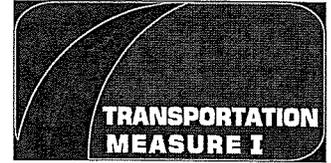




San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
Phone: (909) 884-8276 Fax: (909) 885-4407
www.sanbag.ca.gov



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

AGENDA

Major Projects Committee

April 12, 2012

9:00 a.m.

Location:

SANBAG Offices

The Super Chief Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Major Projects Committee Membership

Chair

Dick Riddell, Mayor
City of Yucaipa

Pete Aguilar, Mayor
City of Redlands

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Vice-Chair

Michael Tahan, Council Member
City of Fontana

Paul M. Eaton, Mayor
City of Montclair

Ed Scott, Mayor Pro Tem
City of Rialto

Ed Graham, Council Member
City of Chino Hills

Walt Stanckiewicz, Mayor
City of Grand Terrace

Neil Derry, Supervisor
County of San Bernardino

Larry McCallon, Mayor
City of Highland

Alan Wapner, Council Member
City of Ontario

Josie Gonzales, Supervisor
County of San Bernardino

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Dennis Yates, Mayor
City of Chino

Gary Ovitt, Supervisor
County of San Bernardino

Pat Morris, Mayor
City of San Bernardino

Sarah Zamora, Mayor
City of Colton

Janice Rutherford, Supervisor
County of San Bernardino

Ray Musser, Mayor
City of Upland

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
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee
April 12, 2012
9:00 a.m.

LOCATION:
Santa Fe Depot
The Super Chief Room

1170 W. 3rd Street, 2nd Floor, San Bernardino

CALL TO ORDER – 9:00 a.m.
(Meeting chaired by Mayor Dick Riddell.)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of April 12, 2011. Pg. 8

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 13

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

3. **Construction Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, C.C. Myers Inc., Pacific Restoration Group, Republic ITS and Beador Construction.** Pg. 17

Review and ratify change orders. **Garry Cohoe**

Discussion Calendar

4. **North Milliken Avenue/Union Pacific Railroad (UPRR) Grade Separation Project in the City of Ontario** Pg. 20

Approve Amendment No. 2 to Contract No. R10195 with City of Ontario for construction of the North Milliken Grade Separation Project.

Paula Beauchamp

5. **I-10 Tippecanoe Avenue Interchange** Pg. 27

1. Authorize the Director of Project Delivery to advertise Invitation for Bids C12196 in May, 2012 to obtain construction bids for the Interstate 10/Tippecanoe Phase 1 Interchange project.

2. Authorize staff to proceed directly to Board without prior Major Projects Policy Committee approval for the award of Construction Contract No. C12196 for the construction of the Interstate 10/Tippecanoe Phase 1 Interchange project.

3. Authorize staff to proceed directly to SANBAG's Board for discussion and approval of an Amendment to Cooperative Agreement No. C12183 "Funding Summary" which will depict CMIA funds in lieu of all or a portion of the STPL funds, without prior Major Projects Policy Committee approval.

4. Direct staff to develop a new project funding agreement with the Cities of Loma Linda and San Bernardino to provide replacement funding for the share of Inland Valley Development Agency set forth in Agreement R10200 and to take this new agreement directly to the Board for discussion. **Paula Beauchamp**

6. **Interstate 215 (I-215) North Landscaping Cooperative Agreement** Pg. 30

Approve corrected funding amount in Cooperative Agreement No. C12177 with Caltrans for the landscaping of the Interstate 215 (I-215) corridor through the City of San Bernardino for the preconstruction phases of this project. The agreement describes the roles and responsibilities of each party and commits up to \$2,440,000 in Measure I Valley Major Projects funds.

Paula Beauchamp

7. Interstate 15/Interstate 215 Devore Junction Goods Movement Project Pg. 64

1. Approve Agreement No. C12231 and the Bill of Sale for the purchase of 76 credit acres of mitigation credits from Vulcan Materials Company at a net unit cost of \$175,000 per acre for a total cost of \$13,300,000 to satisfy U.S. Fish & Wildlife Service (USFWS) and California Department of Fish & Game (CDFG) mitigation requirements for the Interstate 15/Interstate 215 Devore Junction Goods Movement Project.

2. Approve acceptance of a charitable contribution defined as the value difference between market value for the credits and the cash purchase price for a total \$5,700,000.

3. Approve an increase of \$13,300,000 in the SANBAG Fiscal Year 2011-2012 budget for Task 0880 using \$13,300,000 in Measure I 2010-2040 Cajon Pass. **Paula Beauchamp**

8. Amendment No. 1 to Contract No. C03055 with Riverside County Transportation Committee (RCTC) on the Interstate 215 (I-215) Project Pg. 75

1. Approve Amendment Number 1 to Contract C03055 with RCTC to terminate the contract and to relieve RCTC from any funding obligations relative to the analysis and development of the I-215/Barton Road and I-215/Washington Street interchange improvement projects.

2. Authorize the remittance of Two Hundred Ninety Six Thousand Seven Hundred Forty Nine Dollars and Forty Cents (\$296,749.40) to RCTC as a refund of monies inaccurately billed and paid by RCTC to SANBAG.

Khalil Saba

9. Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project and the Newport Overcrossing Bridge Replacement Pg. 85

1. Approve an increase in Right-of-Way cost of \$340,000 to cover the additional costs associated with acquisition of properties needed for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project.

2. Approve an increase in Right-of-Way cost of \$762,000 to cover additional costs associated with acquisition of properties needed for the Newport Overcrossing Bridge Replacement, part of the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project.

Khalil Saba

10. Interstate 215 (I-215)/Barton Road Interchange Project; Plans, Specifications, & Estimates (PS&E), and Right-of-Way (ROW) Phases Pg. 88

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

Khalil Saba

11. Pepper Avenue Extension Project in the City of Rialto Pg. 118

Approve Amendment No. 4 to Cooperative Agreement No. C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from November 30, 2012 to April 1, 2013.

Khalil Saba

12. Right-of-Way Appraisals and Acquisition for the Laurel Street Grade Separation Project Pg. 126

1. Approve appraisals on properties needed for the Laurel Street Grade Separation Project for one permanent easement, one partial acquisition, three temporary construction easements, utility easements, and one access easement on four properties in the City of Colton as identified in Attachment "A", copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of parcels needed for the Laurel Street Avenue Grade Separation Project as listed in Attachment "A" at a not to exceed aggregate amount of \$3,972,200 for a total allowance for property acquisition of \$5,070,750.

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 Laurel Street Grade Separation Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507).

Khalil Saba

13. Amendment No. 1 to Contract No. C09179 with Advantec Consulting Engineers, Inc., for Design and Implementation for Coordinated Traffic Signal System Program Tiers 3 & 4 Pg. 152

1. Approve Amendment No. 1 to Contract No. C09179 with Advantec Consulting Engineers, Inc., for Design and Implementation for Coordinated Traffic Signal System Program Tiers 3 & 4 to increase the contract amount by \$74,617 to \$2,662,549 and modify the scope of work.

2. Approve budget amendment to increase Task No. 0701 Valley Signal Coordination Program by \$74,617 from Congestion Mitigation Air Quality (CMAQ) funds. **Philip Chu**

14. Borrowing to Expedite Freeway Interchange and Arterial Project Delivery in the Valley Subarea Pg. 157

Receive information and provide direction on issues related to borrowing to expedite freeway interchange and arterial project delivery in the Valley subarea.

Steve Smith

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Acronym Listing

Pg. 205

ADJOURNMENT

**The Next Major Projects Committee Meeting:
May 10, 2012**

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, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

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 Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item 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. "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



- 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: April 12, 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:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties

*

	<p><i>Approved</i> Major Projects Committee</p> <p>Date: <u>April 12, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
MPC1204z-gc

3-A (Cont.)	C09196		Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcolm Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
3-B	C10007	C.C. Myers Inc. <i>Daniel E. Himick</i>	DC Hubbs Precision Survey Power Plus Moore Electrical Statewide Cruco Paving Diversified Landscape La Londe

3-B (Cont.)	C10007		<p>RMA Pavement Recycling Systems CMC Rebar Kirby Cal Stripe Top of Line Sweeping Harbor Companies CGO Construction Concrete Coring Jo Jo trucking Riley Trucking G & F Concrete Cutting SRD Engineering Cooper Engineering Pipeline Calmex Engineering Gwinco CTM Construction Asher Avar Competitive Edge Engineering Hyatt Development Coral Construction Blue Iron Fisk K & B Boring Custom Rock Cross-town Electrical and Data Dorado & Dorado Goss Construction</p>
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3-B (Cont.)	C10007		Dywidag Systems Construction Rock Structures VT Electric Wilson Bros Trenching AC Dike Co. Alcorn Fence Amber Steel EBS utilities Jezowski and Arkey Constructors Penhall Company
3-C	C10198	Republic ITS <i>James A. Wagner</i>	None
3-D	C10190	Beador Construction <i>David Beador</i>	Cooper Engineering Cal-Stripe CGO Construction Bay Area Drill Golden State Boring United Steel Placers Diversified Landscape DC Hubbs Competitive Edge Electrical Murphy Industrial Coatings Sun Quest General Engineering V-Ditch Construction
3-E	C11004	C.C. Myers, Inc. <i>Daniel E. Himick</i>	Alcorn Fence Company Cal-Stripe Foundation Pile, Inc. Integrity Rebar Ecologic Landscape Elite Bobcat Services MSE Retaining Systems

3-E (Cont.)	C11004		Murphy Industrial Coatings Sierra Pacific Electrical Visual Pollution Technologies
7	C12231	Vulcan Materials Company <i>Michael Linton</i>	None
12	N/A	RJ & R Partnership APN 0160-241-56 APN 0160-241-59 Thomas Hayward APN 0160-241-57 APN 0160-241-58 Laurel Miller, LLC APN 0160-242-24 Bordwell Investment, LLC APN 0160-161-01	None
17	C09179-01	Advantec Consulting Engineers, Inc. <i>Leo Lee</i>	TransCore Inc. System Integrated Inc. RBF Consulting Hartzog-Crabill Inc. JM Diaz Inc. TEP Inc.

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.

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD -- 2012

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	X	X	X									
Ray Musser City of Upland	X	X	X									
Janice Rutherford Board of Supervisors	X											
Sarah Zamora City of Colton	X	X	X									
Rhodes "Dusty" Rigsby City of Loma Linda	X	X	X									
Walt Stanckiewitz City of Grand Terrace	X	X	X									
Pete Aguilar City of Redlands	X	X										
Josie Gonzales Board of Supervisors	X	X	X									
Neil Derry Board of Supervisors		X	X									
Larry McCallon City of Highland	X		X									
Patrick Morris City of San Bernardino	X	X	X									
Ed Graham City of Chino Hills	X	X	X									
Michael Tahan City of Fontana	X	X										
Gary Ovitt Board of Supervisors		X	X									

X = Member attended meeting.
mpcatt2012.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
Page 1 of 2

**AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2012**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X	X										
Ed Scott City of Rialto												
Alan Wapner City of Ontario	X	X	X									
L. Dennis Michael City of Rancho Cucamonga	X		X									
Dennis Yates City of Chino	X	X	X									

**AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2011**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	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
Janice Rutherford Board of Supervisors		X					X	X	X	X		X
David Zamora City of Colton	X	X			X	X	X					
Sarah Zamora City of Colton										X		X
Rhodes "Dusty" Rigsby City of Loma Linda	X		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
Jon Harrison City of Redlands	X	X	X	X			X					
Pete Aguilar City of Redlands									X		X	X
Josie Gonzales Board of Supervisors	X		X	X		X	X	X	X		X	X
Neil Derry Board of Supervisors <i>(Self Suspension 5/3/2011)</i>	X	X	X	X								
Larry McCallon City of Highland	X		X	X	X	X	X	X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X	X	X	X	X	X	X	X

X = Member attended meeting.
mpcatt2011.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
Page 1 of 2

**AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2011**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Ed Graham City of Chino Hills	X	X		X	X	X	X	X	X	X	X	X
John Roberts City of Fontana	X											
Michael Tahan City of Fontana		X	X	X	X	X	X	X	X	X	X	X
Gary Ovitt Board of Supervisors	X	X		X	X	X	X			X		
Paul Eaton City of Montclair	X	X	X	X	X	X	X	X	X		X	X
Ed Scott City of Rialto	X		X	X		X	X	X		X	X	
Alan Wapner City of Ontario	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		
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X		X

Streets and 9th and H Streets); CCO No. 107, (\$144,330.00 increase for construction of sound Wall No. 122); CCO No. 108, (\$40,540.00 increase to provide for an under drain system for Retaining Wall 116W); CCO No. 109, (\$9,438.14 increase to relocate electrical conduit and SCE service to allow for Stage 2A work to proceed on schedule); CCO No. 110, (no cost/no credit for revisions to Section 8-3, "Welding", of the Special Provisions); CCO No. 111, (\$30,000.00 increase for additional contour grading at the 5th Street bridge); CCO No. 124 Supplement 1, (\$15,000.00 increase for additional funds for temporary asphalt paving to accommodate I-215 northbound 2nd Street off ramp traffic); CCO No. 134, (\$106,387.57 increase for revisions to planned detour due to grade differential between north and south bound I-215 lanes); CCO No. 136, (\$106,000.00 increase for an adjustment of Bid Item No. 10, "Temporary Construction Entrance" in excess of 125%); CCO No. 139, (\$44,353.00 increase for modifications to Drainage System 72 and the addition of Drainage System 151); CCO No. 140, (\$31,921.00 increase for settlement of Notice of Potential Claim No. 13) and CCO No. 141, (\$10,000.00 increase to install temporary bracing for the abutment walls for the 3rd Street Undercrossing).

- B. CN C10007 with C.C. Myers Inc. for the I-10 and Riverside Avenue Interchange reconstruction project: CCO No. 5 Supplement 1, (\$5,000.00 increase for additional funds to relocate additional existing water pipe); CCO No. 35 (\$4,416.50 increase for construction of Drainage System 21); CCO No. 39 (\$1,941.65 increase to upgrade Caltrans Vehicle Detection System computer monitor); CCO No. 43, (\$85,324.87 increase for modifications/additions to various retaining walls and MSE walls due to design oversights); CCO No. 57, (\$8,000.00 increase to compensate contractor for installing a permanent sewer lateral bypass not identified on the plans); CCO No. 29, (\$70,261.64 increase for revisions to irrigation system); CCO No. 59, (\$10,000.00 increase for various items of work required due to field conditions and/or changes requested by the Engineer or the City of Rialto); CCO No. 83, (\$25,000.00 increase for items of work to provide proper drainage along Retaining Wall 322); CCO No. 84, (\$10,000.00 increase to reconfigure raised concrete median on Riverside Avenue to meet ADA requirements at the crosswalk at Valley Boulevard) and CCO No. 86, (\$35,000.00 increase to compensate the contractor for work associated with replacing existing curb, sidewalk, wheelchair ramp and bike-proof drainage grates for ADA compliance).
- C. CN C10198 with Republic ITS for the Tiers 3 & 4 Valleywide Coordinated Signal Program: CCO No. 6, (\$20,380.00 decrease due to the elimination of and decrease to various items of work found to be performed by others prior to construction) and CCO No. 13, (\$32,580.00 increase for traffic controller improvements in various cities to provide for communication to the cities central communications center).

- D. CN C10-190 with Beador Construction Co. for the I-10 Westbound Lane Addition project: CCO No. 20, (\$7,796.60 increase for modifications to Retaining Wall 201 footing to accommodate existing water line and for the removal of buried man-made objects not shown on the plans) and CCO No. 21, (\$5,000.00 increase for maintaining existing and temporary electrical systems in accordance with the project Standard Specifications).
- E. CN C11-004 with C.C. Myers Inc. for the North Milliken Avenue Grade Separation project: CCO No. 9, (\$16,000.00 decrease for storm water risk level reduction from risk level 2 to risk level 1).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 0838, TN 0841, TN 0701, TN 0862 and TN 0882.

Reviewed By: This item will be reviewed by the Major Projects Committee on January 12, 2012 and has been reviewed by SANBAG Legal Counsel as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



- 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: April 12, 2012

Subject: North Milliken Avenue/Union Pacific Railroad (UPRR) Grade Separation Project in the City of Ontario

Recommendation:* Approve Amendment No. 2 to Contract No. R10195 with City of Ontario for construction of the North Milliken Grade Separation Project.

Background: **This is an Amendment to an existing Contract.** In May 2010, SANBAG approved Construction Cooperative Agreement No. R10195 with the City of Ontario which define the roles and responsibilities of the agencies for the construction of the North Milliken Grade Separation Project. The Cooperative Agreement defines the various funding sources, with 80% of the cost being the responsibility of SANBAG and 20% the responsibility of the City. Included in the agreement is a total estimated cost of construction of \$63,000,000.

On June 30, 2010, the California Transportation Commission (CTC) allocated to SANBAG, \$45,089,000 in State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds for construction of the North Milliken Grade Separation Project.

On September 27, 2010, the City of Ontario entered into Agreement No. 75GS6111 with the California Department of Transportation, Division of Rail, to accept a \$5,000,000 Section 190 Grant for construction of the North Milliken

*

*Approved
 Major Projects Committee*

Date: April 12, 2012

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Grade Separation Project. Per provisions of the SANBAG/City of Ontario Construction Cooperative Agreement No. R10195 and SANBAG policy, the Section 190 Grant was to be applied toward reducing the total project construction cost before determining the agencies funding obligations based on the 80/20 cost sharing formula.

In March 2011, SANBAG and the City of Ontario approved Amendment No. 1 to Contract No. R10195 to reduce the parties' financial obligations based on the award of the \$5,000,000 Section 190 Grant; and an additional \$13,600,000 in savings as a result of favorable construction bids. SANBAG intended to reprogram the STIP/RIP savings, but was later informed by CTC that the STIP/RIP funds allocated for North Milliken Grade Separation were to be treated as a grant and any unused funds could not be reprogrammed to other projects, but would instead revert back to the State.

Realizing the importance in utilizing STIP/RIP funds to the maximum extent possible, a revised financial plan has been developed whereby SANBAG will expend an estimated additional \$6,241,910 in STIP/RIP funds on eligible project construction costs to replace a portion of the City's 20% Development Impact Fee (DIF) share of costs. The City will reimburse SANBAG the \$6,241,910 by contributing an additional \$3,129,955 above their required DIF share to the Vineyard Avenue Grade Separation Project and additional \$3,129,955 above their required DIF share to the South Archibald Avenue Grade Separation Project.

Staff recommends approval of the subject cooperative agreement amendment that revises the funding plan to maximize use of STIP/RIP funds on the North Milliken Grade Separation Project.

Financial Impact: Approval of this item is consistent with the Fiscal Year 2011/2012 budget for Task 0882.

Reviewed By: This item will be reviewed by the Major Projects Policy Committee on April 12, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved the item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. R 10195 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and City of Ontario

Contract Description Construction of North Milliken Avenue/UPRR Grade Separation Project

Board of Director's Meeting Date: March 7, 2012
Overview of BOD Action: Approve Amendment No. 2 to Contract No. R10195 with City of Ontario for construction of the North Milliken Grade Separation Project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	15,027,000	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	15,603,073	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	(6,241,910)	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	9,388,163	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 9,388,163

Contract Start Date 5/12/2010	Current Contract Expiration Date 12/31/2012	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0882</u> . <input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? <u>STIP/RIP and City of Ontario Funds</u>	
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds <input checked="" type="checkbox"/> Local Funds <input type="checkbox"/> TDA Funds <input type="checkbox"/> Measure I Funds
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract: This amendment reduces City of Ontario DIF funds by \$6,241,910, replacing those funds with available STIP/RIP funds. The City will apply up to \$6,241,910 on future South Archibald and Vineyard Avenue Grade Separation Projects.</i>	
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes: <input type="checkbox"/> Retention? If yes, indicate % _____. <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal ____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal ____ %	

 Task Manager Signature	3-28-12 Date	 Project Manager Signature	3-20-12 Date
 Chief Financial Officer Signature	4/2/12 Date	 Contracts Manager Signature	4/2/12 Date

Mm
 3/29/12

**AMENDMENT NO. 2 TO
COOPERATIVE AGREEMENT NO. R10195**

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF ONTARIO

FOR

**CONSTRUCTION OF NORTH MILLIKEN AVENUE/UPRR ALHAMBRA
SUBDIVISION GRADE SEPARATION PROJECT ("PROJECT")**

This Amendment No. 2 to COOPERATIVE AGREEMENT R10195 is effective on the "Effective Date" identified herein by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY" and the CITY OF ONTARIO, hereinafter referred to as "CITY," and sometimes individually referred to as "Party" or collectively referred to as "PARTIES."

RECITALS:

WHEREAS, in April 2010, the California Transportation Commission (CTC) allocated to AUTHORITY \$45,089,000 in State Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funds for construction of PROJECT; and

WHEREAS, on May 12, 2010, the PARTIES entered into Cooperative Agreement No. R10195 for the construction of the Milliken Avenue/UPRR Alhambra Subdivision Grade Separation Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, on September 27, 2010, the CITY secured a \$5,000,000 Section 190 Grade Separation Program grant from the State of California Division of Rail for construction of the PROJECT; and

WHEREAS, on March 2, 2011 the PARTIES amended the terms and conditions and their respective roles and responsibilities during the construction of the PROJECT by entering into Amendment No. 1 to Cooperative Agreement R10195; and

WHEREAS, the PARTIES now aspire to maximize use of AUTHORITY's allocated STIP/RIP funds for construction of PROJECT, and apply as a credit, the City of Ontario's unexpended local nexus share of PROJECT construction costs toward AUTHORITY's share of

construction costs for the South Archibald and Vineyard Grade Separation projects currently under development by the PARTIES; and

WHEREAS, the PARTIES will include the additional local nexus share in the South Archibald and Vineyard Grade Separation projects' future construction Coop Agreements; and

WHEREAS, the PARTIES desire to amend the terms and conditions and their respective roles and responsibilities during the construction of the PROJECT by entering into this Amendment No. 2 to Cooperative Agreement R10195.

NOW, THEREFORE, AUTHORITY and CITY agree to amend the Agreement in the following particulars only:

1. Under SECTION I, entitled "CITY AGREES", as previously amended by Amendment No. 1, paragraph 4 is hereby replaced in its entirety by the following:
 - "4. To apply the CITY's unexpended twenty percent (20%) share of the actual costs for CONSTRUCTION WORK up to a total amount of \$6,241,910 as identified in Table C-2 of Attachment 1-2, attached hereto and incorporated herein by this reference, toward the future costs of construction of the South Archibald and Vineyard Avenue Grade Separation Projects. These funds will be applied in equal amounts toward the costs of construction of each project in addition to the CITY's nexus share of construction costs for each project."
2. Under SECTION II, entitled "AUTHORITY AGREES", paragraph 1 is hereby replaced in its entirety by the following:
 - "1. Having received allocation of Regional Improvement Program (RIP) funding obligation through the California Transportation Commission, to contribute up to \$33,767,640 of RIP funds towards AUTHORITY's 80% share plus up to \$6,241,910 of RIP funds towards CITY's 20% share of actual costs of CONSTRUCTION WORK, for a not to exceed total of \$40,009,550 as identified in Tables C-2 of Attachment 1-2, attached hereto and incorporated herein by this reference. "
3. Under SECTION III, entitled "IT IS MUTUALLY AGREED:" as previously amended by Amendment No. 1, paragraph 6 is hereby amended by revising all references to "Attachment 1" to read, "Attachment 1-2", attached hereto and incorporated herein by this reference.
4. Under SECTION III, paragraph 15 as amended in Amendment No. 1 is hereby deleted in its entirety.
5. The "Effective Date" of this Amendment No. 2 is upon the AUTHORITY's execution.

IN WITNESS THEREOF, the PARTIES hereto have caused this Amendment No. 2 to be executed by their respective officials, thereunto duly authorized.

CITY OF ONTARIO

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

Chris Hughes, City Manager

Larry McCallon,
President, Board of Directors

Date

Date

Approved as to Form:

Approved as to Form:

John Brown, City Attorney

Penny Alexander-Kelley,
General Counsel

Attested By:

Concurrence:

Mary E. Wirtes, City Clerk

Kathleen Murphy-Perez
Contracts Manager

ATTACHMENT 1-2

Table A-2 Project Funding Summary

Agreement	SANBAG	City of Ontario		UPRR	Section 190 Grant	Total
		DIF	SCE Rule 20A			
STIP/RIP	\$40,009,550.00					\$40,009,550.00
Ontario Funds		\$750,000.00	\$1,200,000.00			\$1,950,000.00
Railroad Contribution				\$2,161,163.00		\$2,161,163.00
CPUC Grant					\$5,000,000.00	\$5,000,000.00
Total	\$40,009,550.00	\$750,000.00	\$1,200,000.00	\$2,161,163.00	\$5,000,000.00	\$49,120,713.00

Table B-2 Project Cost Summary

Construction Bid (C.C. Myers)		\$27,160,048.00
10% Contingency	+	\$2,716,005.00
Subtotal of base construction	=	\$29,876,053.00
UPRR track work	+	\$11,199,622.00
Subtotal of construction	=	\$41,075,675.00
Kinder Morgan Inspection	+	\$360,000.00
UPRR Flagging	+	\$566,000.00
Construction Management (Nolte)	+	\$4,573,671.00
Contingency (Nolte CM contract)	+	\$595,367.00
Total Construction	=	\$47,170,713.00
SANBAG Administrative Costs 1	+	\$750,000.00
SCE Relocation 2	+	\$1,200,000.00
Total Estimated Project Cost	=	\$49,120,713.00
Less UPRR contribution	-	\$2,161,163.00
Less Section 190 Grant	-	\$5,000,000.00
Total Estimated Cost	=	\$41,959,550.00

1 SANBAG Administrative cost to be paid exclusively with Ontario DIF.

2 SCE relocation costs already paid by Ontario.

TABLE C-2 North Milliken Funding Plan

Contributions		Public Funding		SANBAG		City		
R10195		UPRR	Section 190	STIP	Measure I	DIF	Advance	Rule 20A
City	\$15,027					\$10,968	\$2,859	\$1,200
SANBAG	\$45,812			\$45,089	\$723			
UPRR	\$2,161	\$2,161						
Total	\$63,000							

80/20
SANBAG/City

Amendment 1		UPRR	Section 190	STIP	Measure I	DIF	Advance	Rule 20A
City		\$2,161	\$5,000			\$7,242		\$1,200
SANBAG				\$33,768				
Total	\$49,371	\$2,161	\$5,000	\$33,768		\$7,242		\$1,200

80/20
SANBAG/City

Amendment 2		UPRR	Section 190	RIP	City	Rule 20A	Vineyard and S. Archibald
City		\$2,161	\$5,000			\$1,200	
Admin					\$750		
SANBAG				\$40,010			
Total	\$49,121	\$2,161	\$5,000	\$40,010	\$750	\$1,200	\$6,242



- 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: April 12, 2012

Subject: I-10 Tippecanoe Avenue Interchange

- Recommendation:***
1. Authorize the Director of Project Delivery to advertise Invitation for Bids C12196 in May, 2012 to obtain construction bids for the Interstate 10/Tippecanoe Phase 1 Interchange project.
 2. Authorize staff to proceed directly to Board without prior Major Projects Policy Committee approval for the award of Construction Contract No. C12196 for the construction of the Interstate 10/Tippecanoe Phase 1 Interchange project.
 3. Authorize staff to proceed directly to SANBAG’s Board for discussion and approval of an Amendment to Cooperative Agreement No. C12183 “Funding Summary” which will depict CMIA funds in lieu of all or a portion of the STPL funds, without prior Major Projects Policy Committee approval.
 4. Direct staff to develop a new project funding agreement with the Cities of Loma Linda and San Bernardino to provide replacement funding for the share of Inland Valley Development Agency set forth in Agreement R10200 and to take this new agreement directly to the Board for discussion.

