



San Bernardino Associated Governments

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Web: www.sanbag.ca.gov



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

AGENDA

Mountain/Desert Committee

December 14, 2012

9:30 a.m.

Location

**Town of Apple Valley
14975 Dale Evans Parkway
Apple Valley, CA**

Mountain/Desert Committee Membership

Chair

*Julie McIntyre, Mayor Pro Tem
City of Barstow*

*Bill Jahn, Mayor
City of Big Bear Lake*

*George Huntington, Council Member
Town of Yucca Valley*

Vice Chair

*Ed Paget, Mayor
City of Needles*

*Mike Leonard, Council Member
City of Hesperia*

*Robert Lovingood
Board of Supervisors*

*Cari Thomas, Mayor
City of Adelanto*

*Jim Harris, Council Member
City of Twentynine Palms*

*James Ramos
Board of Supervisors*

*Vacant
Town of Apple Valley*

*Ryan McEachron, Mayor
City of Victorville*

*Janice Rutherford
Board of Supervisors*

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

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

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

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

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

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

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

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

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

AGENDA

Mountain/Desert Committee

December 14, 2012

9:30 a.m.

Location

**Town of Apple Valley
14975 Dale Evans Parkway
Apple Valley, CA**

CALL TO ORDER:

(Meeting Chaired by: Julie McIntyre)

- I. Pledge of Allegiance
- II. Attendance:
- III. Announcements:
- IV. Agenda Notices/Modifications – Melissa Thurman

1. Possible Conflict of Interest Issues for the Mountain/Desert Committee Meeting of December 14, 2012. Pg. 6

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

Consent Calendar items shall be adopted by a single vote unless removed by member request.

2. Attendance Register Pg. 8

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

Notes/Actions

Discussion Items

Administration

3. **2013 Mountain/Desert Committee Meeting Schedule** Pg. 10

Approve the 2013 Mountain/Desert Committee meeting schedule.
Duane Baker

Project Delivery

4. **Interstate 15 Ranchoero Road Interchange Project** Pg. 24

That the Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

1. Approve Amendment No. 1 to Construction Cooperative Agreement No. C12219 with the City of Hesperia for the Interstate 15 (I-15) Ranchoero Road Interchange Project.

2. Authorize the Executive Director or his designee to approve a Purchase Order to pay Southern California Edison (SCE) in the amount invoiced by SCE for Project utility relocation in an amount estimated not to exceed \$2,000,000. Garry Cohoe

5. **Interstate 15 (I-15) La Mesa/Nisqualli Interchange Project** Pg. 30

That the Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

1. Approve Amendment No. 1 to Contract C11198 with Arcadis-US for Construction Management Services on the I-15 La Mesa/Nisqualli Interchange Project for a \$2,000,000.00 reduction in contract value, excluding contingency, for a new revised not to exceed contract total of \$5,295,000.00 and to reduce the retention from ten (10) percent to \$100,000.00; and

2. Approve Amendment No. 1 to Construction Cooperative Agreement No. C11200 with the City of Victorville for the La Mesa/Nisqualli Interchange to revise the funding plan; and

3. Approve Amendment to the Fiscal Year 2012/2013 budget for Task No. 0888, I-15 La Mesa/Nisqualli Interchange Project, to increase budget for Local Funds provided by the City of Victorville by \$12,398,574.00 and increase Victor Valley Major Local Highway Bond funds by \$251,695.00. Garry Cohoe

Discussion Items Continued.....

Project Delivery (Cont.)

6. Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project Pg. 45

That the Committee recommend the Board, acting as the San Bernardino County Transportation Commission (Commission):

1. Approve revised 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 additional aggregate total of \$175,000, increasing the total allowance for property acquisitions for the project to \$16,505,000.
3. Authorize the Executive Director or his designee to act on behalf of the Commission in signing Purchase & Sale Agreements and other documents deemed necessary or convenient that are approved as to form by General Counsel or her designee 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: Ronald Kenaston and Atchison, Topeka, and Santa Fe Railroad. **Garry Cohoe**

Comments from Committee Members

Brief Comments from Committee Members –

Public Comment

Brief Comments by the General Public –

Additional Information

Acronym List

Pg. 50

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

ADJOURNMENT:

