

AGENDA
Board of Directors Meeting
August 1, 2012

*******Start Time: 10:00 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, 2nd Floor (The Super Chief), San Bernardino

******Convene Regular Meeting at 10:30 a.m.******
1st Floor Lobby
1170 W. 3rd Street,
San Bernardino, CA

LOCATION

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

Board of Directors

President

Janice Rutherford, Supervisor
County of San Bernardino

Vice-President

Mike Leonard, Council Member
City of Hesperia

Cari Thomas, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Julie McIntyre, Mayor Pro Tem
City of Barstow

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Sarah Zamora, Mayor
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Council Member
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Ed Scott, Mayor Pro Tem
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor
City of Victorville

Dick Riddell, Mayor
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Gary Ovitt, Supervisor
County of San Bernardino

Brad Mitzelfelt, Supervisor
County of San Bernardino

Neil Derry, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Basem Muallem, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

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

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

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

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

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

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

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

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

AGENDA

**Board of Directors
August 1, 2012**

*****10:00 a.m. (CLOSED SESSION)***
1170 W. 3rd Street, 2nd Floor (The Super Chief)
San Bernardino, CA**

CLOSED SESSION

#1 Conference With Real Property Negotiators

Pursuant to Government Code Section 54956.8, conference with San Bernardino County Transportation Commission negotiators: Mitch Alderman & Ryan Graham, SANBAG; and Rick Rayl & Bradford Kuhn, Nossaman LLP

Property: C 10, 222 W. Hospitality Lane, San Bernardino, CA

Negotiating Parties: County of San Bernardino

Under Negotiation: Price and terms for acquisition and/or transfer of a portion of the Property for a permanent and temporary interest therein.

#2 Conference With Legal Counsel – Anticipated Litigation

Pursuant to Government Code Section 54956.9, subdivision (c), concerning whether or not to initiate litigation (1 potential lawsuit involving 1 property).

*****CONVENE REGULAR MEETING AT 10:30 a.m.*****

1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

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

Call to Order 10:00 a.m. by Supervisor Janice Rutherford

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
 - Calendar of Events (Pg. 14)
- IV. Agenda Notices/Modifications – Vicki Watson

1. **Possible Conflict of Interest Issues for the Board Meeting of August 1, 2012** Pg. 15

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

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under at the end of the Consent Calendar Agenda Item 26.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 20

3. **June 2012 Procurement Report** Pg. 24

Receive June 2012 Procurement Report. **Hilda Flores**

This item was received by the Administrative Committee on July 18, 2012.

4. **Measure I Revenue** Pg. 27

Receive Report on Measure I receipts for Measure I 2010-2040. **Hilda Flores**

This item was received by the Administrative Committee on July 18, 2012.

5. **Investment Policy No. 20100** Pg. 29

Approve changes in existing Investment Policy No. 20100, Section IX, Allowable Investments for SANBAG Operating Funds, Parts H and I. **Hilda Flores**

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

6. **Request for Proposal 13015 for Risk Management Advisor Services** Pg. 38

Authorize and approve release of Request for Proposal 13015 for qualified firms to provide Risk Management Advisor Services for San Bernardino Associated Governments. **Hilda Flores**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG General Counsel and Contract Administrator have approved this item and RFP as to form.

Consent Calendar Continued....

Administrative Matters (Cont.)

7. **Contract for Information and Communications Technology Services** Pg. 44

Approve Contract C12174 with SIGMAnet, Inc. for Information and Communications Technology Services in an amount not to exceed \$409,200 for an initial three year term. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG's General Counsel and Contract Administrator are reviewing this item and Contract.

8. **Award On-Call Labor Compliance Service Contracts** Pg. 54

1. Award Contract C12233 to GCAP Services, Inc., for On-Call Labor Compliance Services for a three year contract with two one-year options for an amount described in Recommendation No. 3 for the initial three year term.

2. Award Contract C13022 to Dynamic Engineering Services, Inc., for On-Call Labor Compliance Services for a three year contract with two one-year options for an amount described in Recommendation No. 3 for the initial three year term.

3. Approve a total not-to-exceed amount of \$300,000 for GCAP Services, Inc. (C12233), and Dynamic Engineering Services, Inc. (C13022). **Kathleen Murphy-Perez**

This item was reviewed by the Administrative Committee on July 18, 2012, and recommended for approval (7-1-0; Opposed: Graham). SANBAG General Counsel and Contract Administrator have approved this item and Contracts as to form.

9. **Revise Contracting and Procurement Policy 11000 for Construction Change Orders** Pg. 82

Approve changes to existing SANBAG Contracting and Procurement Policy 11000, Section IX., Paragraph C., sub-section 2, deleting "Director of Project Delivery" and replacing it with "Department Director" and deleting "\$150,000" as the limitation of approval and other changes as identified herein. **Kathleen Murphy-Perez**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Consent Calendar Continued....

Administrative Matters (Cont.)

10. **Revise Policy 11000, "Contracting and Procurement Policy" to reflect an increase to the maximum contract term from three years to five years** Pg. 84

Approve changes to the existing SANBAG Contracting and Procurement Policy 11000, Section V., Paragraph F., increasing the maximum contract term from three years to five years.
Kathleen Murphy-Perez

This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

11. **Modification to the subcontractor substitution process for Public Works construction contracts** Pg. 86

Approve subcontractor substitutions by Department Directors for Public Works construction projects, contingent upon following the prescribed process identified in the Public Contract Code Section § 4107. **Kathleen Murphy-Perez**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG General Counsel has approved this item as to form.

Subregional Transportation Planning & Programming

12. **Amendment No. 2 to Contract C10193 with GCAP Services, Inc. for Disadvantaged Business Enterprise (DBE) Annual Goal Preparation and Additional DBE Services** Pg. 88

Approve Amendment No. 2 to Contract C10193 with GCAP Services, Inc. for Disadvantaged Business Enterprise Services to exercise a one-year option of the Contract through August 31, 2013 and to increase the contract amount by \$25,000 for a total not-to-exceed amount of \$77,500. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG Counsel and Contract Administrator are currently reviewing this item and Amendment.

Consent Calendar Continued....

Program Support/Council of Governments

13. **Contracts to Implement and Finance a Property Assessed Clean Energy (PACE) Program in San Bernardino County** Pg. 94

Approve the following contracts related to the formation and on-going operation of a PACE Program and approve an exception to SANBAG Policy to allow for the terms of these contracts to exceed three-years:

1. Contract 12141 with The PFM Group to serve as Financial Advisor and Program Manager for a PACE Program for a contract term as described by Recommendation 5.
 2. Contract 12245 with Best, Best and Krieger LLP to provide legal services related to the formation and on-going operation of a PACE Program for a contract term as described by Recommendation 5.
 3. Contract 12247 with David Taussig & Associates to provide Special Tax Consultant and Assessment Engineering services related to the formation and on-going operation of a PACE Program for a contract term as described by Recommendation 5.
 4. Contract 12248 with Westhoff, Cone & Holmstedt to provide Placement Agent services related to the formation and on-going operation of a PACE program for a term as described by Recommendation 5; and
 5. Approve four-year contract terms for Contract Nos. C12141, C12245, C12247, and C12248, which exceed the three-year contract term identified in SANBAG's Procurement Policy 11000.
- Duane Baker**

The item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on July 18, 2012. SANBAG General Counsel and Contract Administrator are reviewing this item and contracts.

14. **State Legislative Update** Pg. 128

Receive State Budget update and legislative bill matrix. **Eric Haley**
This item was received by the Administrative Committee on July 18, 2012.

15. **Additional Right-of-Way Funding for the Hunts Lane Grade Separation Project** Pg. 134

1. Approve an additional \$2,000,000 in Measure I Valley Major Projects funds for right-of-way costs associated with the Hunts Lane Grade Separation Project.
2. Approve budget amendment for Task No. 0870 to increase the Measure I Valley Major Projects funds by \$2,000,000 for a new total of \$2,439,166. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 19, 2012. SANBAG General Counsel has reviewed this item as to form.

Consent Calendar Continued....Project Development

16. **Lenwood Road Grade Separation Project – Set Date for Hearing to Consider Resolutions of Necessity** Pg. 136

Acting as the County Transportation Commission, set the date and time of September 5, 2012 at 10:00 a.m. for a hearing to consider Resolutions of Necessity for properties required for the Lenwood Road Grade Separation project in the City of Barstow and the County of San Bernardino. The Property owners are: William and June Divine, Stanley Siegal, Louis and Thelma Press, the Pamela L. Jarman Living Trust, Michael and Hillary Gilson, Wilbur and Elaine Gassaway, Carroll Fulmer Management Co., Clayton and Janice Carmean, Albert and Rita Vogler, and Mark Rodarte. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on July 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item as to form.

17. **Interstate 215 (I-215)/Mount Vernon-Washington Interchange Improvement Project** Pg. 139

Approve the award of Contract No. C12214 to TranSystems Corporation for the preparation of Preliminary Engineering and Environmental Document (PA&ED), with an option for the preparation of Plans, Specifications, and Estimate (PS&E) for the I-215 Mount Vernon-Washington Interchange Improvement Project, for a lump sum amount of \$2,890,365.40. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 19, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and contract as to form.

18. **Environmental permit mitigation fees for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle Gap Closure and the Newport Road Overcrossing Project** Pg. 185

Authorize payment to the Riverside-Corona Resource Conservation District (RCRCD) for mitigation requirements of the US Army Corps of Engineers (ACOE) Section 404 Nationwide Permit, the California Department of Fish and Game (CDFG) Streambed Alteration Permit, and the Santa Ana Regional Water Quality Control Board Section 401 Water Quality Certification of an amount not to exceed the aggregate total of \$157,122. **Garry Cohoe**

The item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 19, 2012. SANBAG General Counsel has reviewed this item as to form.

Consent Calendar Continued....

Project Development (Cont.)

19. Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project Pg. 187

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$9,930,000 increasing the total allowance for property acquisitions for the project to \$14,540,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: Tom and Laura Gwin; Damron Family Trust; Terry Lloyd; William and Joyce Rosier; Merced Tarin; Donald Gillespie; Sean and Iris Lee; Jeffrey Grange; Larry and Adele Eckrote; Dennis and Judy Bathurst; Henry and Ileana Oliver; Mary Larriba and Thelma Dulin; Robert Cirrito; Denno and Shatha Jerjis; City of San Bernardino; San Bernardino County Flood Control; Branden Wood; Carlos and Jesusa Benedicto; ACF Disposition LLC (Alliance Bank Capital Funding, LLC); Modesto Gudino; Federal National Mortgage Association; Carol Sigman Family Trust; Paul and Wendy Cannan; Deland Inc.; Antchango, Dominique & Aguerre Family Trust (Basque Farm Ltd.); Town Square M Properties LLC; Russell Thompson; Leonard Sigdestad; Southern California Gas Co.; Carlos and Reina Coronado; Ron Toth; Lit Industrial Limited Partnership; Gene Wood; General Telephone Company of California; Stacy Marie Wendler; United States Forest Service; and Victor Kardos. **Garry Cohoe**

This item was reviewed and recommended for approval (9-0-2; Abstained: Morris and Rutherford), by the Major Projects Committee on July 19, 2012. This item was also reviewed and unanimously recommended for approval by the Mountain Desert Committee on July 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item as to form.

Consent Calendar Continued....

Transit/Commuter Rail

20. Hellman Road At-Grade Railroad Crossing Safety Improvements Pg. 212

1) Authorize staff to work with the Southern California Regional Rail Authority (SCRRA) and City of Rancho Cucamonga to submit a grant application for \$6,004,819 from the Proposition 1B Highway-Railroad Crossing Safety Account.

2) Authorize the use of State Transit Assistance funds in the amount of \$750,000 as a local match for the project should the grant be awarded to SCRRA. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on July 19, 2012.

21. Amendment No. 4 to Purchase Order 060108 with Allen Matkins Leck Gamble Mallory & Natsis LLP Pg. 218

Approve Amendment No. 4 to Purchase Order 060108 with Allen Matkins Leck Gamble Mallory & Natsis LLP for legal services relating to railroad right-of-way issues, increasing the total compensation by \$10,000 for a new total of \$210,000. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on July 19, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the purchase order.

22. Budget Amendment for Task 0379 for Fiscal Year 2012/2013 Pg. 222

Approve Fiscal Year 2012/2013 budget amendment to increase task 0379 Commuter Rail Capital in the amount of \$1,459,313 funded by California Emergency Management Agency for a new task total of \$25,664,856.00. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on July 19, 2012.

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

23. **Fiscal Year 2012/2013 Transportation Development Act (TDA) Unmet Transit Needs Public Hearings** Pg. 224

1. Adopt Definitions of "Unmet Transit Needs" and "Reasonable to Meet" as identified in Attachment A.
2. Set Times, Dates and Locations for TDA Unmet Transit Needs Public Hearings. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on July 19, 2012.

Transportation Programs & Fund Administration

24. **Estimate of Fiscal Year 2012-2013 reimbursements for Project Advancement Agreements** Pg. 228

Receive information on estimated reimbursements for Project Advancement Agreements (PAAs) for Fiscal Year 2012-2013.
Steve Smith

This item was reviewed by the Plans and Programs Committee on July 18, 2012, and by the SANBAG Transportation Technical Advisory Committee on June 25, 2012.

25. **Improvement to Transit Access for Cyclists and Pedestrians** Pg. 234

Receive report on the Improvement to Transit Access for Cyclists and Pedestrians Study. **Ryan Graham**

This item was received by the Plans and Programs Committee on July 18, 2012.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Administrative Matters

27. **SANBAG Board of Directors meeting start time** Pg. 236
Set the start time of the regularly scheduled SANBAG Board of Directors meetings at 10:00 a.m. **Ray Wolfe**
This item has not had prior policy committee review.

Subregional Transportation Planning & Programming

28. **High Desert Corridor Route Alternative Interactive Map and Online Tool** Pg. 237
(10 Min.)
Receive a presentation and demonstration of the High Desert Corridor Route Alternative Interactive Map and Online Tool. **Duane Baker**
This item has not had prior policy committee review.

Program Support /Council of Governments

29. **Mobility 21** Pg. 239
(10 Min.)
Receive a presentation on the efforts of Mobility 21 to advocate for transportation issues in Southern California. **Duane Baker**
This item has not had prior policy committee review.

30. **SANBAG's Role as a Council of Governments** Pg. 241
Receive the information on SANBAG's role as a Council of Governments (COG) as background to be used during the Board of Directors COG Workshop on August 22, 2012. **Duane Baker**
This item has not had prior policy committee review.

Project Development

31. **San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Construction Management Services** Pg. 248
Approve additional payment of \$134,035.00 to Transportation Energy Solutions, Inc. for Construction Management Services on the San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Project, Contract No. C10202. **Garry Cohoe**
This item was reviewed and recommended for approval (9-2-0; Opposed: Graham and Yates), by the Major Projects Committee on July 19, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item as to form.

Discussion Items Continued....

Project Development (Cont.)

32. Utility Agreement C12208 for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Pg. 251

1. Rescind Board's June 6, 2012 approval of Agreement C12208 in the amount of \$472,139.

2. Approve Agreement C12208 in the amount of \$393,449 with Riverside Public Utilities for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project. **Garry Cohoe**

This item has not had prior policy committee review. General Counsel and Contract Administrator have reviewed this item and the contract.

Other Matters

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships

South Coast Air Quality Management Report Pg. 259
Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee Pg. 261
Council Member Gwenn Norton-Perry

SCAG Committees Pg. 265

SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications

SANBAG Policy Committees Pg. 266

Acronym List Pg. 272

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

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Important Dates to Remember...

August 2012

SANBAG Meetings – Scheduled:			
Administrative Committee	Aug 8	9:00 am	The Super Chief
Major Projects Committee	Aug 9	9:00 am	The Super Chief
Plans and Programs Committee	Aug 15	12:00 noon	The Super Chief
Commuter Rail & Transit Committee	Aug 16	12:00 noon	The Super Chief
Mountain/Desert Committee	Aug 17	9:00 am	Town of Apple Valley

Other Meetings/Events:			
Redlands Rail Scoping Meetings (2)	Aug 14 Aug 15	4:00-7:00 pm 4:00-7:00 pm	Redlands, ESRI San Bernardino, Hilton
I-10/Tippecanoe Public Meeting	Aug 30	5:00-7:00 pm	Loma Linda City Hall
Council of Governments (COG) Board Workshop	Aug 22	9:00 am–12 noon	SANBAG, Depot Lobby

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



- 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: August 1, 2012

Subject: Information Relative to Possible Conflict of Interest

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

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

Closed Session #1 – Conference with Real Property Negotiators

<u>PARCEL</u>	<u>POTENTIAL CONFLICTS OF INTEREST</u>
C-10	COUNTY OF SAN BERNARDINO

2 Conference With Legal Counsel -- Anticipated Litigation

C-10	COUNTY OF SAN BERNARDINO
------	--------------------------

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input checked="" type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input checked="" type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.
 BRD1208z-aa

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
7	C12174	SIGMANet, Inc. <i>Paul Edge</i> <i>Kevin Turner</i>	N/A
8	C12233	GCAP Services, Inc. <i>Edward Salcedo</i> <i>Gale Bloomingdale</i> <i>Joe Hernandez</i> <i>Lupe Navarro</i>	Contractor Compliance Monitoring, Inc. <i>Deborah Wilder</i>
8	C13022	Dynamic Engineering Services, Inc. <i>Chia-Chi Wang</i>	Meadows Consulting <i>Karen Meadows</i> CALTROP Corporation <i>Carole Sanders</i> Falcon Engineering Services, Inc. <i>Wael Faqih</i> BetKon, Inc. <i>Heather McGuffin</i> Z&K Consultants, Inc. <i>Karen Faqih</i>
12	C10193	GCAP Services, Inc. <i>Ed Salcedo</i>	N/A
13	C12141	The PFM Group <i>Michael Berwanger</i> <i>Laura Franke</i> <i>Craig Hoshijima</i> <i>Hana Hu</i>	N/A
13	C12245	Best Best and Krieger, LLP <i>Warren Diven</i> <i>John Rottschaefter</i>	N/A
13	C12247	David Taussig & Associates <i>Andrea Roess</i> <i>Donna Segura</i>	N/A
13	C12248	Westhoff, Cone & Holmstedt <i>Tony Cone</i> <i>Mark Holmstedt</i>	N/A

Item No.	Contract No.	Principals & Agents	Subcontractors
16	<u>APN#</u> 0422-011-05 0422-011-06 0422-011-12 0421-181-10 0497-142-26 0497-131-59 0421-172-12 0422-043-30	<u>Property Owners:</u> William A. Divine and June F. Divine (Trustees of the Divine Family Trust) Stanely B. Siegal, Louis Press and Thelma Press, Pamela L. Jarman Living Trust, Michael Kenneth Gilson and Hillary Sue Rodman Gilson Wibur Walter Gassaway and Elaine Frances Gassaway Carroll Fulmer Management Co. Clayton A. Carmean and Janice J. Carmean, and Albert H. Vogler and Rita K. Vogler Mark Rodarte	None
17	C12214	TransSystems Corporation <i>Jamal Salman</i>	LSA Associates ACT Consulting CA Group Earth Mechanics Inc. Iteris LDP OPC Towill TRC Utility Specialists Westbound Communications
18	N/A	Riverside-Corona Resource Conservation District (RCRCD) <i>Shelli Lamb</i>	None
19	<u>APN#</u> 0348-141-06 0348-141-04 0348-141-05 0348-141-01 0348-141-02 0348-141-03 0348-132-24 0348-132-25	<u>Property Owners:</u> Tom and Laura Gwin Damron Family Trust 01/11/02 "" "" Terry Lloyd "" "" "" "" Joyce I. and William R. Rosier "" ""	None

Continued on next page

Item No.	Contract No.	Principals & Agents	Subcontractors
19 (Cont.)	<u>APN#</u>	<u>Property Owners:</u>	None
	0349-144-02	San Bernardino Co. Flood Control	
	0349-115-01	Leonard A. Sigdestad	
	0349-062-48	Southern California Gas Company	
	0349-062-39	City of San Bernardino	
	0349-152-06	Coronado Carlos and Reina	
	0349-154-13	Ron Toth	
	0348-151-25	Lit Industrial Limited Partnership	
	0349-182-10	Gene E. Wood	
	0349-182-09	General Telephon Co. of California	
	0349-173-32	Stacy Marie Wendler	
	0349-173-29	City of San Bernardino	
	0349-102-01	United States Forest Service	
	0349-062-35	"" ""	
	0349-062-03	"" ""	
	0349-102-12	"" ""	
	0349-173-19	Victor J. Kardos	
	0349-173-20	"" ""	
	0349-171-01	"" ""	
	0349-171-02	"" ""	
	0349-171-03	"" ""	
21	PO060108-04	Allen Matkins Leck Gamble Mallory & Natsis LLP <i>Stephen R. Thames, Esq.</i>	N/A
31	C10202	Transportation Energy Solution, Inc. <i>Nathaniel Behura</i>	None
32	C12208	Riverside Public Utilities – Electric	None

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.

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD - 2012

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

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.
 brdatt12 Page 2 of 2

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

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

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.
brdatt11 Page 2 of 2



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

Minute Action

AGENDA ITEM: 3

Date: August 1, 2012

Subject: June 2012 Procurement Report

Recommendation:* Receive June 2012 Procurement Report.

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

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of June 2012.

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

Reviewed By: This item was received by the Administrative Committee on July 18, 2012.

Responsible Staff: Hilda Flores, Accounting Manager

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.
 BRD1208a-ws

June 2012 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000826	6/05/12	Building Industry Association, Baldy View	SANBAG's sponsorship of the 2 nd annual General Assembly. The amount includes 35 tickets for SANBAG Board Members and staff.	\$20,000.00
4000803	6/05/12	Parsons Brinckerhoff, Inc.	Parsons Brinckerhoff developed the SBTAM model and is the only firm currently able to conduct the required modeling runs for the CMIA application deadline.	\$6,500.00
4000831	6/12/12	Mundell Odlum & Haws, LLP	This legal firm was hired as sole source to conduct legal inquiries involving highly sensitive and time critical matters. It is in the best interest of SANBAG to conduct this inquiry as quickly as possible. The law firm has unique experience in handling sensitive inquiries from many years of experience in similar areas of employment law, and the firm reported its ability to meet the time constraints of the legal inquiry. Other legal firms were contacted that had expertise to assist SANBAG, but this was the only law firm to agree to the time constraints and cost.	\$6,064.50
4000835	6/18/12	Self-Help Counties Coalition (SHCC)	This is an organization of 19 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, Caltrans, the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.	\$5,700.00
4000832	6/18/12	Radio Communication Service	26 Kenwood digital module and portable radios for the FSP program; initial installation on the digital radios in 16 primary FSP tow trucks; and wiring of 7 back-up FSP tow trucks. Work shall be paid by the hour at \$85/hr. Installation of new FSP related radio system at the new TMC building in Fontana is included.	\$21,000.00

4000844	6/20/12	Li, Wendy	<p>Ms. Wendy Li of IDC Consulting Engineering, Inc. will provide SANBAG with continued service in the area of highly specialized fund programming management during SANBAG's staff transition period from June 18, 2012 through December 30, 2012. Ms. Li's anticipated work will average 16 hours per week at the rate of \$140/hour. Ms. Li will provide the following services to SANBAG during staff transition period:</p> <ul style="list-style-type: none"> • Provide funding strategies to the New Director of Fund Administration and Programming (DFAP) for project changes resulting from re-programming or project savings in the next several months. • Provide documented history briefings/updates to the new DFAP for the programming recommendations/decisions of critical programs/projects, call for projects commitments, STIP strategies, CMAQ/STP planning, LONP repayments, and TCRP repayments. • Assist the new DFAP with programming information document updates for all projects identified in the 10-Year Delivery Plan. Updates will be made within the environment of EcoSys. • On-going support for all Fund Administration and Programming related tasks that can maximize SANBAG's funding opportunities. 	\$36,400.00
4000848	6/28/12	TH Enterprises Inc.(TH)	<p>Contract C09192 with TH ends June 30, 2012. SANBAG requires ongoing support for maintenance of SANBAG's computer network while the selection process for RFP 12174 for ICT Services is completed and presented to Committee and Board for approval.</p> <p>TH has agreed to continue to support SANBAG at the current contract rate under a maintenance agreement until a new contract is in place with the selected provider and to provide support during the transition to the new ICT services provider.</p>	\$50,000.00
*Note: Sole Source justification is noted in the Purpose statement, if applicable.				Total
				\$145,664.50



- 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: August 1, 2012

Subject: Measure I Revenue

Recommendation:* Receive report on Measure I receipts for Measure I 2010-2040.

Background: Sales tax revenue collections for Measure I 2010-2040 began on July 1, 2011. Cumulative total receipts for Fiscal Year 2011/2012 as of June 30, 2012 were \$130,808,745.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for October - December represent sales tax collections from July - September.

Measure I revenue for the Fiscal Year 2011/2012 budget was estimated to be \$111,577,000. Actual Measure I receipts for Fiscal Year 2011/2012 January through June are \$130,808,745, in comparison to \$115,603,079 received during the quarter ending June 2010/2011, with an increase of 13.15%.

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

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

Summary of SANBAG Measure I Receipts 2010-2040						
Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						\$7,158,800
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
% Increase Over 10/11	10.07%	14.86%	13.71%	13.87%	13.15%	

Financial Impact: Measure I revenues are expected to exceed both the budgeted amount and prior years collections.

Reviewed By: This item was received by the Administrative Committee on July 18, 2012.

Responsible Staff: Hilda Flores, Accounting 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: 5

Date: August 1, 2012

Subject: Investment Policy No. 20100

Recommendation:* Approve changes in existing Investment Policy No. 20100, Section IX, Allowable Investments for SANBAG Operating Funds, Parts H and I.

Background: The California Government Code, which governs the investment of public funds (Section 53635 et seq.), requires that the agency's governing body review the investment policy at a public meeting.

Staff and SANBAG's investment advisor, PFM Investment Management, has reviewed the current policy and recommends the following changes:

1. SECTION IX. ALLOWABLE INVESTMENTS FOR SANBAG OPERATING FUNDS

- Change (H) rating category from "AA" to "A" or its equivalent or better, by a nationally recognized statistical-rating organization for medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state.
- Change (I) Add the word "federally" for licensed branch of a foreign bank and change rating from "AA" to "A" or its equivalent or better, by a nationally recognized statistical-rating organization

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Senate Bill 194 amended California Government Code 53601 (i) to permit public agencies to purchase negotiable certificate of deposits (CD's) issued by "a federally licensed branch of a foreign bank." This revision was viewed as a correction of an oversight when the legislature authorized CD's issued by state-licensed banks. The word "federally" is included in the recommendation for allowable investments.

Current policy requires a minimum rating of "AA" or its equivalent or better by a nationally recognized statistical rating agency (NRSRO) for medium-term notes and negotiable CD's. A few of the NRSRO's have changed their methodology in reviewing and assigning credit ratings due to the global economy. Fewer corporate issuers will be rated "AAA" and "AA" because of the change in rating methodology rather than changes in financial condition. The recommendation changes the minimum rating of "AA" or its equivalent or better to "A" or its equivalent or better for medium-term notes and negotiable CD's.

It should be noted the investment advisor (PFM) recommendations does not represent a change in a stringent credit quality philosophy, but rather recognition of the realities of the market place. The recommendations will provide flexibility, optimal diversification and future market opportunities without additional risk.

Financial Impact: This item imposes no impact on Fiscal Year 2012/2013 Budget.

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

Responsible Staff: Hilda Flores, Accounting Manager

San Bernardino Associated Governments	Policy	20100
Adopted by the Board of Directors	October 2, 1996	Revised
		Draft 6/29/12 7/6/14
Investment Policy	Revision No.	15 14

Table of Contents
Purpose Policy Investment Goals Prudent Investor Standard Scope Delegation of Authority Conflicts of Interest Portfolio Maturity Limits Allowable Investments for SANBAG Operating Funds Additional Allowable Investments for Bond Proceeds Only Prohibited Investment Transactions Investment in "Derivative" Securities Leveraging Safekeeping of Securities Competitive Bidding of Investments Broker/Dealers Reporting Annual Submission of Investment Policy Revision History

I. PURPOSE

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

II. POLICY

The Board of Directors of the San Bernardino Associated Governments (SANBAG) and its related authorities and agencies recognizes its responsibility to direct the investment of funds under its care. This policy is designed to meet the specific needs of SANBAG while ensuring the safety of funds.

III. INVESTMENT GOALS

The investment of funds by SANBAG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SANBAG will be undertaken in a manner that seeks to ensure the preservation of capital in the portfolio.

Liquidity: SANBAG's investment portfolio will remain sufficiently liquid to enable SANBAG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SANBAG's primary goals of safety, liquidity and diversification.

IV. PRUDENT INVESTOR STANDARD

SANBAG investments are governed by the prudent investor standard, set forth as follows:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the investment of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment strategy, investments may be acquired as authorized by law.

V. SCOPE

The investment policy applies to all financial assets held by SANBAG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SANBAG with specific investment instructions.

VI. DELEGATION OF AUTHORITY

SANBAG's bylaws designate the Executive Director as Treasurer for the Agency.

Under the direction and oversight of the Executive Director, and in consultation with SANBAG's investment adviser, the Chief Financial Officer (CFO) shall direct the investment of SANBAG operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS"). All officials, staff members and consultants are directly accountable to the SANBAG Board for investment functions.

VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SANBAG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SANBAG's portfolio.

VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit the Authority to meet all projected obligations.

The maximum maturity of any other investment of operating funds ("direct investments") may not exceed five years unless otherwise noted in Paragraph IX.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt serve reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

IX. ALLOWABLE INVESTMENTS FOR SANBAG OPERATING FUNDS

Investment of SANBAG's funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

The following investment vehicles are permitted for the investment of operating funds.

- A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 40% of SANBAG's investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.
- C. Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations of the State of California or any California local agency may not represent more than 20% of SANBAG's portfolio and no more than 10% may be invested in the obligations of any one issuer.

D. Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations of the other 49 states may not represent more than 20% of SANBAG's portfolio and no more than 10% may be invested in the obligations of any one issuer.

E. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in par. IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SANBAG's custodian bank by book entry, physical delivery, or held by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SANBAG or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SANBAG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SANBAG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio.

F. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization.

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 40% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

G. Commercial paper rated in the highest short-term rating category, as provided by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); (c) has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.

(2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation.

Purchases of commercial paper may not exceed 25% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.

H. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category ~~"AA"~~ "A", or its equivalent or better, by a nationally recognized statistical-rating organization.

Purchase of medium-term corporate notes may not exceed 30% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- I. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a **federally or** state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated **"AA" "A" or its equivalent or** better by a nationally recognized statistical-rating organization.

Purchase of negotiable certificates of deposit may not exceed 30% of SANBAG's investment portfolio. No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type.

- J. State of California's Local Agency Investment Fund (LAIF)
Investment in LAIF may not exceed 60% of SANBAG's operating funds or \$50 million, whichever is less.

- K. San Bernardino County Investment Pool.

- L. Insured savings accounts.

- M. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SANBAG's investment portfolio. Further, no more than 10% of SANBAG's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS ONLY

- A. California Asset Management Program (CAMP)'s money market pool, which is rated AAAM and has an average maturity of 60 days or less and its separately managed portfolio.
- B. Investment agreement with an AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SANBAG Board.
- C. Debt service reserve funds and debt service funds may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).
- D. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.
- E. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SANBAG Board.
- F. Other investments as permitted by bond indentures.
-

XI PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

XIII. LEVERAGING

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

XIV. SAFEKEEPING OF SECURITIES

SANBAG shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all direct investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SANBAG. All direct investments shall be delivered by the broker to SANBAG's safekeeping account on a delivery versus payment basis.

XV. COMPETITIVE BIDDING OF INVESTMENTS

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO in conjunction with SANBAG's investment advisor shall determine the best execution price for SANBAG, and act accordingly.

XVI. BROKER/DEALERS

If a third party investment advisor is authorized to conduct investment transactions on SANBAG's behalf, the investment advisor may use their own list of approved broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SANBAG upon request.

For any investment transactions conducted by the Treasurer on behalf of SANBAG, the Treasurer shall comply with the following requirements:

Transactions initiated by SANBAG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) and through secondary dealers who have received prior approval to do business with SANBAG.

Primary dealers wishing to do business with SANBAG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.
2. The primary dealer representative must provide SANBAG with a minimum of three references of finance officials from public agencies in California.

Secondary dealers must complete a broker/dealer application provided by SANBAG, and must meet the following criteria to the satisfaction of SANBAG's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).
 2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.
 3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SANBAG's investment goals.
-

4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SANBAG's behalf. In order to be considered for investment business opportunities with SANBAG, each firm must acknowledge receipt of such materials.

XVII. REPORTING

A. Quarterly Report

The CFO will provide a quarterly report to the Administrative Committee and to the Board of Directors providing the following information:

1. Breakout of all securities, investments and moneys held by SANBAG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.
2. A description of all SANBAG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.
3. A statement of compliance with investment policy and a statement denoting the ability of SANBAG to meet all expenditures for the next six months.

B. Monthly Report

The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code §53607 when investment authority has been delegated by the Board.

XVIII. ANNUAL SUBMISSION OF INVESTMENT POLICY

SANBAG's CFO shall render a statement of investment policy to the Board of Directors annually. The Board shall consider the policy, with any changes, in a public meeting.

XIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/02/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . .".	09/03/97
2	No changes.	12/02/98
3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/03/99
4	No changes. Re-approved by the Board of Directors.	11/01/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/07/01
6	Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc. Par. IX: Changed "one year" to "two years". Par. X.4: Changed "1 year maximum" to "2 year maximum". Par. X.5: Changed "1 year maximum" to "2 year maximum". Par. X.6: Changed "180 days maximum" to "270 day maximum".	11/06/02
7	No changes. Re-approved by the Board of Directors	11/05/03
8	No changes. Re-approved by the Board of Directors	01/05/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted. Paragraphs III, IV, IX, and XVII: Minor revisions. Paragraphs VIII, IX, and XVI: Major revisions.	07/05/06

Revision No.	Revisions	Adopted
11	Par. IX.J: Removed limitation.	09/13/06
12	No changes. Re-approved by the Board of Directors	01/09/08
13	<p>Par. VI: Delete "In addition, the CFO, under the direction and oversight of the Executive Director, and consultation with SANBAG's investment advisor, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for approval". The investment of bond proceeds is identified under par. X. and will be authorized by bond covenant.</p> <p>Par. IX: Add (C) Obligations of the State of California or any local agency within the state and (D) Registered treasury notes or bonds of other states in addition to California to diversify the number of sectors and issuers; revise (C) to be (E) and add "held" before "by a third party custodial agreement". Also add "Repurchase agreements may not represent more than 20% of SANBAG's investment portfolio", to limit the amount to be invested in repurchase agreements; delete "(G) "provided that the issuing corporation is organized and operating within the United States, has total assets in excess of \$500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical rating organization." This is also stated in paragraphs (G) (1) and (2); increase (J) from \$40 million to \$50 million limitation on LAIF investment per State Treasurer's Office authorization to increase the dollar amount for investment.</p> <p>Par. X: Change (A) For CAMP, rating from AAA to AAAM and average maturity from one year to 60 days or less. This is to improve safety and liquidity.</p> <p>Par. XV: Add "in conjunction with SANBAG's investment advisor" for clarification purposes.</p>	09/01/10
14	<p>Par. VIII: Changed four years to five years and added "unless otherwise noted in Par. IX.</p> <p>Par. IX.B: Changed 10% to 40%.</p> <p>Par. IX.F: Changed 20% to 40% and changed "No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.G: Changed "No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities on any one non-government issuer regardless of security type.</p> <p>Par. IX.H: Changed 20% to 30 and changed "No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation." to "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. IX.I: Changed 20% to 30% and added "No more than 3% of SANBAG's investment portfolio may be invested in the securities of any one non-government issuer regardless of security type."</p> <p>Par. XVII: Removed 'QUARTERLY' from title, renumbered paragraphs, and added "B. Monthly Report. The CFO will provide a monthly list of investment transactions to the Board of Directors as required by the California Government Code 53607 when investment authority has been delegated by the Board.</p>	07/06/11
15	<p>Par. IX.H: Changed rating of "AA" to "A".</p> <p>Par. IX.I: Changed "... by a state-licensed branch ..." to "... by a federally or state-licensed branch ..." and changed "... rated AA ..." to "... rated A or its equivalent ...".</p>	

The firm shall represent SANBAG's interests in the marketplace when the purchase of insurance is necessary, function as SANBAG's insurance broker/consultant and negotiate with the insurance companies on SANBAG's behalf.

The firm acting as the risk management consultant shall provide risk management controls, review contract insurance language, oversee additional insured endorsement and certificates of insurance compliance and manage and coordinate claims reporting and handling.

The firm will be the central destination for all claims, contract and insurance certificate and bond reviews, help negotiate insurance-related contract language with SANBAG's contractors, vendors, and insurers; suggest appropriate coverages based on the usual insurance coverages available; check all certificates of insurance, additional insured endorsements, and bonds for compliance with SANBAG's contracts insurance requirements.

Pursuant to policy direction, SANBAG is required to award this type of contract on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function. Staff will return to the Board with approval of the selected firm for contract award.

Financial Impact: The various policies and brokers' maintenance/base fee are funded under SANBAG's indirect fund (Task 0120/Indirect General) for Fiscal Year 2012/2013 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG General Counsel and Contract Administrator have approved this item and RFP as to form.

Responsible Staff: Hilda Flores, Accounting Manager

ATTACHMENT "A"
"SCOPE OF SERVICES"

The CONSULTANT shall provide a variety of services to assist SANBAG with the purchase and management of insurance, third party claims and the management of insurance-related activities related to procurement. The Scope of Services is presented below:

- I. CONSULTANT will manage risk and control costs. CONSULTANT will:
 - a) Analyze the factors that are driving the cost of risk;
 - b) Develop & present cost-effective strategies for dealing with risk;
 - c) Seek out creative solutions and fully explore alternatives before recommending the purchase of insurance;
 - d) Provide a clear, concise written explanation of what SANBAG is buying, what it costs, and why.

- II. Represent SANBAG interests in the marketplace when the purchase of insurance is necessary. Functioning as SANBAG's broker/consultant, CONSULTANT will negotiate with the insurance companies on SANBAG's behalf, and protect SANBAG's interests. CONSULTANT will:
 - a) Give SANBAG broad access to the insurance marketplace;
 - b) Monitor the published financial information of SANBAG's Insurers and alert SANBAG to changes in their status;
 - c) Follow up with insurance carriers for timely issuance of policies, endorsements, and agreements;
 - d) Review policies and endorsements for accuracy and conformity to specifications;
 - e) Provide easy-to-understand coverage summaries for all new coverage and updates on changes to existing coverage.

- III. Provide SANBAG with new ideas and information on a regular basis. To ensure that SANBAG's program remains effective and competitive, CONSULTANT will keep SANBAG informed of significant changes and/or trends in the insurance industry that could have an impact on SANBAG or affect from a risk and insurance perspective.

- IV. Deliver support and administrative assistance. CONSULTANT will provide SANBAG with prompt, accurate service at all times. CONSULTANT will:
 - a) Respond to questions and requests timely;
 - b) Return phone calls within 24 hours or less;
 - c) Assist SANBAG in preparing insurance applications;
 - d) Process certificates of insurance, auto identification cards, and motor vehicle report requests in a timely manner;
 - e) Issue binders prior to the expiration of current policies;
 - f) Maintain an updated schedule of insurance;
 - g) Work with SANBAG to determine a schedule for reviewing insurance company loss runs;
 - h) Check the accuracy of audits, rating adjustments, and dividend calculations;
 - i) Develop procedures to ease administration and claims handling;

- j) Coordinate the activities of any third party loss control providers or claims consulting services.
 - k) Respond to RFP/IFB requests for review of contract language and insurance or bond review within three (3) business days or less.
- V. Take an aggressive, proactive approach to controlling losses and act as the SANBAG's advocate in the event of a claim. The CONSULTANT will:
- a) Analyze losses to identify trends and potential problem areas that need to be addressed;
 - b) Recommend and coordinate special loss control services, if necessary;
 - c) Act as a liaison between SANBAG and the Insurer or claims service organization, and negotiate on SANBAG's behalf;
 - d) Work with SANBAG in designing claims handling procedures;
 - e) Track significant claims and provide SANBAG with periodic reports;
 - f) Monitor third party claims to ensure that SANBAG's interests are protected;
 - g) Review experience modification factors;
 - h) Evaluate reserves and advise where adjustments are warranted.
- VI. Establish a strategy that meets SANBAG's needs, keeps CONSULTANT close to SANBAG's business, and facilitates joint planning. The CONSULTANT will:
- a) Meet with SANBAG's key people to discuss strategy and any changes in SANBAG's situation;
 - b) Conduct a *Stewardship Review* to assess performance and establish future objectives and strategies for the CONSULTANT and SANBAG. During the course of the review, the CONSULTANT will:
 1. Perform a complete review and analysis of the existing program;
 2. Ask about changes in SANBAG's goals, objectives, operations and exposures;
 3. Determine any short and long-term influences that stand to impact SANBAG's program in the future;
 - c) Develop a mutually agreeable renewal action plan and timeline that meet SANBAG's objectives and ensure that information is with SANBAG.
- VII. The CONSULTANT shall provide risk management controls on Risk Management services:
- a) Contract reviews;
 - b) Insurance compliance;
 - c) Certificate compliance; and,
 - d) Claims reporting and management.
 - e) Reviewing the Right-of-Way purchased by SANBAG and ensure that new properties are covered by SANBAG's insurance.
- VIII. The CONSULTANT will not provide SANBAG with certificate tracking.
- IX. CONSULTANT will:
- a) Be the central destination for all claims, contract and certificate and bond reviews.
 - b) Help negotiate insurance-related contract language with SANBAG's clients, vendors, end Insurers as desired by SANBAG.

- c) Suggest the coverage's that are appropriate based on the usual insurance coverage's available.
- d) Check all certificates and bonds against the contract to make sure that the certificate show compliance to the insurance requirements noted in the contract.

X. Third Party Claims

- a) All claims should be reported to CONSULTANT directly (Workers Compensation being the exception), for reporting to the Insurer.
- b) With the current General Liability program, being written on a deductible structure there would be no need for a third party administrators for future claims.
- c) The Insurer would be responsible for filing tenders and defense.
- d) CONSULTANT will monitor the claims to prompt the Insurer to respond punctually to the claim and report to the SANBAG on a quarterly basis as to the status of all claims.
- e) For all of the claims that are being handled by the current third party administrators the consultant will monitor their progress on all open claims.
- f) The same process of reporting would be in place for Automobile, Crime, Property, and Public Officials Liability.
- g) All claims should be reported to the CONSULTANT for notification to the Insurer.

XI. Reports:

- a) Provide Quarterly Loss Run reports to SANBAG.

SANBAG's Role & Responsibilities

- a) Review the insurance policies and notify CONSULTANT promptly if SANBAG has questions or changes;
- b) Provide CONSULTANT with the information needed to do the CONSULTANT 's job. It is extremely important that such information is accurate, complete, and provided to us in a timely fashion;
- c) Respond to requests promptly;
- d) Allow CONSULTANT to participate in the settlement of losses with insurance carriers;



- 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: August 1, 2012

Subject: Contract for Information and Communications Technology Services

Recommendation:* Approve Contract C12174 with SIGMAnet, Inc. for Information and Communications Technology Services in an amount not to exceed \$409,200 for an initial three year term.

Background: On March 21, 2012, SANBAG issued a Request for Proposal (RFP) for Information and Communications Technology Services.

