0	0	0	$16,020	$0	$80,100	$0
Victorville Sphere	5	0	0	0	0	$19,430	$0	$128,238	$0
Yucaipa Sphere	0	0	0	0	0	$0	$0	$0	$0
Total	14	0	0	752	31,657	$248,855	$126,959	$2,239,580	$126,959
GRAND TOTAL	729	795	362,555	246,752	295,697	$ 8,058,008	$ 8,807,304	$ 129,119,319	$ 63,746,724

* May include fees from other sources not listed in the summary table
** Only includes revenue collected beginning FY06/07
*** Only includes expenditure of development mitigation fees

BRD1203a1-jmw

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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: 33

Date: March 7, 2012

Subject: Foothill Boulevard/5th Street Bus Rapid Transit Corridor Funding and Memorandum of Understanding (C12184) with Southern California Association of Governments (SCAG)

Recommendation:*

1. Approve a Memorandum of Understanding (MOU), C12184 between SCAG and SANBAG for the study entitled Integrated Transit and Land Use Planning for the Foothill Boulevard/5th Street Bus Rapid Transit Corridor.
2. Approve an increase of $200,000 in the SANBAG Fiscal Year 2011-2012 budget, for Task 40412000, using $200,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds as a match for the $200,000 received from the Caltrans Statewide or Urban Transit Planning grant.

Background: The San Bernardino County Long Range Transit Plan (LRTP) adopted by the SANBAG Board on December 2, 2010, identified the Foothill Boulevard/5th Street Corridor as the next corridor, following the E Street sbX corridor, to proceed with project development under the Valley's Express Bus/Bus Rapid Transit program. SANBAG applied for a Caltrans Statewide or Urban Transit Planning grant for the Foothill/5th Street BRT Corridor in May 2011, and $200,000 in grant funds was awarded to SANBAG in August. The application for the Caltrans grant and commitment of matching funds were authorized by the SANBAG Board in May, 2011, and additional background may be found in that agenda. Staff is seeking approval of a Memorandum of Understanding (MOU)

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203b-jmw
Attachment: C12184

between SANBAG and the Southern California Association of Governments (SCAG) to allow the Foothill/5th Street BRT study to proceed.

The purpose of the Caltrans grant program is to fund studies on transit issues having statewide or multiregional significance to assist in reducing congestion. SANBAG will work with SCAG and Caltrans to assist with the procurement process. SCAG will administer the consultant contract needed to carry out the project scope of work. Day-to-day consultant activities will managed by SANBAG staff, in close coordination with Omnitrans and in conjunction with a multi-agency technical committee.

This agenda item is also requesting an amendment to the Fiscal Year 2011-2012 SANBAG budget, committing $200,000 in Valley Measure I 1990-2010 TMEE funds to use as a match for the grant. The commitment of $200,000 in TMEE funds was authorized by the SANBAG Board in May 2011, with an indication that a budget amendment would be required if the grant application was successful.

Financial Impact: This item approves an increase of $200,000 in the SANBAG Fiscal Year 2011-2012 budget using Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds to be applied to Task 40412000 Subregional Transportation Planning.

Reviewed By: This item was unanimously recommended for approval by the Plans and Programs Committee on February 15, 2012. The Memorandum of Understanding has been reviewed by SANBAG Counsel and by SANBAG Contracts Manager.

Responsible Staff: Steve Smith, Chief of Planning

BRD1203b-jmw
Attachment: C12184

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12184 Amendment No. _____

By and Between

Southern California Association of Governments and San Bernardino Associated Governments

Contract Description Integrated Transit and Land Use Planning for the Foothill Boulevard and 5th Street Bus Rapid Transit Corridor

Board of Director's Meeting Date: January 4, 2012

Overview of BOD Action: Approve agreement outlining responsibilities between SCAG and SANBAG and commitment of $200,000 in matching funds by SANBAG.

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

CONTRACT OVERVIEW

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

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
January 5, 2012	June 30, 2014	

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?

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

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

$200,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds to match $200,000 in grant funds from the Caltrans Statewide Or Urban Transit Program.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

Task Manager Signature	12/05/11 Date	Project Manager Signature	12/13/11 Date
Chief Financial Officer Signature	12/13/11 Date	Contracts Manager Signature	2/20/12 Date

MEMORANDUM OF UNDERSTANDING
No. M-008-12

BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
FOR
INTEGRATED TRANSIT AND LAND USE PLANNING FOR THE FOOTHILL BOULEVARD AND 5TH STREET BUS RAPID TRANSIT CORRIDOR

(Project/OWP # 145.SCG02022.01)

This Memorandum of Understanding ("MOU") is by and between the **Southern California Association of Governments** ("SCAG") and **San Bernardino Associated Governments** (**"SANBAG"**) for Integrated Transit and Land Use Planning for the Foothill Boulevard and 5th Street Bus Rapid Transit Corridor, subsequently herein referred to as "Project." SCAG and SANBAG may be collectively referred to herein as "Parties."

RECITALS

WHEREAS, SCAG programmed the total project amount of $400,000 into its applicable Overall Work Program ("OWP") for the Project, which includes Federal Transit Administration ("FTA") Section 5304 Statewide or Urban Transit Planning Study grant funds ("Federal Grant") awarded by the California Department of Transportation ("Caltrans"), in the amount of $200,000 for this Project;

WHEREAS, SANBAG will provide a Local Cash Match in the total amount of $200,000 for the Project;

WHEREAS, SCAG intends to award a contract to a consultant(s) ("Consultant") in the not to exceed amount of $400,000 to perform work for the Project as set forth in the Scope of Work (Exhibit A), attached hereto and subsequently herein referred to as "Exhibit A";

WHEREAS, performance by the selected Consultant and SANBAG will begin on the dates indicated herein and is planned to continue through June 30, 2014;

WHEREAS, SANBAG's designated project manager, in coordination with SCAG's designated project manager, will ensure that the Scope of Work identified in Exhibit A is performed by the selected Consultant;

WHEREAS, the selected Consultant shall not begin work on the Project until SCAG issues a Notice to Proceed;

WHEREAS, all obligations of SCAG under this MOU are subject to the availability of Federal Grant funds; and

WHEREAS, this MOU shall supersede and replace any previous agreements between SCAG and SANBAG related to the Project described herein.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **MOU**

   This MOU is comprised of these terms and conditions and any attached Exhibits. This MOU may be amended only by written agreement between SCAG and the SANBAG.

2. **Scope of Work**

   a. SCAG shall obtain through competitive procurement and consistent with applicable requirements, the services of a Consultant to perform work for the Project as set forth in Exhibit A, and the Project Schedule and Funding Chart (Exhibit B), attached hereto subsequently herein referred to as "Exhibit B," for the not to exceed amount of $400,000, subject to the execution of a valid, enforceable contract between SCAG and its Consultant.

   b. Both Parties' Project Managers shall be provided with copies of all draft and final working documents as soon as available from the Consultant.

   c. Both Parties' Project Managers shall have equal access to all information and materials generated by the Consultant in the performance of the project.

3. **Term**

   The Term of this MOU shall begin on the Effective Date of the MOU and continue until June 30, 2014, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein.

4. **Program Management**

   a. All work under this MOU shall be coordinated with SCAG and SANBAG through the respective Project Managers.

      1) For purposes of this MOU, SCAG designates the following Project Manager:

         Stephen G. Fox
         Senior Regional Planner
         (213) 236-1855
         fox@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to SANBAG.

2) For purposes of this MOU, SANBAG designates the following individual as its Project Manager:

Steven Smith
Chief of Planning
(909) 884-8276
ssmith@sanbag.ca.gov

SANBAG may change the designation of its Project Manager by written notification to the SCAG Project Manager.

b. SCAG shall maintain final approval authority of all Consultant invoices related to this MOU.

5. Funding

a. The Parties agree and acknowledge that the total value of the Project is $400,000, and is funded as follows:

Grant Funds:	$200,000
Local Cash Match Contribution:	$200,000

b. SANBAG shall provide the required local cash match of $200,000 in accordance with Exhibit B and the Local Match Commitment (Exhibit C), attached hereto and subsequently herein referred to as "Exhibit C."

c. Except as expressly provided herein, if any funds paid in advance by SANBAG are unspent upon the completion or termination of this MOU, SCAG shall return such funds to SANBAG in the proportions listed in Exhibit B within thirty (30) calendar days of the completion or termination of the MOU.

d. It is mutually understood between the Parties that this MOU may have been written before ascertaining the availability of Federal Grant funds for the total value of this MOU.

e. SCAG reserves the option to terminate this MOU or to amend this MOU to reflect any reduction in funds. Any amendment to this MOU must be in writing and executed by both Parties.

6. Cost Principles

a. SANBAG agrees to comply with the following:

1) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)," shall be used to determine the acceptability of individual project cost items; and

2) The Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

7. MOU Changes

a. No alteration or deviation of the terms of this MOU shall be valid unless made in writing and properly executed by both Parties.

b. SCAG may request, at any time, amendments to this MOU and will notify SANBAG regarding such changes. Within ten (10) calendar days from the date of the written notice, SANBAG shall notify SCAG of the impact of such changes on the Scope of Work, schedule, and budget. Upon agreement between the Parties as to the required changes, an amendment to this MOU shall be prepared regarding the same. If the parties are unable to reach an agreement regarding the changes requested by SCAG, the Parties may terminate this MOU in accordance with the provisions set forth in Section 17(a) of this MOU.

8. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG:

Wayne Moore
Chief Financial Officer
Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
Phone: (213) 236-1832
FAX: (213) 236-1803

To SANBAG:

William Schuiling
Interim Executive Director
San Bernardino Associated Governments
1170 W. 3rd St., Second Floor
San Bernardino, CA 92410
Phone: (909) 884-8276
Fax: (909) 885-4407

9. Hold Harmless

a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, SANBAG undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SANBAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by SANBAG or its employees and agents in connection with its activities under this MOU.

b. Except for the negligence or willful misconduct of SANBAG and any of its directors, officers, agents, employees, assigns, and successors in interest, SCAG undertakes and agrees to defend, indemnify, and hold harmless SANBAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by SCAG or its employees and agents in connection with its activities under this MOU.

10. Records Retention and Audits

a. SANBAG shall maintain all source documents, books and records connected with the Project under this MOU and each annual SCAG OWP for a minimum of four (4) years from the date audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available for inspection and audit by representatives of SCAG, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.

b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU and procurement of the Consultant and all work performed for a minimum of four (4) years, and shall make all supporting information available for inspection and audit by representatives of SANBAG, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies shall be made and furnished by SANBAG upon request at no cost to the SANBAG.

c. If applicable, SANBAG agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of

activities to be examined under a single audit prepared by SANBAG in compliance with Office of Management and Budget Circular A-133.

d. Neither the pendency of a dispute nor its consideration by SCAG or the State shall excuse SANBAG from full and timely performance in accordance with the terms of this MOU.

11. Federal Certifications and Assurances

a. SANBAG shall adhere to the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and the 23 U.S.C. 1234. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to SANBAG to the same extent as SCAG and may include, but are not limited to:

1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and

3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).

b. SANBAG shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to SANBAG to the same extent as SCAG, and include but are not limited, the following areas:

1) Standard Assurances
2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
3) Drug Free Work Place Agreement
4) Intergovernmental Review Assurance
5) Nondiscrimination Assurance
6) DBE Assurance
7) Nondiscrimination on the Basis of Disability
8) Certification and Assurances Required by the U.S. Office of Management and Budget

c. Federal Lobbying Activities Certification.

1) By signing this MOU, SANBAG certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of SANBAG, respectively, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, SANBAG, as applicable, shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

3) This certification is a material representation of fact, upon which reliance was placed when this MOU was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the Master Fund Transfer Agreement between SCAG and the State.

12. <u>Equal Employment Opportunity/Nondiscrimination</u>

a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are

incorporated into this MOU by reference and made a part hereof as if set forth in full.

c. The Parties shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

d. Noncompliance: In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.

e. If required by DOT, additional or alternate sanctions for noncompliance may be imposed.

13. Conflict of Interest

The Parties shall comply with Federal and State conflict of interest laws, regulations and policies.

14. Independent Contractor

SANBAG and its officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

15. Disputes

The Parties agree to submit any disputes arising under this MOU to neutral mediation before resorting to litigation.

16. Noncompliance

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated.

17. Termination of MOU

a. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.

b. Termination for Cause. If through any cause, SANBAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SANBAG violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon

have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SANBAG of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for SANBAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In such event, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.

18. Non-Assignment

a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU. Any assignment without such written consent shall be void and unenforceable.

b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

19. Effective Date

The Effective Date of this MOU shall mean the date (meaning the last date indicated below) that the Parties have fully executed this MOU.

20. Entire MOU

This MOU, including the attached Exhibits A through C, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

[Signatures on Following Page]

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING NO. M-008-12

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____ _____
Larry McCallon Date
President, Board of Directors

APPROVED AS TO FORM:

By: _____ 2/22/12
Legal Counsel Date

By: _____ 2/20/12
Contracts Manager Date

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By: _____ _____
Wayne Moore Date
Chief Financial Officer

APPROVED AS TO FORM:

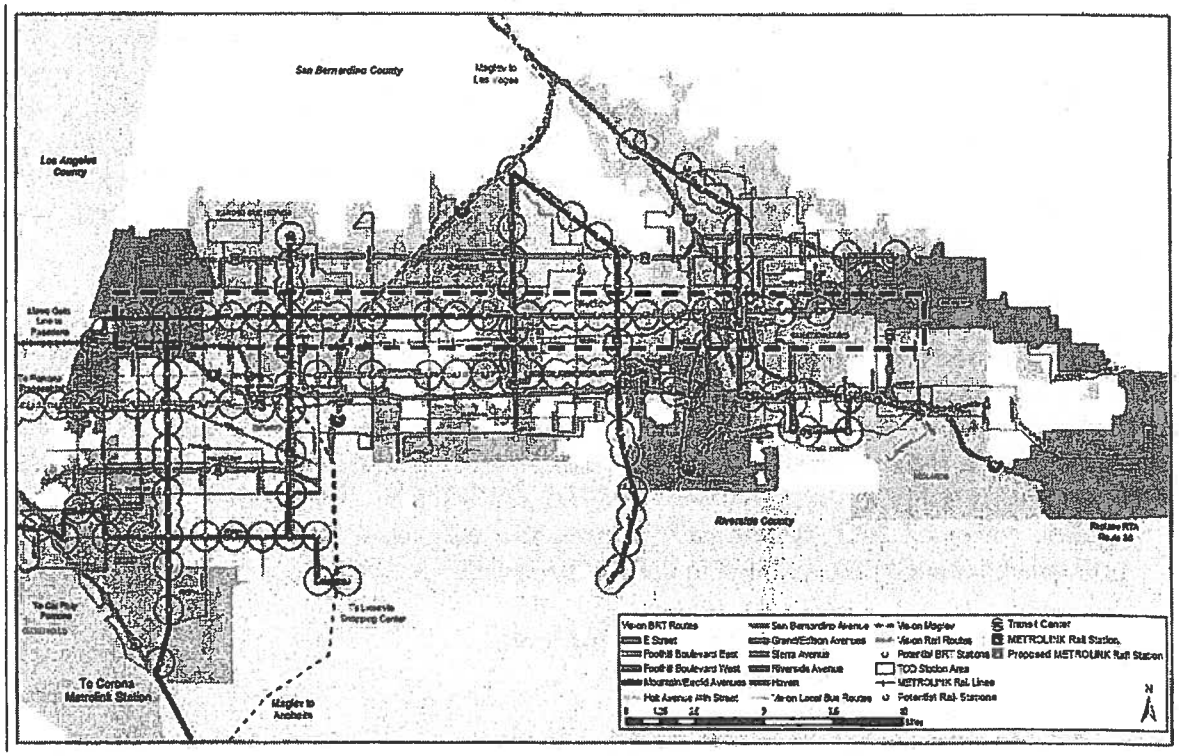
By: _____ _____
Joanna Africa Date
Chief Counsel/Director of Legal Services

Exhibit A
Scope of Work

This Scope of Work is for the San Bernardino Associated Governments' (SANBAG) and Southern California Association of Governments' (SCAG) project entitled "Integrated Transit and Land Use Planning for the Foothill Blvd/5th Street Bus Rapid Transit (BRT) Corridor." The project was awarded a grant under the "Statewide or Urban Transit Planning Studies" portion of the Caltrans Transportation Planning Grant program.

The Foothill Blvd/5th Street BRT Corridor, contained in SANBAG's Long Range Transit Plan (LRTP), is the next BRT line to be developed in the County. The E Street BRT corridor from north San Bernardino to Loma Linda is the first BRT line to be developed, with revenue service scheduled for 2014. The location of the 34-mile Foothill/5th Street Corridor is shown in Figure 1, set in the context of the LRTP for the San Bernardino Valley. The dashed line generally outlines the Foothill/5th Street BRT corridor, stretching from Highland at the east end to the Montclair Transit Center in the west end.

Figure 1. Location of the Planned Foothill Blvd/5th St BRT Corridor (Foothill/5th Corridor is the northern-most east-west BRT alignment, shown in the dashed area)



The grant application was submitted in partnership with all jurisdictions along this corridor, including Fontana, Highland, Montclair, Rancho Cucamonga, Rialto, San Bernardino, Upland, and the County of San Bernardino. The objectives of the project are:

- Refine the Foothill/5th BRT Corridor alignment, operational concepts, and station locations to maximize operational efficiency and potential for transit-supportive land uses.
- Develop station-area land use plans that take advantage of the future presence of BRT thereby increasing BRT ridership potential, reducing vehicle travel, and reducing emissions.
- Facilitate the future implementation of the Foothill/5th Corridor BRT line and associated land use plans in station areas, tailored to each BRT segment and jurisdiction.
- Establish an evaluation process "template" for non-rail premium transit options in suburban settings that can be applied to other corridors within and outside San Bernardino County.

SANBAG has 110 miles of planned express bus/BRT included in the LRTP in addition to the E Street and Foothill/5th projects. Use of the Caltrans grant to establish an evaluation template will facilitate planning for these additional corridors and will be beneficial to non-rail premium transit planning outside San Bernardino County.

The project will be conducted in the context of numerous commitments already in place by SANBAG, Omnitrans, and their partner agencies. SANBAG's substantial transit program is supported by its half-cent sales tax (Measure I) that extends from 2010-2040. The revenue projections include nearly $800 million focused on transit infrastructure and operational support: almost $300 million for the Metrolink/Rail Program, $150-200 million for the Express Bus/BRT Program and almost $300 million for Senior and Disabled Transit Programs (2010 dollars). This represents a serious commitment by SANBAG and its partner jurisdictions to expand transit infrastructure and services over the next 30 years. SANBAG also recognizes the importance of transit supportive land uses to complement our commitment to infrastructure and operations.

The Caltrans Transportation Planning Grant, together with other local funding sources, will allow SANBAG and local jurisdictions to optimize the investment being made in transit infrastructure and operations in the Foothill/5th Street Corridor. This type of integrated planning will provide focus for future land use changes and infrastructure needs around the BRT station areas. The benefits will include increased ridership on the BRT line, improved economic development potential in station areas, improved air quality, enhanced BRT system performance, and additional opportunities for compact, pedestrian-oriented development in the San Bernardino Valley.

The effort will be conducted in the following tasks:

1. Project Management
2. Existing Conditions
3. Identification of Express Bus/BRT Options
4. Land Use Planning in Station Areas
5. Evaluation of Express Bus/BRT Options
6. Recommendations and Implementation Planning

Task 1: Project Management

SANBAG anticipates spending the entire grant amount and matching amount on consultant services. The consultant will need to be experienced in transit planning, including prior experience with express bus/BRT planning, engineering sufficient to define feasible BRT alignments and stations, land use planning, and public outreach. SANBAG and SCAG staff will manage the consultant contract, and the consultant will be guided by a Technical Advisory Committee, with periodic input at the policy level.

The Project Management Task includes all activities required to oversee and administer the successful completion of the project. As part of project management, the study will involve:

1.1. Project kick-off meeting with the consultant, SANBAG, and SCAG.
1.2. Monthly progress payment invoice to SANBAG/SCAG documenting hours worked and percent complete by task.
1.3. Monthly progress reports to be submitted to SANBAG/SCAG with monthly progress payment invoices.
1.4. Technical Advisory Committee (TAC) meetings including SANBAG, SCAG, Omnitrans, Caltrans, and local jurisdiction staff on at least a bi-monthly basis.
1.5. Agendas and meeting minutes for each TAC meeting.

Deliverables:

- Project kick-off meeting and meeting summary
- Monthly progress payment invoices
- Monthly progress reports
- Quarterly Reports
- Monthly TAC meeting agendas and minutes.

Task 2: Document Existing Conditions

Existing conditions for both land use and transportation will be reviewed along the corridor. This will include both station areas that have been tentatively designated in the LRTP as well as alternate locations that may better serve the needs of BRT and local communities. The review will include documentation of future land use plans in the corridor as well. This task will be conducted in conjunction with Task 3 to comprehensively identify both potential alignment variations and station opportunities. For example, a decision needs to be made as to whether Fifth Street or Third Street in the east end of the corridor provides the best potential ridership and development opportunities for the BRT corridor. There are points in favor of each, and this task will document existing conditions for both.

Historical public transportation use patterns within each city and between cities will be updated and incorporated into this analysis. This will include a review of ridership

history, travel demand model data, and origin-destination data, such as the American Community Survey.

Notably, SANBAG and Omnitrans are conducting a major study of operations for Omnitrans, the joint-powers authority responsible for the operation of regional public transit services for the San Bernardino Valley. Coordination with the Omnitrans Comprehensive Operational Analysis (COA) will be ensured by SANBAG – both in documenting existing conditions and the evaluation of BRT operational concepts.

In addition, Task 2 will document the following for each station area: existing transit service, existing boarding/alighting data, right-of-way widths, existing and proposed land uses, zoning code, economic development plans, roadway configurations and street widths, parking supply/location, pedestrian paths, sidewalk widths, open space, building façade characteristics, proximity of building structures, surrounding land use context, and other pertinent documents as provided by city staff. SANBAG already has detailed mapping of existing land uses and general plan land uses throughout the urbanized County of San Bernardino. Initial discussions with the jurisdictions will also identify the status of general plan updates/amendments and existence of overlay districts or special zoning that would already be considered transit-supportive and/or transit-oriented.

The Existing Condition Report will be compiled from the information found from the other subtasks. It should be prepared in a manner that allows integration into the Final Report.

Deliverables:

- Existing Conditions Report

Task 3: Identification of Express Bus/BRT Options

The type and characteristics of express bus/BRT that can best fit the needs of the corridor will be examined in this task. Two to three operational concepts will be identified for premium transit service in the Foothill/5th Street Corridor, each with their own operational characteristics.

The operational options are expected to range from a full BRT system concept as is being implemented in the E Street sbX corridor to express service similar to Metro Rapid in Los Angeles County. Subtasks for Task 3 are described below.

3.1. Identify Overall Operational Concepts

Operational concepts will be identified at a planning level, with sufficient engineering support to establish feasibility of operation for the alignments and stations. This may include an assessment of alignment variations needed to best serve the major origins and destinations within the corridor and/or identification of service coordination requirements or supplemental transit connections to serve nearby origins and destinations outside walking distance of the alignment (last mile/first mile issues). Additional right-of-way

requirements will be identified by roadway segment for each operational concept, and feasible station/stop locations will be examined in conjunction with the land use analysis in Task 4.

The optimum station locations will be first identified in terms of proximity to primary origins, destinations, and transfer points. If these locations prove to be geometrically difficult, tradeoffs will be examined for moving the station/stop locations to better optimize geometric feasibility and proximity to destinations. Requirements will be specified for stations/stops for each operational concept, and these requirements will be used in the analysis of the feasibility of station/stop locations.

3.2. Identify Operational Characteristics for each Concept

Operational characteristics to be examined for each concept will include, at a minimum:

- Vehicles running in an exclusive lane or right-of-way, in mixed traffic, or combination.
- Center or side-running vehicles.
- Vehicle type and capacity.
- Station/stop locations and geometric/operational requirements.
- Fare payment methods.
- Traffic signal operations and signal priority.
- Headways for both peak and off-peak times, along with hours of service.
- Relationship to local bus operations (e.g. maintenance or modification of shadow service).
- Estimates of average operating speed for each operational concept. Considerations for developing speed estimates will include prevailing traffic speeds, delay reductions achievable through signal priority, and estimated dwell times at stations.

These characteristics will be documented for each operational concept. Maps will be prepared identifying alignments, station locations, and vehicle and station functionality.