Background: Recommendation 1: In March 2012 the SANBAG Board of Directors approved the PS&E package for this project and presently staff is requesting approval for the Director of Project Delivery to advertise the Invitation for Bids C12196 to

*

Approved
Major Projects Committee

Date: April 12, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

obtain bids for the project once the agreement that is the subject of Recommendation 4 is fully executed.

Recommendation 2: Staff is requesting that the award of the construction contract to the lowest responsive, responsible bidder proceed directly to the Board of Directors at the May Board meeting without further consideration by the Major Projects Policy Committee. It is advantageous for the construction of this project to start as soon as possible, as the first order of work is a channel that needs to be constructed before the rainy season commences in October 2012.

Recommendation 3: In April, the California Transportation Commission will consider the allocation of Corridor Mobility Improvement Account (CMIA) funds for the Phase 1 portion of this project. If successful in receiving CMIA funds, Staff will request approval by the Board of an amendment to the Cooperative Agreement C12183 "Funding Summary" which will depict CMIA funds in lieu of all or a portion of the STPL funds. If the CMIA funds are allocated by the CTC then SANBAG has only six months to complete right-of-way certification, PS&E and environmental certifications and to award the construction contract. Therefore, Staff requests that this proposed amendment to the funding agreement proceed directly to the Board of Directors at the May Board meeting for discussion without further consideration by the Major Projects Policy Committee. This will allow sufficient time for the funding agreement to be approved by Caltrans and FHWA prior to the award of construction.

Recommendation 4: In June 2010 the SANBAG Board of Directors approved the Cooperative Agreement No. R10200 between SANBAG, the Inland Valley Development Agency (IVDA), the Cities of Loma Linda and San Bernardino ("Cities"). At that the total right-of-way and construction costs were estimated at \$70.5M with \$33.7M in federal funding that would reduce the share of each party. With that reduction, SANBAG's 65.4% share amounted to \$24.1M and the local agency share of 34.6% totaled \$12.7M based on the Development Mitigation Nexus Study of the 2009 SANBAG Congestion Management Program Report. Per Cooperative Agreement No. R10200 the Cities and IVDA agreed to equally share the funding responsibility of the \$12.7M.

In March 2012, SANBAG Legal Counsel informed SANBAG staff of specific recent legal developments resulting from changes in the redevelopment law that raise concerns about IVDA's ability to satisfy its funding responsibilities and obligations in Cooperative Agreement No. R10200. A State Department of Finance (DOF) opinion was issued In March 2012 regarding IVDA stating that it is DOF's "... position that the IVDA is no longer entitled to engage in redevelopment or receive property tax revenue in excess of what it required to pay for Enforceable Obligations..."

As a result of this uncertainty about IVDA's ability to fund its portion of the local match, staff at SANBAG and both Cities are working to produce a new agreement such that each City will provide for fifty percent (50%) of the local agency share of Right-of-Way Costs for Phases 1 and 2, each City will provide its balance of construction costs, and in the event that IVDA does not or cannot comply with the previous agreement R10200, the Cities will each be responsible to SANBAG for fifty percent of IVDA's unmet share for construction.

Staff recommends the approval of all four recommendations.

Financial Impact: This item has no impact to the current adopted fiscal year 2011/2012 budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on April 12, 2012. SANBAG Council and Contracts Manager have reviewed and approved the agreement and IFB as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager



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

Minute Action

AGENDA ITEM: 6

Date: April 12, 2012

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

Recommendation:* Approve corrected funding amount in Cooperative Agreement No. C12177 with Caltrans for the landscaping of the Interstate 215 (I-215) corridor through the City of San Bernardino for the preconstruction phases of this project. The agreement describes the roles and responsibilities of each party and commits up to \$2,440,000 in Measure I Valley Major Projects funds.

Background: **This is a correction of the funding amount in an approved cooperative agreement.** The agenda item for this cooperative agreement was presented at the January 4, 2012 Board meeting. The agenda item and the contract summary sheet incorrectly showed a funding commitment amount of \$2,090,000. The agreement presented with the agenda item correctly listed the not to exceed limit of \$2,440,000. This agenda item is being submitted to correct the discrepancy and the contract summary sheet to reflect the correct contract amount of \$2,440,000. Staff recommends approval of this item.

Financial Impact: This item is consistent with the 2011/12 SANBAG Budget utilizing Measure I Valley Freeway funding. TN 0838

Reviewed By: This item will be reviewed by the Major Projects Committee on April 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agenda item.

Responsible Staff: Garry Cohoe, Director of Project Delivery

*

Approved
Major Projects Committee

Date: April 12, 2012

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MPC1204d-ds.docx
 Attachment: C12177



CONTRACT SUMMARY SHEET

Contract No. C 12177 Amendment No. 0

By and Between

Caltrans and San Bernardino County Transportation Authority

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

Board of Director's Meeting Date: 1/4/12	
Overview of BOD Action: Approve funding and roles and responsibilities between SANBAG and Caltrans	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	2,440,000	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	2,440,000	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 2,440,000

Contract Start Date 1/4/12	Current Contract Expiration Date 12/31/15	Revised Contract Expiration Date N/A
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION			
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 838			
<input type="checkbox"/> A Budget Amendment is required.			
How are we funding current FY?			
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: This contract will be funded by 1990-2010 Measure I Valley Major Projects Funds			
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable			

CONTRACT MANAGEMENT INFORMATION			
Check all applicable boxes:			
<input type="checkbox"/> Retention? If yes, indicate % _____.			
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %		<input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

	3/29/12 Date		3/28/12 Date
	4/2/12 Date		4/2/12 Date



CONTRACT SUMMARY SHEET

*Anna
PCs
file*

Contract No. C 12177 Amendment No. _____

By and Between

Caltrans and San Bernardino County Transportation Authority

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

Board of Director's Meeting Date: 1/4/12	
Overview of BOD Action: Approve funding and roles and responsibilities between SANBAG and Caltrans	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Contract Start Date 1/4/12	Current Contract Expiration Date 12/31/15	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>838</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY?	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> 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	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

 _____ Task Manager Signature	 _____ Project Manager Signature
12/7/11 Date	12/2/11 Date
 _____ Chief Financial Officer Signature	 _____ Contracts Manager Signature
12/7/11 Date	1/17/12 Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

Complete this form in conjunction with the Contract Summary Sheet for this Contract.

Finance Contract Summary Sheet

Contract No: C12177 Amendment No. _____ Vendor No. _____

Vendor/Customer Name: _____ Caltrans

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

List Any Related SANBAG Contracts Numbers: _____

Other Agency Contract Nos.: _____ Contract Expiration Date: 12/31/2015

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: Payable

Retention: 0% Max Retention to be held: _____

Construction A & E Services Other Professional Services Intergovernmental/MOU/COOP

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 11/12 Amount \$ 140,000.00

GL	Fund Source Description	Fund	Program	Project	Object	Amount
Expense	Measure I Valley Major Projects	4901	40	0838	52005	\$ 140,000.00
						\$ -
						\$ -

Project String (if applicable)	Project	Level 1	Level 2	Object	Amount
	0838	620	000	52005	\$ 140,000.00
					\$ -
					\$ -

Contract Management: Receivable

E-76 Date _____ (Attach Copy if Available) Program Supplement No.: _____

Finance Letter Reversion Date: _____ EA No.: _____

All of the above **MUST** be submitted to FINANCE. Including Originals, Amendments & Misc transaction changes

Contract Details: Allocate the Total Contract or Current Amendment Amount by funding string

GL	Billing Category (Finance Use Only)	Fund Source Description	Fund	Program	Project	Revenue	Amount
Revenue							\$ -
							\$ -
							\$ -

Revenue Project String (if applicable)	Project	Fund	Level 2	Revenue	Amount
					\$ -
					\$ -
					\$ -

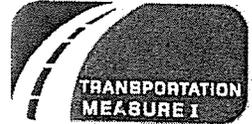
Notes

Finance Reviews

A/P Review (Initials): ml
(Finance Use Only) Supplemental No.:

A/R Review (Initials): _____
(Finance Use Only) Z Contract No.:

CFO Review (Initials): JS



Minute Action

REVISED AGENDA ITEM: 11

Date: January 4, 2012

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

- Recommendation:***
1. Approve Cooperative Agreement No. C12177 with Caltrans for the landscaping of the Interstate 215 (I-215) corridor through the City of San Bernardino for the preconstruction phases of this project. The agreement describes the roles and responsibilities of each party, commits up to \$2,090,000 in Measure I Valley Major Projects funds.
 2. Approve a termination date of December 31, 2015 for Agreement No. C12177 which exceeds the Board approved maximum term of three years for standard contracts but is required in this agreement in order to complete all activities.

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

*

<p>Approved Consent</p> <p>This item was revised to clarify that the funding source is Measure I 1990-2010 Valley Major Projects funds.</p>	<p><i>Approved</i> <i>Board of Directors</i></p> <p>Date: <u>January 4, 2012</u></p> <p>Moved: <i>Eaton</i> Second: <i>Yates</i></p> <p>In Favor: 28 Opposed: 0 Abstained 0</p> <p>Witnessed: <u><i>Anna Arden</i></u></p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Recommendation 1: This Cooperative Agreement defines roles and responsibilities and specifies that Caltrans will be the lead agency for performing the preconstruction work and SANBAG will be the funding agency. The total anticipated cost for the preconstruction work is \$2,090,000, which will be funded by Measure I Valley Major Projects funds. The current estimated capital cost for landscaping the corridor on I-215 from Orange Show Road to the SR 210 interchange is \$10.5 million. As the design progresses, the capital cost estimate may be adjusted. Completion of this preconstruction work is anticipated by the end of calendar year 2013 or early 2014. Staff recommends approval of Cooperative Agreement No. C12177.

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

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

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

Responsible Staff: Paula Beauchamp, Project Delivery Manager

08-SBD-215-EA: 0071H (Segment 1) 6.4/7.6
08-SBD-215-EA: 0071J (Segment 2) 7.5/8.9
08-SBD-215-EA: 0071K (Segment 3) 4.8/6.5
08-SBD-215-EA: 0071L (Segment 5) 8.9/10.0
District Agreement 08-1523
Project Numbers 0800020443, 0800020435,
0800020434, 0800020433

COOPERATIVE AGREEMENT

This agreement, effective on February 24, 2012, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

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

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. This agreement outlines the terms and conditions of cooperation between PARTNERS to do the Project Approval and Environmental Document, Plans, Specifications and Estimates and Right of Way for Highway Planting on Interstate 215 (I-215), segments 1, 2, 3, and 5, in the City of San Bernardino from 0.24 miles South of Orange Show Road Over Crossing to 0.05 miles South of I-215/State Route 210 (SR-210) Junction.

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

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

3. There are no prior PROJECT-related cooperative agreements.
4. No PROJECT deliverables have been completed prior to this agreement.
5. The estimated date for OBLIGATION COMPLETION is December 31, 2015.

6. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
7. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

8. SANBAG is SPONSOR for 100% of PROJECT.
9. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
10. SANBAG may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
11. SANBAG is the only FUNDING PARTNER for this agreement. SANBAG's funding commitment is defined in the FUNDING SUMMARY.
12. CALTRANS is the CEQA lead agency for PROJECT.
13. CALTRANS is the NEPA lead agency for PROJECT.
14. CALTRANS is IMPLEMENTING AGENCY for PA&ED, PS&E and R/W.

SCOPE

Scope: General

15. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
16. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
17. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
18. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary, licensed to perform the tasks assigned to them.
19. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.

20. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
21. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
22. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way.

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

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

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

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

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

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

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

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

Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	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
401 RWQCB	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS
NPDES SWRCB	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS	CALTRANS

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

- 47. CALTRANS is the CEQA lead agency for PROJECT. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
- 48. Any PARTNER involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.
- 49. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT. CALTRANS will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
- 50. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the Standard Environmental Reference (SER) and the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
- 51. CALTRANS will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.

52. CALTRANS will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
53. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.
54. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
55. CALTRANS will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.
56. CALTRANS will prepare, publicize, and circulate all NEPA-related public notices. CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
57. The CEQA lead agency will attend all CEQA-related public meetings.
58. CALTRANS will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.
59. The NEPA lead agency will attend all NEPA-related public meetings.
60. CALTRANS will plan, schedule, prepare materials for, and host all NEPA-related public meetings.
61. If a PARTNER who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that PARTNER must clearly state its role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

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

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

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

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

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

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

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

64. CALTRANS will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. Information on existing underground utility facilities, from previous As-Built Plans, will be provided as part of Bid Documents under "Hand-Outs" and is subject to approval by HQ Design Exception.
65. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside of this agreement.

Scope: Right of Way (R/W)

66. CALTRANS will provide a Right of Way Certificate prior to PROJECT advertisement.
67. All right of way conveyances must be completed prior to OBLIGATION COMPLETION.
68. The California Transportation Commission will hear Resolutions of Necessity.

COST

Cost: General

69. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
70. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
71. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

72. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
73. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.
74. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
75. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
76. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
77. Independent of OBLIGATIONS COST, SANBAG will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
78. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
79. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
80. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.
81. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
82. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
83. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

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

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

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

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

Cost: Environmental Permits, Approvals and Agreements

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

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

87. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is an OBLIGATIONS COST.
88. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is an OBLIGATIONS COST.
89. Each PARTNER listed below may submit invoices for PA&ED:
- CALTRANS may invoice SANBAG
90. PARTNERS will exchange funds for a fixed cost to be invoiced as a lump sum (single payment).

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

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

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

- CALTRANS may invoice SANBAG

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

SCHEDULE

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

GENERAL CONDITIONS

92. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
93. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
94. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
95. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

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

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

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

97. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
98. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
99. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
100. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
101. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
102. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
103. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

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

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

105. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.
106. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
107. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
108. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
109. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.
110. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

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

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

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

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

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

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

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

FHWA – Federal Highway Administration

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

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

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

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

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

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

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

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

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

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

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

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

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

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

PARTNER – Any individual signatory party to this agreement.

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

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

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

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

PROJECT COST – See COST.

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

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

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

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

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

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

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

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

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

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:

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

The primary agreement contact person for SANBAG is:

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

SIGNATURES

PARTNERS declare that:

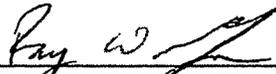
- 1. Each PARTNER is an authorized legal entity under California state law.
- 2. Each PARTNER has the authority to enter into this agreement.
- 3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: 
Raymond W. Woffe, PhD
District Director

By: 
Larry McCallon
Board President

Date: 2/24/12

Date: 1/4/12

CERTIFIED AS TO FUNDS:

ATTEST

By: 
Lisa Pacheco
Budget Manager

By: 
Vicki Watson
Clerk of the Board

Date: 2/24/12

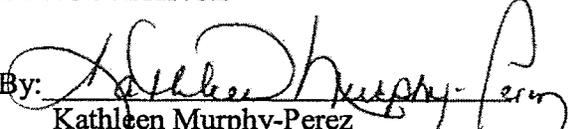
Date: 1-4-12

APPROVED AS TO FORM AND PROCEDURE ^{fern}

By: 
Penny Alexander Kelley
SANBAG Counsel

Date: 12/15/11

CONCURRENCE

By: 
Kathleen Murphy-Perez
Contracts Manager

Date: 12/19/11

08-SBD-215-EA: 0071H (Segment 1) 6.4/7.6
 08-SBD-215-EA: 0071J (Segment 2) 7.5/8.9
 08-SBD-215-EA: 0071K (Segment 3) 4.8/6.5
 08-SBD-215-EA: 0071L (Segment 5) 8.9/10.0
 District Agreement 08-1523
 Project Numbers 0800020443, 0800020435,
 0800020434, 0800020433

SCOPE SUMMARY

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

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

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

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

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

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

10
11
12

08-SBD-215-EA: 0071H (Segment 1) 6.4/7.6
 08-SBD-215-EA: 0071J (Segment 2) 7.5/8.9
 08-SBD-215-EA: 0071K (Segment 3) 4.8/6.5
 08-SBD-215-EA: 0071L (Segment 5) 8.9/10.0
 District Agreement 08-1523
 Project Numbers 0800020443, 0800020435,
 0800020434, 0800020433

FUNDING SUMMARY

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



- 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: April 12, 2012

Subject: Interstate 15/Interstate 215 Devore Junction Goods Movement Project

- Recommendation:***
1. Approve Agreement No. C12231 and the Bill of Sale for the purchase of 76 credit acres of mitigation credits from Vulcan Materials Company at a net unit cost of \$175,000 per acre for a total cost of \$13,300,000 to satisfy U.S. Fish & Wildlife Service (USFWS) and California Department of Fish & Game (CDFG) mitigation requirements for the Interstate 15/Interstate 215 Devore Junction Goods Movement Project.
 2. Approve acceptance of a charitable contribution defined as the value difference between market value for the credits and the cash purchase price for a total \$5,700,000.
 3. Approve an increase of \$13,300,000 in the SANBAG Fiscal Year 2011-2012 budget for Task 0880 using \$13,300,000 in Measure I 2010-2040 Cajon Pass.

Background: **This is a new agreement.** The Interstate 15/Interstate 215 Devore Junction Goods Movement Project received a Biological Opinion (BO) from the U.S. Fish and Wildlife Service, FWS-SB-10B0097-12F0001, on January 27, 2012. Based on the Services' review of the Devore project it has concluded that the overall impacts to the San Bernardino Kangaroo Rat (SBKR) includes 23.2 acres of permanent loss of designated critical habitat and 6.1 acres of temporary impacts to the same. The Service is requiring a 3:1 mitigation ratio for permanent impacts

*

Approved
Major Projects Committee

Date: April 12, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
-----	--	-----	---	-----	---	------	--	-----	--

Check all that apply.
 MPC1204c-pb
 Attachment: C12231

and a 1:1 ratio for temporary impacts, for a total of 75.7 credit acres of mitigation. To offset project impacts, 76 acres will be purchased from the Cajon Creek Conservation Bank as noted in the BO. The Cajon Creek Conservation Bank has been formally approved by the USFWS, U.S. Army Corps of Engineers and California Department of Fish and Game and contains the acreage required for the project. Staff coordinated with SANBAG's Independent Right of Way Advisor and On-Call Environmental Project Manager to search for comparable conservation banks that provide mitigation credits. At this time, no other mitigation banks with this capacity have been approved for SBKR in the area. In addition, no recent purchases have been made similar to our project's needs. Vulcan provided annual sales information from their bank dating back to the 1990's. This information, shared with staff confidentially, shows that the recent sales are at a price of \$250,000 per credit acre and are small in scale. Besides the price per credit acre staff reviewed the agreement and found it to be consistent with a prior purchase. Previously, the SR-210 project also required mitigation credits which were purchased from Vulcan with the agreements used for that transaction being nearly identical to those to be used for this transaction.

The price for mitigation credits is \$250,000 per credit acre but Vulcan is willing to reduce the overall cost to SANBAG for the 76 acres needed. To offer the reduced expense to SANBAG, Vulcan has requested that the difference between the total market value price of \$19,000,000 and the purchase price of \$13,300,000 per acre is considered a charitable contribution. The resultant charitable contribution to SANBAG would total \$5,700,000.

The current schedule for the Devore project includes the award of a design-build contract by fall of 2012 and the start of the design-build contractor work before the end of the year. Because permits must be obtained and mitigation requirements must be satisfied before requesting federal obligation for construction of the project, staff suggests making this purchase at this time. For this purchase a budget amendment would be needed to move the funds, which were approved by the SANBAG Board of Directors in March 2012, from next fiscal year to the current fiscal year. In March 2012, SANBAG Board of Directors approved a not to exceed amount of \$50,454,825 for the entire right of way phase of the project.

In conclusion, staff recommends approval to purchase 76 acres of mitigation credits for a total cost of \$13,300,000 to satisfy environmental mitigation requirements for the Interstate 15/Interstate 215 Devore Junction Goods Movement Project and approval to accept the charitable contribution from Vulcan for \$5,700,000 and to move \$13,300,000 in programmed funding from next fiscal year to the present fiscal year.

- Financial Impact:*** Approval of this item will require amendment to the Fiscal Year 2011/2012 Budget by increasing Task No. 0880 by \$13,300,000.
- Reviewed By:*** This item will be reviewed by the Major Projects Committee on April 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.
- Responsible Staff:*** Paula Beauchamp, Project Delivery manager



CONTRACT SUMMARY SHEET

Contract No. C 12231 Amendment No. 0

By and Between

San Bernardino Transportation Commission and Vulcan Materials Company

Contract Description Purchase of Cajon Creek Conservation Credits

Board of Director's Meeting Date: May 2, 2012

Overview of BOD Action:

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	13,300,000.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	13,300,000.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 13,300,000.00

Contract Start Date 5/2/12	Current Contract Expiration Date 6/30/12	Revised Contract Expiration Date
--------------------------------------	--	---

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 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:

This is a single payment using Measure I Valley Cajon Pass Bond Fund.

Payable Receivable

*mm
3/29/12*

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

 Task Manager Signature	3/28/12 Date	 Project Manager Signature	3/26/12 Date
 Chief Financial Officer Signature	4/2/12 Date	 Contracts Manager Signature	4/2/12 Date

AGREEMENT FOR SALE OF CONSERVATION CREDITS FOR THE CAJON CREEK CONSERVATION BANK

This Agreement is made and entered into this ___ day of _____, 2012 by and between CALMAT CO., a Delaware corporation dba VULCAN MATERIALS COMPANY, WEST REGION (the "Bank") and SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ("Project Proponent") as follows:

RECITALS

- A. The Bank has entitlements to the Cajon Creek Conservation Bank (the "Conservation Bank") located in San Bernardino County, California; and
- B. The Bank has developed the Cajon Creek Conservation Bank under United States Army Corps of Engineers (the "Corps") Permit No. 91-00248-AJS, the Memorandum of Understanding and Implementation Agreement for the Cajon Creek Habitat Conservation Management Area dated July 26, 1996, as amended (the "IA"), with the California Department of Fish and Game (the "CDF&G"), the United States Fish and Wildlife Service (the "Service") and the Corps, and a Memorandum of Understanding with the CDF&G dated October 1, 1996, and has received the approval of the Service, the CDF&G, and the Corps to operate as a conservation bank with Habitat Conservation Credits available for sale on the land within the Conservation Bank ("Credits"); and
- C. Under the IA, as amended, the land within the Conservation Bank is required to be covered by a temporary conservation easement in favor of the CDF&G until December 31, 2025 and after that time by a permanent conservation easement in favor of the CDF&G, unless the subject lands are ultimately conveyed in fee to the CDF&G or to the Service; and
- D. The Bank has received approval from the Service, the CDF&G and the Corps to offer Credits for sale as compensation for the loss of habitats of certain sensitive species including but not limited to the San Bernardino Kangaroo Rat ("SBKR") and Santa Ana River Woolly Star ("SARWS"). One credit unit is one (1) acre of land in the Conservation Bank; and
- E. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (the "Project"), which would unavoidably and adversely impact Riversidian alluvial fan sage scrub habitat of certain of the SBKR and SARWS species, and seeks to compensate for the loss of such habitat by purchasing Credits from the Bank; and
- F. Project Proponent has been authorized by the Service to purchase from the Bank seventy six (76) acres/units of Credits, and
- G. Project Proponent desires to purchase from the Bank and the Bank desires to sell to Project Proponent seventy six (76) acres/units Credits.
- H. Subject to verification through an appraisal arranged and paid for by the Bank, the purchase price of \$175,000.00 per credit is expected to be significantly less than the actual fair market value of the credit, and Project Proponent acknowledges that the fair market value of a credit above the \$175,000.00 per credit purchase price represents a charitable

contribution (the "Charitable Contribution") by the Bank to Project Proponent; as a result, Project Proponent will execute and deliver to the Bank at closing Internal Revenue Service Form 8283 and any additional documents relating to the Charitable Contribution as legal counsel for the Bank may reasonably require.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Bank hereby sells to Project Proponent and Project Proponent hereby purchases from the Bank seventy six (76) acre/units of Credits, for the purchase price of Thirteen Million Three Hundred Thousand Dollars (\$13,300,000.00)(the "Purchase Price"). The Purchase Price shall be paid *herewith* by cashier's check or, at the option of the Bank, wire transfer of funds according to written instructions by the Bank to Project Proponent. For purposes of this Agreement, receipt of said payment by Bank shall constitute the sale of the Credits. Upon completion of the sale, the Bank will then deliver to Project Proponent an executed Bill of Sale in the form attached hereto and marked Exhibit "B."

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the units sold, or the Conservation Bank. As required by law, the Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. The Bank shall be fully responsible for satisfying any conditions placed on the Conservation Bank or the Credits, by all state or federal jurisdictional agencies. The Bank hereby shall indemnify Project Proponent for all such obligations.

4. The Credits sold and transferred to Project Proponent shall be nontransferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK:

CALMAT CO.

By: _____
Michael Linton, Vice President

PROJECT PROPONENT:

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____
Name & Title: _____

EXHIBIT "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Caltrans proposes to realign the Interstate 15 (I-15) and Interstate 215 (I-215) confluence adjacent to the unincorporated community of Devore and Devore Heights in San Bernardino County, California.

(form of Bill of Sale)

EXHIBIT "B"

BILL OF SALE

Contract #CAJON 12-01

In consideration of Thirteen Million Three Hundred Thousand Dollars (\$13,300,000.00), receipt of which is hereby acknowledged, VULCAN MATERIALS COMPANY, WEST REGION ("VMC") does hereby bargain, sell and transfer to SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ("Buyer") seventy six (76) acres/units of conservation credits, in the Cajon Creek Conservation Bank in San Bernardino County, California, developed and approved under the authority of the United States Fish and Wildlife Service, the California Department of Fish and Game, and the United States Army Corps of Engineers.

VMC represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

VMC covenants with Buyer to defend the sale of the credits hereinbefore described against any person claiming the same.

DATED: _____, 2012

VULCAN MATERIALS COMPANY,
WEST REGION

By: _____

Noncash Charitable Contributions

▶ **Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.**
 ▶ See separate instructions.

OMB No. 1545-0008

Attachment
 Sequence No. **155**

Name(s) shown on your income tax return
CALMAT CO.