Next Mountain Desert Committee Meeting – Friday, January 25, 2013

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008



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

Minute Action

AGENDA ITEM 1

Date: December 14, 2012

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
4	C11198-01	Arcadis-US, Inc. Craig Halvorson	Southstar Engineering & Consulting, Inc. Simon Wong Engineering BetKon, Inc. Twining, Inc. Mayer Surveying, Inc. Lynn Capouya, Inc. Meadows Consulting

*

Approved
 Mountain/Desert Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MDC1212z-az

Item No.	Contract No.	Principals & Agents	Subcontractors
5	<u>APN#</u> 0348-132-17 0349-174-07	<u>Property Owners:</u> Ronald Kenaston Atchison, Topeka and Santa Fe Railroad	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.

Subcontractors None	Principals & Agents Ronald Kenaston Atchison, Topeka and Santa Fe Railroad	Contract No. 0348-132-17 0349-174-07
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**AGENDA ITEM #2
MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD - 2012**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cari Thomas + City of Adelanto	X	X	X	X	X	X	X		X	X	**	
Rick Roelle Town of Apple Valley		X			X			X		X*	**	
Julie McIntyre City of Barstow	X	X			X	X	X		X	X	**	
Bill Jahn City of Big Bear Lake	X	X	X	X		X	X	X	X	X	**	
Mike Leonard City of Hesperia	X	X	X	X		X	X	X	X	X*	**	
Ed Paget City of Needles	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	**	
Ryan McEachron City of Victorville	X	X	X	X	X		X	X	X	X	**	
George Huntington Town of Yucca Valley	X		X	X	X	X	X	X	X		**	
Brad Mitzelfelt County of San Bernardino		X				X		X	X	X	**	
Janice Rutherford County of San Bernardino		X					X			X	**	
Neil Derry County of San Bernardino	X	X	X	X				X	X	X	**	

*Non-voting City Representative attended
+ Measure I Committee representative

**The Mountain/Desert Committee did not meet
x*Alternate Attended

*** New SANBAG Board Member

X = Member attended meeting.
MDCatt12.doc

Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.

**AGENDA ITEM #2
MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD - 2011**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
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
Julie McIntyre City of Barstow	**	X	X	X	X	X	X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	**	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	**	X	X	X	X	X	X	X	X	X*	X	X
Ed Paget *** City of Needles	**	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
Ryan McEachron City of Victorville	**	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
Brad Mitzelfelt County of San Bernardino	**	X	X	X	X	X	X	X	X	X	X	X
Janice Rutherford*** County of San Bernardino												
Neil Derry County of San Bernardino <i>(Self Suspension-5/3/2011)</i>	**	X	X	X	X	X	Self Suspension 5/3/11					

*Non-voting City Representative attended
+ Measure I Committee representative

**The Mountain/Desert Committee did not meet
x*Alternate Attended

*** New SANBAG Board Member

X = Member attended meeting.
MDCatt11.doc

Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.



- 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: December 14, 2012

Subject: 2013 Mountain/Desert Committee Meeting Schedule

Recommendation:* Approve the 2013 Mountain/Desert Committee meeting schedule.

Background: The SANBAG Mountain/Desert Committee has established a regular meeting schedule on the third Friday of each month, beginning at 9:30 a.m., at the Town of Apple Valley Town offices. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. It has also been the practice to modify the meeting date and time when the meeting has been rescheduled due to conflicts with other meetings or holiday schedules. SANBAG staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure continuity of meetings and participation.

A proposed 2013 meeting schedule is identified below for approval. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SANBAG's standard procedure for meeting preparation. The proposed meeting schedule conforms mostly to the third Friday of each month. The proposed schedule is as follows:

*

	<p><i>Approved</i> <i>Mountain/Desert Committee</i></p> <p><i>Date:</i> _____</p> <p><i>Moved:</i> <i>Second:</i></p> <p><i>In Favor:</i> <i>Opposed:</i> <i>Abstained:</i></p> <p><i>Witnessed:</i> _____</p>
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COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.