3.3. Refine Station/Stop Locations based on Additional Land Use Considerations

Station locations may require adjustment based on input provided by local jurisdictions on existing and proposed land uses in Task 4. Tasks 3 and 4 will be conducted in parallel so that the land use considerations can influence station location and station location can influence land use strategies. Stations may be planned for locations that have little current ridership potential but may have substantial ridership potential in the future. The implementation planning task will consider whether such locations should be included in a master plan of station locations but deferred for operation until a future date.

3.4. Prepare Express Bus/BRT Options Report

A report will be prepared detailing the operational characteristics of each concept. This will be used as the starting point for the evaluation of options in Task 5. The report shall include at least the following:

- Identification of alignments and station locations for each operational concept. Include information on potential route deviations from the main alignment, if any, and the tradeoffs involved in each.
- Definition of operating characteristics of each concept, including transit vehicle characteristics, peak and off-peak headways, maintenance of shadow service, center- or side-running lanes and stations by segment, signal priority requirements, etc.
- Identification of both exclusive lane and mixed flow cross-section requirements by segment. Where a clear recommendation on cross-section for a particular segment is unclear, identify the tradeoffs involved in the definition of the cross-section for that segment.
- Identification of feasible station locations and the physical requirements of each. Identify any dimensions or requirements that may differ from the Omnitrans station templates established for the E Street sbX corridor.
- Identification of right-of-way required for both segments and stations.
- Aerial mapping of each potential station location and its relationship to surrounding land uses. Consultants shall identify in their proposals the scale of mapping for station areas and segments they believe to be appropriate.
- Identification of potential traffic operational issues, based on type of signal equipment currently in place within the corridor, median type and width, traffic congestion at major intersections, pedestrian activity, etc.

Deliverables:

- Express Bus/BRT Options Report

Task 4: Land Use Planning in Station Areas

Task 4 will focus on those stations that will likely benefit from additional land use planning, especially given the context of the particular type of premium transit service identified in Task 3. Specific opportunities for transit-supportive land use will be identified at each candidate station location. The primary focus of the land use planning will be within ¼ mile of the stations, with a secondary focus on land uses within ½ mile of the stations. The clustering, mixing, and densification of land uses in the BRT corridor will directly increase transit ridership and non-motorized trips, resulting in reduced automobile use and greenhouse gas emissions.

As part of this task, round-table discussions will be held with local jurisdiction planning and economic development directors and the private sector concerning market realities, options to attract the highest and best uses, the suitability of each site for higher density uses, development pitfalls, and potential tools for incentivizing transit-oriented development. The goal is to arrive at transit-supportive land use plans for transit station areas that are likely to be economically feasible and acceptable to the business and

residential communities. The consultant shall develop station-specific implementation plans for local jurisdictions to foster transit-supportive land development in station areas in the near term and to preserve transit-supportive land use opportunities in the longer term

Land use plans in station areas would be designed to facilitate access by walking and bicycle. The SANBAG project "Improvement to Transit Access for Cyclists and Pedestrians" will establish transferable principles for non-motorized design within and to the station areas.

Deliverables:

- Station-specific transit-supportive land use plans.
- Corridor-level land use scenario(s) that can be evaluated in conjunction with express bus/BRT options in Task 5.
- Station-specific implementation plans that will foster transit-supportive land development and preservation of land development opportunities.
- Land Use Technical Memorandum.

Task 5: Evaluation of Express Bus/BRT Options

This task involves a comparative analysis of the potential benefits of the express bus/BRT options developed in Task 3. The evaluation will be based on a set of criteria developed at the beginning of this task. This will also be the point at which additional outreach occurs with the public. Public outreach will be integrated with all the subtasks in Tasks 5 and 6, but is described here in overview prior to addressing the work activities in the subtasks.

5.1. Agency and Public Outreach

The principal collaborators in this effort are SANBAG, Omnitrans, SCAG, and the local jurisdictions with planning responsibility in the Foothill/5th Street Corridor. Local jurisdictions have land use authority and are legally responsible for general plans and zoning. However, other collaborators will include SCAG (coordination of this activity with the SCS), Omnitrans (the ultimate operator of the system), land owners and developers (who must make financial commitments to the residential and non-residential projects), business entities and employers, other joint powers authorities (e.g. water districts, conservation authorities, redevelopment authorities, and school districts), advocacy groups, local area residents, and state and federal regulatory agencies. There are many groups with which communication is needed. Some represent specific destinations the BRT should serve. Others represent general interests in keeping communities financially viable and livable.

Discussions will be held with each of the jurisdictions early in the study to design an outreach plan that addresses the unique needs of each community, rather than being a

"one-size-fits-all" approach. It is anticipated that the outreach plan will be designed for each community and BRT segment and will consider the following:

- Development opportunities within each station area
- Existing land use within and surrounding each station area
- Prior foundation of public involvement and advocacy within each area
- Special issues or considerations within each area.

Certain elements of the outreach plan may need to be refined as more becomes known about the issues associated with each BRT segment, jurisdiction, and station area. The level of outreach will likely need to vary based on the local circumstances. It is expected that public meetings will be organized around groupings of stations, but this will be dependent on city-specific issues and readiness of each city along the corridor to engage the public.

Engagement with communities along the corridor will consider the full toolbox of public participation activities that SANBAG has employed through its Long Range Transit Planning process and most effectively utilized in the 2007 Public Transit-Human Services Transportation Plan to draw out human service agency personnel and their clientele. SANBAG will also utilize the Public and Specialized Transportation Advisory and Coordination Council (PASTACC), a subcommittee of SANBAG that has additional access to the targeted disadvantaged communities. The station design features selected and promoted will work to address the accessibility, information and other needs of these target groups that arise during the public outreach processes.

5.2 Identification of Evaluation Criteria

Criteria will be developed as the basis for evaluation of the express bus/BRT options. Possible factors to be considered include:

- Average transit speed, by segment, for each operational concept
- Estimated increase in transit ridership
- Capital and operating costs for each operational concept
- Impact on capital and operating budgets of SANBAG and Omnitrans
- Potential for increased economic development in local jurisdictions
- Potential reduction in vehicle miles of travel
- Potential reduction in emissions, including greenhouse gases
- Impact on accessibility for disadvantaged populations

Criteria will be identified through discussion with the project Technical Advisory Committee and documented in a technical memorandum.

5.3 Development of Evaluation Data

Analyses will be conducted to develop the measures of effectiveness based on the criteria established in subtask 5.1. Ridership estimation will be conducted using SANBAG's San Bernardino County Transportation Analysis Model (SBTAM). SBTAM development is being completed in Spring 2012 to be consistent with the SCAG 2012 RTP modeling process. This includes a fully functional mode choice modeling capability and transit networks.

Transit networks are being developed for SCAG modeling as part of the 2012 RTP, and these networks will be available to SBTAM. Although the Foothill/5th Street BRT line and stations will be resident in the network, adjustments will likely be needed as a result of the definition of operational concepts in Task 3 and the land use plans in Task 4. The modeling conducted in this task will be beneficial in the further refinement of SBTAM for other transit applications in San Bernardino County.

Transit system modeling to be conducted as part of this project will be used to better optimize BRT system design (alignment and station locations) as well as to compare the alternatives. Analysis outputs will include estimates of increased transit ridership, reduced Vehicle Miles of Travel (VMT), and reduced greenhouse gas emissions. Consultants may also propose sketch-planning methods for ridership estimation, but must identify the specific methods to be employed, justify this approach, and demonstrate experience with those methods. The analytical approach will be reviewed by the project Technical Advisory Committee and approved by SANBAG.

Capital and operating costs will be estimated based on generally accepted and current cost parameters for highway geometric modifications, right-of-way costs (if applicable), intersection signal upgrades and vehicle equipment for signal priority, cost of vehicle acquisition, cost of BRT stations, vehicle operating cost per mile (based on estimated running speeds and dwell times), labor costs, and vehicle/station maintenance and security costs.

5.4 Comparison of Express Bus/BRT Options

Summary tables will be developed comparing options side-by-side, in terms of both costs and effectiveness. The results will be documented in a technical memorandum. Presentations on this analysis will be made to the TAC and to policy makers as background for the recommendations to be made in Task 6.

Deliverables:

- Tech memo documenting the evaluation criteria
- Express bus/BRT evaluation technical memorandum

Task 6: Recommendations and Implementations Planning

The evaluation of options in Task 5 may result in a clearly preferred alternative for implementation of express bus or full BRT in the Foothill/5th Street corridor. If so, the preference will be documented in Task 6. This alternative can then be used as the basis for further project development. It is also possible that two alternatives would be recommended for further assessment in subsequent engineering and environmental studies. If a formal Alternatives Analysis is required for advancing the alternative(s) recommended, the requirements for that AA will documented. Specific implementation steps will be identified.

Logical segments for phasing will also be examined. The length of this corridor may not allow for implementation of the entire 37 miles at one time. Phased segments may be identified based on ridership estimates, funding availability, local jurisdiction readiness, maturity of land uses and destinations within station areas, and other factors.

Refinements in the transit-supportive land use plans/scenarios developed in Task 4 may also be recommended. SANBAG and the jurisdictions will collectively recommend a set of feasible and compatible BRT/land use scenario(s) that promote corridor sustainability. Planning staff will be encouraged to work with their planning commissions and city councils to confirm the direction for stations within their jurisdiction. The goal is to develop a strategy for implementation that is physically, financially, and politically feasible. Ideas such as fee credits, streamlined permitting and project staging are types of implementation strategies that might be considered.

Circumstances will vary with regard to the implementation steps that may be appropriate within each jurisdiction and station area. To the extent possible, SANBAG will work with each jurisdiction to move the land use plans forward through the local decision-making process. However, each jurisdiction will need to define its own implementation steps and how far along that path they will be able to proceed subsequent to this project. Examples of implementation steps could include:

- Craft an overlay district for one or more BRT station areas within the jurisdiction. The overlay districts would allow an increased density or appropriate mix of uses to increase access to transit and encourage pedestrian travel within and to the station area.
- Establish a set of design guidelines and/or development standards for overlay districts or mixed use areas in the general plan. Design standards may address location of buildings on adjacent sites, landscaping, signage, and pedestrian amenities.
- Consider locally-based incentives, such as reduced per-unit transportation fees for higher density development in BRT station areas. Incentives already exist at the State level through SB 375 CEQA exemptions under certain conditions.

Task 6 will be documented in an Implementation Technical Memorandum. A draft report will also be prepared, drawing from technical memoranda in prior tasks. The draft report will be reviewed by the TAC and others within the agencies represented by the TAC. The SANBAG Commuter Rail/Transit Committee will be used for policy-level review at critical points within the project. In addition, elected officials representing cities within the Foothill/5th Street Corridor will be consulted. Comments received on the draft report will be addressed and a final report prepared. The Final Report will be submitted for approval to the SANBAG Board of Directors.

Deliverables:

- Implementation Technical Memorandum
- Draft and Final Reports

Exhibit B
Project Schedule and Funding Chart

	Project Title	Foothill/5th Street Bus Rapid Transit Corridor				Grantee	Southern California Association of Governments
		Fund Source				Fiscal Year 2011/12	FY 2012/13	FY 2013/14	
Task Number		Responsible Party	Total Cost	Grant	Local	J A S O N D J F M A M J	J A S O N D J F M A M J	J A S O N D J F	Deliverable
1	***Project Management***								
		consultant	$20,000	$10,000	$10,000				Project management reports
2	***Document Existing Conditions***								
		consultant	$50,000	$25,000	$25,000				Existing Conditions Report
3	***Identification of Express Bus/BRT Options***								
3.1	Identify overall operational concepts	consultant	$40,000	$20,000	$20,000				
3.2	Identify operational characteristics for each concept	consultant	$40,000	$20,000	$20,000				
3.3	Refine station/stop locations based on additional land use considerations	consultant	$10,000	$5,000	$5,000				
3.4	Prepare Express Bus/BRT Options Report	consultant	$30,000	$15,000	$15,000				Express Bus/BRT Options Report
4	***Land Use Planning in Station Areas***								
		consultant	$60,000	$30,000	$30,000				Station-Area Land Use Plans Technical Memo; Station-specific transit-supportive land use plans. Corridor-level land use scenario(s) that can be evaluated in conjunction with express bus/BRT options in Task 5
5	***Evaluation of Express Bus/BRT Options***								Tech memo documenting the evaluation criteria; Tech memo documenting evaluation process and results for each land use scenario
	Identification of Evaluation Criteria	consultant	$10,000	$5,000	$5,000				
	Development of Evaluation Data	consultant	$60,000	$30,000	$30,000				
	Comparison of express bus/BRT options	consultant	$30,000	$15,000	$15,000				
6	***Recommendations and Implementations Planning***								
		consultant	$50,000	$25,000	$25,000				Draft and Final Reports
	TOTALS		$400,000	$200,000	$200,000				

Exhibit C
Local Match Commitment

March 7, 2012

Mr. Wayne Moore, CFO
Southern California Association of Governments
818 West Seventh Street, 12th Floor
Los Angeles, CA 90017-3435

RE: San Bernardino Associated Governments (SANBAG) Program Match Commitment – FTA Sect. 5304 Urban Transit Planning Grant

Dear Mr. Moore:

San Bernardino Associated Governments (SANBAG) agrees to provide the local match to the proposed project "Integrated Transit and Land Use Planning for the Foothill Boulevard and 5th Street Bus Rapid Transit Corridor." This project is funded by a Rural or Small Urban Transit Planning Study Grant competitively award by Caltrans to SCAG, which requires cash and/or in-kind match financed with non-federal funds.

As a result of the grant and in reliance upon SANBAG's commitments as outlined in this letter, SCAG intends to conduct this project according to the Scope of Work detailed in the approved grant application and SCAG's Overall work Program (OWP).

This letter serves as SANBAG's commitment to provide $200,000 as a local match using funding from local Measure I transportation funds for the project as outlined in the Project Schedule and Funding Chart (attached). SANBAG agrees to provide the cash match and understands that SCAG shall not pay the consultant or other invoices for this Project until such time that SCAG receives the cash match.

If you have any questions, please contact Steve Smith at (909) 884-8276.

Sincerely,

_____

William Schuiling
Interim Executive Director

DISCUSSION ITEMS

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **34**

Date: March 7, 2012

Subject: State and Federal Legislative Update

Recommendation:*

1. Receive presentation by SANBAG President Larry McCallon, Vice President Janice Rutherford, Supervisor Brad Mitzelfelt and Mayor Patrick Morris on last month's Washington D.C. visit.
2. Receive presentations by Steve Palmer, SANBAG's Federal advocate, and Mark Watts, SANBAG's State advocate.

Background: SANBAG's legislative staff provides State and Federal Legislative analysis and updates to the Board on a monthly basis.

Federal

SANBAG's Federal advocate, Steve Palmer, will provide a status report on issues in Washington D.C.

Mr. Palmer will provide information on the following issues **(Please see Attachment #1)**:

- The 2012 D.C. Advocacy Trip;
- FY 2013 Budget;
- Status of the House and Senate Surface Transportation bills.

*

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.

State

SANBAG's State advocate, Mark Watts, will provide a status report on issues in Sacramento.

Mr. Watts will provide information on the following issues **(Please see Attachment #2)**:

- Update on Sacramento policy developments since the beginning of the year;
- Key new administration appointments related to COG's or transportation agencies;
- 2012 Transportation Budget Overview;
- Several key bills introduced **(Please see Attachment #3).**

It is important to note that the 2012 deadline for bill introductions is February 24 and that there may be a large number of additional bills that will be appropriate to add to the bill tracking matrix in the future.

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

Reviewed By: This item has not received prior committee review.

Responsible Staff: Eric Haley, Interim Director of Legislative Affairs

Attachment #1

VAN SCOYOC ASSOCIATES

Transportation Update
February 20, 2012

Steven O. Palmer, Vice President
Casey Watts Morgan, Director
Jacqueline Schmitz, Manager

Last Week

Final Passage: "D-Block" Spectrum. Last week, Congress approved legislation (H.R. 3630) to extend the payroll tax cut, sending it to the President. The legislation provides public safety officials across the country with the same spectrum resource – a portion of the 700 MHz wireless airwaves known as the D-Block – and $7 billion in dedicated funding to get a nationwide, wireless, broadband network using D-Block spectrum up and running. This will ensure that first responders have the contiguous 20 MHz of spectrum they sought for wireless broadband.

White House

On February 13, President Obama transmitted his proposed FY 2013 budget to the Congress.

FY 2013 DOT Budget. For the Department of Transportation (DOT), the budget requests total $74.5 billion, up slightly from the current funding level of $72.6 billion. The budget also proposes a six-year $476 billion surface transportation authorization bill, as well as a $50 billion request for Immediate Transportation Investments. Highlights include:

- **Federal Transit Administration**: Total request - $10.8 billion, an increase of $233 million over FY 2012 enacted levels. The New Starts and Small Starts program, targeting transit and bus capital investment projects, is funded at $2.235 billion. The State of Good Repair program, designed to help transit agencies repair or replace their bus fleets and rail operations, is funded at $3.2 billion.
- **Federal Highway Administration**: Total request - $42.6 billion, an increase of $1 billion from enacted levels in FY 2012. DOT proposes to continue the Transportation Infrastructure Finance Innovation Act (TIFIA) credit assistance program by requesting $500 million, as compared to $122 million in FY 2012. The FHWA budget also requests a total of $4 billion for the Livable Communities Program. This program is designed to fund competitive grant programs in order to help communities increase transportation choices.
- **Federal Aviation Administration**: Total request - $15.2 billion, a $730 million decrease from enacted FY 2012 levels. The Airport Improvement Program (AIP) is funded at $2.4 billion, a reduction from $3.35 billion. The Administration proposes eliminating AIP grants for large and medium hub airports, and instead urges Congress to increase the Passenger Facility Charge. A total of $955 million is requested for NextGen implementation and development. Like last year, the budget proposes a $100 per flight fee for commercial and general aviation aircraft.

- **TIGER**: Under the $50 billion stimulus request, the DOT budget proposes to fund a new grant program called Transportation Infrastructure Grants and Financing at $4 billion. In the FY 2012 budget, Congress provided $500 million for the TIGER grant program.
- **High Speed Rail**: The DOT budget requests $2.5 billion for the development of high speed rail infrastructure, stations, equipment, and institutional capacity. The budget also requests $1 billion for high speed rail implementation.

DOT's FY 2013 budget-in-brief is at:
http://www.dot.gov/budget/2013/dot_budget_highlights_fy_2013.pdf

FY 2013 DHS Budget. The President's FY 2013 budget proposes a total of $39.5 billion for DHS, a decrease of $191 million (0.5 percent) below FY 2012 enacted levels.

- **Transportation Security Administration**: Total request - $7.6 billion, a reduction of $197 million over the current year. Of the re quested amount, $5.1 billion is for aviation security, including $117 million for the purchase and installation of explosive detection systems, a reduction of $87 million from FY 2012. Other program reductions include $31 million less for checkpoint support and a $36 million reduction for the federal air marshal program.
- **Customs and Border Protection.** Total request - $11.9 billion for CBP. The budget proposes maintaining 21,370 CBP officers to facilitate travel and movement of goods, but does not specify the number of CBP officers dedicated to airports. CBP will assume responsibility for the core US-VISIT operations and management of the biographic and biometric information storage and watchlist management services. The CBP budget requests $261.5 million for their US-VISIT responsibilities.
- **Aviation Passenger Security Fee.** The FY 2013 budget would double passenger security fees to $5 per trip and would increase another 50 cents in 2014, with a total of $7.50 per trip by 2018.

The DHS FY 2013 Budget-in-Brief is at:
http://www.dhs.gov/xlibrary/assets/mgmt/dhsbudget-in-brief-fy2013.pdf

Senate

Floor Debate: Transportation Authorization. Faced with the threat of a filibuster over extraneous amendments, S. 1813, MAP-21, the Senate failed on Friday to invoke cloture on an amendment to merge the four Committee-approved titles (highway, transit, safety, and revenues) into one bill. The vote was a party-line vote of 54-42 (60 votes were needed). Senator Barbara Boxer (D-CA) has indicated that after the February 20 President's Day recess, there will be a bipartisan amendment to integrate the four committee titles, which is likely to be approved. Approval of a cloture vote on that amendment would limit the number of extraneous non-transportation amendments and enable to Senate to begin considering amendments related to highways, transit, and safety.

Hearing: FY 2013 DOT Budget. On February 15, the Senate Budget Committee heard testimony from Transportation Secretary LaHood on DOT's FY 2013 budget request. While Senators generally supported the proposal to increase spending for transportation infrastructure, doubts were raised about the legitimacy using offsets from reduced spending on the wars in Iraq and Afghanistan to pay for increased transportation spending. Video of the hearing is at:

http://budget.senate.gov/democratic/index.cfm/committeehearings?ContentRecord_id=ecfcf174-b1ef-4d71-b45f-db3033139849

House

Energy Legislation: Transportation Authorization. Last week, in an effort to secure the necessary votes to pass H.R. 7, the Rules Committee separated out three major bills that were to be integrated into H.R. 7. Subsequently, on Thursday, February 16, the House passed on a 237-187 vote, H.R. 3408, legislation that would expand offshore drilling, authorize Arctic National Wildlife Refuge exploration, and expedite the Keystone XL crude oil pipeline. After the recess, House Speaker John Boehner (R-OH) plans to attach the energy measure to H.R 7.

Amendments to H.R. 7. In anticipation of H.R. 7 being debated on the House floor, the Rules Committee, which structures the floor debate for all legislation, set a February 13 deadline for amendments to be filed. A total of 296 amendments were filed to H.R. 7. However, the leadership delayed consideration of the bill. When the House returns the week of February 27, the Rules Committee will meet and consider which amendments should be allowed to be voted on by the full House. The list of pending amendments is at:
http://rules.house.gov/Legislation/legislationDetails.aspx?NewsID=733

Statement of Administration Position – H.R. 7. On February 14, the White House issued its Statement of Administration Policy on H.R. 7. It states in part, "Because this bill jeopardizes safety, weakens environmental and labor protections, and fails to make the investments needed to strengthen the nation's roads, bridges, rail and transit systems, the president's senior advisers would recommend that he veto this legislation".
http://www.whitehouse.gov/sites/default/files/omb/legislative/sap/112/saphr7r_20120214.pdf

Hearing: FY 2013 DHS Budget. On February 15, the Homeland Security Appropriations Subcommittee, chaired by Representative Robert Aderholt (R-AL), held a hearing on the FY 2013 DHS budget request. Among other issues, Secretary Grace Napolitano addressed the need for DHS to help improve security at surface transportation facilities. She highlighted –

- The new FY 2013 National Preparedness Grants Program, which will help prevention of and response to threats across the country, as well as hardening of critical transit infrastructure;
- Conduct compliance inspections of freight rail and mass transit facilities; assessments of high-risk transit agencies; and continuous, multi-modal security reviews; and
- Fund 37 Visible Intermodal Prevention and Response (VIPR) teams, including 12 multi-modal Teams. VIPR teams have expertise in inspection, behavior detection, security screening, and law enforcement.

Secretary Napolitano's testimony is at: http://appropriations.house.gov/UploadedFiles/HHRG-112-AP15-JNapolitano-20120215.pdf

This Week

Neither the House nor the Senate is in legislative session this week. Both will return to Washington on Monday, February 27.