Identifying number:
95-0645790

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions:

Section A. Donated Property of \$5,000 or Less and Certain Publicly Traded Securities—List in this section only items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also, list certain publicly traded securities even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

	1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, and attach Form 1098-C if required.)
A			
B			
C			
D			
E			

Note. If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
 If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: **(1)** For this tax year ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee) _____

Address (number, street, and room or suite no.) _____

City or town, state, and ZIP code _____

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Name(s) shown on your income tax return:

CALMAT CO.

Identifying number

95-0645790

Section B. Donated Property Over \$5,000 (Except Certain Publicly Traded Securities)—List in this section only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of certain publicly traded securities reported in Section A). An appraisal is generally required for property listed in Section B (see instructions).

Part I Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- Art* (contribution of \$20,000 or more)
Art* (contribution of less than \$20,000)
Collectibles**
Qualified Conservation Contribution
Other Real Estate
Intellectual Property
Equipment
Securities
Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

Table with 5 main columns: (a) Description of donated property, (b) Physical condition, (c) Appraised fair market value, (d) Date acquired, (e) How acquired, (f) Donor's cost, (g) Bargain sales amount, (h) Amount claimed as deduction, (i) Average trading price.

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions.

Signature of taxpayer (donor)

Date

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value.

Sign Here

Signature

Title

Date

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code.

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No

Name of charitable organization (donee)

Employer identification number

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

Authorized signature

Title

Date



- 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: April 12, 2012

Subject: Amendment No. 1 to Contract No. C03055 with Riverside County Transportation Committee (RCTC) on the Interstate 215 (I-215) Project

- Recommendation:** *
1. Approve Amendment Number 1 to Contract C03055 with RCTC to terminate the contract and to relieve RCTC from any funding obligations relative to the analysis and development of the I-215/Barton Road and I-215/Washington Street interchange improvement projects.
 2. Authorize the remittance of Two Hundred Ninety Six Thousand Seven Hundred Forty Nine Dollars and Forty Cents (\$296,749.40) to RCTC as a refund of monies inaccurately billed and paid by RCTC to SANBAG.

Background: In May 2003, SANBAG and RCTC executed Cooperative Agreement (Agreement) C03055 for improvements on Interstate 215 (I-215). Agreement C03055 identified the parties' roles, responsibilities, and funding commitments relative to the Project Approval and Environmental Document (PA&ED) phase of the I-215 ultimate widening project. The I-215 ultimate widening project included the addition of one HOV lane and one mixed flow lane in each direction, between the 60/91/215 interchange in Riverside and the 10/215 interchange in San Bernardino, as well as the re-construction of interchanges along the corridor, including both I-215/Barton Road and I-215/Washington Street interchanges. To

*

Approved
 Major Projects Committee

Date: April 12, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
-----	--	-----	---	-----	---	------	--	-----	--

Check all that apply.
 MPC1204b-ks
 Attachments: C03055-01

expedite the I-215/Barton and I-215/Washington interchange improvements a decision was made to develop them as stand-alone projects.

Agreement C03055 stipulated that the cost of the PA&ED phase of the I-215 ultimate widening project, which include the Barton and Washington interchnages, shall be borne 75% by SANBAG and 25% by RCTC. SANBAG took the lead role on the PA&ED phase, hired consultants, and billed RCTC for its share of 25% of the cost.

In early 2008, it was determined that development of the I-215 ultimate widening project as initially scoped was not feasible, primarily due to excessive costs and lack of funding. Discussions between SANBAG, RCTC, and Caltrans ensued and resulted in consensus being reached to develop an HOV-only project in lieu of the original ultimate widening project. The HOV-only project would close the gap in the HOV system on I-215 through Riverside and San Bernardino counties, but would not include the reconstruction of any interchanges along the corridor, including I-215/Barton and I-215/Washington interchanges. Accordingly, on or around May 31, 2008, work on the initial I-215 ultimate widening project was placed on hold and the I-215 HOV-only project initiated, while the work on the I-215/Barton Road Interchange Improvement project, and the I-215/Washington Street Interchange Improvement project continued. SANBAG continued to bill RCTC for their share of the cost on the I-215 HOV-only project, as well as the I-215/Barton and I-215/Washington interchange projects.

Recently, RCTC staff contested SANBAG's billings under Agreement C03055 stating that RCTC should not have been billed for costs incurred after May 31, 2008 on the I-215/Barton Road and I-215/Washington Street interchange improvement projects. RCTC's position is based on the fact that the improvements to these two interchanges are not needed to accommodate the HOV-only improvements, and both interchanges are geographically located in San Bernardino County. SANBAG staff concurs with RCTC's position.

SANBAG's billings to RCTC as of 5/31/2008 are summarized in Attachment 'A' of the proposed Amendment No. 1 to agreement C03055. The summary shows that RCTC was billed as follows for work related to the I-215/Barton Interchange and the I-215/Washington interchange projects:

Billed & Paid by RCTC =	\$296,749.40
Billed but not Paid by RCTC =	<u>\$ 98,476.77</u>
Total Billed =	\$395,226.17

Staff recommends that the Board approve Amendment No. 1 to Contract C03055 with RCTC, to terminate the contract and to relieve RCTC from any funding obligations relative to the analysis and development of the I-215/Barton Road and I-215/Washington Street interchange improvement projects; and to authorize a refund to RCTC for payments made to SANBAG after May 31, 2008, in the amount of Two Hundred Ninety Six Thousand Seven Hundred Forty Nine Dollars and Forty Cents (\$296,749.40)

Financial Impact: This item has no direct impact on the adopted fiscal year 2011/2012 budget. Funding to cover the RCTC refund is provided under Task Numbers: 0840 and 0845. The funding source is MSI 1990-Valley Major Projects.

Reviewed By: This item will be reviewed by the Major Projects Committee on April 12, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved the Amendment as to form.

Responsible Staff: Khalil Saba, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 03-055 Amendment No. 1

By and Between

San Bernardino Associated Governments (SANBAG) and Riverside County Transportation Commission (RCTC)

Contract Description Cooperative Agreement for the Preliminary Engineering & Environmental Document for the I-215 Ultimate Widening Project.

Board of Director's Meeting Date: April 12, 2012	
Overview of BOD Action: Approve Amendment No. 1 to Agreement C03055	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW				
Original Contract Amount	\$	1,000,000 Est.	Original Contingency Amount	\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	1,003,040.52	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ 0
Current Amendment Amount	\$	(395,226.17)	Contingency Amendment	\$ 0
TOTAL CONTRACT VALUE	\$	607,814.35	TOTAL CONTINGENCY VALUE	\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$ 607,814.35

Contract Start Date May 7, 2003	Current Contract Expiration Date Approval of Environmental Document	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>84012000 & 84512000</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? MSI 1990-Valley Major Projects	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds <input checked="" type="checkbox"/> Local Funds <input type="checkbox"/> TDA Funds <input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:	
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

 Task Manager Signature	3/28/12 Date	 Project Manager Signature	3-27-12 Date
 Chief Financial Officer Signature	3/28/12 Date	 Contracts Manager Signature	4/2/12 Date

MM
3/28/12

AMENDMENT NO. 1 TO

CONTRACT NO. C03055

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FOR

INTERSTATE 215 (I-215) WIDENING PROJECT

THIS AMENDMENT NO. 1 is made and entered into effective as of the Effective Date identified herein by and between the San Bernardino Associated Governments (AUTHORITY), and Riverside County Transportation Commission, (COMMISSION).

RECITALS:

WHEREAS, in May 2003, AUTHORITY and COMMISSION executed Cooperative Agreement C03055 (“Agreement”) to define roles, responsibilities, and funding commitments relative to the Project Approval & Environmental Document (PA&ED) phase of the I-215 ultimate widening project; and

WHEREAS, the intended scope of the I-215 ultimate widening project was not specifically defined in Agreement C03055, but through the PA&ED process came to include the following elements: the addition of one High Occupancy Vehicle (HOV) lane and one mixed flow lane in each direction on I-215, between the 60/91/215 interchange in Riverside and the 10/215 interchange in San Bernardino, as well as the re-construction of interchanges along the corridor, including both I-215/Barton and I-215/Washington interchanges; and

WHEREAS, to expedite the I-215/Barton and I-215/Washington interchange improvement projects, the AUTHORITY is developing the interchanges as stand-alone projects; and

WHEREAS, in early 2008, based on consultation among staff of AUTHORITY, Commission and Caltrans, it became apparent that the high cost of the I-215 ultimate widening project could likely not be funded at this time, which led the parties to consider the development of an HOV-only project in lieu of the ultimate widening project which does not require the re-construction of interchanges along the corridor including the interchanges at Barton and Washington; and

WHEREAS, on March 26, 2009, AUTHORITY and Commission decided to develop the HOV-only project and entered into a new Cooperative Agreement C09145 to define roles, responsibilities, and funding commitments relative to the Project Approval & Environmental Document (PA&ED) phase of the HOV-only project; and

WHEREAS, as of May 31, 2008, AUTHORITY was solely responsible to develop the I-215/Barton and I-215/Washington interchanges as stand-alone projects; and

WHEREAS, amounts paid by RCTC after May 31, 2008 to fund the development of the Barton and Washington Interchanges will be refunded as set forth herein; and

WHEREAS, the parties desire to terminate Agreement C03055 and negotiate a future cooperative agreement that would cover roles, responsibilities and funding commitments relative to the I-215 ultimate widening project;

NOW, THEREFORE, it is mutually agreed that Agreement C03055 is hereby amended as follows:

1. The above-stated Recitals are true and correct and incorporated into this Amendment No. 1.
2. Add the following sentences to the end of the first paragraph on page 2 of Agreement C03055: "The scope of work shall be revised to exclude all elements relating to the I-215/Barton Interchange and the I-215/Washington Interchange. All costs incurred after May 31, 2008 associated with the I-215/Barton and I-215/Washington interchanges, which are completely located in San Bernardino County, shall be borne entirely by AUTHORITY. The Parties agree that \$296,749.40, previously billed to and paid by RCTC after May 31, 2008 related to the analysis and development of the I-215/Barton Road and the I-215/Washington Interchange Improvement projects, shall be remitted to RCTC by AUTHORITY within 90 days of execution of this Amendment No. 1. A summary and detailed breakdown of this remittance is included in Exhibit "A" which is attached to this Amendment."
3. The Effective Date is the date that the AUTHORITY executes this Amendment No. 1.
4. Agreement C03055 shall be terminated upon fulfillment of parties obligations under Article 2 of this Amendment No.1.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

By: _____

By: _____

Larry McCallon
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

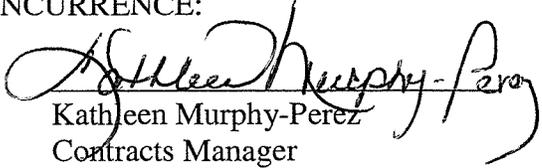
By: _____

Penny Alexander-Kelley
General Counsel

CONCURRENCE:

CONCURRENCE:

By: _____

By: 

Kathleen Murphy-Perez
Contracts Manager

C03055-01 Exhibit "A"

Task 840 - Barton I/C (03-055)

	LSA (03-045) 6/1/08 - 6/30/11	RCTC 25%	SANBAG 75%
Billed, Paid	\$ 270,487.47	\$ 67,621.84	\$ 202,865.63
Billed, Not Paid	\$ 164,069.73	\$ 41,017.45	\$ 123,052.28
	<u>\$ 434,557.20</u>	<u>\$ 108,639.29</u>	<u>\$ 325,917.91</u>

	AECOM (03-046) 5/31/08 - 6/30/11	RCTC 25%	SANBAG 75%
Billed, Paid	\$ 368,827.22	\$ 92,206.80	\$ 276,620.41
Billed, Not Paid	\$ 151,064.94	\$ 37,766.24	\$ 113,298.70
	<u>\$ 519,892.16</u>	<u>\$ 129,973.04</u>	<u>\$ 389,919.11</u>

	TOTAL 5/31/08 - 6/30/11	RCTC 25%	SANBAG 75%
Billed, Paid	\$ 639,314.69	\$ 159,828.64	\$ 479,486.04
Billed, Not Paid	\$ 315,134.67	\$ 78,783.69	\$ 236,350.98
	<u>\$ 954,449.36</u>	<u>\$ 238,612.33</u>	<u>\$ 715,837.02</u>

Task 840
RCTC Refund Amount

\$ 159,828.64

Task 845 - Mt. Vernon/ Washington I/C (03-055)

	LSA (03-045) 6/1/08 - 6/30/11	RCTC 25%	SANBAG 75%
Billed, Paid	\$ 65,048.41	\$ 16,262.11	\$ 48,786.31
Billed, Not Paid	\$ 6,247.11	\$ 1,561.77	\$ 4,685.34
	<u>\$ 71,295.52</u>	<u>\$ 17,823.88</u>	<u>\$ 53,471.65</u>

	AECOM (03-046) 5/31/08 - 6/30/11	RCTC 25%	SANBAG 75%
Billed, Paid	\$ 482,634.57	\$ 120,658.65	\$ 361,975.92
Billed, Not Paid	\$ 72,525.22	\$ 18,131.31	\$ 54,393.91
	<u>\$ 555,159.79</u>	<u>\$ 138,789.96</u>	<u>\$ 416,369.83</u>

	TOTAL 5/31/08 - 6/30/11	RCTC 25%	SANBAG 75%
Billed, Paid	\$ 547,682.98	\$ 136,920.76	\$ 410,762.23
Billed, Not Paid	\$ 78,772.33	\$ 19,693.08	\$ 59,079.25
	<u>\$ 626,455.31</u>	<u>\$ 156,613.84</u>	<u>\$ 469,841.48</u>

Task 845
RCTC Refund Amount

\$ 136,920.76

TOTAL (03-055)

	TOTAL 5/31/08 - 6/30/11	RCTC 25%	SANBAG 75%
Billed, Paid	\$ 1,186,997.67	\$ 296,749.40	\$ 890,248.27
Billed, Not Paid	\$ 393,907.00	\$ 98,476.77	\$ 295,430.23
	<u>\$ 1,580,904.67</u>	<u>\$ 395,226.17</u>	<u>\$ 1,185,678.50</u>

Total
RCTC Refund Amount

\$ 296,749.40

Task 840 - Barton I/C						
LSA Contract No. 03-045						
Billing No.	Total Invoice	RCTC	SANBAG	Reporting		
to RCTC	Amount	25%	75%	Period		
39	\$ 15,968.45	\$ 3,992.11	\$ 11,976.34	6/1/08 - 6/30/08		
40	\$ 4,407.35	\$ 1,101.84	\$ 3,305.51	7/1/08 - 7/15/08		
40	\$ 6,142.21	\$ 1,535.55	\$ 4,606.66	10/1/08 - 10/31/08		
41	\$ 17,693.61	\$ 4,423.40	\$ 13,270.21	11/1/08 - 11/30/08		
41	\$ 8,040.86	\$ 2,010.22	\$ 6,030.64	12/1/08 - 12/31/08		
42	\$ 14,202.33	\$ 3,550.58	\$ 10,651.75	1/1/09 - 1/31/09		
43	\$ 20,487.64	\$ 5,121.91	\$ 15,365.73	2/1/09 - 2/28/09		
43	\$ 25,184.51	\$ 6,296.12	\$ 18,888.39	3/1/09 - 3/31/09		
43	\$ 8,938.69	\$ 2,234.67	\$ 6,704.02	4/1/09 - 4/30/09		
44	\$ 8,265.16	\$ 2,066.29	\$ 6,198.87	5/1/09 - 5/31/09		
44	\$ 19,185.78	\$ 4,796.45	\$ 14,389.33	6/1/09 - 6/30/09		
45	\$ 27,562.94	\$ 6,890.73	\$ 20,672.21	7/1/09 - 7/31/09		
45	\$ 16,980.53	\$ 4,245.13	\$ 12,735.40	8/1/09 - 8/31/09		
46	\$ 17,338.97	\$ 4,334.74	\$ 13,004.23	9/1/09 - 9/30/09		
46	\$ 2,162.18	\$ 540.54	\$ 1,621.64	10/1/09 - 10/31/09		
47	\$ 3,710.35	\$ 927.59	\$ 2,782.76	11/1/09 - 11/30/09		
47	\$ 4,907.83	\$ 1,226.96	\$ 3,680.87	12/1/09 - 12/31/09		
48	\$ 8,144.34	\$ 2,036.08	\$ 6,108.26	1/1/10 - 1/31/10		
48	\$ 11,412.29	\$ 2,853.07	\$ 8,559.22	2/1/10 - 2/28/10		
49	\$ 9,199.59	\$ 2,299.90	\$ 6,899.69	3/1/10 - 3/31/10		
49	\$ 4,780.48	\$ 1,195.12	\$ 3,585.36	4/1/10 - 4/30/10		
50	\$ 5,012.81	\$ 1,253.20	\$ 3,759.61	5/1/10 - 5/31/10		
50	\$ 10,758.57	\$ 2,689.64	\$ 8,068.93	6/1/10 - 6/30/10		
Subtotal	\$ 276,487.47	\$ 67,621.84	\$ 202,865.63			
Amount Reimbursed	\$ 67,621.84					
(Billing No. 39 - 50)						
Billing No.	Total Invoice	RCTC	SANBAG	Reporting		
to RCTC	Amount	25%	75%	Period		
51	\$ 9,256.54	\$ 2,314.14	\$ 6,942.40	7/1/10 - 8/1/10		
51	\$ 34,949.94	\$ 8,737.49	\$ 26,212.45	8/2/10 - 8/29/10		
51	\$ 13,486.68	\$ 3,371.67	\$ 10,115.01	8/30/10 - 9/28/10		
52	\$ 18,961.71	\$ 4,740.43	\$ 14,221.28	9/27/10 - 10/31/10		
52	\$ 4,969.21	\$ 1,242.30	\$ 3,726.91	11/1/10 - 11/28/10		
52	\$ 3,777.83	\$ 944.46	\$ 2,833.37	11/29/10 - 1/2/11		
52	\$ 8,721.16	\$ 2,180.29	\$ 6,540.87	1/2/11 - 1/30/11		
53	\$ 1,776.75	\$ 444.19	\$ 1,332.56	1/31/11 - 2/27/11		
53	\$ 2,603.51	\$ 650.88	\$ 1,952.63	2/28/11 - 4/3/11		
53	\$ 7,457.25	\$ 1,864.31	\$ 5,592.94	4/4/11 - 5/1/11		
53	\$ 15,182.10	\$ 3,795.53	\$ 11,386.57	5/2/11 - 5/31/11		
53	\$ 42,927.05	\$ 10,731.76	\$ 32,195.29	6/1/11 - 6/30/11		
Subtotal	\$ 164,059.73	\$ 41,017.45	\$ 123,052.28			
Amount Reimbursed	\$ -					
(Billing No. 51 - 53)						
LSA Contract No. 03-045						
Total Invoice	RCTC	SANBAG	Reporting			
Amount	25%	75%	Period			
Total:	\$ 424,557.20	\$ 108,639.29	\$ 315,917.91	4/1/09 - 6/30/11		
Total Reimbursed:	\$ 67,621.84					(Refund Amount)
Total Not Reimbursed:	\$ 356,935.36					

Task 840 - Barton I/C						
AECOM Contract No. 03-046						
Billing No.	Total Invoice	RCTC	SANBAG	Reporting		
to RCTC	Amount	25%	75%	Period		
39	\$ 36,957.00	\$ 9,239.25	\$ 27,717.75	5/31/08 - 6/30/08		
40	\$ 5,650.68	\$ 1,412.67	\$ 4,238.01	7/1/08 - 7/25/08		
40	\$ 23,408.05	\$ 5,852.02	\$ 17,556.04	7/26/08 - 8/29/08		
40	\$ 3,025.86	\$ 756.46	\$ 2,269.39	8/30/08 - 9/26/08		
40	\$ 18,640.53	\$ 4,660.14	\$ 13,980.39	9/27/08 - 10/31/08		
41	\$ 13,924.10	\$ 3,481.02	\$ 10,443.08	11/1/08 - 11/28/08		
41	\$ 13,947.38	\$ 3,486.84	\$ 10,460.54	11/29/08 - 12/26/08		
42	\$ 9,634.50	\$ 2,408.62	\$ 7,225.88	12/27/08 - 1/30/09		
43	\$ 16,128.82	\$ 4,032.20	\$ 12,096.62	1/31/09 - 2/27/09		
43	\$ 41,061.92	\$ 10,265.48	\$ 30,796.44	2/28/09 - 3/27/09		
43	\$ 35,011.93	\$ 8,752.99	\$ 26,258.94	3/28/09 - 4/24/09		
44	\$ 18,951.98	\$ 4,738.00	\$ 14,213.98	4/25/09 - 5/29/09		
44	\$ 45,804.89	\$ 11,451.22	\$ 34,353.67	5/30/09 - 6/30/09		
45	\$ 17,836.31	\$ 4,459.08	\$ 13,377.23	7/1/09 - 7/31/09		
45	\$ 16,767.98	\$ 4,191.99	\$ 12,575.99	8/1/09 - 8/28/09		
46	\$ 8,723.91	\$ 2,180.98	\$ 6,542.93	8/29/09 - 9/25/09		
46	\$ 4,287.23	\$ 1,071.81	\$ 3,215.42	9/26/09 - 10/30/09		
47	\$ 4,955.30	\$ 1,238.82	\$ 3,716.48	10/31/09 - 11/27/09		
47	\$ 8,957.17	\$ 2,239.29	\$ 6,717.88	11/28/09 - 12/25/09		
48	\$ 8,918.52	\$ 2,229.63	\$ 6,688.89	12/26/09 - 1/29/10		
48	\$ 1,097.47	\$ 274.37	\$ 823.10	1/30/10 - 2/26/10		
49	\$ 2,451.23	\$ 612.81	\$ 1,838.42	2/27/10 - 4/2/10		
49	\$ 706.78	\$ 176.70	\$ 530.08	4/3/10 - 4/30/10		
50	\$ 1,612.03	\$ 403.00	\$ 1,209.03	5/1/10 - 5/28/10		
50	\$ 10,365.64	\$ 2,591.41	\$ 7,774.23	6/1/10 - 6/30/10		
Subtotal	\$ 366,827.22	\$ 92,206.80	\$ 274,620.41			
Amount Reimbursed	\$ 92,206.80					
(Billing No. 39 - 50)						
Billing No.	Total Invoice	RCTC	SANBAG	Reporting		
to RCTC	Amount	25%	75%	Period		
51	\$ 3,644.25	\$ 911.06	\$ 2,733.19	7/1/10 - 7/30/10		
51	\$ 6,562.81	\$ 1,640.70	\$ 4,922.11	7/31/10 - 8/27/10		
51	\$ 3,641.43	\$ 910.36	\$ 2,731.07	8/28/10 - 10/1/10		
52	\$ 20,172.79	\$ 5,043.20	\$ 15,129.59	10/2/10 - 10/29/10		
52	\$ 5,476.10	\$ 1,369.02	\$ 4,107.08	10/30/10 - 11/26/10		
52	\$ 2,149.36	\$ 537.34	\$ 1,612.02	11/27/10 - 12/31/10		
53	\$ 13,186.48	\$ 3,296.62	\$ 9,889.86	1/1/11 - 1/28/11		
53	\$ 3,917.55	\$ 979.39	\$ 2,938.16	1/29/11 - 2/25/11		
53	\$ 4,658.41	\$ 1,164.60	\$ 3,493.81	2/26/11 - 4/1/11		
53	\$ 11,613.42	\$ 2,903.36	\$ 8,710.06	4/2/11 - 4/29/11		
53	\$ 40,801.74	\$ 10,200.44	\$ 30,601.30	4/30/11 - 5/27/11		
53	\$ 35,240.60	\$ 8,810.15	\$ 26,430.45	5/28/11 - 6/30/11		
Subtotal	\$ 151,064.94	\$ 37,786.24	\$ 113,278.70			
Amount Reimbursed	\$ -					
(Billing No. 51 - 53)						
AECOM Contract No. 03-046						
Total Invoice	RCTC	SANBAG	Reporting			
Amount	25%	75%	Period			
Total:	\$ 519,892.16	\$ 129,973.04	\$ 389,919.11	3/28/09 - 6/30/11		
Total Reimbursed:	\$ 92,206.80					(Refund Amount)
Total Not Reimbursed:	\$ 427,685.36					

Task 840 - Barton I/C					
Combined Totals for Contract Nos. 03-045 & 03-046					
Billing No.	Total Invoice	RCTC	SANBAG	Reporting	
to RCTC	Amounts	25%	75%	Period	
39	\$ 36,957.00	\$ 9,239.25	\$ 27,717.75	5/31/08 - 6/30/08	
40	\$ 5,650.68	\$ 1,412.67	\$ 4,238.01	7/1/08 - 7/25/08	
40	\$ 23,408.05	\$ 5,852.02	\$ 17,556.04	7/26/08 - 8/29/08	
40	\$ 3,025.86	\$ 756.46	\$ 2,269.39	8/30/08 - 9/26/08	
40	\$ 18,640.53	\$ 4,660.14	\$ 13,980.39	9/27/08 - 10/31/08	
41	\$ 13,924.10	\$ 3,481.02	\$ 10,443.08	11/1/08 - 11/28/08	
41	\$ 13,947.38	\$ 3,486.84	\$ 10,460.54	11/29/08 - 12/26/08	
42	\$ 9,634.50	\$ 2,408.62	\$ 7,225.88	12/27/08 - 1/30/09	
43	\$ 16,128.82	\$ 4,032.20	\$ 12,096.62	1/31/09 - 2/27/09	
43	\$ 41,061.92	\$ 10,265.48	\$ 30,796.44	2/28/09 - 3/27/09	
43	\$ 35,011.93	\$ 8,752.99	\$ 26,258.94	3/28/09 - 4/24/09	
44	\$ 18,951.98	\$ 4,738.00	\$ 14,213.98	4/25/09 - 5/29/09	
44	\$ 45,804.89	\$ 11,451.22	\$ 34,353.67	5/30/09 - 6/30/09	
45	\$ 17,836.31	\$ 4,459.08	\$ 13,377.23	7/1/09 - 7/31/09	
45	\$ 16,767.98	\$ 4,191.99	\$ 12,575.99	8/1/09 - 8/28/09	
46	\$ 8,723.91	\$ 2,180.98	\$ 6,542.93	8/29/09 - 9/25/09	
46	\$ 4,287.23	\$ 1,071.81	\$ 3,215.42	9/26/09 - 10/30/09	
47	\$ 4,955.30	\$ 1,238.82	\$ 3,716.48	10/31/09 - 11/27/09	
47	\$ 8,957.17	\$ 2,239.29	\$ 6,717.88	11/28/09 - 12/25/09	
48	\$ 8,918.52	\$ 2,229.63	\$ 6,688.89	12/26/09 - 1/29/10	
48	\$ 1,097.47	\$ 274.37	\$ 823.10	1/30/10 - 2/26/10	
49	\$ 2,451.23	\$ 612.81	\$ 1,838.42	2/27/10 - 4/2/10	
49	\$ 706.78	\$ 176.70	\$ 530.08	4/3/10 - 4/30/10	
50	\$ 1,612.03	\$ 403.00	\$ 1,209.03	5/1/10 - 5/28/10	
50	\$ 10,365.64	\$ 2,591.41	\$ 7,774.23	6/1/10 - 6/30/10	
Subtotal	\$ 639,314.99	\$ 159,828.64	\$ 479,486.04		
Amount Reimbursed	\$ 159,828.64				
(Billing No. 39 - 50)					
Billing No.	Total Invoice	RCTC	SANBAG	Reporting	
to RCTC	Amounts	25%	75%	Period	
51	\$ 12,900.79	\$ 3,225.20	\$ 9,675.59	7/1/10 - 7/30/10	
51	\$ 41,512.75	\$ 10,378.19	\$ 31,134.56	7/31/10 - 8/27/10	
51	\$ 17,128.11	\$ 4,282.03	\$ 12,846.08	8/28/10 - 10/1/10	
52	\$ 39,134.50	\$ 9,783.63	\$ 29,350.87	10/2/10 - 10/29/10	
52	\$ 10,445.51	\$ 2,611.32	\$ 7,834.19	10/30/10 - 11/26/10	
52	\$ 5,027.19	\$ 1,256.80	\$ 3,770.39	11/27/10 - 12/31/10	
53	\$ 21,907.64	\$ 5,476.91	\$ 16,430.73	1/1/11 - 1/28/11	
53	\$ 9,941.30	\$ 2,485.33	\$ 7,455.97	1/29/11 - 2/25/11	
53	\$ 7,261.92	\$ 1,815.48	\$ 5,446.44	2/26/11 - 4/1/11	
53	\$ 19,070.67	\$ 4,767.67	\$ 14,303.00	4/2/11 - 4/29/11	
53	\$ 56,935.84	\$ 14,233.96	\$ 42,701.88	4/30/11 - 5/27/11	
53	\$ 78,167.65	\$ 19,541.91	\$ 58,625.74	5/28/11 - 6/30/11	
Subtotal	\$ 315,134.67	\$ 78,763.69	\$ 236,370.98		
Amount Reimbursed	\$ -				
(Billing No. 51 - 53)					
Combined Totals - Barton I/C					
Total Invoice	RCTC	SANBAG	Reporting		
Amount	25%	75%	Period		
Total:	\$ 954,449.36	\$ 238,612.33	\$ 715,837.02		
Total Reimbursed:	\$ 159,828.64				(Refund Amount)
Total Not Reimbursed:	\$ 794,620.72				