MDC1212a-dab

<http://portal.sanbag.ca.gov/mgmt/workgroups/admin/Shared%20Documents/2013%20SANBAG%20Master%20Calendar.docx>

Mountain/Desert Committee Agenda Item

December 14, 2012

Page 2

Mountain/Desert Committee

January 25, 2013

February 15, 2013

March 15, 2013

April 19, 2013

May 17, 2013

June 21, 2013

July 19, 2013 (Dark)

August 16, 2013

September 13, 2013

October 18, 2013

November 15, 2013

December 13, 2013

Financial Impact: Approval of the regular meeting schedule has no impact upon the SANBAG budget.

Reviewed By: This item will be reviewed by the Mountain/Desert Committee on December 14, 2012. This item is not scheduled for review by other policy or technical advisory committees.

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

SANBAG Master Calendar 2013

~ January 2013 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 New Year's Day HOLIDAY	2 Board (Regular Date)	3 SCAG Regional Council	4	5
6	7 Orthodox Christmas Christian HOLIDAY	8	9 Board (Proposed Date)	10	11 SCRRA Board	12
13	14	15	16 General Policy League New Mayors & Council Members	17 Metro Valley Study Session League New Mayors & Council Members	18 League New Mayors & Council Members	19
20	21 Martin Luther King Day HOLIDAY	22	23	24 Commuter Rail/Transit Mohammad's Birthday Islamic HOLIDAY	25 M/D Desert Committee	26
27	28	29	30	31	Notes:	

~ February 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board.	7 SCAG Regional Council	8 SCRRA Board	9
10	11	12	13 General Policy Committee	14 Metro Valley Study Session	15 Mt/Desert Committee	16
17	18 President's Day HOLIDAY	19	20	21 Commuter Rail/Transit	22	23
24	25	26	27	28	Notes:	

~ March 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 NACO Legislative Conf.
3 NACO Legislative Conf.	4 NACO Legislative Conf.	5 NACO Legislative Conf.	6 Board NACO Legislative Conf.	7 SCAG Regional Council	8 SCRRA Board	9
10	11	12	13 General Policy Committee	14 Metro Valley Study Session Commuter Rail/Transit	15 Mt/Desert Committee	16
17	18	19	20	21 City/County Conference Now Ruz Baha'i HOLIDAY	22 City/County Conference	23
24	25	26 Passover Jewish HOLIDAY (Starts Mar.26-Apr.2)	27	28	29 Good Friday Christian HOLIDAY	30
31 Cesar Chavez Easter Sunday	Notes:					

~ April 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Cesar Chavez (Observed)	2 Passover Jewish HOLIDAY (Ends)	3 Board (COG Workshop tentative)	4 SCAG Regional Council	5	6
7	8	9	10 General Policy Committee	11 Metro Valley Study Session	12 SCRRA Board	13
14	15	16	17	18 Commuter Rail/Transit Committee	19 MT/Desert Committee	20
21 First Day of Ridvan Baha'i HOLIDAY	22	23	24 League Legislative Action Day	25	26	27
28	29 Ninth Day of Ridvan Baha'i HOLIDAY	30	Notes:			

~ May 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board (New Members Workshop)	2 SCAG Regional Conference and General Assembly Twelfth Day of Ridvan Baha'i HOLIDAY	3	4
5	6	7	8 General Policy Committee	9 Metro Valley Study Session	10 SCRRA Board	11
12 Mother's Day	13	14	15 Shavuot Jewish HOLIDAY	16 Commuter Rail/Transit Committee	17 MT/Desert Committee	18
19	20	21	22	23 Declaration of the Bab Baha'i HOLIDAY	24	25
26	27 Memorial Day HOLIDAY	28	29 Ascension of Bahauallah Baha'i HOLIDAY CSAC Legislative Conf.	30 CSAC Legislative Conf.	31	Notes:

~ June 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 Board	6 SCAG Regional Council	7 SCRRA Board	8
9	10	11	12 General Policy Committee	13 Metro Valley Study Session SANBAG General Assembly	14	15
16 Father's Day	17	18	19	20 Commuter Rail/Transit Committee	21 MT/Desert Committee	22
23	24	25	26	27	28	29
30	Notes:					