These services are to assist SANBAG in managing and administering SANBAG's computer network. SANBAG does not have a dedicated Information Technology (IT) Department and has relied on contract firms to provide that service. By contracting for this service, SANBAG has been able to take advantage of the expertise that comes from a dedicated IT firm that is always up-to-date with the ever changing environment of business computing and networking without the overhead costs associated with having dedicated staff.

This arrangement has worked very well for SANBAG for its entire history. SANBAG has experienced a very stable computer network environment and has been able to migrate to more advanced technology as appropriate. SANBAG's contract was with TH Enterprises, Inc. who has provided these services for many years. This contract expired on June 30, 2012. IT services are now being

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.
 BRD1208a-dab
 Attachment: C12174

provided on a time and materials basis through a Purchase Order while this procurement process is completed.

On March 21, 2012, SANBAG released RFP 12174 and sent 42 notifications to firms on SANBAG's vendor list. On March 26, 2012, this RFP opportunity was advertised in the *Los Angeles Times* to maximize the number of potential firms that would know of this RFP. On April 2, 2012, a non-mandatory pre-proposal conference was held to answer any questions that proposers might have about the RFP and about SANBAG's existing network and hardware. Two firms took advantage of this opportunity.

By April 24, 2012, three proposals were received in response to the RFP. An initial responsiveness review was conducted to ensure responsiveness to the RFP requirements. The firms who submitted are:

- Inland Productivity Solutions
- SIGMAnet, Inc.
- TH Enterprises, Inc.

An Evaluation Committee ("Committee") was convened consisting of the Director of Management Services, the Director of Project Delivery, the Accounting Manager, the Procurement Administrator, the Information Services Administrator, and the acting IT Director from the City of Hesperia to evaluate the proposals

The Committee reviewed all of the proposals and recommended that two firms be interviewed: SIGMAnet, Inc. and TH Enterprises, Inc. The firms selected to be interviewed demonstrated that they had the necessary expertise, experience and resources to meet SANBAG's needs. During the interview, the Committee scored each firm on information provided in their presentation and their response to questions during the question and answer period. Some of the criteria used in the evaluation were experience with Sharepoint, the number and availability of technicians to respond to SANBAG, the certifications and experience of key personnel with systems and networks similar to SANBAG's. Each of the firms was well prepared and clearly presented their qualifications to the Committee. After the interviews, the consensus of the Committee was that SIGMAnet, Inc. best met the needs of SANBAG.

Some of the reasons cited by the Committee in recommending SIGMAnet, Inc. are their experience with agencies of SANBAG's size or larger, their organized service response protocols, the close proximity of their service center, the professional certifications of key staff members, and their experience with IT environments similar to SANBAG's.

Based on the recommendation of the Evaluation Committee, it is recommended that the Administrative Committee recommend that the Board of Directors approve Contract C12174 with SIGMAnet, Inc. This contract is for a term of three years with options for an additional two years.

Financial Impact: The proposed contract is for a not to exceed amount of \$409,200, will be funded in Task 0130 (Indirect Management Services), and is consistent with the approved SANBAG Fiscal Year 2012/13 budget. With the approval of this contract, SANBAG's professional services costs for IT services will be approximately 29.5% lower than in fiscal year 2011/2012.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG's General Counsel and Contract Administrator are reviewing this item and Contract.

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

CONTRACT SUMMARY SHEET

Contract No. **C 12174** Amendment No. _____

By and Between

San Bernardino Associated Governments and SIGMAnet, Inc.

Contract Description **Information & Communications Technology Services**

Board of Director's Meeting Date: August 1, 2012
Overview of BOD Action: Approve Contract C12174 with SIGMAnet, Inc. for Information and Communications Technology Services in an amount not to exceed \$409,200 for an initial three year term.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	409,200.00	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	\$	409,200.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	409,200.00

Contract Start Date **August 1, 2012** Current Contract Expiration Date **June 30, 2015** 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. 0130.
 A Budget Amendment is required.
 How are we funding current FY? Included in approved SANBAG Budget Indirect Task 0130

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 Included each year in budget for Indirect Task 0130
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

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

DUANE BAKER
 Task Manager (Print Name)
DUANE BAKER
 Project Manager (Print Name)
Sherry Hill
 Contracts Administrator (Print Name)
WILLIAM SWANSON
 Chief Financial Officer (Print Name)

William A. Salen 7-12-12
 Signature Date
William A. Salen 7-12-12
 Signature Date
[Signature] 7-12-12
 Signature Date
[Signature] 7/12/12
 Signature Date

MM
7/12/12

ATTACHMENT A

“SCOPE OF SERVICES”

Attachment A

Scope of Services for Information Communications Technology (ICT) Services

San Bernardino Associated Governments (“SANBAG”), is requesting proposals from Microsoft Gold or Silver Certified Partners who are qualified firms to provide Information and Communications Technology (ICT) Services to manage and administer the SANBAG Computer Network.

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

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

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

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

- a. **Ongoing Maintenance of Existing System:** Proposer must demonstrate the experience and knowledge necessary to maintain the existing system. A description of the system is shown in Figure 1. Specification information on servers is listed in Figure 2.
- b. **Infrastructure Assessment and Procurement:** Proposer must demonstrate the experience and qualifications:
 - To analyze the infrastructure – including hardware, software, wiring and Internet connectivity currently in place; and
 - To prepare an assessment for any need to upgrade and/or replace equipment and services. Proposer must have the knowledge to assist in the coordination of procurement of said upgrade/replacements. The assessment and plan must prioritize system security, disaster recovery and stability.
 - To provide the installation services required for hardware associated software, and Internet connectivity devices.
 - To train key users in day-to-day operations of the installed infrastructure.

Current SANBAG Network Environment

1. There are currently 60 network users with workstations running:
 - Windows 7 operating system and Office 2010 Professional
 - SharePoint 2010
 - Eden Financial System

- Regional Council Management System (RCMS).
 - Eden Financial System
 - PS-NEXUS (Customer Relationship Management System)
2. There are 8 servers, 4 of which are virtual servers. All are HP servers.
 3. There is a mix of HP and Xerox printers on the network for users – currently 4 HP printers, 1 HP plotter, and 6 Xerox printers (printing, copying, and scanning).
 4. Exchange 2010 is SANBAG’s mail and calendaring system.
 5. All SANBAG work is done in a SharePoint environment. Users may connect to the SANBAG Portal 24/7 both internally and remotely via the Internet to add/revise/review documents and email/calendars.
 6. There are a few third-party programs used only by specific SANBAG groups:
 - Oracle Primavera Enterprise Project Portfolio Management
 - Oracle Contract Management
 - EcoSys
 - Parsons Program Controls Systems
 - Epic Land Solutions
 - Microsoft Project 2007

Sharepoint Clarification

Support Covered Under Monthly Rate	Not Covered Under Monthly Rate
Trouble shooting and incident triage	Version migrations
Sharepoint Administration	Site creation
Sharepoint web part additions (ex. Document site or module)	Major site modifications
Text or photos added to sites	Programming additions/modifications
	Dashboard creation and modification
	Access Services

Figure 1 - SANBAG Computer Network – Diagram of Existing Infrastructure

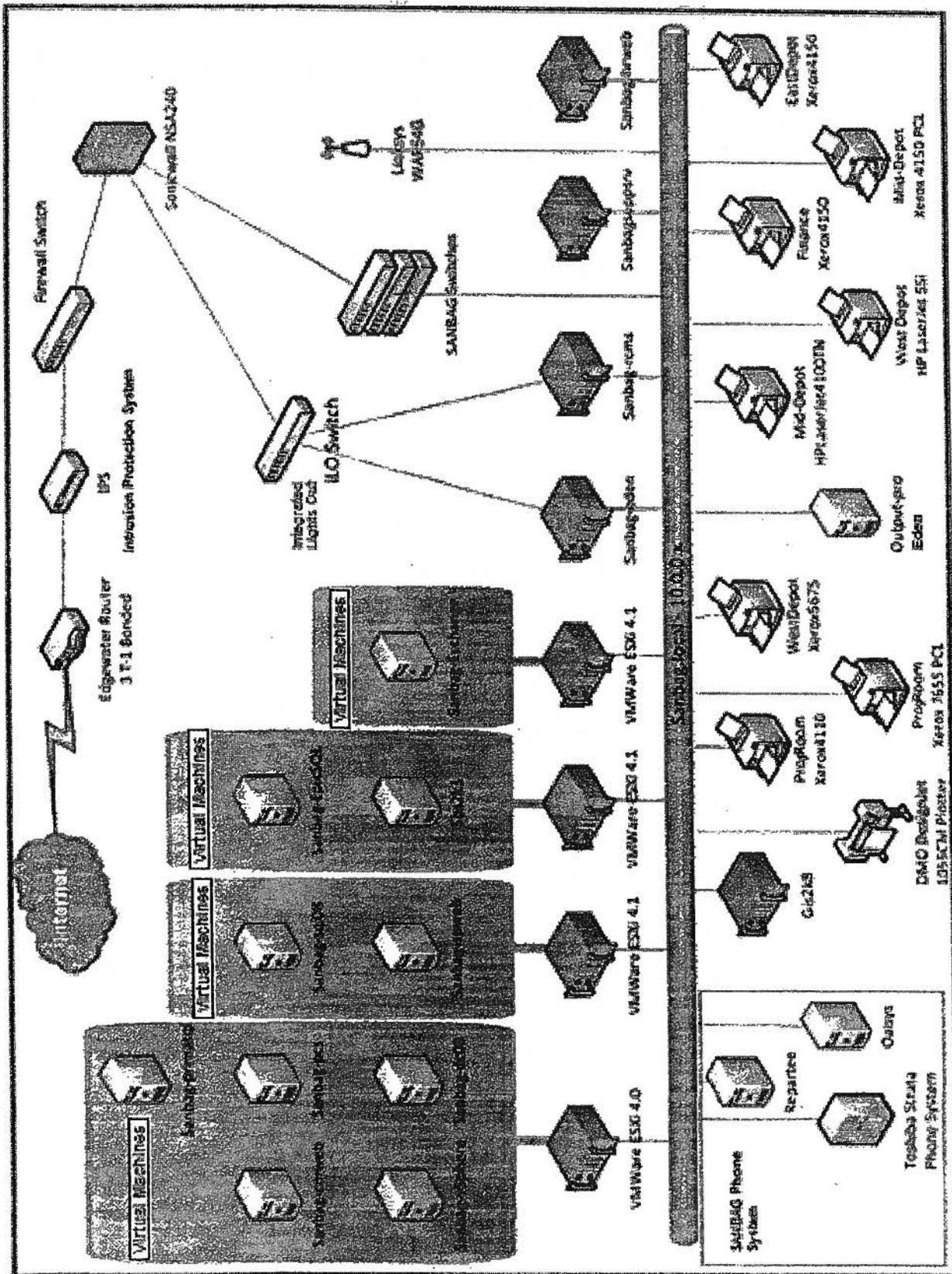


Figure 2 - Server Specifications

Server	Description
	<p>Project Delivery Server HP ProLiant DL380 G6 rack-mount server with two Quad-Core Xeon 2.53.ghz processors, 24 Gig RAM, six 300 Gig hard drives in RAID-5 array with one on-board spare and gigabit network cards. APC Power Distribution Unit with “reboot bar” to allow remote “hard boot” of server. Windows 2008 Server Enterprise 64-bit Version with 5 users CALs and Software Assurance SQL Server Standard – 1 processor license with Software Assurance VMware VsPHERE Essentials Plus 4.0 with 1 year Gold support Backup Exec Agent for SQL Server Backup Exec Remote Agent</p>
	<p>SharePoint Server DHP ProLiant DL380 G6 Server with two Quad Core 2.8 ghz processors, total of 20 GB of RAM, five 300 GB hard drives in RAID-5 array and one additional 300 GB hard drive as an on-board spare. Also includes a DVD-ROM and four gigabit network connections and 3-year manufacturer’s warranty. VMware Essentials Bundle with 1-year maintenance.</p>
	<p>Epic Land Solutions Server (Rail) HP ProLiant DL380 G7 Server w/two 6-core/2.8 ghz processors, 24 gig of RAM, six 300-gig hard drives in RAID 5 array plus an onboard spare, DVD and 3 year manufacturer’s warranty Windows Server 2008 Standard w/ 2 yrs Software Assurance SQL Standard 2008 R2 for 1 processor with 2 yrs Software Assurance Double-Take with 1 year maintenance Backup Exec System Recovery for server w/1 yrs maintenance</p>
	<p>Exchange Server HP ProLiant DL380 G5 Server with one Quad Core E5440/1.83 processor, DVD Drive, Raid Controller, Redundant Power supply. Includes 4 Gig RAM, 4 146 gig hard drives in RAID-5 Array with one additional on-board spare for data and two 72 gig mirrored hard drives for operating system redundancy. Windows Server 2010 and 65 Client Licenses with Software Assurance Microsoft Exchange 2010 and 65 Client Licenses with Software Assurance Additional 16 Gig RAM for Server (Hardware)</p>
	<p>Eden Server HP ProLiant DL380 Server – Two Quad Core Xeon E5440/2.83 Processor, 4 gig RAM, two gigabit network cards, redundant power supplies. Includes two 72 gig SCSI hard drives in RAID 1 for Operating System and system hardware and four 146 gig SCSI hard drives in RAID 5 array with one on-board spare. Includes three year onsite manufacturer’s warranty. Microsoft Windows Server Standard with Software Assurance*. SQL Server Standard 2005 Edition with Software Assurance* for a dual-processor server.</p>
	<p>RCMS Server HP DL360 G5 Server with Dual Core Xeon processor/2.33 ghz, 4 gig RAM, Dual Gigabit NICs, four 146 Gig 10K hard drives in RAID 5.</p>
	<p>Support Server (Fax Server, Antivirus Server, Windows Update Server, Wireless Access Server (Controls authentication to SANBAG wireless network) HP ProLiant DL320 G6, Intel Xeon, Intel(R) Xeon(R) CPU E5502 @ 1.87GHz, RAM: 4085MB</p>
	<p>Eden HRWeb Server HP ProLiant DL 160 GB Server – One Quad Core/2.0 ghz processor with 4 gig RAM, DVD, Redundant power supply and mirrored 146 Gig hard drives. Microsoft Windows Server 2008 Standard with Software Assurance</p>

Server	Description
	<p>GIS Server HP ProLiant DL380 G5 – one Quad core E5440/2.83 processor, 4 gig RAM, 4 gig RAM, dual network card. Includes two 72 gig SCSI hard drives in RAID 1 for Operating System and system software and five 300 gig hard drives with 4 in RAID-5 and one on-board spare.</p>
	<p>Eden TOPS (Tyler Output Processor Server) HP Business Desktop dc5800 to serve as machine; Intel Core Duo/3 ghz processor, 2 gig RAM, 160 gig hard drive, DVD±RW, gigabit network card, Windows XP Pro operating system and 3 year onsite manufacturer's warranty.</p>
	<p>SANBAG Disaster Recovery Server HP ProLiant DL380 G6 Server with one Quad Core/2.4 ghz processor, 26 Gig RAM, and seven 300 Gig hard drives in RAID 5 array. Includes DVD drive, network card, and 3 year manufacturer's warranty. Stored in Texas in Level Three Off-Site Colocation facility (in Texas).</p>

Summary of Required Network Administration Services

The network administration services needed by SANBAG are:

- 1) Provide day-to-day network administration for the SANBAG Computer Network.
- 2) Support internal clients (help desk).
- 3) Manage the nightly backups.
- 4) Manage the protection of the SANBAG Computer Network from viruses, spamming, and hacking.
- 5) Administer upgrades to existing servers and business applications and to all client workstations.
- 6) Provide management and technical consultation for design and upgrade of the SANBAG Computer Network.
- 7) Manage SANBAG's Disaster Recovery Server at a Level Three Off-Site Colocation facility.
- 8) Manage any computer network "disaster" occurrences.
- 9) Advise and manage the use of any third party software.
- 10) Coordinate with other SANBAG partners and vendors for integration of proprietary software into the SANBAG Computer Network.
- 11) Advise and manage the SANBAG SharePoint collection of sites. Provide guidance and design for new SharePoint Sites.
- 12) Advise and manage the implementation of new servers and business applications.
- 13) Visit the SANBAG Office (onsite) a minimum of four management visits (meet with management to discuss ongoing/new projects) and four technical staff visits (review equipment setup and implement new equipment/software) per year.



- 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: August 1, 2012

Subject: Award On-Call Labor Compliance Service Contracts

- Recommendation:***
1. Award Contract C12233 to GCAP Services, Inc., for On-Call Labor Compliance Services for a three year contract with two one-year options for an amount described in Recommendation No. 3 for the initial three year term.
 2. Award Contract C13022 to Dynamic Engineering Services, Inc., for On-Call Labor Compliance Services for a three year contract with two one-year options for an amount described in Recommendation No. 3 for the initial three year term.
 3. Approve a total not-to-exceed amount of \$300,000 for GCAP Services, Inc. (C12233), and Dynamic Engineering Services, Inc. (C13022).

Background: The San Bernardino Associated Governments, San Bernardino County Transportation Authority, the San Bernardino Freeway Service Patrol, and San Bernardino County Transportation Commission (SANBAG) receive funding from federal, state, and local funds for various public works construction projects. As a condition of receiving this funding, SANBAG is required to follow federal and state statutes, which impose on SANBAG a wide range of prevailing wage and labor compliance responsibilities. To manage the labor compliance activities, SANBAG contracts with construction management firms to collect and review the certified payrolls. Due to recent changes to the labor compliance requirements,

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE	X	CMA	
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Check all that apply.
 BRD1208b-kmp
 C12233, C13022

including the passing of Assembly Bill 436, effective January 1, 2012, the California Division of Labor Standards and Enforcement is required to enforce labor compliance on projects, which are funded with proposition monies under their Compliance Monitoring Unit (CMU). As a result, SANBAG reviewed its existing practices and determined that additional labor compliance services are required.

On May 3, 2012, the SANBAG Board of Directors approved the release of a Request For Proposals (RFP) 12233 for On-Call Labor Compliance Services. The RFP was posted on SANBAG's website and RFP notifications were sent to approximately 15 vendors who specialize in these services. A Pre-Proposal Meeting was conducted on May 17, 2012, and six firms were in attendance. Three Addendums were issued to respond to proposers written questions and to make minor administrative changes to the RFP. On May 30th, seven proposals were received by the date and time specified in the RFP. One proposal, received after the date and time specified in the RFP, was deemed non-responsive and returned unopened. A responsive review was conducted for the seven proposals received on time. All seven proposals were found to be responsive to the RFP.

An Evaluation Committee was established to review the proposals. The Evaluation Committee consisted of three SANBAG staff representing the various departments most affected by prevailing wage requirements. The proposals were evaluated based on the evaluation criteria stated in the RFP, which were: qualifications of the firm; related experience and client references; the qualifications and experience of the staffing proposed; work plan; and price. Three firms demonstrated significant experience in providing labor compliance services to the public sector, including experience managing Caltrans Labor Compliance requirements. The staff proposed all had extensive labor compliance experience, positive references, and fair and reasonable pricing. The Evaluation Committee agreed to interview the following four firms (listed in alphabetical order):

DYNAMIC ENGINEERING SERVICES, INC.

GCAP SERVICES, INC.

LABOR COMPLIANCE PROVIDERS, INC.

PADILLA AND ASSOCIATES, INC.

On June 18, 2012, the Evaluation Committee conducted oral interviews with the four firms. The interviews were one hour long and consisted of an opening presentation followed by 45 minutes of questions and answers. Each firm responded well to the questions and presented an overall understanding of the

labor compliance process. The firms Dynamic Engineering Services, Inc., and GCAP Services, Inc., clearly understood SANBAG's needs. Both firms had extensive experience managing Caltrans projects, and had a depth of understanding of labor compliance, prevailing wages, and the CMU requirements. Each of the firms responded very well to the questions posed, with each key person providing detailed responses. Based on the combination of technical strength and responses to the questions asked during the interview, and positive references, the Evaluation Committee selected Dynamic Engineering Services, Inc., and GCAP Services Inc., to provide On-Call Labor Compliance Services. The two contracts will have an initial term of three years with two one-year options and a not-to-exceed budget of \$300,000, which will be shared by both firms for the three-year term.

Financial Impact: This item is consistent with SANBAG's Fiscal Year 2012/13 budget. Labor Compliance activities under these On-Call contracts are budgeted under the project tasks.

Reviewed By: This item was reviewed by the Administrative Committee on July 18, 2012, and recommended for approval (7-1-0; Opposed: Graham). SANBAG General Counsel and Contract Administrator have approved this item and Contracts as to form.

Responsible Staff: Kathleen Murphy-Perez, Contracts Manager

GCAP SERVICES – CONTRACT C12233

“SCOPE OF SERVICES”

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 - 5. Billing Review
 - 6. Certified Payroll Reviews and/or Owner Operator Listings
 - 7. Labor Requirements Enforcement
- D. DELIVERABLES
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- F. MATERIALS TO BE FURNISHED BY AUTHORITY
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- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
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A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (AUTHORITY) receives Federal, State and Local funds for the construction of various Public Works projects. As a condition of receiving this funding, AUTHORITY is required to follow Federal and State statutes and guidelines, which impose upon AUTHORITY a wide range of prevailing wage labor compliance responsibilities. The prevailing wage requirements are identified in the Public Works contracts issued by AUTHORITY and by Federal (if applicable) and State labor codes. A prime consultant and contractor and any tier subcontractor, by entering into or performing work under AUTHORITY Public Works projects, agree to comply with all provisions of Federal (if applicable) and State labor codes applicable to Public Works projects.

AUTHORITY will utilize CONSULTANT services on an "On-Call" basis to act as AUTHORITY's Labor Compliance Officer (LCO) and provide labor compliance oversight and technical support associated with various types (construction and pre-construction activities) of public works projects. The LCO will demonstrate detailed knowledge of Caltrans and California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU), the United States Department of Labor Regulations and Guidelines, requirements and equal employment opportunity compliance monitoring as well as knowledge of the Davis Bacon Act, the Copeland "Anti-Kickback" Act, the Contract Work Hour and Safety Standards Act.

AUTHORITY's LCO is to coordinate, audit, train, advise and oversee agency wide labor compliance and equal employment opportunity (EEO) compliance for all projects overseen by AUTHORITY, that includes requirements of the United State Department of Labor (DOL) and the California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU). The LCO will also provide labor compliance review and monitoring of consultant services (Pre-Construction activities) covered by prevailing wage requirements.

Federal and State oversight agencies provide intermittent audits/reviews of AUTHORITY's labor compliance monitoring activities to assess AUTHORITY's compliance with these requirements. It's AUTHORITY's responsibility to ensure these requirements are being met by the consultants and prime contractors and any tier subcontractor, and to take appropriate corrective action when these requirements have not been met. The AUTHORITY's LCO will take the lead in coordinating and addressing any State or Federal compliance review and monitoring.

CONSULTANT shall provide qualified personnel to perform a wide variety of labor compliance services, EEO and contract administration duties as outlined in this Scope of Services for the Project.

AUTHORITY designates a Project Manager to coordinate all construction and construction related activities. The CONSULTANT shall receive direction from AUTHORITY through the Project Manager, or designee. The AUTHORITY's Project

Manager will be the main contact and primary source of information between AUTHORITY, CONSULTANT, cities, outside agencies, supporting consultants and the public.

B. PERFORMANCE REQUIREMENTS

Labor Compliance Officer: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with AUTHORITY. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager shall also serve as the Labor Compliance Officer (LCO). The LCO shall be assigned to direct and coordinate activities under this contract. Staff may be assigned to each specific project responsibilities as needed.

Labor Compliance Monitoring Staff: The number of CONSULTANT personnel assigned to the contract will vary throughout the duration of the Contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the AUTHORITY's various construction activities and schedules.

CONSULTANT shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with AUTHORITY, State, and City officials during the course of the contract. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the CONSULTANT.

Many of the Public Works projects undertaken by AUTHORITY are funded by United States Department of Transportation including, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Depending on the funding source, AUTHORITY relies upon the guidance and protocol established by the Federal government and State of California and Caltrans for monitoring prevailing wage labor compliance, as specified in the following documents:

1. All applicable Federal requirements, including, but not limited to U.S. Department of Labor guidelines Sections 5333(b) Federal Transit Law; U.S. Department of Labor regulations; 29 CFR Part 5, Davis Bacon Act, 40 USC 276 a-276a(7) and the Contract Work Hour and Safety Standards Act, 40 USC 327 – 332; and Fair Labor Standards Act, as amended, 29 USC 206-207.
2. All applicable California Department of Transportation, Caltrans manuals, including, but not limited to, Labor Compliance Manual, Construction Manual and Local Assistance Procedures Manual.
3. All applicable State of California requirement, including, but not limited to the Department of Labor.

While these documents are very thorough in prescribing the protocol to be implemented in monitoring labor compliance, it is often difficult to discern how the defined responsibilities translate to AUTHORITY and AUTHORITY Labor Compliance

Consultants. It is the responsibility of the CONSULTANT to ensure that AUTHORITY is compliant with and adheres to all necessary State and Federal requirements.

C. DUTIES AND RESPONSIBILITIES

1. Project Administration:

The following roles and responsibilities are prescribed for AUTHORITY Public Works construction projects:

- a. **Resident Engineer:** The Resident Engineer (RE) is part of the AUTHORITY Construction Management team and is responsible for the enforcement of the labor contract provisions at the project level. The Resident Engineer may have additional staff and/or consultants to assist in this task.
- b. **AUTHORITY Project Manager-** For Architectural & Engineering contracts, certain labor categories requires the payment of prevailing wages. Consultant is to review and monitor these contracts for labor compliance activities and proper payment of prevailing wages.
- c. **AUTHORITY Labor Compliance Officer:** AUTHORITY Labor Compliance Officer is responsible for providing quality assurance on all labor compliance activities undertaken by AUTHORITY and its consultants and coordinating with the CMU.

This role includes the following duties participation in the Pre-Proposal/Pre-Bid Meeting, Preconstruction Conference, Document Tracking, Field Activity review, Certified Billing Review, Contractor Certified Payroll Reviews and/or Owner Operator Listings, Labor Requirements Enforcement and other related activities.

Other duties include the periodic review of project specific labor compliance monitoring activities performed by AUTHORITY and/or construction management labor compliance consultants and preparation of an internal report documenting the review findings. The report findings are to be used by AUTHORITY as an instrument to continually improve labor compliance practices on AUTHORITY Public Works projects. LCO duties include, but are not limited to document reviews, field activity support, billing reviews, certified payroll review, investigations of labor complaints, enforcement of labor compliance requirements, training, and supporting AUTHORITY during administrative hearings.

- d. **The Compliance Monitoring Unit or "CMU":** Is a new component within the California Division of Labor Standards Enforcement (DLSE) that was created to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. The CMU began operations on January 1, 2012, following the recent

adoption of AB 436 and approval of revisions to program regulations. By actively monitoring compliance on an ongoing basis while work is being performed, the CMU will play a special role in ensuring that public works construction workers are promptly paid the proper prevailing wage rates and in helping maintain a level playing field for contractors who comply with the law. The CONSULTANT shall assist the AUTHORITY in managing and implementing this new requirement on all Prevailing Wage projects.

2. Pre-Proposal/ Pre Bid Conference:

As requested by AUTHORITY, CONSULTANT may need to attend the Pre-Proposal/Pre-Bid meeting to discuss Labor Compliance requirements with attendees. During the procurement process, CONSULTANT may be asked to draft responses to written questions submitted by proposers or bidders related to Prevailing Wage requirements.

3. Preconstruction Conference:

AUTHORITY, the RE and the LCO shall participate in the project preconstruction conference to disseminate prevailing wage requirements to the project's prime contractor and its subcontractor team.

The content of the prevailing wage presentation shall be coordinated with AUTHORITY and the RE prior to the preconstruction meeting, and shall cover the topics presented in the Caltrans Labor Compliance Manual (CLCM) Chapter 4 and as required by the CMU.

The preconstruction package should be provided to the general contractor and subcontractors' staff responsible for labor compliance that includes, but is not limited to the following items:

- Checklist
- Posters
- State and Federal wage determinations
- Labor Compliance Address labels and email addresses
- Forms

Items to cover during the presentation include the following:

- Explain correct payroll procedures
- Describe any recent labor law changes
- Obtain contractor's signature on preconstruction checklist
- Explain the CMU process and registration

4. Document Tracking:

AUTHORITY is responsible for monitoring the submittal of all required labor compliance documents submitted by the prime contractor and any tier subcontractor. The

LCO in coordination with AUTHORITY shall monitor and audit this documentation on periodic basis. The following items provide the mechanism by which AUTHORITY, LCO are to monitor compliance with the document tracking requirements of AUTHORITY Public Works Projects:

A. Maintain project labor compliance files in accordance with the filing system prescribed in the Caltrans Labor Compliance Manual (CLCM), (CLCM § 1-204). These files are to be maintained for three years from final payment.

B. Assess Resident Engineer's Daily Reports and Resident Engineer's Weekly Status Reports (CLCM § 1-207). The Resident Engineer's Daily Reports provide a daily account of the activity on a project. From the Daily Reports, the Resident Engineer shall review and determine the contractors performing on the project for each day. Special attention shall be paid to the identification of lower tier subcontractors on the Daily Reports. These reports shall also provide information on the number and classification of workers performing daily on the project. The RE's Daily Reports shall be reviewed and assessed to ensure this information is appropriately captured by the RE. Weekly status reports provide a list of contractors and owner operators working on the project during the reporting week.

C. Labor Compliance Document Tracking System (CLCM § 1-208): AUTHORITY and the RE are required to implement the use of a document tracking system to track the submittal of all required labor compliance forms/documents from each contractor performing on the project. The document tracking system may be in hardcopy or softcopy format, or a computer-based database may be used. Forms to be tracked include, but are not limited the following:

- a. Payroll Report
- b. Statement of Compliance
- c. Fringe Benefit Statement
- d. Owner Operator Listing (OOL)
- e. OOL Statement of Compliance
- f. Training Fund Contribution Report (CAC 2)
- g. Agreement to Train Apprentices (DAS Form 7)
- h. Apprentices on Public Works (DAS Form 10)
- i. Application of Certificate of Exemption (DAS Form 11)
- j. Public Works Contract Award Information (DAS Form 140)
- k. Federal-Aid Highway Construction Contractors EEO Report (FHWA Form 1391)
- l. PWC-100 Form
- m. Summary of 1391 (FHWA Form 1392)
- n. DBE Substitution Report
- o. DBE Utilization Final Report
- p. DVBE Utilization Final Report

The prime contractor must furnish weekly certified payrolls to AUTHORITY or to the CMU, depending, (including certified payrolls for each project subcontractor), who in turn will provide these documents to AUTHORITY or AUTHORITY's Labor Compliance Consultant. The due dates for these documents are specified in the contract documents. The RE shall process document intake in accordance with CLCM § 1-209A.

D. Missing Document Request Process: Resident Engineer shall request, any missing/delinquent labor compliance documents either by the prime or any tier subcontractor by oral or written request to the prime contractor; per the requirements identified in the Public Works contract document. The LCO shall work with the project Resident Engineer to enforce the contract requirements in the event of untimely or inadequate responses. CLCM § 1-301 Deductions and Withholds provide guidance on how to use withholding of funds to enforce the submittal of required labor compliance documents.

E. Process 3rd party requests for Certified Payroll information, in accordance with the guidance provided at CLCM §§ 1-401 through 403.

5. Field Activity:

Key information for the prime and subcontractor performance in meeting prevailing wage requirements is attained from the field by the RE or the CMU either through passive monitoring such as receiving an employee complaint, or through active monitoring, such as through the performance of site visits to verify posting requirements or to perform employee interviews. The following activities are to be undertaken by Resident Engineer/CMU with oversight by the LCO.

A. Process Employee Complaints: AUTHORITY shall document all labor compliance related complaints received. All complaints are to be taken seriously, and must be investigated with findings documented in the labor compliance files for the project, consistent with the procedures specified in CLCM §§ 1-601 through 603. Any investigation resulting in the determination of non-compliance by the prime or any tier subcontractor must be dealt with through enforcement actions defined in the contract documents.

B. Verify Prime Contractor Job Site Postings: The prime contractor is required to post various labor compliance posters and documents at the job site. LCO must verify these postings at the start of the project and reverify the postings through the life of the project. The required postings will be identified at the beginning of the project.

C. Assess Accuracy of Resident Engineer Daily Reports: It is anticipated that the Resident Engineer's Daily Logs will provide an accurate account of the contractors performing on the job site as well as the number and classification of workers performing on the job site. As an added level of assurance, AUTHORITY and the LCO shall, during any site visit, compare their findings with the information contained in the Resident

Engineer's Daily Logs. Any discrepancies shall be addressed with the Resident Engineer, leading to improved record keeping by both parties in the future.

D. Worker and Owner Operator Interviews: AUTHORITY and LCO shall perform employee interviews at a quantity, frequency and manner consistent with that prescribed in the CLCM §§ 1-501 through 502. Worker interviews shall account for at least 10% of all work-hours performed on the project.

6. Billing Review:

As part of LCO responsibility, the assessment of prime contractor change order invoicing against information submitted in certified payroll reports are to be performed, following the procedures identified in CLCM § 2-108.

AUTHORITY and LCO* shall review change order invoicing that uses man hour counts as its basis for billing against certified payroll reports for the period covered in the invoice to assess accuracy of the invoicing.

** The Resident Engineer may perform this task if responsible for reviewing invoicing documentation.*

7. Certified Payroll Reviews

Certified payroll reviews are to be performed to identify errors in the payment of prevailing wages to workers employed on the project, as reported on certified payroll, and to identify the accuracy of information reported by comparing information gained from other sources and from the field. The certified payroll review activities to be performed on a monthly basis (complete weeks will be reviewed) by AUTHORITY and its Labor Compliance Consultant include:

A. From field reviews and inspection of Resident Engineer Daily Reports, identify the complete list of contractors (prime and any tier subcontractors) performing on the project during the audit month.

B. For any contractor new to the project identified above, audit all certified payroll and related information for a complete one month period. An audit of each worker for this period will help identify and resolve human error issues in the reporting of prevailing wage payments on the project. For other contractors, those that have previously performed on the project, perform spot audits at a rate of at least 10% of the work-hours for the monthly period. Complete procedures for performing certified payroll audits are provided in the CLCM §§ 2-101 through 107. These procedures include the following items:

- Check total workforce and their classifications against Resident Engineer Daily Reports

- Check hours against Resident Engineer Diaries and Employee interviews for that period, if any.
- Check prevailing wage rates based on worker classifications.
- Assess applicability and appropriateness of overtime pay, including weekends and holidays.
- Check the ratio of apprentices on project and their pay scale. (see CLCM §§ 2-301 through 305 for procedures).
- Validate other aspects of Certified Payroll data including deductions against supporting information submitted for all certified payrolls including
 - Assess all payroll deductions against supporting documentation
 - Assess applicability and appropriateness of travel and subsistence pay
 - Review appropriate paperwork for all apprentices on project.
- Check appropriateness of payments to owner operators on project as reported in owner operator listings.

In the event inadequate certified payroll and related documentation has been identified through the audit process above, AUTHORITY and its LCO shall work with the Resident Engineer to resolve the inadequate certified payroll matter consistent with the enforcement requirements identified in the project contract.

8. Labor Requirement Enforcement

AUTHORITY and the LCO shall work with the project Resident Engineer to enforce the prevailing wage labor compliance requirements of the project. The activities to be performed by LCO include:

- A. Prepare report on potential prevailing wage violation(s) identified through monitoring activity.
- B. Working with the Resident Engineer, prepare written notification to prime contractor of potential prevailing wage violations and a provide list of remedies with timeframes for prime contractor to respond. Sanctions for the potential prevailing wage violations shall also be identified in the notification, consistent with the sanctions prescribed in the project contract.
- C. Provide on-going support to Resident Engineer in resolving the potential prevailing wage violations.

D. DELIVERABLES

- 1. Quarterly Audits of construction management labor compliance services on all projects in format approved by AUTHORITY.
- 2. Monthly review of all consultant certified payroll review and fringe benefit statements for all employees, who are subject to the State and/or Federal prevailing wage rates.

3. Monthly Status Report of all pending issues and the status of said issues.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

CONSULTANT shall provide all necessary office space, equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely.

F. MATERIALS TO BE FURNISHED BY AUTHORITY

None

G. STANDARDS

1. Federal and State of California requirements.
2. Caltrans standards.

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Assume any of the responsibilities of the Consultants, Contractors, Contractors' Superintendent, or subcontractors.
2. Communicate directly with consultants, contractors, subcontractors or material suppliers without the prior consent of the Contractor.
3. Offer or receive incentives, inducements, or other forms of enumeration to or from the consultant, contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific duties. AUTHORITY, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Labor Compliance duties. CONSULTANT shall take direction only from AUTHORITY and shall regularly inform only AUTHORITY of progress, outstanding issues, and all labor compliance and EEO related matters.

During the course of the Project, CONSULTANT may find occasion to meet with State CMU, Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the various projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or

elements of the Project.

While AUTHORITY enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from AUTHORITY. All oral and written communication with outside agencies or consultants related to the contract shall be directed only to AUTHORITY. Distribution of contract or labor compliance review related communication and information should be at the sole discretion of AUTHORITY representatives.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager
 - a. A minimum of six (6) years' experience on similar LCO role is desired.
 - b. Accessible to AUTHORITY at all times during regular business hours.
 - c. The LCO will demonstrate detailed knowledge of Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU) requirements and equal employment opportunity compliance monitoring
 - d. A thorough understanding of Caltrans Labor compliance practices and procedures.
 - e. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to AUTHORITY.

DYNAMIC ENGINEERING SERVICES, INC. – CONTRACT C13022

“SCOPE OF SERVICES”

INDEX

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A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (AUTHORITY) receives Federal, State and Local funds for the construction of various Public Works projects. As a condition of receiving this funding, AUTHORITY is required to follow Federal and State statutes and guidelines, which impose upon AUTHORITY a wide range of prevailing wage labor compliance responsibilities. The prevailing wage requirements are identified in the Public Works contracts issued by AUTHORITY and by Federal (if applicable) and State labor codes. A prime consultant and contractor and any tier subcontractor, by entering into or performing work under AUTHORITY Public Works projects, agree to comply with all provisions of Federal (if applicable) and State labor codes applicable to Public Works projects.

AUTHORITY will utilize CONSULTANT services on an "On-Call" basis to act as AUTHORITY's Labor Compliance Officer (LCO) and provide labor compliance oversight and technical support associated with various types (construction and pre-construction activities) of public works projects. The LCO will demonstrate detailed knowledge of Caltrans and California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU), the United States Department of Labor Regulations and Guidelines, requirements and equal employment opportunity compliance monitoring as well as knowledge of the Davis Bacon Act, the Copeland "Anti-Kickback" Act, the Contract Work Hour and Safety Standards Act.

AUTHORITY's LCO is to coordinate, audit, train, advise and oversee agency wide labor compliance and equal employment opportunity (EEO) compliance for all projects overseen by AUTHORITY, that includes requirements of the United State Department of Labor (DOL) and the California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU). The LCO will also provide labor compliance review and monitoring of consultant services (Pre-Construction activities) covered by prevailing wage requirements.

Federal and State oversight agencies provide intermittent audits/reviews of AUTHORITY's labor compliance monitoring activities to assess AUTHORITY's compliance with these requirements. It's AUTHORITY's responsibility to ensure these requirements are being met by the consultants and prime contractors and any tier subcontractor, and to take appropriate corrective action when these requirements have not been met. The AUTHORITY's LCO will take the lead in coordinating and addressing any State or Federal compliance review and monitoring.

CONSULTANT shall provide qualified personnel to perform a wide variety of labor compliance services, EEO and contract administration duties as outlined in this Scope of Services for the Project.

AUTHORITY designates a Project Manager to coordinate all construction and construction related activities. The CONSULTANT shall receive direction from AUTHORITY through the Project Manager, or designee. The AUTHORITY's Project

Manager will be the main contact and primary source of information between AUTHORITY, CONSULTANT, cities, outside agencies, supporting consultants and the public.

B. PERFORMANCE REQUIREMENTS

Labor Compliance Officer: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with AUTHORITY. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager shall also serve as the Labor Compliance Officer (LCO). The LCO shall be assigned to direct and coordinate activities under this contract. Staff may be assigned to each specific project responsibilities as needed.

Labor Compliance Monitoring Staff: The number of CONSULTANT personnel assigned to the contract will vary throughout the duration of the Contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the AUTHORITY's various construction activities and schedules.

CONSULTANT shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with AUTHORITY, State, and City officials during the course of the contract. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the CONSULTANT.

Many of the Public Works projects undertaken by AUTHORITY are funded by United States Department of Transportation including, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Depending on the funding source, AUTHORITY relies upon the guidance and protocol established by the Federal government and State of California and Caltrans for monitoring prevailing wage labor compliance, as specified in the following documents:

1. All applicable Federal requirements, including, but not limited to U.S. Department of Labor guidelines Sections 5333(b) Federal Transit Law; U.S. Department of Labor regulations; 29 CFR Part 5, Davis Bacon Act, 40 USC 276 a-276a(7) and the Contract Work Hour and Safety Standards Act, 40 USC 327 – 332; and Fair Labor Standards Act, as amended, 29 USC 206-207.
2. All applicable California Department of Transportation, Caltrans manuals, including, but not limited to, Labor Compliance Manual, Construction Manual and Local Assistance Procedures Manual.
3. All applicable State of California requirement, including, but not limited to the Department of Labor.

While these documents are very thorough in prescribing the protocol to be implemented in monitoring labor compliance, it is often difficult to discern how the defined responsibilities translate to AUTHORITY and AUTHORITY Labor Compliance

Consultants. It is the responsibility of the CONSULTANT to ensure that AUTHORITY is compliant with and adheres to all necessary State and Federal requirements.

C. DUTIES AND RESPONSIBILITIES

1. Project Administration:

The following roles and responsibilities are prescribed for AUTHORITY Public Works construction projects:

- a. **Resident Engineer:** The Resident Engineer (RE) is part of the AUTHORITY Construction Management team and is responsible for the enforcement of the labor contract provisions at the project level. The Resident Engineer may have additional staff and/or consultants to assist in this task.
- b. **AUTHORITY Project Manager-** For Architectural & Engineering contracts, certain labor categories requires the payment of prevailing wages. Consultant is to review and monitor these contracts for labor compliance activities and proper payment of prevailing wages.
- c. **AUTHORITY Labor Compliance Officer:** AUTHORITY Labor Compliance Officer is responsible for providing quality assurance on all labor compliance activities undertaken by AUTHORITY and its consultants and coordinating with the CMU.

This role includes the following duties participation in the Pre-Proposal/Pre-Bid Meeting, Preconstruction Conference, Document Tracking, Field Activity review, Certified Billing Review, Contractor Certified Payroll Reviews and/or Owner Operator Listings, Labor Requirements Enforcement and other related activities.

Other duties include the periodic review of project specific labor compliance monitoring activities performed by AUTHORITY and/or construction management labor compliance consultants and preparation of an internal report documenting the review findings. The report findings are to be used by AUTHORITY as an instrument to continually improve labor compliance practices on AUTHORITY Public Works projects. LCO duties include, but are not limited to document reviews, field activity support, billing reviews, certified payroll review, investigations of labor complaints, enforcement of labor compliance requirements, training, and supporting AUTHORITY during administrative hearings.