Attachment 2

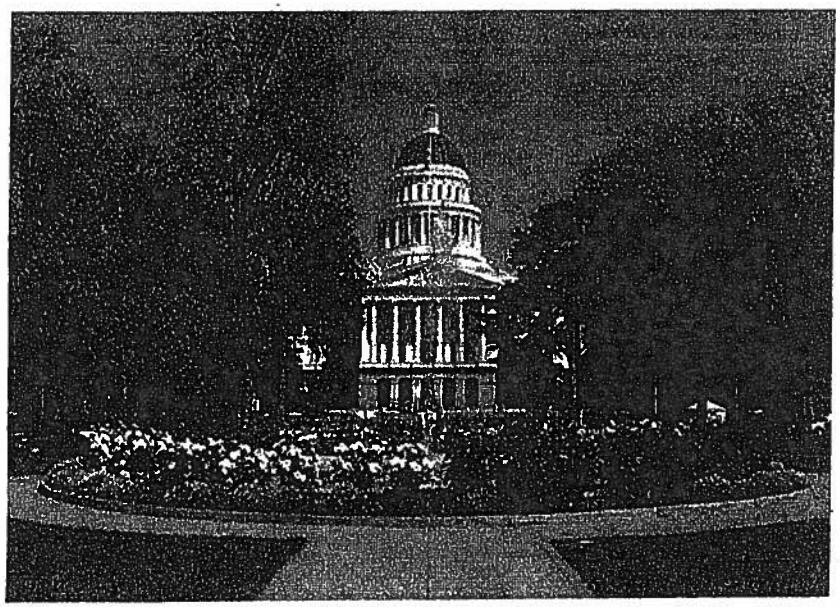
SANBAG Board

Sacramento Perspective

Mark Watts

Smith, Watts & Martinez

March 7, 2012



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2012 , an Election Year

Primary : June 5, 2012

2 statewide measures on ballot

- SB 202 (2011) deferred any initiative (after July 2011) to 2012 General Election; no new initiatives on Primary ballot
- # 1 - *Cigarette Tax*, $1.00 per pack
- # 2 - *Term Limits*, reduces from 14 to 12 years, total for state offices
- SB 202, also moved Rainy Day Fund (ACA 4) to 2014 from June 2012

State Senate and Assembly, Under "Top Two" provisions

Candidate's Declaration of Intent:

- Ends 3/9
- Extended for 5 days if no incumbent
- Late breaking announcements set up "musical chairs"

General: November 6, 2012

3 qualified measures thus far:

- SB X7 2 – Water Bond
- Payroll Deduction Initiative
- Auto Insurance Driver's History Initiative

2012 , an Election Year

Initiative Status – Full Ballot in November Likely

1 measure, Pending AG Title and Summary:

- Referendum on State Senate districts (full check deadline, 2/24)

68 Initiatives, Qualified for Circulation

- Governor's income and sales tax measure is among these
- CSAC suspended circulation of the realignment revenue protection measure
- Competing tax measures (Molly Munger and CFT) are frustrating Governor

Capitol Update

Administration Update

- Brian Kelly, Undersecretary of Transportation
- Restructuring of Transportation Cabinet Agency

Legislative Leadership

- Speaker Perez, Senate *pro tem* Steinberg and Assembly Republican Leader Conway continue in their roles
- Senate Republican Leader is now Bob Huff, replacing Bob Dutton

Legislative Priorities

- January was final deadline for 2011 bills in house of origin, so that has been a focus
- Democratic leaders are not in rush to address state budget shortfall, prefer to wait for revenue picture to clear up in Spring
- Latest crucial development is Controllers "cash crunch", $8 billion by March

Transportation Matters

Fair 2012 Transportation Budget

- Governor's Transportation Reorganization Plan
- Prop 1B Bond Funding
- Intercity Rail Funding
- Project Initiation Documents Zero-Based Budgeting
- Mass Transportation Program Zero-Based Budgeting
- State Transit Assistance ($400M+)
- High speed Rail, ($15.9 million proposed for administration)
- SB 95, Local HUTA Relief and Cash Management

Coming Issues

- CARB's Cap and Trade, funding for sustainable transportation programs
- High sped Rail, Business Plan Update and Funding Request

Attachment #3

SANBAG Bills of Interest

Assembly Bill #	Author	Description	Status	Position	Comments
AB 16 Introduced 12/6/2010	Perea D (Dist 31)	**High-Speed Rail Authority.** Would require the authority to make every effort to purchase high-speed train rolling stock and related equipment that are manufactured in California, consistent with federal and state laws.	SENATE INACTIVE FILE	Watch	Encourages HSRA to procure equipment made in California.
AB 41 Amended 2/15/2012	Hill D (Dist 19)	**High-Speed Rail Authority: conflicts of interest: disqualification: ex parte communications.** Would add members of the High-Speed Rail Authority to those specified officers who must publicly identify a financial interest giving rise to a conflict of interest or potential conflict of interest, and recuse themselves accordingly. This bill contains other related provisions and other current laws.	SENATE THIRD READING 2/23/2012 #69 SENATE ASSEMBLY BILLS-THIRD READING FILE	Watch	Adds conflict of interest provisions to cover HSRA members.
AB 57 Amended 5/19/2011	Beall D (Dist 24)	**Metropolitan Transportation Commission.** Would require the Metropolitan Transportation Commission to consist of 21 members, including one member appointed by the Mayor of the City of Oakland and one member appointed by the Mayor of the City of San Jose. The bill would require the initial term of those 2 members to end in February 2015. The bill would, effective with the commission term commencing February 2015, prohibit more than 3 members of the commission from being residents of the same county, as specified. By imposing new requirements on a local agency, this bill would impose a state-mandated local program. This bill contains other related provisions and other current laws.	SENATE 2 YEAR	Watch	Increases membership on MTC from 19-21 members.
AB 294 Amended 8/31/2011	Portantino D (Dist 44)	**Transportation projects: procurement.** Current law, until January 1, 2014, authorizes the design-build method of procurement to be used for up to 10 local transportation projects, 5 state transportation projects, and a specified project in Riverside County. Current law, until January 1, 2017, authorizes certain transportation agencies to enter into comprehensive development lease agreements for public-private partnership transportation projects. This bill, with respect to projects on the state highway system undertaken pursuant to these provisions, would require the Department of Transportation to use department employees or consultants under contract with the department to perform all project development services and preparation of documents and construction inspection services, as defined. This bill contains other related provisions and other	SENATE INACTIVE FILE	Watch	Would overturn the Doyle Drive, P3 court holding.

		current laws.			
AB 340 Amended 9/7/2011	**Furutani D** (Dist 55)	**Public employees' retirement.** Would declare the intent of the Legislature to convene a conference committee to craft responsible, comprehensive legislation to reform state and local pension systems in a manner that reflects both the legitimate needs of public employees and the fiscal circumstances of state and local governments.	ASSEMBLY CONFERENCE COMMITTEE 2/28/2012 9:30 a.m. — State Capitol, Room 4203 ASSEMBLY PUBLIC EMPLOYMENT AND RETIREMENT CONFERENCE COMMITTEE, Furutani Negrete Mcleod, Chairs2/23/2012 #9 ASSEMBLY IN CONFERENCE2/23/2012 #60 SENATE IN CONFERENCE (ASSEMBLY BILLS)		
AB 441 Amended 1/23/2012	**Monning D** (Dist 27)	**State planning.** Would require that the California Transportation Commission, by no later than 2014, include voluntary health and health equity factors, strategies, goals, and objectives in the guidelines promulgated by the commission for the preparation of regional transportation plans.	SENATE T. & H.	Watch	Add health consideration s to CTC guidelines for RTP.
AB 845 Amended 5/10/2011	**Ma D** (Dist 12)	**Transportation: bond funds.** Would require the guidelines adopted by the California Transportation Commission to determine the funding share for each eligible commuter and urban rail recipient to use the distribution factors gathered from the 2007 Data Tables of the National Transit Database of the Federal Transit Administration. The bill would require the commission to accept from each eligible recipient a priority list of projects up to the target amount expected to be available for the recipient and would require matching funds provided by the recipient to be from nonstate funds. The bill would define "nonstate matching funds" for purposes of these bond fund allocations to mean local, federal, and private funds, as well as state funds available to an eligible recipient that are not subject to allocation by the commission.	SENATE INACTIVE FILE	Watch	Codifies CTC guidelines for Prop 1A Program.
AB 890 Amended 1/13/2012	**Olsen R** (Dist 25)	**Environment: CEQA exemption: roadway improvement.** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to	SENATE E.Q.	Watch	Provides limited exemption from CEQA

		prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would , until January 1, 2026, exempt a project or an activity to repair, maintain, or make minor alterations to an current roadway if the project or activity is initiated by a city or county to improve public safety, does not cross a waterway, and involves negligible or no expansion of current use . This bill contains other current laws.			for local road projects.
AB 893 Amended 5/31/2011	**V. Manuel Pérez D** (Dist 80)	**State government: California infrastructure and economic development bank.** (1) Current law establishes the California Infrastructure and Economic Development Bank Fund in the State Treasury, and requires that moneys in that fund are only used for specified purposes. This bill would require the bank to provide technical support to small and rural communities in the state in obtaining financing for local infrastructure projects. This bill contains other related provisions and other current laws.	SENATE 2 YEAR	Watch	Requires the I-bank to provide technical assistance to small communities.
AB 1092 Introduced 2/18/2011	**Lowenthal, Bonnie D** (Dist 54)	**High-speed rail.** Would require the High-Speed Rail Authority to report bianually to the Legislature beginning March 1, 2012, on the status of the high-speed rail project, including overall progress, the project budget, expenditures to date, a comparison of the current and project work schedule and the baseline schedule contained in the 2009 business plan, project milestones, and other related issues.	SENATE 2 YEAR	Watch	Imposes project status report requirements on HSRA.
AB 1099 Amended 7/12/2011	**Lowenthal, Bonnie D** (Dist 54)	**Commercial motor vehicles: emissions standards.** Would require the Department of Motor Vehicles to refuse registration for any commercial motor vehicle subject to registration that is of a 1996 or older model year with a gross vehicle weight rating of more than 26,000 pounds, except for any construction truck that is subject to an extension pursuant regulations adopted by the board as determined by the department. This bill contains other related provisions.	SENATE 2 YEAR	Watch	Prohibits registration of commercial vehicles for model years 1996 and older.
AB 1444 Introduced	**Feuer D** (Dist 42)	**Environmental quality: expedited judicial review: public rail transit projects.** Would state the intent of the Legislature to enact	ASSEMBLY PRINT		Spot bill to provide transit CEQA

1/4/2012		legislation to provide the benefits provided by the Jobs and Economic Improvement Through Environmental Leadership Act of 2011 for new public rail transit infrastructure projects.			relief.
AB 1455 Amended 2/9/2012	Harkey R (Dist 73)	**High-speed rail.** Would reduce the amount of general obligation debt authorized for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century to the amount contracted as of January 1, 2013.	ASSEMBLY TRANS.		
AB 1532 Introduced 1/23/2012	John A. Pérez D (Dist 46)	**California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Account.** Would create the Greenhouse Gas Reduction Account within the Air Pollution Control Fund. The bill would require moneys, as specified, collected pursuant to a market-based compliance mechanism be deposited in this account. The bill also would require those moneys, upon appropriation by the Legislature, be used for purposes of carrying out the California Global Warming Solutions Act of 2006. The bill would require the state board to award those moneys to measures and programs that meet specified criteria.	ASSEMBLY NAT. RES.		Spot bill to be used to develop allocation plan for CARB cap/trade auction money.
AB 1572 Introduced 2/1/2012	Fletcher R (Dist 75)	**Call Boxes.** Currently this bill only pertains to the County of San Diego. This bill would provide that the $1 fee may not be imposed or collected effective with the operative date of this bill until January 1, 2016. The bill would limit the reserves that may be held by the authority and would require the service authority to develop a plan relative to its long-term existence by January 1, 2016, to be submitted to the San Diego County City Selection Committee for approval. If the committee rejects the plan, the bill would provide for the authority to be dissolved and for the San Diego Association of Governments (SANDAG) to become the successor authority and to assume remaining responsibility for maintaining call boxes. The bill would also require the service authority to cease marketing activities for the 511 program, and to contract with SANDAG in that regard, until a plan is approved.		Watch	
AB 1574 Introduced 2/1/2012	Galgiani D (Dist 17)	**High-speed rail.** Would repeal all of the provisions of the California High-Speed Rail Act. The bill would enact a new California High-Speed Rail Act. The bill would continue the High-Speed Rail Authority in existence with limited responsibilities and would place the authority within the Business, Transportation and Housing Agency. The 5 members of the authority appointed by the Governor would be subject to Senate	ASSEMBLY TRANS.		Re-establishes the HSRA within BT&H Agency.

		confirmation, but current members could continue to serve the remainder of their terms. The bill would authorize the authority to appoint an executive director, and would provide for the Governor to appoint up to 6 additional individuals exempt from civil service as authority staff. The bill would require the authority to adopt policies directing the development and implementation of high-speed rail, prepare and adopt a business plan and high-speed train capital program, establish a peer review group, select alignments for the routes of the high-speed train system established by law, adopt criteria for the award of franchises, and set fares or establish guidelines for the setting of fares. The bill would enact other related provisions.			
AB 1600 Introduced 2/6/2012	Torres D (Dist 61)	**Metro Gold Line Foothill Extension Construction Authority.** Current law creates the Metro Gold Line Foothill Extension Construction Authority for purposes relating to the development of a light rail project extending from the City of Los Angeles to the Cities of Pasadena and Claremont, and authorizes the authority to accept grants, fees, and allocations from the state, local agencies, and private entities. This bill would provide for the extension of the project to the City of Montclair, instead of the City of Claremont. The bill would authorize the authority to also accept grants, fees, and allocations from federal agencies, and to accept transfers of funds from federal, state, and local agencies. This bill contains other related provisions and other current laws.	ASSEMBLY L. GOV.		Places LA Metro in operational control of the Gold Line, including extensions within San Bernardino County.
AB 1645 Introduced 2/13/2012	Norby R (Dist 72)	**State highways: naming and designation by the Legislature.** Current law provides that the Department of Transportation shall have full possession and control of the state highway system. Current law, when the Legislature, by concurrent resolution, has designated names for certain districts and state highway bridges and requested the placement of name plaques, authorizes the department to expend reasonable sums on those plaques. This bill would transfer the authority for naming highways, bridges, pathways, and other transportation infrastructure from the Legislature to the California Transportation Commission.	ASSEMBLY PRINT		
AB 1655 Introduced 2/13/2012	Dickinson D (Dist 9)	**Public employees: rights.** Would, among other things, provide that state employees shall be entitled to priority over excluded employees or contractors in filling permanent, overtime, and on-call positions. This bill would also authorize the formation of peer review committees for professional staff to	ASSEMBLY PRINT	Watch	

		provide input regarding workplace operations. This bill contains other related provisions and other current laws.			
AB 1665 Introduced 2/14/2012	Galgiani D (Dist 17)	**California Environmental Quality Act: exemption: railroad crossings.** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would specify instead that the exemption for a railroad grade separation project is for the elimination of an current at-grade crossing. This bill contains other related provisions and other current laws.	ASSEMBLY PRINT		
AB 1770 Introduced 2/17/2012	Lowenthal, Bonnie D (Dist 54)	**California Transportation Financing Authority.** Would provide that a rail project may consist of, or include, rolling stock. This bill contains other related provisions and other current laws.			
Senate Bill #	**Author**	**Description**	**Status**	**Position**	**Comments**
SB 50 Amended 6/20/2011	Correa D (Dist 34)	**Lobbyist employers: gifts.** Would prohibit a lobbyist, lobbying firm, or lobbyist employer from giving to an elected state officer or a member of that officer's immediate family, and would prohibit an elected state officer from accepting from a lobbyist, lobbying firm, or lobbyist employer, certain gifts, including tickets to specified venues and events, spa treatments, recreational trips, and gift cards. However, under the bill, these prohibitions would not apply to a fundraising event for a bona fide charitable organization. This bill contains other related provisions and other current laws.	ASSEMBLY RLS.	Watch	Adds HSRA board to list of appointees subject to conflict of interest laws.
SB 475 Amended 6/20/2011	Wright D (Dist 25)	**Infrastructure financing.** Current law authorizes a governmental agency, as defined, to solicit proposals and enter into agreements with private entities for the design, construction, or reconstruction by, and lease to, private entities, for specified types of fee-producing infrastructure projects. Current law permits these agreements to provide for infrastructure facilities owned by a governmental	ASSEMBLY 2 YEAR	Watch	Updates local agency P3 law.

		entity, but constructed by a private entity, to be leased to or owned by that private entity for a period of up to 35 years, after which time the project would revert to the governmental agency. This bill would authorize a local governmental agency to enter into an agreement with a private entity for financing for specified types of revenue-generating infrastructure projects. The bill would require an agreement entered into under these provisions to include adequate financial resources to perform the agreement, and would additionally permit the agreements to lease or license to, or provide other permitted uses by, the private entity.			
SB 517 Amended 6/30/2011	**Lowenthal D** (Dist 27)	**High-Speed Rail Authority.** Would place the High-Speed Rail Authority within the Business, Transportation and Housing Agency. The bill would provide for the Secretary of Business, Transportation and Housing to serve on the authority as a nonvoting, ex officio member. The bill would require the secretary to propose an annual budget for the authority upon consultation with the authority. The bill would require the members of the authority appointed by the Governor to be appointed with the advice and consent of the Senate. The bill would provide for the members that are appointed to have specified background or experience, as specified. This bill contains other related provisions and other current laws.	ASSEMBLY 2 YEAR	Watch	Places HSRA within BT&H and imposes conflict of interest requirements on board.
SB 749 Amended 1/4/2012	**Steinberg D** (Dist 6)	**California Transportation Commission: guidelines.** Current law generally provides for programming and allocation of state and federal funds available for transportation capital improvement projects by the California Transportation Commission, pursuant to various requirements. Current law authorizes the commission, in certain cases, to adopt guidelines relative to its programming and allocation policies and procedures. This bill would establish specified procedures that the commission would be required to utilize when it adopts guidelines, except as specified, and would exempt the adoption of those guidelines from the requirements of the Administrative Procedure Act. This bill contains other current laws.	ASSEMBLY DESK	Watch	Formalizes CTC guidelines process.
SB 827 Amended 9/7/2011	**Simitian D** (Dist 11)	**Public employees' retirement.** Would declare the intent of the Legislature to convene a conference committee to craft responsible, comprehensive legislation to reform state and local pension systems in a manner that reflects both the legitimate needs of public employees and the fiscal circumstances of state and local governments.	SENATE CONFERENCE COMMITTEE 2/28/2012 9:30 a.m. — State Capitol, Room 4203 ASSEMBLY PUBLIC		

			EMPLOYMENT AND RETIREMENT CONFERENCE COMMITTEE, Furutani Negrete Mcleod, Chairs2/23/2012 #10 ASSEMBLY IN CONFERENCE2/23/2012 #59 SENATE IN CONFERENCE (SENATE BILLS)		
SB 907 Amended 5/3/2011	**Evans D** (Dist 2)	**Master Plan for Infrastructure Financing and Development Commission.** Would create the Master Plan for Infrastructure Financing and Development Commission, consisting of specified members, and would require the commission to prepare and submit a strategy and plan for infrastructure development in California that meets certain criteria to the Legislature and the Governor by December 1, 2013. This bill would provide that the commission would dissolve 30 days after submission of its final report. This bill would repeal these provisions upon the dissolution of the commission. The bill would provide that these provisions become operative only if the funds required to support the commission are appropriated and made available in the annual Budget Act.	ASSEMBLY 2 YEAR	Watch	Creates a commission to develop a master plan for state infrastructure.
SB 996 Introduced 2/6/2012	**Committee on Public Employment and Retirement**	**County Employees Retirement Law of 1937.** The County Employees Retirement Law of 1937 authorizes counties and districts, as defined, to provide a system of retirement benefits to their employees. Current law provides that all current officers and employees of the county become members of the retirement association on the day the retirement system becomes operative, and thereafter each person entering the county employ becomes a member on the first day of the calendar month after the person's entrance into the service, unless otherwise provided by regulations adopted by the board. This bill would make technical, nonsubstantive changes to those provisions.	SENATE RLS.		Spot bill for pension reform.
SB 997 Introduced 2/6/2012	**Strickland R** (Dist 19)	**Environmental quality: environmental leadership development project.** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or	SENATE RLS.		Spot bill for CEQA reform.

		approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would make technical, nonsubstantive changes to that provision. This bill contains other current laws.			
SB 1002 Introduced 2/6/2012	**Yee D** (Dist 8)	**Public records: electronic format.** Would authorize an agency, when requested by a person, to provide an electronic record in a format in which the text in the electronic record is searchable by commonly used software. The bill would require the requester to bear the cost of converting the electronic record into a searchable format. This bill contains other related provisions and other current laws.	SENATE JUD.	Watch	Requires all public agencies to provide electronic records in searchable formats.
SB 1003 Introduced 2/6/2012	**Yee D** (Dist 8)	**Local government: open meetings.** Current law, the Ralph M. Brown Act, requires each legislative body of a local agency to provide the time and place for holding regular meetings and requires that all meetings of a legislative body be open and public and all persons be permitted to attend unless a closed session is authorized. Current law authorizes the district attorney or any interested person to file an action by mandamus, injunction, or declaratory relief to, among other things, determine the applicability of the act to actions or threatened future action of the legislative body. This bill would additionally authorize the district attorney or any interested person to file an action to determine the applicability of the act to past actions of the legislative body. This bill contains other related provisions.	SENATE G. & F.		Provides authority for DA or others to review past actions by legislative bodies for Brown Act compliance.
SB 1117 Introduced 2/17/2012	**DeSaulnier D** (Dist 7)	**California Transportation Commission: passenger rail planning.** Current law requires the California Transportation Commission to submit an annual report to the Legislature summarizing the prior year' s transportation capital outlay appropriations and transportation issues facing the state. This bill would require the commission to also prepare a statewide passenger rail transportation plan.	SENATE PRINT		

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: 35

Date: March 7, 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.
BRD 1203a-ty
Attachment: BRD1203a1-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

BRD1203a-ty
Attachment: BRD1203a1-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

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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

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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

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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

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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

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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

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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: 36

Date: March 7, 2012

Subject: Announcement of vacancies on Southern California Association of Governments (SCAG) Policy Committees

Recommendation:* Note three vacancies on Southern California Association of Governments (SCAG) committees. There is one vacancy on the Community, Economic and Human Development Committee and two vacancies on the Energy and Environment Committee.

Background: This item provides a report to Board Members related to appointments and vacancies for Board Members to serve on various committees. SANBAG policies provide for the SANBAG President to make SANBAG appointments to represent SANBAG on some regional committees. All Presidential appointments are announced at the SANBAG Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of SANBAG committee membership and representation.

SANBAG has a total of seven subregional appointees to SCAG Policy Committees which are made by SANBAG Presidential appointment. Currently there are three vacancies to SCAG Policy Committees. There is one vacancy on the Community, Economic, and Human Development Committee that was formerly held by Mike Leonard, City of Hesperia and two vacancies on the Energy and Environment Committee that were held by Jeff Williams, City of Needles and Ed Scott, City of Rialto. The SCAG Committees meet in the morning of every first Thursday at the SCAG offices in Los Angeles.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1203a-dab

Any SANBAG Board Member who has an interest in serving in any of the committee positions should contact SANBAG President Larry McCallon or SANBAG staff.

Financial Impact: This item has no direct impact upon the adopted SANBAG budget.

Reviewed By: This item has received no prior committee review.

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

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: 37

Date: March 7, 2012

Subject: Interim Executive Director Employment Contract

Recommendation:* Approve Amendment No. 2 to Employment Contract No. 12088 with Interim Executive Director William T. Schuiling.

Background: On September 7, 2011, the SANBAG Board of Directors approved Employment Contract No. 12088 with William T. Schuiling to act as the Interim Executive Director for a period of 120 days from August 8, 2011, ending on December 8, 2011. On the same date, the Board of Directors approved a contract with Bob Murray and Associates to commence a search for a permanent Executive Director. Bob Murray and Associates received numerous applications for the position, and, as a result the time needed to complete the interviews of potential candidates required additional time. As a result of that process, on December 7, 2011, the Board of Director extended the Employment Contract with Mr. Schuiling for an additional 120 days, for a total of 240 days, ending on April 3, 2012.

A contract with a new Executive Director is being presented to the Board for approval on March 7, 2012. Even if approved by the Board on that date, it is anticipated that the new Executive Director will not report for work at SANBAG until April 9, 2012. Therefore it will be necessary for SANBAG to have Mr. Schuiling continue in his role as the Interim Executive Director until the new Executive Director reports for duty, and it is also anticipated that Mr. Schuiling's

*

Approved
San Bernardino Associated Governments
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.
BRD1203a-lm
Attachment: C12088-2

knowledge and experience as Interim Executive Director will be of benefit to the new Executive Director as he assumes his new duties for SANBAG.

It is recommended that the Board of Directors extend the Employment Contract with Mr. Schuiling until May 4, 2012 so that he may continue to act in the capacity of Interim Executive Director and assist with the transition to the new Executive Director while also fulfilling his other duties to SANBAG.

Financial Impact: This action imposes no additional impact on the Fiscal Year 2011/2012 SANBAG budget as Mr. Schuiling's position as Director of Planning remained a budgeted position at the same time that Mr. Schuiling has been compensated as the Interim Executive Director.

Reviewed By: This item is scheduled for review by the Board of Directors on March 7, 2012 and has not had prior policy committee review.