~ July 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 Independence Day HOLIDAY SCAG Regional Council (DARK)	5	6
7	8	9 Martyrdom of the Bab Baha'i HOLIDAY Beginning of Ramadan Islamic HOLIDAY	10 General Policy Committee (DARK)	11 Metro Valley Study Session (DARK)	12 SCRRA Board	13
14	15	16	17	18 Commuter Rail/Transit Committee (DARK)	19 Mt/Desert Committee (DARK) NACO Annual Meeting	20 NACO Annual Meeting
21 NACO Annual Meeting	22 NACO Annual Meeting	23	24	25	26	27
28	29	30	31	Notes:		

~ August 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council	2	3 Lailatul Qadr Islamic HOLIDAY
4	5	6	7 Board (DARK)	8 End of Ramadan Islamic HOLIDAY	9 SCRRA Board	10
11	12	13	14 General Policy Committee	15 Metro Valley Study Session Commuter Rail/Transit Committee	16 MT/Desert Committee	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

~ September 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day HOLIDAY	3	4 Board	5 Rosh Hashanah Jewish HOLIDAY	6	7
8	9	10	11 General Policy Committee	12 Metro Valley Study Session Commuter Rail/Transit Committee SCAG Regional Council	13 Mt/Desert Committee SCRRRA Board	14 Yom Kippur Jewish HOLIDAY
15	16	17	18 League Annual Conference	19 Sukkot (Sept. 19-25) Jewish HOLIDAY League Annual Conference	20 League Annual Conference	21
22	23	24	25	26 Shmeni Atzeret/Simchat Torah Jewish HOLIDAY	27	28
29	30	Notes:				

~ October 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4	5
6	7	8	9 General Policy Committee	10 Metro Valley Study Session	11 SCRRA Board	12
13	14 Columbus Day HOLIDAY	15 Eid al-Adha Islamic HOLIDAY	16	17 Commuter Rail/Transit Committee	18 M/Desert Committee	19
20 Birth of the Bab Baha'i HOLIDAY	21	22	23	24	25	26
27	28	29	30	31 Halloween	Notes:	

~ November 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board	7 SCAG Regional Council	8 SCRRA Board	9
10	11 Veterans Day HOLIDAY	12 Birth of Bahauallah Baha'i HOLIDAY	13 General Policy Committee	14 Metro Valley Study Session Commuter Rail/Transit	15 Mt/Desert Committee	16
17	18	19 CSAC Annual Meeting	20 CSAC Annual Meeting	21 CSAC Annual Meeting	22 CSAC Annual Meeting	23
24	25	26 Day of the Covenant Baha'i HOLIDAY	27	28 Thanksgiving Day HOLIDAY Ascension of 'Abdu'l-Baha Baha'i HOLIDAY Hanukkah (Nov.28-Dec.5) Jewish HOLIDAY	29 Thanksgiving Day After HOLIDAY	30

~ December 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 SCAG Regional Council	6	7
8	9	10	11 General Policy Committee	12 Metro Valley Study Session Commuter Rail/Transit Committee	13 M/Desert Committee SCRRA Board	14
15	16	17	18	19	20	21
22	23	24 Christmas Eve HOLIDAY	25 Christmas Day HOLIDAY	26 Kwanzaa (Dec.26-Jan. 1) Interfaith/African-American HOLIDAY	27	28
29	30	31 New Year's Eve HOLIDAY	Notes:			



- 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: December 14, 2012

Subject: Interstate 15 Ranchero Road Interchange Project

Recommendation:* That the Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

1. Approve Amendment No. 1 to Construction Cooperative Agreement No. C12219 with the City of Hesperia for the Interstate 15 (I-15) Ranchero Road Interchange Project.
2. Authorize the Executive Director or his designee to approve a Purchase Order to pay Southern California Edison (SCE) in the amount invoiced by SCE for Project utility relocation in an amount estimated not to exceed \$2,000,000.

Background: **This is an amendment to an existing agreement.** In April 2012, San Bernardino Associated Governments (SANBAG) Board approved the Construction Cooperative Agreement (C12219) between SANBAG and City of Hesperia (CITY). The Agreement defines the roles and responsibilities of the parties, including the funding sources for all phases of the I-15 Ranchero Road Interchange Project. The estimated total cost of the project is \$59,209,475. The subject amendment is required to clarify the responsibilities of the parties for three utility relocations necessary for this project.