- d. **The Compliance Monitoring Unit or "CMU":** Is a new component within the California Division of Labor Standards Enforcement (DLSE) that was created to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. The CMU began operations on January 1, 2012, following the recent

adoption of AB 436 and approval of revisions to program regulations. By actively monitoring compliance on an ongoing basis while work is being performed, the CMU will play a special role in ensuring that public works construction workers are promptly paid the proper prevailing wage rates and in helping maintain a level playing field for contractors who comply with the law. The CONSULTANT shall assist the AUTHORITY in managing and implementing this new requirement on all Prevailing Wage projects.

2. Pre-Proposal/ Pre Bid Conference:

As requested by AUTHORITY, CONSULTANT may need to attend the Pre-Proposal/Pre-Bid meeting to discuss Labor Compliance requirements with attendees. During the procurement process, CONSULTANT may be asked to draft responses to written questions submitted by proposers or bidders related to Prevailing Wage requirements.

3. Preconstruction Conference:

AUTHORITY, the RE and the LCO shall participate in the project preconstruction conference to disseminate prevailing wage requirements to the project's prime contractor and its subcontractor team.

The content of the prevailing wage presentation shall be coordinated with AUTHORITY and the RE prior to the preconstruction meeting, and shall cover the topics presented in the Caltrans Labor Compliance Manual (CLCM) Chapter 4 and as required by the CMU.

The preconstruction package should be provided to the general contractor and subcontractors' staff responsible for labor compliance that includes, but is not limited to the following items:

- Checklist
- Posters
- State and Federal wage determinations
- Labor Compliance Address labels and email addresses
- Forms

Items to cover during the presentation include the following:

- Explain correct payroll procedures
- Describe any recent labor law changes
- Obtain contractor's signature on preconstruction checklist
- Explain the CMU process and registration

4. Document Tracking:

AUTHORITY is responsible for monitoring the submittal of all required labor compliance documents submitted by the prime contractor and any tier subcontractor. The

LCO in coordination with AUTHORITY shall monitor and audit this documentation on periodic basis. The following items provide the mechanism by which AUTHORITY, LCO are to monitor compliance with the document tracking requirements of AUTHORITY Public Works Projects:

A. Maintain project labor compliance files in accordance with the filing system prescribed in the Caltrans Labor Compliance Manual (CLCM), (CLCM § 1-204). These files are to be maintained for three years from final payment.

B. Assess Resident Engineer's Daily Reports and Resident Engineer's Weekly Status Reports (CLCM § 1-207). The Resident Engineer's Daily Reports provide a daily account of the activity on a project. From the Daily Reports, the Resident Engineer shall review and determine the contractors performing on the project for each day. Special attention shall be paid to the identification of lower tier subcontractors on the Daily Reports. These reports shall also provide information on the number and classification of workers performing daily on the project. The RE's Daily Reports shall be reviewed and assessed to ensure this information is appropriately captured by the RE. Weekly status reports provide a list of contractors and owner operators working on the project during the reporting week.

C. Labor Compliance Document Tracking System (CLCM § 1-208): AUTHORITY and the RE are required to implement the use of a document tracking system to track the submittal of all required labor compliance forms/documents from each contractor performing on the project. The document tracking system may be in hardcopy or softcopy format, or a computer-based database may be used. Forms to be tracked include, but are not limited the following:

- a. Payroll Report
- b. Statement of Compliance
- c. Fringe Benefit Statement
- d. Owner Operator Listing (OOL)
- e. OOL Statement of Compliance
- f. Training Fund Contribution Report (CAC 2)
- g. Agreement to Train Apprentices (DAS Form 7)
- h. Apprentices on Public Works (DAS Form 10)
- i. Application of Certificate of Exemption (DAS Form 11)
- j. Public Works Contract Award Information (DAS Form 140)
- k. Federal-Aid Highway Construction Contractors EEO Report (FHWA Form 1391)
- l. PWC-100 Form
- m. Summary of 1391 (FHWA Form 1392)
- n. DBE Substitution Report
- o. DBE Utilization Final Report
- p. DVBE Utilization Final Report

The prime contractor must furnish weekly certified payrolls to AUTHORITY or to the CMU, depending, (including certified payrolls for each project subcontractor), who in turn will provide these documents to AUTHORITY or AUTHORITY's Labor Compliance Consultant. The due dates for these documents are specified in the contract documents. The RE shall process document intake in accordance with CLCM § 1-209A.

D. Missing Document Request Process: Resident Engineer shall request, any missing/delinquent labor compliance documents either by the prime or any tier subcontractor by oral or written request to the prime contractor; per the requirements identified in the Public Works contract document. The LCO shall work with the project Resident Engineer to enforce the contract requirements in the event of untimely or inadequate responses. CLCM § 1-301 Deductions and Withholds provide guidance on how to use withholding of funds to enforce the submittal of required labor compliance documents.

E. Process 3rd party requests for Certified Payroll information, in accordance with the guidance provided at CLCM §§ 1-401 through 403.

5. Field Activity:

Key information for the prime and subcontractor performance in meeting prevailing wage requirements is attained from the field by the RE or the CMU either through passive monitoring such as receiving an employee complaint, or through active monitoring, such as through the performance of site visits to verify posting requirements or to perform employee interviews. The following activities are to be undertaken by Resident Engineer/CMU with oversight by the LCO.

A. Process Employee Complaints: AUTHORITY shall document all labor compliance related complaints received. All complaints are to be taken seriously, and must be investigated with findings documented in the labor compliance files for the project, consistent with the procedures specified in CLCM §§ 1-601 through 603. Any investigation resulting in the determination of non-compliance by the prime or any tier subcontractor must be dealt with through enforcement actions defined in the contract documents.

B. Verify Prime Contractor Job Site Postings: The prime contractor is required to post various labor compliance posters and documents at the job site. LCO must verify these postings at the start of the project and reverify the postings through the life of the project. The required postings will be identified at the beginning of the project.

C. Assess Accuracy of Resident Engineer Daily Reports: It is anticipated that the Resident Engineer's Daily Logs will provide an accurate account of the contractors performing on the job site as well as the number and classification of workers performing on the job site. As an added level of assurance, AUTHORITY and the LCO shall, during any site visit, compare their findings with the information contained in the Resident

Engineer's Daily Logs. Any discrepancies shall be addressed with the Resident Engineer, leading to improved record keeping by both parties in the future.

D. Worker and Owner Operator Interviews: AUTHORITY and LCO shall perform employee interviews at a quantity, frequency and manner consistent with that prescribed in the CLCM §§ 1-501 through 502. Worker interviews shall account for at least 10% of all work-hours performed on the project.

6. Billing Review:

As part of LCO responsibility, the assessment of prime contractor change order invoicing against information submitted in certified payroll reports are to be performed, following the procedures identified in CLCM § 2-108.

AUTHORITY and LCO* shall review change order invoicing that uses man hour counts as its basis for billing against certified payroll reports for the period covered in the invoice to assess accuracy of the invoicing.

**** The Resident Engineer may perform this task if responsible for reviewing invoicing documentation.***

7. Certified Payroll Reviews

Certified payroll reviews are to be performed to identify errors in the payment of prevailing wages to workers employed on the project, as reported on certified payroll, and to identify the accuracy of information reported by comparing information gained from other sources and from the field. The certified payroll review activities to be performed on a monthly basis (complete weeks will be reviewed) by AUTHORITY and its Labor Compliance Consultant include:

A. From field reviews and inspection of Resident Engineer Daily Reports, identify the complete list of contractors (prime and any tier subcontractors) performing on the project during the audit month.

B. For any contractor new to the project identified above, audit all certified payroll and related information for a complete one month period. An audit of each worker for this period will help identify and resolve human error issues in the reporting of prevailing wage payments on the project. For other contractors, those that have previously performed on the project, perform spot audits at a rate of at least 10% of the work-hours for the monthly period. Complete procedures for performing certified payroll audits are provided in the CLCM §§ 2-101 through 107. These procedures include the following items:

- Check total workforce and their classifications against Resident Engineer Daily Reports

- Check hours against Resident Engineer Diaries and Employee interviews for that period, if any.
- Check prevailing wage rates based on worker classifications.
- Assess applicability and appropriateness of overtime pay, including weekends and holidays.
- Check the ratio of apprentices on project and their pay scale. (see CLCM §§ 2-301 through 305 for procedures).
- Validate other aspects of Certified Payroll data including deductions against supporting information submitted for all certified payrolls including
- Assess all payroll deductions against supporting documentation
- Assess applicability and appropriateness of travel and subsistence pay
- Review appropriate paperwork for all apprentices on project.
- Check appropriateness of payments to owner operators on project as reported in owner operator listings.

In the event inadequate certified payroll and related documentation has been identified through the audit process above, AUTHORITY and its LCO shall work with the Resident Engineer to resolve the inadequate certified payroll matter consistent with the enforcement requirements identified in the project contract.

8. Labor Requirement Enforcement

AUTHORITY and the LCO shall work with the project Resident Engineer to enforce the prevailing wage labor compliance requirements of the project. The activities to be performed by LCO include:

A. Prepare report on potential prevailing wage violation(s) identified through monitoring activity.

B. Working with the Resident Engineer, prepare written notification to prime contractor of potential prevailing wage violations and a provide list of remedies with timeframes for prime contractor to respond. Sanctions for the potential prevailing wage violations shall also be identified in the notification, consistent with the sanctions prescribed in the project contract.

C. Provide on-going support to Resident Engineer in resolving the potential prevailing wage violations.

D. DELIVERABLES

1. Quarterly Audits of construction management labor compliance services on all projects in format approved by AUTHORITY.
2. Monthly review of all consultant certified payroll review and fringe benefit statements for all employees, who are subject to the State and/or Federal prevailing wage rates.

3. Monthly Status Report of all pending issues and the status of said issues.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

CONSULTANT shall provide all necessary office space, equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely.

F. MATERIALS TO BE FURNISHED BY AUTHORITY

None

G. STANDARDS

1. Federal and State of California requirements.
2. Caltrans standards.

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Assume any of the responsibilities of the Consultants, Contractors, Contractors' Superintendent, or subcontractors.
2. Communicate directly with consultants, contractors, subcontractors or material suppliers without the prior consent of the Contractor.
3. Offer or receive incentives, inducements, or other forms of enumeration to or from the consultant, contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific duties. AUTHORITY, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Labor Compliance duties. CONSULTANT shall take direction only from AUTHORITY and shall regularly inform only AUTHORITY of progress, outstanding issues, and all labor compliance and EEO related matters.

During the course of the Project, CONSULTANT may find occasion to meet with State CMU, Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the various projects. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or

elements of the Project.

While AUTHORITY enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from AUTHORITY. All oral and written communication with outside agencies or consultants related to the contract shall be directed only to AUTHORITY. Distribution of contract or labor compliance review related communication and information should be at the sole discretion of AUTHORITY representatives.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager
 - a. A minimum of six (6) years' experience on similar LCO role is desired.
 - b. Accessible to AUTHORITY at all times during regular business hours.
 - c. The LCO will demonstrate detailed knowledge of Caltrans, Federal Department of Labor and State of California Division of Labor Standards Enforcement (DSLE) Compliance Monitoring Unit (CMU) requirements and equal employment opportunity compliance monitoring
 - d. A thorough understanding of Caltrans Labor compliance practices and procedures.
 - e. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to AUTHORITY.



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

Minute Action

AGENDA ITEM: 9

Date: August 1, 2012

Subject: Revise Contracting and Procurement Policy 11000 for Construction Change Orders

Recommendation:* Approve changes to existing SANBAG Contracting and Procurement Policy 11000, Section IX., Paragraph C., sub-section 2, deleting "Director of Project Delivery" and replacing it with "Department Director" and deleting "\$150,000" as the limitation of approval and other changes as identified herein.

Background: SANBAG's Board of Directors approved Policy 11000, "Contracting and Procurement Policy" ("Policy"), on January 3, 2007. The Policy as currently written authorizes the Director of Project Delivery to approve construction change orders on all SANBAG construction contracts subject to the limitations of the California Public Contract Code Section 20142.

Currently, SANBAG staff is overseeing construction contracts outside of the Project Delivery work group. An example is the Eastern Maintenance Facility construction project where the Board approved the award of the construction contract in June 2012. The Transit and Passenger Rail work group is managing this construction project. To bring the Policy in sync with current business practices, staff is proposing a modification to the existing Policy to extend the authority of approving construction change orders to SANBAG Department Directors subject to the limitations of the California Public Contract Code Section 20142.

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.
 BRD1208c-kmp

Staff is also recommending the deletion of the referenced \$150,000 as the maximum amount of a change order that staff can approve. This recommendation is based on recent changes to the California Public Contract Code ("Code"), which was amended to increase the amount from \$150,000 to \$210,000. A recommendation to reference the Code and not include a specific limitation amount in the Policy would afford flexibility and not require a revision to the Policy whenever the Code is modified.

In keeping with changes to how SANBAG manages construction contracts, Staff is recommending the following changes to Policy 11000:

"C. Public Works/Construction Contracts

1. Amendment and Change Orders to Public Works contracts shall comply with the California Public Contracts Code.
2. ~~The Director of Project Delivery~~ SANBAG Department Directors is are authorized to approve Construction Change Orders on all SANBAG Construction Contracts up to the authorized contract contingency amount and subject to the limitations imposed by Section 20142 of the Public Contract Code. Change Orders approved by ~~the Director of Project Delivery~~ SANBAG Department Directors will be presented monthly for review and ratification ~~by~~ to the ~~Major Projects~~ appropriate Board Committee. In the event that the \$150,000 limitation of Public Contract Code Section 20142 ~~must be~~ is exceeded, prior approval of the SANBAG President ~~be~~ must be obtained."

Financial Impact:

This item has no impact on the Fiscal Year 2012/2013 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff:

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: 10

Date: August 1, 2012

Subject: Revise Policy 11000, "Contracting and Procurement Policy" to reflect an increase to the maximum contract term from three years to five years

Recommendation:* Approve changes to the existing SANBAG Contracting and Procurement Policy 11000, Section V., Paragraph F., increasing the maximum contract term from three years to five years.

Background: On January 3, 1997, the SANBAG Board of Directors approved Policy 11000, "Contracting and Procurement Policy". The Policy has been revised several times since 1997, with the most recent update being approved by the Board in 2010. Recent discussion by Committee and Board members raised questions as to the number of contracts being considered for award where staff was requesting an exemption to this Policy regarding the contract term. Policy 11000 states, "The maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be three years."

In response to the Board's questions, Staff has reviewed the current policy and recommends the following modification:

Section V. STANDARD PROCEDURES, paragraph F. "The maximum term for SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be for five years."

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

In reviewing the current Policy, Staff reviewed the number of contracts requesting this exemption to the Policy and has found an increase in the number of contracts being awarded that are requesting the exemption. Most of the exemption requests are associated with construction related projects where the time period for construction exceeds three years. Staff also surveyed other public agencies and referenced the Federal Transit Administration Best Practices Procurement Manual and found that most allow for a contract term of five years or more.

Identified below is a table of those agencies surveyed and the results.

Agency	Contract Term
Orange County Transportation Authority	Policy is 5 years
Riverside County Transportation Commission	No policy in place. The term is project specific.
San Diego Association of Governments	No policy in place. Existing standard practice is 7 years.
Southern California Regional Rail Authority (Metrolink)	No policy in place. Standard practice is 5 years.
Federal Transit Administration (FTA), "Best Practices Manual" 4220.1F	"Except for procurements of rolling stock and replacement part contracts, which are limited by law to five (5) years, the recipient's other third party contracts (such as property, services, leases, construction, revenue, and so forth) are not encumbered by Federal requirements restricting the maximum periods of performance. Nevertheless, the duration of the recipient's other contracts must be reasonable."

Financial Impact: This item has no impact on the FY 2012/2013 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: 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: 11

Date: August 1, 2012

Subject: Modification to the subcontractor substitution process for Public Works construction contracts

Recommendation:* Approve subcontractor substitutions by Department Directors for Public Works construction projects, contingent upon following the prescribed process identified in the Public Contract Code Section § 4107.

Background: SANBAG procures and manages multiple Public Works construction projects in any given year. As such, SANBAG is required to follow the California Public Contract Code (“Code”) pertaining to Public Works construction projects. One specific section of the Code is Section §4100 entitled “Subletting and Subcontracting Fair Practices Act”. This section of the Code dictates the practices and process when identifying and managing subcontractors for Public Works projects. The Code was enacted as a means to reduce or eliminate general contractors from bid-shopping the subcontractors’ bids. Generally, the Code requires the subcontractors to be listed on all state and local public agency contracts and allows substitutions of the listed subcontractors under very limited circumstances. Once a subcontractor has been listed, the general contractor may not substitute another subcontractor for the same work. Section §4107 of the Code, however, provides certain exceptions, that the awarding body may consent to the substitution of a subcontractor in the following situations:

*

	<p><i>Approved</i> <i>Board of Directors</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.
 BRD1208e-kmp

awarding body may consent to the substitution of a subcontractor in the following situations:

- When the listed subcontractor fails or refuses to execute a written contract.
- When the listed subcontractor becomes bankrupt or insolvent.
- When the listed subcontractor fails or refuses to perform.
- When the listed subcontractor fails or refuses to meet the bond requirements.
- When the prime contractor demonstrates to the awarding body that the subcontractor listed was a result of a clerical error.
- When the listed subcontractor is not duly licensed.
- When the awarding body, determines that the work performed by the subcontractor is substantially unsatisfactory.
- When the awarding body determines that a listed subcontractor is not a responsible contractor.

When SANBAG receives a request for a subcontractor substitution, staff follows the prescribed notification process identified in Section §4107 and requests approval from the Board of the subcontractor substitution. This process of garnering Board approval can delay the project by a month or two. In order to eliminate the possibility for additional delays, staff is requesting that the appropriate Department Director approve subcontractor substitutions, contingent upon the prescribed process identified in the Public Contract Code Section § 4107 is followed.

Financial Impact:

This item has no impact on the SANBAG Fiscal Year 2012/2013 budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff:

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: August 1, 2012

Subject: Amendment No. 2 to Contract C10193 with GCAP Services, Inc. for Disadvantaged Business Enterprise (DBE) Annual Goal Preparation and Additional DBE Services

Recommendations:* Approve Amendment No. 2 to Contract C10193 with GCAP Services, Inc. for Disadvantaged Business Enterprise Services to exercise a one-year option of the Contract through August 31, 2013 and to increase the contract amount by \$25,000 for a total not-to-exceed amount of \$77,500.

Background: On September 1, 2010, the SANBAG Board of Directors approved Contract C10193 with GCAP Services, Inc. to provide Disadvantaged Business Enterprise (DBE) annual goal preparation and additional DBE services. The original term of the contract was one year, with three one-year options to extend the contract. The original contract amount was \$25,000 with a \$2,500 contingency amount.

On August 3, 2011, Amendment No. 1 was approved by the Board of Directors, which increased the contract by \$25,000 and extended the contract expiration date to August 31, 2012.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

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

BRD1208b-dab

C10193

During this past year, GCAP Services, Inc. has assisted us with the preparation of Underutilized Disadvantaged Businesses (UDBE) goals on the following contracts:

C12002	Architectural & Engineering On-Call Services
C10027	Right of Way On-Call Services
C12218	Ranchero Road Construction Management
C13001	Ranchero Road Construction
C13002	SR210 Landscaping, Segment 11, Construction
C12098	SR210 Landscaping, Segment 10, Construction
C11169	SR210 Landscaping, Segment 9, Construction
C11184	Hunt's Lane, Construction
C11215	Tippecanoe, Phase 1, Construction Management
C12196	Tippecanoe, Phase 1, Construction
C12036	I-10 Citrus Interchange, Construction
C12224	I-10 Cherry Interchange, Construction
C12214	I-215 Washington/Mt. Vernon Interchange, Improvement Project
C12010	I-15 LaMesa/Nisqualli Interchange, Construction
C10079-4	Redlands First Mile
C10079-3	Redlands First Mile
C12077	Architectural & Engineering San Bernardino Transit Center
C12009	SBX Project, Construction Management
C12027	Signal Synchronization, Tiers 3 & 4

GCAP has also provided SANBAG with assistance in the revision of the good faith efforts program and the preparation of the revised standardized DBE/UDBE contract language.

On June 22, 2012, Caltrans provided notice that the Federal Highway Administration (FHWA) required Caltrans to modify their program to modify the underutilized disadvantaged business enterprise categories. This in turn will require SANBAG to modify contract language, reporting forms, and revise its method of contract goal development. GCAP Services, as the SANBAG DBE consultant, is actively involved in the revisions.

In addition, we are in the process of preparing a new transit DBE/UDBE program in anticipation of receiving funds in the future directly from the Federal Transit Administration (FTA).

Staff recommends exercising the second option term to extend the term of the contract for an additional year through August 31, 2013 and to increase the Not-To-Exceed amount by \$25,000 for a total contract amount of \$77,500.

Financial Impact: This contract amendment for \$25,000 is consistent with the proposed Fiscal Year 2012/2013 budget Task No. ISF12 – Indirect. Approval of this Amendment No. 2 will bring the contract total since September 2010, to \$77,500.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on July 18, 2012. SANBAG Counsel and Contract Administrator are currently reviewing this item and Amendment.

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

CONTRACT SUMMARY SHEET

Contract No. C 10193 Amendment No. 2

By and Between

San Bernardino Associated Governments and GCAP Services, Inc.

Contract Description Disadvantaged Business Enterprise (DBE) Annual Goal Preparation and Additional DBE Services

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

Overview of BOD Action: Approve Amendment #2 to Contract No. 10193, for a second one-year extension until August 31, 2013 with GCAP Services, Inc. for DBE Services in the not-to-exceed amount of \$77,500.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	25,000	Original Contingency Amount	\$	2,500
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	50,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	25,000	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	75,000	TOTAL CONTINGENCY VALUE	\$	2,500
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 77,500

Contract Start Date September 1, 2010	Current Contract Expiration Date August 31, 2012	Revised Contract Expiration Date August 31, 2013
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Has the contract term been amended? No Yes - please explain.
Amendment No. 1 previously extended the contract until 8/31/12. Amendment No. 2 will extend the contract until 8/31/13.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0120.

A Budget Amendment is required.

How are we funding current FY? 0120

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal 0 %

Underutilized DBE (UDBE) Goal 0 %

Ellen Pollema
Task Manager (Print Name)

Ellen Pollema 7/10/12
Signature Date

Duane A. Baker
Project Manager (Print Name)

Duane A. Baker 7-11-12
Signature Date

Jeffery Hill
Contracts Manager (Print Name)

Jeffery Hill 7/18/12
Signature Date

William Stowers
Chief Financial Officer Signature (Print Name)

William Stowers 7/16/12
Signature Date

AMENDMENT NO. 2
TO
CONTRACT NO. C10193
BY AND BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
GCAP SERVICES, INC.
FOR
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
ANNUAL GOAL PREPARATION AND ADDITIONAL DBE SERVICES

THIS AMENDMENT No. 2, entered into and effective on the date executed by SANBAG ("Effective Date"), is made by and between San Bernardino Associated Governments, hereinafter called "SANBAG", and GCAP Services, Inc., hereinafter called "CONSULTANT".

RECITALS:

WHEREAS, on October 1, 2009, SANBAG and CONSULTANT entered into Contract No. C10123 for Disadvantaged Business Enterprise (DBE) Annual Goal Preparation and Additional DBE Services on the terms and conditions set forth in the Contract, and

WHEREAS, the parties desire to amend the Contract to extend the contract term for one additional year at an increase cost of \$25,000.00.

NOW, THEREFORE, the parties hereto do mutually agree to amend Contract No. C10193 as follows:

1. Amend Article 2, entitled, "Performance Schedule and Force Majeure", to delete August 31, 2012, and replace with August 31, 2013.
2. Amend Article 3, entitled "Contract Price and Cost Principles", paragraph 3.1, to delete \$52,500 as the not-to-exceed amount and replace with \$77,500 as the revised not-to-exceed amount.,
3. All other provisions of Contract No. C10193 shall remain in full force and effect.

Signatures on next page

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year written below, and this Amendment is effective as of the day and year executed by SANBAG.

GCAP SERVICES, INC.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Edward Salcedo, Jr.
President

By: _____
Janice Rutherford
SANBAG President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator



Minute Action

AGENDA ITEM: 13

Date: August 1, 2012

Subject: Contracts to Implement and Finance a Property Assessed Clean Energy (PACE) Program in San Bernardino County

Recommendation:* Approve the following contracts related to the formation and on-going operation of a PACE Program and approve an exception to SANBAG Policy to allow for the terms of these contracts to exceed three-years:

1. Contract 12141 with The PFM Group to serve as Financial Advisor and Program Manager for a PACE Program for a contract term as described by Recommendation 5.
2. Contract 12245 with Best, Best and Krieger LLP to provide legal services related to the formation and on-going operation of a PACE Program for a contract term as described by Recommendation 5.
3. Contract 12247 with David Taussig & Associates to provide Special Tax Consultant and Assessment Engineering services related to the formation and on-going operation of a PACE Program for a contract term as described by Recommendation 5.
4. Contract 12248 with Westhoff, Cone & Holmstedt to provide Placement Agent services related to the formation and on-going operation of a PACE program for a term as described by Recommendation 5; and
5. Approve four-year contract terms for Contract Nos. C12141, C12245, C12247, and C12248, which exceed the three-year contract term identified in SANBAG's Procurement Policy 11000.

*

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA
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Check all that apply.

BRD1208d-dab

Attachments: BRD1208d1-dab, C12141, C12245, C12247, C12248

Background:

On November 2, 2011, the Board of Directors directed staff to proceed with the steps necessary to create a regional energy efficiency and water conservation improvement loan program as defined by Assembly Bill (AB) 811 and AB 474 and commonly referred to as a Property Assessed Clean Energy (PACE) Program.

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

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

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

On February 1, 2012, the Board of Directors authorized the release of Request for Proposal (RFP) 12141 for services to assist in the formation and implementation of financing mechanisms for a PACE Program in San Bernardino County.

A total of three proposals were received in response to the RFP. A panel consisting of staff from SANBAG, Western Riverside Council of Governments (WRCOG), and the City of San Bernardino were assembled to review the three proposals. The proposals that were received were from the following firms:

- The PFM Group
- Ygrene Energy Fund
- Figtree Energy Resource

The three proposals were evaluated by the panel based on the following criteria:

1. Overall qualifications of the firm and their experience in performing work of a similar nature.
2. Qualifications of the proposed project staff.
3. The proposed work plan and how well it reflected SANBAG's requirements.
4. The financial capability in structuring PACE Programs and their demonstrated ability to raise capital for PACE Programs.
5. The experience of the firm in the annual administration of PACE Programs such as accepting applications, marketing, working with contractors, and completing the annual report.
6. The ability of the firm to provide good customer support to property owner applicants and contractors.

After evaluating all three proposals, the evaluation panel selected The PFM Group and Ygrene Energy Fund to interview. The evaluation panel scored each proposer on information provided in their presentation and their response to questions during the question and answer session. Each of the proposers was well prepared and clearly presented their experience and the key points of their proposal. However, the panel unanimously scored the team led by The PFM Group as the highest ranked proposer that best met the needs of SANBAG. Some of the reasons cited by the panel in recommending The PFM Group are their experience with a similar program in the Inland Empire, established relationships with contractors that would make implementation and marketing easier, a program structure that would be familiar for contractors to use in both San Bernardino and Riverside Counties, an emphasis of their role as SANBAG's financial advisors and the ethical responsibility to represent our interests, and a financial commitment of \$200 million to underwrite the program.

Based on the recommendation of the evaluation team, on June 20, 2012, SANBAG staff recommended to the Plans and Programs Committee that contracts with the PFM Group team be approved. At that meeting, concerns were raised by representatives of Ygrene Energy Fund that a conflict of interest existed with a member of the evaluation team that made the RFP process unfair and not in compliance with SANBAG's procurement policies. In response to this objection, the Plans and Programs Committee referred this matter to SANBAG's General Counsel for review and follow up with Ygrene's representative.

SANBAG's GENERAL COUNSEL REVIEW AND CONCLUSIONS

SANBAG's General Counsel reviewed the material submitted by Ygrene Energy Fund outlining their objections. Additionally, SANBAG's General Counsel discussed with Ygrene's attorney the legal issues raised by Ygrene, and requested that Ygrene's attorney provide any additional pertinent facts or law for SANBAG's General Counsel to consider before arriving at her conclusions. A copy of a letter dated July 9, 2012 from Ygrene's counsel is attached to this report (Attachment 1).

Ygrene's objections to the selection of The PFM Group, as set out in its June 20 memo to the Committee and its July 9 letter to SANBAG General Counsel, are categorized and subsequently analyzed as follows: 1) An alleged conflict of interest and bias by the WRCOG employee on SANBAG's evaluation panel; 2) Ygrene's purported competitive disadvantage due to the presence of the WRCOG employee on the panel; and 3) PFM's alleged conflict of interest due to PFM's contract with WRCOG; and 4) characterization of SANBAG's selection process as unfair and non-compliant with the RFP terms.

WRCOG Employee's Alleged Conflict of Interest

The basis of Ygrene Energy Fund's primary objection is that one of the evaluators on SANBAG's RFP evaluation panel is an employee of WRCOG. WRCOG has a contract with The PFM Group to administer the HERO program--WRCOG's version of the PACE program. The WRCOG staff member that was part of the SANBAG evaluation team is the Program Manager for WRCOG's HERO program. She receives no additional compensation outside of her normal WRCOG salary and derives no compensation from PFM.

Ygrene Energy Fund asserts the WRCOG staff member had a "potential bias" towards PFM, because WRCOG allegedly receives or will receive some financial payment or incentive from The PFM Group, and ostensibly SANBAG's selection of PFM was in the best interest of WRCOG, and of the WRCOG staff member. The facts do not support this contention.

Under the WRCOG HERO program, the PFM Group works for WRCOG and WRCOG receives no funds from The PFM Group. The only money that WRCOG receives in implementing its HERO program comes from closing costs generated when a property owner closes on a PACE backed financing. This is not unlike when a City forms a Community Facilities District and gets an administrative fee at the closing and sale of the bonds. At the same time the financing team retained by the City gets paid from the closing costs

as well. The City does not receive payment from the financial advisor when the bonds are sold and this is the case with the PACE Program as well.

If the SANBAG Board awards the contracts to the PFM Group team, no compensation will be provided directly by SANBAG to WRCOG or WRCOG employees, and most importantly, SANBAG staff is unaware of any arrangement for a financial payment or incentive to be made by The PFM Group or PFM Group team to WRCOG or WRCOG staff members.

Ygrene's Purported Competitive Disadvantage

Ygrene raises the issue of its inability to disclose to the RFP selection committee certain proprietary systems and materials due to the presence of an individual who works with a competing PACE service provider on the selection committee. Ygrene's concerns were that this proprietary information would compromise their competitiveness against PFM in other jurisdictions soliciting proposals from potential PACE service providers. Ygrene asserts the presence of the WRCOG employee on the selection panel precluded them presenting a program to SANBAG that would satisfy all of the terms of the RFP.

The nature of the information that was withheld by Ygrene had to do with how they structured financing for property owners that had conforming loans. Ygrene felt that they would be disclosing proprietary information to a competitor. The review panel noted this concern but did not rate Ygrene down because of the information that was withheld. The review panel took Ygrene at their word that they had a mechanism to include properties with conforming loans. If Ygrene had become the finalist, then SANBAG staff would have discussed the details of their mechanism.

SANBAG often has representatives from other government agencies serving on our consultant review panels. In most of these cases, the other government agency has business relationships with competitors of the consultants that are being interviewed. For this reason, SANBAG requires all interview panel members to sign an impartiality and confidentiality agreement. This was done with this procurement process.

PFM's Alleged Conflict of Interest

Ygrene states that because the RFP services also include identifying other sources of funds for the PACE program, such as grants, that PFM's contractual obligations to WRCOG to seek such grant funds would be in conflict with PFM's obligations to SANBAG. In other words, PFM would

represent two organizations that were both competing for the same grant funds.

While the situation of both WRCOG and SANBAG competing for the same grant funds could indeed come to pass, this is not unlike other circumstances with other government consultants. State and federal lobbyists represent multiple clients with a possibility for conflict. Consultants help agencies prepare grant applications for state and federal funding programs. In all of these cases the expectation is that the consultant will represent and assist their clients fully and professionally. The expectation is the same here.

Ygrene Characterizes the Process as Unfair and Non-compliant with the RFP

Ygrene's counsel asserts SANBAG's contracting process was unfair and non-compliant with express terms of the RFP. In support of this assertion, he states the WRCOG employee's position as HERO program manager, in conjunction with WRCOG's "desire to partner with PFM in a statewide PACE Program gave her a strong incentive to prefer PFM over other proposed contractors." He contends that if the WRCOG employee failed to recommend SANBAG's selection of PFM, she could be said to be in breach of her obligations to WRCOG.

As discussed above, neither the WRCOG employee nor WRCOG derive any financial benefit from the selection of the PFM Group as SANBAG's PACE program provider. SANBAG is not aware of any obligations the WRCOG employee had to WRCOG to select PFM. Further, the entire selection panel rated PFM above Ygrene, and unanimously recommended selection of PFM. All facts indicate the panel made their recommendation based upon merit.

Ygrene's counsel also cites to the conflict of interest provision in the SANBAG RFP that prohibits persons who assisted SANBAG in drafting the RFP from submitting proposals. SANBAG staff received no assistance in drafting the RFP from anyone who submitted a proposal and Ygrene cites no facts to the contrary.

Conclusion

Courts give great deference to contractor selection processes used by public agencies, and find the selection processes to be lawful unless they are arbitrary and capricious, or lacking a rational basis. This staff report is replete with facts evidencing staff's thoughtful, thorough selection process and supportive of the evaluation panel's recommendation to award the contracts to the PFM Group team.

After the above review and analysis, SANBAG's General Counsel has advised staff that no violations of SANBAG's procurement policies, RFP terms, or conflicts of interest laws occurred during the PACE consultant selection process, and there is no legal prohibition against SANBAG's Board approving the award of the contracts to the PFM Group team.

Based on the recommendation of the evaluation panel and the review and conclusions of SANBAG's General Counsel, SANBAG staff is recommending that the Committee recommend that the Board of Directors approve contracts for the firms that will provide services to SANBAG as part of The PFM Group team. All of these vendors were part of a single RFP response but because these firms must have a direct relationship with SANBAG to act as our advisor rather than a relationship as a subcontractor, each member of the team has their own contract. The terms for these contracts shall be for four years with an option for an additional four years. The reason for these terms is to allow the team and the investor's sufficient time to recoup their costs to justify the up-front investment.

The firms proposed to do this work and the proposed closing costs are:

1. Contract 12-141 with The PFM Group to serve as Financial Advisor and Program Manager.
2. Contract 12-245 with Best, Best and Krieger LLP to provide legal services.
3. Contract 12-247 with David Taussig & Associates to provide Special Tax Consultant and Assessment Engineering services.
4. Contract 12-248 with Westhoff, Cone & Holmstedt to provide Placement Agent services.

CLOSING COSTS

Category	Commercial Program	Residential Program
Total Closing Costs:	4.45% + \$200.00 + PFM fee per schedule	4.70% + \$200.00

Underwriting and Administration – Samas Capital	2.40%	
Underwriting and Administration – Renovate America		2.50%
Financial Advisory and Program Management – PFM Group	See schedule below ¹	\$150.00
Special Tax Consultant/Assessment Engineer – David Taussig & Assoc.	0.40%	0.40%
Trustee - US bank	\$200.00	\$50.00
Legal – Best, Best & Krieger	1.00 %	1.00%
Placement Agent – Westhoff, Cone & Holmstedt	0.35%	0.35%
Program Sponsorship – SANBAG	0.30%	0.45%

¹ PFM Commercial Fee Schedule:

Fee per Assessment	Assessment Amount
\$750	Less than or equal to \$100,000
\$1,500	Greater than \$100,000 and less than or equal to \$250,000
\$3,000	Greater than \$250,000 and less than or equal to \$500,000
\$4,500	Greater than \$500,000 and less than or equal to \$750,000
\$7,500	Greater than \$750,000

Financial Impact: These contracts will not have an impact on the adopted SANBAG budget. The services provided by these firms are being provided "at risk" and they will only be paid once projects are financed and then they will be paid out of the closing costs of each property owner and not by SANBAG or its member agencies. SANBAG staff time associated with this item has been budgeted in Task No. 0708 – PACE Program.

Reviewed By: The item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on July 18, 2012. SANBAG General Counsel and Contract Administrator are reviewing this item and contracts.

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

B|C
BEYERS
COSTIN

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A PROFESSIONAL CORPORATION

July 9, 2012

VIA E-MAIL AND U.S. MAIL

Eileen Monaghan Teichert
General Counsel
San Bernardino Associated Governments
1170 West 3rd Street, Second Floor
San Bernardino, CA 92410-1715

Re: *Ygrene Energy Fund, Inc.*
BC File No. 7326
SANBAG RFP 12-141 (PACE Program)

Dear Ms. Teichert:

Thank you for this opportunity to submit additional information concerning the Pace Program RFP.

As you know, the substance of Ygrene's concerns were explained in its June 20 submission to the Plans and Programs Committee. A copy of that submission is enclosed here. As a result of those concerns, the matter was referred to you for a report back to the committee on July 19, 2012. I understand that your initial conclusion is that you do not believe that there has been any violation of the Fair Political Practices Act and that constitutional standards of due process do not apply. While these conclusions may be correct, they do not address the principal issues raised by Ygrene.

The issues here concern the fairness of the public contracting process and non-compliance with the explicit terms of the RFP.

Specifically, Barbara Spoonhour's role in the preparation of the RFP and on the evaluation committee created a flawed and potentially biased process. Under California law, the review of a public contracting process is deferential. "Such review is limited to an inquiry into whether the action was arbitrary, capricious or entirely lacking in evidentiary support." *Mike Moore's 24-Hour Towing v. City of San Diego*, 45 Cal. App. 4th 1294, 1303, 53 Cal. Rptr. 2d 355 (4th Dist 1996). (citations omitted). Nevertheless, the courts do consider the fairness of

the contracting process: "This test has also been formulated to add an inquiry whether the agency's decision was 'contrary' to established public policy or unlawful or procedurally unfair." *Id.* Finally an agency's interpretation of the requirements of its Request for Proposal is reviewed for rationality. *Id.* at 1309

As you know, Barbara Spoonhour is the Energy Program manager for the Western Riverside Council of Governments ("WRCOG") and is responsible for the administration of their SB 811 PACE Program known as the HERO Program. In that capacity, Spoonhour works very closely with Pacific Financial Management ("PFM"), which is a consultant to WRCOG in the administration of the HERO Program. During the same period that Spoonhour has served on the SANBAG evaluation committee, Spoonhour has been negotiating a partnership with PFM for the roll out of a statewide PACE Program through WRCOG. The purpose of the proposed statewide program is to secure a financial benefit for WRCOG. For example:

1. In her April 11, 2012 staff report to the WRCOG Administrative & Finance Committee meeting Spoonhour sought direction to expand their "HERO" program statewide:
"Because the concept is that the new participants could implement their programs more quickly than if they were to start from scratch, and WRCOG could benefit financially by serving in a broader contract administrator capacity."
(Copy attached, emphasis added).
2. In her May 16, 2012 staff report to the WRCOG Administration & Finance committee the requested action was: "Consider recommendations from the Ad Hoc Subcommittee regarding WRCOG implementing a statewide HERO Program". The report explained: "Because of the program's success, Renovate America, which is the funding agent for the Residential HERO Program, has been examining the possibility of creating a Statewide HERO Program and has been in conversations other Statewide Financing Authorities to determine feasibility. Renovate America and the Public Financial Management Team has indicated a preference to use WRCOG as the Statewide Financing Authority and to use WRCOG as the base for such a Program." (Copy attached, emphasis added).

3. In her July 11, 2012 staff report to the WRCOG Administration & Finance Committee, Spoonhour stated:
"Once the WRCOG JPA has been amended and WRCOG has entered into an agreement for the California PACE Financing Authority, WRCOG staff and its consulting team can begin marketing the Program to other agencies in the State for their consideration. (Copy attached, emphasis added).
4. In a July 11, 2012 staff report to the WRCOG Administration & Finance Committee the Executive Director of WRCOG is proposing to review "proposed policy constructs for the allocation of surplus [Statewide HERO] Program revenues and provide direction to staff." (Copy attached.)

It is unclear whether WRCOG will receive a direct financial benefit from the SANBAG contract with PFM. My understanding is that that in explaining the proposed contract between SANBAG and PFM at the June 20 meeting, Duane Baker indicated that WRCOG would receive reimbursement for a portion of its start up costs; however, this information is not included in the staff report for the hearing and might be in error. But whether or not WRCOG will receive any direct financial benefit from the SANBAG contract with PFM, WRCOG will unquestionably benefit indirectly by enhancing the reputation and experience of PFM thereby increases the competitiveness of WRCOG's statewide program with PFM.

These circumstances created a conflict of interest for Spoonhour and an unfair process for reviewing potential contractors under the RFP.¹ Spoonhour's position with WRCOG and its desire to partner with PFM in a statewide PACE Program gave her a strong incentive to prefer PFM over other proposed contractors. It fairly could be said that her failure to recommend the selection of PFM would be a breach of her obligations to WRCOG. In fact, as WRCOG is in essentially in a partnership with PFM, PFM should have been excluded as a potential contractor under the WRCOG Program under the Conflict of Interest provision of the RFP which states the following:

¹Under the Federal Acquisition Regulations, this kind of conflict is referred to as an "Organizational Conflict of Interest." FAR Regulation § 9.5.

Eileen Monaghan Teichert

July 9, 2012

Page 4 of 4

"Any person or firm that has assisted SANBAG in preparing any aspect of this RFP or any cost estimate associated with this procurement is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity, or who will use the services of such person or entity in performing the services will be disqualified. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of SANBAG." (RFP 12-141, XIII, P3).

We ask that you consider the above, and Ygrene's June 20 submission, in making your report to the committee. If you have any questions, please call.

Sincerely,



Christopher G. Costin

CGC:sb
Enclosures
cc: Client



To: Plans & Programs Policy Committee, San Bernardino Associated Governments

From: Ygrene Energy Fund

Date: June 20, 2012

Re: RFP 12-141 (PACE program)

The San Bernardino Associated Governments (SANBAG) should be duly recognized for taking a leadership position in the PACE community with the formal step of issuing an RFP to solicit 'services to assist in the formation and implementation of financing mechanisms for a Property Assessed Clean Energy (PACE) program in San Bernardino County'. Ygrene Energy Fund, the only provider of a fully-funded private capital PACE solution, has welcomed the opportunity to respond and present to SANBAG, and sought to compete in a fair and open process.

Recently, we have been reviewing the RFP document and the interview process for the short list of bidders. As a result, we have several concerns, issues and recommendations:

- Ygrene was not able to disclose proprietary information to the evaluation panel due to the inclusion of Barbara Spoonhour, who is viewed as a competitor
 - WRCOG has an exclusive contractual relationship with PFM Group to administer their PACE program;
 - Ms. Spoonhour is WRCOGs Program Manager for the PACE program; she assisted in writing SANBAGs PACE RFP;
 - WRCOG seeks to expand their program statewide and includes a commission plan -- fees paid by SANBAG to WRCOGs PACE administrator (PFM Group) would be paying WRCOGs salaries
- The process was flawed simply by having a competitor included on the evaluation panel

Issues

1. The first concern is that the interview process put our team at a competitive disadvantage that resulted in not being able to present key elements and processes of the Ygrene Proposal. The interview committee was comprised of two members from SANBAG; The third was Barbara Spoonhour who is presently employed by the Western Riverside Council of Governments (WRCOG) as the Program Manager of their PACE program. The financing agent for the WRCOG PACE program is PFM Group. In that capacity, her efforts are closely linked to PFM.