Responsible Staff: Mayor Larry McCallon, SANBAG President

BRD1203a-lm
Attachment: C12088-2

AMENDMENT NO. 2 TO
EMPLOYMENT CONTRACT NO. 12088

INTERIM EXECUTIVE DIRECTOR
EMPLOYMENT CONTRACT

This AMENDMENT No. 2 to EMPLOYMENT CONTRACT No. 12088 is entered into as of March 7, 2012 between San Bernardino Associated Governments, a Joint Powers Authority, acting in its capacities as a Joint Powers Authority, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority and Service Authority for Freeway Emergencies, hereinafter "SANBAG" or "Employer" and William T. Schuiling, hereinafter "Employee."

RECITALS

WHEREAS, SANBAG and Employee entered into Employment Contract No. 12088 ("Contract"), as approved by the SANBAG Board of Directors on September 7, 2011, and as amended on December 7, 2011, whereby SANBAG secured the services of Employee as the Interim Executive Director as set forth therein; and

WHEREAS, the parties hereto desire to further amend the aforesaid Employment Contract to extend the term; and

NOW THEREFORE, the parties do mutually agree to amend Employment Contract No. 12088 as follows:

1. Replace in its entirety Section 1. TERM, to read as follows:

   "The term of this Agreement shall be for 270 days commencing on August 8, 2011, subject to the early termination provisions as provide in Section 9. As provided in the Joint Powers Authority and SANBAG's Personnel Rules, Employee serves as Interim Executive Director at the pleasure of SANBAG's Board of Directors."

2. Except as amended by this Amendment No. 2, all other provisions of Employment Contract No. 12088 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the day and year below written, but effective as of the day and year first set forth above.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Larry McCallon, President

By: _____
William T. Schuiling

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Penny Alexander-Kelley
SANBAG Counsel

Date: _____

C12088-2

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: 38

Date: March 7, 2012

Subject: Executive Director Employment Contract

Recommendation:* Approve Employment Contract with New Executive Director.

Background: On September 7, 2011, the SANBAG Board of Directors approved a contract with Bob Murray and Associates to commence a search for a permanent Executive Director. On that same date, the SANBAG President named a Selection Committee to assist in the review of potential candidates for the position. Bob Murray and Associates received numerous applications for the position, and, as a result, the time needed to complete the interviews of potential candidates has taken slightly more time than originally anticipated. As a result of that process, on February 1, 2012, the Board of Directors considered the recommendations of the Selection Committee and Bob Murray and Associates and authorized the SANBAG President as the labor negotiator to negotiate a contract with the selected candidate.

Financial Impact: This action imposes no additional impact on the Fiscal Year 2011/2012 SANBAG budget as the position of Executive Director remains a budgeted position.

Reviewed By: This item is scheduled for review by the Board of Directors on March 7, 2012 and has not had prior policy committee review.

Responsible Staff: Mayor Larry McCallon, SANBAG President

*

Approved
San Bernardino Associated Governments
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.

BRD1203B-LM

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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: 39

Date: March 7, 2012

Subject: General Counsel Employment Contract

Recommendation:* Approve Employment Contract with SANBAG General Counsel.

Background: On September 7, 2011, the SANBAG Board of Directors approved a contract with Bob Murray and Associates to commence a search for in-house General Counsel for SANBAG to replace the legal services historically provided by the Office of County Counsel. On that same date, the SANBAG President named a Selection Committee to assist in the review of potential candidates for the position. Bob Murray and Associates received numerous applications for the position and interviews were held in December.

As a result of that process, on February 14, 2012, the Administrative Committee considered the recommendation of the Selection Committee and Bob Murray and Associates and authorized the SANBAG President as the labor negotiator to negotiate a contract with the selected candidate.

Financial Impact: This action imposes no additional impact on the Fiscal Year 2011/2012 SANBAG budget for compensation of the General Counsel as this position will replace the monthly billings from County Counsel.

Reviewed By: This item is scheduled for review by the Board of Directors on March 7, 2012 and has not had prior policy committee review.

Responsible Staff: Mayor Larry McCallon, SANBAG President

*

Approved
San Bernardino Associated Governments
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.

BRD1203C-VW

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: 40

Date: March 7, 2012

Subject: Resolution No. 12-008, Issuance of the 2012 Sales Tax Revenue Bond and Designating the Underwriter and Printer

Recommendation:*

1. Approve Resolution authorizing the issuance and sale of not to exceed $125,000,000 aggregate principal amount of San Bernardino County Transportation Authority sales tax revenue bonds (limited tax bonds), the execution and delivery of an indenture, supplemental indenture, escrow agreement, amendment to state transactions and use tax agreement, purchase contract, official statement and continuing disclosure agreement and the taking of all other actions necessary in connection therewith;
2. Designate Barclays Capital, as Senior Manager, and Bank of America, Goldman Sachs, Citi and De La Rosa & Co. as Co-Managers for bond underwriting services; and
3. Designate Financial Printer Resource, Inc. for printing services.

Background: In 2004, San Bernardino County voters approved the extension of the Measure I sales tax (Measure I 2010-2040). Ordinance 04-01 authorizes the allocation of revenue to the Valley and Mountain-Desert areas and establishes the expenditure plan. SANBAG recently completed a 10-Year Delivery Plan to identify lists of projects to be delivered over the next 10 years and financing scenarios. The delivery plan is the basis identifying bonding needs.

*

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.
BRD1203c-ws
Attachment: RES12-008-ws

The 2009 Sales Tax Revenue Notes were issued in May 2009 to keep the I-215 corridor project on schedule and provide temporary funding for certain Measure I 2020-2040 projects. A portion of the sales tax revenue note proceeds were used to purchase a special issuance of State General Obligation Bonds titled Private Investment Bonds (PIBs). In purchasing the PIBs, an agreement was entered into that specified that the proceeds of the PIBs were to be expended on the I-215 project. The State repaid SANBAG's investment in the PIBs in November 2011.

The 2012 Sales Tax Revenue Bond will refinance the balance of the 2009 Sales Tax Revenue Note, reimburse the Authority for certain prior expenditures on Measure I programs, and provide new money for projects to be undertaken in the next few years. Projects are identified in the Cajon Pass, Valley and Mountain/Desert Measure I 2010-2040 expenditure plan. The 2012 bond issuance will not exceed an aggregate principal amount of $125 million.

SANBAG staff and the designated finance team (financial consultant, bond and disclosure counsel, and underwriter) are in the process of completing the Preliminary Official Statement and other bonding documents.

After this item was approved at the Major Projects, Administrative and Mountain Desert Committees, the "not to exceed" amount on Resolution No. 12-008 was decreased from $165,000,000 to $125,000,000. There were also some verbiage changes made for clarification purposes.

Financial Impact: The 2012 Sales Tax Revenue Bond will provide financing for projects identified in the Measure I 2010-2040 expenditure plan.

Reviewed By: This item was unanimously recommended for approval by the Major Projects Committee on February 9, 2012, the Administrative Committee on February 15, 2012, and the Mountain/Desert Committee on February 17, 2012 (9-0-1/abstained: Derry).

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1203c-ws
Attachment: RES12-008-ws

RESOLUTION NO. 12-008

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $125,000,000 AGGREGATE PRINCIPAL AMOUNT OF SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY SALES TAX REVENUE BONDS (LIMITED TAX BONDS), THE EXECUTION AND DELIVERY OF AN INDENTURE, SUPPLEMENTAL INDENTURE, ESCROW AGREEMENT, AMENDMENT TO STATE TRANSACTIONS AND USE TAX AGREEMENT, PURCHASE CONTRACT, OFFICIAL STATEMENT AND CONTINUING DISCLOSURE AGREEMENT AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH

WHEREAS, the San Bernardino County Transportation Authority (the "Authority") is a public instrumentality duly established and existing pursuant to the Local Transportation Authority and Improvement Act (the "Act"), being Division 19 of the Public Utilities Code of the State of California (Section 180000 *et seq.*) and is authorized pursuant to the Act to, among other things, and with voter approval, levy a retail transactions and use tax in accordance with the provisions of Chapter 5 of the Act (Section 180200 *et seq.*) and Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code (the "Sales Tax Law");

WHEREAS, the Authority adopted Ordinance No. 89-1, named the "Transportation Expenditure Plan and Retail Transactions and Use Tax Ordinance" (as further amended and supplemented, "Ordinance No. 89-1"), on August 2, 1989, pursuant to the provisions of the Act, which Ordinance No. 89-1 provided for the imposition of a retail transactions and use tax (the "Sales Tax") applicable in the incorporated and unincorporated territory of the County of San Bernardino (the "County") in accordance with Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed twenty (20) years;

WHEREAS, by its terms, Ordinance No. 89-1 became effective at the close of the polls on November 7, 1989, the day of the election at which the proposition imposing the Sales Tax was approved by a majority vote of the electors voting on the measure, and the collection of the Sales Tax commenced on April 1, 1990;

WHEREAS, the Authority adopted Ordinance No. 04-01, named "An Ordinance Providing for the Continuation of a One-Half of One Percent Retail Transactions and Use Tax by the San Bernardino County Transportation Authority for Local Transportation Purposes and the Transportation Expenditure Plan" (the "Ordinance") on June 2, 2004, pursuant to the provisions of the Act, which Ordinance provides for the continued imposition of the Sales Tax applicable in the incorporated and unincorporated territory of the County in accordance with the provisions of Chapter 5 of the Act and the Sales Tax Law at the rate of one-half of one percent (1/2%) for a period not to exceed thirty (30) years beginning April 1, 2010;

WHEREAS, the Ordinance became effective at the close of the polls on November 2, 2004, the day of the election at which the proposition providing for the continued imposition of the Sales Tax was approved by more than two-thirds of the electors voting on the measure;

WHEREAS, the Authority is authorized by the Act, the Ordinance and Article 10 and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Section 53570 *et seq.*) (the "Refunding Bond Law") to issue from time to time limited tax bonds authorized by voters concurrently with the approval of the Sales Tax, secured and payable in whole or in part from revenues of the Sales Tax ("Sales Tax Revenues") in an aggregate principal amount at any one time outstanding of not to exceed the estimated proceeds of the Sales Tax, as determined by the San Bernardino County Transportation Authority Expenditure Plan adopted as part of the Ordinance (including any subsequent amendments thereto, the "Expenditure Plan"), for capital outlay expenditures for transportation purposes as set forth in the Ordinance, including to carry out the transportation projects described in the Expenditure Plan;

WHEREAS, the Authority has previously issued its Sales Tax Revenue Notes (Limited Tax Bonds), 2009 Series A (the "Prior Notes"), pursuant to an Indenture, dated as of May 1, 2009, and a First Supplemental Indenture, dated as of May 1, 2009 (together, the "Prior Indenture"), each by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee;

WHEREAS, the Prior Notes are currently outstanding in the aggregate principal amount of $250,000,000;

WHEREAS, the Authority has previously authorized the issuance of one or more additional series or subseries of bonds in an aggregate principal amount sufficient to pay principal and interest due upon maturity of the outstanding Prior Notes;

WHEREAS, the Authority wishes to reaffirm its prior authorization to refund and defease the Prior Notes and to authorize, in connection therewith, an escrow agreement ("the Escrow Agreement") between the Authority and The Bank of New York Mellon Trust Company, N.A., as escrow agent, and the discharge of the Prior Indenture pursuant to its terms and to provide for the transfer of project fund deposits to fund projects in the Expenditure Plan, the total estimated cost of which is one hundred twenty-five million dollars ($125,000,000);

WHEREAS, the Authority hereby determines that one or more new series or subseries of bonds, in an aggregate principal amount not to exceed one hundred twenty-five million dollars ($125,000,000) is necessary for the following purposes: (i) to refund, in conjunction with the application of other available moneys, the Prior Notes, (ii) to fund a reserve fund, if any, for such bonds, and (iii) to pay costs of issuance incurred in connection with such bonds, and the Authority has determined that such bonds in an amount not to exceed such principal amount shall be issued, secured by a lien on the Sales Tax Revenues collected pursuant to the Ordinance, and to be designated, subject to additional series and subseries designations, as the "San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds)" (the "Bonds");

WHEREAS, the Authority has appointed Montague, DeRose & Associates as financial advisor to the Authority (the "Financial Advisor"), and has retained Orrick, Herrington & Sutcliffe LLP as bond counsel and Nossaman LLP as disclosure counsel to the Authority;

WHEREAS, the Authority hereby further determines that the Bonds shall be issued pursuant to a new indenture (the "Indenture"), as it may be amended and supplemented pursuant to its terms, including as amended and supplemented by a First Supplemental Indenture thereto (the "Supplemental Indenture"), which Indenture and Supplemental Indenture are proposed to be entered into by the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee");

WHEREAS, the Authority has determined that, in connection with the issuance of the Bonds pursuant to the Indenture, it will be necessary to amend that certain Amended and Restated Agreement for State Administration of District Transactions and Use Taxes, dated January 13, 2010 (the "State Transactions and Use Tax Agreement"), by and between the Authority and the California State Board of Equalization, providing for certain rights, duties and procedures relating to the collection, administration and allocation of the Sales Tax;

WHEREAS, in order to set forth the terms of sale of the Bonds, the Authority proposes to enter into a bond purchase agreement (the "Purchase Contract") with Barclays Capital Inc., as representative of the underwriters (the "Purchaser"), and in order to provide information about the Bonds and related matters to purchasers and potential purchasers of the Bonds, the Authority proposes to execute and deliver an official statement (the "Official Statement");

WHEREAS, the Authority has been presented with proposed forms of the Indenture, the Supplemental Indenture, the Purchase Contract, a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), the Escrow Agreement, a First Amendment to the State Transactions and Use Tax Agreement (the "First Amendment") and the Official Statement in preliminary form (the "Preliminary Official Statement") relating to the financing described herein (the "Financing"), and the Authority has examined and approved each document and desires to authorize and direct the execution of such documents as are specified herein and such other documents as are necessary in connection with the Financing and to authorize and direct the consummation of the Financing; and

WHEREAS, all acts, conditions and things required by the Act, the Sales Tax Law, the Refunding Bond Law, the Ordinance and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the Financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize such Financing and to authorize the execution of the Indenture, the Supplemental Indenture, the Purchase Contract, the Escrow Agreement, the Official Statement and the Continuing Disclosure Agreement for the purposes, in the manner and upon the terms provided;

NOW THEREFORE, BE IT RESOLVED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY as follows:

Section 1. The Authority finds and determines that the foregoing recitals are true and correct.

Section 2. The issuance by the Authority of not to exceed $125,000,000 aggregate principal amount of San Bernardino County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), in accordance with the provisions set forth in the Indenture and Supplemental Indenture, in one or more series or subseries and subject to additional series and subseries designations, as appropriate, is hereby authorized and approved.

Section 3. The proposed forms of Indenture and Supplemental Indenture presented to this meeting and the terms and conditions thereof are hereby approved. The structure, date, maturity date or dates (not to exceed March 1, 2040), fixed interest rate or rates (such rates not to exceed a maximum of 6.50% per annum) or methods of determining the same, principal and interest payment dates, forms, registration and conversion and exchange privileges, if any, place or places of payment, terms of redemption, mandatory purchase, authorized denominations of $5,000 or integral multiples thereof, series and sub-series designations, form of bonds and other terms of the Bonds shall be (subject to the foregoing limitations) as provided in the Indenture and the Supplemental Indenture as finally executed and delivered.

The Executive Director of the Authority (the "Executive Director") and the Chief Financial Officer of the Authority (the "Chief Financial Officer" and, together with the Executive Director, referred to herein as an "Authorized Officer") are singly hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Indenture and Supplemental Indenture, in substantially said forms, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The proposed form of Purchase Contract presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, (i) to sell the Bonds pursuant to the Purchase Contract to the Purchaser designated by the Authorized Officer, and (ii) to execute and deliver a Purchase Contract, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that the Purchaser's compensation set forth therein shall not to exceed 0.50% of the principal amount of the Bonds and the true interest cost ("TIC") to the Authority of the Bonds shall not exceed 6.50%.

Section 5. The proposed form of Escrow Agreement presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Escrow Agreement, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The proposed form of First Amendment presented to this meeting and the terms and conditions thereof are hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the First Amendment, in substantially said form, with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 7. The proposed form of Preliminary Official Statement presented to this meeting is hereby approved, and an Authorized Officer is hereby authorized and directed, as applicable, to append the Authority's Basic Financial Statements, upon their approval by the Authority, to such Preliminary Official Statement. An Authorized Officer is hereby authorized and directed to execute and deliver to the Purchaser a certificate deeming the Preliminary Official Statement, in substantially the form presented to this meeting and with such changes as the Authorized Officer approves in the interest of the Authority, final within the meaning of Securities Exchange Authority Rule 15c2-12. The Purchaser is hereby authorized to distribute the Preliminary Official Statement in the form so deemed final by the Authorized Officer. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver a final Official Statement, in substantially said form, including, as applicable, the Authority's Basic Financial Statements appended thereto by an Authorized Officer, and with such changes therein as the officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The proposed form of Continuing Disclosure Agreement presented to this meeting is hereby approved. An Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Continuing Disclosure Agreement, in substantially said form, with such changes therein as such officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 9. An Authorized Officer is hereby authorized to negotiate with financial institutions and/or insurance companies, as applicable, a surety bond or an insurance policy, and, if the Authorized Officer, with the advice of the Financial Advisor, determines that doing so is in the best interest of the Authority, to secure on such terms as the Authorized Officer, with the advice of the Financial Advisor, determines are appropriate such insurance policy or surety bond in order to secure payment of the principal of, or interest on, the Bonds or to fund any bond reserve fund established pursuant to the Indenture or the Supplemental Indenture.

Section 10. The Executive Director and the Chief Financial Officer are each hereby authorized to enter into or to instruct the Trustee to enter into one or more investment agreements (hereinafter collectively referred to as the "Investment Agreement") providing for the investment of moneys in any of the funds and accounts created under the Indenture or the Supplemental Indenture, on such terms as the Executive Director shall deem appropriate. Pursuant to Section 5922 of the California Government Code, the Board of Directors of the Authority (the "Board") hereby finds and determines that the Investment Agreement will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreement and is designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Bonds or enhance the relationship between risk and return with respect to investments.

Section 11. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, including, without limitation, any amendment of any of the documents authorized by this Resolution or in connection with the issuance of the Prior Notes or any other agreement related thereto, or any reserve facility, any investment of proceeds of the Bonds, or in connection with the addition, substitution or replacement of underwriters, or the defeasance or discharge of the Prior Notes, or any agreements with paying agents, escrow agents or verification agents, the removal or replacement of the Trustee or any similar action may be given or taken by an Authorized Representative (as such term is defined in the Indenture), without further authorization or direction by this Board, and each Authorized Representative is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or take other action and to execute such documents which such Authorized Representative or Director may deem necessary or desirable to further the purposes of this Resolution.

All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Bonds, which may be necessary or desirable in connection with any default under or amendment of such documents, settlements or revisions, may be taken or given by the Authorized Representative, without further authorization by this Board, and the Authorized Representative is hereby authorized and directed to give such consent, approval, notice, order or request and to take any such action which such officer may deem necessary or desirable to further the purposes of this Resolution and the transactions contemplated hereby.

Section 12. All actions heretofore taken by the officers and agents of the Authority with respect to the Financing and the issuance and sale of the Bonds are hereby ratified, confirmed and approved. If at the time of execution of any of the documents authorized herein, the Executive Director is unavailable, such documents may be executed by the Deputy Executive Director of the Authority or the Chief Financial Officer in lieu of the Executive Director. The Chief Financial Officer of the Authority shall act as the Auditor-Controller of the Authority for execution of the Bonds. The Clerk of the Board of the Authority is hereby authorized to attest to the execution by the Executive Director or the Deputy Executive Director or the Chief Financial Officer of any of such documents as said officers deem appropriate.

The proper officers, directors and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to adopt written procedures relating to its bonds and to do any and all things, attend rating agency presentations and take any and all actions and execute and deliver any and all agreements, certificates and documents, including, without limitation, signature certificates, certificates concerning the contents of the Official Statement and the representations and warranties in the Purchase Contract, any tax certificates or agreements, any agreements for depository or verification services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the Financing and the issuance and sale of the Bonds and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, this Resolution, the Bonds and the documents approved hereby.

Section 13. This Resolution shall take effect immediately upon its adoption and approval.

APPROVED AND ADOPTED by the San Bernardino County Transportation Authority at its meeting on March 7, 2012.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

CERTIFICATE OF THE CLERK OF THE BOARD OF THE
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

I, _____, Clerk of the Board of the San Bernardino County Transportation Authority (the "Authority"), hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a meeting of the governing board of said Authority duly and regularly held in San Bernardino, California, on March 7, 2012, of which meeting all of the members of said Authority had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in San Bernardino, California, freely accessible to the public and a brief general description of the resolution to be adopted at said meeting appeared on said agenda.

IN WITNESS WHEREOF, I have executed this certificate hereto as of this date, _____, 2012.

By_____
Clerk

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: 41

Date: March 7, 2012

Subject: Hunts Lane Grade Separation Project Easement

Recommendation:* Approve assignment of easements to SCE in the City of Colton within parcels APN 164-391-25, 164-391-01, and 164-391-24 based on attached grant of easement or equivalent instrument.

Background: SANBAG has been working with the Cities of Colton and San Bernardino as well as the utility companies on the Hunts Lane Grade Separation Project for a number of years. SANBAG has been working with SCE specifically over the last 3 years related to providing easements to accommodate their relocated transmission and distribution facilities. Over the last several months, several new requirements have surfaced which have required some additional right of way actions.

The relocation of SCE facilities needs to commence as soon as possible so the relocation is complete by May 31, 2012. SCE does not allow the shutdown of their transmission lines during the hot summer months, therefore construction of the SCE facilities needs to be completed by the end of May. Since this work will take 3-4 months to complete, it is imperative that SCE start field construction work immediately. SCE is working with SANBAG to proceed on their relocation work with the understanding that SANBAG will expedite the approval of the required documents.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203f-das
Attachment: BRD1203f1-das

As part of ongoing discussions with SCE, an easement will need to be assigned directly to SCE within three parcels currently owned by the Commission in fee. These parcels were acquired by SANBAG for the Hunts Lane Grade Separation project and will be deeded over to the City of Colton upon completion of construction by prior agreement. In order to begin its relocation work, SCE has requested they be granted an easement on these parcels now so they have specified rights within this area. Staff and Counsel are currently working with SCE staff to work out the final language for these easements but it will be in substantial conformance to the attached document. To facilitate a tight delivery schedule, staff recommends approval of this item. The request to go directly to Board discussion without prior committee approval was unanimously approved at the February 2012 Major Projects Committee.

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: This item will be reviewed by the SANBAG Board on March 7, 2012. The SANBAG Major Projects Committee approved taking this item directly to Board at its February 9, 2012 meeting. SANBAG Legal Counsel has reviewed and approved the document as to form and will confirm approval of the final document prior to Board President signature.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203f-das
Attachment: BRD1203f1-das

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
14799 CHESTNUT STREET
WESTMINSTER, CA. 92863-5240

ATTN: TITLE & REAL ESTATE SERVICES

OVERHEAD CROSS COUNTRY

TL66KV & TL115KV

RW 201/111A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

Location:
A.P.N.:
RP FILE:

DOCUMENTARY TRANSFER TAX $ _____	SER. A[illegible] J.O.
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE _____ SO. CALIF. EDISON CO.	Approved Corporate Real Estate Department
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	BY DATE

SAMPLE

_____, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across **a strip of land** _____ (xx.xx) **feet wide,** hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of _____, State of California, described as follows:

INSERT DESCRIPTION OF GRANTOR'S PROPERTY

The said right of way strip is described as follows:

DESCRIPTION OF RIGHT OF WAY STRIP

Optional Clause

Grantor also hereby grants to Grantee, its successors and assigns, an easement to construct, use, maintain, alter, add to, repair, replace, inspect, and or remove, at any time and from time to time, **[9-stub poles,**]guy wires, anchors and other appurtenant fixtures and/or equipment needed for anchorage purposes, hereinafter also referred to as "systems," in, under, on, over, along land across **10]**_____ strip**[s]** of land, described as follows:

DESCRIPTION OF ANCHOR STRIP(S)]

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantee shall have the right to construct roads, use existing roads and make such additions thereto, on lands of Grantor within and/or adjoining said right of way strip, as shall be necessary or convenient to Grantee's access to and use of its right of way strip located on the lands of the Grantor or on lands of others,

Grant of Easement
_____ to
S.C.E. Co., a corp.
Serial No. 11)_____
RP File No.

and the right to use all necessary and convenient means of ingress to and egress from said right of way strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the opinion of Grantee, will provide Grantee with access to said right of way strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said right of way strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

Grantor reserves for Grantor and Grantor's successors and assigns, across (but not longitudinally along) said right of way strip, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said right of way strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

EXECUTED this _____ day of _____, 20____.

By_____

By_____

State of California)
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.