Task 845 - Mt. Vernon/ Washington I/C						
LSA Contract No. 03-045						
Billing No.	Total Invoice	RCTC	SANBAG	Reporting		
to RCTC	Amount	25%	75%	Period		
39	\$ 243.99	\$ 61.00	\$ 182.99	6/1/08 - 6/30/08		
42	\$ 213.50	\$ 53.38	\$ 160.12	1/1/09 - 1/31/09		
43	\$ 1,341.80	\$ 335.45	\$ 1,006.35	2/1/09 - 2/28/09		
43	\$ 4,142.15	\$ 1,035.53	\$ 3,106.62	3/1/09 - 3/31/09		
43	\$ 4,073.04	\$ 1,018.26	\$ 3,054.78	4/1/09 - 4/30/09		
44	\$ 1,238.92	\$ 309.73	\$ 929.19	5/1/09 - 5/31/09		
44	\$ 3,112.36	\$ 778.09	\$ 2,334.27	6/1/09 - 6/30/09		
45	\$ 2,877.40	\$ 719.35	\$ 2,158.05	7/1/09 - 7/31/09		
45	\$ 548.83	\$ 137.46	\$ 412.37	8/1/09 - 8/31/09		
46	\$ 1,337.71	\$ 334.43	\$ 1,003.28	9/1/09 - 9/30/09		
46	\$ 9,040.42	\$ 2,260.11	\$ 6,780.31	10/1/09 - 10/31/09		
47	\$ 2,952.74	\$ 738.18	\$ 2,214.56	11/1/09 - 11/30/09		
47	\$ 1,932.92	\$ 483.23	\$ 1,449.69	12/1/09 - 12/31/09		
48	\$ 14,595.66	\$ 3,648.96	\$ 10,946.90	1/1/10 - 1/31/10		
48	\$ 7,836.77	\$ 1,959.19	\$ 5,877.58	2/1/10 - 2/28/10		
49	\$ 3,405.72	\$ 851.43	\$ 2,554.29	3/1/10 - 3/31/10		
49	\$ 2,962.66	\$ 740.67	\$ 2,222.00	4/1/10 - 4/30/10		
50	\$ 2,458.66	\$ 614.67	\$ 1,843.99	5/1/10 - 5/31/10		
50	\$ 731.96	\$ 182.99	\$ 548.97	6/1/10 - 6/30/10		
Subtotal	\$ 65,048.41	\$ 16,262.11	\$ 48,786.30			
Amount Reimbursed	\$ 16,262.11					
(Billing No. 39 - 50)						
Billing No.	Total Invoice	RCTC	SANBAG	Reporting		
to RCTC	Amount	25%	75%	Period		
51	\$ 1,290.28	\$ 322.57	\$ 967.71	7/1/10 - 8/1/10		
51	\$ 2,348.17	\$ 587.04	\$ 1,761.13	8/2/10 - 8/29/10		
51	\$ 1,194.97	\$ 298.74	\$ 896.23	8/30/10 - 9/26/10		
52	\$ 732.34	\$ 183.08	\$ 549.26	9/27/10 - 10/31/10		
52	\$ 406.21	\$ 101.55	\$ 304.66	11/1/10 - 11/28/10		
52	\$ 160.10	\$ 40.03	\$ 120.07	1/3/11 - 1/30/11		
53	\$ 115.04	\$ 28.76	\$ 86.28	2/28/11 - 4/3/11		
Subtotal	\$ 6,247.11	\$ 1,581.77	\$ 4,665.34			
Amount Reimbursed	\$ -					
(Billing No. 51 - 53)						
LSA Contract No. 03-045						
Total Invoice	RCTC	SANBAG	Reporting			
Amount	25%	75%	Period			
Total: \$	71,295.52	\$ 17,823.88	\$ 53,471.65	4/1/09 - 6/30/11		
Total Reimbursed:	\$ 16,262.11			(Refund Amount)		
Total Not Reimbursed:	\$ 55,033.41					

Task 845 - Mt. Vernon/ Washington I/C						
AECOM Contract No. 03-046						
Billing No.	Total Invoice	RCTC	SANBAG	Reporting		
to RCTC	Amount	25%	75%	Period		
39	\$ 29,259.87	\$ 7,314.97	\$ 21,944.90	5/31/08 - 6/30/08		
40	\$ 14,000.34	\$ 3,500.08	\$ 10,500.26	7/1/08 - 7/25/08		
40	\$ 4,371.25	\$ 1,092.81	\$ 3,278.44	7/26/08 - 8/29/08		
40	\$ 25.84	\$ 6.46	\$ 19.38	8/30/08 - 9/26/08		
40	\$ 320.54	\$ 80.13	\$ 240.40	9/27/08 - 10/31/08		
41	\$ 8,289.31	\$ 2,072.33	\$ 6,216.98	11/1/08 - 11/28/08		
41	\$ 7,575.98	\$ 1,894.00	\$ 5,681.98	11/29/08 - 12/26/08		
42	\$ 11,859.98	\$ 2,964.99	\$ 8,894.99	12/27/08 - 1/30/09		
43	\$ 12,850.62	\$ 3,212.66	\$ 9,637.96	1/31/09 - 2/27/09		
43	\$ 7,105.91	\$ 1,776.48	\$ 5,329.43	2/28/09 - 3/27/09		
43	\$ 31,513.45	\$ 7,878.37	\$ 23,635.08	3/28/09 - 4/24/09		
44	\$ 27,299.12	\$ 6,824.78	\$ 20,474.34	4/25/09 - 5/29/09		
44	\$ 31,148.70	\$ 7,787.17	\$ 23,361.53	5/30/09 - 6/30/09		
45	\$ 28,931.56	\$ 7,232.89	\$ 21,698.67	7/1/09 - 7/31/09		
45	\$ 11,702.08	\$ 2,925.52	\$ 8,776.56	8/1/09 - 8/28/09		
46	\$ 9,833.41	\$ 2,458.35	\$ 7,375.06	8/29/09 - 9/25/09		
46	\$ 43,203.46	\$ 10,800.86	\$ 32,402.60	9/26/09 - 10/30/09		
47	\$ 44,551.51	\$ 11,137.87	\$ 33,413.64	10/31/09 - 11/27/09		
47	\$ 23,758.21	\$ 5,939.56	\$ 17,818.65	11/28/09 - 12/25/09		
48	\$ 32,620.13	\$ 8,155.03	\$ 24,465.10	12/26/09 - 1/29/10		
48	\$ 4,467.68	\$ 1,116.92	\$ 3,350.76	1/30/10 - 2/26/10		
49	\$ 21,701.57	\$ 5,425.39	\$ 16,276.18	2/27/10 - 4/2/10		
49	\$ 40,041.05	\$ 10,010.27	\$ 30,030.79	4/3/10 - 4/30/10		
50	\$ 4,758.42	\$ 1,189.61	\$ 3,568.81	5/1/10 - 5/28/10		
50	\$ 33,444.58	\$ 8,361.15	\$ 25,083.43	6/1/10 - 6/30/10		
Subtotal	\$ 482,634.57	\$ 120,658.65	\$ 361,975.92			
Amount Reimbursed	\$ 120,658.65					
(Billing No. 39 - 50)						
Billing No.	Total Invoice	RCTC	SANBAG	Reporting		
to RCTC	Amount	25%	75%	Period		
51	\$ 18,794.06	\$ 4,698.52	\$ 14,095.54	7/1/10 - 7/30/10		
51	\$ 7,518.63	\$ 1,879.66	\$ 5,638.97	7/31/10 - 8/27/10		
51	\$ 11,168.15	\$ 2,791.53	\$ 8,376.62	8/28/10 - 10/1/10		
52	\$ 12,022.59	\$ 3,005.65	\$ 9,016.94	10/2/10 - 10/29/10		
52	\$ 17,586.51	\$ 4,396.63	\$ 13,189.88	10/30/10 - 11/26/10		
52	\$ 5,437.28	\$ 1,359.32	\$ 4,077.96	11/27/10 - 12/31/10		
Subtotal	\$ 72,525.22	\$ 18,131.51	\$ 54,393.71			
Amount Reimbursed	\$ -					
(Billing No. 51 - 53)						
AECOM Contract No. 03-046						
Total Invoice	RCTC	SANBAG	Reporting			
Amount	25%	75%	Period			
Total: \$	555,159.79	\$ 138,790.16	\$ 416,369.63	3/28/09 - 12/31/10		
Total Reimbursed:	\$ 120,658.65			(Refund Amount)		
Total Not Reimbursed:	\$ 434,501.14					

Task 845 - Mt. Vernon/ Washington I/C					
Combined Totals for Contract No.s 03-045 & 03-046					
Billing No.	Total Invoice	RCTC	SANBAG	Reporting	
to RCTC	Amounts	25%	75%	Period	
39	\$ 29,259.87	\$ 7,314.97	\$ 21,944.90	5/31/08 - 6/30/08	
40	\$ 14,000.34	\$ 3,500.08	\$ 10,500.26	7/1/08 - 7/25/08	
40	\$ 4,371.25	\$ 1,092.81	\$ 3,278.44	7/26/08 - 8/29/08	
40	\$ 25.84	\$ 6.46	\$ 19.38	8/30/08 - 9/26/08	
40	\$ 320.54	\$ 80.13	\$ 240.40	9/27/08 - 10/31/08	
41	\$ 8,289.31	\$ 2,072.33	\$ 6,216.98	11/1/08 - 11/28/08	
41	\$ 7,575.98	\$ 1,895.00	\$ 5,681.98	11/29/08 - 12/26/08	
42	\$ 12,075.48	\$ 3,019.37	\$ 9,056.11	12/27/08 - 1/30/09	
43	\$ 14,192.42	\$ 3,548.11	\$ 10,644.31	1/31/09 - 2/27/09	
43	\$ 11,246.06	\$ 2,812.01	\$ 8,434.05	2/28/09 - 3/27/09	
43	\$ 35,566.49	\$ 8,895.63	\$ 26,670.86	3/28/09 - 4/24/09	
44	\$ 28,530.04	\$ 7,134.51	\$ 21,405.53	4/25/09 - 5/29/09	
44	\$ 34,261.05	\$ 8,565.26	\$ 25,695.79	5/30/09 - 6/30/09	
45	\$ 31,806.96	\$ 7,952.24	\$ 23,854.72	7/1/09 - 7/31/09	
45	\$ 12,251.61	\$ 3,062.90	\$ 9,188.71	8/1/09 - 8/28/09	
46	\$ 11,171.12	\$ 2,792.76	\$ 8,378.36	8/29/09 - 9/25/09	
46	\$ 52,243.56	\$ 13,060.87	\$ 39,182.69	9/26/09 - 10/30/09	
47	\$ 47,504.25	\$ 11,876.05	\$ 35,628.20	10/31/09 - 11/27/09	
47	\$ 25,691.13	\$ 6,422.79	\$ 19,268.34	11/28/09 - 12/25/09	
48	\$ 47,215.90	\$ 11,803.89	\$ 35,412.01	12/26/09 - 1/29/10	
48	\$ 12,304.45	\$ 3,076.11	\$ 9,228.34	1/30/10 - 2/26/10	
49	\$ 25,107.29	\$ 6,276.82	\$ 18,830.47	2/27/10 - 4/2/10	
49	\$ 43,003.71	\$ 10,750.94	\$ 32,252.77	4/3/10 - 4/30/10	
50	\$ 7,217.08	\$ 1,804.26	\$ 5,412.82	5/1/10 - 5/28/10	
50	\$ 34,176.54	\$ 8,544.14	\$ 25,632.40	6/1/10 - 6/30/10	
Subtotal	\$ 547,662.98	\$ 136,920.76	\$ 410,742.22		
Amount Reimbursed	\$ 136,920.76				
(Billing No. 39 - 50)					
Billing No.	Total Invoice	RCTC	SANBAG	Reporting	
to RCTC	Amounts	25%	75%	Period	
51	\$ 20,084.34	\$ 5,021.09	\$ 15,063.25	7/1/10 - 7/30/10	
51	\$ 9,856.60	\$ 2,464.70	\$ 7,401.90	7/31/10 - 8/27/10	
51	\$ 12,361.12	\$ 3,090.27	\$ 9,270.85	8/28/10 - 10/1/10	
52	\$ 12,754.93	\$ 3,188.73	\$ 9,566.20	10/2/10 - 10/29/10	
52	\$ 17,892.72	\$ 4,473.18	\$ 13,419.54	10/30/10 - 11/26/10	
52	\$ 5,697.38	\$ 1,424.35	\$ 4,273.03	11/27/10 - 12/31/10	
53	\$ 115.04	\$ 28.76	\$ 86.28	2/28/11 - 4/3/11	
Subtotal	\$ 78,772.33	\$ 19,993.08	\$ 58,779.25		
Amount Reimbursed	\$ -				
(Billing No. 51 - 53)					
Combined Totals - Mt. Vernon/Washington I/C					
Total Invoice	RCTC	SANBAG	Reporting		
Amount	25%	75%	Period		
Total: \$	626,435.31	\$ 156,913.84	\$ 469,521.46		
Total Reimbursed:	\$ 136,920.76			(Refund Amount)	
Total Not Reimbursed:	\$ 489,514.55				

LSA Contract No. 03-045					
Total Invoice	RCTC	SANBAG	Reporting		
Amount	25%	75%	Period		
Total: \$	505,632.72	\$ 126,463.17	\$ 379,169.55	4/1/09 - 6/30/11	
Total Reimbursed:	\$ 83,893.95			(Refund Amount)	
Total Not Reimbursed:	\$ 421,738.77				

AECOM Contract No. 03-046					
Total Invoice	RCTC	SANBAG	Reporting		
Amount	25%	75%	Period		
Total: \$	1,076,051.95	\$ 268,789.99	\$ 807,261.96	3/28/09 - 12/31/10	
Total Reimbursed:	\$ 212,895.45			(Refund Amount)	
Total Not Reimbursed:	\$ 863,366.50				

Combined Totals - Barton & Mt. Vernon/Washington					
Total Invoice	RCTC	SANBAG	Reporting		
Amount	25%	75%	Period		
Total: \$	1,580,904.67	\$ 395,223.17	\$ 1,185,681.50		
Total Reimbursed:	\$ 269,749.40			(Refund Amount)	
Total Not Reimbursed:	\$ 1,311,155.17				

HOV Gap Closure project was approved in April 2011, and SANBAG has since been leading the Right-of-Way certification process.

At a special Board meeting in November 2011, the Board authorized staff to proceed with the acquisition of thirty two (32) partial takes, permanent easements, and temporary construction easements that were required for the project at an estimated cost of \$2,003,973. During subsequent negotiations between SANBAG's Right-of-Way agent, Overland, Pacific & Cutler, Inc. (OPC) and property owners, it was determined that an additional amount of \$340,000 would be needed in order to conclude the negotiations and to reach agreement with all property owners.

The additional amount of \$340,000 is to cover increases in cost relative to three properties: BNSF, Skerrett, and the Lamar Billboards. The BNSF and Skerrett properties were appraised and negotiations ensued based upon the initial design and right of way requirements. After further research and coordination with the Project design team and the subject property owners, it was necessary to expand the right of way requirements at these two parcels to facilitate construction of the project. The temporary construction easement over the BNSF property increased by 170,000 square feet, and after considering the cumulative impacts to the Skerrett parcel, this property resulted in a full take acquisition.

On the Lamar Billboards, an agreement was negotiated with the owner to secure the necessary right of way (Possession & Use Agreement). However, the owner retains the right to make a claim for the loss of business goodwill in the event the subject billboards are not able to be relocated prior to construction.

Staff is recommending that the Board authorize an additional amount of \$340,000 to cover the anticipated additional Right-of-Way costs described above and associated with the BNSF, Skerrett, and the Lamar Billboards. The requested amount of \$340,000 is based on an estimate prepared by SANBAG's Right-of-Way consultant, OPC, and includes a 25% contingency for potential changes in cost and/or scope.

Recommendation 2: In January 2012, the Board approved Right-of-Way Cooperative Agreement No. C11015 with Caltrans for the acquisition of properties required for the replacement of the I-215/Newport Overcrossing as part of the I-215 Bi-County HOV project.

In February 2012, the Board authorized staff to proceed with the purchase of four (4) easements which were appraised for an estimated total cost of

\$148,913. During subsequent negotiations between SANBAG's Right-of-Way agent, Overland, Pacific & Cutler, Inc. (OPC) and property owners, it was determined that an additional amount of \$762,000 would be needed in order to conclude the negotiations and to reach agreement with all property owners.

The additional amount of \$762,000 is to cover the cost of unanticipated relocation/restoration work on Southern California Edison's (SCE) Vista substation located on Newport Ave in Grand Terrace, CA. The needed temporary and permanent access/easements at this location require SCE to temporarily relocate several facilities within the Vista substation. In order to grant free and clear access to the requested area, SCE must relocate its existing perimeter fence line into an area currently inside the substation. SCE must also relocate all facilities that can feasibly be relocated between the temporary fence line location (within the substation) and the current fence line. These facilities include existing security equipment, copper ground grid, underground conduit, telecom cables, pullboxes, poles, landscaping and irrigation, etc. After construction is completed, all facilities will be put back into their original location, including the chain link fence and concrete walls, and replacing copper ground grid and security equipment, etc.

Staff is recommending that the Board authorize an additional amount of \$762,000 to cover the previously unanticipated restoration work at the SCE Vista substation. The requested amount of \$762,000 is based on an estimate prepared by SCE and reviewed by staff, and includes a 25% contingency for potential changes in scope.

Obtaining Board authorization for the requested additional funds of \$340,000 for the I-215 Bi-County HOV Project and \$762,000 for the Newport Overcrossing Project would enable staff to conclude negotiations and reach agreement with property owners, and meet the planned construction schedule for both projects so as not to jeopardize the Congestion Mobility Improvement Account (CMIA) funds that have been programmed for construction.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget. Funding is provided under Task No. 83912000. The funding source is Congestion Mitigation Air Quality, and MSI – 1990 Valley Major Projects.

Reviewed By: This item will be reviewed by the Major Projects Committee on April 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed this item as to form.

Responsible Staff: Khalil Saba, Project Delivery Manager



- 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: April 12, 2012

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

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

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

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

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

*

	<p><i>Approved</i> <i>Major Projects Committee</i></p> <p><i>Date:</i> <u>April 12, 2012</u></p> <p><i>Moved:</i> _____ <i>Second:</i> _____</p> <p><i>In Favor:</i> _____ <i>Opposed:</i> _____ <i>Abstained:</i> _____</p> <p><i>Witnessed:</i> _____</p>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">COG</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">CTC</td> <td style="width: 12.5%; text-align: center;">X</td> <td style="width: 12.5%;">CTA</td> <td style="width: 12.5%; text-align: center;">X</td> <td style="width: 12.5%;">SAFE</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;">CMA</td> <td style="width: 12.5%;"></td> </tr> </table>	COG		CTC	X	CTA	X	SAFE		CMA		
COG		CTC	X	CTA	X	SAFE		CMA			

Check all that apply.
 MPC1204a-ks
 Attachments: C12212

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

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

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

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

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

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

Major Projects Agenda Item
April 12, 2012
Page 3

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

Responsible Staff: Khalil Saba, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 12212 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and California Department of Transportation

Contract Description Cooperative Agreement for the Plans, Specifications, & Estimate (PS&E) and Right-of-Way Phases of the I-215/Barton Road Interchange Project

Board of Director's Meeting Date: May 2, 2012	
Overview of BOD Action: Approve Cooperative Agreement C12212	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW				
Original Contract Amount	\$	2,332,047	Original Contingency Amount	\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	2,332,047	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ 0
Current Amendment Amount	\$	0	Contingency Amendment	\$ 0
TOTAL CONTRACT VALUE	\$	2,332,047	TOTAL CONTINGENCY VALUE	\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$ 2,332,047

Contract Start Date 5/2/2012	Current Contract Expiration Date 12/31/2014	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 84012000				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? MSI 1990-Valley Major Projects				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: MSI 2010-Valley Freeway Projects and DEMO funds will be used in future years.				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

 Task Manager Signature	3-26-12 Date	 Project Manager Signature	3-22-12 Date
 Chief Financial Officer Signature	3/28/12 Date	 Contracts Manager Signature	4/2/12 Date

MM 3/28/12

COOPERATIVE AGREEMENT

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

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

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

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. For the purpose of this Agreement, reconstruct interchange on Interstate 215 at Barton Road interchange in Grand Terrace will be referred to hereinafter as PROJECT. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.

This Agreement will include the following PROJECT COMPONENTS: PS&E and R/W.

3. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.
4. Prior to this Agreement, SANBAG developed the PA&ED under Cooperative Agreement No. 08-1341 (SANBAG Cooperative Agreement No. 08-099).
5. The estimated date for OBLIGATION COMPLETION is December 31, 2014.
6. In this Agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
7. From this point forward, PARTNERS define in this Agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

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

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

SCOPE

Scope: General

15. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
16. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
17. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
18. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
19. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
20. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all

applicable regulations and coverage determinations issued by the Director of Industrial Relations.

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

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

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

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

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

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

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

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
34. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
35. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
36. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
37. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Scope: Environmental Permits, Approvals and Agreements

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

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

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

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

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

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

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

50. SANBAG will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.

51. SANBAG will provide CALTRANS a copy of conflict maps, Relocation Plan, proposed Notices to Owner, Report of Investigation, and Utility Agreement (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to R/W Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

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

Scope: Right of Way (R/W)

53. SANBAG will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

54. SANBAG will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right of way activities. A qualified right of way agent will administer all right of way consultant contracts.

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

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

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

Cost: General

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

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

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

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

Each PARTNER will designate an authorized representative to sign the FUNDING SUMMARY on its behalf.

59. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
60. If a PARTNER has received Electronic Funds Transfer (EFT) certification from CALTRANS, that PARTNER will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
61. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.
62. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

63. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
64. 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.
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. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
72. 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.
73. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.
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 the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate.
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 PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

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

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 are PARTNERS amend this Agreement.

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

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

Cost: Environmental Permits, Approvals and Agreements

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

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

82. SANBAG will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with

federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

SCHEDULE

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

GENERAL CONDITIONS

84. 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
85. 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.
86. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
87. 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.

88. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by 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.

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

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

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

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

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

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

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

DEFINITIONS

ARRA – American Recovery and Reinvestment Act of 2009

CALTRANS – The California Department of Transportation

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

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

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

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

FHWA – Federal Highway Administration

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

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

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

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

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

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

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

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

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

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

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

OBLIGATIONS – All responsibilities included in this Agreement.

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

PARTNER – Any individual signatory party to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

WORK – All scope activities included in this Agreement.

CONTACT INFORMATION

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

The primary Agreement contact person for CALTRANS is:

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

The primary Agreement contact person for SANBAG is:

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

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORATION AUTHORITY

APPROVED

APPROVED

By: _____
Syed Raza
Acting District Director

By: _____
Larry McCallon
Board President

Date: _____

CERTIFIED AS TO FUNDS:

ATTEST

By: _____
Lisa Pacheco
Budget Manager

By: _____
Vicki Watson
Board Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Penny Alexander-Kelley
SANBAG's Counsel

Date: _____

By: _____
Kathleen Murphy-Perez
Contracts Manager

Date: _____

SCOPE SUMMARY

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

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

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

FUNDING SUMMARY Number 1

Project Number: 0800000282
 CALTRANS Agreement: 08-1537
 C12212

Part I – FUNDING SUMMARY table

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

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

Billing and payment details follow.

FUNDING SUMMARY Number 1

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part II – Billing and Payment Details

Responsibilities

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

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

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

- CALTRANS

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

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

PARTNERS will exchange funds for actual costs.

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

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

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

FUNDING SUMMARY Number 1

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Cost: R/W SUPPORT

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

- SANBAG

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

- No invoicing will occur for this PROJECT COMPONENT.

Cost: R/W CAPITAL

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

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

- SANBAG may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

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

FUNDING SUMMARY Number 1

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORATION AUTHORITY

APPROVED

APPROVED

By: _____
Basem Muallem
Deputy District Director, PPM

By: _____
Larry McCallon
Board President

Date: _____

Date: _____

District Budget Manager

ATTEST

By: _____
Vicki Watson
Board Clerk

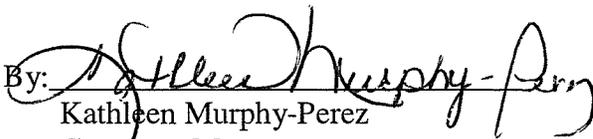
HQ Accounting

Date: _____

APPROVED AS TO FORM

By: _____
Penny Alexander-Kelley
SANBAG's Counsel

Date: _____

By: 
Kathleen Murphy-Perez
Contracts Manager

Date: 4/2/12



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

Minute Action

AGENDA ITEM: 11

Date: April 12, 2012

Subject: Pepper Avenue Extension Project in the City of Rialto

Recommendation:* Approve Amendment No. 4 to Cooperative Agreement No. C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from November 30, 2012 to April 1, 2013.