The Project Funding Table, attached to the Cooperative Agreement as Attachment "A" included funds under SANBAG's share of project costs for right-

*

Approved
 Mountain Desert Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

MDC1212a-pb

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C12219-01.docx>

of-way costs. The intent of these funds included SANBAG's payment for relocation of Southern California Edison (SCE) facilities that is to occur during the construction phase. While the funds were included in the Project Funding Table, Attachment "A", the body of the agreement did not describe how this is to occur. The amendment clarifies that the City shall continue to serve as the lead for utility relocation, including entering into utility agreements with SCE, with SANBAG making direct payment to SCE for the SCE utility relocation costs. SCE is still finalizing the cost estimate, with the current estimate being \$2,000,000.

Other utility clarifications include those pertaining to sewer and water lines. The construction contract includes the relocation of a sewer line, which is the financial responsibility of the City. The amendment clarifies that the City will reimburse SANBAG for the construction of the sewer line.

Also clarified is that SANBAG and CITY will share the costs for the removal and relocation of the San Bernardino County Special Districts' existing water line. Lastly, the amendment clarifies that the City will relocate the potable and reclaimed waterlines, which are also the responsibility of the City. The amendment clarifies that the City will relocate the lines at no expense to the project.

As the funds for the utility relocation work was included in the original Cooperative Agreement, the overall project cost does not need to be adjusted.

Financial Impact: This item is consistent with the adopted Fiscal Year 2012/2013 budget.

Reviewed By: This item is not scheduled for any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 12219 Amendment No. 1

By and Between

City of Hesperia and San Bernardino Associated Gov'ts

Contract Description Construction Cooperative Agreement Amendment

Board of Director's Meeting Date: January 9, 2013
Overview of BOD Action: This amendment clarifies responsibilities for utilities. There are no cost or funding changes.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	26,158,448	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	26,158,448	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 26,158,448

Contract Start Date April 4, 2012	Current Contract Expiration Date Dec. 31, 2016	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0890</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 checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
Agreement is between Hesperia and Authority – DIF share is 57.5% and Authority is 42.5% of total project cost that can come from Measure I/Local Highways program, CMIA funds, STIP, STP or SLPP. The payable to SCE will be handled with the PO approved as part of the same agenda item.				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable				

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

Barbara Fortman		12.6.12
Project Manager (Print Name)	Signature	Date
Garry Cobee		12.6.12
Task Manager (Print Name)	Signature	Date
Andrea Turcick		12-6-12
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. C12219

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF HESPERIA

FOR

INTERCHANGE CONSTRUCTION AT RANCHERO ROAD

IN THE CITY OF HESPERIA

THIS AMENDMENT No. 1 (AMENDMENT), entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of Hesperia (hereinafter referred to as "CITY"), (AUTHORITY and CITY are each a "Party" and collectively referred to as "Parties").

RECITALS

- A. Parties entered into Agreement C12219 (AGREEMENT) on April 3, 2012, defining the terms and conditions for the funding, contracting, construction and project administration necessary to manage and construct the Rancho Road Interchange on Interstate 15 in the City of Hesperia, referred to as PROJECT.
- B. AGREEMENT established that AUTHORITY is the lead agency for the PROJECT construction work. The total PROJECT construction cost which includes Construction Management, Construction Capital, and San Bernardino Associated Governments' Management and Oversight totals \$44,820,142.
- C. Parties now wish to clarify the components of the Construction Capital as it relates to Southern California Edison utility relocations.
- D. Parties now wish to clarify the components of the Construction Capital to exclude the sewer installation.
- E. Parties now wish to clarify the responsibility for the potable and reclaimed waterline installation.

IT IS THEREFORE MUTUALLY AGREED to amend the AGREEMENT as follows:

1. Section I (Authority Responsibilities) is amended by adding these new paragraphs:

"14. AUTHORITY will make direct payment on behalf of the CITY to Southern California Edison for the cost of utility relocation within 30 days of receipt of the invoice.