SAMPLE

Grant of Easement

_____ to
S.C.E.Co., a corp.
Serial No. 11)_____
RP File No.

Signature _____

State of California)

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 _____

SAMPLE

EXHIBIT "A"

IN THE CITY OF COLTON, STATE OF CALIFORNIA, BEING A STRIP OF LAND 24.73 FEET WIDE, LYING WITHIN LOTS 1, 24 AND 25 OF TRACT 10307, FILED IN BOOK 147 OF MAPS, PAGES 70-72 INCLUSIVE, OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LOCATED WITHIN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, LYING 15.00 FEET ON THE WEST SIDE AND 9.73 FEET ON THE EAST SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 25;

THENCE SOUTH 89°41'05" WEST, ALONG THE NORTH LINE OF SAID LOT 25, A DISTANCE OF 9.73 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE LEAVING SAID NORTH LINE, SOUTH 00°27'30" EAST, PARALLEL WITH THE CENTERLINE LINE OF HUNTS LANE, 54.00 FOOT HALF-WIDTH, AS SHOWN ON SAID TRACT 10307, A DISTANCE OF 260.47 FEET TO AN ANGLE POINT IN SAID CENTERLINE;

THENCE SOUTH 42°37'30" EAST, ON A DEFLECTION ANGLE OF 42°10'00" LEFT, A DISTANCE OF 14.49 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, ALSO BEING THE WEST LINE OF SAID HUNTS LANE, AND THE **POINT OF TERMINATION.**

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON THE NORTH LINE OF SAID LOT 25 AND THE EAST LINE OF SAID LOT 1.

CONTAINING 6922 SQ. FT., MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CENTERLINE OF HUNTS LANE BEING NORTH 00°27'30" WEST AS SHOWN ON SAID TRACT 10307.

John C. Dodrill 2/9/13

JOHN C. DODRILL
PLS: 7806

DEPUTY COUNTY SURVEYOR
EXP.: 12-31-13

PROFESSIONAL LAND SURVEYOR
JOHN C. DODRILL
PLS No. 7806
Exp. 12-31-13
STATE OF CALIFORNIA

EXHIBIT 'B'

PROFESSIONAL LAND SURVEYOR
JOHN C. DOORILL
PLS No. 7806
Exp. 12-31-13
STATE OF CALIFORNIA

John C Doorill 2/9/12

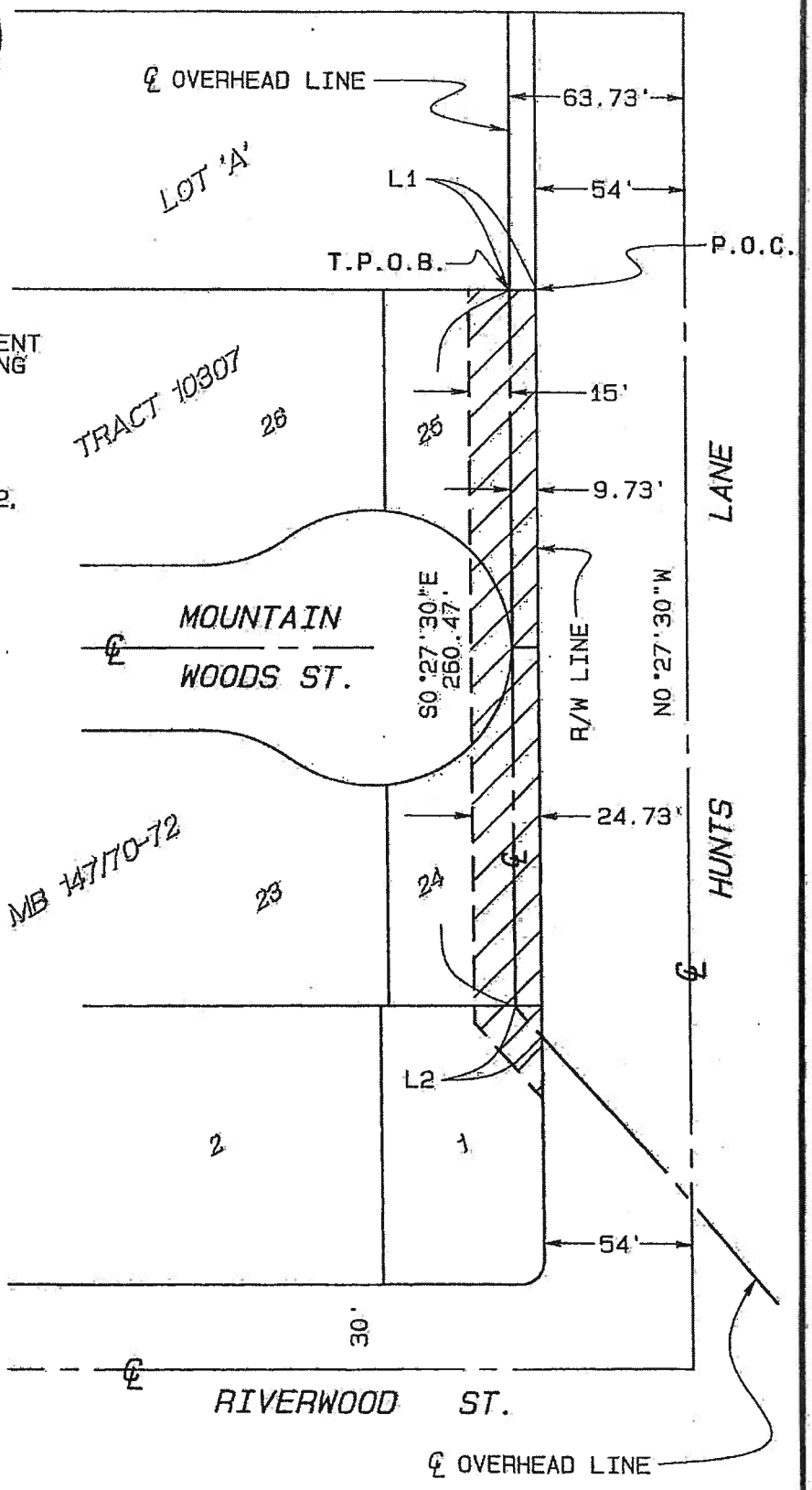
LEGEND

P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = POINT OF BEGINNING

= AREA OF EASEMENT

BASIS OF BEARINGS IS THE CENTERLINE OF HUNTS LANE PER TRACT 10307 MB 147/70-72, BEING N0°27'30"W

LINE	BEARING	DIST.
1	S89°41'05"W	9.73'
2	S42°37'30"E	14.49'



1" = 60'

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: 42

Date: March 7, 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 $14,213,969.00 followed by USS Cal Builders, Griffith Company, Sully Miller, Steve P. Rados, Inc., Powell Constructors, Inc., and Riverside

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1203b-mb
Attachment: C11184

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 SANBAG 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

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

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**

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: 3/7/12

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**
3/7/12	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. 0870

☐ 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 ~~8%~~ 0% ☒ Underutilized DBE (UDBE) Goal ~~NA~~ 6% % LB

Task Manager Signature	2/24/12 Date	Project Manager Signature	2/24/12 Date
Chief Financial Officer Signature	2/24/12 Date	Contracts Manager Signature	Date

MM 2/24/12

C11184

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 <u>EEO Officer:</u> 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 <u>Dissemination of Policy:</u> 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: 01 - 24 - 12

Licensed in accordance with an act providing for registration of contractors.

140069 - 5/31/2012
License Number

95-1751673
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: 43

Date: March 7, 2012

Subject: Interstate 15 (I-15) Corridor Project

Recommendation:*

1. Award Contract No. C11081 to Parsons Brinckerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed $863,000.

2. Approve a contingency amount of $86,300 and authorize the Executive Director, or designee to release contingency as required for the project.

3. Approve Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed $102,500.

Background: These recommendations concern SANBAG's on-going analysis of toll feasibility on the I-15 Freeway in San Bernardino County. In 2008 the SANBAG Board of Directors approved an agreement with Riverside County Transportation Commission (RCTC) to utilize their team of Alternative Project Financing consultants to conduct a preliminary analysis to consider toll feasibility on mainline freeways within San Bernardino County. In September 2008 the Board approved the findings of the screening analysis that determined segments of the I-

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1203a-cc
Attachments: C11081 and C12198

10, I-15, and SR-210 are viable as High Occupancy Toll (HOT) lane facilities. With these results, a preliminary traffic and revenue study was conducted for the I-10 and I-15 corridors. On October 6, 2010 the Board directed staff to proceed with the procurement of Architectural & Engineering services required to conduct an advanced traffic and revenue toll feasibility study and an advanced financial toll feasibility study. As a result, in August 2011 the Board of Directors awarded two new contracts for these advanced studies. The consultants performing this work are Wilbur Smith Associates (WSA) and Public Financial Management (PFM). The completion of these advanced studies and the PSR-PDS is the next step in obtaining the information required to enable the SANBAG Board of Directors to make an informed decision on whether to pursue High Occupancy Toll (HOT) lanes on the I-15 corridor. The PSR/PDS is a Caltrans Project Initiation Document (PID) and serves to document the project development work for the HOT lane alternative on the I-15 Corridor. An additional task will include re-evaluating the preliminary toll feasibility results on I-15 between United States 395 (US 395) and the proposed High Desert Corridor (HDC).

For the I-15 Corridor PSR/PDS two new contracts are needed:

1. Contract, No. C11081 with Parsons Brinckerhoff will be administered by SANBAG and will result in the completion of the I-15 Corridor PSR/PDS. Tasks include refining the conceptual engineering plans, performing field investigation studies, developing project cost estimates, performing preliminary environmental studies, completing the PSR-PDS for the I-15 corridor, and coordinating with SANBAG's contracted Traffic and Revenue and Financial Toll Feasibility consultants WSA and PFM.

2. Cooperative Agreement C12198 with the State will allow Caltrans to perform review and approval of the I-15 PSR-PDS in an amount not to exceed $102,500.

Recommendations 1 and 2: This is a new contract. On August 3, 2011, the SANBAG Board of Directors authorized the release of Request for Proposals (RFP) 11081 for the I-15 Preliminary Engineering for Level Two Feasibility Studies and PSR-PDS. The RFP was then posted on SANBAG's Internet website. Outreach to the firms for these services included emailing the RFP to approximately 100 firms registered in SANBAG's vendor database. In addition, a pre-proposal conference was held on September 21, 2011 with approximately 40 people in attendance.

For this procurement, SANBAG utilized a two-step consultant evaluation process for the selection of the most qualified firm in accordance with SANBAG's Policy 11000, Contracting and Procurement Policy. On October 7, 2011, five (5) proposals were received. The five-member Evaluation Committee, which

consisted of representatives from SANBAG, Riverside County Transportation Authority (RCTC), and Caltrans evaluated and scored each proposal based on three main criteria: firm qualifications, personnel proposed, and project understanding. Based on the scores, the Evaluation Committee determined that they were all qualified to perform the work and selected all five firms for interviews. The shortlisted firms are (in alphabetical order):

1. AECOM
2. CH2M Hill
3. HNTB
4. Jacobs
5. Parsons Brinckerhoff

On October 25, 2011 interviews were conducted. The Evaluation Committee scored each firm on information provided in their presentation and their response to questions during the question and answer session. Based on the overall score, PB was unanimously scored as the highest ranked firm.

Each of the firms was well prepared and showed good experience. However PB demonstrated specific knowledge and examples of related toll studies, experience with national toll feasibility projects, a comprehensive understanding of the I-15 project, and exhibited leadership skills and confidence to successfully deliver the project. Information presented included critical techniques and expertise regarding a variety of toll methodologies, HOT lane geometrics, and specific examples that demonstrated a clear understanding of the I-15 project. In addition, each of PB's core technical leads demonstrated an extensive understanding of toll study issues within their respective disciplines and explained how their knowledge and experience would be utilized to successfully deliver the project. This was further verified in the question and answer portion of the interview. Their responses to the panel's questions showed a depth of toll feasibility and HOT lane experience supported by a variety of specific examples. Collectively, the PB team members appeared as a quality team, one that is a national leader in the industry with a firm technical understanding of toll studies for freeway projects.

Following the recommendation by the Evaluation Committee and positive results of the reference check, SANBAG staff began negotiations with PB on their scope and cost. The negotiations lead to the attached scope of work and a contract amount not to exceed $863,000 with no hourly rate escalation throughout the duration of the contract. In addition, staff is requesting a contingency amount of $86,300 that the Executive Director or designee may authorize in writing to address unanticipated scope for a total budget authority of $949,300.

The Measure I financial contribution is distributed among three programs. The portion of the I-15 Freeway that will be studied is within the San Bernardino Valley, the Cajon Pass, and the Victor Valley. The Measure I funding for the advanced toll feasibility study will be pro-rated based on freeway centerline miles within each area. Staff recommends award of Contract No. C11081 to Parsons Brinckerhoff (PB) to perform Preliminary Engineering for Toll Feasibility Studies and complete a Project Study Report-Project Development Support (PSR-PDS) on I-15 in an amount not to exceed $863,000 and approval for the Executive Director or designee to release contingency as required in an amount not to exceed $86,300.

Recommendation 3: This is a new agreement. Under State law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development work including this initial PID level. In compliance with the State budget, Caltrans requires reimbursement of PSR-PDS oversight services. Consequently, staff has coordinated with Caltrans to prepare this related cooperative agreement which outlines roles and responsibilities of the parties, the I-15 advanced toll feasibility study project requirements, anticipated deliverables, and staffing budget to accommodate Caltrans review and approval of the I-15 PSR-PDS.

In addition staff recommends approval of Cooperative Agreement C12198 with the State of California (Caltrans) to perform review and approval of the I-15 Project Study Report-Project Development Support (PSR-PDS) in an amount not to exceed $102,500.

Financial Impact: This item is consistent with the 2011/2012 FY Budget, Project No. 0850, Alternative Project Financing. The funding source for the current fiscal year is Planning Program and Monitoring ($169,130), Measure I 2010-2040 Victor Valley Traffic Management ($29,047), Measure I 2010 Valley Freeway Projects ($170,893), and Measure I 2010-2040 Cajon Pass Freeway Projects ($118,608).

Reviewed By: This item was reviewed and approved (9-4-2; Opposed: Rigsby, Stanckiewitz, Tahan, and Yates; and Abstained: Derry and Gonzales), by the Major Projects Committee on February 9, 2012; and recommended for approval (10-0-1; Abstained: Mitzelfelt), by the Mountain/Desert Committee on February 17, 2012. SANBAG Counsel and Contracts Manager have reviewed and approved these agreements as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1203a-cc
Attachments: C11081 and C12198

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C11081 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Parsons Brinkerhoff (PB)

Contract Description Interstate 15(I-15)PSR-PDS & Preliminary Engineering for Toll Feasibility Studies

Board of Director's Meeting Date: March 7, 2012
Overview of BOD Action: Approval of new contract with Parsons Brinkerhoff (PB).

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

CONTRACT OVERVIEW

Original Contract Amount	$	863,000	**Original Contingency Amount**	$	86,300
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	863,000	**TOTAL CONTINGENCY VALUE**	$	86,300
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	949,300

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
3/7/12	6/1/14	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0850.
☐ 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 2/2/12

Task Manager Signature 2/2/12 Date
Project Manager Signature 1/31/12 Date
Chief Financial Officer Signature 2/2/12 Date
Contracts Manager Signature 2/6/12 Date

ATTACHMENT A

Scope of Services Overview for

I-15 PSR-PDS

and

Preliminary Engineering for Level Two Toll Feasibility Studies

OVERVIEW

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority (AUTHORITY) will utilize the services of CONSULTANT to prepare a Project Study Report (Project Development Support) (PSR-PDS) for the possible implementation of High Occupancy Toll (HOT) Lanes on Interstate 15 in San Bernardino County. Coordination between AUTHORITY, CONSULTANT, and other local agencies will be accomplished through the AUTHORITY's Project Manager or designee and designated representatives from the local agencies.

CONSULTANT shall consider SANBAG's initial toll feasibility and preliminary engineering work performed to date as the starting point of this PSR-PDS project. This PSR-PDS project is intended to be a coordinated project development effort that is aligned with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. CONSULTANT is required to coordinate the preparation of the I-15 PSR-PDS with AUTHORITY's toll feasibility consultants in order to help support their related feasibility work and provide key input regarding the preliminary engineering analyses, geometric alternatives, constraints, cost estimates and other critical data. CONSULTANT shall assist AUTHORITY in meeting with Caltrans and FHWA to keep them apprised of the project status, key issues, action items, and next steps throughout the project duration.

The PSR-PDS will follow the Caltrans standard guidelines as outlined within the Project Development Procedures Manual (PDPM), Appendix S (PDPM is available on Caltrans website at http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm). CONSULTANT shall include and incorporate any anticipated tasks required to complete this project within the proposal, whether specifically identified in this scope of services or not.

The SANBAG Project Manager for this contract shall be:

Garry Cohoe, Director of Project Delivery

Project Location and Description of Anticipated Improvements

The purpose of this project is to perform a PSR-PDS as described below for the addition of HOT lane facilities on Interstate 15 in San Bernardino County. The studies along I-15 will encompass the area from the Riverside County Line to US-395 for a distance of approximately 33 miles. The following new lane configurations will be considered for the analyses.

Interstate 15 HOT Lanes

- From Riverside County Line to 6th Street (4.5 miles)
  - Addition of one (1) HOT lane in each direction. A continuous auxiliary lane between SR-60 and I-10 is also being contemplated as an improvement to be included in the project.
- From 6th Street to Sierra Avenue (9 miles)
  - Addition of two (2) HOT lanes in each direction
- From Sierra Avenue to US-395 (19.5 miles)
  - Addition of two (2) reversible HOT lanes in the median (2 lanes total); *[Includes additional design option of two (2) HOT lanes in the median in each direction (4 lanes total)]*

SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall be responsible for the performance of all the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include all related studies, reports, analyses and studies necessary to complete the project.

General Description of Required Services

A. CONSULTANT shall carry out the directions as received only from AUTHORITY'S Project Manager or designee. In addition, CONSULTANT shall cooperate with other agencies, and other CONSULTANTs providing services for this project and for adjacent or other related projects, as necessary.

B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify AUTHORITY's Project Manager of these concerns, together with reasons there for.

C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, analyses, and related material prepared by CONSULTANT for the Project.

D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to AUTHORITY. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct.

E. CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System, as appropriate.

F. AUTHORITY reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from AUTHORITY. CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by AUTHORITY.

G. CONSULTANT shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with the terms and conditions of this Contract.

H. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to AUTHORITY. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.

I. CONSULTANT shall submit the final report on CD using file format acceptable to AUTHORITY. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal.

J. CONSULTANT shall coordinate with all agencies involved or potentially impacted by the Project. CONSULTANT shall inform AUTHORITY prior to all contacts, meetings, and correspondence. CONSULTANT shall also be required to coordinate activities with all related and/or adjacent projects, including the I-15 traffic and revenue and financial feasibility studies.

Scope of Services for

I-15 PSR-PDS

and

Preliminary Engineering for Level Two Toll Feasibility Studies

Part A - Management

1. **Project Management**
2. **Coordination and Meetings**
3. **Quality Control/Quality Assurance (QA/QC) and QMP**
4. **Field Visit and Review Existing Reports, Studies, and Mapping**

Part B – Preliminary Engineering for I-15 Level Two Toll Feasibility Studies

5. **Traffic Operations Analysis Report**
6. **Refine Geometrics for I-15 HOT Lanes**
7. **Cost Estimates**

Part C – I-15 PSR-PDS

8. **Traffic Summary of #5 Above, and complete Traffic Engineering Performance Assessment (TEPA)**
9. **Refine Geometrics for I-15 HOT Lanes**
10. **Initial Engineering Studies**
    - **10.1 Drainage/BMPs**
    - **10.2 Structures**
    - **10.3 Geotechnical**
    - **10.4 Traffic/Electrical/ITS**
    - **10.5 Staging/TMP Conceptual Staging Plans**
    - **10.6 Roadside Management, Highway Planting and Irrigation**
    - **10.7 Rehabilitation Strategies**
    - **10.8 PEAR**
    - **10.9 ROW Requirements**
    - **10.10 Stakeholder Involvement**
11. **Cost Estimates for PSR-PDS**
12. **Schedule and Funding Work Plan**
13. **Risk Register**
14. **Draft/Final PSR-PDS Report**

Part A - Management

1. Project Management and Administration

1a. Project Management

CONSULTANT shall furnish a qualified and experienced Project Manager to coordinate project related CONSULTANT operations with AUTHORITY, including assisting with the AUTHORITY's toll feasibility studies for I-15, confirming assumptions with the traffic and revenue scenarios and geometric alternatives, coordinate with the PA/ED project team for I-10 for potential system interchange connector ramps, tracking progress of the work and administering subcontracts. CONSULTANT Project Manager shall be available to present the project details at meetings with critical agencies and stakeholders, including FHWA and Caltrans. CONSULTANT Project Manager shall provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with standards and requirements of the AUTHORITY and other applicable standards and requirements. CONSULTANT Project Manager shall prepare and submit monthly project progress reports to AUTHORITY Project Manager.

Deliverables: Monthly Progress Reports, Action Items, and Decision Matrix

1b. Administration

CONSULTANT Project Manager shall coordinate with AUTHORITY and its consultants to prepare and update a project schedule on a monthly basis or as needed. Project schedule shall be logical, complete, and shall accurately consider AUTHORITY and Caltrans peer reviews. CONSULTANT Project Manager shall provide regular reporting on the project status, including, but not limited to, schedule, contract budget, general progress on project tasks, action items, other related AUTHORITY project coordination, project issues and concerns. CONSULTANT Project Manager shall maintain project files using the Caltrans Uniform System in hard copies and electronic format.

Deliverables: Project Schedule, Project Master Files

Assumptions

- 6 hours per month for Project Administration
- 3 hours per month for document control on Projectsolve site

2. Coordination and Meetings

CONSULTANT Project Manager shall conduct regular meetings with AUTHORITY, and shall conduct meetings and coordinate with other consultants and stakeholders in monthly meetings, technical workshops, and/or focused meetings. CONSULTANT shall

assist AUTHORITY in meeting with Caltrans and FHWA to keep them apprised of the project status, key issues, action items, and next steps throughout the project duration. CONSULTANT Project Manager will be responsible for preparation of agendas and meeting minutes, communication and distribution of project records and information, and responses to internal requests for information about the project. CONSULTANT shall assist with preparing a matrix outlining responsibilities between the Toll and Revenue, Financial, and PSR-PDS consultant teams.

CONSULTANT will also conduct the following two (2) workshops:

- Corridor Vision Workshop
  CONSULTANT will assemble an internal team of nationwide managed lane and toll experts and host a workshop to assist in educating SANBAG staff of current trends, policies, programs, funding, operations, and maintenance of toll facilities. This workshop would develop a vision of tolling in San Bernardino County. This will lead to a deeper understanding of the goals of SANBAG staff and board to implement into the I-15 Corridor.

- Concept Integration Workshop
  Prior to finalization of the engineering and operational concept for the PSR-PDS, the CONSULTANT team will host a workshop with the other consultant teams (primarily the T&R consultant) to present the facility design and operations concepts, and project phasing as the basis for guiding the traffic and revenue forecasting and toll system design. This workshop will be used as an opportunity to further refine roles and responsibilities and remaining decision points. It will coordinate facility and toll system design leading to finalization of the PSR-PDS design option and traffic and revenue forecasts. The CONSULTANT team will coordinate with the T&R consultant to complete up to two iterations of revisions to the engineering and operational concept.

Based on the results of the toll and revenue feasibility study, CONSULTANT may conduct the following one (1) additional workshop upon request by AUTHORITY. Cost for this optional workshop is not included in the budget.

- Value Engineering and Phasing Concept Plan Workshop (optional task)
  This workshop would generally follow a value engineering process to evaluate the design concept in the context of financial feasibility. This determines whether opportunities exist to make design refinements and consider trade-offs that would reduce overall costs and make the project more viable. The CONSULTANT team will discuss project phasing relative to project limits to make the project more affordable and cost effective.