Background: **This is an amendment to an existing contract.** The Pepper Avenue Extension Project will extend Pepper Avenue from its current terminus just north of Baseline Avenue in the City of Rialto to Highland Avenue. The purpose of this 4th amendment is to again extend the deadline for the City of Rialto to complete the construction of the project.

The SR-210 Pepper Avenue Interchange was initially included as a component of the SR-210 corridor project. Caltrans and FHWA required the construction of the Pepper Avenue Extension Project be completed before or concurrent with construction of the SR-210/Pepper Interchange. Because Pepper Avenue had not been extended in time for the construction of the SR-210 corridor, the interchange was never constructed. However, a bridge at Pepper Avenue was built.

In March 2000, the SANBAG Board approved Cooperative Agreement No. C00067 with the City of Rialto which established the responsibilities for funding, design, and construction of the Pepper Avenue Extension Project. Cooperative Agreement No. C00067 set the completion date for

*

COG	CTC	CTA	X	SAFE	CMA				

Check all that apply.
 MPC1204a-pm
 Attachment: MPC1204a1-pm and C00067-04

Approved
 Major Projects Committee

Date: April 12, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

the City's funding and constructing of the Pepper Avenue extension. This original agreement required that the City secure funding for the Pepper Avenue extension by July 28, 2000. This deadline was extended by the SANBAG Board and the City three times for various reasons under three separate amendments. Under Amendment No. 3 to Agreement C00067, the City agreed to complete the construction of the Pepper Avenue Extension to no later than November 30, 2012 or the City will reimburse SANBAG for the full cost of the design and construction of the bridge at Pepper Avenue.

On March 12, 2012, the City of Rialto requested another extension to the construction completion deadline due to a delay in the start of construction (See Attachment A). The delay was attributed to a lengthy permitting process by the United States Army Corps of Engineers (USACE) and the United States Fish and Wildlife Service (USFWS). The City contends that the factors for the delay were beyond its control. A construction contract was awarded by the City of Rialto in October 2011; however, the start of construction was placed on hold pending receipt of permits needed from USACE and USFWS.

At this time, the City has received all required environmental permits and is ready to proceed with construction of the Pepper Avenue Extension Project and complete all construction activities 330 calendar days after an anticipated Notice to Proceed to the contractor in April 2012. Staff is recommending that the Board approve Amendment No. 4 to Cooperative Agreement No. C00067 to extend the City's deadline to complete the construction of the Pepper Avenue Extension Project to April 1, 2013.

Financial Impact: This item is consistent with the 2012/2013 Fiscal Year Budget under Task No. 0820. This item does not have a direct financial impact.

Reviewed By: This item will be reviewed by the Major Projects Committee on April 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Khalil Saba, Project Delivery Manager



City of Rialto

California

March 12, 2012

Ty Schuiling, Interim Executive Director
San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Subject: Pepper Avenue Extension Project – Contract No. 00-067

Dear Mr. Schuiling:

The contract for this project has been awarded and the final contracts are being executed in the City Clerk's office of the City. A pre-construction meeting is being arranged and our environmental consultant is working on collecting the plants and animals as required by the Biological Opinion and permit conditions. The project specifications allow 330 calendar days for the completion of this work. While we do not yet have a specific Notice to Proceed date, it is anticipated that it will be established at or near April 1, 2012. We feel the contractor will make every effort to complete the project is less than the 330 calendar day time frame but we cannot be 100 percent certain that the entire project will be completed prior to the current November 30, 2012 date established in the third amendment to our agreement, dated August 5, 2009.

Our request is for SANBAG's consideration of a final extension to allow the timely completion of the project. We would like to request written assurance that SANBAG is aware that the project construction is proceeding in an acceptable manner. We also request your written agreement for both this extension and if necessary possible future extensions in the event the portion of Pepper Avenue which SANBAG staff is suggesting we add to this project (from our northerly terminus to Highland Avenue) is added.

We fully understand SANBAG's time constraints for the ramp work and the desire to include the Pepper Avenue extension in our work to expedite the project and provide connectivity until the ramps are completed but we must also acknowledge our overall responsibility to the completion time in the agreement of November 30, 2012.

It was only February 28, 2012, that the City finally received permits including the 404 permit from the U.S. Army Corps of Engineers and the final Biological Opinion from the U.S. Fish and Wildlife Service thus permitting us to proceed.

Letter to SANBAG – Pepper Avenue Extension

March 12, 2012

Page 2

In closing, we would like to offer our gratitude for your staff's continued understanding of the challenges related to this project and their assistance in resolving issues as they arise. Finally, if you have any questions or require any additional information regarding this request, please contact Nadeem Syed, Public Works Deputy Director/Assistant City Engineer at (909) 421-7279.

Sincerely,



Gene R. Klatt, P.E.

Interim Public Works Director/City Engineer

cc: Mayor Pro Tem Scott and Members of City Council
Michael Story, City Administrator
Robb Steel, Assistant to City Administrator/Director of Development Services



CONTRACT SUMMARY SHEET

Contract No. C00067 Amendment No. 04

By and Between

San Bernardino County Transportation Authority and City of Rialto

Contract Description Pepper Avenue Extension to State Route 210

Board of Director's Meeting Date: May 2, 2012
Overview of BOD Action: Approve Amendment No. 4 to Cooperative Agreement No.C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from November 30, 2012 to April 1, 2013.
 Is this Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$ -	Original Contingency Amount	\$ -
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$ -	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ -
Current Amendment Amount	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ -
Contract Start Date 3/15/00	Current Contract Expiration Date 11/30/12	Revised Contract Expiration Date 4/01/13	
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. The term of the contract has been amended to allow the City time to complete the construction of the Pepper Avenue extension.			

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 820 <input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? This agreement has no financial impact				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: <i>No financial impact.</i>				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate ____ %	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal ____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal ____ %	

 Task Manager Signature	4/5/12 Date	 Project Manager Signature	4/5/12 Date
 Chief Financial Officer Signature	4/5/12 Date	 Contracts Manager Signature	Date

mm
4/5/12

AMENDMENT NO. 4 TO CONTRACT NO: C00067

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF RIALTO

PEPPER AVENUE EXTENSION TO STATE ROUTE 30

THIS AMENDMENT NO. 4 is effective as of the “Effective Date” identified herein, by and between the San Bernardino County Transportation Authority (“AUTHORITY”) and the City of Rialto, a municipal corporation of the State of California (“CITY”), both collectively known as “PARTIES”.

RECITALS:

WHEREAS, CITY has undertaken a project to extend Pepper Avenue from its current terminus located approximately 1,900 feet north of Baseline Avenue to approximately 200 feet south of State Route 210 (“PROJECT”).

WHEREAS, the PROJECT is required to satisfy Caltrans reviewers that adequate utility is present to complete the design and construct the proposed State Route 210/Pepper Avenue Interchange (“INTERCHANGE”); and

WHEREAS, the roles and responsibilities of the CITY and SANBAG were agreed to in Cooperative Agreement No. C00067 as amended by Amendment No. C00067-01, Amendment No. C00067-02, and Amendment No. C00067-03; and

WHEREAS the CITY has notified SANBAG that is has been unable to meet the conditions as stipulated in Cooperative Agreement C00067 as amended by Amendments No. C00067-01, C00067-02, and C00067-03; and

WHEREAS SANBAG and the CITY have agreed to a revised term for the work associated with the PROJECT.

NOW THEREFORE, AUTHORITY and CITY agree to amend Cooperative Agreement C00067 in the following particulars only:

1. The first paragraph of the Recitals of Amendment No. C00067-03 shall be superseded and replaced by the following:

“The CITY shall construct the PROJECT and provide SANBAG a Notice of Completion for the PROJECT no later than the milestone date of April 1, 2013. The CITY shall be responsible for gaining environmental clearance, designing, and constructing the PROJECT in order to satisfy Caltrans reviewers that Pepper Avenue will provide adequate utility to justify the construction of the INTERCHANGE.

The CITY shall reimburse AUTHORITY the full cost of the Pepper Avenue undercrossing structure (including both left and right bridges) (“BRIDGES”) if the CITY does not complete construction of the PROJECT and provide SANBAG a Notice of Completion no later than April 1, 2013. Said costs will include the cost of construction and the cost of design engineering for the BRIDGES. The design engineering costs for the BRIDGES, as stipulated in C00067, will be calculated by multiplying the engineering cost of all Segment 10 by the proportion of the construction costs for the BRIDGES plus actual costs incurred by AUTHORITY on the design engineering of INTERCHANGE.

Should CITY encounter any unanticipated sensitive cultural or paleontological resources during construction, causing a delay in the completion of PROJECT by April 1, 2013, CITY agrees to promptly notify AUTHORITY and PARTIES agree to discuss the issue and its impact to the termination date of this contract.

SANBAG shall be responsible for funding design engineering, obtaining environmental compliance, and constructing the INTERCHANGE provided that CITY submits a Notice of Completion for the PROJECT by April 1, 2013. If it becomes unreasonable to construct the INTERCHANGE due to excessive costs related to but not limited to high environmental mitigation costs or steep escalation of construction related costs, or difficulty with obtaining project approval from Caltrans for the construction of INTERCHANGE, the CITY and SANBAG shall agree to work cooperatively to develop alternative solutions.”

2. All other provisions of C00067 as previously amended shall remain in full force and effect and are incorporated herein by this reference.
3. The “Effective Date” of this Amendment No. 4 is the date AUTHORITY executes said Amendment.

IN WITNESS WHEREOF, the "Effective Date" of Amendment No. 4 is the date signed by AUTHORITY.

CITY OF RIALTO

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Grace Vargas
Mayor

By: _____
Larry McCallon, President
Board of Directors

Date: _____

Date: _____

Approved As To Form And Procedure:

Attest: _____
Vicki Watson
Board Secretary

By: _____
City Attorney

Approved As To Form And Procedure:

By: _____
Penny Alexander-Kelley
General Counsel

Concurred: _____
Kathleen Murphy-Perez
Contracts Manager



- 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: April 12, 2012

Subject: Right-of-Way Appraisals and Acquisition for the Laurel Street Grade Separation Project

- Recommendation:** *
1. Approve appraisals on properties needed for the Laurel Street Grade Separation Project for one permanent easement, one partial acquisition, three temporary construction easements, utility easements, and one access easement on four properties in the City of Colton as identified in Attachment "A", copies of which are on file with the Director of Project Delivery.

 2. Authorize acquisition of parcels needed for the Laurel Street Avenue Grade Separation Project as listed in Attachment "A" at a not to exceed aggregate amount of \$3,972,200 for a total allowance for property acquisition of \$5,070,750.

 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 Laurel Street Grade Separation Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507).

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the BNSF rail line. SANBAG is the lead agency for the

*

Approved
 Major Projects Committee

Date: April 12, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
-----	--	-----	---	-----	--	------	--	-----	--

Check all that apply.

MPC1204b-pm

Attachment: MPC1203b1-pm and MPC1203b2-pm

Right-of-Way (ROW) phase as agreed to in the Memorandum of Understanding (MOU) No. C10201 that was approved by SANBAG Board of Directors and executed between SANBAG, the City of Colton, Union Pacific Railroad, and BNSF Railway in May 2010.

The environmental document for the Laurel Street Grade Separation Project was approved in December 2011, which cleared the way for SANBAG to proceed with the right-of-way acquisition process.

Recommendation 1: The project requires one full acquisition and the acquisition of a total of 8 permanent easements, 16 temporary construction easements, and 11 utility easements on 17 properties total needed for the project. Appraisals for 13 properties were presented to the April 2012 Board meeting. This agenda item addresses the remaining four properties needed for the project.

Overland, Pacific & Cutler, Inc. (OPC), SANBAG's Right-Of-Way consultant, has completed appraisals of the subject properties shown on Attachment "A" and the required documentation for acquisition. Copies of these appraisals are on file with the Director of Project Delivery. Staff recommends approval of these appraisals.

Recommendation 2: The total estimated acquisition cost for the four properties identified in Attachment "A" is \$3,972,200 and includes the appraised costs, relocation assistance, and demolition costs, and includes an approximate 25% contingency above the appraised values contained in the appraisal reports. The next step in the process requires negotiations with property owners and execution of ROW Acquisition Agreements.

Staff is recommending that the Board authorize staff to proceed with the acquisition of the properties identified in Attachment "A", for a total not to exceed amount of \$3,972,200 for a total property acquisition of \$5,070,750. Staff would like to make the Board aware that while condemnation actions for these properties is a last resort and while 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 project ROW phase will be funded with Measure I Valley Major Streets and contributions from UPRR and the City of Colton.

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 sign the agreement, 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 properties identified herein. Standard SANBAG agreement format will be used for these acquisitions and a copy of this standard agreement is attached for reference as Attachment “B”.

The table below summarizes the current project schedule:

Environmental Approved	September 2011
Design Approved & R/W Certified	January 2013
Start Construction	March 2013
End Construction	March 2015

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 Budget. Funding for this contract will be provided under Task No. 0884. The funding sources are: MSI 2010-Valley Major Streets; Local – UPRR; and Local – City of Colton.

Reviewed By: This item will be reviewed by the SANBAG Major Projects Committee on April 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form. ROW Acquisition Agreements have been reviewed by SANBAG’s On-Call ROW legal firm, Woodruff, Spradlin, & Smart as to form.

Responsible Staff: Khalil Saba, Project Delivery Manager

Attachment "A"

Laurel Street Grade Separation Project - Parcels Information

A.P.N. #	OWNER	TYPE
0160-241-56 0160-241-59	R.J. & R. Partnership	Temporary Construction Easement Public Utilities Easement Access Easement
0160-241-57 0160-241-58	Thomas Hayward	Temporary Construction Easement Public Utilities Easement
0160-242-24	Laurel Miller LLC	Permanent Easement Temporary Construction Easement Public Utilities Easement
0160-161-01	Bordwell Investment, LLC	Partial Acquisition

PARCEL NO.:
APN:
TITLE REPORT NO:
PROJECT:
FEDERAL ID NO:

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into by and between the San Bernardino County Transportation Commission, a public agency of the State of California, (hereinafter called "Commission"), and _____ (hereinafter called "Seller") for acquisition by Commission of certain real property hereinafter set forth for the construction of the Laurel Street Grade Separation Project (hereinafter called the "Project").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller owns that certain real property identified as Assessor Parcel Number _____, located at _____, in the City of Colton, County of San Bernardino, State of California. 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 legally described and depicted 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. 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 described and depicted on the attached Exhibit "B" and incorporated herein by this reference (hereinafter the fee acquisition and temporary construction easement shall be collectively referred to as the "Property").

- 3.2. Seller further agrees to execute and thereby convey to Commission the deed(s) attached hereto as Exhibit "C" and incorporated herein by this reference. The

Commission will have the right to record the deed(s) in the County Recorder's Office for the County of San Bernardino.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of said deed(s) to Commission, provide Commission 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.

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 reconveyances 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(s) 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 escrow, recording and title insurance fees incurred in this transaction.
8. **POSSESSION AND USE.** Commission requires immediate possession of the Property to construct the 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 Property, 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 Property shall be conditioned upon and shall commence on the date said sum is paid into escrow (as defined above). 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 rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Seller, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Commission and any and all of Commission's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Seller may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.), regulations adopted by the Federal Government to implement 42 U.S.C. sec. 4601, et seq., pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from Commission, or receive any financial gain from, Commission's sale of any portion of the Property, any right to challenge Commission's adoption of a resolution of necessity, any right to receive any

notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any other obligation placed upon Commission pursuant to Code of Civil Procedure sections 1230.020 through 1273.050, any other rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025, and claims litigation expenses, attorney's fees, statutory interest and/or costs.

10. WAIVER UNDER SECTION 1542. The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete, except as expressly provided herein. Accordingly, except as provided herein, upon and subject to the Close of Escrow:

a. Pursuant to the releases set forth in this Agreement, Seller and Commission each hereby specifically waive the provision of section 1542 of the Civil Code of the State of California which provides:

“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 settlement with the debtor.”

b. Seller and Commission each represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

11. CONSTRUCTION CONTRACT AND CURATIVE WORK. 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:

a. 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.

c. It is further understood between the parties hereto that if the improvements referred to in Paragraph 11b 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.

12. 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 to perform the construction items referred to in Paragraph 11a above and for any of the following reasons.
 - a. To make necessary and reasonable inspections.
13. 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.
14. 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 with the dismissal of any eminent domain action pertaining to the Property.
15. 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. Seller shall not do anything which would impair Seller's title to any of the Property until after the Close of Escrow.
 - 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 the lawful owner of the Property and has good, clear title to the Property.
 - g. Seller shall maintain the Property in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
 - h. Each of the above warranties and representations is material and is relied upon by Commission separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date that the deeds are recorded and shall survive the recording of the deeds.
16. 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).
17. 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.

18. 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).
19. 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.
20. 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.
21. NO BROKERS. Commission and Seller each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.
22. 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.
23. 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 of its interests or rights under this Agreement or under the Escrow without the consent of Seller.
24. 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.
25. 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.

26. **NOTICES.** Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following addresses:

To Seller:

To Commission:

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Paul Melocoton,
Project Manager

With a copy to:

Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
Attn: Craig Farrington/Alyson Suh

27. **RECORDING.** Neither party shall have the right to record this Agreement in the Recorder's Office for San Bernardino County.
28. **SEVERABILITY.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.
29. **CONSTRUCTION.** Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
30. **AUTHORITY.** Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

SELLER

Dated: _____

By: _____

(Name and Title)

Dated: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

By: _____

William T. Schuiling
Interim Executive Director

APPROVED AS TO FORM:

By: _____

Craig G. Farrington
Alyson C. Suh

PLACEHOLDER FOR EXHIBIT A

PLACEHOLDER FOR EXHIBITS B AND/OR C
(If Applicable)

PARCEL NO.:
APN:
TITLE REPORT NO.:
PROJECT:
FEDERAL ID NO.:

**AGREEMENT FOR ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT is entered into by and between the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California (hereinafter called "Commission"), and _____ (hereinafter called "Seller") for acquisition by Commission of a temporary construction easement ("TCE") as described herein for the construction of the Laurel Street Grade Separation Project (hereinafter called the "Project").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller owns that certain real property identified as Assessor Parcel Number _____, located at _____, in the City of Colton, County of San Bernardino, State of California (hereinafter called the "Property"). 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"), a TCE over all that certain Property legally described and depicted 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

Purchase Price
(\$0.00)

3. CONVEYANCE OF EASEMENT. Seller agrees to convey to Commission a TCE in, on, over and above the Property described and depicted on the attached Exhibit A and incorporated herein by this reference.

3.1 Seller further agrees to execute and thereby convey to Commission the Easement Deed attached hereto as Exhibit B and incorporated herein by this reference. The Commission will have the right to record the Easement Deed in the County Recorder's Office for the County of San Bernardino.

4. ESCROW. Commission may elect 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 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.

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 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 NINETY (90) DAYS FOLLOWING THE ESCROW OPENING DATE.

6. ESCROW FEES, CHARGES AND COSTS. Commission agrees to pay all escrow, recording and title insurance fees incurred in this transaction.

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 Commission, by reason of Commission's acquisition of the TCE, specifically including, but not limited to, any and all rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Seller, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Commission and any and all of Commission's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Seller may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.), regulations adopted by the Federal Government to implement 42 U.S.C. sec. 4601, et seq., pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from Commission, or receive any financial gain from, Commission's sale of any portion of the Property, any right to challenge Commission's adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any other obligation placed upon Commission pursuant to Code of Civil Procedure sections 1230.020 through 1273.050, any other rights conferred upon Seller pursuant to Code of Civil Procedure

sections 1245.245 and 1263.615 and 1263.025, and claims litigation expenses, attorney's fees, statutory interest and/or costs.

8. WAIVER UNDER SECTION 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete, except as expressly provided herein. Accordingly, except as provided herein, upon and subject to the Close of Escrow:

- a. Pursuant to the releases set forth in this Agreement, Seller and Commission each hereby specifically waive the provision of section 1542 of the Civil Code of the State of California which provides:

“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 settlement with the debtor.”

- b. Seller and Commission each represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

9. CONSTRUCTION CONTRACT AND CURATIVE WORK.

- a. In addition to the compensation shown in Paragraph 2 hereinabove, Commission, 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 Commission, 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 _____, 2012, 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.

10. PERMISSION TO ENTER PROPERTY. For project planning and funding purposes, Seller hereby grants to Commission 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 Commission, or Commission's agent, providing Seller with 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, Commission agrees to pay at the rate of \$_____ per month, prorated to the actual date of Commission's termination of use.

In no event shall Commission's use of the Property extend beyond _____, the projected project completion date.

11. DISCLOSURE. In the event Seller plans to sell, lease, or rent the Property prior to the completion of the Project as defined in Paragraph 10 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 Commission.

12. 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 Commission or Commission's agent.

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 with the dismissal of any eminent domain action pertaining to the Property.

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. Seller shall not do anything which would impair Seller's title to any of the Property until after the Close of Escrow.
 - 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 Commission.
 - 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, clear title to the Property.
 - g. Seller shall maintain the TCE area in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the TCE area.
 - h. Each of the above warranties and representations is material and is relied upon by Commission separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date that the TCE deed is recorded and shall survive the recording of the TCE deed.
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).
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. 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 constitute said acceptance and approval.

20. NO BROKERS. Commission and Seller each represents to the other that no brokers have been involved in this transaction. Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation 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 San Bernardino 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 of 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.
25. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following addresses:

To Seller:

To Commission:

1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410-1715
 Attn: Paul Melocoton,
 Project Manager

With a copy to:

Woodruff, Spradlin & Smart
 555 Anton Boulevard, Suite 1200
 Costa Mesa, CA 92626
 Attn: Craig Farrington/Alyson Suh

26. RECORDING. Neither party shall have the right to record this Agreement in the Recorder's Office for San Bernardino County.
27. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long

as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

28. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
29. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

SELLER

Dated: _____

By: _____

(Name and Title)

Dated: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

By: _____

William T. Schuiling
Interim Executive Director

APPROVED AS TO FORM:

By: _____

Craig G. Farrington
Alyson C. Suh

PLACEHOLDER FOR EXHIBIT A

PLACEHOLDER FOR EXHIBIT B



- 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: April 12, 2012

Subject: Amendment No. 1 to Contract No. C09179 with Advantec Consulting Engineers, Inc., for Design and Implementation for Coordinated Traffic Signal System Program Tiers 3 & 4

- Recommendation:***
1. Approve Amendment No. 1 to Contract No. C09179 with Advantec Consulting Engineers, Inc., for Design and Implementation for Coordinated Traffic Signal System Program Tiers 3 & 4 to increase the contract amount by \$74,617 to \$2,662,549 and modify the scope of work.
 2. Approve budget amendment to increase Task No. 0701 Valley Signal Coordination Program by \$74,617 from Congestion Mitigation Air Quality (CMAQ) funds.

Background: **This is an Amendment to an existing Contract.** On May 20, 2009, the SANBAG Board approved Contract No. C09179 with Advantec Consulting Engineers, Inc., in the amount of \$2,587,878 for design and implementation of the Coordinated Traffic Signal System Program Tiers 3 & 4.

Previously in September 1999 the SANBAG Board approved development of a San Bernardino Valley Coordinated Traffic Signal System Plan. The objective of the plan was to develop a strategic plan for interconnecting traffic signals in the San Bernardino County Valley region that will enable traffic signal coordination across jurisdictional boundaries to reduce vehicle stops, delays, travel time, and emissions. Since completion of the Coordination Plan in October 2000, new

*

Approved
 Major Projects Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	X
-----	--	-----	---	-----	--	------	--	-----	---

Check all that apply.
 MPC1204a-pc
 Attachment: C09179-01

signals continued to be installed on the network. The scope of Contract No. C09179 omitted new signals that would be installed to the network after SANBAG awarded the contract. As such, there are 79 new intersections requiring design plans and 191 intersections requiring timing plans and timing implementation. These additional signals must be added to the scope to ensure the system operates properly.

Staff recommends that the amendment also eliminate Deliverable #9: After Study Measures of Effectiveness (MOE) Summary and final report. The After Study for the project will be done during the one year maintenance and monitoring contract, which will provide a better benefit analysis of the project. The cost savings from eliminating this task from this contract will offset the increase of design, timing plans and timing implementation work as described above and defer the expenditure on the After Study to a different contract.

Financial Impact: The total contract amendment is \$74,617 for a total contract amount of \$2,662,549. This contract amendment will also require a \$74,617 increase in budget under Task No. 0701 for Fiscal Year 2011/12. The funding source will be Congestion Mitigation Air Quality funds (CMAQ).

Reviewed By: This item will be reviewed by the Major Projects Committee on April 12, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Philip Chu, Transportation Programming Analyst



CONTRACT SUMMARY SHEET

Contract No. C 09179 Amendment No. 1

By and Between

San Bernardino Associated Governments and Advantec Consulting Engineers Inc.

Contract Description Design and Implementation for Coordinated Traffic Signal System Program Tier 3 & 4

Board of Director's Meeting Date: April 4, 2012	
Overview of BOD Action: Increase contract amount by \$74,617 to a total of \$2,662,549 and modified scope of work.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,587,878	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	2,662,549	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	74,617	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	2,662,549	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 2,662,549

Contract Start Date 5/20/2009	Current Contract Expiration Date 5/20/2014	Revised Contract Expiration Date 5/20/2014
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No.					
<input checked="" type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY?					
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: 100% CMAQ funds					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

 Task Manager Signature	Date 3/9/12	 Project Manager Signature	Date 3/8/12
 Chief Financial Officer Signature	Date 3/9/12	 Contracts Manager Signature	Date 3/8/12

mzm
3/9/12

AMENDMENT NO. 1 TO
CONTRACT NO. 09179
BY AND BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
ADVANTEC CONSULTING ENGINEERS INC.

This Amendment No. 1 to Contract No. 09179 is effective on the Effective Date as defined herein between the San Bernardino Associated Governments (hereafter referred to as "SANBAG") and Advantec Consulting Engineers, Inc. (hereinafter called CONSULTANT).

RECITALS:

WHEREAS, under SANBAG Contract No. 09179, has engaged the services of CONSULTANT to provide technical services for the Design and Implementation of the Coordinated Traffic Signal System Program – Tier 3 & 4; and

WHEREAS, the parties desire to amend Contract No. 09179 to revise the scope of work and to amend the not to exceed amount established for this contract;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 09179 as follows:

1. Amend the contract scope of services to include the intersections listed in Exhibit A, increasing the total number of signals included in the design and implementation of the Tier 3 & 4 program from 500 to 691 intersections. The additional intersections were added to the network since the completion of the coordinated traffic signal plan completed in October 2000 and after the contract were awarded.
2. Amend the contract scope of services (Section 7) to include any additional construction support task as needed to complete the project and implementation of the central system's Graphic User Interface (GUI) for all project locations.
3. Amend the contract scope of services to eliminate Deliverable #9: After Study MOE Summary and final report.
4. Amend Article 3, Contract Price and Cost Principles, specifically section 3.2.2, of the Contract to increase the total compensation due to Consultant by \$74,671, to a new total amount not to exceed \$2,662,549.
5. Except as provided for by this Amendment No. 1, all other provisions of Contract No. 09179, as amended, shall remain in full force and effect.