15. AUTHORITY will install the sewer line in Mariposa and Caliente Roads. The PROJECT construction cost does not include a cost for the sewer line installation, estimated at \$600,000.

16. AUTHORITY will invoice CITY for the sewer line installation cost within 30 days of receipt of the construction contractor's invoice."

2. Section II (City Responsibilities) is amended by adding these new paragraphs:

"14. CITY will enter into an agreement with Southern California Edison for utility relocation. The PROJECT construction cost include a \$2,000,000 relocation cost.

15. CITY will receive an invoice from Southern California Edison for the utility relocation and forward it to AUTHORITY for payment within five business days.

16. CITY will repay AUTHORITY for 100% of the cost of the sewer line. This payment is an ineligible PROJECT cost and does not reduce the CITY's share of the total eligible PROJECT expenses.

17. CITY will pay for and cause to be installed, 100% of the CITY potable and reclaimed waterline installation that is outside of the scope of the PROJECT."

3. Section III (It is mutually agreed) is amended by adding these new paragraphs:

"30. AUTHORITY and CITY will share the costs 42.5%/57.5%, respectively, for the removal of the San Bernardino County Special Districts' existing waterline, as part of the PROJECT construction cost.

31. A separate amendment to the AGREEMENT is anticipated to be necessary between the Parties to reconcile the PROJECT finances for all phases of work based on actual costs following construction close-out of the PROJECT.

32. If actual costs for Southern California Edison utility relocation exceed the approved programming for the project then this AGREEMENT shall be amended by parties to address responsibility for the overage."

4. All other terms of the AGREEMENT shall remain in full force and effect.

5. This Amendment No. 1 to AGREEMENT is hereby deemed to be a part of AGREEMENT.

IN WITNESS WHEREOF, this Amendment No. 1 has been executed by the Parties and is effective on the date executed by Authority.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF HESPERIA

BY: _____
Janice Rutherford, Chairperson

BY: _____
Bill Holland, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
**Eileen Monaghan Teichert
General Counsel**

BY: _____
**Eric L. Dunn
City Attorney**

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: 5

Date: December 14, 2012

Subject: Interstate 15 (I-15) La Mesa/Nisqualli Interchange Project

Recommendation:* That the Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

1. Approve Amendment No. 1 to Contract C11198 with Arcadis-US for Construction Management Services on the I-15 La Mesa/Nisqualli Interchange Project for a \$2,000,000.00 reduction in contract value, excluding contingency, for a new revised not to exceed contract total of \$5,295,000.00 and to reduce the retention from ten (10) percent to \$100,000.00; and
2. Approve Amendment No. 1 to Construction Cooperative Agreement No. C11200 with the City of Victorville for the La Mesa/Nisqualli Interchange to revise the funding plan; and
3. Approve Amendment to the Fiscal Year 2012/2013 budget for Task No. 0888, I-15 La Mesa/Nisqualli Interchange Project, to increase budget for Local Funds provided by the City of Victorville by \$12,398,574.00 and increase Victor Valley Major Local Highway Bond funds by \$251,695.00.

*

*Recommended
 Mountain/Desert Committee*

Date: December 14, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA
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Check all that apply.

MDC1212a-mb

Attachment: C11198-01 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11198%20-01%20Attachment%20B%20-%20Arcadis%20Summary%20%20Cost%20Package%20Nisqualli%2011-15-12.xlsx> and <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11198-01.docx>

Attachment: C11200-01 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11200-01.docx>

Background:

This item provides for a budget and two contract amendments. In May 2011, the Board approved the Construction Cooperative Agreement No. C11200 with the City of Victorville for the La Mesa/Nisqualli Interchange Project in the amount of \$29,532,250.00. Per the terms of the Agreement and in accordance with the Strategic Plan, San Bernardino Associated Governments (SANBAG) as the "Authority" is responsible for 50% of the total eligible project construction work expenses of \$58,464,500.00 equating to an amount not to exceed \$28,932,250.00. SANBAG's share of the project funding is provided from Victor Valley Major Local Highway Bond funds and Corridor Mobility Improvement Account (CMIA) funds.