This raises a clear potential for bias. It appears Ms. Spoonhour was brought into the interview to provide specific expertise regarding PACE programs. Yet her familiarity with PACE programs appears to be limited to the model applied by PFM. This potential bias to act in the best interest of WRCOG and PFM becomes more significant in light of the interest of WRCOG in expanding their PACE program beyond the member jurisdictions.

Such an expansion would be very beneficial to WRCOG, its employees and contractors. Her participation invites a biased assessment of relative PACE program approaches and a motive to keep out other PACE programs that could impede cut into WRCOG market share. The bias thus leads to a potential conflict of interest.

A concern to avoid a conflict of interest or clouded decision is found throughout the SANBAG RFP itself. The RFP notes in Section XIV "consultant selection" that the first criteria for the selection process be "The selection process shall be fair, open, and competitive". The RFP proposals will be evaluated based on criteria identifies in the RFP, including, but not limited to, "current client list and the potential for a conflict of Interest" (RFP page 9, Section 13-F).

2. In addition to the basic appearance of bias, the presence of a WRCOG employee who coordinates PACE WRCOG programs with PFM, the presence of Ms. Spoonhour put Ygrene at a significant disadvantage in terms of proprietary systems included in the Ygrene proposal. The presence of Ms. Spoonhour in the short list interview committee put Ygrene in the position of choosing between two bad options. The first was to disclose to the Committee the proprietary information and tools, knowing that highly valuable and proprietary information would be disclosed to an individual who works with a competing PACE service provider. The competitive damage from this disclosure would not only affect the SANBAG RFP, but would compromise Ygrene competitiveness in other jurisdictions versus PFM.

The alternative for Ygrene was to refuse to disclose the proprietary material, and thus undercut their ability to present a program that would satisfy all of the terms of the RFP. This collision of interests should never have happened, since Ygrene indicated in their response to the RFP that they would withhold some information from their RFP response, with the understanding that such information would be disclosed to the short list interview committee.

Confronted with two bad options, Ygrene withheld the proprietary material. But that choice should never have been triggered by the inclusion of an employee of a "counterpart" organization who administers a PACE program overseen by the competing short- list bidder, that being PFM.

3. Another consideration regarding conflict of interest is that PFMs financial services to WRCOG are not simply dealing with bonding, but include identifying other sources of fund for the program, including the pursuit of grant funds. In light of that, consider that the SANDAG RFP includes in the Scope of Work a category of "extra work". These include identifying, aggregating, certifying and monetization of additional revenue generating incentives related to environmental benefits including Emission Reduction Credits and Renewable Energy Credit as well as "Assist in Identifying other sources of grant funds for the Program."

Competition for grants (federal, state, or private) addressing renewable energy is intense and competitive. In principle, it is a conflict for PFM to be pursuing grant funds for competing clients. This is unwise on the face of it. But Article 13 of the proposed SANDAG Contract states that "CONSULTANT agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract." Since PFM is already contractually bound to pursue grant funding for WRCOG, they cannot comply with the terms of the SANDAG Contract that include the

pursuit of grants and also does not allow a contractor to engage in any activity that creates "any interest, direct or indirect, which would conflict in any manner or degree" with the stated Contract services.

The competitiveness of renewable energy grants is demonstrated by the failure of WRCOG to qualify for funds from the California Energy Commission. WRCOG is presently pursuing legal action against the CEC.

Recommendation

Based upon the procedural issues described above, we believe a fair and open solution would be to reverse the recommendation of PFM and instead recommend Ygrene to the Board on the basis that PFM has a clear conflicting interest with regard to pursuing grants and funding for multiple clients. A more protracted solution would be to conduct a second interview of the short-list candidates, without any members that present a potential conflict of interest with respect to the making a recommendation to the SANBAG Board. If the SANBAG interview committee has to turn to "counterpart" organizations to secure a PACE specialist, we have no objection as long as the individual has not financial or other association with any contractors of the short list respondents. The simplest solution would to use an independent party experienced with PACE program operation, acceptable to both finalists. The problem with this solution is that the conflict of interest remains as regards PFM pre-existing contracts and clients. PFM cannot simply sever their relationship with WRCOG. To the contrary, PFM and WRCOG are exploring a much larger regional PACE program to be administered by WRCOG and PFM.

We appreciate that this complication was not of your making, and look forward to working with you to complete the RFP process that satisfies the requirements and that will provide a strong PACE program for your members.



RFP Timeline

- Nov 2 SANBAG Board Board authorizes PACE program RFP
- Jan 18 RFP approved by SANBAG with the comment that the RFP would "follow the model recently used by Western Riverside Council of Governments.
- March 14 Deadline for RFP responses
- March 14 Response to RFP submitted by Ygrene
- ? Creation of "short list" with Ms. Spoonhour's participation
- March 27 Interview of Ygrene; Committee includes Ms. Spoonhour
- ? Post interview committee meeting; including Spoonhour
- April 2 WRCOG receives memo from Ms. Spoonhour re: program expansion
- April 11 WRCOG Admin and Finance Committee hear expansion plan
- May 15 Ygrene receives notice of selection
- May 16, Ms. Spoonhour presents expansion program p to WRCOG Admin/Finance Committee



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: AB 811 Regional Program Activities Update

Contact: Barbara Spoonhour, Program Manager (spoonhour@wrcog.cod.ca.us), (951) 955-8313

Date: April 11, 2012

Requested Action:

1. Provide direction to staff regarding WRCOG's role in an expanded AB 811 Program activities.

Residential Program: WRCOG has launched the \$100 million residential portion of the WRCOG Energy Efficiency and Water Conservation Program, known as Home Energy Renovation Opportunity (HERO). The website for the program (www.wrcog.herofinancing.com) was also enabled.

As of this writing, nearly \$5 million in residential financing has already been approved under the Program. To date, the website (www.wrcog.herofinancing.com) has received over 10,000 page views, including visits from 24 different states. A more concerted marketing approach for all components of the Program is being developed for Spring.

Small/Medium Commercial Program: \$200 million is available for small and medium-sized commercial energy and water conservation retrofits. The launch of this component of the Program is waiting on receipt of a bond rating from DBRS, which is expected in the next few weeks. Samas has been working with commercial businesses to develop a waiting list. Samas currently has over \$5 million in projects waiting for the Program to begin. The average project cost is over \$600,000 per site.

Large Scale Commercial-Solar Program: \$25 million is available and this component of the Program is active. One application is being reviewed for final approval. Structured Finance has received lender consent for its first project, which is located in the City of Hemet. The cost of the project is estimated to be \$500,000.

Program Website Consolidation: At the last WRCOG Executive Committee meeting, WRCOG staff presented to the members the idea of WRCOG creating a landing page for all three aspects of its Program. The website has been developed and is www.beaRiversideHERO.com. The site provides short summary descriptions of each funding component and then provides links to the individual sites. Staff is requesting that member jurisdictions add a link from its homepage to the www.beaRiversideHERO.com site.

HERO Program Receives Award from SCAG: WRCOG's HERO Program has been recognized for regional excellence and received the highest Compass Blueprint Award from SCAG during the SCAG General Assembly Dinner on April 4, 2012.

Potential state-wide program anchored within WRCOG: Staff will provide a conceptual proposal for consideration by the Committee that would allow future AB 811 municipality participants to join WRCOG's existing Program. Basically, the concept is that the new participants could implement their programs more quickly than if they were to start from scratch, and WRCOG could benefit financially by serving in a broader contract administrator capacity.

Prior WRCOG Action:

April 2, 2012: The WRCOG Executive Committee received report.

WRCOG Fiscal Impact:

None.

Attachment:

None.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Potential WRCOG Implementation of a Statewide HERO Program
Contact: Barbara Spoonhour, Program Manager (spoonhour@wrcog.cog.ca.us); (951) 955-8313
Date: May 16, 2012

Requested Action:

1. Consider recommendation from the Ad-Hoc Subcommittee regarding WRCOG implementing a Statewide HERO Program.

Potential state-wide program anchored within WRCOG: At the April 22, 2012, WRCOG Administration & Finance Committee meeting, WRCOG staff provided a conceptual proposal that would allow other agencies in the state to join WRCOG's existing Program. At that time, the Committee elected to convene an Ad-Hoc Subcommittee to examine in more detail the feasibility of implementing a Statewide HERO Program.

WRCOG's HERO Program has been successful since its launch in December 2011. Currently, WRCOG's HERO Program (residential component only) has approved nearly \$9 million in financing for projects. Because of the Program's success, Renovate America, which is the funding agent for the Residential HERO Program, has been examining the possibility of creating a Statewide HERO Program and has been in conversations with other Statewide Financing Authorities to determine the feasibility. Renovate America and the Public Financial Management Team has indicated a preference to use WRCOG as the Statewide Financing Authority and use WRCOG as the base for such a Program.

The Ad-Hoc Subcommittee is scheduled to meet at 10:30 a.m. on May 16, 2012. Staff will provide an update and forward any recommendations from the Ad-Hoc Subcommittee.

Prior WRCOG Actions:

May 7, 2012: The WRCOG Executive Committee received report.
April 19, 2012: The WRCOG Technical Advisory Committee received report.

WRCOG Fiscal Impact:

None.

Attachment:

None.

DRAFT

Western Riverside Council of Governments
Annual Budget
For the Year Ending June 30, 2013

Department:		Total Energy Budget	Thru Proposed		
			6/30/2012	1/31/2012	6/30/2013
			Budget	Actual	Budget
Revenues					
41201	Recycling Cooperative Grant		-	-	-
41201	Recycling - Other Grants		-	-	-
41201	DOC - Litter		-	-	-
41401	Used Oil Opportunity Grants		-	-	-
41401	Used Oil Block Grant		-	-	-
41501	SCAQMD		-	-	-
41402	Air Quality-Clean Cities		-	-	-
41402	Air Quality-Other		-	-	-
41301	SCAG		-	-	-
41901	Planning - Other Revenues		-	-	-
41701	LTF		-	-	-
42001	TUMF Revenue		-	-	-
42001	Transportation - Other Revenue		-	-	-
42003	SCE Partnership Revenue		254,000	111,870	260,000
43001	Sponsorship Revenue		-	-	-
43002	Event Registration Revenue		-	-	-
43003	Industrial		-	-	-
43004	Residential/Single		-	-	-
43005	Multi-Family		-	-	-
43021	Srvce/Comm 50% Full Fee		-	-	-
43022	Retail 50% Full Fee		-	-	-
43024	Residential/Single 50% Full Fee		-	-	-
43025	Multi-Family 50% Full Fee		-	-	-
40501	HERO Revenue		100,000	-	120,000
4XXXX	Miscellaneous Revenue		-	4,175	-
40001	Member Dues		-	-	-
42002	Misc. Dues		-	-	-
49001	Interest Revenue - Fund 110 General Fund		-	-	-
49001	Interest Revenue - Fund 210 LTF		-	-	-
49001	Interest Revenue - Recycling		-	-	-
49002	Fund Balance/Carryover		1,956,318	-	1,930,174
4XXXX	Blank Revenue GLA		-	-	-
	Total Revenues		2,310,318	116,045	2,310,174
Expenditures					
Wages and Benefits					
60001	Wages & Salaries		163,091	86,787	195,044
	Fringe and Benefits		108,422	66,930	134,296
	OPEB Expense		-	-	-
	Total Wages and Benefits		271,513	153,717	329,340
General Operations					
63000	Overhead Allocation		-	-	-
65101	General Legal Services		26,500	9,666	16,000
65401	Audit Fees		-	-	-
65505	Bank Fees		-	-	-
65507	Commissioners Per Diem		-	-	-
73001	Office Lease		-	-	-
73101	Special Mail Svcs		-	-	-
73102	Parking Validations		-	-	-
73104	Staff Recognition		-	-	-
73106	Coffee and Supplies		28,000	12,014	21,000
73107	Event Support		770	29	1,000
73108	General Supplies		-	-	-
73109	Computer Supplies		-	-	-
73110	Computer Software		-	-	-
73111	Rent/Lease Equipment		-	-	-
73113	Membership Dues		-	-	-
73114	Subscriptions/Publications		-	-	-

Thru Proposed
6/30/2012 1/31/2012 6/30/2013
Budget Actual Budget



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Potential Policy to Address Surplus Program Revenues

Contact: Rick Bishop (bishop@wrcog.cog.ca.us), (951) 955-8303

Date: July 11, 2012

Requested Action:

1. Review proposed policy constructs for the allocation of surplus program revenues and provide direction to staff.

On June 4, the WRCOG Executive Committee, in discussing the potential implementation of a Statewide HERO Program, directed WRCOG staff to work with Legal Counsel and return with a policy that would guide the allocation of potential program revenues. Legal Counsel will provide an update to the WRCOG Administration & Finance Committee, including some concepts/constructs that could be used as the foundation of such a policy.

Prior WRCOG Action:

June 4, 2012: The WRCOG Executive Committee directed WRCOG staff to work with Legal Counsel to develop a policy to address the potential receipt and distribution of surplus funds from WRCOG's administration of programs.

WRCOG Fiscal Impact:

None.

Attachment:

None.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Statewide HERO Program Update

Contact: Barbara Spoonhour, Program Manager (spoonhour@wrcog.cog.ca.us), (951) 955-8313

Date: July 11, 2012

Requested Action:

1. Recommend that the WRCOG Executive Committee approve the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Permit the Provision of PACE Services statewide.

On June 4, 2012, the WRCOG Executive Committee directed WRCOG staff to develop the constructs for a Statewide HERO Program. The first step in this process is for WRCOG member jurisdictions to adopt an amendment to the existing WRCOG Joint Powers Agreement (JPA) (attached) that would allow WRCOG to enter into an agreement with another agency to form a Statewide Financing Authority (the Executive Committee directed staff to create a separate JPA for implementing a Statewide Program).

WRCOG's objective is to implement a Statewide HERO Program by June 2013. In order to meet this objective, staff is requesting that once the amendment is approved by the WRCOG Executive Committee, member jurisdictions take formal action to adopt the amendment as expeditiously as possible. WRCOG has initiated discussions with the County of Riverside to create a new JPA for purposes of implementing / administering a Statewide HERO Program; a new JPA would need approval by the WRCOG Administration & Finance Committee and by the Executive Committee.

Once the WRCOG JPA has been amended and WRCOG has entered into an agreement for the California PACE Financing Authority, WRCOG staff and its consulting team can begin marketing the Program to other agencies in the State for their consideration.

Prior WRCOG Actions:

- June 4, 2012: The WRCOG Executive Committee 1) directed WRCOG staff and its consultant team to move forward to implement a Statewide HERO Program by creating a new Joint Powers Authority between WRCOG and one of its member agencies; and 2) directed WRCOG General Legal Counsel to prepare the necessary legal framework to implement a Statewide HERO Program.
- May 17, 2012: The WRCOG Technical Advisory Committee recommended 1) WRCOG staff and its consultant team to move forward to implement a Statewide HERO Program by creating a new Joint Powers Authority between WRCOG and one of its member agencies; 2) WRCOG General Legal Counsel to prepare the necessary legal framework to implement a Statewide HERO Program; and 3) staff and its consultant team to develop a detailed marketing plan for future member participants.

May 16, 2012:

The WRCOG Administration & Finance Committee recommended 1) WRCOG staff and its consultant team to move forward to implement a Statewide HERO Program by creating a new Joint Powers Authority between WRCOG and one of its member agencies; 2) WRCOG General Legal Counsel to prepare the necessary legal framework to implement a Statewide HERO Program; and 3) staff and its consultant team to develop a detailed marketing plan for future member participants.

May 16, 2012:

The WRCOG Administration & Finance A-Hoc recommended suggested 1) WRCOG staff and its consultant team to move forward to implement a Statewide HERO Program by creating a new Joint Powers Authority between WRCOG and one of its member agencies; 2) WRCOG General Legal Counsel to prepare the necessary legal framework to implement a Statewide HERO Program; and 3) staff and its consultant team to develop a detailed marketing plan for future member participants.

April 11, 2012:

The WRCOG Administration & Finance Committee received report.

WRCOG Fiscal Impact:

Expenditures estimate of \$207,000 to \$269,000 to develop Statewide HERO Program legal documents and marketing

Attachment:

1. Draft Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Permit the Provision of PACE Services.

CONTRACT SUMMARY SHEET

Contract No. C 12141 Amendment No. _____

By and Between

San Bernardino Associated Governments and The PFM Group

Contract Description Services to assist in the formation, implementation and ongoing operation of a Property Assessed Clean Energy (PACE) Program

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: Approve contract with PFM Group as Financial Advisor & Program Manager for a PACE Program

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	0.00	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	\$	0.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 0.00

Contract Start Date July 11, 2012	Current Contract Expiration Date June 30, 2016	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0780 (FY 12/13).

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:

Contractor shall be paid from proceeds from Program Bonds, application fees and closing costs.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

DAVE A. BAKER

Task Manager (Print Name)

DAVE A. BAKER

Project Manager (Print Name)

Jeffery Hill

for Contracts Manager (Print Name)

WILLIAM STAWARSKI

Chief Financial Officer Signature (Print Name)

[Signature] 6-13-12
Signature Date

[Signature] 6-15-12
Signature Date

[Signature] 6/13/12
Signature Date

[Signature] 6/13/12
Signature Date

*Memo
6/13/12*

“SCOPE OF SERVICES”

The Consultant shall provide the following Professional Services:

FINANCIAL ADVISORY SERVICES FOR PROGRAM

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

PROGRAM MANAGER SERVICES FOR PROGRAM

General

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

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

Annual Administration

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

EXTRA WORK

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

CONTRACT SUMMARY SHEET

Contract No. C 12245 Amendment No. _____

By and Between

San Bernardino Associated Governments and Best Best & Krieger LLP

Contract Description Legal services to assist in the formation, implementation and ongoing operation of a Property Assessed Clean Energy (PACE) Program

Board of Director's Meeting Date: July 11, 2012
Overview of BOD Action: Approve contract with Best Best & Krieger LLP to provide legal services for a Pace Program.

Is this a Sole-Source procurement? Yes No

Original Contract Amount	\$	0.00	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	\$	0.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	0.00

Contract Start Date July 11, 2012	Current Contract Expiration Date June 30, 2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

Budget authority for this contract currently exists in Task No. 0780 (FY 12/13).
 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:
Contractor shall be paid from proceeds from Program Bonds, application fees and closing costs.
 Payable Receivable

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

<u>DIANE A. SAKEL</u> Task Manager (Print Name)	<u>[Signature]</u> Signature	<u>6-13-12</u> Date
<u>DIANE A. SAKEL</u> Project Manager (Print Name)	<u>[Signature]</u> Signature	<u>6-13-12</u> Date
<u>Jeffery Hill</u> Contracts Manager (Print Name)	<u>[Signature]</u> Signature	<u>6/13/12</u> Date
<u>WILLIAM STWARSIK</u> Chief Financial Officer Signature (Print Name)	<u>[Signature]</u> Signature	<u>6/13/12</u> Date

“SCOPE OF SERVICES”

The Consultant shall provide the following Professional Services:

BOND COUNSEL SERVICES

- Advise SANBAG and the PACE Program team on the two alternative financing structures available to implement a PACE Program: the Contractual Assessment Program approach and the SB 555 approach. Such advice shall include a comparison of the scope and procedures for the implementation of the two alternatives and the legal, financial and administrative advantages and disadvantages.
- Prepare resolutions or agreements to be adopted by participating members of SANBAG or entered into between SANBAG and such member agencies to authorize SANBAG to establish and operate a PACE Program within the territorial limits of each such member agency.
- Advise SANBAG Board and staff and consult with the PACE Program team regarding the legally required steps to be undertaken to establish the selected PACE Program.
- Prepare all resolutions, notices and other legally required documents necessary to establish the agreed upon PACE Program.
- Prepare all necessary agreements between SANBAG and the property owners participating in the PACE Program and the entities providing financing for the PACE Program.
- Review all marketing materials proposed to be utilized in the PACE Program to ensure such material comply with any applicable consumer protection laws.
- Prepare all agreements, notices and other documents necessary to provide for the issuance of bonds to finance the PACE Program.
- Prepare all pleadings required to initiate and prosecute judicial proceedings to validate the PACE financings and represent SANBAG in such validation proceedings.
- Following completion of the validation proceedings and implementation of the PACE Program, prepare final versions of all bond documents, certificates and agreements necessary to enable SANBAG to issue and sell such bonds.
- Provide opinions regarding the validity and the enforceability of such bonds to be delivered upon the issuance thereof.
- Coordinate and oversee the closing of the issuance of all bonds.
- Advise the SANBAG Board and staff and consult with the PACE Program team regarding each of the foregoing steps.
- Advise the SANBAG Board and staff and consult with the PACE Program team regarding applicable federal and state securities laws and federal tax laws relating to sales of bonds. Such advice shall include a comparison of the legal and regulatory requirements for the implementation of a bond sale through a public offering or on a private placement basis and the legal, financial, and administrative advantages and disadvantages of the two alternatives (including considerations such as regulatory approvals, applicable exemptions from registration, and continuing disclosure obligations).
- Attend meetings of the SANBAG Board and the PACE Program team as requested by SANBAG staff.
- Provide continuing advice to the SANBAG Board and staff and consultant with the PACE Program team regarding changes in applicable federal or state law.



CONTRACT SUMMARY SHEET

Contract No. 12247

Amendment No. _____

By and Between

San Bernardino Associated Governments

David Taussig & Associates

Contract Description Special Tax Consultant/Assessment Engineer Services to assist in the formation implementation, and ongoing operation of a Property Assessed Clean Energy (PACE) Program.

Board of Director's Meeting Date: July 11, 2012			
Overview of BOD Action: Approve contract with David Taussig & Associates to provide Special Tax consultants & Assessment Engineer for a PACE Program			
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Original Contract Amount	\$	0.00	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	\$	0.00	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + \$ 0.00)			
Contract Start Date July 11, 2012	Current Contract Expiration Date June 30, 2016		Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.			
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0780 (FY 12/13)</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 type="checkbox"/> Measure I Funds			
Provide Brief Overview of the Overall Funding for the duration of the Contract: Contractor shall be paid from proceeds from Program Bonds, application fees and closing costs. <input type="checkbox"/> Payable <input type="checkbox"/> Receivable			
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 _____ %	

DIANE A. SAKER
Task Manager (Print Name)

DIANE A. SAKER
Project Manager (Print Name)

Jeffery Hill
Contracts Manager (Print Name)

WILLIAM STARKS
Chief Financial Officer Signature (Print Name)

William C. Saker 6-13-12
Signature Date

William C. Saker 6-13-12
Signature Date

Jeffery Hill 6-13-12
Signature Date

William C. Saker 6/13/12
Signature Date

DIA 6/13/12

“SCOPE OF SERVICES”

David Taussig & Associates, Inc. (“DTA”) shall provide consulting services necessary to assist the San Bernardino Associated Governments (“SANBAG”) project team in the formation of an assessment district and micro-bond sales to fund authorized PACE program facilities. Following the formation of the district, DTA shall provide consulting services to assist SANBAG with the annual administration of the assessment district. Our scope of work is shown below as two separate phases.

Phase I: Formation and Bond Sale

Tasks completed by DTA shall include the following:

- Assist SANBAG project team with the preparation of required program documents, including the engineer’s report (or other similar document), assessment agreements, bond documents, and related items.
- Review assessment documentation for each parcel.
- Record the assessment agreements with the County of San Bernardino Recorder’s office.
- Enter parcel data (APN, debt service, maximum assessment) into DTA system.
- Attend meetings and provide verbal consulting services and advice to SANBAG project team.

Phase II: Annual Administration

Tasks completed by DTA for each program (i.e., commercial and residential) shall include the following:

Basic Tasks

The tasks under this section are included within our fee as explained in Exhibit B herein.

- DTA shall maintain a database of the parcels within each program, which will include the APN, annual assessment amount, and all other relevant data.
- DTA will submit the annual assessment levy on or before August 10 of each year, or such other date specified by the County of San Bernardino to the Auditor-Controller, for inclusion on the consolidated property tax bills.
- DTA shall review County records to determine which parcels are delinquent in the payment of taxes after each installment. DTA shall prepare a delinquency report and will send reminder letters to delinquent property owners.
- Respond to property owner questions.

Extra Tasks

- Any work related to delinquencies and/or foreclosure proceedings following the removal of the charge from the County's tax roll will be charged an additional fee (to be paid by the delinquent property owner).
- Preparation of prepayment calculations as requested by the district, property owner, or other interested party. Following each prepayment, DTA will prepare the appropriate bond call documents for the Trustee and prepare and record the notice of cancellation with the County.

Phase II: Additional Work

DTA will perform additional work as requested by SANBAG.

CONTRACT SUMMARY SHEET

Contract No. C 12248 Amendment No. _____

By and Between
San Bernardino Associated Governments and Westhoff, Cone & Holmstedt

Contract Description Placement Agent Services to assist in the formation, implementation, and ongoing operation of a Property Assessed Clean Energy (PACE) Program

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: Approve contract with Westhoff, Cone & Holmstedt to provide Placement Agent Services for a PACE Program.

Is this a Sole-Source procurement? Yes No

Original Contract Amount	\$ 0.00	Original Contingency Amount	\$
Revised Contract Amount Inclusive of prior amendments	\$	Revised Contingency Amount Inclusive of prior amendments	\$
Current Amendment Amount	\$	Contingency Amendment	\$
TOTAL CONTRACT VALUE	\$ 0.00	TOTAL CONTINGENCY VALUE	\$
TOTAL BUDGET AUTHORITY (contract value + contingency)		\$	0.00

Contract Start Date July 11, 2012 Current Contract Expiration Date June 30, 2016 Revised Contract Expiration Date _____
 Has the contract term been amended? No Yes - please explain.

Budget authority for this contract currently exists in Task No. 0780 (FY 12/13).

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:

Contractor shall be paid from proceeds from Program Bonds, application fees and closing costs.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

<u>Duane A. Baker</u> Task Manager (Print Name)	<u>Duane A. Baker</u> Signature	<u>6-13-12</u> Date
<u>Duane A. Baker</u> Project Manager (Print Name)	<u>Duane A. Baker</u> Signature	<u>6-13-12</u> Date
<u>Jeffery Hill</u> Contracts Manager (Print Name)	<u>Jeffery Hill</u> Signature	<u>6/13/12</u> Date
<u>WILLIAM STAWORSKY</u> Chief Financial Officer Signature (Print Name)	<u>William Staworsky</u> Signature	<u>6/13/12</u> Date

Handwritten: HMM 6/13/12 mmm

“SCOPE OF SERVICES”

The Consultant shall provide the following Professional Services:

Use its best efforts to arrange for the placement of the initial issuance of micro-bonds by SANBAG as Placement Agent for the PACE Program, including performance of the following services:

- Thoroughly review Program bond documents.
- Participate in Program bond sale and structuring, including the offering, solicitation and arrangement for the purchase of the micro-bonds.
- Review and negotiate the form of Investor Letter and Purchase Contract Acknowledgement of investor suitability pursuant to MSRB/SEC regulations.
- Use its best efforts in obtaining performance by each investor whose offer to purchase has been accepted.
- Execution of Placement Agent Certificate associated with each tranche of Bonds.



- 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: August 1, 2012

Subject: State Legislative Update

Recommendation:* Receive State Budget update and legislative bill matrix.

Background: Last month the Legislature passed, and the Governor signed, the 2012-13 State Budget (AB 1464). The \$16.2 billion budget, and the accompanying trailer bills, will result in approximately \$92 billion in expenditures and a reserve of approximately \$500 million in the 2012-13 budget year.

With the exception of \$1.2 billion in various social services, the budget is fundamentally the same as the Governor's May Revision. The budget relies on the Department of Finance (DOF) revenue estimates, and is based on the passage of the Governor's tax proposal. The Governor's tax proposal is a Constitutional amendment that would raise the personal income tax and the sales and use tax on a temporary basis. Together, the proposed increase in the two taxes is expected to raise an additional \$8.4 billion through the budget year. In the event that the voters do not approve the Governor's tax proposal in November, the Legislature's joint plan, like the Governor's, includes a series of trigger cuts, primarily to education and social services.

*

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

BRD1208a-eh
 Attachment: BRD1208a1-eh

There are a significant number of budget trailer bills implementing the entire budget plan. For transportation, these bills include AB 1465 and SB 1006, which were signed by the Governor on June 27.

Specifically these budget bills contain:

- Gas Tax Swap - Transfers funding from the Motor Vehicle Fuel Account to the General Fund, resulting in a General Fund savings of \$312.2 million in 2012-13 and \$128.8 million in savings in ongoing fiscal years.
- Weight Fee Revenue Transfer - Transfers additional weight fee revenues to the General Funds, resulting in a \$385.2 million in General Savings in 2012-13 and \$47.5 million in General Fund savings 2013-14.
- Project Initiation Documents (PIDs) - Restores State Highway Account funding for PIDs staffing, in lieu of using local reimbursement funds.
- Public-Private Partnerships - Rejects Administration proposal to allow Caltrans to seek additional reimbursement if additional Public-Private Partnerships move forward in the budget year.

The Legislature has also approved a budget for High Speed Rail (HSR) and is awaiting the Governor's signature. Southern California is anticipated to receive \$500 million to be used in the SCAG region on connectivity projects. SANBAG has signed onto the regional Memorandum of Understanding (MOU). The MOU is a list of regional transit projects that will eventually link into the Southern California HSR corridors.

The Legislature is on Summer Recess until August 6th. Attached, please find an updated bill matrix.

Financial Impact: This item has no impact to the FY 2012/2013 SANBAG Budget.

Reviewed By: This item was received by the Administrative Committee on July 18, 2012.

Responsible Staff: Eric Haley, Interim Legislative Director

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
AB 441 (Monning) Sen. Appropriations	Health	This bill requires the Governor's Office of Planning and Research to voluntarily develop guidelines for local and regional agencies to incorporate health issues into local or regional general plans and requires the CTC to include health issues in guidelines circulated by the CTC for the preparation of regional transportation plans.	Oppose	SANBAG supports budget and CTC allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program, State Highway Operation and Protection Program, and the Measure I Expenditure Plan.	Support: California Pan-Ethnic Health Network & AQMD	Approved 5/2/2012
AB 890 (Olsen & Perea) Sen. Environmental Quality Hearing 7/2	CEQA	This bill, until January 1, 2016, would exempt city roadway improvement projects from the requirements of the California Environmental Quality Act (CEQA) if the project is within the existing right-of-way.	Support	SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination.	Support: CSAC, League of California Cities Opposition: The Planning and Conservation League & Sierra Club CA	Approved 5/2/2012
AB 1600 (Torres) Sen. Appropriations	Gold Line	Extends Metro Gold Line Foothill Extension Construction Authority's light rail project to include the City of Montclair; and requires the Los Angeles County Metropolitan Transportation Authority (LAMTA) to assume responsibility for operation of all completed phases of the Gold Line.	Support w/ Amendments	SANBAG will advocate for high speed, and higher speed rail investment in San Bernardino County and connectivity with local and regional transit.	Support: City of Montclair, City of Ontario, County of San Bernardino, LAMTA	Approved 5/2/2012

Bills that have been to a SANBAG Board

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
<p>AB 1665 (Galgiani) Sen. Environmental Quality</p>	<p>CEQA</p>	<p>Specifies that CEQA does not apply to the closure of a railroad grade crossing by order of the PUC when the PUC has found the crossing to present a threat to public safety.</p>	<p>Recommend Support</p>	<p>SANBAG will advocate for a safe, funded, and growing rail system in Southern California.</p>	<p>Support: PUC (sponsor), American Council of Engineering Companies of CA & CA State Council of Laborers</p>	<p>Approved 6/6/12</p>
<p>AB 1780 (Bonilla) Sen. Appropriations Hearing 8/6</p>	<p>PIDs</p>	<p>This bill amends Caltrans protocols for conducting project study reports (PSR) for transportation projects on the state highway system and assigns cost-sharing responsibilities for the completion of PSR's. This bill assigns Caltrans with the responsibility to develop PIDs and to pay for costs to review and approve those locally-produced PIDs for projects on the state highway system that are in established programming documents. For all other projects, Caltrans's costs for review and approval of the PIDs are to be paid by the entity performing the work.</p>	<p>Recommend Support</p>	<p>SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination.</p>	<p>Support: Self-Help Counties Coalition (sponsor) & Santa Clara Valley Transportation Authority</p>	<p>Approved 6/6/12</p>
<p>SB 446 (Dutton) Asm. Local Government</p>	<p>ONT Airport</p>	<p>Local control of ONT Airport.</p>	<p>Support</p>	<p>Support local control of the Ontario International Airport in recognition of its goods movement and passenger impacts on San Bernardino County.</p>	<p>Support: City on Ontario (sponsor), County of San Bernardino...</p>	<p>Approved 5/1/2011</p>

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
AB 2405 (Blumenfeld) Sen. Transportation & Housing	HOT Lanes	Exempts qualifying clean alternative fuel vehicles from toll charges imposed on single-occupant vehicles in HOT lanes, unless prohibited by federal law. The bill specifically provides that this exemption does not apply to the imposition of tolls on toll roads, toll highways, or toll bridges.	Tracking	Not Applicable	Support: AQMD, CA Natural Gas Vehicle Coalition, CA Electric Transportation Coalition, CALSTART & Clean Energy Opposed: RCTC, CTA & American Council of Engineering Companies	
SB 1003 (Wolk) Asm. Local Government	Brown Act	Amends the Brown Act to specify that a district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief to determine whether the Brown Act applies to a local legislative body's past actions, as well as threatened future actions. The bill establishes a procedure for filing an action, limiting filings for past actions to one year, requiring a letter be submitted to the local agency setting forth the alleged violation, and allowing the local agency 30 days to respond prior to proceeding with a legal action.	Tracking	Not Applicable	Opposed: League of CA Cities, CSAC & Regional Council of Rural Counties	

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
<p>SB 1117 (Desaulnier) Asm. Appropriations</p>	<p>Rail</p>	<p>This bill places new responsibility on the CTC to provide state overview of all rail operations through a new expanded rail plan. Caltrans would continue to do the actual support work, with policy guidance and approval by the CTC. Currently the CTC relies on Caltrans to prepare its various documents; this has allowed the CTC to maintain a small staff that focuses on the needs of the commissioners to address transportation policy issues, without the inevitable distractions of managing a large staff. This bill is silent on where the responsibility rests for preparing the rail transportation plan.</p>	<p>Tracking</p>	<p>Support equitable distribution of the funding for bus and rail services in California.</p>	<p>Support: Sen. Desaulnier (Sponsor)</p>	
<p>SB 1151 (Steinberg) Asm. Housing & Community Development</p>	<p>RDA</p>	<p>The bill requires joint powers authorities to develop Long Range Asset Management Plans to maximize the social and economic value of the former redevelopment agency assets for the public sector. The plans would include detailed valuation and environmental contamination information on a parcel-by-parcel basis and facilitate the integration of properties into local land use plans. The bill authorizes the use of the trust funds to finance public and private infrastructure needed for infill development.</p>	<p>Tracking</p>	<p>Support continued regional decision making governing the use of all current funding sources.</p>	<p>Support: BRIDGE Housing, California Infill Builders Association, California Labor Federation, CSAC, DMB Pacific Ventures, Los Angeles Alliance for a New Economy & Mission Bay Development Group. CSAC is "Supporting w/ Amendments"</p>	



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

Minute Action

AGENDA ITEM: 15

Date: August 1, 2012

Subject: Additional Right-of-Way Funding for the Hunts Lane Grade Separation Project

- Recommendation:** *
1. Approve an additional \$2,000,000 in Measure I Valley Major Projects funds for right-of-way costs associated with the Hunts Lane Grade Separation Project.
 2. Approve budget amendment for Task No. 0870 to increase the Measure I Valley Major Projects funds by \$2,000,000 for a new total of \$2,439,166.

Background: SANBAG, in conjunction with the Cities of Colton and San Bernardino, is currently constructing the Hunts Lane Grade Separation Project in those cities. All legal property rights for the project have been obtained. However, acquisitions of five remaining parcels remain incomplete and are on the path toward condemnation as agreement has not yet been reached on compensation. Discussions with these property owners are continuing during the eminent domain process in an effort to reach agreement and avoid condemnation. To meet this goal, independent expert appraisals are being performed to confirm the property impacts and to determine a value for business damages. The business damage appraisals could not be performed with the original appraisal as access to the financial records of the businesses was not available. The independent appraiser has validated the property impact appraisals and has estimated that \$1.3 million will be the cost to address the business impacts of the five remaining properties. The additional \$1.3 million will cover the initial offer that would be made when mediation is entered into, but it does not provide funding to negotiate a settlement

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	<p><i>Approved</i> <i>Board of Directors</i></p> <p>Date: _____</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.

in compliance with SANBAG's policy. For this reason staff is requesting that the budget be increased by \$2 million for a total right-of-way budget of \$7.3 million.

The overall programmed amount for this project will not be exceeded with approval of the increased right-of-way budget. The construction phase enjoyed a savings of \$8 million with the award of the contract to the lowest responsive bidder.

Recommendation 2 is the approval of a budget amendment to include the additional \$2 million of 1990-2010 Measure I Valley Major Projects for right-of-way in the current fiscal year budget.

Staff recommends the approval of both recommendations.

Financial Impact: This item is not consistent with the SANBAG fiscal year 2012/2013 budget, Task No. 0870. A budget amendment is being requested with this agenda item to increase 1990-2010 Measure I Valley Major Projects funding by \$2,000,000 for a total of \$2,439,166.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 19, 2012. SANBAG General Counsel has approved this item 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: 16

Date: August 1, 2012

Subject: Lenwood Road Grade Separation Project – Set Date for Hearing to Consider Resolutions of Necessity

Recommendation:* Acting as the County Transportation Commission, set the date and time of September 5, 2012 at 10:00 a.m. for a hearing to consider Resolutions of Necessity for properties required for the Lenwood Road Grade Separation project in the City of Barstow and the County of San Bernardino. The Property owners are: William and June Divine, Stanley Siegal, Louis and Thelma Press, the Pamela L. Jarman Living Trust, Michael and Hillary Gilson, Wilbur and Elaine Gassaway, Carroll Fulmer Management Co., Clayton and Janice Carmean, Albert and Rita Vogler, and Mark Rodarte.

Background: SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval by the date of this Committee meeting. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. While SANBAG’s right-of-way agent, Epic Land Solutions, Inc., continues to negotiate with property owners of the subject parcels, it is unlikely that all parcels will be acquired through a negotiated sale. The alternative to a negotiated sale is acquiring the property through eminent domain which requires a prescribed process.

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.
 BRD1208a-bmf
 Attachment: BRD1208a1-bmf

The first step in the eminent domain process is setting a hearing date and time for the consideration of the Resolution of Necessity for the parcels not acquired through negotiated sale. While this action is embarking on the first step of the eminent domain process, the right-of-way agents will continue to negotiate with the property owners in an effort to acquire the property voluntarily and avoid eminent domain.

The project property acquisitions are summarized in Attachment "A" and include fee takes, and permanent and temporary construction easements. Staff does anticipate there will be a need for a second hearing date for the acquisition of additional properties in November 2012.

Financial Impact: This item imposes no financial impact.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on July 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Attachment "A"

**LENWOOD ROAD GRADE SEPARATION PROJECT
PROPERTY ACQUISITIONS FOR HEARING RESOLUTIONS OF NECESSITY**

APN	NAME	TITLE OWNER	TYPE
0422-011-05, 06, 12	DIVINE	WILLIAM A. DIVINE AND JUNE F. DIVINE, TRUSTEES OF THE DIVINE FAMILY TRUST DATED JANUARY 31, 1991	FULL TAKE
0421-181-10	GILSON	STANLEY B. SIEGAL, A SINGLE MAN, AS TO AN UNDIVIDED 25% INTEREST; LOUIS PRESS AND THELMA PRESS, TRUSTEES OF THE LOUIS AND THELMA PRESS TRUST UNDER TRUST AGREEMENT DATED FEBRUARY 16, 1989, AS TO AN UNDIVIDED 37.5% INTEREST; THE PAMELA L. JARMAN LIVING TRUST U/D/T DATED MARCH 12, 2007, PAMELA L. JARMON TRUSTOR AND TRUSTEE, AS TO AN UNDIVIDED 18.75% INTEREST; AND MICHAEL KENNETH GILSON AND HILLARY SUE RODMAN GILSON, AS TRUSTEES OF THE MICHAEL & HILLARY GILSON TRUST (SP-W), DATED AUGUST 20, 2010, AS TO AN UNDIVIDED 18.75% INTEREST	EASEMENT
0497-142-26	GASSAWAY	WILBUR WALTER GASSAWAY AND ELAINE FRANCES GASSAWAY, TRUSTEE(S) OF THE WILBUR WALTER AND ELAINE FRANCES GASSAWAY TRUST DATED 9-30-98	EASEMENT, PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0497-131-59	FULMER	CARROLL FULMER MANAGEMENT CO., INC., A FLORIDA CORPORATION	EASEMENT, PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0421-172-12	CARMEAN AND VOGLER	CLAYTON A. CARMEAN & JANICE J. CARMEAN AND ALBERT H. VOGLER & RITA K. VOGLER, AS TENANCY IN COMMON	TEMPORARY CONSTRUCTION EASEMENT
0422-043-30	RODARTE	MARK RODARTE, AN UNMARRIED MAN	FULL TAKE



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

Minute Action

AGENDA ITEM: 17

Date: August 1, 2012

Subject: Interstate 215 (I-215)/Mount Vernon-Washington Interchange Improvement Project

Recommendation:* Approve the award of Contract No. C12214 to TranSystems Corporation for the preparation of Preliminary Engineering and Environmental Document (PA&ED), with an option for the preparation of Plans, Specifications, and Estimate (PS&E) for the I-215 Mount Vernon-Washington Interchange Improvement Project, for a lump sum amount of \$2,890,365.40.

Background: **This is a new agreement.** The purpose of the I-215 Mount Vernon-Washington Interchange Improvement Project is to reconstruct the interchange in order to improve traffic operations, increase capacity, and reduce congestion at the ramp intersections, thereby providing adequate access to and from facilities served by the interchange. In 2009, the Board authorized staff to proceed with the preparation of planning studies for the Project. Subsequently, a draft Project Study Report-Project Development Support (PSR-PDS) was prepared and is anticipated to be approved by the California Department of Transportation (Caltrans) in the next few months. The next step in the project development process requires the preparation of PA&ED and PS&E.

In April 2012, the Board authorized staff to release Request for Proposals (RFP) 12214 to procure the services of a consultant to prepare the PA&ED with an option for the preparation of the PS&E. The RFP was advertised on April 10, 2012, and a notice was emailed to all engineering firms registered in SANBAG's

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</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.
 BRD1208b-ks
 Attachment: C12214

vendor database. A five-member evaluation committee (Committee) was assembled, and a two-step evaluation process was followed to select the most qualified firm in accordance with SANBAG's Contracting and Procurement Policy 11000. The Committee consisted of representatives from SANBAG, Caltrans, and the City of Colton.

On May 3, 2012, seven (7) proposals were received and were distributed to members of the Committee. Each Committee member reviewed, scored, and ranked all seven proposals based on three criteria:

1. Qualifications and related experience.
2. Proposed staffing and project organization.
3. Project understanding and approach.