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

**ADVANTEC CONSULTING
ENGINEERS, INC.**

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

By: _____

By: _____
Larry McCallon, President
SANBAG Board of Directors

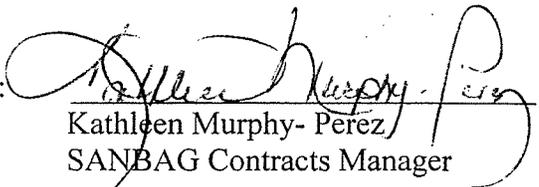
Date: _____

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APPROVED AS TO LEGAL FORM:

By: _____
Penny Alexander-Kelley
SANBAG Counsel

CONCURRENCE:

By: 
Kathleen Murphy- Perez
SANBAG Contracts Manager



- 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: April 12, 2012

Subject: Borrowing to Expedite Freeway Interchange and Arterial Project Delivery in the Valley Subarea

Recommendation:* Receive information and provide direction on issues related to borrowing to expedite freeway interchange and arterial project delivery in the Valley subarea.

Background: During 2012 to 2014, SANBAG and its partners will deliver the most extensive and costly program of capital improvements in agency history. Projects in construction during that time will include freeways (I-215 North, I-215 Bicuty, I-10 Westbound, and the I-15/I-215 Devore Interchange), freeway interchanges (I-10/Citrus, I-10/Cherry, I-10/Tippecanoe, I-15/La Mesa Nisqualli, I-15/Ranchero), grade separations (Milliken North, Hunt’s Lane, Milliken South, Vineyard North, Laurel Street, Palm Avenue, Glen Helen, and Lenwood), as well as the E Street SBx bus rapid transit project, the “First Mile” extension of Metrolink, and the Colton Crossing rail-to-rail grade separation. This aggressive program is funded by a combination of federal formula funds, federal PNRS (Projects of National and Regional Significance) funds, federal ARRA (stimulus) funds, federal TIGER funds, State Transportation Improvement Program (STIP) funds, State Highway Operation and Protection Program (SHOPP) funds, State Proposition 1B Corridor Mobility Improvement Account (CMIA) funds, Trade Corridor Improvement Funds (TCIF), State/Local Partnership Program (SLPP) funds, Measure I (bond proceeds and pay-go) funds, railroad funds, and local funds.

*

Approved
Major Projects Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MPC1204a-ss

Attachments: MPC1204a1-ss; MPC1204a2-ss; MPC1024a3-ss; MPC1204a4-ss

Comments by SANBAG Board members at the December 15, 2011 Major Projects Committee and January 4, 2012 Board meeting highlighted issues to be considered as SANBAG administers this program: 1) ways to expedite the delivery of Valley interchange projects by additional bonding, 2) possible acceleration of Project Advancement Agreement reimbursement, and 3) the availability of local share of funding for projects, given the economic climate. The need for a robust policy discussion was further reinforced at the SANBAG Board meeting on March 7.

This agenda item provides information to facilitate policy discussion by SANBAG Board members on the above topics. This item was originally presented at the Major Projects Committee on March 15, 2012, with direction provided to bring the item back to the committee in April for discussion of the first issue listed above. However, the information on all three of the issues has been included in this item to provide overall context, given that there is an inter-relationship among the issues.

The theme of this item centers on two main points: promoting project delivery, while at the same time protecting funding access and equity among jurisdictions. Considerable material is needed to provide background for this discussion, dating back to November 2004 when the extension of Measure I was approved by the voters of San Bernardino County. This agenda item provides summary background information and identifies some courses of action that the Board may wish to consider.

Each of the three issue areas has an extensive policy history, during which policy options were identified and evaluated in light of conditions at the time. Today's circumstances may lead to identification of other opportunities or impacts the Board may wish to consider as it weighs the policy options.

Staff is seeking direction on next steps. Pending direction provided by the Major Projects Committee, staff will bring the issues back to the Transportation Technical Advisory Committee (TTAC) on March 26 and the City/County Manager TAC (CCMTAC) on April 5, 2012.

ISSUE 1: FINDING WAYS TO EXPEDITE THE DELIVERY OF VALLEY FREEWAY INTERCHANGE PROJECTS

Existing Policy and History

The following bullet points describe the timeline and process for structuring the Valley Freeway Interchange Program as represented in the Measure I 2010-2040 Strategic Plan.

- The extension of the Measure I half-cent sales tax (Measure I 2010-2040), passed by the voters in 2004, establishes the percentage of revenue to be devoted to each program in the Valley subarea. The Valley Freeway Interchange Program receives 11% of Measure I Valley Subarea revenue. For Fiscal Year 2012-2013, this amount is projected to be \$10.5 million.
- Interchange priorities are governed by the list in the Measure I 2010-2040 Strategic Plan, approved by the SANBAG Board in April 2009. See Attachment 1 for the list of Valley interchange priorities. The I-10/Cherry, I-10/Citrus, I-10/Riverside, I-10/Tippecanoe, and I-10/Live Oak interchanges were grandfathered and were not assigned a priority. The policy discussion on how interchange priorities should be established occurred during the development of the Measure I 2010-2040 Strategic Plan between 2006 and 2009, and was extensive. Attachment 2 provides a chronology of that discussion and the information that was generated for SANBAG Board consideration before the policy was established.
- Four Valley interchanges are to be reimbursed through Project Advancement Agreements: I-10/Live Oak (Yucaipa), I-10/Riverside (Rialto), Phase 1 of I-10/Pepper (realignment of Valley Boulevard - County), and I-15/Duncan Canyon (Fontana). These legally binding contracts were entered into by SANBAG and the respective local jurisdictions between August 2006 and May 2010. For the first two years of the new Measure, 40% of the revenue from the interchange program has been used to reimburse jurisdictions for expenditures already incurred. SANBAG's commitment of interchange PAAs is expected to be paid off by mid-FY 14/15. See **ISSUE 2** for further background on the PAA program.
- Each interchange has a public (SANBAG) share and a development (local) share. Jurisdictions are reimbursed for the public share based on invoices submitted to SANBAG, once the expenditures are authorized through a project funding agreement. The development share percentage is defined in the Nexus Study. See additional background information on the development mitigation program and the Nexus Study under **ISSUE 3**.

The development share percentage for many interchanges is further split among two or more jurisdictions based on each jurisdiction's contribution of new traffic (post 2004) within the interchange "traffic shed."

- Jurisdictions may advance work on a project by fronting the total cost (both SANBAG and local shares) and being reimbursed for the public share at a later date, as specified by Strategic Plan Policies 40002 and 40005. Only expenditures covered under an Advance Expenditure Agreement (AEA) with SANBAG may be reimbursed in this manner. Only one AEA has been issued to date, for a ramp improvement at the SR-60/Euclid Ave. interchange. See Attachment 3 for the relevant Board-approved policies underpinning the Valley Interchange, PAA, and AEA programs.
- Loans for the local share are possible on an exception basis (Policy 40005/VFI-23), with Board approval. Repayment terms are specified in the policy. According to the policy, failure to make payments consistent with the terms of the loan agreement will result in the jurisdiction's loss of access to new allocations of Measure I Valley Major Street and Valley Freeway Interchange program funds, until payments are restored.

Policy Issues/Options

The Measure I 2010-2040 Strategic Plan and 10-Year Delivery Plan identified the Valley Freeway Interchange Program to be structured as a "pay-as-you-go" program. A steady stream of interchange funding was envisioned, but not a need for significant bond issuance. In addition, SANBAG policy allows for local jurisdictions to advance the delivery of their interchange projects by fronting the SANBAG share of the cost, as well as the local share. Thus, mechanisms have already been built into Strategic Plan policy for advancing interchange project delivery.

The current challenge is that the substantial slowdown in housing and commercial construction has resulted in a major reduction in development impact fees (DIFs) for transportation projects, the primary source of funds to be used for jurisdictions' match to SANBAG's public share of funding. Further, the dissolution of local redevelopment agencies (RDAs) as of February 1 has affected a major potential source of funding for local jurisdictions to front the costs for transportation project delivery. On one hand, one could argue that the slowdown in development has also slowed the need for building additional transportation capacity. On the other hand, the long lead time and cost for preparing projects for construction could result in certain projects being put on hold indefinitely, resulting in increased costs to the program later on.

The general policy issue to be discussed by the Board is whether SANBAG should borrow funds to facilitate the delivery of Valley freeway interchange projects. The policy choices revolve around two questions:

- Should SANBAG borrow for the public share of interchange projects, and if so, under what circumstances should it be done?
- Should SANBAG provide loans for the local jurisdiction share of interchange projects, and if so, under what circumstances should it be done?

The answers to both questions must consider how interchanges would be selected as beneficiaries of a borrowing program and how protections would be put in place so as not to disadvantage other interchange projects or the jurisdictions that sponsor them.

Staff has had preliminary discussions with two technical advisory committees on issues that would need to be addressed, should the SANBAG Board determine to pursue borrowing to advance Valley freeway interchange projects. Material in this section was discussed with the Transportation Technical Advisory Committee (TTAC) on February 27, 2012 and with the City/County Manager TAC (CCMTAC) on March 1. Both meetings were intended as introductions to the topics, not with the intent of developing recommendations. Portions of the material contained in this agenda item were handed out and discussed at both meetings.

The CCMTAC expressed an interest in further discussion of this material, with the intent of providing input to any recommendations that may be made as part of a subsequent agenda item for the Major Projects Committee. SANBAG staff indicated that they would be available to have additional meetings or workshops with either or both TACs if that would be useful.

Schedule Information for the Top 10 Interchanges on the Priority List

The discussion of interchange borrowing scenarios can be more focused by identifying interchanges that could potentially benefit from such a program. SANBAG staff obtained schedule information from local jurisdiction staff in the process of preparing the 10-Year Delivery plan. The schedule information is currently being updated, through an additional request to jurisdiction staff, but the schedules previously provided to SANBAG provide a starting point for understanding the potential borrowing needs for at least the top 10 interchanges on the priority list. Notes are provided where SANBAG staff is

aware of circumstances that may affect the schedule originally provided for the 10-Year Plan.

The 10-Year Plan approved by the Board assumed that these schedules would be pushed out to accommodate the “pay-as-you-go” approach for the interchange program, as endorsed by the SANBAG Board in both the Measure I Strategic Plan and the 10-Year Delivery Plan. The schedules shown below assume that funding is available when it is needed, and are not sequenced in a pay-as-you-go approach. Only the top 7 interchanges were included in the 10-Year Plan. Their schedules and jurisdiction responsibility, in priority order, are as follows:

- I-10/Cedar (County) – Initially, construction was scheduled to begin in late 2012. However, the design phase has been put on hold for the last year. Construction would not likely begin until at least late 2013.
- SR-210/Baseline (Highland) – Begin construction in Fall, 2015
- SR-60/Central (Chino) – Begin construction in FY 14/15.
- I-10/University (Redlands) – Begin construction in late 2015.
- I-215/University (City of San Bernardino) – Begin construction in Summer, 2015.
- I-10/Alabama (County/Redlands) – Begin construction in Fall, 2016 – Construction would likely be coordinated with the I-10 widening project, so could occur later in schedule sequence.
- I-15/Baseline (Rancho Cucamonga) – Begin construction in late 2012 or early 2013.

The other three interchanges in the top 10 (I-10/Mt. Vernon, SR-60/Archibald, and I-10/Monte Vista) are still early in the planning stages and would not likely be ready for construction for at least five years. It should be noted that construction on the I-15/Duncan Canyon interchange will begin in Fall, 2012. This interchange is included in the Project Advancement Program, with a SANBAG contribution of \$4.068 million. Fontana is likely to be reimbursed for the SANBAG amount no later than FY 2014-2015, based on the chronology of invoices in the PAA interchange program. SANBAG staff has been in discussion with City of Fontana staff regarding remaining funding needs.

One additional interchange that has been discussed with County staff is the I-10/Pepper interchange. This is a joint County/City of Colton project, which is entering the design stage. Construction could begin as early as 2014, but under current policy, the SANBAG share would need to be reimbursed at a

later date under an Advance Expenditure Agreement, given that the interchange is No. 19 on the priority list. A federal earmark of approximately \$6 million was secured by the local jurisdiction sponsors under a prior transportation bill (TEA-21). SANBAG staff has preliminarily discussed with County staff possible options for advancing this interchange.

The 10-Year Delivery Plan indicates that bonding for Measure I projects would be considered in approximately two-year increments. After the current bond issue in Spring 2012, the next issue would be considered in 2014. Based on the schedules above, the need for borrowing for the public share prior to the planned 2014 bond issue is limited, and is likely less than \$25 million. Internal cash flow borrowing would likely cover these costs, should the Board wish to advance funds for the SANBAG share. Bonding needs for the interchange public share can be more clearly defined in late 2013 prior to the target date for the next bond issue.

Why Consider Borrowing for Interchange Project Delivery?

To set the stage for Board consideration of future bonding for the interchange program, SANBAG staff has examined both the opportunities for advancing projects as well as the limitations and risks of doing so. Several overall objectives and circumstances should be considered:

- Timely project delivery – delays in delivery generally result in increased costs.
- Project benefit – Earlier delivery brings earlier benefits to the public.
- Jurisdictional equity – no jurisdiction should be disadvantaged by SANBAG's borrowing to accelerate a project in another jurisdiction.
- Program funding capacity – SANBAG is legally required to comply with the voter-approved Measure I 2010-2040 Expenditure Plan, including the percentages allocated to each program, and this compliance cannot be put at risk. This may limit the extent to which borrowing may occur for the Valley Interchange Program.
- Financial stability – Borrowing must not put SANBAG's various financial commitments at risk across the spectrum of the agency's activities.
- Leveraging of state/federal dollars – Borrowing may be higher priority for projects that can bring in outside funds or for which loss of substantial outside funds is at risk.
- Current favorable conditions for project construction – Though the bid environment is currently favorable, it is unclear how long this favorable climate will continue.

Although SANBAG Strategic Plan policy allows for borrowing for Valley Freeway Interchange Program projects, this was expected to be on an exception basis, with a clear rationale for how borrowing would benefit the program. In addition, SANBAG's commitments to Project Advancement Agreement reimbursement and to current interchange projects in the Valley will consume Valley Freeway Interchange program funds through Fiscal Year 2014-2015. Thus, there are numerous pros and cons that need to be considered, and the timing would be influenced by current commitments.

Initial Considerations and Questions Regarding Borrowing for Valley Interchange Projects

A number of questions would need to be resolved to effectively structure an interchange borrowing program based on the objectives referenced earlier. The list below poses each of the questions along with initial answers or thoughts by SANBAG staff, including possible policy options that could be considered by the Board.

The bullet points are presented as information only, with policy determinations to be made by the SANBAG Board. Responses are not intended to imply either that SANBAG should or should not engage in such a program, but focus on how a program could be structured should the SANBAG Board decide to do so. The responses are intended to be merely a starting point for discussion, and staff is seeking direction on the choices that the SANBAG Board members recommend. An evaluation will need to be conducted as to the benefits and impacts of such an initiative, with specific borrowing needs/opportunities identified through contacts with local jurisdictions.

Borrowing to fund loans for the development share presents different issues than borrowing for SANBAG's public share. Therefore, issues relating to the public and development shares are identified separately, preceded by issues that apply to the general topic of borrowing for interchange project delivery. Initial thoughts are intended as only a starting point for discussion, not a policy recommendation.

General Issues/Questions

- How far down the priority list should SANBAG go for eligibility for either borrowing for the public share or a loan for a portion of the local share? Initial thought (i.e. starting point for Board member discussion): Top 10

- For which phases would borrowing or loans be considered? Initial thought: right-of-way and construction phases only.
- Who should have first call on funds available for borrowing or loans? Initial thought: Higher priority interchanges should have first call. Borrowing may occur for lower priority interchanges if higher priority interchanges are not ready to proceed with right-of-way or construction.
- Would borrowing or loans change local jurisdiction responsibility for the development share of all phases? Answer: Existing SANBAG policy and local shares would apply.
- Would SANBAG take over management of projects for which borrowing occurs? Answer: Strategic Plan Policy 40005 still applies. See Attachment 3. If a jurisdiction requests SANBAG management, jurisdiction is required to pay 100% of management costs.
- What would be the limit to SANBAG's ability to borrow for the interchange program? Answer: Borrowing or loans for the public or development share would be subject to available bonding capacity for the Valley Freeway Interchange program, but beyond that, would be at the discretion of the SANBAG Board on a case-by-case basis, both whether to bond and the loan amount.

Issues/Questions Concerning Borrowing for Public Share

- Could borrowing for the public share involve either bonding or internal cash flow borrowing among Measure I programs? Initial thought: It could be some of both. The SANBAG Board would have discretion regarding use of cash flow borrowing as a bridge prior to bond issuance. See Attachment 3 for SANBAG's Cash Flow Borrowing policy (40021).
- What would be the costs to a jurisdiction if borrowing for the public share were to be used to advance its interchange? Initial thought: The interchange's share of bond issuance costs and interest would be added to the total project cost, and split between SANBAG and local jurisdiction per the public/development share percentages.

Issues/Questions Concerning Loans for Development Share

- What would be the term of the loan? Answer: The loan would be for a maximum term of 10 years, per Strategic Plan policy, but could be shorter, at Board discretion.
- How much of the local share could be borrowed from SANBAG? Initial thought: Jurisdictions need to be able to pay a significant portion of the local share on their own. SANBAG would not provide a loan for the entire local share.

- What would be the costs to a jurisdiction if a loan for the local share were to be used to advance their interchange? Initial thought: The basic principle is that no jurisdiction should be disadvantaged because of SANBAG's interchange loan transaction with another jurisdiction. Therefore, any incremental cost, such as bond issuance and interest costs for a local share loan, should be borne by the benefitting jurisdiction.
- What would serve as security for the loan? Initial thought: Security for the loan would be the jurisdiction's regional portion of Development Impact Fee collections, plus enough of the jurisdiction's Measure I Local Street pass-through funds to ensure on-time repayment of the loan. The loan amount would be limited by what the jurisdiction was willing to pledge as security. The project would need to be listed in the jurisdiction's 5-year Measure I capital improvement program.
- Could a portion of a jurisdiction's Measure I Major Street/Arterial Sub-program funds be used as security? Initial thought: A portion of an interchange loan could be secured through a pledge of Arterial Sub-program funds if an arterial portion of the interchange project can be defined and is listed separately in the SANBAG Development Mitigation Nexus Study.

An assessment of the interchange schedules presented earlier indicates that there are few interchanges that have a need for borrowing for either construction or right-of-way in the very near term. The interchange in the top 10 that is most likely to go to construction prior to SANBAG's forecast second bond issue in 2014 is I-15/Baseline. Thus, the bonding needs for the next two years are limited, and other financial strategies, such as cash flow borrowing, could be used in the event the SANBAG Board desires to front the public share for that project. Staff also recognizes local jurisdiction desires to deliver both the I-15/Duncan Canyon and I-10/Pepper interchanges. Both projects have state or federal funds at risk of loss if the projects are not delivered in the near term. Each project has unique circumstances that must be addressed on a case-by-case basis. The delivery of the I-10/Pepper interchange would be more feasible if a lower-cost solution could be found, and staffs of the agencies have discussed that possibility.

Initial Assessment of Impact of Borrowing on Other Projects in the Valley Interchange Program

A legitimate concern of jurisdictions with projects in the Valley Freeway Interchange Program is how borrowing for another jurisdiction's interchange

might impact their own project. SANBAG staff's initial observations on this question are listed below:

- **Borrowing for the Public Share:** SANBAG retains responsibility for the public share of funding, whether or not the interchange delivery involves bonding. The impact to other interchanges, in terms of potential reduction of funds, would involve the incremental difference between the cost of the borrowing and the projected cost escalation for right-of-way and construction. If the bonding interest rate were to be the same as the projected construction cost escalation factor, there would be little loss of funds to other interchanges in the program. If the bonding interest rate were higher than the escalation factor, then funds would be lost to the extent of the difference between the two interest rates. An interest rate that is lower than the projected cost escalation would offer an actual cost savings for borrowing for shovel-ready projects. Thus, if another cost spike was in the horizon, as occurred in the 2004/2005 timeframe, borrowing offers clear advantages. Unfortunately, it is not possible to accurately predict either interest rates or cost escalation. Although the impact of borrowing on other projects cannot be determined, borrowing for the public share has much less potential impact than borrowing for the local share. If borrowing were to delay the funding of another interchange on the priority list, this would be an additional impact. But limited schedule impact is envisioned in borrowing for the public share only.
- **Borrowing for the Development (Local) Share:** SANBAG is not responsible for the local share of an interchange project. Therefore, borrowing against Measure I funds to finance a local share loan has an incremental impact beyond what SANBAG would otherwise be obligated to pay. Loaning funds for the local share would result in reduced access to funding for the public share on other projects. Even though the loan recipient would pay back the loan with interest, it would delay access to public share funds for other projects, likely increasing the public share cost. Following the principle of jurisdictional equity, the benefitting jurisdiction would need to reimburse SANBAG for loan principal, a fair share of any bond issuance costs, interest, and any increased cost of delays in access to public share funding for other projects. An assessment of these potential impacts cannot be made until more detailed schedule and cost information is compiled on candidate projects, as indicated below. Any loan for the local share would need to be sized so that the debt service payments could be guaranteed given the methods of loan security listed earlier. As a general gauge of impact, each \$10 million loaned for the local share would set back access to the public share for other projects by

one year, after the PAAs are paid off. If long term bonds were issued to cover a loan of this size, access to the public share would be reduced only by the debt service payment, which would be dependent on term of the loan and interest rate.

Possible Next Steps

The SANBAG Board could direct staff to follow up with activities such as:

- Update the schedules and delivery status for the top 10 interchanges on SANBAG's interchange priority list, as well as others with outside funding commitments. SANBAG already has basic information on project schedules through local jurisdiction submittals of the Capital Project Needs Analysis (CPNAs) and through the development of the 10-Year Delivery Plan. However, more specific information is needed by which to determine project readiness, the near-term need for borrowing, and the availability of the local share. Staff has already initiated contact with the affected jurisdictions.
- Prepare recommendations for April or May policy committee consideration, based on input received at the March 15 Major Projects Committee meeting. These recommendations could be reviewed by the TTAC and by the City/County Managers' TAC prior to policy committee consideration.

Other Interchange Program Considerations

A variety of issues have been raised in the past concerning the structure of the Valley Freeway Interchange Program. Several were identified and addressed during the development of the Measure I 2010-2040 Strategic Plan or shortly thereafter. The paragraphs below provide additional historical background on the issues examined and how they were addressed.

- **Could interchanges be broken into phased projects?** – SANBAG staff floated a proposal in 2010, in response to forecast Measure I revenue reductions, to reexamine the entire interchange program to determine whether a phased approach on some interchanges might optimize the investment of Measure I funds. There was reluctance on the part of both jurisdiction staff and elected officials to re-open the interchange priority list at that time. It was determined that any re-examination of the program would occur in 2015 when the full Measure I Expenditure Plan is reviewed. Current revenue projections suggest that Measure I will fund, at most, the public share for two-thirds of the Valley interchanges on the

priority list. Others would need to be deferred until a subsequent Measure I renewal, unless substantial state/federal funds could supplement the program. However, all interchanges are being maintained on the list, and all are viewed to be important.

- **Could development shares be consolidated to reduce the institutional complexity of funding?** – SANBAG staff floated a proposal during the review of the Measure I Strategic Plan in 2009 to consolidate jurisdiction fair shares for those interchanges that had multiple contributing agencies. This would allow for one jurisdiction to be 100% responsible for the local share of each interchange, reducing the institutional complexity of delivering the interchange program. Jurisdiction staff and Board members preferred the current system, accepting the fact that bringing the parties together to fund each interchange would be a challenging process. However, this position was not universally held.
- **Could development fee collections for interchanges be centralized?** - The CMP already allows for individual jurisdictions to send the interchange portion of their DIF fees to SANBAG as an option, but no interest has been expressed in that so far. A program similar to Riverside County's Transportation Uniform Mitigation Fee (TUMF) program could be undertaken, but there has been resistance to this in the past. There would be some significant disadvantages to this, as well as advantages.

ISSUE 2 - POSSIBLE ACCELERATION OF PROJECT ADVANCEMENT AGREEMENT (PAA) REIMBURSEMENT

Existing Policy and History

Following the passage of Measure I 2010-2040 in November 2004, several member agencies indicated an interest in advancing shelf-ready or near-shelf-ready freeway interchange, overcrossing, and arterial projects consistent with the new Expenditure Plan. A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to 2010 was approved by the SANBAG Board in December 2005. The policy indicated that the project must be ready to begin construction by January 1, 2008.

A model Project Advancement Agreement was approved by the SANBAG Board on April 5, 2006. This became the basis for the execution of PAAs between SANBAG and local jurisdictions. Each agreement was approved by the SANBAG Board. Several of the key terms and conditions of the model agreement included the following:

- A maximum reimbursement amount was established based on the public share of cost listed in the Nexus Study for each project
- Reimbursements would be funded by up to 40% of the respective Measure I program annual revenue (Valley Freeway Interchange or Major Street Program). This provision was included so that PAA reimbursements would not consume all the Valley Freeway Interchange or Major Street Program revenues, but Measure I revenues would remain for the jurisdictions not having PAA projects.
- No interest would be paid on the PAA reimbursements, regardless of when the reimbursements occurred.
- Additional criteria for cost eligibility and reimbursement would be established through the Measure I Strategic Plan, yet to be developed at the time the agreements were executed.

In January 2008 the Board approved the inclusion of all Nexus Study projects as eligible for project advancement reimbursement, regardless of construction schedule. A final solicitation of candidate PAA projects occurred with a closing date of January 2010. This resulted in the set of PAA project commitments identified in Attachment 4. The total current PAA commitments are:

- Valley Interchange Program: 4 projects totaling \$34.3 million in public share commitment (this commitment could be fulfilled using various state/federal funds in addition to Measure I funds)
- Valley Major Street Program: 51 projects totaling \$84.2 million in public share commitment

Financial projections indicate that SANBAG's reimbursements to the Valley Interchange Program can be paid off by Fiscal Year 2014-2015, and the Valley Major Street reimbursements can be completed by approximately Fiscal Year 2020-2021.

The Measure I 2010-2040 Strategic Plan established the following policies related to the PAA program (see Policy 40002 in Attachment 3 for complete details):

- Reimbursement is based on the chronology of expenditure – the earliest expenditures incurred are the first to be reimbursed.
- Expenditures prior to April 5, 2006 (the date the model PAA was approved by the SANBAG Board) are not eligible for reimbursement.

- PAA reimbursements are included in the “equitable shares” identified for each jurisdiction in the Valley arterial program.
- Possible bonding for PAAs was discussed by the Board at the time of the development of the Strategic Plan, but the Board did not anticipate bonding for PAAs at that time.

These and other policies were established through over two years of discussion with SANBAG policy committees, with technical committees, at Board workshops, and by a Strategic Plan Ad Hoc Policy Committee. The Measure I Strategic Plan was approved by the SANBAG Board in April 2009.