Assumptions

- Assume thirteen (13) monthly PDT meetings and seven (7) focus meetings

- Two (2) presentations to elected officials, including AUTHORITY, Cities, etc. 4 hours x 2 people for each presentation.
- Assume one (1) team coordination conference call a month – 2 hours each x 6 people
- Corridor Vision Workshop – 6 hours each x 6 people
- Concept Integration Workshop – 6 hours each x 6 people
- Value Engineering and Phasing Concept Plan Workshop – 6 hours each x 6 people (optional task requires prior AUTHORITY approval)

Deliverables: PDT Meeting Minutes, Workshops, Agendas, Handouts/Exhibits, Minutes

3. Quality Control/Quality Assurance (QA/QC) and QMP

CONSULTANT Project Manager shall prepare and implement a Quality Management Plan (QMP). CONSULTANT Project Manager will be responsible for adherence to applicable AUTHORITY administrative policies and procedures. CONSULTANT shall prepare a responsibilities matrix outlining responsibilities of independent Quality Control on respective tasks within this scope of work herein.
Refer to Chapter 5, Article 9 of the PSR-PDS Appendix S for general guidance on the Quality Management Plan.

Deliverables: QMP Plan

Assumptions
- 40 hours for preparing QMP
- 10 hours per month for project controls

4. Field Visit and Review Existing Reports, Studies, and Mapping (AUTHORITY to provide all aerial photography background and parcel information for use in mapping similar to preliminary study work)

Prior to the field visit, CONSULTANT shall consider AUTHORITY's initial toll feasibility and preliminary engineering work performed to date as the starting point of this PSR-PDS project. CONSULTANT will coordinate with AUTHORITY and toll feasibility consultants to visit the project site and perform windshield surveys to identify and assess the existing conditions of the I-15 mainline features including, but not limited to, mainline geometrics, general purpose lanes, shoulders, ramps, system interchanges, structures, intersections, striping, signage, ramp metering, and operations.

CONSULTANT will also review previous geometric studies, major investment studies, available reports and plans of potential improvements for I-15 that may also include, but not be limited to, Transportation Concept Report, Regional Transportation Improvement

Program, Regional Transportation Plan, Congestion Management Plan, Tribal Transportation Plan, As-builts, base mapping, utility plans, existing surveys, aerial photography, right of way maps, accident data (TASAS). CONSULTANT shall prepare statement of assumptions for each previous study and project within the project limits along the Corridor. Develop inventory list of related studies, reports, projects, and current status along the Corridor.

CONSULTANT shall obtain and review the work performed by RCTC on the I-15 Corridor Improvement Project and coordinate related geometric design, modeling data and findings for this project, especially in the vicinity of the SR-60/I-15 interchange.

Aerial photography will be used as the basis for project mapping and the AUTHORITY does not anticipate requiring additional field surveying or aerial photography data. Background aerial photography and property line parcel information in digital format will be provided by AUTHORITY to CONSULTANT for use in developing the electronic base maps.

Deliverables: Field Review Logs, Photographs, Exhibits, Inventory List of related studies, mapping, and reports

Part B – Preliminary Engineering for I-15 Level Two Toll Feasibility Studies

5. Preliminary Traffic Operations Analysis Report (meet requirements within Caltrans Directive 11-02, April 7 2011; coordinate w/ WSA-CDM and Iteris to provide all forecasts and volumes required for this traffic operations analysis of HOT alternative)

CONSULTANT shall coordinate with AUTHORITY and it consultants as well as Caltrans to develop traffic analysis assumptions scoping primarily to meet the requirements of Caltrans Directive 11-02, April 2011. These assumptions will be memorialized in a technical memorandum approved by Caltrans. A V/C analysis will be prepared and summarized for each freeway segment throughout the corridor. The V/C analysis will summarize existing conditions and identify growth and freeway deterioration under future opening year and horizon conditions. CONSULTANT is to coordinate closely with the AUTHORITY and the traffic and revenue consultant for the I-15 corridor to effectively complete and provide the appropriate traffic operational and safety analyses to support the PSR-PDS. Weaving analysis will be performed at selected "prototype" locations to identify design issues associated with different access point configurations. CONSULTANT shall use the weaving area locations and weaving volumes identified by the T&R team as input to this analysis and as directed by the AUTHORITY. The analysis will identify potential performance problems for further study and help identify the scope for a formal traffic study to be performed at the start of the Project Approval and Environmental Document phase.

Deliverables: Preliminary Traffic Operational and Safety Analysis Report per Directive 11-02

6. **Refine Geometrics for I-15 HOT Lanes (starting with preliminary study geometrics and previous Caltrans comments; see Caltrans meeting notes from Feb. 2010 to be addressed; Base aerial mapping and parcel information to be supplied by AUTHORITY)**

Consultant shall continue to refine the preliminary geometric layout design prepared during the initial feasibility studies for the build alternative and more specifically define the following items including, but not limited to the proposed travel way cross section, buffers, shoulders, barriers, ingress and egress locations, transitions considering merging/weaving requirements, interchanges, connector ramps, on/off ramps, bridge structures, clearances and other engineering parameters in accordance to the Caltrans Highway Design Manual (HDM) and current State policy. This geometric analysis should consider and address the prior Caltrans review comments (see Feb. 2010 table of I-15 comment matrix) as much as practicable to help ensure that no fatal flaws exist within the geometric design being analyzed within the Level Two toll feasibility analysis. CONSULTANT will identify early potential constraints, allowing the development of alternatives that will avoid or minimize negative environmental impacts. Layout plans will reflect structure, interchange, and ramp modifications needed to accommodate the proposed widening, auxiliary lanes or other improvements.

CONSULTANT shall coordinate with CHP, Caltrans Maintenance, and emergency services in support of the geometrics for the corridor. CONSULTANT will work with Caltrans to obtain approval of geometric plans of the proposed alternatives.

CONSULTANT shall coordinate closely during the development of facility geometric plans and schematics, in conjunction with the Tolling Systems Concept of Operations (completed by the T&R consultant). Engineering for the HOT facility requires consideration of the physical and operational characteristics of the corridor, facility design and transitional elements (particularly for reversible lane operations), tolling and related user operating policies (which are affected by separation and access considerations), and project maintenance and operating costs, among others.

CONSULTANT shall also consider an additional conceptual level geometric design option throughout the reversible lane segment (near Sierra Avenue to US-395) to provide (2) HOT lanes in both directions in lieu of the (2) Reversible lanes. This geometric analysis shall include typical engineering design considerations including ingress and egress requirements, system interchange connectivity at the I-15/I-215 Devore interchange, and the issues mentioned within the Feb. 2010 comment matrix provided by

Caltrans staff. CONSULTANT shall coordinate closely with the Traffic and Revenue consultant to consider the feasibility of providing either two (2) HOT lanes in each direction or two (2) HOT reversible lanes. CONSULTANT shall recommend any safety and operational requirements anticipated to necessitate further study during the future PA/ED phase. CONSULTANT shall prepare conceptual layout, schematic map and typical cross sections only for this option throughout the reversible lane segment.

Consultant shall also consider any other interchange projects along the I-15 corridor within the project limits to ensure project conformity in order to accommodate any other projects necessary within this preliminary geometric design. Consultant shall coordinate closely with AUTHORITY, I-10 and T&R consultants, Caltrans, FHWA and/or any other project partners in performing this work.

Deliverables: Preliminary Geometric Layout Plans, cross-sections, and/or exhibits for Level Two Feasibility Studies as described herein under "**Project Location and Description of Anticipated Improvements**". Conceptual layout, schematic map and typical cross sections for additional conceptual level geometric design option throughout the reversible lane segment (near Sierra Avenue to US-395).

7. **Cost Estimates (updated cost estimates for capital construction costs to provide to WSA-CDM, T/R consultant; (also coordinate with WSA-CDM who will be providing Electronic Toll System (ETS) Capital, Maintenance and Operations Costs and Preliminary Concept of Operations Plan)**

Consultant shall prepare preliminary capital construction cost estimates sufficient for the Level Two feasibility study for the build alternative and provide to the T&R consultant in order to facilitate completing the toll feasibility studies. Similar to those completed within the preliminary studies, these capital construction estimates should outline the anticipated costs for the geometric design improvements for the build alternative and include, but not be limited to earthwork, structural section, drainage, specialty items, bridge structures, and any other project related costs. Consultant shall provide all project related 'hard' and 'soft' cost estimates similar to those completed within the preliminary study work and include annual roadway rehabilitation costs, slab maintenance costs, bridge maintenance costs to the T&R consultant for analyzing the feasibility of the project. Consultant shall coordinate closely with the T&R consultant as they will provide the primary Electronic Toll System capital, maintenance and operations cost estimates required for the project. Consultant shall also coordinate closely with AUTHORITY to provide separate cost estimates that align with the AUTHORITY funding program boundaries that are segmented within the Valley, Cajon and High Desert program boundary as necessary.

Consultant shall also provide various project cost estimates for up to five (5) sensitivity analyses to be completed by the T&R consultant that may change key parameters such as design variations, phased or staged project limits, roadway opening year, or other factors as directed by AUTHORITY. The sensitivity factors will be discussed with AUTHORITY and the toll feasibility team prior to beginning these sensitivity analyses.

Deliverables: Preliminary Cost Estimates for Level Two Feasibility Studies

Part C – I-15 PSR-PDS

8. Traffic Summary of #5 Above, and complete Traffic Engineering Performance Assessment (TEPA)

In coordination with AUTHORITY and other project-related consultants, CONSULTANT shall utilize the work performed within the Level Two traffic analysis (described in task #5 above) and any other existing transportation reports for the corridor, performance monitoring systems, local agency transportation studies to complete the Traffic Engineering Performance Assessment (TEPA) as required within the PSR-PDS guidelines, Article 5. The responsible-charge engineer shall consult with the Functional Managers identified below in order to estimate the scope and magnitude of the Traffic Engineering studies (i.e. Travel Forecasting; Traffic Analysis; Infrastructure Evaluation; Warrant Analysis; and, Safety Review) that need to be performed during the Project Approval & Environmental Document phase.

To meet the purpose of the PSR-PDS, it is intended that the preliminary traffic engineering studies should be limited to an assessment of readily available information and data, and macro-level analysis and evaluation. This effort will produce preliminary traffic engineering findings and estimates to inform and advise the PDT on:

1. The potential scope of work and features (especially the traffic "elements" referenced above)
2. Potential performance benefits and deficiencies
3. The scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis and evaluation) to be performed during the Project Approval and Environmental Document phase

The primary objective is to identify the traffic forecasting and traffic engineering studies needed to analyze, evaluate, and more accurately predict or estimate operational and safety performance of the proposed improvements during the future PA/ED phase.
A summary of the assessment and key findings and estimates should be summarized or incorporated into the PSR-PDS document.

Deliverables: **Traffic Engineering Performance Assessment (TEPA) as required within the PSR-PDS guidelines, Article 5; Excerpt within PSR-PDS**

9. Preliminary Layout Plans for I-15 HOT Lanes (Cut sheets printed including title sheet, cross sections and plan geometrics on 11x17 using geometrics refinement work completed within #1 above)

Using the geometric design completed within Task #6 above, Consultant shall prepare layout plans in 11x17 format at 1" = 100' scale (approximately 1"=200' for reduced plans) as Caltrans standard cut sheets including title block. The geometric plans shall include travel way lanes, striping, transition areas, ingress and egress locations, merge/weave locations, shoulder and buffer widths that are labeled and dimensioned. Right of way requirements will be shown. Retaining wall and sound wall locations will be shown with approximate heights. Daylight limits of standard 1:2 or 1:4 slopes will be delineated. Cost effectiveness and right-of-way impacts will also play significant roles in the geometric development process. Layout plans will reflect structure, interchange, and ramp modifications needed to accommodate the proposed widening, auxiliary lanes or other improvements.

CONSULTANT shall conduct independent QA/QC and third party reviews of deliverables. Review comments from plan submittals will be incorporated as appropriate.

Deliverables: Geometric Layout Drawings w/ Title Block, Cross Sections, and Exhibits

10. Initial Engineering Studies (including Purpose and Need and Deficiencies), Alternatives and Scoping Checklists (Design Scoping Index, PSR-PDS Scoping, TPSIS attachment)

CONSULTANT will evaluate the physical characteristics of the project area, including an assessment of the major engineering features and design standards to consider the alternatives for the project. This activity includes establishing the study area limits of the various alternatives to be developed and analyzed in the PSR-PDS.

CONSULTANT shall consider the physical project constraints of the I-15 features including, but not limited to, mainline geometrics, general purpose lanes, shoulders, ramps, system interchanges, structures, intersections, striping, signage, ramp metering, and operations. CONSULTANT is to review information gathered and analyzed within these initial engineering studies to develop draft versions of the Background, Purpose and Need, Deficiencies, Corridor and System Coordination, and other required sections of the PSR-PDS for AUTHORITY and Caltrans review.

Only two (2) alternatives will be analyzed which includes (1) No Build alternative, and (2) HOT Lane alternative as described herein. CONSULTANT shall focus these studies on determining the reasonable study area that should be considered for the development of these two (2) alternatives.

Deliverables: Establish Study Area Limits; Develop Purpose and Need, Develop Background, Purpose and Need, Deficiencies, Corridor and System Coordination, and other required sections of the PSR-PDS

10.1. Alternatives and Scoping Checklists

Based on the Corridor Vision Workshop, CONSULTANT will develop alternative concepts for the vision of the corridor. CONSULTANT shall review and improve conceptual facility design. CONSULTANT shall prepare and conduct a Corridor Vision Workshop as described under Task 2. CONSULTANT shall updated existing schematics prepared during the Feasibility Study based on alternative concepts. Five (5) alternative concepts will be evaluated based on results of the Corridor Vision Workshop. The preliminary ingress and egress locations will be illustrated on the updated schematics. CONSULTANT shall identify locations for additional geometric development. The updated schematics will be utilized as the basis of the conceptual facility design and scope of the project. CONSULTANT shall complete the Scoping Tools including the Design Scoping Index, PSR-PDS Scoping Checklist, Transportation Planning Scoping Information Sheet (TPSIS attachment) as outlined within the PDPM current as of Sept. 30, 2011. CONSULTANT shall develop the basic strategy options to meet the project need and purpose. This activity includes confirming the scope for additional geometric development with the AUTHORITY and Caltrans to determine the feasibility of the HOT lanes.

Deliverables: Concept Facility Design, Design Scoping Index, PSR-PDS Scoping Checklist, TPSIS attachment

10.2. Drainage/BMPs

Using available as-built information for the existing drainage facilities along the corridor, CONSULTANT shall identify large drainage facilities (48" or larger culverts) improvements in support of the cost estimate for the PSR/PDS. Drainage improvements of major facilities will be shown in PSR-PDS plans/exhibits. No profiles will be provided. Preliminary sizing of on-site drainage facilities and calculation of discharge are not included in the scope of work. A detailed hydrology and hydraulic analysis is not included in the scope of work. On site drainage facilities will be estimated at a planning level as a percentage of project costs per Caltrans PDPM.

Since the main purpose of the PSR-PDS is only to estimate the resources needed to complete PA&ED, the expected level of stormwater information for a PSR-PDS is going to be much less than a regular Project Study Report. The PSR-PDS evaluation will mainly focus on determining if there will be any significant impacts to the project alternatives, right-of-way needs, or project costs due to the need to incorporate treatment Best Management Practices (BMPs) for compliance with stormwater requirements. See Chapter 5, Article 3 of Appendix S for general guidance on the PSR-PDS Stormwater Documentation scoping tool.

No field work will be required for this task. All reconnaissance will be done using computer desktop methods, such as Google Earth and Maps. A suite of BMPs will be provided for each BMP location. Selection of BMPs for each location will be not be provided. BMP options will be provided for cost estimating purposes only. The SWDR will be limited to the questions in Chapter 5, Article 3 of Appendix S of the PDPM and the Evaluation Form (PPDG, Appendix E).

Deliverables: Stormwater Documentation per PDPM Chapter 5, Article 3; Excerpt discussion within PSR-PDS

10.3. Structures

Using available as-built information for the existing structure facilities along the corridor, CONSULTANT shall identify proposed structure improvements in support of the cost estimate for the PSR/PDS. Structure improvements of major facilities will be shown in PSR-PDS plans/exhibits. Preliminary structure widening and bridge improvements will be estimated as a percentage of project costs per Caltrans PDPM similar to the preliminary estimate within the initial feasibility studies.

CONSULTANT shall prepare Conceptual Widening or replacement Study for each complex structure as identified above to evaluate the type of structure, foundation and its constructability, calculations of horizontal and vertical clearances, staging, preliminary construction durations, structure cost and structural interaction with roadway and railroad facilities.

If necessary, CONSULTANT shall develop the Conceptual Study report utilizing Caltrans' Memo to Designers (MTD) 1-8 and Caltrans' Office of Specially Funded Projects' (OSFP) Information and Procedures Guide, including a preliminary seismic retrofit assessment of the existing bridge structures.

Deliverables: Preliminary Structure Improvements and Cost Estimates

10.4. Geotechnical

Using available geotechnical information along the corridor, CONSULTANT shall review findings of prior investigations, preliminary considerations for design, potential impacts, faults and seismic issues, landslides, and other general design and construction recommendations in order to summarize all related geotechnical issues within the PSR-PDS. CONSULTANT shall also conduct a preliminary assessment of potential geologic hazards along the project alignment by reviewing readily available, relevant geotechnical literature, reports, deterministic and probabilistic seismic hazards maps, geologic maps, and historic aerial photographs available from its in-house library. Geologic hazard issues

will include faulting and seismicity, seismic shaking, liquefaction potential, slope instability and landslides, earthquake-induced settlements and lateral spreading, dam-inundation and flooding.

This should include a general discussion of all related preliminary Geotechnical information that addresses cuts, fills, retaining walls, sound walls, signs, drainage facilities, and pavement structural design and describe the primary challenges that will be addressed within the PA/ED phase. A Life Cycle Cost Analysis report (LCCA) is not anticipated.

Deliverables: Preliminary Geotechnical Design excerpt for PSR-PDS

10.5. Traffic/Electrical/ITS

Using available and relevant information along the corridor, CONSULTANT shall review all traffic related design parameters and prepare preliminary signing and striping requirements in support of the geometric development. CONSULTANT shall assess preliminary signal, lighting, ramp metering, traffic management and monitoring and toll collection requirements. Traffic, electrical, and ITS elements will be quantified to a planning level consistent with PSR-PDS level cost estimating. CONSULTANT will develop and evaluate alternative traffic management and ITS elements and develop recommendations for implementation in the corridor to support the PSR/PDS. An excerpt of this information will be included within the PSR-PDS report.

Deliverables: Traffic/Electrical/ITS Excerpt within PSR-PDS and Preliminary Cost Estimate

10.6. Conceptual Staging Plans

CONSULTANT will prepare typical, concept stage construction plans, cross sections and exhibits for mainline widening and reversible lanes for the build alternative. The construction staging concept plans will depict the overall sequencing of construction to balance the construction production, traffic delay impact, and cost affordability. A summary providing a brief comparison of strengths and weaknesses of the alternatives from the perspective of construction staging will be included. The construction staging concept plans will show where the construction is occurring and where traffic is maintained during construction (i.e. identify opened lanes of travel, and general construction areas). CONSULTANT shall prepare schematics of the construction staging for typical median widening based on typical sections. CONSULTANT shall develop a conceptual plan and sections to clarify the intent of the staging without detailed staging plans.

The staging concept will be used to develop project cost estimates.

Deliverables: Concept Stage Construction Plans

10.7. Roadside Management, Highway Planting and Irrigation

CONSULTANT shall evaluate project requirements for highway hardscaping, planting and irrigation. Locations requiring roadside management and hardscape aesthetic treatment will be identified as a basis for quantity takeoffs. Highway planting and irrigation will be estimated based on the area of disturbed ground in areas where outside pavement widening is proposed.

Deliverables: Draft Planting and Irrigation Requirements and Estimate

10.8. Rehabilitation Strategies

CONSULTANT shall identify and evaluate rehabilitation strategies for two (2) build alternatives. There are four primary components that will be considered: 1) pavement rehabilitation, 2) structure rehabilitation, 3) toll collection equipment and facilities rehabilitation, and 4) loss of toll revenue during rehabilitation work. This effort is to be coordinated with WSA-CDM who will be providing Electronic Toll System (ETS) Capital, Maintenance and Operations Costs and Preliminary Concept of Operations Plan.

Deliverables: Rehabilitation Strategies and Rehab Cost Estimate

10.9. PEAR

CONSULTANT shall prepare a draft and final PEAR, per Standard Environmental Reference Guidelines, the latest template (updated April 2011), and the PEAR Handbook (dated January 2009). The PEAR will clearly identify required environmental document, anticipated impacts, the future technical studies and anticipated mitigations. The PEAR will also estimate the scope, schedule and preliminary costs associated with completing environmental compliance. The PEAR will clearly present and discuss the results of preliminary environmental studies in order to identify environmental constraints that may affect design. The information contained in the PEAR will serve as a foundation to begin studies for the PA/ED phase.

In addition, cumulative impacts and context sensitive solutions will be summarized in the appropriate PEAR Technical Summaries section, but will not have a separate technical Memoranda prepared.

The PEAR shall also include:

- A discussion of environmental resources and a description of the potential project issues or impacts, which could delay the project or affect any project alternative.
- Description of studies that are needed to complete an environmental evaluation (noting as necessary any seasonal constraints for these studies).
- A recommended environmental determination/documentation and a tentative schedule for its completion.
- An initial site assessment (ISA) for hazardous waste, if the project includes the purchase of new right of way, excavation, and/or structure demolition or modification.
- Required or anticipated permits or approvals discussed.

Refer to the Standard Environmental Reference (SER) for further guidance on the PEAR. See Chapter 5, Article 6, of Appendix S for general guidance on the PEAR scoping tool.

Deliverables: Draft and Final PEAR per PDPM Chapter 5, Article 6.

10.10. ROW Requirements – brief summary of minimal ROW anticipated, utility, and railroad issues; Conceptual ROW Cost Estimates to be attached (no ROW data sheets anticipated)

CONSULTANT shall determine Right of Way requirements for the proposed project in accordance with PSR-PDS guidelines within Chapter 5, Article 7. CONSULTANT shall delineate Right of Way Requirements on the geometric design plans throughout the corridor. Right of Way requirements will be established in Microstation format and tabulated in an Excel spreadsheet.

Utilities Assessment

Utilizing available information gathered for the project and the record drawings obtained from the as-builts utility search and Dig Alert, CONSULTANT shall map major existing utilities based on field review within the project limits. CONSULTANT shall assess impacts to existing utilities and determine planning level costs for inclusion into the Conceptual ROW cost estimates.

Railroad Mitigation

Utilizing available information gathered for the project and the record drawings obtained from the as-builts, CONSULTANT shall identify impacted rail lines, operation requirements and project requirements for the PSR/PDS describing the railroad facilities and types of agreements and rights required from the railroads and how these issues would be handled during the PA/ED phase.

Deliverables: Right of Way Requirements for PSR-PDS per PDPM Appendix S, Chapter 5, Article 7 and Conceptual ROW cost estimates with no parcel maps.

11. Cost Estimates summarized for PSR-PDS (summary excerpt of costs prepared as part of Cost Estimates #7 above that are anticipated to be more detailed to provide to WSA-CDM, T/R consultant; also include Project Support Cost Estimate)

Using the cost estimates provided for the Level Two analysis, CONSULTANT is to summarize the preliminary Cost Estimates per PSR-PDS guidelines within the Caltrans PDPM, appendix S. CONSULTANT is to provide a planning level estimate for each alternative as well as the support cost estimate for the future PA/ED effort as outlined in the PDPM. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify potential costs.

CONSULTANT shall coordinate this effort with AUTHORITY and with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. These estimates should be carefully developed in order to provide the required support and construction capital costs to AUTHORITY consultants for analysis as part of the separate I-15 toll feasibility project.

Deliverables: Cost Estimates for PSR-PDS per PDPM Appendix S

12. Schedule and Funding Work Plan (anticipated for PA/ED and future phases)

CONSULTANT is to develop a Schedule and Funding Work Plan per PSR-PDS guidelines within the Caltrans PDPM, appendix S. CONSULTANT is to coordinate closely with AUTHORITY to provide an estimated schedule and funding plan for proposed programmed activities to be completed for the project. CONSULTANT shall identify the anticipated project development support costs needed to complete the future PA/ED project, an estimated schedule for completion of major milestones and a cost estimate range for capital outlay and remaining support activities.

The work plan should be provided to AUTHORITY in the form to show relationships between project tasks and milestones, including any consideration of project phasing and staging sequences, since this work plan will be useful in assessing changes to any one item within the context of the whole project.

CONSULTANT shall coordinate this effort with AUTHORITY and with the AUTHORITY's toll feasibility consultants, specifically the traffic and revenue consultant and the financial services consultant analyzing the potential HOT Lanes on I-15. These schedule and funding work plans should be carefully developed in order to provide the required support and construction capital costs to AUTHORITY consultants for analysis as part of the separate I-15 toll feasibility project.