On May 14, 2012, the Committee met, discussed the proposals and tabulated the scores. Each Committee member provided their scores and briefly discussed the rationale used in scoring the proposals. After all scores were added and verified, the Committee shortlisted the top four ranked firms, which are listed below in alphabetical order:

1. HNTB Corporation
2. RBF Consulting
3. T Y Lin
4. TranSystems Corporation

On May 21, 2012, the Committee interviewed the four shortlisted firms. Each firm was allotted approximately 60 minutes to make a presentation and to answer six questions related to: leadership, managerial skills, and experience of the Project Manager; understanding of the purpose and need statement of the Project; firms' work plan for the first ninety days; knowledge/experience in the processing and approval of design changes; experience in obtaining modified access approval from Caltrans and the Federal Highway Administration (FHWA); and Project Manager's experience in managing and delivering lump sum contracts. Each Committee member scored the firms based on the presentations and responses to the six questions. At the conclusion of the interview, all scores were added and verified, and TranSystems was chosen by the Committee as the top ranked firm. The Committee members determined that TranSystems is the most qualified firm to prepare the Project Report and Environmental Document for the Project, for the following main reasons:

1. The capabilities and experience of the proposed TranSystems Project Manager, including his most recent performance on other SANBAG projects.
2. The TranSystems team demonstrated better understanding and experience in managing and delivering lump sum contracts.
3. The TranSystems team demonstrated knowledge and understanding of the project issues based on recent work completed on the I-215 corridor.

In accordance with SANBAG's Contracting and Procurement Policy 11000, and to comply with the Code of Federal Regulations (CFR), a qualification-based evaluation was conducted by the Committee, and price proposals were not factored into the final selection process. However, Staff did perform an Independent Cost Estimate (ICE) to verify TranSystem's price. The lump sum amount of \$2,890,365.40 for the subject contract C12214 is consistent with the ICE that was completed by staff.

Staff is recommending the award of Professional Services Contract No. C12214 to TranSystems Corporation for the preparation of PA&ED and an option for the preparation of PS&E for the I-215 Mount Vernon-Washington Interchange Improvement Project, for a lump sum amount of \$2,890,365.40. As partial security against any potential inability of TranSystems to perform, a 5% retention clause was included in Contract No. C12214. Execution of this contract would insure timely commencement of the PA&ED phase, which is consistent with the 10-Year Delivery Plan that was adopted by the Board in January 2012. The table below summarizes the current project schedule:

Environmental Approved	July 2014
Design Approved & R/W Certified	July 2016
Start Construction	September 2016
End Construction	September 2018

Financial Impact: This item is consistent with the adopted SANBAG fiscal year 2012/2013 budget. Funding for this contract is provided under Task No. 0845. The funding source is MSI 1990-Valley Fund-Major Projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 19, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and contract as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 12214 Amendment No. _____

By and Between

San Bernardino Associated Governments and TranSystems

Contract Description I-215 Mount Vernon-Washington, PA&ED Services with an option for PS&E

Board of Director's Meeting Date: August 1, 2012
Overview of BOD Action: Approve Professional Services Agreement C12214 with TranSystems for the preparation of PA&ED and an option for PS&E

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	2,890,365.40	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	\$	2,890,365.40	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 2,890,365.40

Contract Start Date 8/1/2012	Current Contract Expiration Date 6/30/2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0845.
 A Budget Amendment is required.
 How are we funding current FY? MSI 1990-Valley Fund-Major Projects

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the **Overall** Funding for the duration of the Contract:
 Federal, State, and Measure I
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % 5.
 Disadvantaged Business Enterprise (DBE) Goal _____ %
 Underutilized DBE (UDBE) Goal _____ %

<u>Garry Choe</u> Task Manager (Print Name)	<u>Sung Che</u> 7-5-12 Signature Date
<u>KHALIL SABA</u> Project Manager (Print Name)	<u>[Signature]</u> 7-5-12 Signature Date
<u>Jeffery Hill</u> Contracts Administrator (Print Name)	<u>[Signature]</u> 7/9/12 Signature Date
<u>WILLIAM S. [Signature]</u> Chief Financial Officer (Print Name)	<u>[Signature]</u> 7/9/12 Signature Date

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7/9/12

ATTACHMENT "A"

Scope of Services

By and between
San Bernardino County Transportation Authority

And

TranSystems Corporation

For

**PREPARATION OF PRELIMINARY ENGINEERING &
ENVIRONMENTAL DOCUMENT WITH AN OPTION FOR THE
PREPARATION OF PLANS, SPECIFICATIONS, & ESTIMATE (PS&E)
FOR INTERSTATE 215 (I-215)/ MOUNT VERNON-WASHINGTON
INTERCHANGE IMPROVEMENT PROJECT**

Within
San Bernardino County, California

Contract No. C12214

Scope of Services

OVERVIEW

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority (AUTHORITY), will utilize the services of TranSystems Corporation (CONSULTANT) to prepare the Environmental Document and Project Report for the Interstate 215 (I-215)/Mount Vernon-Washington Interchange Improvement Project (Project) within the County of San Bernardino. Coordination between AUTHORITY, CONSULTANT, California Department of Transportation (Caltrans), and other local agencies will be accomplished through the AUTHORITY Director of Project Delivery or his designee.

The AUTHORITY Director of Project Delivery is Garry Cohoe.

The AUTHORITY Project Manager for this contract shall be:

Khalil Saba
Project Delivery Manager

CONSULTANT will be required to perform all professional and technical services necessary to prepare the Environmental Document and Project Report.

Project Description, Location, and Scope

The I-215/Mount Vernon-Washington Interchange Improvement Project will reconstruct the interchange in order to improve operation, increase capacity, and reduce congestion, thereby providing adequate access to and from facilities served by the interchange. The Project site is located within the City of Colton. In addition to the no-build alternative, two build alternatives are currently being considered which would replace the existing interchange with either a Type L-6/L-7 or a modified Type L-8 interchange configuration.

Caltrans is the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance. Engineering Services are anticipated to include preliminary engineering, preparation of Geometric Approval Drawings (GADs), preparation of a Draft Project Report, and preparation of a Final Project Report. Environmental Services are anticipated to include environmental studies, consultation with resource agencies, and preparation of an environmental document to satisfy requirements of both CEQA and NEPA. SANBAG Sales Tax Measure I funds will be used to cover the cost of the preparation of the Project Report and Environmental Document. Future project phases, including construction, are anticipated to be funded from a variety of local, state, and Federal sources.

Alternative 1 (No Build Alternative): This alternative would not reconstruct or improve the existing facility.

Alternative 2 (Type L-6/L-7): This alternative would reconstruct and improve the existing interchange in an L-6/L-7 configuration. Improvements proposed under Alternative 2 consist of the construction of new southbound entrance and exit ramps at the northwest quadrant, in a Type L-7 configuration. In the northbound direction at the northeast quadrant, hook entrance and exit ramps are to be constructed to connect to Washington Street, in a Type L-6 configuration. A new overcrossing structure is to be constructed to accommodate three through lanes in each direction

and dual back-to-back left turns. Retaining walls would be built at various locations. Washington Street and Mount Vernon Avenue are to be realigned and widened from two lanes to three lanes in each direction. Alternative 2 will impact an area west of I-215 that extends from just north of the intersection of Centre Pointe Drive and Mount Vernon Avenue (north) to the intersection of Theater Road and Washington Street west of I-215. East of I-215 the project will impact an area that extends to eastern limit of the Courtyard Shopping Center along Washington Street and approximately one half mile south of the exiting northbound off-ramp on Mount Vernon Avenue (south). The footprint of this alternative utilizes the existing right-of-way, but does require additional right-of-way north of the existing overcrossing. These areas are needed for the northbound hook ramps and the southbound exit ramp. The existing northbound slip ramp from Washington Street would be eliminated under this alternative.

Alternative 3 (Modified Type L-8): This alternative would reconstruct and improve the existing interchange in a modified Type L-8 configuration. Under Alternative 3, the northbound exit and southbound entrance ramps would terminate at the southern leg of the intersection of Mount Vernon and Washington Street to create a four-leg, signalized intersection. The southbound exit ramp and northbound entrance ramp would form a four-leg signalized intersection at Washington Street east of I-215. Mount Vernon Avenue (south) would complete this four-leg intersection as the southern leg. An overcrossing would be constructed along an alignment approximately parallel to and north of the existing Washington Street overcrossing. Two additional structures would be required: one for the southbound exit ramp to cross over I-215; and the second for the northbound exit ramp to cross I-215 south of the new Washington Street overcrossing. Similar to Alternative 2, Alternative 3 will impact an area west of I-215 that extends from just north of the intersection of Center Pointe Drive and Mount Vernon Avenue (North) to the intersection of RV Center Drive and Washington Street west of I-215. East of I-215 the project will impact an area that extends to the eastern limit of the Courtyard Shopping Center along Washington Street and approximately one quarter mile south of the exiting northbound I-215 off-ramp on Mount Vernon Avenue (south). The existing northbound diagonal ramp from Washington Street would be eliminated under this alternative.

APPLICABLE STANDARDS

All documents shall be prepared in accordance with current AUTHORITY, Caltrans, and San Bernardino County (County) regulations, policies, procedures, manuals, and standards where applicable.

SERVICES PERFORMED BY CONSULTANT

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT Services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the project.

General Description of Required Services

- A. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by CONSULTANT for the Project. CONSULTANT shall independently check and identify the engineer and checker for all such material prior to any submittal. The plans, concepts, reports, and

documentation will be reviewed by AUTHORITY, and/or AUTHORITY's designee for peer reviews, overall project consistency, and verification of implementation of CONSULTANT Quality Assurance/Quality Control process. CONSULTANT is subject to audits by AUTHORITY or AUTHORITY's designee for implementation of a Quality Assurance/Quality Control process.

- B. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to AUTHORITY. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.
- C. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- D. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- E. CONSULTANT shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with the terms and conditions of this Contract.
- F. At the completion of this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to AUTHORITY who will then forward said files to CALTRANS. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- G. CONSULTANT shall submit all final plans and reports on CD using file format acceptable to AUTHORITY. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal.
- H. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans.
- I. In the event that non-standard features are necessary, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following AUTHORITY directions.
- J. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify AUTHORITY immediately.
- K. CONSULTANT shall coordinate with all agencies involved or potentially impacted by the Project. CONSULTANT shall inform AUTHORITY prior to all contacts, meetings, and

correspondence. CONSULTANT shall also be required to coordinate activities with adjacent projects.

- L. CONSULTANT shall implement and comply with the SANBAG Quality Assurance procedures. Copy of these procedures is available on the SANBAG internet website: www.sanbag.ca.gov under "Bids, RFPs and RFQ".

SCOPE OF SERVICES

TranSystems will provide AUTHORITY with professional services required for the preparation of documents for the Project Approval and Environmental Documentation (PA/ED) Phase for the I-215/Mount Vernon-Washington Interchange Improvement Project. The duration for this scope of work is anticipated to be no more than 27 months. Specific scope items and deliverables are documented in the following sections. Additional review cycles and/or deliverables resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or requirements, or changes in the two build alternatives will be considered as additional scope and may require budget augment.

TASK 1.0 - PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

TranSystems will provide overall day-to-day management of the project. All services will be performed in accordance with current Caltrans Manuals, and directives. TranSystems will provide project management services, consisting of the following activities:

Task 1.1 – Coordination/Administration

TranSystems will provide overall execution and financial management of the project, including AUTHORITY and Caltrans coordination, coordination with local, state, and federal regulatory agencies, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting project meetings for a period of 27 months only. TranSystems will meet with affected parties; discuss/resolve issues pertinent to the analysis, design, and potential impacts of the project; and obtain direction for the study for a period of 27 months only.

TranSystems will execute subcontracts with subconsultants and direct their work. Prime contract terms and conditions will be incorporated into the subcontract agreements. TranSystems will be the primary contact for the AUTHORITY.

The TranSystems Project Manager will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of AUTHORITY and Caltrans. TranSystems will coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the project. Over the course of the project, numerous meetings will be required to advance the project to PA/ED approval. It is assumed there will be three meetings per month during the duration of this contract (including the monthly PDT meeting). TranSystems will prepare and distribute agendas prior to the meetings. TranSystems will prepare meeting minutes and distribute them within five working days after the meetings. Types of meetings include:

- ***Kick-off Meeting:*** TranSystems will organize and run Kick-off Meeting with Caltrans, AUTHORITY, and project stakeholders as required. TranSystems will participate in a maximum of one (1) meeting.

- **Monthly Project Development Team (PDT) Meetings:** TranSystems will organize and run monthly PDT meetings with Caltrans, AUTHORITY, and project stakeholders as required. TranSystems will participate in a maximum of 27 meetings.
- **Resource Agency Task Specific Meetings:** TranSystems will organize and run resource agency coordination meetings related to approval of the environmental technical studies and the environmental document, including meetings with USACE, USFWS, CDFG, SBCFCD, and others as needed.
- **Technical Workshop Meetings:** TranSystems will prepare for, coordinate and attend technical focus meetings with Caltrans, AUTHORITY, and other stakeholders. Meeting will include public workshops, public hearings, and AUTHORITY meetings, etc.
- **Policy Working Group Meetings:** TranSystems will prepare for, coordinate and attend policy working group meetings with Caltrans, AUTHORITY and other stakeholders.

Resource Agency/Technical Workshop/Policy Working Group Meetings will be held to discuss technical issues with specific agencies. TranSystems will participate in a maximum of 27 meetings and will bring progress plans as appropriate. No special presentation materials will be prepared. Internal project team task-specific meetings will be held as necessary to coordinate environmental and design activities, review assignments and progress, and identify issues to be resolved.

TranSystems will follow a uniform filing system and will maintain complete project files on an ongoing basis. TranSystems will maintain all required records/documents for at least three years after the AUTHORITY makes final payment and all pending matters are closed.

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of progress plans

Task 1.2 – Schedules/Project Controls

TranSystems will develop, maintain and implement the Work Plan and Project Schedules on an ongoing basis, with input from the AUTHORITY. The Work Plan and Project Schedule will be maintained and implemented throughout the PA/ED phase of the project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The scheduled review times by Caltrans and resource agencies must be reasonable and have concurrence of the reviewers. TranSystems will prepare a detailed schedule and the AUTHORITY will closely monitor the execution and implementation of the schedule. The overall schedule will be updated, at a minimum, on a monthly basis and distributed to PDT members at least one week prior to the PDT meeting. TranSystems will use Microsoft Project software, which adequately identifies the critical path and floats on tasks. The scheduling requirements for the project are to be considered and documented for a period of 27 months.

Fifteen (15) days after notice-to-proceed, TranSystems will prepare the Project Master Schedule (PMS) for the technical studies, IS/EA, and PR. The schedule will be prepared using the Critical Path Method, and, at a minimum, the schedule will be consistent with the tasks that have been laid out in this scope of work. Inclusions of additional critical path items are to be added as necessary. The PMS will reflect the various levels of reviews for the draft and final environmental documents. Caltrans will require 20 working day review periods for major

deliverables. The PMS will include:

- Project milestones and delivery of intermediate project deliverables
- Reviews for the draft and final environmental documents and intermediate project deliverables by AUTHORITY, Caltrans, and City of Colton
- Work items of agencies and other third-parties that may affect or be affected by the TranSystems team's activities.

The PMS will be prepared to include the data for the total project and the critical path will be identified. The order sequence and interdependence of significant work items will be reflected on the PMS.

The following list of tasks will be used to develop the Project Master Schedule:

- Task 1.0 – Project Management/Coordination/Administration
- Task 2.0 – Engineering Development
- Task 3.0 – Project Report Preparation
- Task 4.0 – Environmental Development

TranSystems will submit a copy of the PMS to the AUTHORITY Project Manager for review and approval and a copy to Caltrans for information.

Deliverables:

- Project Master Schedule

Task 1.3 – Progress Reports

TranSystems will submit a progress payment invoice to the AUTHORITY for services completed on a monthly basis. The invoice will be detailed so it can be verified and approved by the AUTHORITY on a timely basis. If TranSystems fails to submit the required deliverable items according to the agreed schedule set at start of the project, the AUTHORITY will have the right to delay payment until the required information is received.

TranSystems will track the actual progress relative to the PMS and ensure that all significant completion dates of the project are being met.

At the end of each month, TranSystems will report the progress of the work. Progress will be based on physical percent complete, such as the number of drawings or deliverable completed or estimated progress toward completion. Progress payments will be based upon percent complete of the major tasks identified.

TranSystems will submit one copy of a monthly progress report to the AUTHORITY Project Manager consisting of a written narrative and an updated bar-chart format of the PMS.

The narrative portion of the monthly progress report will describe the overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

The initial PMS referenced in Task 1.2, as agreed to by AUTHORITY, will become the project target. The target schedule will be displayed on the updated PMS.

Deliverables:

- Monthly Progress Report
- Monthly Invoice

Task 1.4 – Quality Assurance/Quality Control Plan

TranSystems will develop, maintain and implement a Quality Management Plan. TranSystems will develop a project specific Quality Assurance/Quality Control (QA/QC) Plan for the AUTHORITY's review and approval. An independent TranSystems QA/QC manager will perform QA/QC tasks. All comments and/or corrective actions proposed as part of the QA/QC will be transmitted to the AUTHORITY immediately along with the corrective actions to be employed.

Deliverables:

- QA/QC Plan

Task 1.5 – Project Management Plan

TranSystems will provide a Project Management Plan (PMP) for the project. TranSystems will submit a copy of the plan to the AUTHORITY for review and concurrence within 30 days of receiving Notice to Proceed (NTP). The Project Management Plan will consist of the following activities:

- ***Work Plan and Project Schedule:*** Developed as described under Task 1.2.
- ***Quality Management Plan:*** Developed as described under Task 1.4.
- ***Risk Management Plan:*** TranSystems will develop, maintain and implement a Risk Management Plan.

Deliverables:

- Project Management Plan including Work Plan, Project Schedules, and Quality Management Plan

TASK 2.0 – ENGINEERING DEVELOPMENT

Activities consist of the development of engineering plans to support the evaluation of the I-215/Mount Vernon-Washington Interchange Improvement Project Build Alternatives within the Draft Project Report and Draft IS/EA. Task 2 and Task 3 have been developed assuming that two build alternatives will be carried forward in the PA/ED phase, which will be reviewed and approved by Caltrans and documented in the Project Report. No additional alternatives are assumed.

Task 2.1 – Data Collection/Permit Applications

TranSystems will review information assembled and developed during the Project Initiation Document (PID) phase. TranSystems will conduct research and gather updated plans and project related information including project plans from recent and ongoing developments within the project area. TranSystems will conduct research of relevant land and survey records to locate all necessary survey and land ownership records required to complete field survey and for analysis, determination, an delineation of the existing land-net.

TranSystems will collect the aforementioned and other pertinent information including

encroachment permits from AUTHORITY, Caltrans and local jurisdictions, and perform field reconnaissance when necessary. This will include the following available information, but not limited to:

- PSR/PDS for the I-215/Mount Vernon-Washington Interchange (EA 0M630K)
- Preliminary Environmental Analysis Report (PEAR) used to support the PSR/PDS
- Any preliminary technical studies used to support the PEAR
- Recent traffic counts (AUTHORITY, Caltrans, and City of Colton)
- Aerials and photogrammetry of project area
- Preliminary project plans/profiles
- Existing roadway geometrics and intersection configuration
- Any other information/documentation used to support the PSR/PDS
- As-Built plans from Caltrans District 8 and the City of Colton

Deliverables:

- Updated land and survey records

Task 2.2 – Field Surveys

Horizontal and Vertical Control: Horizontal and vertical control research will be conducted with Caltrans District 8 in order to obtain available horizontal and vertical control currently being utilized for various I-215 corridor projects. This Caltrans control will be the primary control utilized for the project. Additional horizontal and vertical control will be established to support the right of way base map and supplemental surveys defined herein.

Aerial Surveys and Mapping: Aerial mapping will be provided by others. No aerial mapping is included within this scope of work.

As-Built Centerline Surveys: The existing survey centerline of the Interstate 215 will be researched with Caltrans District 8. It is assumed that this centerline has been surveyed for the existing 215 corridor work and will be available for this project. This centerline will be obtained and field verified. A survey centerline alignment will be provided in a Microstation and InRoads v8 format.

Pavement Surveys: Conventional survey methods will be utilized to perform supplemental topographic and pavement surveys requested by the design team. These surveys may include the edge of pavement and concrete, top of curb, flowline, walks, striping, signs, bridge clearances and other surface visible features within the project area.

The topographic survey information will be downloaded, processed and plotted at a scale of 1"=50' and incorporated with the aerial mapping obtained. The final data will be delivered in a Microstation v8 format.

For the purposes of this cost estimate, five 8-hour 2-man field crew days has been included along with associated office and management hours.

Deliverables:

- Topographic and Centerline survey data in Microstation and InRoads v8 format

- PDF copies of survey field notes, sketches and photographs

Task 2.3 – Geometric Development

TranSystems will conduct a review of the PSR-PDS alternatives, prepare new alternatives, and facilitate the selection of the two alternatives that will be carried forward in the PA/ED phase. The TranSystems team will develop and evaluate alternatives (up to a total of six) to address the operational deficiencies of the project study area, including the benefits and impacts of the proposed improvements for each alternative. Alternatives will consider improvements ranging from on- and off-ramp widening to interchange reconfiguration/reconstruction. At the conclusion of this evaluation, two alternatives will be carried forward for further development and analysis.

TranSystems will develop layout plans and profiles to be carried forward in the Draft PR and Draft IS/EA. Geometric layout plans will be developed based on English design standards as defined in Caltrans Highway Design Manual, latest edition. Lane, shoulder, and right-of-way widths will be labeled. Profiles will be developed at overcrossing locations as a component of the build alternatives carried forward in the IS/EA.

- **Typical Section Design:** TranSystems will refine, provide enhanced detail and adjust the typical sections for freeway, ramps and arterial road improvements for the build alternatives. Original ground, traveled way, shoulders, cut/fill slopes and existing/proposed right-of-way will be shown on the typical sections.
- **Horizontal Alignment Design:** TranSystems will refine, provide enhanced detail and adjust the horizontal geometric design for the build alternatives. Geometric design data and key project features will be depicted. Lane configurations and widths, tapers and turn pockets will be designed, checked and adjusted as necessary. TranSystems will develop preliminary pavement delineation to aid in the analysis of the alternatives.
- **Vertical Alignment Design:** TranSystems will refine, provide enhanced detail and adjust the profile design for ramp and arterial road improvements for the build alternatives. Original ground, profile grade and geometric data including design speed data will be annotated on the sheets. Vertical clearances for all structures will be verified and documented.
- **Superelevation Design:** TranSystems will refine, provide enhance detail and adjust superelevation designs for ramp and arterial road improvements for the build alternatives. Original ground, profile grade and geometric data including design speed data will be annotated on the sheets.
- **Grading Design:** TranSystems will prepare grading designs for the build alternatives. The grading design will aid in the development of the project footprint, project cost, retaining wall locations, adherence to slope standards, Right-of-Way requirements, drainage design and calculation of direct/indirect project impacts.
- **Geometric Approval Drawings (GAD):** TranSystems will attend a GAD scoping meeting with Caltrans prior to Final GAD submittal to coordinate any project specific features related to operational analysis or to roadway geometrics. TranSystems will complete the Final GAD for the preferred alternative only.

TranSystems will work with Caltrans, AUTHORITY, and City of Colton to obtain geometric approval of the two build alternatives. Comments received from the submittal of the geometric plans will be reviewed and incorporated as required for final approval.

It is assumed that geometrics will be prepared for two build alternatives, where the basis for these alternatives will be the alternatives presented in the approved PSR-PDS. Profiles are assumed to be provided for ramp realignments and for new overcrossings only. No mainline profiles are assumed. Grading design for each alternative will be completed. Title sheet, typical sections, key map, layout plans, and profiles/superelevation sheets will be developed.

It is assumed that 26 half-size sheets (scale: 1"=100') and one full-size sheet (scale: 1"=100') will be developed for each build alternative.

Deliverables:

- Draft Geometric Approval Drawing (Full-Size, scale: 1"=100') (10 copies)
- Final Geometric Approval Drawing (Full-Size, scale: 1"=100') (10 copies)
- Geometric Plans (title sheet, typical sections, key map, layout plans, and profiles/superelevation, Half-size, scale 1"=100') (10 copies)

Task 2.4 – Fact Sheets (Mandatory and Advisory)

TranSystems will complete the Design Information Bulletin 78 Checklist to determine document non-standard features. Fact Sheets will be prepared to document non-standard features within the two build alternatives. The consideration of non-standard features will be closely coordinated with Caltrans to assure acceptability and compliance with state and federal requirements.

The Fact Sheets will be submitted to AUTHORITY and Caltrans for review and comment.

This scope of work assumes documentation of 50 exception locations between the mandatory and advisory fact sheets. It is assumed that no supplemental fact sheets will be prepared as a part of the PA/ED phase for the project.

Deliverables:

- Design Information Bulletin (DIB) 78 Checklist
- Mandatory Fact Sheets (20 copies)
- Advisory Fact Sheets (20 copies)

Task 2.5 – Construction Staging/Traffic Handling

TranSystems will develop a construction staging concept for the two project build alternatives carried forward in the Draft and Final PR/IS/EA. The concepts will verify constructability and feasibility of traffic handling for the two alternatives. The design will show the sequence of operations, work to be performed, materials to be used, and the routes to be utilized by traffic during each construction phase. The plans will also show long term closures of lanes and ramps, detours, and the number of traffic lanes available for public traffic. The TranSystems team shall make sure that the existing mainline capacity will be maintained during construction of the build alternative. Detour concepts that will minimize disruption and impacts to adjacent residents and businesses will be included in the construction staging and traffic handling concept. A maximum of four stages of construction is assumed for each build alternative.

Deliverables:

- Construction Staging/Traffic Handling Concepts (Half-size, scale: 1"=200')

Task 2.6 – Structures Advance Planning Studies/Structure Preliminary Geotechnical Reports

STRUCTURES ADVANCED PLANNING STUDIES

The TranSystems team will prepare structures Advance Planning Studies (APS) for the overcrossing structure alternatives and for the special retaining wall design along Mount Vernon east of I-215. TranSystems will complete the development, review, approval and distribution of the APS. The activities include:

- Prepare Preliminary Structures Design
- Prepare Preliminary Plan Sheets
- Prepare Structures Preliminary Hydraulics Report (PHR)
- Prepare Structures Preliminary Architectural and Aesthetics Report (PAAR)
- Prepare Structures Preliminary Maintenance Report (PMR)
- Prepare Preliminary Quantities
- Prepare Preliminary Estimate
- Prepare Structures APS package
- Perform Constructability Review (CR) of the APS package

The APS will be prepared in accordance with Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide and Memo to Designers guidelines and procedures. Bridge types to be evaluated include:

- Prestressed Precast Concrete Box Beams
- Prestressed Precast Concrete AASHTO Girder
- Steel built-up Beams

The task will include the preparation of preliminary structures design, preliminary architectural and aesthetics report (PAAR), preliminary quantities and estimates, and constructability review (CR) of the APS package. The APS submittal shall compare alternative design solutions and shall be based on field inspection to identify critical clearances and evaluate existing conditions.

Assumptions:

- An APS for each of the 4 bridges (one for Alt 2 and three for Alt 3) are assumed. Additional APS for special design retaining wall is assumed as Alt 2 shows realignment of Mount Vernon into the existing slope.
- Aesthetic design support is provided as part of the bridge APS submittals
- Standard railings are assumed within aesthetic budget

STRUCTURES PRELIMINARY GEOTECHNICAL REPORTS

TranSystems will complete a SPGR for each of the structures and any special design retaining walls required. The SPGR is used to document existing foundation conditions, make preliminary foundation recommendations, and identify the need for additional investigations and studies. The SPGR will provide the following:

- Project Location
- Summary of Site Geology and Subsurface Conditions
- Corrosion Evaluation

- Preliminary seismic data and recommendations
- As-Built Foundation Data
- Preliminary Foundation Recommendations

The TranSystems team will complete the following tasks: (1) collect and review available geotechnical and geological information; (2) review as-built LOTB's; (3) geotechnical assessment of foundation types; and, (4) prepare five Structure Preliminary Geotechnical Reports (SPGR's). The SPGR's for the proposed bridges will provide preliminary geotechnical and foundation information to support preliminary engineering, and the SPGR for the earth retaining walls will address the feasibility of various wall types. Corrosion assessment will be based on available information – no geotechnical investigation or laboratory testing will be conducted during the preliminary phase of the project and is not included in this scope of work.

Deliverables:

- APS
 - Plan, Elevation and Typical Section of the proposed structure
 - Advance Planning Study checklist
 - Design memo
 - Itemized cost Estimate for all bridge alternatives
 - Draft/ Final APS
- SPGR
 - Four (4) Draft and Final SPGR's for proposed bridge structures.
 - One (1) Draft and Final SPGR for special-design earth retaining walls.

Task 2.7 – Right-of-Way and Utility Identification

RIGHT-OF-WAY

The TranSystems team will analyze and research the right of way impacts of the proposed project build alternatives assessing any temporary and permanent easement and permanent fee impacts for up to (30) unique Assessor's Parcel Numbers. Up to three (3) alignment studies will be analyzed. This analysis and subsequent conclusions will be gathered for inclusion into the project's financial programming documents. Information ascertained from this analysis will be used to assist in the clarification of design concerns throughout the PA/ED phase of the project. Additionally, the identification of critical property acquisitions will influence program management decisions pertaining to the project delivery schedule, project financing, project risk management approaches and other significant factors.

Design Review and Project Team Coordination

This task involves 3 subtasks:

1. Ascertain all relevant design plans available for review of project impacts.
2. Coordinate with PDT to review impacts and confirm impact assumptions.
3. Continue coordination with design team as new findings are revealed throughout field research phase.

Field Research

This task involves 3 subtasks:

1. Individual field agent design review of assigned parcels. Individual meetings with appropriate team management ensue, as necessary to examine impacts and potential remediation possibilities.
2. Physical viewing of site, appropriate data recorded. Online data of individual properties incorporated into field research, where necessary.
3. Integration of field research into appropriate team cost estimating formats.

Property Analysis

This task involves 2 subtasks:

1. Field Agent and team Property Analysts meeting to discuss data and draw impact conclusions and property remediation strategies.
2. Reporting to Design Team of initial property impact conclusions. Opportunities provided to PDT for creative problem-solving either in design or property remediation strategies.

Caltrans Data Sheet Drafts

This task involves 2 subtasks:

1. Preparation of latest approved Caltrans Right of Way Data Sheet form, and draft per the standards and guidelines presented in the revised Caltrans Right of Way Manual.
2. Coordination with relevant Caltrans district representatives and/or design leads to address comments and recommendations.

UTILITIES

TranSystems will identify utility impacts associated with the two build alternatives developed in the Draft PR. TranSystems will utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility impacts. Notifications will be sent to all affected utility companies to request maps for all existing and proposed underground and overhead utilities. Field reviews will be completed to confirm locations of existing facilities and potential conflicts. Potholing will be conducted for up to forty (40) utility locations, which will be surveyed upon completion. Results of map searches, field reviews, and potholing will be included on utility plans for each alternative.

TranSystems will prepare a Utility Identification and Relocation Report for the proposed build alternatives, which will address impacts of existing and possibly future utilities. TranSystems will complete the following tasks:

- Compile plans, field notes, sketches, and survey and potholing results and plot all utilities on plans acceptable to Caltrans.
- Determine if existing utilities are in place under franchise or utility easements and obtain copies of easements.
- Coordinate with utility companies to develop conceptual relocation plans for each utility company that will include relocation cost estimates, relocation schedules and specifications.
- Prepare a Utility Conflict Map.

- Develop recommendations to avoid and minimize impacts.

The TranSystems team will meet with each utility company to verify that utilities have been plotted correctly. A preliminary determination of relocation requirements and responsibilities will be made based on franchise agreements or utility easements. Conceptual relocation plans will be developed for each alternative in order to develop relocation cost estimates and schedules. TranSystems will identify any potentially affected utilities which may be subject to the requirements of the California Public Utility Commission General Order 131-0.

Deliverables:

- Preliminary Right-of-Way Requirement Maps
- Caltrans Right of Way Data Sheets
- Supporting Right of Way Cost Estimates
- Utility Identification and Relocation Report for the build alternatives
- Utility Conflict Map for the build alternatives

Task 2.8 – Conceptual Drainage Plans

TranSystems will identify drainage impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts will be identified in coordination with Water Quality Best Management Practices. TranSystems will conduct field reconnaissance of the project to study the existing drainage facilities. Freeway drainage will be reviewed to assess the adequacy of the existing systems. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the cost estimates. TranSystems will coordinate with other agencies regarding their plans for drainage improvements affecting the project.

Freeway, County, and City drainage systems will be reviewed and the impacts of the proposed alternatives on these facilities will be studied.

Deliverables:

- Identification of major drainage improvements.
- Inclusion of drainage improvements in the build cost estimates.

Task 2.9 – Storm Water Data Report (SWDR)

The TranSystems team will develop a Storm Water Data Report (SWDR) to identify the selection and design of Best Management Practices (BMPs) for the two build alternatives per the latest version of the Caltrans’ Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG) in compliance with the Caltrans statewide NPDES permit. The SWDR will summarize the storm water quality issues of the project and each alternative. It is assumed that a Long Form SWDR will be prepared for this project. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the project will address temporary, permanent, and treatment BMPs for the project and each alternative.

Deliverables:

- Draft Long Form SWDR (10 copies)
- Final Long Form SWDR (10 copies)

Task 2.10 – Transportation Management Plan

TranSystems will establish TMP strategies and estimate their respective costs. This includes determining the feasibility of using surface streets for traffic diversion, and developing traffic handling plans with the project stakeholders. The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The TranSystems team will prepare the TMP for the two build alternatives in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP will identify methods for minimizing project-related traffic delays and accidents by implementing effective traffic handling practices.

Deliverables:

- Transportation Management Plan

Task 2.11 – Preliminary Geotechnical Design Report (PGDR)

All activities related to geotechnical and seismic analysis for use in the Environmental Document will be addressed and a Preliminary Geotechnical Design Report (PGDR) will be prepared. The PGDR will be prepared in accordance with Caltrans Geotechnical Design Guidelines and will include:

- Physical setting
- Geotechnical and seismic investigation
- Available field exploration and laboratory test results
- Proposed bridge and retaining wall locations
- Lithology/subsurface soils
- Surface and groundwater conditions
- Dynamic analysis
- Material resources
- Cut and fill slopes
- Embankment settlements and waiting period
- Earthwork grading, remediation and construction considerations

In support of the environmental document, a transmittal memo will be prepared outlining study results, potential significance of impacts and significance criteria, proposed mitigation measures and mitigation effectiveness evaluation. A separate abstract will also be prepared for inclusion in the Environmental Document.

The TranSystems team will complete the following tasks: (1) collect and review available geotechnical and geological information; (2) review as-built LOTB's (3) site reconnaissance to observe physical and geological conditions; (4) review aerial photographs; (5) perform preliminary assessment of embankment settlement and stability; and, (6) prepare a Preliminary Geotechnical Design Report (PGDR). Invasive geotechnical investigations (i.e. trenching, boreholes, etc.) and laboratory testing is not included in this scope of work.

Deliverables:

- Draft Preliminary Geotechnical Design Report (10 copies)
- Final Preliminary Geotechnical Design Report (10 copies and 1 original)

Task 2.12 – Preliminary Materials Report

The TranSystems team will complete the following tasks: (1) review available as-built freeway and interchange plans; (2) develop preliminary pavement structural sections; (3) prepare a Preliminary Materials Report.

Deliverables:

- Draft Preliminary Materials Report (10 copies)
- Final Preliminary Materials Report (10 copies and 1 original)

Task 2.13 – Life Cycle Cost Analysis

TranSystems will perform a Life Cycle Cost Analysis (LCCA) for various pavement alternatives in accordance with the Caltrans Life Cycle Cost Analysis Procedures Manual. Generally, Caltrans LCCA for new sections and widening will be based on 20- or 40-year designs and may consider various pavement material types in the analysis. For rehabilitation alternatives a 10-year design life will be selected. TranSystems will use truck traffic data and volumes provided by Caltrans based on their most recent traffic count study for the areas within the project limits to calculate anticipated user costs.

Ten (10) copies of the Draft and Updated Draft LCCA Reports will be provided for review and comment. Once final round comments are provided, ten (10) copies and one original of the Final LCCA Report will be prepared and provided.

Deliverables:

- Draft Life Cycle Cost Analysis Report (10 copies)
- Final Life Cycle Cost Analysis Report (10 copies and 1 original)

Task 2.14 – Cost Estimates

Based on the preliminary engineering plans and the structure cost estimates described above, PR-level cost estimates will be prepared for two alternatives. The estimates will be in Caltrans estimate format using escalation factors.

Deliverables:

- Cost Estimate for two build alternatives (included in Draft and Final PR)

Task 2.15 – Highway Planting Design Concepts

Highway planting design concepts will be prepared based on the I-215 Corridor Master Planting Plan and would comply with the Caltrans Plant Setback and Spacing Guide. Highway planting concept drawings will address mitigation planting, new planting, and replacement planting, as well as maintenance vehicle pullouts, maintenance access drives, and hardscape treatments such as rock blankets and gravels. Planting designs will use context sensitive solutions to achieve the goals of the I-215 Corridor Planting Master Plan and will take into consideration proposed treatment BMPs in order to provide a consistent and cohesive design.

A Design Intent Statement will be prepared to discuss the proposed planting concept and purpose for planting and irrigation, and would address the following topics as appropriate:

- Planting to satisfy environmental mitigation requirements.
- Replacement, restoration and rehabilitation of existing vegetation.

- Planting to discourage graffiti on noise barriers.
- Erosion control and storm water pollution prevention.
- Aesthetic integration with the surrounding environment.
- Incorporation of feedback from the local community and stakeholders.
- Compliment significant visual or scenic resources.
- Water conservation through use of drought tolerant plants.
- Irrigation system concept.

Deliverables:

- Highway Planting Concept Plan for each build alternative (Full-size, scale: 1"=200')
- Design Intent Statement

TASK 3.0 – PROJECT REPORT PREPARATION

This task will involve the preparation of the Draft and Final Project Reports and any needed engineering exhibits for the IS/EA under concurrent preparation.

Task 3.1 – Administrative Draft Project Report

TranSystems will develop the Administrative Draft Project Report (PR) documenting the engineering evaluation of the proposed alternatives in accordance with the Caltrans Project Development Procedures Manual (PDPM). The Administrative Draft PR will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered.

The Administrative Draft PR will be submitted for AUTHORITY, Caltrans, and City of Colton for review and comment.

Deliverables:

- Administrative Draft PR (50 copies)

Task 3.2 – Draft Project Report

Upon receipt of AUTHORITY, Caltrans, and City of Colton review comments on the Administrative Draft PR and after adequate time to develop response actions, a meeting will be held with the agencies and TranSystems to discuss the comments and the appropriate action to be taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. The resubmittal of the Draft Project Report to Caltrans and AUTHORITY following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the draft PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Draft PR (Original and 50 copies)

Task 3.3 – Draft Modified Access Report

The Modified Access Report (MAR) will be prepared in accordance with FHWA and Caltrans guidelines to document the modification of the interchange ramps. It is assumed that the information required for the preparation of the Draft PR will be used in the development of the

Draft MAR. The only additional information assumed to be developed specifically for the Draft MAR are a safety analysis and conceptual sign plan. The Draft MAR will be submitted for AUTHORITY, Caltrans, and FHWA review and comment. FHWA will provide a Finding of Acceptability for the MAR prior to circulation of the Draft IS/EA.

Deliverables:

- Draft MAR (10 copies)
- Conceptual plans of major freeway signage supporting each alternative

Task 3.4 – Administrative Final Project Report

After circulation of the Draft IS/EA and concurrent with the preparation of the Final IS/EA, TranSystems will prepare a Final PR which includes the recommendation of the Preferred Alternative. The report will review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

Deliverables:

- Administrative Final PR (50 copies)

Task 3.5 – Final Project Report

Upon receipt of AUTHORITY, Caltrans, and City of Colton review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held with the agencies and TranSystems to discuss the comments and the appropriate action to take. The resubmittal of the Final PR to Caltrans and AUTHORITY following the incorporation of these comments is expected to be for concurrence only. No additional comments are assumed. Once concurrence has been reached on all outstanding issues, the Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

Deliverables:

- Final PR (Original and 50 copies)

Task 3.6 – Final Modified Access Report

Upon receipt of AUTHORITY, Caltrans, and FHWA review comments of the MAR and after adequate time to develop response actions, a meeting will be held with the agencies and TranSystems to discuss the comments and the appropriate action to take. The resubmittal of the MAR to Caltrans and AUTHORITY following the incorporation of these comments is expected to be for concurrence only. No additional comments are assumed. Once concurrence has been reached on all outstanding issues, the Final MAR will be signed by a Registered Civil Engineer and submitted to Caltrans and FHWA for final approval.

Deliverables:

- Final MAR (10 copies)

TASK 4.0 – ENVIRONMENTAL DEVELOPMENT

The activities will consist of the development of environmental studies to support the evaluation of the I-215/Mount Vernon-Washington Interchange Improvement Project's two Build Alternatives. The anticipated California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) document will be a draft and final Initial Study/Environmental Assessment (IS/EA), leading to a Mitigated Negative Declaration/Finding of No Significant Impact (MND/FONSI). The documents will be prepared in accordance with the Caltrans Standard

Environmental Reference (SER) and FHWA guidelines. If, throughout the course of the environmental studies, it is found that impacts cannot be mitigated to a level of less than significant or that the project may contribute to substantial public controversy, then a higher-level document would need to be prepared. The TranSystems team will coordinate with the AUTHORITY Project Manager and Caltrans at various stages in the environmental preparation process to determine if there is a need to elevate the CEQA and/or NEPA document. This assessment shall be done in the following phases: scoping, completion of technical studies, and release of draft environmental document.

The TranSystems team estimates preparation of two drafts of each technical study, and three drafts of the environmental document (DED) and of the final environmental document (FED). Additional review cycles resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or requirements, or changes in the two build alternatives will be considered as additional scope and may require budget augment.

Task 4.1 – Mapping for Environmental Studies

The TranSystems team will prepare study area maps to be used during the environmental analysis. The study area maps will be the basis for other environmental resource specific maps that will be prepared in conjunction with other environmental technical studies identified in this scope. The TranSystems team will obtain map layer files necessary for this task; map layer files will consist of aerial mapping data, topographic data, parcel data, environmental resource data, and design data. The project map files will consist of design data for current alternatives, existing, and proposed R/W boundaries, and a general environmental study boundary with environmental and jurisdictional boundaries.

The TranSystems team will develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and right-of-way, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations conducted by the TranSystems team.

Deliverables:

- Project Vicinity Map
- Project Location Map
- Project Study Map
- GIS mapping of environmental considerations/surveys consistent with Caltrans projection/coordinate system.

Task 4.2 – Public Informational Meeting

The TranSystems team will support the AUTHORITY Public Outreach Coordinator, Caltrans, and other Project Development Team (PDT) members to assist with providing an informational meeting and the appropriate public notices. Although not required for an IS/EA, to achieve a meaningful and constructive relationship with the local community, a preliminary public informational meeting will be held to answer initial questions from stakeholders and interested parties and introduce the project alternatives. The TranSystems team will support AUTHORITY's

public outreach in the preparation of the public notice for the informational meeting. It is assumed that AUTHORITY shall advertise it in a widely circulated newspaper and in a local Spanish newspaper. The TranSystems team shall coordinate with AUTHORITY and Caltrans to ensure that the notices are properly posted (e.g., newspaper, mass mailers, and State Clearinghouse). It is assumed that AUTHORITY will serve as the main point of contact with interested parties during the informational meeting process.