Annual allocations of Measure I funds to reimburse PAAs thus far include the following:

- Fiscal Year 2010-2011 - \$2.911 million for the Interchange Program; \$5.293 million for the Major Street Program
- Fiscal Year 2011-2012 - \$3.83 million for the Interchange Program; \$6.970 million for the Major Street Program
- Fiscal Year 2012-2013 - \$4.215 million for the Interchange Program; \$12.533 million for the Major Street Program (proposed in the SANBAG budget)

Policy Issues/Options

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. The following are some possible positive outcomes and challenges for the Board to consider regarding potential borrowing for the purpose of PAA reimbursement. A combination of cash-flow borrowing and bonding could be used to implement a program of early reimbursement of PAAs.

Positive Outcomes

- Holders of arterial PAAs would receive their funds in the short term, rather than over an approximate 10-year period
- Holders of interchange PAAs would receive a smaller benefit of advance payment. The I-10/Live Oak and I-10/Pepper commitments will be paid

off in Fiscal Year 2012-2013, and the I-10/Riverside and I-15/Duncan Canyon commitments will be paid off by FY 2014-2015, if borrowing for PAA reimbursement does not occur.

- The primary benefit of borrowing for PAAs is that funds reimbursed earlier to jurisdictions could be put to use on local projects.

Challenges

- Borrowing for PAAs could consume cash flow or bonding capacity that is needed for other projects. The specifics of these impacts would need to be evaluated to ensure that both non-PAA holders and non-participating PAA-holders would not lose a portion of their equitable share or timely access to Measure I funds by borrowing for PAAs. 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.
- 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 commitment is made to major up-front reimbursement of PAA dollars, and it appears these uncertainties will not be clarified soon.
- Policy changes would be required to allow for an up-front reimbursement of PAAs. 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.
- Allocations for jurisdictions benefitting from up-front reimbursement of PAAs may need to have their arterial allocations reduced in future years to ensure that their share of arterial funds did not exceed their equitable share, as defined in Measure I policy. In some cases, jurisdictions would have received Measure I arterial revenue up front equivalent to the first 15 years of their share of projected Measure I arterial revenue. Measure I policy 40006/VMS-36 indicates that borrowing of funds from other jurisdiction accounts must be limited “such that no jurisdiction gets more than five years ahead of its projected equitable share.” This was included in Measure I policy to protect those jurisdictions that envisioned using their Measure I arterial funds later in the Measure rather than earlier. This policy would need to be modified if PAAs were to be reimbursed up front.

Possible Next Steps

If the Board desires to pursue this further, borrowing for reimbursement of PAAs could be a consideration for future bond issuance and/or cash flow borrowing. This would allow time for additional clarification on the RDA funding issues and adequate analysis of the financial impacts and policy implications. The following steps could be envisioned:

- The Board could direct a financial analysis to be conducted to determine the cost of paying off the PAA commitment in such a way as to not disadvantage non-PAA holders or PAA holders not participating in the early payment program.
- Each jurisdiction would need to be provided with information on choices they could make regarding participation. Responses would be provided back to SANBAG.
- A better understanding would need to be developed regarding the implications of reimbursements for projects that had been fronted with RDA funds. SANBAG would not want to risk advancing PAA reimbursements only to see those funds lost to the State, which has been a possible outcome mentioned by local jurisdictions. Legal counsel would need to be sought with specific expertise in redevelopment agency law.
- If the Board indicates that borrowing for PAAs should be pursued prior to the next bond issuance target date of 2014, the method and implications of such borrowing would need to be evaluated.
- It is estimated that 4-6 months would be required to resolve all the issues and obtain input from the affected jurisdictions for a PAA borrowing program to be structured and approved. Included in this time period would be SANBAG staff review of the remaining 2500 consultant/contractor invoices that have been submitted by jurisdictions for the PAA program. The SANBAG Board could make a decision on whether and when to proceed at that time.

ISSUE 3 - AVAILABILITY OF LOCAL SHARE OF FUNDING FOR PROJECTS

Existing Policy and History

The passage of Measure I 2010-2040 in November 2004 mandated that SANBAG require fair share mitigation for regional transportation facilities though a Congestion Management Program (CMP) update within 12 months

of voter approval of Measure I. State law has required SANBAG, as the Congestion Management Agency (CMA) to maintain a CMP since the early 1990s. SANBAG's CMP has been in place since 1992, and has been updated each two years, in odd-numbered years, since that time.

A major transition occurred with the CMP for the Valley and Victor Valley subareas in 2005, when the Development Mitigation Nexus Study (Appendix K of the CMP) was prepared, in response to the requirements of the Measure I extension, as referenced above. The Nexus Study defines development mitigation requirements for Valley and Victor Valley freeway interchange, rail/highway grade separation, and arterial projects. The requirements are expressed as percentages of local development contributions required for each project listed in the Nexus Study. These percentages were developed through a detailed technical analysis of growth projections. Both the projects and growth projections were developed and approved by local jurisdictions.

Each local jurisdiction responded to these requirements with a compliant Development Impact Fee (DIF) ordinance addressing mitigation for regional transportation projects the jurisdiction intended to construct through year 2030. Substantial flexibility was provided in how local jurisdictions structured their DIF programs, as long as they achieved the development mitigation targets specified in the Nexus Study.

All DIF funds for regional projects are collected locally and expended locally. These funds do not flow through SANBAG. Jurisdictions in the Valley must annually indicate the projects on which they intend to expend funds over the subsequent five years. Once jurisdictions have expended funds on eligible projects, they may invoice SANBAG for the public share of the costs, up to the jurisdiction's current allocation limit, as established in the SANBAG budget, or as documented in a project funding agreement. The local development share is not reimbursed.

The Measure I Strategic Plan, approved by the SANBAG Board in April 2009, established eligibility criteria and reimbursement processes for Nexus Study projects. Substantial flexibility is allowed in the Strategic Plan for jurisdictions to have internal loan arrangements to fund the local share of project costs, with the expectation that DIF funds (or similar source of development contributions) will eventually be collected to reimburse the loaning programs.

Although SANBAG does not directly monitor internal agency transactions, it is recognized that substantial use has been made of this flexibility. The local share match has been provided on many projects by leveraging these additional funds, allowing project delivery schedules to be maintained.

However, it is also recognized that the slow rate of growth in the last several years has substantially reduced the DIF funds available for the local share of these projects. Although reduced growth also means less urgent need for roadway construction, the lack of local share funds has hindered jurisdiction project delivery to some extent. However, it is expected that the growth originally envisioned by the local agencies will eventually occur, even though this may not occur until after the original 2030 forecast horizon. Thus, the development share calculations in the Nexus Study are believed to remain valid.

Policy Issues/Options

The question the Board may wish to consider is whether near-term strategies are needed to assist jurisdictions in meeting their local share commitments to deliver projects. Options for this are limited, but two ideas could be discussed, as indicated below:

- For Valley arterials: The Valley Major Street Program policy (40006) in the Measure I Strategic Plan has a provision for splitting annual Measure I allocations into reserved and unreserved portions. The reserved portion must equal the development share percentage of the allocated amount. The reserved portion of a jurisdiction's account may be accessed (i.e. reimbursed to a jurisdiction) on a 1:1 basis as development dollars are expended on projects, up to the cumulative apportionment in jurisdiction accounts. The unreserved portion may be accessed without a development mitigation requirement, up to the current allocation limit, by submitting invoices for actual project expenditures to SANBAG. One of the concepts for reducing the development share burden in the near term would involve reducing the matching requirement for the reserved portion. This would allow for a greater proportion of the funds to be available in the unreserved account. The 1:1 match would be restored once the pace of development picks back up.
- For Valley interchanges: The primary option has been discussed under ISSUE 1, regarding loans for the local share. See that section for additional information.

Possible Next Steps

Staff requests Board member direction regarding either of the above policy options or other alternatives that Board members identify. These would need to be evaluated within the limits of policy established in the Measure I 2010-2040 Expenditure Plan and Measure I Strategic Plan.

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 March 15, 2012 and continued to the April Major Projects Committee Meeting for discussion.

Responsible Staff: Steve Smith, Chief of Planning

Attachment 1
Interchanges in the Measure I Valley Freeway Interchange Program
(See key to jurisdiction list at end of table)

Interchange and Place on Priority List	2011 Nexus Study Cost (\$Millions)	Total Fair Share %	Nexus Study Splits	
			Jurisdictions Involved (Lead Juris. Listed First)	Percentage Splits
SR-60 at:				
Ramona (15)	\$30	31.3%	Ch/Co/Mo	53/39/8
Central (3)	\$30	58.8%	Ch/Co/Mo	91/8/1
Mountain (14)	\$15	46.2%	Ch/On	50/50
Euclid (12)	\$6	44.5%	On/Ch	57/43
Grove (11)	\$51	48.3%	On/Ch	99/1
Vineyard (24)	\$51	60.3%	On/Ch	93/7
Archibald (9)	\$8	66.1%	On	100
I-10 at:				
Monte Vista (10)	\$50	24.1%	Mo/Up/Co	74/2/24
Euclid (13)	\$9	17.4%	Up/On	60/40
Grove/4 th (25)	\$128	17.1%	On/RC/Up	64/22/14
Vineyard (22)	\$84	60.0%	On	100
Cherry (Exempt)	\$77	35.4%	Co/Fo	64/36
Beech (31)	\$114	50.0%	Fo/Co	64/36
Citrus (Exempt)	\$59	38.4%	Fo/Co	99/1
Alder (28)	\$99	50.0%	Fo/Co	71/29
Cedar (1)	\$52	30.0%	Co/Fo/Ri	74/12/14
Riverside (In const)	\$44	27.4%	Ri/Co/Ct	66/8/26
- Phase 1 (Ramps)	\$27			
- Ph 2 (Bridge)	\$10			
Pepper (19)	\$55	34.0%	Ct/Co/SB	92/4/4
- Pepper/Valley	\$10			
- Ramps/Bridge	\$45			
Mt. Vernon (8)	\$32	5.1%	Ct	100
Tippecanoe (Exempt)	\$78	34.6%	SB/LL	50/50
Mtn. View (18)	\$51	37.8%	LL/SB/Co/Re	70/20/6/4
California (27)	\$45	47.8%	Co/LL/Re	47/38/15
Alabama (6)	\$31	50.5%	Co/Re	65/35
University (4)	\$7	17.9%	Re	100
Wabash (33)	\$40	35.8%	Co/Re	88/12
Live Oak (Complete)	\$19	37.0%	Yu/Re	99/1
Wildwood (29)	\$35	50.0%	Yu	100

Interchange and Place on Priority List	Nexus Study Splits			
	2011 Nexus Study Cost (\$Millions)	Total Fair Share %	Jurisdictions Involved (Lead Juris. Listed First)	Percentage Splits
I-15 at:				
6 th /Arrow (23)	\$70	50.0%	RC/Fo	90/10
Baseline (7)	\$40	50.0%	RC/Fo	67/33
Duncan Cyn. (32)	\$41	77.3%	Fo/Co	79/21
Sierra (16)	\$13	80.3%	Ri/Fo/Co	65/28/7
I-215 at:				
University (5)	\$28	15.8	Co/SB	57/43
Pepper/Linden (30)	\$57	50.0	SB	100
Palm (26)	\$11	35.7	SB/Co	50/50
SR-210 at:				
Waterman (17)	\$51	18.2	SB	
Del Rosa (20)	\$36	32.8	SB/Hi/Co	63/28/9
Baseline (2)	\$9	41.9	Hi	100
5 th (21)	\$8	44.1	Hi/SB/Re	93/5/1

Abbreviations: Ch=Chino; Co=County; Ct=Colton; Fo=Fontana; Hi=Highland; LL=Loma Linda; Mo=Montclair; On=Ontario; RC= Rancho Cucamonga; Re=Redlands; Ri=Rialto; SB=San Bernardino; Up=Upland; Yu=Yucaipa

Attachment 2
Development of the Measure I Valley Freeway Interchange Program
- Chronology Related to the Interchange Program –

Date	Activity
November 2003	Board approval of RFP for Development Mitigation Nexus Study. The objective of the Nexus Study was to build a foundation of projects and principles upon which a development mitigation program could be based.
February 2004	First draft of Development Mitigation Nexus Study. Includes 38 interchange improvement projects proposed by jurisdictions in the Valley and Victor Valley.
June 2004	SANBAG Board approval of Measure I Expenditure Plan, including cost shares for development mitigation
July 2004	SANBAG Board approval of Development Mitigation Principles
November 2004	Voter approval Measure I 2010-2040, which assigns 11% of Valley subarea revenue to the Freeway Interchange Program and requires a development mitigation program
Dec. 2004 to Sept. 2005	Nexus Study and/or implementation language on each Transportation Technical Advisory Committee (TTAC) agenda. Jurisdictions identified interchanges to be included in the Nexus Study interchange list during this process.
Jan. – April 2005	Multiple meetings of working group (public and private sector) to craft implementation language for development mitigation program
June 15, 2005	Draft Nexus Study distributed to TTAC and city managers. Includes development mitigation “fair share” requirements for arterial projects and interchanges. Fair shares based on technical studies of jurisdiction-approved growth estimates. Fair shares established at the jurisdiction level for arterials and by “traffic shed” for each proposed interchange.
August 1, 2005	Closing date for comments on draft Nexus Study
August 3, 2005	SANBAG Board approval of the Scope of Work for development of the Measure I 2010-2040 Strategic Plan
August 15, 2005	Updated draft Nexus Study circulated to TTAC and city managers
August 17 and 19, 2005	Draft Nexus Study reviewed by Plans and Programs Committee and Mountain/Desert Committee
August 25, 2005	Summary of comments and status report of Nexus Study presented to the City Managers’ TAC
September 19, 2005	Updated Draft Nexus Study
October 5, 2005	SANBAG Board Approval of Nexus Study (Appendix K of Congestion Management Program)
November 2, 2005	SANBAG Board Approval of Development Mitigation Implementation Language (Appendix J of CMP)
April 5, 2006	Project Advancement Program approved by SANBAG Board. Allows jurisdictions to construct Nexus Study arterial and interchange projects with their own funds, with a commitment to later reimbursement of

	Measure I funds for the “public share” by SANBAG.
November 2007	SANBAG Board approves 2007 update of the Development Mitigation Nexus Study.
March – Sept. 2008	Strategic Plan issues and options presented to various policy committees each month, including options for structuring the Valley Interchange Program
May 2008	Interchange queue/delay studies conducted to provide data as the technical basis for setting priorities.
June 2008	First TTAC discussion of Strategic Plan framework for the Valley Freeway Interchange Program
August 13, 2008	First meeting of Measure I Strategic Plan Ad Hoc Policy Committee, focusing on resolution of selected Strategic Plan policy issues
September 8, 2008	SANBAG staff presentation to the TTAC of proposed prioritization methodology and options for Valley Freeway Interchange Program
September 18, 2008	Measure I Strategic Plan workshop with city managers, including structure of interchange program
September 30, 2008	Meeting with Strategic Plan Ad Hoc Policy Committee to discuss/resolve several issues, including prioritization methodology and project priorities for Valley Freeway Interchanges
October 9, 2008	Staff presentation to the Major Projects Committee of the results of four alternative interchange prioritization methodologies and an interchange priority list. The ranking of interchanges was based on the ratio of existing vehicle hours of delay to total interchange cost. The committee requested that staff conduct several follow-up activities prior to further consideration of priorities for the Measure I 2010-2040 Valley Interchange Program. This included: 1) an alternate calculation of benefit/cost using only the public share of the interchange cost; 2) consideration of the AM peak period traffic delays for those interchanges where the AM congestion could be greater than the PM congestion; and 3) further evaluation of the delays at the I-10/Pepper interchange.
November 13, 2008	Staff presentation to the Major Projects Committee of the results of six alternative interchange prioritization methodologies and a recommended interchange priority list. The MPC unanimously adopted the following recommendations: “1. Approve the recommended methodology for prioritizing interchanges for the Measure I 2010-2040 Valley Freeway Interchange Program, including the use of vehicle-hours of delay saved per million dollars in interchange cost as the basis for setting priorities. 2. Approve the interchange priority list in Table 1 as the basis for implementation of Measure I 2010-2040 funding allocation policies for the Valley Freeway Interchange Program.” Approval by the Board of these and other committee recommendations was deferred until a complete draft of the Strategic Plan could be assembled.
November 18, 2008	Measure I Strategic Plan workshop for Valley technical representatives

December 11-19, 2008	Release of the Draft Strategic Plan Report and initiation of the formal comment period as part of the December 2008 agendas for the Commuter Rail Committee, Major Projects Committee, Mountain/Desert Committee, and Plans and Programs Committee.
January 2009	Policy committee review and discussion of the Draft Strategic Plan
February 9, 2009	Review of responses to comments on the Draft Strategic Plan with the TTAC
February 17, 2009	Board workshop on the Draft Strategic Plan
End of February 2009	Circulation of Draft Final Strategic Plan to technical and policy committees
March 9, 2009	Review of Draft Final Strategic Plan with the TTAC
March 12-20, 2009	Policy committee approvals of the Measure I 2010-2040 Strategic Plan
April 1, 2009	SANBAG Board approval of the Measure I 2010-2040 Strategic Plan

San Bernardino Associated Governments	Policy	40002
Adopted by the Board of Directors April 1, 2009	Revised	11/3/10
Valley Project Advancement (PA) and Advance Expenditure (AE) Processes Measure I 2010-2040 Strategic Plan	Revision No.	1

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

Table of Contents Purpose References Definitions Policies for Project Advancement Process Policies for the Advance Expenditure Process Revision History

I. PURPOSE

The purpose of this policy is to establish the requirements for administration of the Project Advancement (PA) and Advance Expenditure (AE) processes for jurisdictions in the Valley. Both the PA and AE processes enable local jurisdictions to advance funding for development and construction of Measure I projects prior to the availability of Measure I 2010-2040 revenue for those projects. The policies establish project eligibility criteria and reimbursement terms for each process. The PA process allows for reimbursement on projects that initiate construction no later than January 31, 2009. Eligible expenditures on Nexus Study projects for which construction begins after January 2009 are captured under the AE process, unless otherwise provided for in individual Project Advancement Agreements (PAA). A project for which construction fails to be initiated by January 31, 2009 under a previously executed Project Advancement Agreement may be transitioned to an Advance Expenditure Agreement (AEA) with SANBAG Board Authorization.

II. REFERENCES

- Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan
- Policy 40005 – San Bernardino Valley Freeway Interchange Program
- Policy 40006 – San Bernardino Valley Major Street Program

III. DEFINITIONS

Project Advancement Agreement (PAA) - A contract that establishes agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG that is required to be executed prior to project approval under the Advance Expenditure process.

Advance Expenditure Agreement (AEA) – A contract that establishes agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG that is required to be executed prior to project approval under the AE process.

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

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

Sponsoring Agency – The jurisdiction with the majority share development mitigation responsibility for projects included in the SANBAG Development Mitigation Nexus Study.

IV. POLICIES FOR THE PROJECT ADVANCEMENT PROCESS

A. General Policies

Policy PA-1: The public share costs for eligible projects in the Valley Freeway Interchange or Major Street Programs shall be eligible for a Project Advancement Agreement (PAA) to reimburse eligible costs incurred under the PAA if construction is initiated no later than January 31, 2009.

Policy PA-2: Only projects included in the most recent Board-approved version of the Development Mitigation Nexus Study shall be eligible for reimbursement under the PA process.

Policy PA-3: The PAA shall establish agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG for projects being reimbursed under the PA process.

Policy PA-4: In the event a jurisdiction fails to initiate construction by January 31, 2009, SANBAG reserves the right to terminate the PAA upon written notice to the jurisdiction. A jurisdiction may be reimbursed for those eligible project expenditures that occur prior to the date of termination when successfully completed as provided for in the terms of the PAA. A project covered under an executed PAA for which construction fails to be initiated by January 31, 2009 may be transitioned to an Advance Expenditure Agreement with SANBAG Board Authorization. The reimbursement terms of the AE process will apply in this case.

Policy PA-5: Any public share project costs incurred for Nexus Study projects prior to January 31, 2009 without an executed PAA shall not be reimbursed by SANBAG under the PA process. Eligible expenditures for Nexus Study projects not covered under the PA process shall be covered under the AE process, subject to the provisions below.

Policy PA-6: The project cost included in the PAA shall be the Nexus Study project cost in the most recent Board-approved Development Mitigation Nexus Study or the version of the Nexus Study in force at the time the first project expenditures were incurred, whichever is earlier.

B. Reimbursement

Policy PA-7: SANBAG shall reimburse jurisdictions with approved PAAs eligible expenditures up to the public share of either the Nexus Study project cost or the actual cost as adjusted per Policy VS-30, whichever is less.

Policy PA-8: Reimbursements shall not be made under the Project Advancement process for expenditures incurred prior to April 5, 2006 (the date when the model agreement for the Project Advancement process was adopted by the SANBAG Board of Directors) or prior to the date of approval of a jurisdiction's development mitigation program by SANBAG, whichever is earlier.

Policy PA-9: SANBAG shall reimburse local jurisdictions with PAAs executed under the Valley Major Street and Valley Freeway Interchange Programs with 40% of revenues available to the respective programs on an annual basis. At SANBAG Board discretion, the percentage of program revenue dedicated to reimbursement may be increased to a higher percentage specific to each program if the time between expenditure and reimbursement has become greater than six years or if the other project needs for a fiscal year are less than the remaining 60% of the pertinent program.

Policy PA-10: Local jurisdictions shall provide adequate documentation to substantiate the costs included in invoices submitted for reimbursement under the PA process. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant. If jurisdiction in-house staff time is submitted for reimbursement, documentation of hours by individual and salary rate must be provided, with tabulations from the payroll system by project task as backup. Overhead will only be allowed via an approved cost allocation plan or an equitable and auditable distributions of overhead among all departments.

Policy PA-11: SANBAG shall administratively reimburse local jurisdictions with PAAs in the order of expenditure as established by the date of invoice received by the jurisdiction from the contractor/consultant for a PAA project. The order of expenditure shall be considered separately for the Valley Major Street and Valley Freeway Interchange Programs.

Policy PA-12: Reimbursements by SANBAG for eligible expenditures shall be provided on a quarterly basis. Reimbursements shall occur beginning in approximately July 2010 following the quarterly reconciliation of sales tax dollars by the State Board of Equalization. Quarterly reimbursements from the Valley Major Streets and Valley Freeway Interchange Programs shall occur until all local jurisdictions with PAAs are reimbursed.

C. Equitable Share Calculation

Policy PA-13: For the Valley Major Street Program, reimbursement pursuant to PAAs shall be included in the equitable share calculations for the respective local jurisdictions, as specified in Policy 40006, maintained by SANBAG to ensure geographic equity over the life of the Measure.

V. POLICIES FOR THE ADVANCE EXPENDITURE PROCESS

A. General Policies

Policy AE-1: Jurisdictions that deliver Valley Freeway Interchange or Major Street Program projects may expend local jurisdiction funds with the expectation of later reimbursement of the public share costs by SANBAG, subject to the terms of the Advance Expenditure process. SANBAG's commitment to reimburse the public share cost shall be subject to the project priorities and policies referenced in Policies 40005 and 40006.

Policy AE-2: Only projects included in the current, Board-approved version of the Development Mitigation Nexus Study shall be eligible for the AE Program.

Policy AE-3: Reimbursement for a project under the AE process may take the form of monetary compensation for the public share cost of the project as defined in the Advance Expenditure Agreement (AEA), or credit for the same amount against the development share of one or more subsequent projects within the same Measure I Program.

B. Freeway Interchange Program and Railroad/Highway Grade Separation Sub-program Projects

Policy AE-4: All freeway interchanges and railroad/highway grade separation projects for which jurisdictions desire reimbursement under the AE process shall be included in an AEA with SANBAG. For multi-jurisdictional projects, the AEA shall be between the sponsoring agency and SANBAG.

Policy AE-5: The AEA shall establish agency roles, responsibilities and financial commitments between local jurisdiction(s) and SANBAG and is required to be executed prior to project cost reimbursement or credit under the AE process.

Policy AE-6: Public share project costs incurred for Nexus Study projects in advance of an executed AEA shall not be reimbursed by SANBAG, nor shall they be credited against the development share of a future project.

Policy AE-7: SANBAG shall begin reimbursement for phases of a Freeway Interchange project or a Railroad/Highway Grade Separation project in the first year that funding becomes available to the project based on the reimbursement criteria below and on the prioritization list contained in the Board-adopted version of the Nexus Study in force at the time of the AEA's execution. Subsequent changes in the Interchange and Grade Separation prioritization lists shall not affect the time of reimbursement or availability of credit once the AEA has been executed for the project. The process and criteria for the interchange Program include the following:

- SANBAG may call for applications for local jurisdictions to enter into Advance Expenditure Agreements (AEAs) for projects in the Valley Freeway Interchange Program. Jurisdictions in the Valley may submit applications for AEAs in response to this call, and SANBAG may enter into such agreements at its option and under the following conditions:
 - The request must be made through the call for applications in conjunction with the annual Capital Project Needs Analysis (CPNA) submittal and must include a financial plan that demonstrates the capability of a jurisdiction to fund the entirety of the project through construction without SANBAG's contribution to the public share. The financial plan must show funding sources by phase through completion of the project, including years beyond the five-year CPNA horizon.

ATTACHMENT 1

- A Project Study Report (PSR), or equivalent, must have been completed and be consistent with current plans for the interchange. Measure I Valley Interchange Funds are not eligible for work on a PSR when applying for an AEA.
- The project must be one of the top 10 interchanges in the most current interchange prioritization list established by the SANBAG Board. This is defined as the group of "Tier 1" interchanges.
- Interchanges in the 11-20 priority range (Tier 2) may be eligible for an AEA on an exception basis, with the required financial plan. Reimbursement for Tier 2 interchanges shall be based on the chronological order of expenditure, following reimbursement for all active Tier 1 interchanges. An "active" interchange project is defined as one that has progressed through the PSR (or equivalent) stage, has identified subsequent phases and funding sources in the most current CPNA, and is demonstrating progress in accomplishing those phases. Any interchange in the Tier 1 list that is not active following full reimbursement of other interchanges in Tier 1 shall be incorporated into the chronological reimbursement process that applies to Tier 2 interchanges. Interchanges of priority 21 or lower (Tier 3) shall not be eligible for an AEA.
- The jurisdiction does not undertake loans of Measure I funds from SANBAG for the development share on any project in any program.
- The jurisdiction assumes all risk associated with the timing of reimbursement of the public share of funds for the project.
- Once an AEA is executed, the ranking for purposes of AEA reimbursement shall be no lower than the ranking of the project at the time of AEA execution, even if traffic study and cost updates indicate a lower ranking. A higher ranking may accelerate the reimbursement for a Tier 1 interchange, based on the project's new position on the priority list. The updated ranking will not affect reimbursement for Tier 2 interchanges.
- The SANBAG Board has the sole discretion to approve or deny applications for AEAs based on the criteria and on project and financial conditions that exist at the time of the request. These financial conditions may include, but are not limited to, any indication that reimbursement of the public share of project cost would likely exceed SANBAG's funding capacity over the term of Measure I 2010-2040. SANBAG shall consider anticipated reimbursements of Measure I 2010-2040 funds for AEA projects in the annual apportionment and allocation process.