Deliverables: Schedule and Funding Work Plan

13. Risk Register

CONSULTANT shall prepare the Risk Register in accordance with PDPM Appendix S. Since the reduced amount of data that is required for the PSR-PDS transfers risks to future phases and it is important to identify the risk, define the probability, define the severity, identify who or what the risk will impact, and identify the ownership of the risk.

Consultant shall coordinate with the project sponsor and project team members to jointly develop a written plan that enables them to identify, assess, quantify, prepare a response to, monitor, and control capital project risks. Refer to the Project Risk Management Handbook and use the Risk Register template in completing the plan. Potential risks shall be evaluated and discussed by the PDT, and ownership of the risks shall be identified. A risk assessment for the process and potential impacts to the overall project needs to be completed to identify, classify and quantify the risk impacts to the various disciplines. Additionally, the ownership of the risk must be identified. This information needs to be summarized within the PSR-PDS. Refer to Chapter 5, Article 10 of this appendix for general guidance on the Risk Register.

14. Draft/Final PSR-PDS Report (Title, Vicinity Map, Intro, Background, etc.)

CONSULTANT shall:

- Prepare a Draft of the I-15 PSR-PDS Report in coordination with the I-15 toll feasibility contract work, to document the geometric assumptions, initial studies, methodology, alternatives, findings, FHWA coordination and involvement, anticipated design exceptions with general project strategy of how to address within PA/ED phase (no fact sheets anticipated), stakeholder meetings and involvement (primary effort by I-10 PR/Outreach team w/ CONSULTANT coordination for I-15) and results in accordance with the requirements outlined as outlined within PDPM Appendix S.

  This report proposes to include, but not be limited to: (i) a description of the facility, and other generalities about the project; (ii) the existing travel conditions in the area; (iii) the study methodology including the tasks identified in this scope; (iv) the physical configuration of the present and future mainline and ramps; (v) the traffic and revenue forecasts (provided by others and excluded from this scope of work); (vi) concluding remarks.

- Submit ten (10) copies of the draft report to AUTHORITY for review.

- Evaluate and respond to comments received during the review period. Based on the comments, CONSULTANT shall update and revise the Report and prepare and present a Final I-15 PSR-PDS Report.

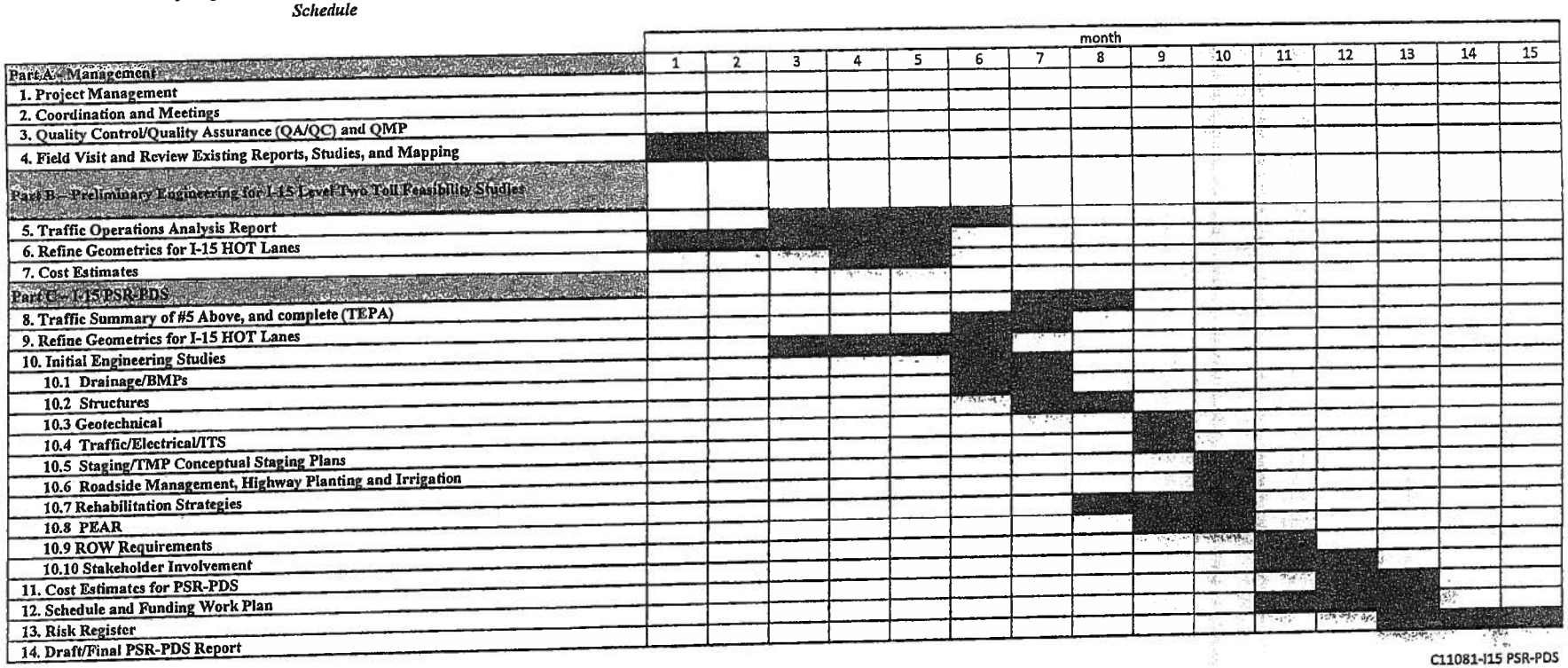
- Submit fifteen (15) copies of the final report.

Assumptions:

- Limited review cycles, based on consolidated sets of comments, for SANBAG and Caltrans for Draft PSR-PDS Report and each of its components described above.
- Reviews by SANBAG and/or peer review consultant shall be coordinated prior to submittals to Caltrans

Deliverables: Draft and Final I-15 PSR-PDS Report

I-15 PSR-PDS and
Preliminary Engineering for Level Two Toll Feasibility Studies
Schedule



C11081-I15 PSR-PDS

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CONTRACT SUMMARY SHEET

Contract No. C12198 Amendment No. _____

By and Between

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

Contract Description Interstate 15 (I-15) PSR-PDS

Board of Director's Meeting Date: March 7, 2012
Overview of BOD Action: Approval of new cooperative agreement with Caltrans.

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

CONTRACT OVERVIEW

Original Contract Amount	$	102,500	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	102,500	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	102,500

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
3/7/12	6/1/14	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0850.
☐ 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

mm 2/2/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate %.

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

Task Manager Signature	2/2/12 Date	Project Manager Signature	1/31/12 Date
Chief Financial Officer Signature	2/2/12 Date	Contracts Manager Signature	2/6/12 Date

08-SBD-15-0.0/31.8
EA: 0R800G
District Agreement 08-1528
Project Number 0812000184

COOPERATIVE AGREEMENT

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

SAN BERNARDINO ASSOCIATED GOVERNMENTS, a public entity referred to as AUTHORITY.

RECITALS

CALTRANS and AUTHORITY, collectively referred to herein as PARTIES, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) right of way.

1. AUTHORITY desires to develop a Project Initiation Document (PID) for High Occupancy Toll (HOT) lanes on Interstate 15 (I-15) from Riverside County Line to US-395, referred to herein as "PROJECT."

2. PARTIES acknowledge that this Agreement is only applicable for a project study report/ project development support (PSR/PDS) PID.

3. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.

4. AUTHORITY is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.

5. CALTRANS will review and approve the PID prepared by AUTHORITY as reimbursed work; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps as reimbursed work; and will also actively participate in the project delivery team (PDT) meetings as reimbursed work.

6. CALTRANS and AUTHORITY hereby set forth the terms, covenants and conditions of this Agreement, under which they will complete the PID.

AGREEMENT

1. AUTHORITY will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California.

2. AUTHORITY and CALTRANS will complete the activities assigned to it on the Scope Summary - Exhibit A that, is attached to and made a part of this Agreement by reference. Activities marked with "N/A" on the Scope Summary are not included within the scope of this Agreement.

3. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.

4. AUTHORITY agrees to pay CALTRANS, an amount not to exceed $102,500 which includes all Caltrans labor and any work to complete the PID.

5. The effort performed by CALTRANS, as stipulated in this Agreement, will be reimbursed including all direct and applicable indirect costs.

6. PARTIES will not incur costs beyond the funding commitments established in this Agreement.

7. CALTRANS will provide AUTHORITY with relevant and readily available information in the form of data dumps, spreadsheets, and maps as reimbursed work; and will actively participate in the project delivery team (PDT) meetings as reimbursed work.

8. CALTRANS will complete a review of the draft PID and provide its written comments to the AUTHORITY within 60 calendar days from the date CALTRANS received the draft PID from AUTHORITY. AUTHORITY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by AUTHORITY, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from AUTHORITY.

9. After the AUTHORITY revises the PID to address all of CALTRANS' comments and submits the PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the PID within 30 calendar days from the date

CALTRANS received the draft PID from AUTHORITY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, AUTHORITY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review.

10. CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing IQA to verify that QC/QA meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID, nor any validation by verifying nor rechecking work performed by AUTHORITY or providing guidance to AUTHORITY. No liability will be assignable to CALTRANS, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.

11. PID preparation, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse CALTRANS for such work and parties will amend this Agreement.

12. CALTRANS will submit monthly invoices to AUTHORITY, accompanied by reasonable descriptions of the services performed during the preceding month, the fees, and the related expenses.

    AUTHORITY will pay invoices within thirty (30) calendar days of receipt of an acceptable invoice.

    After both parties agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.

13. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, AUTHORITY will notify CALTRANS within 24 hours of discovery.

14. Parties agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

15. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of AUTHORITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

16. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.

17. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

18. Neither AUTHORITY nor any officer or employee or agents 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, employees and agents 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.

19. 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.

20. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any PARTY (IES) hereto.

21. This Agreement will terminate 90 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing, but no longer than June 1, 2014. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

SIGNATURES ON FOLLOWING PAGE

SIGNATURES

Parties declare that:

1. Each Party is an authorized legal entity under California state law.
2. Each Party 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

By:_____
Raymond W. Wolfe, PhD
District Director

CERTIFIED AS TO FUNDS:

By:_____
Lisa Pacheco
District Budget Manager

APPROVED AS TO FORM:

By:_____
Deputy Attorney

APPROVED AS TO FINANCIAL TERMS:

By:_____
HQ Accounting

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By:_____
Larry McCallon
Board President

ATTEST

By:_____
Vicki Watson
Board Clerk

APPROVED AS TO FORM

By:_____
Penny Alexander-Kelley
Legal Counsel

CONCURRENCE

By:_____
Kathleen Murphy-Perez
Contracts Manager

EXHIBIT A **SCOPE SUMMARY (PSR/PDS)**

4	5	6	7	Description	CALTRANS	AUTHORITY	N/A
0	100			PROJECT MANAGEMENT FOR DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS] (Note: PMP is not required.)	X	X	
		05		QUALITY MANAGEMENT PLAN		X	
		10		RISK REGISTER		X	
		15		COMMUNICATION PLAN			X
		20		PROJECT DEVELOPMENT TEAM MTGS		X	
		30		CO-OP AGREEMENT FOR PSR-PDS REIMBURSEMENT	X		
		40		CO-OP AGREEMENT FOR PA&ED PHASE	X		
1	150			DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]	X	X	
		05		TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT		X	
			05	PROVISION OF EXISTING REPORTS, DATA, STUDIES AND MAPPING		X	
			10	PROVISION OF EXISTING GEOLOGICAL INFORMATION		X	
			15	PROVISION OF EXISTING UTILITY INFORMATION		X	
			20	PROVISION OF ENVIRONMENTAL CONSTRAINTS INFORMATION		X	
			25	PROVISION OF EXISTING TRAFFIC FORECASTS/MODELING		X	
			30	PROVISION OF EXISTING SURVEYS AND MAPS		X	
			35	PROBLEM DEFINITION (GET & DOCUMENT CONSENSUS ON P&N STATEMENT)		X	
			45	AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY			X
			50	DISTRICT GEOTECHNICAL INFORMATION SCAN			X
			90	INDEPENDENT QUALITY ASSURANCE (IQA) PROCESS	X		
		10		INITIAL ALTERNATIVES DEVELOPMENT (PSR-PDS – DEVELOP ALTERNATIVES)		X	
			05	PUBLIC/LOCAL AGENCY INPUT (PSR-PDS)		X	
		15		ALTERNATIVES ANALYSIS		X	
			05	RIGHT OF WAY ASSESSMENT		X	
			10	UTILITY ASSESSMENT		X	
			15	RAILROAD INVOLVEMENT AND ASSESSMENT		X	
			25	PRELIMINARY MATERIALS REPORT (PSR-PDS PRELIMINARY MATERIALS INFORMATION)		X	
			35	MULTIMODAL CONSIDERATIONS (SEE PRE-PID SCOPING CHECKLIST)		X	
			40	HYDRAULIC ASSESSMENT		X	
			50	TRAFFIC STUDIES (PSR-PDS – PRELIMINARY TRAFFIC ENGINEERING ASSESSMENT)		X	
			55	CONSTRUCTION ESTIMATES (PSR-PDS)		X	
		20		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT		X	

			05	INITIAL NOISE STUDY (PSR-PDS – EXISTING NOISE INFORMATION)		X	
			10	HAZARDOUS WASTE INITIAL SITE ASSESSMENT (PSR-PDS – EXISTING HAZARDOUS WASTE INFORMATION)		X	
			15	SCENIC RESOURCE AN LANDSCAPE ARCHITECTURE REVIEW (PSR-PDS – EXISTING SCENIC RESOURCE AN LANDSCAPE INFORMATION)		X	
			30	INITIAL RECORDS & LITERATURE SEARCH FOR CULTURAL RESOURCES (PSR-PDS – EXISTING RECORDS & LITERATURE SEARCH FOR CULTURAL RESOURCES)		X	
			50	INITIAL FLOODPLAIN STUDY (PSR-PDS – EXISTING FLOODPLAIN STUDY)		X	
			60	PRELIMINARY PEAR PREPARATION (PSR-PDS)		X	
			65	INITIAL PALEONTOLOGY STUDY (PSR-PDS – EXISTING PALEONTOLOGY)		X	
		25		APPROVE PID [PSR – PDS]	X	X	
			05	DRAFT PID (PSR-PDS – COMPLETE PID)		X	
			20	PID CIRCULATION REVIEW AND APPROVAL (PSR-PDS)	X		
			25	STORM WATER DATA		X	
		35		REQUIRED RIGHT OF ENTRY DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
		40		PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
		45		BASE MAPS FOR PSR-PDS		X	

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: 44

Date: March 7, 2012

Subject: Cooperative Agreement with Orange County Transportation Authority (OCTA) for the reimbursement of Call Box (CB) Call Answering Center (CAC) services.

Recommendation:*

1. Rescind Board action of December 7, 2011 approving Agreement R12140 with OCTA for the reimbursement of Call Box Call Answering Center services with an end date of June 30, 2018.

2. Approve Agreement R12140 with OCTA for the reimbursement of Call Box Call Answering Center services with a revised end date of January 1, 2018.

Background:

In February 2002 the San Bernardino and Riverside Service Authority for Freeway Emergencies (SAFE) began to jointly operate a private CAC through a San Bernardino SAFE contract with Professional Communications Network (PCN). Since that time, PCN has responded to more than 425,000 call box calls and has provided an outstanding level of service to motorists traveling within these counties. The San Bernardino SAFE has been a lead in this contract process, releasing the Request to Proposals (RFP) , contracting with PCN and then seeking reimbursement from the Riverside SAFE for services provided by PCN for calls generated from the Riverside County call box network.

In the summer of 2004, the Orange County Transportation Authority (OCTA) released a RFP to seek call box CAC services. After a competitive procurement process, the OCTA Board awarded a contract to PCN for identical services as

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.
BRD1203a-kl
Attachment: R12140

being provided to the Inland Empire. San Bernardino SAFE permitted PCN, OCTA and RCTC to utilize the call box software and technology that was developed under our contract.

In August of 2011, the SANBAG Board approved the release of an RFP for Call Answering Center Services for Orange, Riverside and San Bernardino counties call box system.

Before the Agreement with OCTA was executed, OCTA requested that the end date be revised from June 30 of 2018 to January 1 of 2018 to be consistent with their procurement policy.

Financial Impact: Anticipated revenue from OCTA Agreement #R-12140 is consistent with the FY 2011/2012 Budget. Task 70212000

Reviewed By: This item has had no previous Committee Review. SAFE General Counsel and Contracts Manager have reviewed and approved this item.

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

BRD1203a-kl
Attachment: R12140

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CONTRACT SUMMARY SHEET

Contract No. R 12140 Amendment No. _____

By and Between

San Bernardino County Service Authority for Freeway Emergencies (SAFE) and Orange County Transportation Authority (OCTA)

Contract Description Cooperative Agreement for Call Answering Center (CAC) services.

Board of Director's Meeting Date: December 7, 2011

Overview of BOD Action: Approve Contract No. 12140 with OCTA for reimbursement for their share of the call box CAC services. Cooperative Agreement has not-to-exceed amount of. $263,000, ending January 1, 2018.

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

CONTRACT OVERVIEW

Original Contract Amount	$	263,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	263,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	263,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
12/7/11	1/1/18	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 702.

☐ 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:*

The California Department of Motor Vehicles collects the annual $1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

Task Manager Signature	Date 11-9-11	Project Manager Signature	Date 11-9-2011
Chief Financial Officer Signature	Date 11/21/11	Contracts Manager Signature	Date 11/15/11

ATTACHMENT A: SCOPE OF SERVICES

The selected Contractor is expected to perform all work necessary to establish and operate a Call Answering Center (CAC) capable of answering 100% of the calls generated by the San Bernardino, Riverside and Orange County SAFE box. Most calls will first be answered by the CAC, and then routed to CHP or the appropriate alternate depending on the need and the situation, per the prescribed call handling matrix and in keeping with the SAFEs' CAC Operations Manual.

Appendix A-2 is a "Call Type Routing Matrix" which establishes call handling protocols to be followed in the course of this contract. Appendix A-3 includes a screen shot of a sample incident to indicate the types of information to be gathered for handling calls. Appendix A-4 includes call statistics by call type and other data that can be used by proposers to prepare pricing and understand the scope of work. **SAFE DOES NOT DO ANY PREDICTIVE MODELING TO ESTIMATE FUTURE CALL VOLUMES, WHICH MAY DROP DUE TO THE PROLIFERATION OF CELL PHONES.** For purposes of developing pricing, Proposers are to use the three call volume levels as described in the RFP. Appendix A-5 is a copy of the form used by SAFE to evaluate how calls are handled in order to assess performance and the need for training or changes.

The current Operations Manual is the property of SAFE and includes specific call taking script requirements, screen captures which are mirrored at the CHP communications centers, the approved call handling matrix, protocols for call handling, protocols for reporting, and protocols for interfacing with CHP. It is fully expected that the use of these developed assets will continue.

Phase I Scope of Work is applicable to setting up and transitioning to a contractor who is not currently handling Inland Empire and Orange County call box calls. SAFE owns the equipment and system specifications which supports the call management system used by the current contractor to provide call answering services, including the remote equipment at the CHP dispatch centers.

Equipment At Current Contractor's Location

- Generator
- UPS
- SANBAG-owned Cisco router
- OCTA-owned Cisco router
- 2 spare monitors
- 2 dedicated pc's
- 4 dedicated monitors being used

Other at Other Locations

- SAFE: monitor and PC, Cisco router and a switch
- Inland: 2 monitors and 2 PC s, a Cisco router and a switch
- Barstow: 2 monitors and 2 PC s, a Cisco router and a switch
- Indio: 2 monitors and 2 PC s, a Cisco router and a switch
- Orange: 2 monitors and 2 PC s, a Cisco router and a switch

PHASE I - SET-UP AND IMPLEMENTATION OF CALL ANSWERING CENTER

Task 1 – Planning and Design for CAC Location

- Determine phased transition of services
  - Contractor shall coordinate with San Bernardino SAFE in the development of the transition plan including relocation of current system assets.
  - Transition planning shall include working with telcos for purposes of redirecting the telephone number to which call boxes are currently pointed, if necessary.
  - Contractor shall schedule a meeting with San Bernardino SAFE and current CAC to discuss, plan and execute transition schedule.
  - **Deliverable 1: Plan and Schedule for Transition of Service**

- Develop or Provide CAC Facilities and Systems Plan
  - Contractor shall supply detailed facilities and systems plan for San Bernardino SAFE approval. Only equipment used solely by San Bernardino SAFE for its CAC operations shall be reimbursed. All equipment purchased by San Bernardino SAFE shall remain property of San Bernardino SAFE.
  - **Deliverable 2: Draft and Final Facilities and Systems Plan**

- Provide training materials and associated materials
  - Contractor is expected to use the existing operations and training materials owned by SAFE, and may add to it as desired or necessary, with proposed changes to be made operational only after approval by SAFE. Maintenance of a formal training program and curriculum specific to this application is mandatory. The operations and call box specific training materials shall be the property of San Bernardino SAFE. This training program must cover all aspects of the operation and will include:
    - Training manuals
    - Operating procedures and policies for dealing with other organizations
    - Operator testing and evaluation criteria
    - Provisions for formal remedial training and refresher training
    - Teaching aids, including geography, motorist aid scenarios, an overview of CHP responses, and quizzes
    - Trouble shooting for system reporting
    - Procedures to follow when alerts sound, when power is out, when system or telephones go out, including reporting protocols and manual call taking (ALL Border com center calls are relayed manually, and manual backup is required for all others
    - Disaster preparedness/business recovery drills
    - Investigation procedures for customer complaints
    - Program management and coordination with San Bernardino

  - **Deliverable 4: Draft and Final Training Materials**
    - Develop or provide emergency-operating procedures and preparedness plan

- The emergency-operating plan should outline the procedures in the event the CAC's onsite computer and phone system fail. The plan should also outline the procedures if important hardware or software fails, including but not limited to the server, ACD, phone and T1 lines, and workstations. Contractor may use existing emergency procedures and plan and submit them for San Bernardino SAFE approval. Important note: Emergency-operating procedures must be included in the training program in Deliverable 4.

- **Deliverable 5: Draft and Final Emergency Operating Procedures and Preparedness Plan**
- **Deliverable 6: Executed Contract for Emergency CAC Backup Services**
  - Set up reports to include statistics identified in sample reports.
- **Deliverable 7: Schedule of report delivery, along with a sample report.**

Task 2 – CAC Set-up (Physical Plant, Equipment and Software)

- Install, and test Telecommunication Device for the Deaf (TTY/TDD) equipment
  - The Contractor shall equip each terminal with a screen-based TDD messaging feature so that any operator position can handle a TDD transmitted call from the call box. A TDD uses the TTY communication format, which is standard throughout the world. In cases where the call box caller asks the operator to send a message to a friend and/or family member who uses a TDD, the Contractor must be able to communicate with the TDD caller directly from the CAC's computer terminals. The TTY/TDD messaging feature should be fully integrated with the custom screens, and shall be capable of accepting calls from all San Bernardino, Riverside and Orange SAFE TTY call boxes.

- Install, and test custom screens
  - Contractor shall provide San Bernardino SAFE and CHP with all necessary licenses for application development software covering all the intended uses, with renewable terms covering, at a minimum, the initial term of the contract resulting from this RFP plus the possible extension periods. Contractor, with San Bernardino SAFE staff assistance, shall obtain the CHP's CAD database describing call box locations. San Bernardino SAFE, through its call box maintenance provider, shall notify Contractor of any changes to the call box location or other information to update the CAC's call box location database.

  - Existing call management screens currently follow SAFE's scripting, which was developed jointly with CHP to support the Call Type Matrix and protocols. Contractor shall make changes to custom screens only following approval from San Bernardino SAFE. When screen changes are approved, all documents and training shall be updated to reflect the changes.

  - Continue the use of RMS for CHP and San Bernardino SAFE, and provide new capability for RCTC and OCTA SAFEs.

- The RMS web page accessible to San Bernardino SAFE shall have the ability to download recorded digital voice logs of the call, retrievable via the 24-hour log or by search. The webpage shall also allow sorting of incidents by all fields including County (San Bernardino, Riverside, Orange) but not limited to highway, time, operator, and incident type. CHP shall also be able to sort and refresh their screens as needed in order to find, track and monitor specific events.