Deliverables:

- Public Notices for the Informational Meeting (preparation support)
- Agency letters/notifications
- Recap Report for Informational Meeting

Task 4.3 – Conduct Environmental Evaluation

Environmental analyses shall be prepared to meet CEQA and NEPA requirements, and in accordance with the most current Caltrans Standard Environmental Reference (SER) and FHWA guidelines. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts. As appropriate, the following studies, reports or evaluations shall be prepared in accordance with Caltrans' SER. The TranSystems team shall coordinate with Caltrans in determining the specific content and format requirements for the studies.

Task 4.3.1 – Area of Potential Effects (APE) Map

In consultation with Caltrans, the TranSystems team will develop an Area of Potential Effects (APE) map. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft (a scale of 1 inch = 200 ft is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed for the project. This proposal provides budget to prepare an APE map based on the first set of engineering plans provided. If engineering plans change once the APE map has been completed, a budget augment may be necessary. In addition, the budget anticipates no more than one in-person meeting with Caltrans staff regarding the APE map. This map will be reviewed by the AUTHORITY, if required, revised per their comments, and submitted to Caltrans for approval and signatures in conjunction with the Historic Property Survey Report (HPSR).

Deliverables:

- Draft and Final APE map for the Project (10 copies each)
- Approved APE for inclusion and delineating the analyses in the HPSR, ASR, and HRER

Task 4.3.2 – Preliminary/Baseline Traffic Analysis

This task will establish the traffic forecasts to be used in the analysis. With an anticipated project opening date of 2020 and the requirement to analyze conditions at least 20 years after opening, a forecast year of 2040 will be used. A Traffic Forecasting and Analysis Methodology

Memorandum will be prepared to document the development of forecast volumes, transportation system assumptions and traffic analysis techniques that will be applied in the operational analysis. The methodology memorandum will be presented to AUTHORITY, Caltrans, and the City of Colton for concurrence prior to initiation of travel demand forecasting or operational analysis work tasks.

Concurrent with the development of the methodology framework, a data collection plan will be developed which will include existing traffic count data for all study area intersections and arterial segments. Morning and evening peak period traffic counts will be conducted at study area intersections and 24-hour counts will be conducted for arterial segments. Count data for I-215 will be collected through PeMS and Caltrans count data sources. Field work will confirm circulation system geometry including lane widths and turn pocket storage lengths. Signal phasing and timing information will be obtained from responsible jurisdictions.

For the accident analysis section of the traffic study, the most recent three year accident history by type, as well as the comparable breakdown of the statewide average accident rates for similar facilities will be compiled (e.g., TASAS table B, C, and C[wet] data). Coordination with the Caltrans Traffic Studies/Safety branch will be carried out to obtain the necessary information.

Upon approval of the forecasting methodology, future forecasts will be prepared for the opening year (2020), which will address the requirements and study area for the Modified Access Report (MAR), and design year (2040) for No Build and the two build alternatives. The Traffic Forecast Volumes Report will include an Executive Summary and methodology used to develop future demand volumes; Average Daily Traffic (ADT) volumes for freeway mainline, ramps and roadway segments; AM/PM peak hour volumes for freeway mainlines, ramps, weaving sections, and intersections. Calculations of existing, design year No Build and design year Build vehicle miles travelled (VMT) and vehicles hours travelled (VHT) will be included for environmental analyses.

Deliverables:

- Traffic Forecasting and Analysis Methodology Memorandum
- Traffic Safety and Accident Analysis
- Draft/Final Traffic Forecast Volumes Report

Task 4.3.3 – Traffic Impact/Circulation Study

This task will analyze the potential impacts or beneficial effects of the build alternatives versus the No-Build throughout the study area. Levels of service will be prepared and summarized for ramp and local street intersections, arterial segments, ramps, mainline segments, merge/diverge locations and weave sections on I-215 adjacent to the Mount Vernon-Washington interchange. Operational analyses will be completed for existing conditions, opening year (2020) and design year (2040) for No Build and the two build alternatives. Based on the Caltrans Memorandum dated July 28, 2011 from Kelly Dunlap regarding the Sunnyvale West Neighborhood Association et al v. City of Sunnyvale, this scope of work assumes that the baseline conditions are the existing physical conditions in the affected project area as they exist at the time of environmental analysis. No “existing plus project” scenario will be modeled.

In order to allow for the evaluation of vehicle platoons and impacts of upstream and downstream intersections, Synchro analysis will be conducted for the existing, 2020 and 2040 conditions. The network will address the requirements of the MAR, be reviewed with City and Caltrans staff and

updated as appropriate to reflect current and projected future conditions. Caltrans and the City of Colton level of service standards will define operational standards for the circulation system. Intersection queuing analysis including ramp intersections will be performed along with LOS summaries and be presented in graphical and tabular format as appropriate. The queue length summaries will be presented for all turn pockets throughout the study area to evaluate potential turn storage impacts to through traffic.

The draft report will define project related impacts and recommend appropriate mitigation measures if necessary. The report will include an executive summary that summarizes the project alternatives and system operating characteristics under the existing, opening year and design year timeframes. The executive summary will serve as the basis for the circulation section of the Environmental Document. The draft report will be presented to the AUTHORITY, Caltrans, and the City, and comments incorporated into a final report that will be incorporated into the Environmental Document as appropriate. The Traffic Forecast Volumes Report will be incorporated into the Traffic/Circulation Impact Report.

Deliverables:

- Draft and Final Traffic/Circulation Impact Report for the Project (10 copies of draft, 10 copies of final, original of final)

Task 4.3.4 – Water Quality Assessment Report (WQAR)

The TranSystems team will prepare a WQAR for the project that follows the Caltrans November 2011 Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention Best Management Practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Deliverables:

- Water Quality Assessment Report (10 copies of draft, 10 copies of final, original of final)

Task 4.3.5 – Floodplain Evaluation Report

The TranSystems team will perform a floodplain evaluation in accordance with the requirements of Executive Order 11988 and CEQA guidelines. The TranSystems team will utilize the Floodplain Encroachment Evaluation Guideline, by reviewing the most recent Federal Emergency Management Agency (FEMA) Federal Insurance Rate maps of the Project area and identifying the limits of the base (100-year) floodplain and regulatory floodway.

The TranSystems team will prepare a Summary Floodplain Encroachment Report based on a Location Hydraulic Study. This scope of work presumes that the proposed alternatives will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is consistent with existing watershed and floodplain management programs. The report will discuss potential

impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Deliverables:

- Draft and Final Floodplain Evaluation Report (10 copies of draft, 10 copies of final, original of final)

Task 4.3.6 – Location Hydraulic Study

To assist in the evaluation of impacts of the Floodplain, Caltrans requires a Location Hydraulic study to be completed, which summarizes the results from hydraulic modeling. This report will include hydraulic modeling of pre- and post-project hydraulic conditions for construction within the flood plain and any proposed flood control improvements needed to mitigate water surface increases that may result from the proposed improvements. The report will include hydraulic modeling of pre- and post-project hydraulic conditions for construction within the flood plain and any proposed flood control improvements needed to mitigate water surface increase that may result from the proposed improvements. Hydraulic models used at this stage will be limited to a distance of 500 feet upstream and 500 feet downstream of proposed structure. This effort includes the following tasks:

Research and Data Collection: Research the available FEMA floodplain data, San Bernardino County Flood Control, City of Colton, and US Army Corps of Engineers data to identify any potential encroachments into existing mapped floodplains. This task includes requesting FEMA back-up technical data for the mapped floodplains. The task also includes field review of all culvert crossings. FEMA back-up data fees to be paid by AUTHORITY.

Base Map Preparation: Based on the results of Research and Data Collection, overlay the FEMA floodplain and any other available floodplain data on the project base maps. Determine locations of longitudinal encroachment on the mapped floodplains.

Alternatives Analysis: Prepare alternatives analysis for 2 alternatives which will be evaluated based on:

1. the risk associated with implementation of the action
2. the impacts on natural and beneficial floodplain values
3. the support of probable incompatible floodplain development
4. the measures to minimize floodplain impacts associated with the action
5. the measures to restore and preserve the natural and beneficial floodplain values impacted by the action
6. the practicability of alternative to any significant encroachment
7. the practicability of alternatives to any longitudinal encroachment.

Location Hydraulic Study: Prepare a Location Hydraulics Study summarizing Tasks 1-3. The Location Hydraulics Study will determine if there is a significant encroachment or impact to the base flooding. Also, Caltrans requires that there be no increases in Base Flood Elevations (BFEs) in areas with floodways.

Hydraulic Modeling Proposed Project: In order to better identify potential impacts to the

floodplain, preliminary hydraulic models of the effected watercourses will be analyzed immediately upstream and downstream of the proposed encroachments. This task assumes base modeling is available from FEMA, SBCFCD, or US Army Corps of Engineers.

Deliverables:

- Draft/Final Location Hydraulic Study (Included as part of the Floodplain Evaluation Report)

Task 4.3.7 – Noise Study Report (NSR)

The TranSystems team will address issues related to the traffic noise impact for use in the Environmental Document. A Noise Study Report will be prepared to analyze build and no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol requirements. Tasks to be completed include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.
- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Photographs of all noise meter locations will be included in the report. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.
- Use the Level of Service C/D volumes for the main lanes and the modeled 2040 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic capacity is assumed to be 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the environmental document to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Deliverables:

- Draft/Final NSR for the Project (10 copies of draft, 10 copies of final, original of final)

Task 4.3.8 – Noise Abatement Decision Report (NADR)

The TranSystems team will prepare a NADR following criteria described in the California Traffic Noise Protocol (CaTNAP) for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, the TranSystems team will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, sound wall surveys will be prepared for review by AUTHORITY and Caltrans for properties which would be affected by sound wall construction. The approved sound wall surveys will be mailed to homeowners during the public review period for the ED.

A Final NADR will be prepared that incorporates the results of the sound wall surveys and final determinations regarding reasonable and feasible walls.

Deliverables:

- Draft/Final Traffic Noise Abatement Decision Report (10 copies of draft, 10 copies of final, original of final)
- Draft and Final Soundwall Survey Summary (10 copies of draft, 10 copies of final, and original of final)

Task 4.3.9 – Community Impact Assessment (CIA)

The TranSystems team will complete the Community Impact Assessment in accordance with Caltrans Environmental Handbook, Volume 4 guidance. Tasks to be completed include:

- Perform ethnicity and economic studies to determine the characteristics of the communities affected by the project. The demographic and socioeconomic data will be obtained from the latest government census data. This includes addressing Environmental Justice requirements.
- Perform land use studies to determine the relationship of the project to local, regional, and other planning policies, and identify compatibility issues with existing land uses.
- Identify any potential Section 4(f) resources in the project vicinity and analyze any impacts.
- Address growth inducement issues.
- Identify affected property owners, communities, public facilities within the project area of influence.
- Evaluate direct, indirect, and cumulative impacts of the proposed project alternatives to affected communities pertaining to social impacts (relocation of housing, businesses, population characteristics, community institutions, community stability and cohesion); economic impacts (change in employment, property values, income gains or loss, tax base changes); land use and growth (consistency of projects with local plans, shift in location where growth will occur, development opportunities enhanced); and public services impacts (schools and health systems, police and fire protection, accessibility and parking, utilities).
- Address right-of-way impacts based on the results of the Relocation Impact Report (a separate task under this scope of services).

- Address potential environmental justice impacts (unavoidable adverse effects that would be disproportionately borne by minority and/or low-income populations).
- Coordinate with local and regional agencies, ethnic and community groups, and business organizations.
- Prepare a Community Impact Assessment technical report outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Prepare relevant community impact sections (Land use and Planning, Community Character and Cohesion, Relocation and Business Disruption, Environmental Justice) for inclusion in the environmental document.

Deliverables:

- Draft and Final Community Impact Assessment (10 copies of draft, 10 copies of final, original of final)

Task 4.3.10 – Visual Impact Assessment (VIA)

The TranSystems team will prepare a Visual Impact Analysis (VIA) to document the aesthetic and scenic studies performed for the project. The VIA will be prepared to conform to the guidance provided in the “FHWA Visual Impact Assessment for Highway Projects” guide and the guidance and templates provided within the Caltrans Standard Environmental Reference. The studies and the preparation of the VIA will be conducted under the supervision of a licensed landscape architect. The TranSystems team will coordinate with the AUTHORITY and Caltrans to determine the locations of viewpoints. The TranSystems team will prepare a Draft VIA for AUTHORITY and Caltrans review; a final VIA will be prepared once the draft has been approved. Tasks to be completed include:

- Conduct site visits to document through digital photography, existing views within the project area and supporting features for use in the preparation of simulated views.
- Prepare photographic simulations to support key viewpoints, showing existing versus build conditions.

Deliverables:

- Draft and Final Visual Impact Assessment (10 copies of draft, 10 copies of final, original of final)

Task 4.3.11 – Air Quality Analysis

The TranSystems team will prepare an Air Quality Analysis that addresses the potential impacts to regional and local air quality associated with implementation of the proposed project per the current state and federal requirements. The TranSystems team will also conduct all required interagency coordination as part of the local and regional air quality conformity determination. In addition, the TranSystems team will prepare an air quality conformity report to be submitted to FHWA for review and approval. Tasks to be completed include:

- Conduct early consultation with Caltrans air quality staff to confirm appropriate scope of work, data requirements & analysis approach.
- Summarize current regulatory framework (federal & state regulations), conformity designations and current ambient monitoring station measurements for criteria pollutants.
- Identify sensitive receptors within the project area.

- Using available traffic analysis output, calculate regional burden emissions for criteria pollutants; tabulate for existing conditions and No Build/Build comparisons for year of opening and applicable horizon year.
- Conduct CO hot spot analysis for selected sensitive receptor locations (assume 20 locations based on the size and scope of this interchange project); tabulate results for existing conditions and No Build/Build comparisons for year of opening and applicable horizon year.
- Conduct qualitative analysis for PM₁₀ and PM_{2.5}.
- Prepare draft submittal for conformity interagency consultation with SCAG Transportation Conformity Working Group (TCWG); review with Caltrans staff and assist in presentation to TCWG.
- Prepare qualitative assessment of mobile source air toxics (MSATs) following guidelines in the FHWA's "Interim Guidance Update on Air Toxic Analysis for NEPA Documents."
- Prepare qualitative discussion of construction impacts.
- Address impacts of the proposed projects on climate changes following the latest guidelines issued by Caltrans Headquarters at the time the analysis is conducted.
- Prepare an air quality impact section for inclusion in the environmental document.

The Air Quality Analysis will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas, Transportation Project-Level Carbon Monoxide Protocol (CO Protocol), and FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents. A Climate Change section will be included consistent with the Caltrans SER.

The TranSystems team will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 20 receptor locations for the Existing, Future No Build, and each of the Build Alternatives.

The TranSystems team will prepare a qualitative particulate matter (PM) hot-spot analysis to be submitted to and reviewed by the Southern California Association of Governments' (SCAG) Transportation Conformity Working Group (TCWG). Coordination with EPA, Caltrans, and FHWA through SCAG's TCWG will be necessary to ensure that the proposed project would not violate/exacerbate air quality in the South Coast Air Basin (SCAB).

The TranSystems team will calculate the regional mobile source air toxics (MSAT) and criteria pollutant emissions for the existing, opening year, and build-out year conditions for the no build and each of the build alternatives.

The Air Quality Analysis will document whether the proposed project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/ environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified.

Deliverables:

- Draft and Final Air Quality Analysis (10 copies of draft, 10 copies of final, original of final)
- Completed TCWG Interagency Form

Task 4.3.12 – Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)

All tasks will be conducted/prepared per the guidelines set forth in The State of California Department of Transportation (Caltrans) Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology (Revised February 2012); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995 and 2010)

The tasks that will be completed under the Paleontology Resources Scope are as follows:

Locality Search. The TranSystems team will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained at the TranSystems team. All information will be summarized in the Paleontological Investigation Report (PIR).

- **Field Survey.** Depending on the results of the locality search, the TranSystems team will complete a windshield or pedestrian survey of the project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** The TranSystems team will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** The TranSystems team will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the Department’s legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to Project Approval/ Evaluation Documentation (PA/ED) in order to minimize construction delays. The purpose of the PIR is to identify if resources may be present within the project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present.

Deliverables:

- Draft/Final Combined PIR/PER (10 copies of draft, 10 copies of final, original of final)

Task 4.3.13 – Historic Property Survey Report

The Historic Property Survey Report (HPSR) is the principal format used to present the findings of all cultural resources studies for federal undertakings as required by 36 CFR Part 800.

All tasks and documents are scoped to be completed per the guidelines set forth in the California Department of Transportation Standard Environmental Reference Caltrans Environmental Handbook, Volume 2, Cultural Resources (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

Native American Consultation. As directed by Caltrans, the TranSystems team will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for (1) a search of its Sacred Lands File, and (2) a list of parties with cultural ties to the APE. All parties will receive a letter describing the project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Records Search. The TranSystems team will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands, California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

Archival Research/Historic Outreach. The TranSystems team will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, the TranSystems team will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. The TranSystems team will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local historical societies and similar groups. The TranSystems team stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources based on the work completed in the PEAR.

Field Surveys. The TranSystems team will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, the budget will be adjusted accordingly.

Historic Property Survey Report (HPSR). The TranSystems team will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

Archaeological Survey Report (ASR). The TranSystems team will prepare an ASR that details results of the records search and archaeological field survey.

Historical Resources Evaluation Report (HRER). The TranSystems team will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

Assumption:

The TranSystems team stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources. If additional cultural resources are identified within the APE, additional research and budget may be required.

Deliverables:

- Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historical Resources Evaluation Report (HRER), if necessary, and supporting documents (10 copies of draft, 10 copies of final, original of final)
- Interested Party consultation letters
- Native American Coordination Documented in the HPSR and ASR

Task 4.3.14 – Initial Site Assessment (ISA)

The TranSystems team will conduct a hazardous waste initial site assessment (ISA) of the two build alternatives. The results of the ISA will then be used to determine the level of further investigation required. The purpose of the Hazardous Waste Initial Site Assessment (ISA) is to review potential hazardous material/waste impacts associated with the proposed project. Information developed during the ISA can be used to evaluate human health risk during construction, long-term risk to human health and the environment following construction, and possible legal or logistical implications associated with contaminated sites along the corridor. The TranSystems team will prepare an ISA consistent with *Caltrans Preparation Guidelines for Initial Site Assessments*. Tasks to be completed include:

- Conduct an agency records search to identify hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. The TranSystems team will utilize a database service to perform this search with a ½-mile search radius from the project boundaries.
- Conduct a field inspection and visual survey of the project area via available public access to identify obvious areas of hazardous waste contamination.
- If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), the TranSystems team will evaluate potential impact to the project

and identify subsequent procedures to further evaluate the extent of potential contamination and remediation requirements.

Deliverables:

- Initial Site Assessment (5 copies of draft, 5 copies of final)

Task 4.3.15 – Aerially Deposited Lead (ADL)

The TranSystems team will test unpaved areas of the project at a spacing of 100 to 200 feet for ADL contamination and present the findings in a report. The TranSystems team will utilize an in-house Health and Safety Plan and submit a Work Plan detailing field activities to be approved by Caltrans prior to field work. The Health and Safety Plan will include guidelines for the use of personal protective equipment and sampling procedures and address procedures for sampling and laboratory analysis. Hand augers may be used and advanced to a minimum depth of 4 feet to collect samples in unpaved areas. Samples sent to the certified laboratory will be analyzed for lead using the EPA Method 6010B/7000, at a minimum. Soil with total lead concentrations in excess of 50 mg/kg must be analyzed for soluble lead using the WET, TCLP and de-ionized water extract methods. The results of the sampling and testing will be statistically analyzed using methods consistent with Caltrans requirements.

Deliverables:

- ADL Work Plan (electronic copy)
- ADL Report (5 copies of draft, 5 copies of final)

Task 4.3.16 – Bridge Asbestos and Lead Studies

The TranSystems team will investigate the existing Washington Street OC bridge materials for the presence of asbestos and/or lead in paint. The survey for each bridge location will consist of sampling accessible, suspect friable and non-friable asbestos containing materials (ACMs) and suspect lead-based paints (LBPs) observed on any of the readily accessible bridge structural components. The TranSystems team will provide a survey of the project work area using an accredited Certified Asbestos Consultant (CAC), Certified Site Surveillance Technician (CSST), and California Certified Department of Health Services (DHS) Project Monitor certified in lead inspection and risk assessment. The Survey will serve to assist AUTHORITY in the identification of ACM and LBP at the subject site as required by the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) in 40 CFR Part 61, and the Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1926.1101. Bulk samples of suspect ACM and LBP will be collected for laboratory analysis. All sample analysis shall be conducted by an accredited laboratory. Some minor isolated damage to bridge structure materials during the sampling procedures may occur; however, the TranSystems team must attempt to limit such damage to the nominal amount necessary for sample collection. The results of the sampling and testing will be properly analyzed using methods consistent with Caltrans requirements. The findings will be submitted in a project ACM/LBP report.

Assumptions:

- Asbestos Work Plan Bridge component asbestos sampling testing (including concrete core samples)
- LBP sampling with XRF of bridge structure

- No sampling of LBP road lines or markings outside of bridge limits

Deliverables:

- Asbestos Work Plan (electronic copy)
- Lead Based Paint Work Plan (electronic copy)
- Asbestos Report (5 copies of draft, 5 copies of final)
- Lead Based Paint Report (5 copies of draft, 5 copies of final)

Task 4.3.17 – Preliminary Site Investigation for Hazardous Waste

If the ISA identifies potentially contaminated sites or properties, the available information must be evaluated to determine whether it is adequate to estimate risk to the Department and impacts to the project cost, scope, and schedule. If the available information is not adequate to meet all of these needs, a Preliminary Site Investigation (PSI) and potentially, a Detailed Site Investigation (DSI) will be required. The results of these investigations will be used to prepare the hazardous waste section of the environmental document. The PSI consists of a confirmatory investigation to determine whether suspected contamination is actually present on the property or site. If the PSI indicates the presence of contamination that may impact the project, but does not adequately delineate it, then a DSI is necessary. A DSI is conducted to determine the full nature and extent of contamination so that remediation costs, impacts to project scope and schedule, and future liability to the state can be realistically estimated.

For this scope, it is assumed that two sites will require a PSI based on the ISA checklist previously prepared which identified two LUST sites on the project site within the footprints of the build alternatives.

A geophysical survey will be utilized to clear the site of subsurface hazards prior to sample collection activities. The survey will include Ground Penetrating Radar (GPR), along with other electromagnetic (EM) methods to identify potential subsurface hazards.

Soil and/or groundwater sampling will be conducted with direct push or hollow stem auger drilling systems. The sampling activities will be used to collect subsurface soil and groundwater samples and to assess the soil lithology and hydrogeology. The soil samples will be analyzed by an offsite State of California Certified laboratory for chemicals of concern.

The specific scope of the Preliminary Site Investigation includes the following:

- Preparation of a limited PSI Work plan and Site-Specific Health and Safety Plan prior to commencement of field activities.
- Mark proposed borings, contact Dig-Alert, and perform a geophysical survey in an attempt to identify underground utilities and other features in the vicinity of proposed boring locations.
- Conduct a PSI (limited Phase II ESA) at two sites. It is assumed that PSI will be conducted over the course of up to two days per site and will require two separate mobilizations. Right of entry permits will be required prior to accessing each site.

The scope for each site will include:

- Advance up to four (4) Direct Push Technology (DPT) soil borings (at each property) to a maximum depth of 40 feet and collect soil samples in. If groundwater is encountered, a

grab groundwater sample will be obtained from each probe location.

- Analyze up to thirty-two (32) soil and eight (8) groundwater samples (at each property) for the following analysis at a State of California Certified Laboratory:
 - TPH gasoline, fuel oxygenates and VOCs EPA test method 8260B
 - Extractable TPH (carbon chain: C12-C40) EPA test method 8015B
 - California Assessment Metals (CAM 17) EPA test method 6010B
 - Semi-Volatile Organic compounds EPA test method 8270
- The same protocols followed for the DSI for sample preservation, decontamination, and analysis will be followed for the PSI.
- The results of the proposed PSI for the two sites will be detailed in two reports for the client review (one report for each site). It is anticipated that the field work can commence within one to two weeks upon written authorization by the client, approval of the necessary permits, and receipt of Right-of-Entry permits for each property. It is anticipated that a written report can be completed within approximately eight to ten weeks after the notice to proceed. The PSI Report will include:
 - Summary of field activities;
 - Description of boring and sample locations;
 - Tabulated results of analysis;
 - Conclusions and recommendations;
 - Sample location maps;
 - Boring logs; and,
 - Copies of laboratory analytical reports.

Deliverables:

- PSI Workplan
- PSI Report (10 copies of draft, 10 copies of final)

Task 4.3.18 – Jurisdictional Delineation (JD)

As part of the delineation preparation, JD forms or Preliminary JD forms will be prepared by the TranSystems team and submitted for agency review.

The TranSystems team will ensure that the wetland delineation is approved through the AUTHORITY and Caltrans prior to being forwarded to the United States Army Corps of Engineers for issuance of a jurisdictional determination. The report will include information on existing conditions, soils, vegetation, hydrology, watersheds, National Wetland Inventory data, and other pertinent information. The report will be prepared to accompany the jurisdictional permit applications for the project.

Deliverables:

- Draft/Final Wetlands Delineation Report

Task 4.3.19 – Natural Environment Study (Minimal Impacts) (NESMI)

The biological resources technical study, referred to as the Natural Environment Study (Minimal Impacts) or NESMI, will be prepared and includes the following subtasks:

Literature and Database Search. The TranSystems team will determine the existence or potential occurrence of sensitive plant and animal species within and in the vicinity of the project area (where such species could be affected by project activities or where protocol surveys need to be extended within limits agreed upon by any regulatory agency). The TranSystems team will accomplish this by conducting a review of federal and state lists of sensitive species and current database records, including the California Natural Diversity Data Base (California Department of Fish and Game [CDFG], 2012), the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner et al. 2012), and other available environmental reports.

USFWS Listed/Sensitive Species Coordination Letter. In accordance with Caltrans guidelines, the TranSystems team will prepare a letter for Caltrans to submit to the U.S. Fish and Wildlife Service (USFWS) requesting a list of threatened and endangered species known from the project area. The results of the records search will be summarized in a table and included in the NESMI including any critical habitats that have the potential to be affected by the proposed project.

Prepare NESMI Report. The TranSystems team will prepare an NESMI report suitable for use in NEPA and CEQA review. The report will be prepared in accordance with the current template posted on the Caltrans SER website. The NESMI standard format will be modified to accommodate the discussion of designated critical habitat. The NESMI will contain the following details:

- A preliminary list of sensitive elements that may be affected by the project. The list will be developed from literature sources (i.e., California Natural Diversity Data Base, California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, and other environmental reports) and through coordination with resource agencies.
- A list of species and critical habitats potentially affected by the project based on a request letter to the USFWS.
- Assessment of habitat conditions to determine if focused surveys will be required for sensitive species requiring surveys under the MSHCP or for CEQA purposes.
- Biological inventory, description of biological resources, habitat and sensitive species location maps, assessment of migration corridors, survey methodologies, results of presence/absence surveys, potential wetlands/waters of the U.S./streambeds of the CDFG, maps, tables, photographs, and appendices.
- Determination of project impacts to biological resources and potential mitigation measures for project team's review using the results of the literature review, field surveys, and agency coordination.
- The TranSystems team will identify appropriate mitigation measures. Mitigation requirements will be preapproved by the project team prior to incorporating such mitigation into the draft and final NESMI.

Burrowing Owl Focused Surveys. A focused survey will be conducted in accordance with the

Burrowing Owl Consortium Survey Protocol and Mitigation Guidelines (1997).

The TranSystems team will prepare a final report documenting the focused survey results which will be included in the NESMI.

Bat Focused Surveys. The TranSystems team will conduct a bat assessment at culvert and bridge structures in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified consultant biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. If bats are present, efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NESMI. If the daytime HSA determines that the bridge structure contains suitable habitat for nighttime roosting bat, a nighttime bat survey will be required. A bat survey will consist of 1–2 nighttime surveys to be conducted during the summer months to verify occupancy and to determine the numbers and species present. Acoustic and visual techniques will be used during nighttime surveys and vocalizations of bats present will be recorded. The results of the nighttime bat surveys will be documented in a letter report that will include a species list and graphics (if applicable).

Deliverables:

- Draft and Final NESMI

Task 4.3.20 – Draft Relocation Impact Report (DRIR)

The TranSystems team will prepare a Relocation Impact Report in accordance with 49 Code of Federal Regulation (24 CFR 205), Caltrans Standard Environmental Reference and the Caltrans Right-of-Way Manual. Tasks to be completed include:

- Collect and research information on the design alternatives and Right-of-Way maps to identify the number of displacements and determine the complexity and nature of the potential displacements.
- Identify and analyze impacts of potential displacements of commercial/residential
- Private properties within and adjacent to each proposed alternative. A table will be prepared summarizing the impacts to each property.
- Minimization measures will be developed for displaced businesses and identification of alternate site(s) for potentially displaced businesses will be identified
- Preparation of the Relocation Impact Report to summarize the potential displacements and impacts associated with the proposed project.

Deliverables:

- DRIS for the Project (10 copies of draft, 10 copies of final, original of final and electronic copy)

Task 4.4 – Screen-check Draft IS/EA (accompanied by FHWA Draft Environmental Document Checklist)

The TranSystems team will prepare a Screen-check Draft IS/EA in accordance with the Caltrans Environmental Handbook (latest Annotated Outline), FHWA Technical Advisory T6640.8A, and Council on Environmental Quality (CEQ) guidance. The screen-check Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental

issues identified, an analysis of the cumulative and indirect effects of the project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the project. Tasks to be completed include:

- Prepare a Screen-check Draft IS/EA following the guidance stated above.
- Prepare an Environmental Document Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to AUTHORITY and Caltrans along with the Screen-check Draft IS/EA.
- Revise Screen-check Draft IS/EA per AUTHORITY and Caltrans' comments.
- Resolve any additional comments in a workshop setting

Resource Agency Permit Related Coordination: The TranSystems team will prepare for and conduct meetings to initiate, establish and maintain communication with the resource agencies in consultation with the AUTHORITY and Caltrans. These meetings will confirm the scope and obtain concurrence of relevant technical studies. The TranSystems team will prepare and distribute pre-meeting materials, which may consist of a meeting invitation notice, meeting agenda, and a project description. The TranSystems team will prepare meeting exhibits for each meeting. The TranSystems team will coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 permit and Section 1602 Agreement. The TranSystems team will also coordinate with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG) to identify state and federally listed threatened and endangered species potentially in the area. The TranSystems team will identify applicable permits necessary for implementation of the construction phase of the Project. Coordination with USFWS, CDFG, United State Army Corps of Engineers (ACOE), etc. will be necessary.

Deliverables:

- Screen-check Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet.
- Pre-meeting materials (Agenda, sign-up sheet, project descriptions)
- Meeting exhibits
- Agency meeting minutes file
- Identify applicable construction permits

Task 4.5 – Draft IS/EA (accompanied by FHWA Draft Environmental Document Checklist)

Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the project is an interchange improvement project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

- Submit the Draft IS/EA to Caltrans D-8 for approval to circulate (1 hardcopy and 1 CD ROM).

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, the TranSystems team will work in close coordination with the Caltrans Environmental Coordinator to prepare all required notices to circulate the Draft IS/EA. Tasks to be completed by the TranSystems team include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to AUTHORITY and Caltrans for approval and signatures.

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. The TranSystems team will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to AUTHORITY and Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, the TranSystems team will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The CTC has to review all projects that receive State highway funds. The TranSystems team will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by the TranSystems team include:

- Publish up to 50 hard copies of the Draft IS/EA, and up to 200 copies of the CD ROM containing electronic files of the Draft IS/EA
- Submit a NOC and CDs of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with AUTHORITY and Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- Maintain and update the distribution and invitation lists throughout the environmental review process.

Deliverables:

- Final Draft IS/EA along with Environmental Document Preparation and Review Tool, and External QC Certification Sheet, and 1 hard copy and 1 electronic copy of the Final Technical Studies.
- Approved Circulation Draft IS/EA

- 50 hard copies of the Draft IS/EA with technical studies on CD
- 200 copies of CD ROM containing electronic files of the Draft IS/EA Updates to Master Distribution/Invitation Lists

Task 4.6 – Public Hearing and Public Outreach Support

Under the direction of the AUTHORITY and Caltrans, the TranSystems team will make all necessary preparations for Public Meetings, including Open House meetings during project development and Public Hearings during the public circulation of the Draft IS/EA. The TranSystems team will provide logistical support for each meeting, including preparation of meeting notices, advertisements, site coordination and planning, sign-in sheets, and staff (bilingual). The TranSystems team will prepare poster size exhibits and a PowerPoint slide presentation to be used during the meeting. Comments will be solicited through the provision of comment cards and the availability of a bilingual court reporter. The TranSystems team will create visual displays for the Draft IS/EA Public Hearing. These visuals may include display boards and looping PowerPoint slides. Visuals will be submitted to the AUTHORITY and Caltrans for approval prior to the public meeting. The TranSystems team will arrange a court reporter to prepare a script of all public hearings to be arranged during the public review period.

Deliverables:

- Website materials
- Collateral materials (Newsletter, FAQ sheets, brochures, etc.)
- Draft Comment Card or Project Questionnaire
- Public Meeting comment log
- Public Meeting PowerPoint presentation
- Meeting exhibits
- Script of each public hearing

Task 4.7 – Prepare Response-to-Comments Matrix

The TranSystems team will maintain documentation and provide response to internal and public comments on the Draft IS/EA. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final IS/EA. The response-to-comments matrix will be provided to the AUTHORITY and Caltrans for review and concurrence prior to finalization of the Draft and Final IS/EA. This scope of work and cost estimate is based on receiving a moderate number of comments (no more than 150 comment letters).

Deliverables:

- Response to Comments Matrix (10 copies)

Task 4.8 – Screencheck Anticipated Final MND/FONSI

The TranSystems team will participate in a workshop to be arranged by the AUTHORITY, Caltrans, and PDT members to evaluate all factors important to the identification of the preferred alternative. The TranSystems team will prepare the Preferred Alternative Section for inclusion in the Final IS/EA outlining the steps undertaken to reach the conclusion.

The TranSystems team will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on the TranSystems team QA/QC

procedures and Caltrans QA/QC procedures, including the 5-step NEPA QC process.

Deliverables:

- Preferred Alternative identification
- Quality Assurance/Quality Control documentation

Task 4.9 – Final Anticipated MND/FONSI

The TranSystems team will update the Draft Environmental Document to identify the rationale for selection of the Preferred Alternative, including work on the Final Environmental Document (FED). The TranSystems team will complete formal and informal review of FED including all required quality control reviews. The FED will be submitted to Caltrans D-8 for review. Comments will be resolved in a workshop setting as necessary.

- ***Final Environmental Document (MND/FONSI):*** Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the FHWA *Checklist for Final Documents*, and a request to issue a FONSI. Following Caltrans review, any comments will be addressed and the Final IS/EA will be re-submitted. The TranSystems team will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC.

A Draft NOD will be prepared and submitted to Caltrans for review and comment. Following this review, a final NOD will be prepared and submitted to Caltrans. The TranSystems team will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - - FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee and/or a De Minimis Impact Finding to the State Department of Fish and Game.

Deliverables:

- Approved ECR
- Draft Final IS/EA (Up to 10 hardcopies and 10 CD ROMs)
- Final IS/EA (Up to 20 hardcopies and 20 CD ROMs)
- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) - FONSI

Task 4.10 – Final Relocation Impact Document

The TranSystems team will prepare the Final Relocation Impact Statement (FRIS) in accordance with 49 Code of Federal Regulations (CFR) 24, Caltrans' Environmental Handbook, Volume 4, and the Caltrans Right-of-Way Manual to support the IS/EA .

The FRIS shall summarize the potential displacement of adjacent commercial/ businesses/ residential properties, and include a discussion of the impacts to these businesses/properties as a result of the Preferred Alternative. A table summarizing the impacts to each property shall be included in the analysis. In addition, minimization measures to displaced businesses and identification of alternate site(s) for potentially displaced business shall be identified. Coordination with the Caltrans Right-of-Way Division will be critical to the timely completion of this study.

Deliverables:

- FRIS for the Project (10 copies of draft, 10 copies of final, original of final and electronic copy)

Task 4.11 – Air Quality Conformity Report

The TranSystems team will prepare the “Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas” required for NEPA delegation. FHWA approval of the Conformity Report and Checklist is required prior to approval of the Final IS/EA.

Deliverables:

- Draft/Final TCWG PM Hot Spot Form
- Final Air Quality Conformity Report and Checklist
- Air Quality Conformity Report (10 copies)

Task 4.12 – Mitigation, Monitoring, and Reporting Record (MMRR)

The TranSystems team will develop an MMRR/ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The MMRR/ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party, timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

Deliverables:

- Mitigation Monitoring and Reporting Record (MMRR)/ECR in Microsoft Excel format including all mitigation measures outlined in the anticipated Final MND/FONSI.

All scope items are subject to the following assumptions:

- It is assumed that two build alternatives will be carried forward in the PA/ED phase. No additional alternatives are assumed.
- The number of copies assumed to be required by Caltrans for each deliverable has been included. Any additional copies will be considered out of scope.

**ATTACHMENT B
PRICE FORM (Fixed Price)**

C12214

TASK NO.	TASK DESCRIPTION	LUMP SUM
1.0	Project Management/Coordination/Administration	\$381,062.49
2.0	Engineering Development	\$1,221,145.60
3.0	Project Report Preparation	\$305,412.44
4.0	Environmental Development	\$982,744.87
TOTAL LUMP SUM AMOUNT		\$2,890,365.40

I hereby acknowledge that I have included all labor hours, fees, taxes, materials and equipment in this price.

Jamal Salman

TranSystems

Jamal Salman

Signature of Authorized Person

7/23/12

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: 18

Date: August 1, 2012

Subject: Environmental permit mitigation fees for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle Gap Closure and the Newport Road Overcrossing Project

Recommendation:* Authorize payment to the Riverside-Corona Resource Conservation District (RCRCD) for mitigation requirements of the US Army Corps of Engineers (ACOE) Section 404 Nationwide Permit, the California Department of Fish and Game (CDFG) Streambed Alteration Permit, and the Santa Ana Regional Water Quality Control Board Section 401 Water Quality Certification of an amount not to exceed the aggregate total of \$157,122.

Background: In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project. The Project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside and Orange Show Road in the City of San Bernardino. It also includes the re-construction of the Newport Road Overcrossing.

Early in 2012, State and Federal waters permits were issued for the Project which included: ACOE 404 Nationwide Permit, CDFG Streambed Alteration Permit, and the Santa Ana Regional Water Quality Control Board Section 401 Water Quality Certification. The permits require that certain mitigation

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	X	CTA		SAFE	CMA
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measures be taken by SANBAG prior to the start of construction activities. These mitigation measures include:

1. The purchase of 0.36 acres of credits to mitigate for permanent and temporary impacts to 0.213 acre of wetland waters of the U.S.
2. Providing sufficient funds to a local habitat conservation entity, such as RCRCO, for the restoration of 1.40 acres of stream and riparian habitat within a tributary to the Santa Ana Watershed.
3. Providing sufficient funds for the removal of 0.03 acres of nonnative plants within the Santa Ana Watershed.

Staff is recommending that the Board authorize payment to RCRCO for mitigation requirements of the ACOE Section 404 Nationwide Permit, CDFG Streambed Alteration Permit, and the Santa Ana Regional Water Quality Control Board Section 401 Water Quality Certification of an amount not to exceed \$144,122. In addition to the purchase of the mitigation credit requirements, RCRCO is also requesting \$13,000 to prepare a Habitat Mitigation and Monitoring Plan (HMMP) and to delineation the mitigation site which are required by ACOE. Timely payment of these mitigation fees is critical to the start of construction and to maintaining the current Project schedule which is summarized in Table 1 below:

Table 1

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

Financial Impact: This item is consistent with the adopted Fiscal Year 2012/2013 budget. Funding is provided under Task Number No. 0839. The funding source is Congestion Mitigation & Air Quality.

Reviewed By: The item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 19, 2012. SANBAG General Counsel has reviewed this item 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: 19

Date: August 1, 2012

Subject: Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project

Recommendation:* 1. Approve appraisals and just compensation on properties needed for the I-15/I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$9,930,000 increasing the total allowance for property acquisitions for the project to \$14,540,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: Tom and Laura Gwin; Damron Family Trust; Terry Lloyd; William and Joyce Rosier; Merced Tarin; Donald Gillespie; Sean and Iris Lee; Jeffrey Grange; Larry and Adele Eckrote; Dennis and Judy Bathurst; Henry and Ileana Oliver; Mary Larriba and Thelma Dulin; Robert Cirrito; Denno and Shatha Jerjis; City of San Bernardino; San Bernardino County Flood Control; Branden Wood; Carlos and Jesusa Benedicto; ACF Disposition LLC (Alliance Bank Capital Funding, LLC); Modesto Gudino; Federal National Mortgage Association; Carol Sigman Family Trust; Paul and Wendy Cannan; Deland Inc.; Antchango, Dominique &

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC		X	CTA		SAFE		CMA	
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Check all that apply.
 BRD1208g-das
 Attachments: BRD1208g1-das; BRD1208g2-das

Aguerre Family Trust (Basque Farm Ltd.); Town Square M Properties LLC; Russell Thompson; Leonard Sigdestad; Southern California Gas Co.; Carlos and Reina Coronado; Ron Toth; Lit Industrial Limited Partnership; Gene Wood; General Telephone Company of California; Stacy Marie Wendler; United States Forest Service; and Victor Kardos.

Background:

SANBAG, in conjunction with Caltrans is proceeding with the right-of-way phase of the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange Project). Cooperative Agreement No. C11103 with Caltrans was approved for this phase of the project at the June 1, 2011 Board meeting and was amended at the March 7, 2012 Board meeting. In this agreement SANBAG is designated as the implementing agency for the appraisal, acquisition, and management of the right-of-way properties needed for this important design-build project. The approved agreement commits up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds for the acquisition of right-of-way, utility relocations, Caltrans right-of-way engineering and condemnation work, and mitigation expenses. At the June 6, 2012 SANBAG Board meeting, the Board approved appraisals and authorized making offers on 15 parcels for an aggregate not-to-exceed amount of \$3,000,000 and at the July 11, 2012 SANBAG Board meeting, the Board approved appraisals and authorized making offers on an additional 31 parcels for an aggregate not-to-exceed amount of \$1,610,000.

Recommendation 1: SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of an additional 62 parcels. The balance of the appraisals are anticipated to be completed next month and submitted for approval then. The 62 parcels are summarized in Attachment "A" and include fee takes and temporary construction easements with a total estimated value of \$9,930,000. The estimated cost includes the property acquisition costs, Relocation Assistance Program (RAP) costs for displaced property owners and their personal property, demolition costs, and a contingency of approximately 20%. SANBAG is required by Federal and State law to provide relocation assistance to displacees. The estimated cost also includes demolition that is required to clear the property of existing improvements on the acquired right-of-way. Copies of these appraisals are on file with the Director of Project Delivery. These appraisals have been reviewed by a senior appraiser and by SANBAG's independent right-of-way advisor for compliance with necessary processes and meeting fair compensation requirements. In addition, Caltrans has reviewed and approved these appraisals. Staff recommends approval of these appraisals.

Recommendation 2: Staff requests that the Board authorize proceeding with offers of acquisition for all properties identified in Attachment "A" for an aggregate amount of \$9,930,000. The addition of the funds for these properties

increases the total authorized amount for property acquisition for this project to \$14,540,000.