Policy AE-8: In general, SANBAG will complete reimbursement for a Freeway Interchange or Grade Separation project in its entirety prior to allocation of funds to construction of a project of lower priority on the Freeway Interchange or Grade Separation prioritization list. This will be balanced with the need to maintain commitments to other interchange or grade separation projects on which project development activity has been initiated.

Policy AE-9: SANBAG shall only reimburse or provide credit to jurisdictions with approved AE projects up to the public share of the project cost in the Board adopted Nexus Study in effect at the time the AEA was executed, or the public share of the actual project cost, whichever is less.

Policy AE-10: Reimbursement for project development phases of a project under the AEA shall be limited to the estimated cost of the phase for which funds have been allocated, as included in the current Board-approved version of the Nexus Study or to the actual cost, whichever is less.

Policy AE-11: The AEA shall be amended by phase to incorporate the project cost information included in the current Board-adopted version of the Nexus Study.

Policy AE-12: Local jurisdictions shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the jurisdiction must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and other documentation, as appropriate, to substantiate expenses incurred by the contractor/consultant. If jurisdiction in-house staff time is submitted for reimbursement, documentation of hours by individual and salary rate must be provided, with tabulations from the payroll system by project task as backup.

ATTACHMENT 1

Overhead will only be allowed via an approved cost allocation plan or an equitable and auditable distributions of overhead among all departments.

C. Valley Arterial Sub-program Projects

Policy AE-13: The following types of projects in the Valley Major Street Arterial Sub-program are eligible for reimbursement of public share costs under the AE process:

- Nexus Study project costs that are:
 1. Incurred prior to the the commencement of Measure I 2010-2040
 2. Not covered under the PA process mentioned above.
 3. Not incurred prior to either April 5, 2006 or prior to the date of approval of a jurisdiction's development mitigation program by SANBAG, whichever is earlier.
- Nexus Study projects included in the Jurisdiction Master Agreement that have incurred additional costs for project delivery beyond the total amount of funding allocated to a jurisdiction in a fiscal year.
- Nexus Study projects for which an allocation of funding was not approved in the current fiscal year but will be available in future years, subject to a jurisdictions cumulative equitable share calculations.

Policy AE-14: Projects delivered through the AE process in the Valley Arterial Sub-program are not required to execute an AEA prior to the expenditure of funds on eligible projects (as defined by Policy AE-13 above)

Policy AE-15: Prior to receiving reimbursement or credit under the AE process, jurisdictions shall specifically designate the project(s) in their Capital Project Needs Analysis and receive an allocation of funding by the SANBAG Board for the project, documented through the Jurisdiction Master Agreement.

Policy AE-16: In the annually submitted CPNA, a local jurisdiction with an eligible AE project shall specifically designate whether it elects to receive reimbursement or credit under the AE process for the project. The decision to receive credit or reimbursement will be reflected in the Jurisdiction Master Agreement.

Policy AE-17: Advance Expenditure projects shall be included in the Jurisdiction Master Agreement. Following approval of the agreement, the local jurisdiction may submit invoices for reimbursement or receive credit toward the development share of future project cost.

Policy AE-18: Jurisdictions shall not receive immediate reimbursement or credit for Advance Expenditure in excess of the jurisdiction's five-year equitable share of Valley Arterial Sub-program funds. Jurisdictions that reach the cap on reimbursement or credit may submit eligible projects for reimbursement as additional allocations become available under the jurisdiction's five-year equitable share cap.

D. Equitable Share Calculation

Policy AE-19: For the Valley Major Street Program, reimbursement pursuant to AEAs shall be included in the equitable share calculations for the respective local jurisdictions, as specified in Policy 40006, maintained by SANBAG to ensure geographic equity over the life of the Measure.

VI. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Deleted language no longer applicable in Policy AE-6. Expanded Policy AE-7, establishing criteria for execution of Advance Expenditure Agreements for valley freeway interchange projects.	11/03/2010

San Bernardino Associated Governments	Policy	40005
Adopted by the Board of Directors April 1, 2009	Revised	11/3/10
Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan	Revision No.	1

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<p>Table of Contents</p> <p> Purpose References Definitions Policies for Valley Freeway Interchange Program Revision History </p>

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Freeway Interchange Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility and prioritization, limitations on eligible expenditures, the role of SANBAG in project delivery, and cost overrun responsibilities.

II. REFERENCES

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

III. DEFINITIONS

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

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

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

Sponsoring Agency – The jurisdiction with the majority share development mitigation responsibility for projects included in the SANBAG Development Mitigation Nexus Study.

IV. POLICIES FOR THE VALLEY FREEWAY INTERCHANGE PROGRAM

A. Allocation of Measure I 2010-2040 Funding

Policy VFI-1: Initiation of project development work on freeway interchange projects shall be the responsibility of local jurisdictions, with the exception that project development work on interchange improvements required to enable the construction of freeway mainline projects may be initiated by SANBAG at the discretion of the Board of Directors.

Policy VFI-2: The SANBAG Board of Directors shall allocate funding to specific Valley Freeway Interchange projects as nominated by sponsoring member agencies through their five-year Capital Projects Need Analysis (CPNA). If nominations exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority assigned through a prioritization methodology approved by SANBAG as documented in the Strategic Plan. Fund allocation shall anticipate the Measure I public share costs for subsequent years of a project so that the intent of Policy VFI-3 can be achieved. Funding for initial phases of projects of lesser priority may be deferred depending on the outcome of the annual cash flow analysis. Full funding of the higher priority projects

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through construction shall be given priority, even if the nominations are less than available funding for any given year.

Policy VFI-3: Allocations to a Valley Freeway Interchange project shall be limited to the current phase of the project. However, an allocation of funds to the Project Approval and Environmental Documentation (PA&ED) phase or to a subsequent phase prior to construction shall represent a commitment by SANBAG to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and federal funds.

B. Cost Reimbursement

Policy VFI-4: The Valley Freeway Interchange Program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG, as specified in Policy 40001, prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VFI-5: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

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

C. Sponsoring Agency Reimbursement Invoices

Policy VFI-6: Sponsoring agencies shall submit invoices to SANBAG for actual expenditures incurred for components of an interchange project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VFI-7: The sponsoring agency shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the sponsoring agency must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and adequate documentation of any other expenses incurred by the contractor/consultant.

Policy VFI-8: The sponsoring agency shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

D. Local Lead Agency Reimbursement Schedule

Policy VFI-9: SANBAG shall reimburse the local lead agency for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the invoice as identified in Policy VFI-7.

E. Valley Freeway Interchange Program Eligible Projects

Policy VFI-10: Valley freeway interchanges included within the SANBAG Development Mitigation Nexus Study, as periodically updated, are the only freeway interchange projects eligible to be funded by the Valley Freeway Interchange Program.

Policy VFI-11: The SANBAG Development Mitigation Nexus Study shall calculate and document the public and development share costs for each eligible interchange as well as the local jurisdiction responsibility for development share costs.

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Policy VFI-12: No new project shall be added to the Valley Freeway Interchange Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost. Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SANBAG prior to Board action.

F. Valley Freeway Interchange Prioritization

Policy VFI-13: Within the Valley Freeway Interchange Program, projects needed to facilitate delivery of the San Bernardino Valley Freeway Program shall receive priority over the other eligible freeway interchange projects and may be initiated at the discretion of SANBAG. Initiation of an interchange project by SANBAG shall not waive any requirements for local jurisdictions to provide the development share of the project cost. However, SANBAG shall work with the responsible jurisdiction(s) on such projects to transact a loan for the fair share amount or negotiate other payment terms that will allow for reimbursement of the fair share amount to SANBAG over a mutually agreeable timeframe.

Policy VFI-14: Following allocations to interchanges pursuant to Policy VFI-13, Valley Freeway Interchange Program funding shall be allocated to projects nominated by sponsoring agencies according to a prioritization list approved by the SANBAG Board, and included for reference in Section IV.B.5 of the Strategic Plan.

Policy VFI-15: The Valley Freeway Interchange Program prioritization shall be based on a benefit/cost methodology and may also include consideration of congestion on the freeway mainline caused by deficiencies at the interchange. The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.

Policy VFI-16: Project initiation shall be the responsibility of a local sponsoring jurisdiction, unless otherwise directed by the SANBAG Board pursuant to Policy VFI-13. Nominations by sponsoring jurisdictions occur through inclusion of the candidate project in the sponsor's CPNA for the year of the requested allocation.

Policy VFI-17: A sponsoring jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, pursuant to the Development Mitigation Cooperative Agreement required by Policy VFI-21. The Project Funding Agreement shall be executed by the sponsoring agency and SANBAG prior to the expenditure of funds on any phase of the project. Sponsoring agencies shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VFI-18: Sponsoring agencies that desire to deliver a Valley Freeway Interchange Program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advance Expenditure process outlined in Policy 40002.

G. Development Mitigation Fair Share Contributions

Policy VFI-19: Funds allocated by SANBAG to any phase of a Valley Freeway Interchange project shall be matched by development contributions in accordance with the minimum development contribution percentages identified in the SANBAG Nexus Study.

Policy VFI-20: The sponsoring agency is responsible for coordination of all minority share development mitigation contributions identified in the SANBAG Development Mitigation Nexus Study.

Policy VFI-21: No allocation of funding by SANBAG to a Valley Freeway Interchange project shall occur prior to execution of the Development Mitigation Cooperative Agreement among all development mitigation contributors identified in the SANBAG Nexus Study or commitment by the sponsoring agency to provide the minimum development share.

Policy VFI-22: A Development Mitigation Cooperative Agreement shall be approved by all jurisdictions with funding responsibility for an interchange project as identified in the Nexus Study. The Development Mitigation Cooperative Agreement provides a guarantee of the development mitigation contributions required by the Nexus Study. The cooperative agreement shall be submitted with the

sponsoring agency's five-year CPNA for any Valley Freeway Interchange project included in the first year (year 1) of the CPNA. These agreements shall be approved by each jurisdiction's city council and, where applicable, the County Board of Supervisors. Where SANBAG initiates project development on an interchange project, SANBAG shall be responsible for coordinating the execution of the Development Mitigation Cooperative Agreement.

H. Development Mitigation Fair Share Loans and Loan Repayment

Policy VFI-23: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SANBAG for the development contribution to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors. Approved loans of Measure I to cover a development mitigation fair share requirement for either a sponsoring agency or another contributing jurisdiction, shall be subject to the following terms to minimize disadvantage to other jurisdictions:

- Repayment shall include interest equivalent to the annual yield for the most recent fiscal year for the Local Agency Investment Fund (LAIF).
- The repayment term shall be based on a fixed-term repayment schedule established within the loan agreement. No loan shall be granted a repayment period greater than 10 years.
- Failure to make payments consistent with the terms of the loan agreement will result in the jurisdiction's loss of access to new allocations of Measure I 2010-2040 Valley Major Streets and Valley Freeway Interchange Program funds until payments are brought back to a level consistent with the terms of the loan agreement.
- If annexation of an unincorporated area within the Nexus Study interchange traffic shed as established by the Nexus Study occurs, any loan commitments related to that interchange will be reapportioned to the annexing city based on the adjusted fair share for the interchange project and will be included in any considerations by the Local Agency Formation Commission.
- SANBAG reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.
- Loans that are the result of initiation of a project by SANBAG, pursuant to Policy VFI-13, shall be negotiated on a case-by-case basis with terms that may vary from those above.

Policy VFI-24: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

I. Development Mitigation Fair Share Credit Agreements

Policy VFI-25: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer.

Policy VFI-26: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VFI-27: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VFI-28: Reimbursement shall occur for only the public share of the Nexus Study project costs.

J. Eligible Valley Freeway Interchange Program Expenditures

Policy VFI-29: Eligible Valley Freeway Interchange Program expenditures shall include the costs for project phases of any Valley Freeway Interchange improvement included in the SANBAG Nexus Study.

Policy VFI-30: The following costs are ineligible for reimbursement from the Valley Freeway Interchange Program:

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- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
 1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or
 2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

K. Construction Cost Overruns

Policy VFI-31: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the lead agency may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. Jurisdictions shall share construction cost overrun expenses in proportion to the shares of development mitigation responsibility specified in the Nexus Study. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

L. SANBAG Project Management for Valley Freeway Interchange Program Projects

Policy VFI-32: Management of projects in the Valley Freeway Interchange Program shall be the responsibility of local jurisdictions. However, SANBAG, at the option of the Board of Directors, may assume project management responsibilities for a Valley Freeway Interchange project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.
- Where federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.
- Where SANBAG staff has identified reconstruction of an interchange as necessary prior to or as part of the construction of a San Bernardino Valley Freeway Program project.

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

Policy VFI-33: For projects subject to SANBAG project management pursuant to Policy VFI-32, project management costs will be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VFI-34: Local jurisdictions may request that SANBAG manage interchange projects for which SANBAG does not opt to assume project management responsibilities under Policy VFI-32. SANBAG may agree to assume management responsibilities under the following conditions:

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

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

Policy VFI-35: For projects subject to SANBAG project management pursuant to Policy VFI-34, local jurisdictions shall pay 100% of actual SANBAG project management costs, to be estimated in advance by SANBAG.

Policy VFI-36: For projects subject to SANBAG project management, SANBAG will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete the project.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Policy VFI-15: Replaced the last sentence: The prioritization list shall be updated every two years in accordance with the biennial Nexus Study update or as directed by the SANBAG Board of Directors. with: The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.	11/03/2010

San Bernardino Associated Governments	Policy	40006
Adopted by the Board of Directors April 1, 2009	Revised	1/4/12
Valley Major Street (VMS) Program Measure I 2010-2040 Strategic Plan	Revision No.	1

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

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I. PURPOSE

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

II. REFERENCES

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

Policy VMS-2: The SANBAG Board may vary the apportionments to each of the sub-programs from year to year. In FY 10/11 and FY 11/12, the Rail-Highway grade separation subprogram shall receive 20% of Measure I funds available in the Major Street Program.

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

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

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

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

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

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

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

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

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

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

- Right-of-way: Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VMS-25.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is

equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Repayment shall include interest equivalent to the annual yield for the most recent fiscal year for the Local Agency Investment Fund (LAIF).
- The repayment term shall be based on a fixed-term repayment schedule established within the loan agreement. No loan shall be granted a repayment period greater than 10 years.

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- Failure to make payments consistent with the terms of the loan agreement will result in the jurisdiction's loss of access to new allocations of Measure I 2010-2040 Valley Major Street and Valley Freeway Interchange Program funds until payments are brought back to a level consistent with the terms of the loan agreement.
- SANBAG reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment.

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

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

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

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

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

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

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

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

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

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
 1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or
 2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

J. Rail-Highway Grade Separation Sub-program - Construction Cost Overruns

Policy VMS-26: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the local jurisdiction may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the

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additional costs pursuant to an amendment to the Project Funding Agreement. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

K. SANBAG Project Management for Rail-Highway Grade Separation Sub-program Projects

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 1

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

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

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

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

B. Arterial Sub-program – Jurisdiction Master Agreement

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

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

C. Arterial Sub-program - Cost Reimbursement

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

Policy VMS-40: The reserved portion of a jurisdiction's account may be accessed (i.e. reimbursed to a jurisdiction) on a 1:1 basis as development dollars are expended on projects, up to the cumulative apportionment in jurisdiction accounts. Thus, the entire reserved portion of the account may be accessed if an equivalent expenditure occurs from development contributions.

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

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

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

- Right-of-way: Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VMS-50.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of \$5,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the

project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

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

D. Arterial Sub-program – Local Jurisdiction Reimbursement

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

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

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

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

E. Arterial Sub-program - Eligible Expenditures

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

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

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

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

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

ATTACHMENT 1

F. Arterial Sub-program - Development Mitigation Fair Share Loans and Loan Repayment

Policy VMS-53: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

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

G. Arterial Sub-program - Development Mitigation Fair Share Credit Agreements

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

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

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

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

VII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Par. IV: Revisions to Policy VMS-2 and Policy VMS-3 – revises the apportionments to the Rail-Highway Grade Separation sub-program and the Arterial sub-program.	01/04/2012

ATTACHMENT 1

San Bernardino Associated Governments	Policy	40021
Adopted by the Board of Directors	October 5, 2011	Revised 10/5//11
Short-Term Cash Flow Borrowing Between Measure I Subareas or Programs Measure I 2010-2040 Strategic Plan	Revision No.	0

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG Intranet.

Table of Contents Purpose References Definition Measure I Programs Identifying Cash flow Borrowing Needs Interest Rate on Cash Flow Borrowing Cash Flow Borrowing Repayment Cash Flow Borrowing Limitations Cash Flow Borrowing Exceptions Revision History

I. PURPOSE

The purpose of this policy is to provide a framework and identify parameters for short-term cash flow borrowing between Measure I 2010-2040 subareas or programs unused portions (based on funds not currently being used in the loaning programs).

II. REFERENCES

Measure I 2010-2040 Strategic Plan, Part I, Section III Measure I Strategic Plan Framework, Subsection IIIB.3 Strategy 3: Accelerate Project Delivery Through Borrowing Where Appropriate

Measure I 2010-2040 Strategic Plan Policy 40006 VMS-36

III. DEFINITION

Cash Flow Borrowing: Short-term loans between certain Measure I Subareas or Programs to expedite project delivery and reduce outside borrowing costs whenever possible.

IV. MEASURE I PROGRAMS

Measure I 2010-2040 cash flow borrowing will be limited to the Valley Freeway, Valley Interchange, Valley Major Streets, Valley Metrolink/Rail, Valley Express Bus/BRT, Valley Traffic Management Systems, Mountain/Desert Project Development and Traffic Management Systems, Mountain/Desert Major Local Highway, and Cajon Pass programs. Cash flow borrowing will not adversely impact funds that would otherwise be available to a Measure I subarea or program.

Cash flow borrowing will also be allowed from Measure I 1990-2010 Valley Major Projects to the aforementioned Measure I 2010-2040 programs. Valley and Mountain/Desert Administration, Elderly and Disabled Transit, and Local Street Projects programs are excluded from cash flow borrowing.

V. IDENTIFYING CASH FLOW BORROWING NEEDS

Cash flow borrowing needs will be identified each year during the preparation of the annual budget. The dollar amount borrowed from one Measure I 2010-2040 program to another will be calculated upon adoption of the budget and recorded as an advance to and/or between the affected programs at the beginning of the new fiscal year. The budget will provide for repayment of loans under Task 0985, Fund Advances.

When budget amendments, which create additional cash flow borrowing, are approved by the Board of Directors, they will be recorded at the beginning of the month that the budget amendment is approved.

VI. INTEREST RATE ON SHORT-TERM CASH FLOW BORROWING

The interest rate to be charged for short-term cash flow borrowing between programs will be the average investment yield of the SANBAG operating reserve investment portfolio from the previous fiscal year. The rate will be simple interest for the entire year and prorated for mid-year cash flow borrowing.

VII. CASH FLOW BORROWING REPAYMENT

Cash flow borrowing between Measure I programs will be repaid at the time the funds are required by the loaning program, not to exceed five years of the initial borrowing.

Extensions are allowed on a need basis with the approval of the Board of Directors. Repayment can be from future Measure I program sales tax revenue, bonded indebtedness, and/or other revenues.

VIII. CASH FLOW BORROWING LIMITATIONS

Cash flow borrowing will be limited by the following:

- The ability of the borrowing program to service the debt on a long-term bond issue.
 - The need of the loaning program to be reimbursed.
 - Adherence to the Measure I expenditure plan share of funds between programs.
-

IX. CASH FLOW BORROWING EXCEPTIONS

Exceptions to the cash flow borrowing between Measure I programs will require approval from the Board of Directors.

X. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/05/11

MEASURE I 2010- 2040 Project Advancement Program - Project Status

Valley Freeway Interchange Projects--WITH EXISTING PAA AGREEMENT							
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
Yucaipa	C07047	08/02/2006	brd0608a-abz	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	\$18,403,246	\$6,286,672
Fontana	C07129	12/06/2006	brd0612b-abz	I-15 at Duncan Canyon Rd	Construct New Interchange	\$18,000,000	\$4,068,000
Rialto	C07170	04/04/2007	brd0704c-abz	I-10 at Riverside Avenue	Interchange Reconstruction	\$30,400,000	\$17,382,581
TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS						\$27,737,253	

Valley Major Street Projects --WITH EXISTING PAA AGREEMENT							
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
Chino Hills	C07022	07/05/2006	brd0607b-abz	Peyton Dr	Widen from Grand Av to Chino Hills Pkwy	\$15,167,000	\$8,202,776
TOTAL MEASURE COMMITMENT TO CHINO HILLS						\$8,202,776	
Fontana	C07058	12/06/2006	brd0612b-abz	Baseline Ave.	Widen from Citrus Ave to 330' East of Mango Ave	\$7,550,000	\$5,134,000
Fontana	C07059	12/06/2006	brd0612b-abz	Cherry Ave	Widen from Jurupa Ave to Slover Ave	\$3,110,000	\$2,114,800
Fontana	C07060	12/06/2006	brd0612b-abz	Foothill Ave	Widen from East Ave to Hemlock Ave	\$7,400,000	\$5,032,000
Fontana	C07061	12/06/2006	brd0612b-abz	Sierra Ave	Widen from Baseline Ave to Walnut Ave	\$7,800,000	\$5,304,000
Fontana	C07062	12/06/2006	brd0612b-abz	Jurupa Ave	Widen from Etiwanda Ave to Sierra Ave	\$12,000,000	\$8,160,000
Fontana	C07063	12/06/2006	brd0612b-abz	Citrus Ave	Widen from Baseline Ave to So. Highland Ave	\$4,000,000	\$2,720,000
Fontana	C07064	12/06/2006	brd0612b-abz	Walnut Ave	Widen from Citrus Ave. to Sierra Ave	\$4,200,000	\$2,866,000
Fontana	C07065	12/06/2006	brd0612b-abz	So. Highland Ave	Widen from San Sevaine Rd to Citrus Ave	\$4,000,000	\$2,720,000
Fontana	C07066	01/10/2007	brd0701a-abz	Cypress Ave	Construct Overcrossing at I-10	\$20,000,000	\$10,245,502
TOTAL MEASURE COMMITMENT TO FONTANA						\$44,286,302	
Highland	C08016	10/03/2007	brd0710a-abz	Greenspot Rd	Improvements (widening) from SR-30 to Boulder Ave	\$2,710,000	\$523,416
TOTAL MEASURE COMMITMENT TO HIGHLAND						\$523,416	
R Cucamonga	C07025	08/02/2006	brd0608b-abz	Haven Ave	Construct Grade Separation	\$15,910,000	\$13,856,000
TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA						\$13,856,000	
Yucaipa	C07098	10/04/2006	brd0610a-abz	Yucaipa Blvd	Widen South Side from 5th St to 12th St	\$2,898,400	\$1,224,750
Yucaipa	C07099	10/04/2006	brd0610b-abz	Oak Glen Rd	Widen from 2nd St to Bryant	\$500,000	\$345,000
Yucaipa	C07100	10/04/2006	brd0610c-abz	Oak Glen Rd	Widen from Yucaipa Bl to Avenue E	\$1,800,000	\$1,242,000
Yucaipa	C07101	10/04/2006	brd0610d-abz	Wildwood Canyon Rd	Intersection Improvements at 5th St	\$551,605	\$380,880
TOTAL MEASURE COMMITMENT TO YUCAIPA						\$3,192,630	
TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREET PROJECTS						\$70,061,124	

Valley Freeway Interchange Projects-- New PAA Agreements							
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
SB County	C10092	05/05/2010	brd1005a-pc	I-10 Pepper Ave	I-10 Freeway Interchange	\$10,000,000	\$6,600,000
TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS						\$6,600,000	

Valley Major Street Projects-- New PAA Agreements

Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven Ave	Widening from Baseline Rd to I-210 Fwy Westside	\$6,000,000	\$4,260,000
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Church St	Widening from Archibald to Haven 2 to 4 lanes	\$1,152,000	\$817,920
R Cucamonga	C09182	05/05/2010	brd1005a-pc	4th and Richmond	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	4th and Utica	New traffic signal (50% Ontario)	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	6th and Buffalo	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	6th and Utica	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and Banyan	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and San Bernardino	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and Victoria	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Arrow and Center	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Banyan and Wardman Bullock	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Carnelian and Wilson	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Church and Elm	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Day Creek and Madrigal	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and Cornwall	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and East Ave	New Traffic signal (50% Fontana)	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and Malachite	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven and Trademark	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven and Wilson	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Hermosa and Church	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Wilson and San Sevaine	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Wilson and Wardman Bullock	New traffic signal	\$158,000	\$112,180
TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA							\$7,321,520
Chino	C09184	05/05/2010	brd1005a-pc	Chino Avenue	Widen from Fern to Euclid (2 to 4 lanes)	\$4,565,000	\$2,236,850
Chino	C09184	05/05/2010	brd1005a-pc	Kimball Ave	Widen from Euclid to Hellman (2 to 4 lanes)	\$6,661,000	\$3,263,890
Chino	C09184	05/05/2010	brd1005a-pc	Pine and Mill Creek	New traffic signal	\$181,000	\$88,690
Chino	C09184	05/05/2010	brd1005a-pc	Pine and West Preserve Loop	New traffic signal	\$181,000	\$88,690
Chino	C09184	05/05/2010	brd1005a-pc	Fern and Riverside Dr.	New traffic signal	\$201,000	\$98,490
TOTAL MEASURE COMMITMENT TO CHINO							\$5,776,610
Rialto	C09183	05/05/2010	brd1005a-pc	Bloomington Ave and Willow Ave	New traffic signal	\$395,000	\$237,000
Rialto	C09183	05/05/2010	brd1005a-pc	Merrill Ave and Willow Ave	New traffic signal	\$282,000	\$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Cactus Ave and Walnut Ave	New traffic signal	\$282,000	\$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Cactus and Randall Ave	New traffic signal	\$282,000	\$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Riverside Ave and Alder Ave	New traffic signal	\$282,000	\$169,200
TOTAL MEASURE COMMITMENT TO RIALTO							\$913,800
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from Cunningham Street to 192' east of Cunningham Street (South side only)	\$26,587	
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from 380' east of Cunningham Street to 920' east of Cunningham Street (South side only)	\$98,662	
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from Elmwood Street to Sterling Avenue (South side only)	\$506,424	
SUB TOTAL							\$631,673
Safe route to school (buydown total cost)							-\$317,002
TOTAL COST AFTER BUYDOWN (53.6%)							\$314,671
TDA Article 3 (buydown public share)							-75970
TOTAL MEASURE COMMITMENT TO HIGHLAND							\$92,694
TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREETS PROJECTS (NEW)							\$14,104,624
TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREETS PROJECTS (ALL PAAS)							\$84,165,748
TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS (ALL PAAS)							\$34,337,253

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
S RTP	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 21 st 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



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