- Test integrated system
  - Contractor shall develop a test plan, which specifies what shall be tested and what metrics will be used to determine Pass/Fail, as well as a testing schedule, in cooperation with San Bernardino SAFE. A San Bernardino SAFE staff member must be present at the test unless otherwise authorized in writing by San Bernardino SAFE. Contractor shall fully document each test conducted and shall document and provide San Bernardino SAFE the results of the test. Upon completion of the tests, contractor shall provide San Bernardino SAFE with detailed reports on the results of all tests, explanations of any failures, and remediation plans if necessary. Testing shall include, but not be limited to, receiving calls from call boxes, screen flow, CHP/SAFE connectivity by remote and voice, system alerts, call recording, data base population and report generation.
  - **Deliverable 8: Equipment Installation, Test Schedule and Test Result Report**

Task 3 – Operations Preparation and Set-up

- Record actual calls at existing CAC for training
  - Contractor in cooperation with the San Bernardino SAFE Project Manager and the existing CAC contractor will monitor and record actual calls received at the existing CAC. These calls will be used for training purposes at the new CAC.

- Call scripts
  - Contractor shall use the existing call scripts as detailed in the current Operations Manual. Changes to call scripts can only be made with approval by SAFE, and must logically prompt operators for caller responses and include fields for all necessary information for assistance. A sample screen design is shown in *Appendix A-3*, Sample Incident Screen Design. All new or revised call scripts must be presented to San Bernardino SAFE for approval.
  - **Deliverable 8: Call Box Operator Call Scripts**

- Provide, train, and test CAC staff
  - Contractor shall work closely with San Bernardino SAFE staff and CHP to hire (if needed), train, and test qualified and competent CAC supervisors and operators. Operators may be trained in one or two weeks depending on experience, and must be tested for proficiency. Training will also include listening to actual calls from the existing CAC as well as answering test calls.

Contractor shall notify San Bernardino SAFE of the training schedules throughout this contract and San Bernardino SAFE may monitor and/or attend any of the training sessions. In the event San Bernardino SAFE designates one of its employees to attend training, contractor shall provide the same training to the San Bernardino SAFE employees as the CAC staff for this project.

- **Deliverable 9: Staff list, operator schedule, training schedule, testing protocols and evaluation mechanisms used to declare new operators ready for service.**

- Establish translation services
  - Contractor is required to have at least one Spanish-speaking operator on shift 24 hours a day. Failure to do so is a material breach of contract. If a language is needed that is not spoken by the Contractor's operator staff, a translation service must be used. Additional translation services must be provided through a telephone number accessible 24 hours a day, 365 days a year. Contractor shall ensure proper documentation of usage, including date, time, language, and duration of each call and provide totals by minutes and amount, as a part of the monthly invoice.
  - **Deliverable 10: Executed, Compliant Contract for Translation Services**

Task 4 – CAC Test Operations

- Verify that telco switching has gone into effect, redirecting call box calls to the new location.
- Verify that calls (including TDD calls) can be received, answered, transferred, closed; that screens work and flow properly; that information is properly relayed to CHP live or by remote as specified; that call information is properly stored in the data base and properly retrieved into reporting software; that alerts and monitoring systems are working; that back-up power and other back-ups are working.
- Attend CAC implementation meetings, in person. The purpose of these meetings will be to discuss the CAC operation, coordination with CHP and San Bernardino SAFE, program problems as well as areas of success.
- Develop monthly data report. The purpose of these reports is to count, track and categorize the various ways in which calls are handled following the format in *Appendix A-4*, Sample Call Type Report:
- **Deliverable 12: Call Type Reports for fixed callbox calls.**

Task 5 – CAC Monitor Operations Post-Start-Up

- Provide trained staff and test additional staff

- Monitor program operations and implement any necessary corrective actions
  - In cooperation with San Bernardino, Riverside and Orange SAFEs and CHP, Contractor shall monitor operational statistics, report and address operational

problems as they occur, and implement any necessary corrective actions to address problems identified.

- Contractor shall develop and distribute to all project partners a report detailing operational summary statistics (once operations have begun), implementation and operational issues encountered and actions taken to address them within the past month, and the identification of critical issues needing attention in the future.
- Within 30 days of commencing operations, Contractor shall coordinate with San Bernardino, Riverside and Orange SAFEs to conduct an Emergency Preparedness drill.
- **Deliverable 13.: Updated Documentation of Test Results and Corrective Measures Taken**

- Present test results and corrective actions to San Bernardino SAFE Project Manager.

Task 6 – Prepare and Implement Remote Agent Capabilities

- Procure and configure equipment for remote agent
  - Contractor shall be responsible for purchasing equipment and related communications lines (DSL, fractional T1) for the remote agent link from the CAC to all four (Inland, Indio, Barstow, and Orange) CHP communications centers as well as for San Bernardino, Riverside and Orange SAFEs. Please note, all calls to Border Comm Center are sent over live, no RMS at this location. The RMS should include all incidents identified for forwarding to the above agencies in the past 24 hours, and should keep track of the time the message was sent over and when the message was opened by which Comm Center Position. A breakdown of which calls should be transferred to CHP live versus the CHP remote monitor is described in *Appendix A-2*, Call Handling Matrix.
  - **Deliverable 14: Installation of Remote Agent to 4 locations**

- Develop, set, and train on system alerts
  - In all situations when the RMS is not opened by CHP within a certain amount of time, the CAC shall receive an audible alert. Operators are to be trained to recognize and respond to these alerts.

- Develop remote agent summary report
  - Contractor shall develop a summary report for San Bernardino, Riverside and Orange SAFE approval of remote agent and overall CAC operating statistics, operational issues encountered, and corrective actions taken.
  - **Deliverable 15: Remote Agent Summary Report**

PHASE II: CAC Operations

The implementation schedule for Task 7 is subject to the successful accomplishment of Contractor activities and service goals to prepare for post start-up operations. If San Bernardino SAFE deems the selected Contractor has met the requirements of Phase I, the selected Contractor shall provide an updated implementation schedule that meets or precedes the **January 1, 2012** transition date. If the

selected Contractor has not completed Phase I, it shall proceed with each addition to service under Task 5 and Task 6 only with the approval of the San Bernardino, Riverside, and Orange SAFEs.

There will be an on-going evaluation as part of the test and transition period when call box calls are being transferred from the existing Call Answering Center contractor. The CAC will only be permitted to increase the percentage of calls handled with the approval of San Bernardino, Riverside and Orange counties SAFE.

San Bernardino, Riverside and Orange SAFEs will be the manager of this project and will direct the efforts of the selected contractor. The SAFEs will also coordinate efforts being conducted at the existing CAC to transfer services to the new CAC during both the initial and ongoing phases of the program.

Task 7 – Continuing CAC Operations

- Continue operations and staffing activities
  - Contractor shall periodically revise and update operational and training documents (e.g. training manuals, policies and procedures manuals) on an as needed basis in reaction to changes made in operational procedures. The Operations Manual as approved and revised shall remain the property of San Bernardino, Riverside and Orange SAFEs. San Bernardino SAFE shall be provided a copy of the training manual for review and approval, and will retain ownership of the documents.
- Monitor program operations and implement any necessary corrective actions
- Attend SAFE meetings
  - Monthly meetings with the San Bernardino SAFE's Representative and other interested parties, at a standard day and time. These meetings will encompass focused and informal discussions concerning scope, schedule, progress of Services, relevant issues, cost issues, and future Project objectives.

- If and when required by the SAFE, CONSULTANT shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services.
-
- Bimonthly system tests
  - Contractor shall test all operational and backup CAC systems to ensure their proper functional health. Testing procedures shall be determined in cooperation with the Project Manager.
- Submit Report of Statistics Monthly
  - All reports must be able to be customized and reflect hourly, daily, weekly, and monthly calculations. Reports are due to SAFEs no later than 12:00 p.m. on the 10th of each month. The following (subject to change) shall be included in the monthly reports:
    - Number of calls received per month broken down into type of incident, as detailed in *Appendix A-4,* Sample Call Type Report
    - Number of calls received, answered, and abandoned

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        - Number of calls transferred to each CHP center, or other parties, by County of origin
        - Call answer delay for each call type
        - Average talk time and hold time
        - Calls made using the translation service provider
        - CAC staffing or occupancy by time interval
        - Include a narrative, which addresses unusual call activity, system issues, staffing issues, or other particulars that may be of interest.
    - Contractor shall make Automatic Call Distributor (ACD) data available to San Bernardino, Riverside and Orange SAFEs if requested.
    - Digital recordings of calls shall be kept on CD, DVD, or hard disk for a period of three years. All calls generated from the San Bernardino, Riverside and Orange SAFEs shall be accessible via the RMS as described in Task 2 of which SAFE's quality assurance audit shall select a random selection of calls for call auditing (for use in Level of Service rating). All calls shall be recorded, time stamped, and given a unique identification number that can be cross-referenced with other computer and paper data records and files, and the recordings available for download via the remote agent. All San Bernardino, Riverside and Orange SAFEs records shall be kept confidential and separate from existing CAC records. Databases and call recordings shall not be comingled with records from any other business operations conducted by the contractor.
    - **Deliverable: Monthly Report of Statistics and Availability of Recorded Calls for Inspection**
- Develop or Provide System Maintenance Schedule and Plan
    - Contractor shall establish a system maintenance schedule and plan that will ensure all equipment is kept in functioning order, as well as planned system and workstation upgrades to ensure call answering needs are met. The maintenance schedule and plan must be submitted to San Bernardino, Riverside and Orange SAFEs for approval.
    - Plans or known needs for replacement of hardware shall be submitted to SAFE every February or as requested for budgeting purposes.
    - **Deliverable: Draft and Final System Maintenance Schedule and Plan**
- Develop or Provide Failure Notifications
    - Should any portion of the CAC operations fail, Contractor must contact San Bernardino, Riverside and Orange SAFEs within the timeframe set forth in the failure notification procedures. The procedures must be submitted to San Bernardino SAFE for approval and shall be included in training and drills as appropriate.
    - **Deliverable : Failure Notifications**
- Submit Staff Training/Staff Changes Report Quarterly
    - Contractor shall submit reports and schedules of staff training and staff changes in the CAC on a quarterly basis.
    - CAC will maintain a training plan that is thorough and will cover key training elements such as, but not limited to;
        - active listening,

        - understanding of the call box caller's point of view,
        - CHP point of view,
        - descriptions and pictures of call boxes,
        - call management protocol,
        - system trouble recognition and reporting,
        - back-up procedures,
        - when to seek help,
        - performance requirements and performance measures,
        - how to handle translation needs,
        - special procedures for big rigs/motor homes/motor coaches, and
        - other topics that emerge during the development of the system.
    - **Deliverable : Quarterly Staff Training and Changes Report**
- Abide by all protocols and requirements for responding to inquiries about specific events by law enforcement, legal representatives, the Court system, or the press, as set forth in the Operations Manual.
    - Include protocols for these situations in all future revisions of Operations Manual
    - Include in training materials for all operators and supervisory staff
- If Service is Discontinued:
    - Contractor shall discontinue all affected Services as directed in the Notice or as otherwise provided on the Contract and deliver to the San Bernardino SAFE all Equipment, Documents and Data. All plans, specifications, studies, drawings, estimates, equipment, materials, data and databases, and other documents, records or works of authorship pursuant to this Contract, fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, software, or data magnetically or otherwise recorded on computer diskettes, prepared by or purchased on behalf of Contractor shall be submitted to SAFE as directed. CONTRACTOR shall be responsible for finalizing any and all reports or documents identified in the Scope of Services and shall include any and all outstanding issues.
- Possible development and implementation of 511 calls (Mobile Call Box Calls) being directed to Call Center.
    - OCTA is in development and may select at a later date to have the "motorist assistance" type calls received through the 511 system directed to the Call Center for assistance.

Appendix A-1: Minimum Requirements for CAC

At a minimum, the selected Contractor shall provide a CAC that meets the following technical requirements:

- An Automatic Call Distributor (ACD) capable of prioritizing call box calls as first priority, giving recorded announcements to calls on hold, and allowing for remote monitoring of calls;
- Digital Centrex, PBX, or T1 lines capable of handling at least six simultaneous incoming call box calls. These lines should be provisioned as "emergency" and "ground start" and also allow for multi-way and conference calling, automatic call back, caller identification, and speed

dialing. Calls should be automatically routed to a backup center should the CAC or lines go down;

- Three power fail telephone lines to ensure a link is maintained between the CAC and CHP in the event of a power failure or emergency;
- Capability to report individual call statistics for each call received, including but not limited to answer delay time, call duration, and call classification, this data to copied and burned on to CD-ROMs or DVD-ROMs for voice log archiving for each of the SAFEs;
- Local Area Network connecting all workstations to the central server(s) at internal speeds of 100 Mbps;
- Emergency power back up system capable of supplying electricity to the entire CAC operation for four hours in the event of a power outage, including uninterruptible power supplies to supply electricity between the power failure and the backup system coming online;
- Access to technical support during normal business hours within 3 hours, or 8 hours outside of normal business hours. Technical support shall be able to troubleshoot and solve hardware, networking, database, and software issues effectively and in a timely manner, as approved by San Bernardino SAFE.
- 24-hour Spanish-speaking staff and translation service.
- The Level of Services requirements that will be met by CAC to include the following:
    - 75% of all calls will be answered within 20 seconds
    - 98% of all calls will be answered within 90 seconds
    - 100% of all calls will be answered within 2 minutes
    - Average answer time for all calls will be 15 seconds or less
    - The average peak period calls will be answered in 20 seconds or less (note peak periods are 6 am to 10 am and 3 pm to 7 pm).
    - Lost calls will be limited to less than 3% off all calls.
    - No more than 2 days in a month where 10% of calls take 90 seconds or more to answer

EXHIBIT "B"

COMPENSATION AND PAYMENT

The AUTHORITY and SAN BERNARDINO COUNTY SAFE agree to share the call box answering services center costs as set forth below:

I. PHASE I - The AUTHORITY and SAN BERNARDINO COUNTY SAFE agree to share the call box answering services center costs incurred for Phase I under the "Primary Agreement" as follows:

a. AUTHORITY shall reimburse SAN BERNARDINO COUNTY SAFE $11,250 of the Phase I invoices paid by SAN BERNARDINO COUNTY SAFE. Said invoices will be submitted by Contractor to SAN BERNARDINO COUNTY SAFE within 10 days of the completed and accepted milestone.

b. Phase I includes the following activities:
   1. Planning and design,
   2. CAC setup,
   3. Pre-operational prep,
   4. CAC test operations
   5. Development of questions and location screens for Go511 mobile call box feature,
   6. CAC operations roll-out, and
   7. Implementation of remote agents.

c. Phase I deliverables include:
   1. Final Facilities and Systems Plan
   2. Final training material, including Go511 mobile call box
   3. Final emergency operating procedures and preparedness plan4. Executed contract for emergency CAC backup services
   5. Schedule of report delivery, along with sample report
   6. Equipment installation, test schedule, and test result report
   7. Call box operator call scripts, including location scripts for Go511 mobile call box
   8. Staff list, operator schedule, training schedule, testing protocols, and evaluation mechanism
   9. Executed contract for translation services
   10. Call type report
   11. Installation of remote agents to 4 locations
   12. Remote agent summary report

II. PHASE II - The AUTHORITY and SAN BERNARDINO COUNTY SAFE agree to share the call box answering services center costs incurred for Phase II under the "Primary Agreement" as follows:

a. The AUTHORITY shall reimburse SAN BERNARDINO COUNTY SAFE for the actual number of calls answered by the Contractor from stationary call boxes located in Orange County based on the following rate per call:

Initial Term	Rate per call
Fiscal Year 2011-12	$4.85
Fiscal Year 2012-13	$5.01
Fiscal year 2013-14	$5.17

Option Terms	Rate per call
Fiscal Year 2014-15	$5.33
Fiscal Year 2015-16	$5.45
Fiscal Year 2016-17	$5.57

b. The AUTHORITY shall reimburse SAN BERNARDINO COUNTY SAFE for the actual number of calls answered by the Contractor transferred from Go511 based on the following rate per call:

Initial Term	Rate per call
Fiscal Year 2011-12	$5.12
Fiscal Year 2012-13	$5.18
Fiscal year 2013-14	$5.24

Option Terms	Rate per call
Fiscal Year 2014-15	$5.31
Fiscal Year 2015-16	$5.38
Fiscal Year 2016-17	$5.45

c. The AUTHORITY shall reimburse SAN BERNARDINO COUNTY SAFE for the actual costs associated with annual maintenance and cleaning of equipment located at the Orange County Transportation Management Center and the AUTHORITY. These costs shall not exceed $750 for Fiscal Year 2011-12 plus mileage reimbursement at the current year's Internal Revenue Services mileage reimbursement rate. The maintenance and cleaning costs shall escalate at a rate of three percent per fiscal year.

d. The AUTHORITY shall fully reimburse SAN BERNARDINO COUNTY SAFE any programming costs it requests. Any programming costs requested by all Parties that benefit all Parties shall be shared equally. The rate for fiscal year 2011-12 shall be $60 per hour to be escalated by three percent each fiscal year thereafter.

b. Phase II is the operational element and includes the following activities:
   1. staffing and training,
   2. commencing actual operations of the call center, all monitoring and statistical data collection elements for performance monitoring must be in place prior to beginning Phase II,

3. annual maintenance and cleaning of equipment located at traffic management centers and call box providers' locations, and
4. programming based on the needs of the call box program.

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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: 45

Date: March 7, 2012

Subject: Sole Source Purchase Order for Transit Operating and Performance Reporting System Maintenance and Support Agreement

Recommendation:* 1. Approve Sole Source Purchase Order No.4000777 with TransTrack Systems for the renewal of a Maintenance and Support Agreement for computer tracking of Transit Operating and Performance Reporting System in the amount of $12,000

2. Authorize the SANBAG Executive Director to enter into purchase order 4000777 for Transit Operating and Performance Reporting System Maintenance and Support Agreement, and to renew this PO annually until the cumulative total reaches the Executive Director's authority of $50,000 under SANBAG Policy 11000.

Background: At the February 16, 2012 Commuter Rail and Transit Committee Meeting, SANBAG Counsel suggested changing "Recommendation 2," to read as stated above. The Commuter Rail and Transit Committee reviewed and recommended the change. Per SANBAG policy, agreements are to be executed by the Board President; however, this agreement is an annual renewal of software maintenance and would be more typical of renewal fees paid as an invoice.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply

BRD1203c-mmm
Attachments:
PO4000777-mmm

In June 2005, the SANBAG Board approved the purchase of the TransTrack Systems for Transit Operating and Performance Reporting. This procurement was performed based on the acknowledged attempts to implement the Transit Operating and Performance Reporting System (TOPRS) and recommendations from SANBAG's FY2000-2002 Triennial Performance Audit.

Currently all six transit systems have the TransTrack Operating and Performance Systems within the County as well as SANBAG. To continue the use of TransTrack and enable SANBAG staff to monitor the performance of each transit system and if necessary, make recommendations to improve performance SANBAG needs to renew a yearly maintenance and support agreement.

Sole Source Justification: Due to the proprietary nature of the Transit Operating and Performance Reporting System, this will be a sole source procurement.

Financial Impact: This item is consistent with the FY 11/12 budget. The charging task is 309 being funded by General Fund – LTF Planning

Reviewed By: This item was reviewed and recommended for approval by the Commuter Rail and Transit Committee meeting on February 16, 2012. This Item has been reviewed by SANBAG Contracts Manager and SANBAG Counsel.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1203c-mmm
Attachments:
PO4000777-mmm

265 Belmont Avenue
Long Beach, California 90803
Telephone Number (562) 987-4755
Fax Number (562) 987-4756
Web Address: www.transtrack.net

September 30, 2011

Mr. Mitchell Alderman
San Bernardino Associated Governments
1170 W. Third Street, 2nd Floor
San Bernardino, California 92410

Subject: FY 2012 Renewal of End User License Maintenance & Support Agreement (Amendment 006)

Dear Mr. Alderman:

The San Bernardino Associated Governments (SANBAG) has the opportunity to renew the End User License ("License") Agreement with TransTrack Systems®, Inc. with the payment for fiscal year 2012 Maintenance and Support.

In accordance with Article IV Section 6 of the current End User License Agreement, upon notice prior to the expiration of the current term of the License accompanied with payment for a renewal, SANBAG will be able to continue to use the proprietary Software, TransTrack Manager®/Transit Performance Manager™.

Exhibit F of the License provides the range of fees which may be charged by TransTrack for a renewal of the Maintenance and Support portion of the License.

The fee for a renewal is $12,000 for the level of support specified in the License Agreement. Additional services requested, other than those set forth in the description of Maintenance and Support, will be subject to an additional fee.

Once this letter is fully executed by both TransTrack Systems®, Inc. and an authorized representative of SANBAG, and TransTrack has received the $12,000 payment, it will serve to renew the End User License for the 2012 fiscal year term, subject to all other terms and conditions of the End User License remaining the same.

This letter shall also amend Exhibit F of the License by adding the following sentence:

"Annual Maintenance and Support Fee for July 1, 2011 – June 30, 2012: $12,000."

All other terms and conditions of the License shall remain in full force and effect.

AGREED AND ACCEPTED

TransTrack Systems®, Inc.

_____

Mary Sue O'Melia
President

Date: _____

AGREED AND ACCEPTED

San Bernardino Associated Governments

_____

Ty Schuiling
Interim Executive Director

Date: _____

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: 46

Date: March 7, 2012

Subject: Release of Invitation-For-Bid IFB C12217

Recommendation:*

1. Approve the Eastern Maintenance Facility Expansion plans and specifications: and
2. Authorize the release of Invitation For Bid (IFB) C12217 to obtain construction bids for the expansion of the Southern California Regional Rail Authority's Eastern Maintenance Facility (EMF) pending final review and approval of SANBAG Legal Counsel and Contracts Manager.

Background:

As part of the extension of Metrolink service to the Downtown San Bernardino Transit Center (SBTC), expansion of the EMF must be completed first. This will allow the current Metrolink overnight train storage at the San Bernardino Depot to be moved to the EMF clearing the way for the subsequent construction of the extension to the SBTC. The construction work performed under this IFB must be started as soon as possible in order to allow for the Lytle Creek channel reconstruction during the upcoming summer months. Should this window be missed, the project would incur additional costs in construction and consulting fees and would delay the construction start of the Metrolink extension to the SBTC.

Over the past several months, staff, legal counsel, contracts, and the design and construction manager consultants have been working together in developing the IFB documents. Since this type of work is new to SANBAG, longer than normal

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1203a-maa

preparation time is required. Therefore, staff is requesting the authorization to release IFB C12217 pending the final review and approval of SANBAG Legal Counsel and Contracts Manager.

Financial Impact: No impact at this time but will be included when the award of contract is brought to the Committee and Board at a later date.

Reviewed By: This item was approved by the Commuter Rail and Transit Committee on February 16, 2012. This item has also been reviewed by SANBAG's Contracts Manager and SANBAG Counsel.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

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

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Mayor, South Pasadena
Cities of Los Angeles County/
Eastern Region

Jane W. Carney
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Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Ronald O. Loveridge
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Cities of Riverside County

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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

February 8, 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 February 3, 2012 AQMD Governing Board meeting.

PUBLIC HEARING ITEM AT THE FEBRUARY 3, 2012 BOARD MEETING

Receive Public Input on Executive Officer's Proposed Program Goals/Objectives for FY 2012-13
A set of priority goals for the FY 2011-12 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.

Votes: 10 Yes; 0 No; 0 Abstain; 3 Absent

PUBLIC HEARING ITEM SCHEDULED FOR THE MARCH 2, 2012 BOARD MEETING

Amend Rule 1470 – Requirements for Stationary Diesel-Fueled Internal Combustion and Other Compression Ignition Engines
The proposal would amend Rule 1470 in response to the 2007 and 2011 amendments to the state Airborne Toxic Control Measure (ATCM) for Stationary Compression Ignition Engines and the Board's direction on October 7, 2011. The key amendments primarily impact new stationary emergency standby diesel engines NOx and PM requirements. The NOx emission limits would be removed due to technical feasibility, and PM requirements would be retained for engines located near sensitive receptors. Other amendments are also proposed to directly reference the ATCM or to coincide with the ATCM amendments.

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. All Policy Committee Chairs are included in this policy committee. 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 will be added to maintain geographical balance. 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 Pat Morris, San Bernardino* (Chair - CRTC) Jim Harris, Twentynine Palms (Chair - MDC) Richard Riddell, Yucaipa (Chair – MPC) Bill Jahn, Big Bear Lake (Chair - PPC) 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 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 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

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
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 Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2012) Indeterminate (6/30/2012) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
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) Michael Tahan, Fontana (Vice 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 Alan Wapner, Ontario Dennis Yates, Chino Sarah Zamora, Colton	Indeterminate (6/30/2012) Indeterminate (6.30/2-12) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
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

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 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