The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will go to every possible extent to avoid such actions, there is a potential that these properties may need to be acquired through eminent domain proceedings. Per the cooperative agreement, all resolution of necessity hearings will be coordinated by Caltrans through the California Transportation Commission (CTC). Staff recommends approval of this recommendation.

Recommendation 3: Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the project. To assist in maintaining the schedule, staff is recommending that the Board authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements, similar to the procedure used pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). This Board-approved policy establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director is 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 62 properties identified herein. A standard agreement and easement format (see attached) that is consistent with Caltrans format will be used for these acquisitions. The final documents will be reviewed by SANBAG's right-of-way legal consultant for form prior to presenting to the Executive Director for signature. Pursuant to the cooperative agreement the property will be acquired in Caltrans' name.

Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget. Task No. 0880.

Reviewed By: This item was reviewed and recommended for approval (9-0-2; Abstained: Morris and Rutherford), by the Major Projects Committee on July 19, 2012. This item was also reviewed and recommended for approval (8-0-1; Abstained: Rutherford), by the Mountain Desert Committee on July 20, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**I-15/I215 Interchange Improvements Project
Property Acquisitions**

GPN	APN	Owner	Type
22481	0348-141-06	Tom & Laura Gwin	Part-Take
22482	0348-141-04 0348-141-05	Damron Family Tr 01/11/02	Part-Take
22483	0348-141-01 0348-141-02 0348-141-03	Terry Lloyd	Part-Take Temporary Construction Easement
22484	0348-132-24 0348-132-25	Joyce I. & William R. Rosier	Part-Take Temporary Construction Easement
22492	0348-132-16	Merced C. Tarin	Part-Take Temporary Construction Easement
22497	0348-132-29	Donald Gillespie	Part-Take Temporary Construction Easement
22498	0348-132-09	Sean S. & Iris S. Lee	Part-Take Temporary Construction Easement
22502	0348-132-05	Jeffrey T. Grange	Part-Take Temporary Construction Easement
22504	0348-132-03 0348-132-04	Larry & Adele Eckrote	Part-Take Temporary Construction Easement
22507	0348-131-03 0348-131-06	Dennis E. & Judy M. Bathurst	Part-Take Access Temporary Construction Easement
22508	0348-131-07	Henry Olivier & Ileana V. Oliver	Full-Take
22512	0349-169-04 0349-169-06 0349-169-07 0349-169-08	Mary R. Larriba & Thelma Dulin	Part-Take
22513	0349-154-03 0349-154-12	Robert Cirrito	Full-Take
22515	0349-174-02	Denno Jerjis J & Shatha J	Part-Take
22516	0349-174-10	City Of San Bernardino	Part-Take
22519	0349-174-04	San Bernardino Co Flood Control	SB Flood Control
22520	0349-174-09	San Bernardino Co Flood Control	SB Flood Control
22522	0349-172-01	Branden E. Wood	Full-Take
22528	0349-173-19 0349-173-20	Benedicto Carlos & Jesusa	Part-Take
22529	0349-166-11	Acf Disposition Llc (Alliance Bank Capital Funding, Llc)	Part-Take
22530	0349-152-18 0349-152-19	Modesto Gudino	Part-Take
22532	0349-152-13	Federal National Mortgage Association	Full-Take
22537	0349-143-34	Sigman Carol Family Trust	Full-Take
22538	0349-143-30	Cannan Paul A & Wendy L	Part-Take Temporary Construction Easement
22540	0349-141-31	Deland Inc.	Part-Take Temporary Construction Easement

**I-15/I215 Interchange Improvements Project
Property Acquisitions**

CPN	APN	Owner	Type
22541	0349-141-01 0349-141-13 0349-141-22	Antchango, Dominique & Aquerre Family Trust (Basque Farms Ltd,)	Part-Take
22542	0349-112-44	Town Square M Properties Llc	Part-Take Utility Easement Temporary Construction Easement
22543	0349-112-19	Russell Thompson	Full-Take
22547	0349-144-02	San Bernardino Co Flood Control	Part-Take
22548	0349-115-01	Leonard A. Sigdestad	Part-Take
22607	0349-062-48	Southern Calif Gas Co	Part-Take
22608	0349-062-39	City Of San Bernardino	Part-Take
22653	0349-152-06	Coronado Carlos & Reina	Full-Take
22654	0349-154-13	Ron Toth	Part-Take
22655	0348-151-25	Lit Industrial Limited Partnership	Access
22656	0349-182-10	Gene E. Wood	Access
22657	0349-182-09	General Telephone Co Of California	Access
22658	0349-173-32	Stacy Marie Wendler	Temporary Construction Easement
22659	0349-173-29	City Of San Bernardino	Part-Take
22663	0349-102-01 0349-062-35	United States Forest Service	Part-Take
22664	0349-062-03	United States Forest Service	Part-Take
22666	0349-102-12	United States Forest Service	Part-Take
22523 & 22526	0349-173-19 0349-173-20 0349-171-01 0349-171-02 0349-171-03	Victor J Kardos	Full Take

PROJECT:
APN:
Caltrans No.: _____
Federal ID No.: _____

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

Title Company _____

Attention: _____
(**"Escrow Holder"**)

Escrow No: _____
Title Order No.: _____

THIS AGREEMENT ("**Agreement**") is entered into as of this ____ day of _____, 2012 by and between the San Bernardino County Transportation Commission, a public agency of the State of California, _____ ("**Buyer**"), and _____ ("**Seller**") for acquisition by Buyer of certain real property described herein. The Property is being acquired in connection with a joint agency project entitled the I-15/I-215 Devore Junction/Goods Movement Improvement Project ("**Project**").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, that certain real property ("**Property**") situated in _____, San Bernardino County, California, and legally described and depicted as follows:

SEE EXHIBIT "A-1" and "B-1" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

The Property constitutes a portion of a larger legal lot ("**Original Parcel**") upon which improvements are located. That portion of the Original Parcel being retained by Seller (thus, the Original Parcel excluding the Property) is referred to hereafter as the "**Remainder Parcel.**" [Omit paragraph if **Property is entire parcel**]

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of _____ AND NO/100 DOLLARS (\$000,000) ("**Purchase Price**").

3. CONVEYANCE OF TITLE. Seller agrees to convey fee simple title to the Property to Caltrans by Grant Deed, in the same form as that attached hereto as Exhibit "C" ("**Grant Deed**"), 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.
- (b) Public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).
- (c) Items numbered _____ in the above referenced preliminary title report order number issued by _____ Title Company ("**Title Company**") dated as of _____.

4. TEMPORARY CONSTRUCTION EASEMENT; UTILITY EASEMENT. Buyer's acquisition from Seller may include a temporary construction easement ("TCE") and/or one or more easements for utilities ("**Utility Easement(s)**"). Provisions relating to a TCE and/or Utility Easement(s), if any, are set forth in Exhibit "D" attached hereto.

5. TITLE INSURANCE POLICY. Escrow Holder shall, upon closing, provide Buyer with a CLTA Standard Coverage Policy of Title Insurance ("**Title Policy**") in the amount of _____ AND NO/100 DOLLARS (\$____) issued by the Title Company showing the title to the Property vested in Buyer, subject only to the exceptions set forth in Section 3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer will pay the title insurance premium. The Title Policy will also insure the priority of any TCE and/or Utility Easement(s). If Buyer's acquisition from Seller includes a Utility Easement, and if the Property is subject to a mortgage, deed of trust or other lien which, through foreclosure, could cause the easement to be wiped out, Seller will obtain from the holder(s) of such lien(s) subordination documentation sufficient to assure that the easement becomes senior to such lien(s).

6. ESCROW. Buyer and Seller will open an escrow with Escrow Holder by executing escrow instructions prepared by Escrow Holder implementing the terms and provisions of this Agreement. Escrow will be deemed opened on the date both parties deposit signed escrow instructions with Escrow Holder. In the event of any inconsistency between such instructions and the provisions of this Agreement, this Agreement will govern. "**Close of Escrow**" or "**Closing**" refers to the date the Grant Deed or other conveyance documents are recorded in the office of the San Bernardino County Recorder. Close of Escrow will occur _____ (____) days after it is opened.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow. No recording fee will be payable, pursuant to Government Code Section 27383. No documentary transfer tax will be payable, pursuant to Revenue & Taxation Code Section 11922. Buyer will pay the administrative/reconveyance fee or forwarding fee for the partial reconveyance of any deed of trust or mortgage affecting the Property.

8. REAL PROPERTY TAXES AND ASSESSMENTS. Buyer is a public entity and is exempt from payment of real property taxes. Seller understands that the San Bernardino County Tax Collector ("**Tax Collector**") will not accept partial payment of an installment of real property taxes due at Close of Escrow. Real property taxes and assessments will therefore not be prorated through Escrow. In the event that as of Close of Escrow any real property taxes are unpaid, Escrow Holder is instructed to pay from proceeds otherwise due Seller at Close of Escrow all real property taxes and assessments for the semi-annual period during which Closing occurs. Any property tax refund due to Seller with respect to the Property for a period following Close of Escrow will be refunded to Seller by the Tax Collector as provided in California Revenue & Taxation Code Section 5096.7. Such refund will occur outside of Escrow and Buyer and Escrow Holder will have no liability with respect thereto.

9. POSSESSION. Buyer shall be entitled to possession of the Property immediately upon Close of Escrow. If Buyer and Seller have agreed upon Seller's continued occupancy of the Property following Close of Escrow, the rights of the parties to possession of the Property will be governed by the Lease Agreement or other documentation between Buyer and Seller evidencing such continued right of occupancy.

10. FULL AND COMPLETE SETTLEMENT. Seller acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to the Remainder Parcel, if any, by reason of the acquisition of the Property or construction of

the Project, the value of any improvements located on the Property, severance of the Property from the Original Parcel, any claims of rental or leasehold value, any and all claims in inverse condemnation and for precondemnation damages, and any and all other claims that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of the Property. Seller and Buyer, and each and all of their agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to acquisition of the Property by Buyer.

11. CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS. Because Buyer is acquiring only a portion of the Original Parcel, some repair and reconstruction may be necessary in order to remedy damages resulting from severance of the Property from the Original Parcel. Provisions relating to such matters as well as other special provisions (if any) relating to this transaction, are set forth in Exhibit "E" attached hereto. [Omit this section if inapplicable]

12. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, its authorized agents or contractors, the right to enter upon the Property to make necessary and reasonable inspections. 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 Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

(a) To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

(b) To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(c) Until the Closing, Seller shall not do anything which would impair Seller's title to the Property.

(d) Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

(e) Seller, at the time of execution of this Agreement, is the lawful owner of and has good title to the Property and is authorized to enter into and perform this Agreement.

14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property has 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 substances or materials so defined by any state, federal or local statute, ordinance, rule or regulation including (without limitation) any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious substances or materials. To the best of Seller's knowledge, the Property complies with all applicable laws and governmental regulations relating to Hazardous Materials.

15. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act following Close of Escrow.

16. MEMORANDUM. Buyer and Seller will execute and Escrow Holder will record at Closing a Memorandum of Agreement in the same form as that attached hereto as Exhibit "F". The purpose of the Memorandum is to assure that if the Remainder Parcel is sold prior to the Start Date or Completion Date, any purchaser shall have received constructive notice of the rights and obligations set forth in this Agreement, specifically including those described in Section 11 above. [Omit section 16 if inapplicable]

17. 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.

18. 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 Buyer herein. The execution of these documents and the delivery of same to Escrow Holder constitutes said acceptance and approval.

19. NO BROKERS. Buyer 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.

20. JURISDICTION AND VENUE. This Agreement shall be governed by and construed 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.

21. ASSIGNMENT. Seller shall not voluntarily assign its rights or interest under this Agreement or the Escrow described herein without the prior written consent of Buyer. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller. Subject to the foregoing, 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.

22. 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.

23. RISK OF LOSS. Seller covenants and agrees that it will keep the Property fully insured through Close of Escrow. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow, Seller will assign to Buyer all insurance proceeds related to the Property and improvements thereon and the Purchase Price will be reduced by the amount of any deductible allocable to the Property. If Seller fails to keep the Property fully insured and insurance proceeds are not available following what would have been an insured casualty, the Purchase Price will be reduced by the reduction in the value of the Property resulting from such casualty. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, the Purchase Price will be reduced by an amount equal to the reduction in value of the Property resulting from such uninsured casualty.

24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement, together with escrow instructions executed by the parties, will constitute 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

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

MAILING ADDRESS OF SELLER

SELLER

MAILING ADDRESS OF BUYER

BUYER

San Bernardino County Transportation Commission

By: _____

Date

Approved as to Form:

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in _____, San Bernardino County, California, described as follows:

**EXHIBIT "B"
PLAT MAP**

Place Holders

[To Be Attached]

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

)
)
)
)
)
)

Attn:

APN:

Above Space for Recorder's Use
No Recording Fee Pursuant to Gov't Code §27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code §11922

GRANT DEED

District	County	Route	Post	Number
8	SB	I-15/I-215		

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
(collectively "**Grantor**"), hereby grants to Does Caltrans take in the name of the State of California or Caltrans? the agreement should track the same language in paragraph 3 "conveyance of title", a public agency of the State of California ("**Grantee**"), the following described real property (the "**Property**") situated in the _____, San Bernardino County, State of California:

SEE EXHIBIT "A-1" and Exhibit "B-1"
ATTACHED HERETO

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

GRANTOR:

DATED: _____, 2012

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A-1" TO GRANT DEED

LEGAL DESCRIPTION

Real property in the _____, San Bernardino County, State of California, described as follows:

**EXHIBIT "B-1"
Plat Map
Place Holder**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached

from: _____

to: _____, a public agency of the State of
California ("Grantee")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board, and Grantee hereby consents to recordation of said Grant Deed.

a public agency of the State of California

Dated: _____

By: _____

EXHIBIT "D"

TEMPORARY CONSTRUCTION EASEMENT AND/OR UTILITY EASEMENT PROVISIONS

Yes No 1. TEMPORARY CONSTRUCTION EASEMENT ("TCE"). Seller will grant to Buyer at Close of Escrow a temporary and non-exclusive construction easement and right-of-way ("TCE") over, on, under, in, across, along and through that certain portion of the Remainder Parcel more fully described and depicted in Exhibits "A-2" and "B-2" attached hereto and incorporated herein by reference, for the purpose of all necessary and convenient activities associated with the Project. The Purchase Price includes payment of full compensation to Seller for the TCE. Buyer and Seller will provide an executed and acknowledged TCE to Escrow Holder, for recording at Close of Escrow. Seller agrees that if the area affected by the TCE needs to be modified (moved, expanded or contracted), Seller will cooperate with such modifications, in which case (a) an Amendment to the TCE will be recorded reflecting such modified easement area; and (b) in the event the easement area is enlarged, Buyer will pay to Seller concurrent with the recording of the amended TCE, an amount equal to _____ Dollars (\$_____) for each additional square foot of space in the modified easement area.

Yes No 2. UTILITY EASEMENT(S). The Purchase Price includes compensation to Seller for the granting of one or more Utility Easement(s), as described and depicted in Exhibit "A-3" and "B-3" attached hereto. At Close of Escrow, the parties will provide to Escrow Holder and Escrow Holder shall cause such Utility Easement(s) to be recorded. Buyer may elect to appear as the grantee in such easements, with the right to assign the easement rights to a public utility or quasi-public utility provider. Alternatively, Buyer may elect to have such Utility Easement(s) granted directly by Seller to the utility provider. Seller agrees that if, prior to or during construction of the Project, it becomes necessary to adjust the location of such Utility Easement(s), Seller will execute an appropriate amendment to the Utility Easement(s); provided, however, that if the area affected by the Utility Easement(s) is increased as a result of such adjustment, Seller shall receive, concurrent with the recording of the amended Utility Easement(s), an amount equal to _____ Dollars (\$_____) per square foot for each additional square foot of space required for the modified Utility Easement.

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

**EXHIBITS "A-2" AND "B-2"
PLACEHOLDER**

EXHIBIT "E"

CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS

1. Construction/Repair By Buyer. The following items of repair and construction will be completed by Buyer (or contractors engaged by Buyer) on or after the Start Date described below:

(a)

(b)

All such work performed by or on behalf of Buyer shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in good and workmanlike manner. Any structures, improvements or other facilities, if removed, relocated or reconstructed, shall be left in as good condition as found.

2. Removal Of Improvements By Seller. The Purchase Price to be paid to Seller at Close of Escrow includes compensation for the value of the following improvements:

(a)

(b)

(c)

(d)

Seller may elect to remove or relocate some or all of the above improvements following Close of Escrow; provided, however, that any of the above improvements that have not been removed from the Property by the Completion Date (defined below) may be removed by Buyer, its agents, contractors or assigns, and disposed of in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever. If the improvements referred to in this Section 2 above are not removed from the Property by the Completion Date defined below (but in no event sooner than Close of Escrow), Buyer, its agents, contractors or assigns, shall have the right to remove such improvements and dispose of the same in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever.

3. Notice. Buyer shall provide not less than _____ (__) days prior written notice to Seller of the date upon which Buyer's work under Section 1 above is scheduled to commence ("**Start Date**"). Buyer shall provide not less than _____ (__) days prior written notice to Seller the date upon which Seller's work under Section 2 above must be completed ("**Completion Date**").

4. Maintenance Responsibility. Following Close of Escrow and completion (whether by Buyer or Seller) of the curative work described in this Exhibit D, Seller will be solely responsible for the maintenance and repair of any building, landscaping or other improvements on the Remainder Parcel except as follows: _____; and Buyer or its successor will be solely responsible for maintenance of the improvements within or to the Property. Maintenance obligations with respect to any TCE and/or Utility Easement(s) will be as described in Exhibit "D".

5. Protection In Place. During any period of construction by Buyer as described herein or in connection with the TCE or Utility Easement(s), Buyer shall cause the following improvements on the Remainder Parcel to be protected in place: [If none, so state:]

6. Continuing Cooperation. Buyer believes that the engineers that have designed the Project and prepared the legal description of the Property have accurately calculated and described the portion of the Original Parcel that will be required in connection with the Project. However, because the Project is being constructed on a "design/build" basis, it is possible that following execution of this Agreement or even following Close of Escrow, an additional portion of the Remainder Parcel may be required in connection with the Project. Buyer and Seller agree that in such event, they will work together in good faith on the following basis:

(a) Conveyance of any additional portion of the Remainder Parcel will not materially affect the use thereof for residential purposes by Seller; and

(b) The price per square foot of any such additional portion of the Remainder Parcel will be the higher of (i) the per square appraised value of the Property; or (ii) the per square foot value established by an appraisal conducted not more than one hundred eighty (180) days prior to the conveyance of such additional portion of the Remainder Parcel from Seller to Buyer; and (iii) such conveyance will be subject to all the terms and conditions of this Agreement.

7. Special Provisions. In addition to the matters described in this Exhibit D or elsewhere in the Agreement, Buyer and Seller agree that the purchase and sale of the Property is subject to the following additional provisions: [If none, so state:]

EXHIBIT "F"

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

Attention: _____

Exempt from Recording Fees per Govt. Code §27383
Exempt from Documentary Transfer Tax per Calif. Rev. & Tax. Code §11922

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM is executed in connection with that certain "Agreement for Acquisition of Real Property" executed by the undersigned Buyer and Seller and dated as of _____, 2012 ("**Agreement**"). Seller has previously owned all of the real property described in Exhibit "A" attached hereto ("**Original Parcel**"). Pursuant to the Agreement, Seller has, concurrent with the recording of this Memorandum, sold and conveyed a portion of the Original Parcel ("**Property**") to Buyer for use in connection with I-15/I-215 Devore Junction/Goods Movement Improvement Project ("**Project**"). Seller has retained title to that portion of the Original Parcel described in Exhibit "A-1" attached hereto ("**Remainder Parcel**").

Pursuant to the Agreement, Seller has received compensation for certain future obligations with respect to the Remainder Parcel and/or the Property, which may include the removal, relocation, reconstruction and/or refurbishment of certain improvements. Buyer and Seller have also agreed to cooperate with respect to the possible conveyance of minor additional portions of the Remainder Parcel in the future. The above obligations burden and constitute an encumbrance upon the Remainder Parcel for the benefit of the Property and constitute covenants running with the land, pursuant to California Civil Code Section 1468. These obligations will therefore be binding upon any successor owner who acquires title to the Remainder Parcel prior to the completion by Seller of these obligations. Any person that purchases the Remainder Parcel prior to the completion of such obligations by Seller is advised to obtain information from Seller regarding the nature and extent of such obligations and obtain from Seller compensation sufficient to allow such successor owner to complete such obligations in accordance with the Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

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

Dated: _____, 201_

BUYER

a public entity

By: _____

Approved as to Form:

By: _____

Dated: _____, 201_

SELLER

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL PARCEL

That certain real property located in _____, San Bernardino County, California, described as follows:

[To Be Attached]

EXHIBIT "A-1"

LEGAL DESCRIPTION OF REMAINDER PARCEL

That certain real property located in the _____ County,
California, described as follows:

[To Be Attached]



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

Minute Action

AGENDA ITEM: 20

Date: August 1, 2012

Subject: Hellman Road At-Grade Railroad Crossing Safety Improvements

- Recommendation:***
- 1) Authorize staff to work with the Southern California Regional Rail Authority (SCRRA) and City of Rancho Cucamonga to submit a grant application for \$6,004,819 from the Proposition 1B Highway-Railroad Crossing Safety Account.
 - 2) Authorize the use of State Transit Assistance funds in the amount of \$750,000 as a local match for the project should the grant be awarded to SCRRA.

Background: Proposition 1B was approved by the voters of California in November 2006 and included \$250,000,000 to fund the Highway-Railroad Crossing Safety Account (HRCSA). The intent of the program is to provide money for safety and security improvements to at-grade rail crossings and the construction of grade separations.

The program guidelines adopted by the California Transportation Commission (CTC) split this program into two parts.

Part 1 - Proposition 1B provided that \$150 million from the HRCSA shall be made available for allocation to projects on the priority list established by the California Public Utilities Commission (CPUC) pursuant to the process established in Chapter 10 (commencing with Section 2450) of

*

*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Division 3 of the Streets and Highways Code, with two exceptions: (1) a dollar for dollar match of non-state funds shall be provided for each project; and (2) the \$5 million maximum in Section 2454 shall not apply to HRCSA funds.

Part 2 - Proposition 1B provided that the other \$100 million from the HRCSA shall be made available to high-priority railroad at-grade crossing improvements, including grade separation projects, that are not part of the process established in Chapter 10 (commencing with Section 2450) of Division 3 of the Streets and Highways Code. These may include projects at any of the following:

- (a) Crossings where freight and passenger rail share the affected rail line.
- (b) Crossings with a high incidence of motor vehicle-rail or pedestrian-rail collisions.
- (c) Crossings with a high potential for savings in rail and roadway traffic delay.
- (d) Crossings where an improvement will result in quantifiable emission benefits.
- (e) Crossings where the improvement will improve the flow of rail freight to or from a port facility.

In June, staff was contacted by SCRRA staff with the request for SANBAG support of a project and grant application to include safety and security enhancements to the Hellman Road at-grade crossing of the San Gabriel Subdivision in the City of Rancho Cucamonga. The grade crossing improvements proposed by SCRRA include bringing Hellman up to current SCRRA Grade Crossing Safety Standards including, among other improvements, addition of pedestrian improvements, roadway widening, and advanced pre-emption timing. With advanced preemption, an advanced signal is sent to the roadway traffic signals for better clear-out of the crossing in advanced of the normal simultaneous gate activation. The work is scheduled to be completed by August 2013.

The Hellman Avenue crossing is on a segment of the Metrolink system that serves 42 weekday passenger trains and 12 weekday freight trains. The crossing has shown a higher than average incidence of motor vehicle/rail collisions. The Federal Railroad Administration (FRA) grade crossing safety model predicts the probability that a collision between a train and a highway vehicle will occur at the crossing in a year is 3%. Most of the incidents have been due to autos stopped on crossing due to traffic signals at adjacent streets. The improvements at the crossing are designed to reduce this behavior.

With respect to the local match, the program guidelines require a local match. Projects to be funded from Part 1 require at least a one-to-one match of local, federal or private funds. In accordance with subdivision (d) of Section 2454 of the Streets and Highways Code, no allocation shall be made unless the railroad agrees to contribute 10% of the cost of the project. Projects to be funded from Part 2 do not require any specific match or railroad contribution. However, the CTC will give higher priority for funding from Part 2 to projects with a non-state match.

The funds that SANBAG has identified for local match are State Transit Assistance funds (STAF). While discussing the match with SCRRA staff, SCRRA staff indicated that although the funds are state funds, they are discretionary for the project and would receive favorable treatment for including them as a match. The City of Rancho Cucamonga is also including a contribution in the amount of \$2,073,494. With both the SANBAG and City of Rancho Cucamonga matches, the project has a 47% local match.

Financial Impact: Approval of this item would authorize a commitment of funding in the amount of \$750,000 by SANBAG using State Transit Assistance funds should the grant application by SCRRA be successful. If SANBAG is informed that the grant application was successful, staff would bring another agenda item back to the Board for approval authorizing a budget amendment at that time.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on July 19, 2012.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Hellman Road Grade Crossing Safety Improvements

Application for Proposition 1B Highway-Railroad Crossing Safety Account
Project Narrative

Project Scope

This project is the construction of rail-highway grade crossing improvements at the Hellman Road crossing of the San Gabriel Subdivision. The project is located in the City of Rancho Cucamonga. The rail line serves Metrolink and freight rail trains. This project reduces the opportunity for collisions thereby increasing safety and reducing delays to passenger and freight rail traffic and motor vehicles traveling through the crossing. Geometry of adjacent streets precludes grade separation at this location. The proposed improvements are needed to improve safety as both motor vehicle and passenger and freight rail traffic continue to increase. The improvements will implement SCRRRA's latest highway-rail grade crossing safety standards which may include one or more of the following features: new raised median islands; additional gate arms and cantilevered flashing signals; improved curbs, gutters, and sidewalks with pedestrian enhancements; crossing widening to improve truck turning radii; right-of-way swing gates; and advanced signal preemption and other traffic signal improvements. Specifically, this project will provide addition of pedestrian improvements, roadway widening, and advanced preemption.

Anticipated benefits (outputs and outcomes)

The crossing is on the Metrolink system on a segment that serves 42 weekday passenger trains and 12 weekday freight trains. The crossing has shown a high incidence of motor vehicle-rail collisions. The FRA grade crossing safety model predicts the probability that a collision between a train and a highway vehicle will occur at the crossing in a year is 3%. Since 3/1/1977, there have been 2 FRA-reportable highway-train incident(s) resulting in 0 death(s), multiple injuries and damage to rail and highway vehicles. Most of the incidents have been due to autos stopped on crossing. The improvements at the crossing are designed to reduce this behavior.

The benefits of this project are improved safety at the crossing due to reduction of collisions with the associated property damage, potential injuries and loss of life as well as reductions of delays to both train and street traffic resulting from collisions and near-misses. Based on current locomotive operations, each accident contributes to an idle time of approximately 2 hours, burning 25 gallons per hour (GPH). This additional 50 gallons creates 0.445 metric tons of CO₂. Construction of the proposed safety improvements has shown to significantly reduce the number of accidents, thus reducing the train idle time. This reduction will then cause significantly less diesel particulates and other air pollutants.

Non HRCSA Funding

Non-HRCSA funding includes \$2,073,494 in City of Rancho Cucamonga funding and \$750,000 in SANBAG funding for a total of \$2,823,494.

Project Delivery Plan

SCRRRA has been working with the City of Rancho Cucamonga on the scope for this crossing and both parties believe the project is deliverable. There are no major engineering issues expected and no resistance is expected from the community. No issues are expected related to funding commitments.

Function of the Crossing within the Rail Corridor

The proposed project is included in a system-wide Sealed Corridor strategy for improving safety in this rail corridor. A Sealed Corridor approach is a cost-effective alternative to enhance rail safety through a comprehensive strategy to enhance the safety of trains, passengers, motorists, pedestrians, and neighboring land uses within and among Metrolink's railroad corridors. Typical safety measures include median barriers, four-quad gates, signal, signage and striping improvements, and fencing to systematically reduce the opportunity for accidents at grade crossings or elsewhere within the corridor.

Description and Quantification of Project Benefits

- a. The proposed improvements will result in savings in both rail and roadway traffic delay due to elimination of the above collisions.
- b. The proposed improvements will result in emissions reductions due to the elimination of the above collisions with the associated idling of motor vehicle and rail vehicles.
- c. The improvements will improve the flow of 12 weekday freight trains serving the Ports of Long Beach and Los Angeles due to the reduction/elimination of the above collisions.

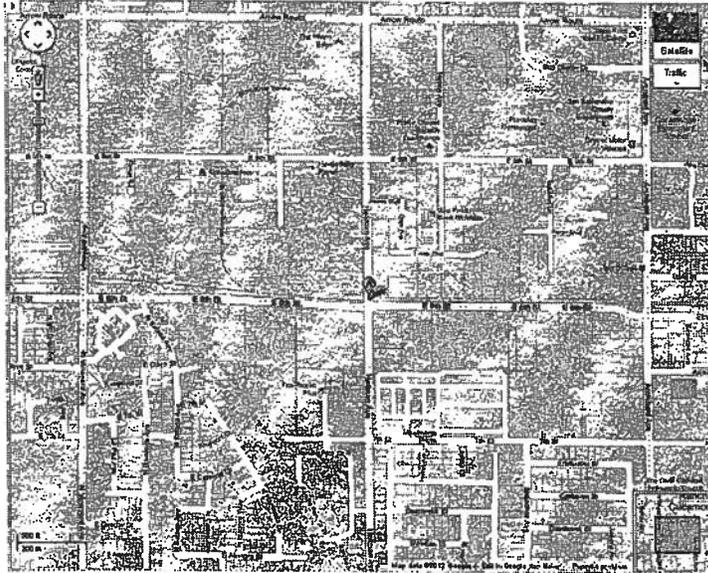
Useful Life

The useful life of the project is at least 30 years.

Hellman Road Grade Crossing Safety Improvement

HRCSA Fact Sheet

Project Location: San Gabriel Subdivision, Mile Post. 39.60, in Rancho Cucamonga, CA



Project Scope: To bring the highway-rail crossings up to current SCRRRA Grade Crossing Safety Standards including, among other improvements, addition of pedestrian improvements, roadway widening, and advanced preemption.

Useful Life: The useful life of the project is at least 30 years.

Funding Plan:

City of Rancho Cucamonga	\$2,073,494
SANBAG	\$750,000
HRCSA	\$3,181,325
TOTAL PROJECT COST	\$6,004,819

Delivery Milestones

Environmental Clearance (Statutory Exemption/Categorical Exclusion)	Completed
Land Acquisition	NA
Design	Completed
Construction Bid Award	3/31/2013
Construction Completion	8/28/2013
Project Closeout	11/26/2013

Major Project Benefits:

The proposed improvements will:

1. Increase the safety of the crossing for pedestrians and vehicles
2. Reduce the probability of collisions at the crossing which will result:
 - a. In fewer delays to trains and vehicles
 - b. Emissions reductions with fewer idling vehicle and locomotive motors



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

Minute Action

AGENDA ITEM: 21

Date: August 1, 2012

Subject: Amendment No. 4 to Purchase Order 060108 with Allen Matkins Leck Gamble Mallory & Natsis LLP

Recommendation:* Approve Amendment No. 4 to Purchase Order 060108 with Allen Matkins Leck Gamble Mallory & Natsis LLP for legal services relating to railroad right-of-way issues, increasing the total compensation by \$10,000 for a new total of \$210,000.

Background: In August 2004, the Board approved an easement with the City of Rancho Cucamonga for the construction of a storm drain within the former Southern Pacific Railroad right-of-way acquired in 1991, also known as the Pacific Electric Trail. Portions of the right-of-way through Rancho Cucamonga and Fontana were granted to the Pacific Electric Railroad as easement for railroad purposes only. The same restriction was passed on to Southern Pacific and then to SANBAG.

On February 9, 2006, James Banks Jr. and Marsha Meek Banks filed a lawsuit against SANBAG and the City of Rancho Cucamonga contesting SANBAG's authority to grant a storm drain easement allegedly across their property.

In February 2006, SANBAG general counsel sought out informal proposals from three law firms to represent SANBAG in the lawsuit. In March 2006, Allen Matkins Leck Gamble Mallory & Natsis, LLP ("Firm") was selected to represent SANBAG, and was retained via a purchase order issued in the amount of \$25,000.

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
--	---

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.
 BRD1208b-maa
 Attachment: P060108-4

In May 2006, the Board approved Amendment No. 1 to the purchase order increasing the amount by \$50,000 to a not-to-exceed total of \$75,000. The increase was necessary so that the Firm could continue to provide the agency advice and representation in its defense of the lawsuit.

Due to the necessity of commencing eminent domain proceedings against James Banks Jr. and Marsha Meek Banks, the Board approved Amendment No. 2, on October 3, 2007, to the purchase order increasing the amount by \$75,000 for a new not-to-exceed amount of \$150,000.

In 2008, the Firm was in the process of negotiating and preparing a settlement agreement. In order to complete this process the Board approved Amendment No. 3 on February 6, 2008. The amendment increased the purchase order by \$50,000 for a new total of \$200,000.

By April 9, 2008, a settlement had been reached for the amount of \$226,703.87 with SANBAG paying the agreed amount. During the next few years, it was determined that a narrow strip of land was missed for the appraisal and may need to be acquired from Mr. Banks. As a result, steps were taken to amend the settlement agreement and the judgment. In early 2011, SANBAG Counsel and the Firm worked with the City of Rancho Cucamonga to amend the stipulated judgment. However, Mr. Banks and his attorney filed a final judgment that excludes the narrow strip of land that was missed. During early 2012, a final determination was made that SANBAG did not require this narrow strip of land since the storm drain was constructed within the original easement accepted by the City.

When the final judgment was accepted staff estimated that the purchase order with Allen Matkins Leck Gamble Mallory & Natsis LLP contained an available balance in order for the Firm to complete its work on the litigation. Unfortunately the estimate was not sufficient when staff received its final billing. This amendment increase of \$10,000 is necessary for the Firm to finalize any work and documentation, and to process a final billing.

Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget. Funding for this purchase order will be provided under Task No. 0352. The funding source is Local Transportation Fund Planning.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on July 19, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the purchase order.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

**PURCHASE ORDER NO. 060108
AMENDMENT NO. 4**

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

ALLEN MATKIN LECK GAMBLE MALLORY & NATSIS LLP

FOR

LEGAL SERVICES

This Purchase Order Amendment No. 4, by and between the San Bernardino Associated Governments ("Agency") whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and the firm of Allen Matkins Leck Gamble Mallory & Natsis LLP whose address is: 1900 Main Street, Fifth Floor, Irvine, CA 92614-37321 ("Attorneys"). Agency and Attorneys are each a "Party" and collectively "Parties" herein.

RECITALS:

WHEREAS, Agency requires certain legal services as described in the area of real property law and;

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

WHEREAS, Agency and Attorneys have previously entered into an agreement, Purchase Order No. 060108 ("Agreement"), under which Attorneys agreed to advise, defend, and assist in the representation of Agency in connection with the case of *James Banks, Jr., et al. v J.T. Storm Development, LLC, et al.* San Bernardino Superior Court Case No. RCV-093000 ("Banks Litigation"), and other matters relating to the railroad right-of-way formerly known as the Baldwin Park Branch of the Southern Pacific railroad purchased by Agency; and

WHEREAS, Agency desires to amend the Agreement to increase compensation so that Attorneys may be compensated for their final work on behalf of Agency;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties agree to amend the following terms and conditions of the Agreement:

1. Paragraph 2(c). Delete the current language and replace with the following:
 - c. For services performed under this agreement, Attorneys' compensation shall not exceed \$210,000 unless prior approval is obtained from the SANBAG Board.
2. All other terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year written below, and this Amendment is effective as of the day and year executed by Agency.

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLC
("Attorneys")

SAN BERNARDINO ASSOCIATED
GOVERNMENTS ("Agency")

By:

Stephen R. Thames
Partner

By:

Janice Rutherford
President, Board of Directors

Date:

Date:

APPROVED AS TO FORM

By:

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By:

Jeffery Hill
Contract Administrator



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

Minute Action

AGENDA ITEM: 22

Date: August 1, 2012

Subject: Budget Amendment for Task 0379 for Fiscal Year 2012/2013

Recommendation:* Approve Fiscal Year 2012/2013 budget amendment to increase task 0379 Commuter Rail Capital in the amount of \$1,459,313 funded by California Emergency Management Agency for a new task total of \$25,664,856.00.

Background: The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, was approved by the voters as Proposition 1B at the November 2006 General Election. This included a program of funding in the amount of \$1 billion to be deposited into the Transit System Safety, Security and Disaster Response Account (TSSDRA).

In the Fiscal Year (FY) 2010/2011, the budget act included \$100 million for the TSSDRA by which Sixty percent (60%) of those funds (\$60 million) is being made available for eligible transit system safety and security projects under the California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF).

On March 17, 2011 the Commuter Rail and Transit Committee adopted Resolution 11-009 allocating Proposition 1B TSSDRA Government Code 8879.58(a)(2) – Population Funds totaling \$1,597,404 to the following lead Project Sponsors:

*

Approved
Board of Directorss

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	
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Check all that apply.
 BRD1208C-MAA

Morongo Basin Transit Authority	\$ 26,633
Mountain Area Regional Transit Authority	\$ 56,713
Needles Area Transit	\$ 75,000
SANBAG	\$1,459,313

In June 2012, SANBAG received their apportionment in the amount of \$1,459,313 from California's Emergency Management Agency to be used in SANBAG's Downtown San Bernardino Passenger Rail Project. This funding needs to be amended into the FY2012/2013 budget to ensure proper expenditures for this funding source.

Financial Impact: This item is not consistent with the FY2012/2013 budget and requires a budget amendment to increase task 0379 Commuter Rail Capital in the amount of \$1,459,313 funded by California Emergency Management Agency for a new task total of \$25,664,856.00.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on July 19, 2012.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs



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

Minute Action

AGENDA ITEM: 23

Date: August 1, 2012

Subject: Fiscal Year 2012/2013 Transportation Development Act (TDA) Unmet Transit Needs Public Hearings

- Recommendation:***
1. Adopt Definitions of "Unmet Transit Needs" and "Reasonable to Meet" as identified in Attachment A.
 2. Set Times, Dates and Locations for TDA Unmet Transit Needs Public Hearings.

Background: Each year the San Bernardino County Transportation Commission is required by Public Utilities Code Sections 99238.5 and 99401.5 to hold public hearings for obtaining testimony regarding unmet transit needs that can be reasonably met and must adopt findings prior to making an allocation of Local Transportation Funds (LTF) for street purposes. Per the Board action of 1993, a public hearing will not be held in the Valley as all LTF revenues are committed to transit. The information obtained at these hearings will be used in the planning and budget development of the affected transit operators for the subsequent fiscal year, as recommend in the transit operators' performance audit.

In January 2003, the Board approved the definitions of "unmet transit needs" and "reasonable to meet". An amendment to Section C – Equity, under the definition of "reasonable to meet", was approved by the Board in September 2004. These definitions were the result of an extensive effort to update them, with input from organizations representing the transit dependent and the affected transit operators

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.
 BRD1208d-maa
 Attachment: BRD1208d1-maa

during 2002. The California Department of Transportation has suggested that the definitions be reviewed and adopted on a periodic basis. The definitions were again approved by the Board on July 2008. Attachment A contains the current definitions and no change is being proposed at this time. These definitions will be used to respond to the testimony received.

Two public hearings are proposed for this year with the locations being the Morongo Basin and Victor Valley. The Boards of the Morongo Basin Transit Authority (MBTA) and the Victor Valley Transit Authority (VVTA) will serve as the hearing boards at their respective locations.

The schedules for the proposed hearings are as follows:

Upper Desert Region
Monday, September 17, 2012 at 9:30am
Victor Valley Transit Authority
17150 Smoketree Street
Hesperia, California 92345

Lower Desert Region
Thursday, September 27, 2012 at 5:00 pm
HELEN GRAY CENTER
6601 White Feather Road
Joshua Tree, California 92252

Financial Impact: This item is consistent with the adopted FY 2012/2013 Budget. Funding for the public hearings is provided under Task No. 0309 the funding source is LTF Planning

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on July 19, 2012

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Attachment A

Definitions of "Unmet Transit Needs" and "Reasonable to Meet" adopted by the San Bernardino County Transportation Commission Board of Directors on July 19, 2012

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service or private for-profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

A. Community acceptance – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.

B. Timing

1. The proposed service shall be in response to an existing rather than future need
2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.

C. Equity – the proposed service shall:

1. Not unreasonably discriminate against or in favor of any particular segment of the community.
2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.
3. Require a subsidy per passenger generally equivalent to a 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

D. Cost effectiveness – the proposed service shall:

1. Not duplicate other existing transportation services or resources.

2. Consider opportunities for coordinating amount adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations and schools.

3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operations.

4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

E. Operational feasibility – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.



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

Minute Action

AGENDA ITEM: 24

Date: August 1, 2012

Subject: Estimate of Fiscal Year 2012-2013 reimbursements for Project Advancement Agreements

Recommendation:* Receive information on estimated reimbursements for Project Advancement Agreements (PAAs) for Fiscal Year 2012-2013.

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the SANBAG Board of Directors in December 2005. Project Advancement Agreements with Valley jurisdictions represent a total Measure I commitment of approximately \$118 million, including approximately \$34 million for the Valley Freeway Interchange Program and \$84 million for the Valley Major Street Program. See Attachment 1 for a complete listing of executed PAAs and associated projects for Valley programs.

The chronological process for reimbursement of Valley PAAs is stated in Measure I Strategic Plan Policy 40002/PA-11:

- *Policy 40002/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.*

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.
 BRD1208a-ss
 Attachment: brd1208a1-ss

The date of the consultant/contractor invoice or the date of the check for reimbursement to the consultant/contractor (if the invoice date is not available) is being used as the chronological reference. Policy 40002/PA-12 indicates that reimbursements are to occur on a quarterly basis.

Quarterly reimbursement for PAAs began in Fiscal Year 2010-2011. The SANBAG Board allocated \$2.911 million for reimbursement in the Valley Freeway Interchange Program and \$5.293 million for the Valley Major Street Program. Both of these represented 40% of the forecast revenue for those programs for Fiscal Year 2010-2011. The Board allocated \$3.83 million for the Interchange Program and \$6.97 million for the Major Street Program for Fiscal Year 2011-2012. The following reimbursements occurred for PAAs in Fiscal Year 2011-2012:

- Valley Freeway Interchange Program:
 - I-10/Pepper Interchange, Phase 1 (County) - \$2,185,026
 - I-10/Live Oak Interchange (Yucaipa) – \$1,709,908

- Valley Major Street Program (various arterial projects):
 - Chino - \$629,685
 - Chino Hills - \$329,825
 - Fontana - \$3,881,340
 - Highland - \$1,392
 - Rancho Cucamonga - \$2,355,939
 - Rialto - \$533,330
 - Yucaipa - \$78,834

Freeway Interchange Program PAA Reimbursements for FY 2012-2013

Fiscal Year 2012-2013 will be a milestone in the Freeway Interchange portion of the PAA program as both the I-10/Pepper Interchange, Phase 1 and the I-10/Live Oak interchange will be paid off, and PAA reimbursements will begin for the I-10/Riverside interchange. In addition, the I-15/Duncan Canyon interchange has been removed from the PAA program by virtue of the project's allocation of \$12 million in Proposition 1B Corridor Mobility Improvement Account (CMIA) funds by the California Transportation Commission in June, 2012. This means that the entire Freeway Interchange portion of the PAA program will likely be reimbursed by Fiscal Year 2013-2014. Once the PAAs are paid off, the allocation to other interchanges can then be increased.

The allocation of Measure I 2010-2040 funds for reimbursement of PAAs for freeway interchange projects is \$4,215,200 for Fiscal Year 2012-2013. This represents 40% of the Measure I revenue forecast for the Valley Freeway

Interchange Program for the fiscal year. This plus a residual amount from Fiscal Year 2011-2012 are forecast to result in the following reimbursements for the current fiscal year:

- I-10/Pepper Interchange, Phase 1 (County) - \$204,112
- I-10/Live Oak Interchange (Yucaipa) – \$2,328,141
- I-10/Riverside Interchange (Rialto) - \$1,697,079

The above amounts may change slightly before reimbursement begins, pending final invoice reviews.

Major Street Program Reimbursements

Approximately 2700 consultant/contractor invoices have been submitted for PAAs in the Major Street Program, representing 51 projects in the PAA Major Street Program pool. Of these, one project is a rail/highway grade separation project, and the remainder are arterial projects. The grade separation project is the crossing of Haven Avenue under the San Gabriel subdivision (Metrolink line).

The SANBAG Board has provided an allocation of \$12,533,250 for Major Street Program PAA reimbursement for Fiscal Year 2012-2013. This is substantially higher than the Fiscal Year 2011-2012 because unexpended arterial allocations from Fiscal Year 2010-2011 have been added to the allocation of arterial Project Advancement Agreement (PAA) reimbursements for Fiscal Year 2012-2013. This increased the Fiscal Year 2012-2013 PAA allocation by \$4,258,470 over what it would have been otherwise (assuming the normal 40% allocation of Major Street funds), and reduced the arterial allocation by a like amount. This has been accounted for in the budget for Fiscal Year 2012-2013. If in future years the arterial program requires those funds for project reimbursement, the PAA program can be under-allocated in the appropriate budgeting cycle.

All seven jurisdictions with Major Street Program PAAs are projected to receive reimbursements in Fiscal Year 2012-2013, as follows:

- Chino - \$586,077
- Chino Hills - \$1,198,877
- Fontana - \$8,194,465
- Highland - \$72,250
- Rancho Cucamonga - \$882,604
- Rialto - \$344,497
- Yucaipa - \$1,276,465

The above amounts may change slightly before reimbursement begins pending final invoice reviews.

The Fiscal Year 2012-2013 schedule of forecast quarterly reimbursements was reviewed by the Transportation Technical Advisory Committee (TTAC) on June 25, 2012. The quarterly amounts vary by jurisdiction, depending on the invoice chronology.

Jurisdictions will be notified by SANBAG regarding the final reimbursement amounts. Jurisdictions will then respond with PAA invoices for each of four quarters, as the year progresses, and SANBAG will provide the reimbursement.

PAA reimbursements for the arterial program are considered part of each jurisdiction's equitable share for the arterial sub-program of the Valley Major Street program. Thus, any jurisdictions without PAAs will still be eligible for their fair share of Valley Major Street Program funds, as defined in the Development Mitigation Nexus Study.

- Financial Impact:*** This item is consistent with the approved Fiscal Year 2012-2013 Budget, Task No. 61013000, Measure I 2010-2040 Project Advancement.
- Reviewed By:*** This item was reviewed by the Plans and Programs Committee on July 18, 2012, and by the SANBAG Transportation Technical Advisory Committee on June 25, 2012.
- Responsible Staff:*** Steve Smith, Director of Planning

**MEASURE I 2010- 2040
Project Advancement Program – Project List**

Valley Freeway Interchange Projects--WITH EXISTING PAA AGREEMENT						
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Measure Share
Yucaipa	C07047	08/02/2006	brd0608a-abz	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	\$6,286,672
Fontana	C07129	12/06/2006	brd0612b-abz	I-15 at Duncan Canyon Rd	Construct New Interchange	\$4,068,000
Rialto	C07170	04/04/2007	brd0704c-abz	I-10 at Riverside Avenue	Interchange Reconstruction	\$17,382,581
TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS						\$27,737,253

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	Measure Share
Chino Hills	C07022	07/05/2006	brd0607b-abz	Peyton Dr	Widen from Grand Av to Chino Hills Pkwy	\$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	\$5,134,000
Fontana	C07059	12/06/2006	brd0612b-abz	Cherry Ave	Widen from Jurupa Ave to Slover Ave	\$2,114,800
Fontana	C07060	12/06/2006	brd0612b-abz	Foothill Ave	Widen from East Ave to Hemlock Ave	\$5,032,000
Fontana	C07061	12/06/2006	brd0612b-abz	Sierra Ave	Widen from Baseline Ave to Walnut Ave	\$5,304,000
Fontana	C07062	12/06/2006	brd0612b-abz	Jurupa Ave	Widen from Etiwanda Ave to Sierra Ave	\$8,160,000
Fontana	C07063	12/06/2006	brd0612b-abz	Citrus Ave	Widen from Baseline Ave to So. Highland Ave	\$2,720,000
Fontana	C07064	12/06/2006	brd0612b-abz	Walnut Ave	Widen from Citrus Ave. to Sierra Ave	\$2,856,000
Fontana	C07065	12/06/2006	brd0612b-abz	So. Highland Ave	Widen from San Sevaine Rd to Citrus Ave	\$2,720,000
Fontana	C07066	01/10/2007	brd0701a-abz	Cypress Ave	Construct Overcrossing at I-10	\$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	\$523,416
TOTAL MEASURE COMMITMENT TO HIGHLAND						\$523,416
R Cucamonga	C07025	08/02/2006	brd0608b-abz	Haven Ave	Construct Grade Separation	\$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	\$1,224,750
Yucaipa	C07099	10/04/2006	brd0610b-abz	Oak Glen Rd	Widen from 2nd St to Bryant	\$345,000
Yucaipa	C07100	10/04/2006	brd0610c-abz	Oak Glen Rd	Widen from Yucaipa Bl to Avenue E	\$1,242,000
Yucaipa	C07101	10/04/2006	brd0610d-abz	Wildwood Canyon Rd	Intersection Improvements at 5th St	\$380,880
TOTAL MEASURE COMMITMENT TO YUCAIPA						\$3,192,630
TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREET PROJECTS						\$70,061,124

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	Measure Share
SB County	C10092	05/05/2010	brd1005a-pc	I-10 Pepper Ave	I-10 Freeway Interchange	\$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 Ulica	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 Ulica	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	Carmelian 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 East Ave	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 Sevaline	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	\$158,000	\$7,321,620
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	\$201,000	\$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	\$282,000	\$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	\$168,664
					TDA Article 3 (buydown public share)	-75970	
					TOTAL MEASURE COMMITMENT TO HIGHLAND	-75970	\$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



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

Minute Action

AGENDA ITEM: 25

Date: August 1, 2012

Subject: Improvement to Transit Access for Cyclists and Pedestrians

Recommendation:* Receive report on the Improvement to Transit Access for Cyclists and Pedestrians Study.

Background: In June 2011, the Board approved an amendment to the Continuing Cooperative Agreement with the Southern California Association of Governments (SCAG) for the preparation of a study titled, Improvements to Transit Access for Cyclists and Pedestrians Study. The study is a collaborative effort between SANBAG and SCAG using a Federal Transit Administration (FTA) 5304 planning grant that SANBAG successfully obtained through Caltrans in 2010.

The study is a one-year effort focused on improving access to and from transit stations on the San Bernardino Metrolink line and the E Street sbX specifically, but is being conducted in a manner that provides transferability to additional contexts. The primary effort of the study is to identify existing deficiencies in the pedestrian and bicycle environments of the transit station catchment areas and to identify improvements that could be reasonably implemented by jurisdictions to correct the deficiency. Secondary considerations of the study include a "best practices" guidebook for local jurisdictions as well as a manual on non-motorized funding opportunities.

*

Approved
 Board of Directors

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.

On July 18, 2012, the Project Manager, Brian Gaze, from Alta Planning + Design provided the Plans and Programs Committee a presentation on the study, including information on the station catchment areas, types of improvements contemplated by the study and examples of prototypical projects that might provide the greatest improvement to the non-motorized environment for the least amount of investment. Feedback from the Committee will be incorporated into the draft final report, which is scheduled for release by the end of July 2012.

Following the completion of the study, SANBAG and its local jurisdiction partners will need to consider when and how to move forward with the implementation of appropriate improvements recommended by the consultant. This can be considered as part of the implementation of the “Active Transportation” component of the Regional Transportation Plan/Sustainable Communities Strategy approved by SCAG in April 2012. Identification and pursuit of funding will be of paramount importance as the agencies move forward.

- Financial Impact:*** Staff activities associated with this item are funded under Task No. 0404 Subregional Transportation Planning. This item is consistent with the current adopted Fiscal Year 2012-2013 SANBAG budget.
- Reviewed By:*** This item was received by the Plans and Programs Committee on July 18, 2012.
- Responsible Staff:*** Ryan Graham, Transit Analyst

**DISCUSSION
ITEMS**



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

Minute Action

AGENDA ITEM: 27

Date: August 1, 2012

Subject: SANBAG Board of Directors meeting start time

Recommendation:* Set the start time of the regularly scheduled SANBAG Board of Directors meetings at 10:00 a.m.

Background: There are several SANBAG Board members who also serve on the Omnitrans Board of Directors. The Omnitrans Board of Directors meetings are scheduled on the same day as the SANBAG Board meeting and start at 8:00 a.m. With the SANBAG meeting starting at 9:30 a.m. it does not allow sufficient time for members, which serve on both boards, to travel between meetings.

Therefore, to provide Omnitrans members with sufficient time to participate on both boards it is recommended that the monthly SANBAG Board of Directors meeting start at 10:00 a.m.

It is important to note, the existing SANBAG Bylaws state the SANBAG Board of Directors meetings will commence on the first Wednesday of the month at 9:00 a.m. However, in the 1990s, by action of the Board, the meeting time was changed to 9:30 a.m. This change was made to accommodate Board members with longer commutes and the frequent delay of SANBAG Board meetings as a result of long Omnitrans Board meetings.

Financial Impact: This item has no financial impact on the SANBAG Fiscal Year 2012/2013 budget.

Reviewed By: This item has not had prior policy committee review.

Responsible Staff: Ray Wolfe, Executive Director

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.
 BRD1208A-RW



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

Minute Action

AGENDA ITEM: 28

Date: August 1, 2012

Subject: High Desert Corridor Route Alternative Interactive Map and Online Tool

Recommendation:* Receive a presentation and demonstration of the High Desert Corridor Route Alternative Interactive Map and Online Tool.

Background: The High Desert Corridor (HDC) project proposes the construction of a new, approximately 63-mile, east-west freeway/expressway linking State Route (SR)-14 in Los Angeles County with SR-18 in San Bernardino County. This new freeway/expressway connection would link some of the fastest residential, commercial and industrial growth areas in Southern California, including the cities of Palmdale, Lancaster, Adelanto, Victorville and the Town of Apple Valley. In addition to addressing the issue of growth, the HDC project will address traffic safety and support the growing need to move goods through our region.

The HDC is currently in the Environmental Impact Statement/Report preparation phase. As part of that effort, public outreach is required to inform people about the project and potential impacts. Public meetings have been held to discuss the project throughout the region to seek public input. Another tool being used to educate and inform the public is the Route Alternative Interactive Map that is available at <http://interactive.metro.net/projects/high-desert-corridor/#>.

Supervisor Brad Mitzelfelt, Chairman of the High Desert Corridor Joint Powers Authority, will provide a brief overview and will introduce Mr. Chester Britt from

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*Approved
 Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	
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Check all that apply.
 BRD1208f-dab

Board Agenda Item
August 1, 2012
Page 2

Arellano and Associates to demonstrate the Route Alternative Interactive Map and answer questions about it or the HDC environmental outreach process.

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

Reviewed By: This item has not had prior policy committee review.

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



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

Minute Action

AGENDA ITEM: 29

Date: August 1, 2012

Subject: Mobility 21

Recommendation:* Receive a presentation on the efforts of Mobility 21 to advocate for transportation issues in Southern California.

Background: SANBAG is a member of Mobility 21, which is a coalition that brings together public, business, and community stakeholders to pursue regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura Counties. A nonpartisan alliance, Mobility 21 delivers a unified voice for the region's transportation priorities and seeks to improve mobility in the region.

Mobility 21 works to advance the cause of transportation in Southern California by mobilizing regional support for transportation funding and other legislative priorities of the region at the federal and state levels and by uniting political, community, and business leaders around common priorities for transportation. Mobility 21 achieves these objectives by organizing trips to Washington, D.C. and Sacramento to advocate for the region, by using various methods to communicate to stake holders about important issues surrounding transportation, and by educating stake holders through meetings and workshops on current issues in transportation.

Ms. Marnie O'Brien Primmer, Executive Director of Mobility 21 will make a presentation to the Board of Directors on the efforts of Mobility 21 to advocate

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Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	
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Check all that apply.
 BRD1208e-dab

for transportation, and on the upcoming Southern California Transportation Summit scheduled for September 28, 2012 in Anaheim.

Financial Impact: This item does not have an impact on the adopted SANBAG budget.

Reviewed By: This item has not had prior policy committee review.

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



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

Minute Action

AGENDA ITEM: 30

Date: August 1, 2012

Subject: SANBAG's Role as a Council of Governments

Recommendation:* Receive the information on SANBAG's role as a Council of Governments (COG) as background to be used during the Board of Directors COG Workshop on August 22, 2012.

Background: The Board of Directors has expressed an interest in SANBAG reinvigorating its role as a COG. The first step in that process is a Board workshop scheduled for August 22, 2012. This workshop will allow the Board to discuss their thoughts on what SANBAG's role should be, what resources should be dedicated to the effort, what funding sources are available, and what direction should be given to the staff.

To assist the Board in their preparation for this workshop, the following information is provided for their use: a brief history of SANBAG as a COG, COG functions SANBAG has performed, staff and funding resources that are available, and some possible needs that SANBAG could address as a COG.

SANBAG as a COG

SANBAG was created in 1973 as a Joint Powers Authority to be the COG for San Bernardino County. The initial focus of SANBAG was to provide a forum to collectively work on issues that crossed political boundaries and affected regions of or the whole of San Bernardino County.

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Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.
 BRD1208g-dab

In 1976, the State, through Assembly Bill 1246, created County Transportation Commissions (CTCs) to coordinate Transportation Improvement Programs (TIPs) and to coordinate mass transit service. For San Bernardino County, the State designated SANBAG as the CTC. It was after this time that local leaders realized the need for additional revenue to help meet the transportation and transit needs of our growing County.

In 1989, SANBAG became the County Transportation Authority with the passage of Measure I. With Measure I came the revenues to implement a large capital improvement program. While SANBAG has never stopped its work as a COG and has always performed COG functions, the majority of SANBAG's resources and budget were focused on transportation issues at this time.

The Board of Directors has expressed an interest in seeing SANBAG devote more energy towards COG functions. In order for SANBAG staff to carry out this desire, it is necessary for the Board of Directors to have a discussion on the subject in order to provide informed direction to staff on what role they see as beneficial and appropriate and the funding and personnel resources that are available or needed. This is a first step in that discussion and is intended to provide some background on the COG functions that SANBAG has been fulfilling and the resources that have been used to fund those efforts. Hopefully this will help generate ideas in advance of the special workshop to be held to specifically explore this topic.

Current and Pending COG Functions

Here is a list of functions that SANBAG has performed as a COG:

- Intergovernmental coordination – This is the one forum where every city, as well as the County Board of Supervisors, meet on a regular basis to discuss issues of mutual concern. This helps bring the county together as a region to have a voice in the broader Southern California region, the state and the nation.
- Countywide Vision – Serve as the forum to discuss and develop the county-wide vision and to help formulate and implement action items for achieving the vision.
- City/County Conference – Provides an annual forum for all elected local officials from the county to discuss issues of mutual concern as well as provide a forum to educate leaders on topics of importance to the region.
- Annual Survey – Provides an assessment of citizen's perceptions of government services, economic conditions and governance. A broad regional

survey if designed correctly is better able to pick up trends that a single city survey might not.

- City/County Manager's Technical Advisory Committee – This is the only forum for all city managers and the County CEO to meet. This body can serve to help develop and coordinate strategies for dealing with region-wide issues and new state mandates. It is also a forum where managers can identify new areas for cooperation and cost sharing. This body also serves as the basis of technical analysis of complex issues affecting local governments that can form the basis of information and recommendations with which to advise policy makers.
- Inland Empire Economic Quarterly – This is the only regular publication of economic analysis performed for the Inland Empire specifically. The information can be of value as public policies are considered.
- Growth Forecasting – Prepare the growth forecast for the County and cities. The data is accessible to all jurisdictions to supplement their land use planning activities.
- Development Tracking – Monitor land use inventory and compare projected land use with actual development. This is a tool used as part of the growth forecast and the data is available to all jurisdictions.
- Air Quality Planning – Assist in air quality attainment efforts for the county so growth can continue. Help represent our county's local and unique needs with state and regional air quality agencies.
- Growth Mitigation (Congestion Management) – Manage countywide program to evaluate development impacts on regional transportation systems.
- Housing Policy (Regional Housing Needs Assessment) – Advocate for our region at SCAG as the RHNA numbers are developed.
- Endangered Species and other Environmental Mitigation – Complete the biological inventory for our transportation projects. Local agencies can use the inventory in their CEQA processes. Acquire environmental mitigation for regional transportation projects. Help satisfy CEQA and NEPA mitigation requirements so projects can move forward. Preserve habitat conservation areas that will enhance the quality of life for years to come.
- Data and GIS Mapping – Share Geographic Information System (GIS) data and mapping services with member agencies. Develop growth forecast and other data layers for use by all agencies.
- Greenhouse Gas Inventory (Sustainable Communities Strategy) – Prepare a regional Greenhouse Gas Inventory and environmental document that can be

used by participating cities in the preparation of their general plans and in CEQA analysis for development projects.

- Housing (Foreclosure Prevention) – Helped fund foreclosure prevention seminars throughout the region.
- Energy Conservation (PACE Program) – The Property Assessed Clean Energy (PACE) Program is a regional program allowing property owners to finance energy efficiency and water conservation improvements through annual assessments on their property tax bill. Goal is to reduce overall energy and water expenditures by property owners, stimulate economic activity, reduce greenhouse gases, decrease energy consumption, and increase water conservation.
- Joint Solar Power Purchase Agreements – A program allowing government agencies to come together to save money by installing solar panels to provide power for their facilities. Working in collaboration participants will realize economies of scale and will be able to get better pricing than they would independently.
- Traffic Modeling – Responsible for preparing the traffic model for San Bernardino County. This model is the basis on which traffic studies prepared in each jurisdiction are based.

COG Resources

The COG functions that are currently carried out are funded from two primary sources, General Assessment Dues that are paid by each city and the County to SANBAG and Local Transportation Funds (LTF) Planning funds. Another source of funding is direct contribution by participating agencies for programs that they are involved in. Examples of this would be the Joint Solar Power Purchase Agreement and the Regional Green House Gas Inventory. However, SANBAG still needs some resources to seek out and arrange such self-funding opportunities.

General Assessment Dues in fiscal year 2012/2013 will total \$99,188. This amount is divided among the jurisdictions based half on assessed valuation and half on population. The amount increases or decreases each year based on the percentage change in assessed valuation and population. These funds have been used to fund our Intergovernmental Relations and Council of Governments – New Initiatives Tasks. A project like Phase I of the Joint Solar Power Purchase Agreements is an example of a project funded by dues.

The LTF funds for planning that SANBAG will receive in fiscal year 2012/2013 is \$2,372,339. These funds come from a quarter cent of the statewide retail

sales tax. These funds have been used to fund Air Quality Planning, Regional Planning and Subregional Transportation Planning efforts (many of these are listed above as existing COG functions). These funds partially support SANBAG personnel in the Management Services, Planning, Air Quality and Traveler Services, and Transit and Commuter Rail Departments.

In order for SANBAG to consider expanding its role, it will need to find the resources necessary to pay for staff and to pay for consultants and contracts necessary for the contemplated work. SANBAG is currently carrying out the roles in San Bernardino County that are fulfilled by three separate agencies in Riverside County (Riverside County Transportation Commission, Western Riverside Council of Governments, and Coachella Valley Association of Governments) and SANBAG is working with two thirds of the staff of these three agencies.

Increasing COG activities will require additional staff resources. The COG functions currently being performed are using all of the personnel resources available. Staff will need to be brought on board as SANBAG employees, contractors, or through staff sharing with other agencies (where appropriate). Of course, this will require additional funding.

SANBAG staff has identified some possible funding sources for this purpose. The LTF Planning funds that SANBAG receives can be and is currently used for COG functions. Some of the current non-COG activities that SANBAG funds with LTF Planning funds could be reallocated to LTF Administration and LTF Rail funds. This would free up LTF Planning funds for COG functions, but could mean a corresponding decrease in the amount that might otherwise be passed through to agencies and transit providers as part of the LTF program.

There is also some available LTF Planning fund balance that could be used as "seed" money to get additional COG programs started and provide for the appropriate amount of resources. This "seed" money could cover a transition period to allow efforts to find program specific grants and other funding opportunities for the ongoing operation of those programs.

Finally, some COG programs could be self-funding. Examples of these types of programs are the PACE Program which could generate about \$100,000 each year to support SANBAG's COG staff. Another example is the Energy Leaders Partnership program. That program provides funding for the staff to administer it should the Board choose to pursue the program.

Other Possible COG Roles

As the Board discusses the appropriate role of a COG, here are some additional roles that have been suggested for SANBAG or that are being undertaken by other COGs in Southern California.

Suggested Roles

- Countywide Vision Implementation – Many of the implementation goals identified in the countywide vision will require collaboration not just among cities and the County but among water districts, school boards and others. A COG is the ideal forum to coordinate this collaboration.
- Legislative Advocacy – Help coordinate a more unified voice on legislation affecting local governments and our region. Expand beyond transportation related legislation and cooperate with the local divisions of the League of California Cities.
- Energy Leader Partnership – Coordinate the identification of energy efficiency opportunities in local government facilities and support the California Long Term Energy Efficiency Strategic Plan. Funding is available from SCE for this effort.

Activities of Other COGs

- Social Services – Help plan and seek grants for services targeted at seniors, youth, and the homeless.
- Economic Health – Promote the economic health of the region through joint promotional efforts.
- Environment – Conduct joint actions to deal with water quality protection, urban runoff, green building and other incentives for sustainable development.
- Public Safety – Conduct joint efforts in planning for mutual aid for large scale disasters or public safety incidents.
- Government Efficiency – Seek and promote opportunities for joint purchasing, resource sharing and other mechanisms to save money and improve efficiency.
- Center for Demographic Research – Clearinghouse for research on demographic trends and the collection of data of value to all policy makers.
- Airport Issues – Serve as the forum to keep impacted communities informed of airport expansion, noise, air space and commercial carrier priorities.

- Electric Vehicle Infrastructure – Plan for the installation of private and public EV charging stations and share policies and best practices for electric vehicle use in the community.

Summary

SANBAG does perform many COG functions. Many of these functions are related to regional planning issues, are of a more technical nature, and are in the background. SANBAG's staff that is available to work on COG projects is very near capacity and any major new COG initiative will have to be self-funding or coupled with an increase in COG funding to provide the necessary staff resources to carry out the work.

The question of what would be the most effective and beneficial use of a COG in San Bernardino County now needs to be addressed. What functions do cities, the County, our policy makers and our constituents want? How can we best utilize SANBAG's unique forum to address the issues facing our communities? Should a COG be more separate from SANBAG's other roles as a Transportation Commission? Is a single COG sufficient for the diverse geography of San Bernardino County? These are some of the questions that staff is hoping the Board will address as part of the workshop on August 22, 2012.

Financial Impact: This item does not have an impact on the adopted SANBAG budget. Subsequent decisions and actions by the Board of Directors on this subject could have implications for the budget and will be addressed at that time.

Reviewed By: This item has not had prior policy committee review.

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



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

Minute Action

AGENDA ITEM: 31

Date: August 1, 2012

Subject: San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Construction Management Services

Recommendation:* Approve additional payment of \$134,035.00 to Transportation Energy Solutions, Inc. for Construction Management Services on the San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Project, Contract No. C10202.

Background: On June 2, 2010, the Board approved a two year contract, C10202 with Transportation & Energy Solutions, Inc. (TES) for construction management services in support of the San Bernardino Valley Coordinated Traffic Signal System Tiers 3 and 4 Project. The Tiers 3 and 4 project allows for wireless interconnect upgrades to approximately 350 existing traffic signal locations throughout the San Bernardino Valley, including signals owned and maintained by Caltrans, the Cities of Chino, Chino Hills, Colton, Fontana, Highland, Loma Linda, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa and the County of San Bernardino.

TES was selected as the construction manager in part due to their knowledge of the system due to their previous experience as the construction management firm for the San Bernardino Valley Coordinated Traffic Signal System Tiers 1 & 2 phase.

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	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</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.

Tiers 3 & 4 construction started in February 2011, and was scheduled for completion in approximately 6 months. In July 2011, it became apparent that the project would not be completed on time due to numerous factors including constructability issues, field conditions, design inconsistencies, equipment compatibility and communication issues, change order material delays, agency coordination and knowledge issues, and complications encountered with the integration of new equipment with older equipment in existing traffic signal controller cabinets.

At the scheduled date of completion in August 2011, TES had expended 70% of its contract budget of \$526,681.00; however, the project was less than 50% complete. It was apparent that construction management services were not being kept in line with construction cost and schedule. At that time, SANBAG staff directed TES to reduce its level of effort further and complete the contract for the agreed not-to-exceed price. TES in good faith, continued with the work. To mitigate the alleged TES extra cost and project delays, SANBAG construction management staff took a more active role in issue resolution and coordination with TES, and with the designer, local agencies and the contractor.

In December 2011, the project was still not completed and TES formally requested SANBAG to augment its contract due to the numerous concerns including the "extremely complicated project and vastly different types of traffic signals and communication equipment, standards, requirements, staffing and resources, and existing infrastructure". This scope was known at the time of consultant selection. At that time TES took no responsibility for any delay or excessive management cost. Staff did not agree and a dispute arose. TES in good faith, and per the contract, continued with the work.

In early June 2012, the work on the project was completed. The original construction contract with contingency was \$3,291,713.00. Though a total of 20 contract change orders were issued and the project was delayed 10 months, construction work was completed without claims by the contractor and within the construction budgeted amount. Additionally steps taken by TES and SANBAG staff were able to reduce monthly construction management cost by almost 50%. This success required tight control on contract work and proactive approach by all parties in resolving issues.

With the project completion TES has presented its claim, an added cost of \$151,971.17. SANBAG staff and TES have reviewed and negotiated a tentative settlement for all extra work charges presented through June 2, 2012, in the amount of \$134,035.00. Per this agreement TES will provide project closeout support at no cost to SANBAG.

TES original contract with contingency was \$526,681.00 for the original 6 months of construction contract period. The original contract period of performance was through June 2, 2012. As the contract completion date has expired and TES had proceeded in good faith, staff is requesting authority to make final payment to TES in the amount of \$134,035.00 for services provided under the original contract performance period.

Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget under Task No. 0701, and is fully funded by TMEE funds.

Reviewed By: This item was reviewed and recommended for approval (9-2-0; Opposed: Graham and Yates), by the Major Projects Committee on July 19, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item 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: 32

Date: August 1, 2012

Subject: Utility Agreement C12208 for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

- Recommendation:***
1. Rescind Board's June 6, 2012 approval of Agreement C12208 in the amount of \$472,139.
 2. Approve Agreement C12208 in the amount of \$393,449 with Riverside Public Utilities for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project.

Background: In June 2012, the Board approved fifteen utility relocation agreements with various utilities including Utility Agreement C12208 with the Riverside Public Utilities (RPU) for the relocation of electric facilities within the boundaries of the I-215 Bi-County HOV Project. The total amount that was included in Agreement C12208 and authorized at the June 6, 2012, Board meeting was \$472,139. Following Board approval in June, Agreement C12208 was sent to RPU for execution.

A miscommunication error between staff and SANBAG's agent, Overland, Pacific & Cutler, Inc. (OPC), resulted in RPU receiving an older version of Agreement C12208 which was identical to the version that was approved by the Board in June 2012, but included a lower cost \$393,449. As a result, the

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COG		CTC		CTA	X	SAFE		CMA	
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Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

RPU Board authorized and executed Agreement C12208 in the amount of \$393,449.

To avoid possible delay in the relocation of the utilities and to the start of construction, and since RPU has already executed Agreement C12208, staff is recommending that the Board rescind its prior approval of Agreement C12208 in the amount of \$472,139 and approve a revised Agreement C12208 in the amount of \$393,449. RPU has confirmed that the revised amount of \$393,449 will be sufficient to cover all costs associated with the relocation of their facilities.

The original Agreement C12208 in the amount of \$472,139 was approved by the Major Projects Committee May 10, 2012, before receiving Board approval on June 6, 2012. Staff requests the Board waive returning this item to Major Projects Committee due to time constraints. Approving the revised Agreement C12208 in the lesser amount of \$393,449 will enable SANBAG to execute Agreement C12208 immediately and keep the project on schedule. Table 1 below summarizes the current project schedule:

Table 1

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

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget. Funding is provided under Task Number 0839. The funding source is Congestion Mitigation Air Quality, and MSI – 1990 Valley Major Projects. A revised Contract Summary Sheet is attached.

Reviewed By: This item has not had prior policy committee review. General Counsel and Contract Administrator have reviewed this item and the contract..

Responsible Staff: Garry Cohoe, Director of Project Delivery



"REVISED" CONTRACT SUMMARY SHEET

Contract No. C 12208 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Riverside Public Utilities - Electric

Contract Description I-215 Bi-County HOV Project – Utility Relocation

Board of Director's Meeting Date: August 1, 2012
Overview of BOD Action: Rescind June 6, 2012 Board approval of Agreement C12208 in amount of \$472,139. Approve a revised Utility Agreement C12208 in the amount of \$393,449.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	393,449	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	\$	393,449	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 393,449

Contract Start Date June 6, 2012	Current Contract Expiration Date May 31, 2013	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0839.
 A Budget Amendment is required.
 How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

<u>Garry Cohoe</u> Task Manager (Print Name)	<u>[Signature]</u> Signature	<u>7-24-12</u> Date
<u>KHAUL SABA</u> Project Manager (Print Name)	<u>[Signature]</u> Signature	<u>7-24-12</u> Date
<u>Jeffery Hill</u> Contracts Manager (Print Name)	<u>[Signature]</u> Signature	<u>7-24-12</u> Date
<u>[Signature]</u> Chief Financial Officer Signature (Print Name)	<u>[Signature]</u> Signature	<u>7-24-12</u> Date

mm
7/24/12

UTILITY AGREEMENT
SANBAG Agreement No. C12208

DISTRICT 08	COUNTY Riverside/San Bernardino	ROUTE 91 / I215	POST MILE RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	EA OM9401
FEDERAL AID NUMBER CML6053(101)		OWNER'S PLAN NUMBER 1214560		
FEDERAL PARTICIPATION				
On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

UTILITY AGREEMENT NO. 22465 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Riverside Public Utilities-Electric

Hereinafter referred to as "Owner", owns and maintains
Electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of electric facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22465 dated 2/16/2012, OWNER shall relocate Electric facilities within West and East La Cadena. All work shall be performed substantially in accordance with OWNER's Plan #1214560 consisting of 1 sheet, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of the SANBAG and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall ensure that the contractor hired to complete the work described herein obtain proof of insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add SANBAG as an additional insured under such policies. OWNER's contract with the contractor shall require that the contractor indemnify and defend SANBAG for any claims or liability arising out of the contractor's or any subcontractor's performance of the work described herein.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

Such Director's Easement Deeds as deemed necessary by SANBAG will be delivered to OWNER, conveying new rights of way for portions of the facilities relocated under this Agreement, over available SANBAG owned property outside the limits of the highway right of way.

SANBAG will acquire new rights of way in the name of either the SANBAG or OWNER through negotiation or condemnation and when acquired in SANBAG'S name, shall convey same to OWNER by Director's Easement Deed. SANBAG'S liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on State highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **\$393,449.**

Signatures on Following Page

**AGENCY
REPORTS**



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

July 18, 2012

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor
County of Los Angeles

To: Mayors and Councilmembers

John J. Benoit
Supervisor, Fourth District
County of Riverside

From: **Dennis R. Yates, Mayor/City of Chino**
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Michael A. Cacciotti
Mayor, South Pasadena
Cities of Los Angeles County/
Eastern Region

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Attached is the agenda item and outcome of the July 13, 2012 AQMD Governing Board meeting.

PUBLIC HEARING ITEM AT THE JULY 13, 2012 BOARD MEETING

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Amend Rule 1110.2 – Emissions from Gaseous- and Liquid-Fueled Engines

Joseph K. Lyou, Ph.D.
Governor's Appointee

Consistent with staff's Technology Assessment findings, the proposed amendments would re-establish the previously adopted emission limits for biogas-powered internal combustion engines. The proposed amendment would provide additional time for compliance, a compliance option for a longer averaging time for engines with superior performance in achieving lower mass emissions, and include other clarifications. This action is to adopt the resolution: 1) Certifying the CEQA Addendum to the 2008 Environmental Assessment; and 2) Amending Rule 1110.2.

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Dr. Clark E. Parker, Sr.
Senate Rules Appointee

Continued to the September 7, 2012 Board Meeting, as recommended by staff.

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

PUBLIC HEARING ITEM SCHEDULED FOR THE SEPTEMBER 7, 2012 BOARD MEETING

Status Report on Regulation XIII - New Source Review

This report presents the federal final determination of equivalency for January 2010 through December 2010. As such, it provides information regarding the status of Regulation XIII – New Source Review in meeting federal NSR requirements and shows that AQMD’s NSR program is in compliance with applicable federal requirements from January 2010 through December 2010.

Amend Rule 1110.2 – Emissions from Gaseous- and Liquid-Fueled Engines

(Continued from the July 13, 2012 Board Meeting)

Consistent with staff’s Technology Assessment findings, the proposed amendments would re-establish the previously adopted emission limits for biogas-powered internal combustion engines. The proposed amendment would provide additional time for compliance, a compliance option for a longer averaging time for engines with superior performance in achieving lower mass emissions, and include other clarifications. This action is to adopt the resolution: 1) Certifying the CEQA Addendum to the 2008 Environmental Assessment; and 2) Amending Rule 1110.2.



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on June 21, 2012. Since the MSRC canceled its meetings in August, the MSRC's next meeting is scheduled for Thursday, September 20, 2012, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved

At its June 21, 2012 meeting, the MSRC unanimously approved the minutes from its May 17, 2012 meeting.

Additional Award for Alternative Fuel Infrastructure Approved

As part of the FY 2011-12 Work Program, the MSRC allocated \$4 million for implementation of new and expanded CNG and LNG refueling stations and modification of maintenance facilities to accommodate gaseous-fueled vehicles. Program Announcement #PA2012-10 was released on March 2, 2012, with a final submission deadline of September 28, 2012. The MSRC previously approved awards for nine applications total \$1,219,000. One additional application for the installation of a publicly accessible CNG station in Murrieta was received from Southern California Gas Company and was deemed eligible, having met all requirements of the Program. At its June 21, 2012 meeting, the MSRC approved a contract with Southern California Gas in an amount not to exceed \$150,000 for the installation of this station as part of the FY 2011-12 AB 2766 Discretionary Fund Work Program. This award will be considered by the AQMD Board at its July 13, 2012 meeting.

Multiple Awards Approved for Medium-Duty and Medium-Heavy-Duty Vehicle Incentives

The MSRC also allocated \$2.5 million for a Medium-Duty and Medium-Heavy-Duty Vehicles Program as part of its FY 2011-12 Work Program. Program Announcement #PA2012-13 was released on March 2, 2012, offering co-funding towards the purchase of qualifying vehicles, equipped with either dedicated alternative fuel or zero-emission drive system technology and certified by CARB at or below a NO_x standard of 0.2 g/bhp-hr. The incentive level is set at the actual incremental cost of the low-emission option, up to

a maximum of \$10,000 each for medium-duty and \$25,000 each for medium-heavy-duty vehicles. Funding would be distributed on a first-come, first-served basis with a geographic minimum per county of \$300,000. The PA includes an open application period commencing April 10 through September 28, 2012. To date a total of 14 applications have been received, 12 of which were received the first day and thus deemed received at the same time.

At its June 21, 2012 meeting, the MSRC considered only the first day applications of this Program and unanimously awarded a total of \$2,315,000 in funding. They deferred consideration of applications received after the first day because Riverside County's geographic minimum has not yet been met. In order to award full funding for the first day applications and still set aside the remaining county minimum for Riverside (\$225,000), the MSRC allocated an additional \$40,000 from unallocated revenues. These awards will be considered by the AQMD Board at its July 13, 2012 meeting.

MSRC staff has been tasked with performing additional outreach to Riverside County to ensure this area of the region has sufficient opportunity to participate in this vehicle incentive program.

Approval to Implement CNG Taxicab Incentive Program

Under the FY 2011-12 Work Program, the MSRC allocated \$750,000 for a program to provide incentives for the purchase of CNG taxicabs. At its June 21, 2012 meeting, the MSRC approved implementing an incentive program to provide \$3,000 per CNG taxicab purchased. Qualifying taxicabs must be purchased new and dedicated to operate solely on natural gas. Both taxi fleets and individual owner/operators are eligible to apply. Funding shall be distributed on a first-come, first-served basis with a geographic minimum per county of \$93,000, with funding remaining available until exhausted. The AQMD Board will consider this item at its July 13, 2012 meeting.

The MSRC has asked for monthly reports on the progress of this incentive program. If funding is not exhausted within what the MSRC deems a reasonable timeframe, they could choose to terminate the program and revert unused funds back to the AB 2766 Discretionary Fund. If so, they will seek approval from the AQMD Board to do so.

New Vendor Approved for Participation in Alternative Fuel School Bus Incentive Program

The MSRC set aside \$1.5 million in its FY 2011-12 Work Program to continue offering incentives for alternative fuel school buses. Two school bus vendors (A-Z Bus Sales and BusWest) had previously been deemed qualified for participation, but an RFQ #Q2012-10 was released on March 2, 2012, to seek applications from new vendors seeking to

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qualify their school buses for participation. Creative Bus Sales submitted two qualification packages, one for an LPG (propane) TransTech Type A school bus and a second for a Type D full-size Smith Electric school bus. The MSRC unanimously approved Creative Bus Sales as a new vendor qualifying the LPG TransTech Type A school bus for a \$15,000 incentive. However, the second qualification package for the Type D bus was denied for two reasons: 1) the RFQ was not written in such a way as to allow a fully electric school bus to qualify; and 2) the cofunding requested for this school bus exceeded the allowable cost-share in the program. The MSRC may consider this type of bus in its next work program cycle. When one or more vendors have received orders for these qualifying buses, they will seek funding approval from the MSRC. If approved, at that time the MSRC will submit to the AQMD Board for approval of a contact award(s).

Allocate Funding to CTCs for Rideshare Incentive Programs

As part of their FY 2011-12 Work Program, the MSRC allocated \$1 million towards a "Rideshare Thursday" public awareness marketing campaign and \$500,000 to implement one or more rideshare programs to provide incentives for the use of alternative commute modes. A Subcommittee of the MSRC's Technical Advisory Committee is currently evaluating bids received from companies seeking to conduct the public awareness campaign and the MSRC will consider these bids and possible awards in the near future. At its June 21, 2012 meeting, however, the MSRC approved allocating the \$500,000 for incentives equally among the region's four county transportation commissions (CTCs). Each of the four CTCs will submit concise work plans to the MSRC on how they will utilize the incentive funding. Once the work plans have been finalized and approved, the MSRC will seek approval from the AQMD Board to award sole-source contracts to each of the four CTCs in the amount of \$125,000 each to implement their respective rideshare programs.

Received and Approved Final Report

The MSRC received and approved only one final report summary for Go Natural Gas Contract #MS08062, which provided \$400,000 towards the construction of a CNG fueling station.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at <http://www.cleantransportationfunding.org>.

Contract Modification Requests

The MSRC considered three contract modification requests and took the following unanimous actions:

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1. For County of Los Angeles/Department of Public Works Contract #ML05013, which provides \$313,000 to implement a Santa Clarita Valley Intelligent Transportation System, approval of the addition of six more signals for synchronization at no additional cost plus a six-month contractual term extension;
2. For Elham Shirazi Contract #MS10025, which provides \$199,449 to implement a Telework Demonstration Program, approval to reduce the number of employers for recruitment, reallocation of funds from implementation to recruitment tasks, and a ten-month, no-cost contractual term extension; and
3. For Nationwide Environmental Services Contract #MS10006, which provides \$94,887 towards the purchase of up to three CNG street sweepers, approval for a 17-month, no-cost contractual term extension.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present.

**ADDITIONAL
INFORMATION**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison	J. Harrison		
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham		E. Graham	
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman	G. Coleman		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Vacant (J. Williams) Vacant (E. Scott)	R. McEachron Vacant (A. Wapner)

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Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Administrative Committee Membership consists of 12 SANBAG Board Members: SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee Chairs are included in this policy committee. Note: Should the chairs of the Plans and Programs, Commuter Rail and Transit, and either the Major Projects or Mountain/Desert committees all be from the East Valley, all from the West Valley, or all from the Mountain/Desert, additional members will be added to maintain geographical balance. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization, and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.</p>	<p>Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga (Chair - PPC) Ed Graham, Chino Hills Gary Ovitt, Supervisor <u>East Valley</u> Pat Morris, San Bernardino* (Chair - CRTC) Richard Riddell, Yucaipa (Chair - MPC) Neil Derry, Supervisor <u>Mountain/Desert</u> Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Brad Mitzelfelt, Supervisor</p>	<p>6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013</p>
<p>Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member</p>	<p>Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2012 12/31/2012 12/31/2012 12/31/2012 Indeterminate 12/31/2012 12/31/2012 12/31/2012 Indeterminate</p>

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Plans & Programs Committee Membership consists of 14 Board Members: 3 city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions All County Supervisors City members shall be elected by caucus of city SANBAG Board Members within the subarea.</p>	<p>Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts in excess of \$25,000 with notification to Board of Directors</p>	<p>L. Dennis Michael, Rancho Cucamonga (Chair) Larry McCallon, Highland (Vice Chair) Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Brad Mitzelfelt, Supervisor Patrick Morris, San Bernardino Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Janice Rutherford, Supervisor Alan Wapner, Ontario</p>	<p>12/31/2013 (6/30/2013) 12/31/2012 (6/30/2013) Indeterminate 12/31/2012 Indeterminate 12/31/2012 12/31/2013 Indeterminate 12/31/2013 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013</p>

Policy Committee Meeting Times

- Administrative Committee Second Wednesday, 9:00 a.m., SANBAG Offices
- Commuter Rail & Transit Committee Third Thursday, 12:00 noon, SANBAG Offices
- Major Projects Committee Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
- Mountain/Desert Committee Third Friday, 9:00 a.m., Apple Valley
- Plans & Programs Committee Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the Administrative Committee</p> <p>In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2011-2012 Audit)</p> <ul style="list-style-type: none"> - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewicz, Grand Terrace
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District</p> <p>In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development.</p> <p>In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland</p>

SANBAG Policy Committee Membership

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>
<p>City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>

SANBAG Policy Committee Membership

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.</p> <p>Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act meetings.</p>	<p>Varies with the PDT, at SANBAG.</p>

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	Memoirandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 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.

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