In June 2011, the Board approved award of Contract C11198 with Arcadis-US for Construction Management Services for the project in the amount of \$8,024,500.00 including contingency.

In December 2011, the Board approved award of contract C12010 with Riverside Construction, Inc. for construction of the project in the amount of \$36,239,527.20 including contingency.

In August 2011, the Board approved the I-15 CMIA Baseline Agreement C12032 with the California Transportation Commission (CTC) for I-15 La Mesa/Nisqualli Interchange project. On August 10, 2011, by Resolution CMIA-A-1112 the CTC allocated \$21,324,000.00 CMIA funds to the project based on a construction phase cost estimate of \$58.2 million.

In January 2012, based on savings in the award of construction contract C12010 to Riverside Construction, the CTC amended the allocation to \$16,206,000.00.

In April 2012, the Board approved Agreement C12225, a three party agreement with SANBAG, the City of Victorville and Arcadis-US for City-provided temporary employees working under the direction of Arcadis-US.

Recommendation 1:

The project construction is approximately 50% complete, on schedule, and several factors associated with the anticipated Construction Management (CM) cost of the project have changed since the contract was awarded to Arcadis-US, Inc. Based on Staff's analysis, it has been determined that Contract C11198, Attachment B, "Billing Rate Schedule", should be revised resulting in an \$2,000,000.00 overall reduction in the contract for a new not-to-exceed amount of \$5,295,000.00. Several efficiencies have contributed to the savings, including but not limited to:

- The consultant's constructability review reduced the overall project duration by four months.
- Staffing associated with the above noted three party agreement minimized the consultant's team members assigned to the project.
- Not exercising the option for the CM firm to provide an office.
- Reduction in the estimated cost for the subconsultants to complete their tasks.

In addition to the amendment to the contract budget, Arcadis-US, Inc. has also requested that the 10% retention held per Article 4.4 of the agreement be reduced to a total of \$100,000.00.

Staff is recommending approval of Amendment No. 1 to Contract C11198 with Arcadis-US for Construction Management Services for the I-15 La Mesa/Nisqualli Interchange Project. Staff is not recommending a reduction in the construction management contingency of \$729,500, which can only be released under authorization of the Executive Director or his designee.

Recommendation 2

In December 2011, the Board approved award of Agreement C12010 with Riverside Construction, Inc. for construction of the project in the amount of \$36,239,527.20 including contingency. At that time Staff indicated that the bid came in \$13.6 million dollars less than the engineer's estimate. Staff explained that the re-distribution of the unused funds had not yet been determined or realized. However, any re-allocation of project savings would come back to the Board for consideration. Staff is proposing the following reallocation of the project funding which includes the savings identified in Recommendation #1.

I-15 La Mesa/Nisqualli Interchange – Revised Construction Funding

13-Nov-12 Component	Original Cooperative Budget			Proposed Revised ¹ Budget-based upon Contracts Awarded		
	Budgeted Cost	City Share (DIF Fees)	Authority Share (Measure I/CMLA)*	Awarded Cost	City Share (DIF Fees)	Authority Share (Measure I/CMLA)*
Construction Management	\$ 8,024,500	\$ 4,012,250	\$ 4,012,250	\$ 8,024,500	\$ 4,012,250	\$ 4,012,250
CM Amend # 1				\$ (2,000,000)	\$ (1,000,000)	\$ (1,000,000)
Construction Capital	\$49,840,000	\$ 4,920,000	\$24,920,000	\$ 6,239,527	\$ 18,119,764	\$ 18,119,764
Env. Permit Cost	\$ -	\$ -	\$ -	\$ 118,822	\$ 77,561	\$ 41,261
Source Inspection and HMA	\$ -	\$ -	\$ -	\$ 167,000	\$ 83,500	\$ 83,500
Post award Audit	\$ -	\$ -	\$ -	\$ 2,500	\$ 1,250	\$ 1,250
SANBAG	\$ 600,000	\$ 600,000	\$ -	\$ 600,000	\$ 600,000	\$ -
Total	\$58,464,500	\$29,532,250	\$ 8,932,250	\$ 43,152,349	\$ 21,894,324	\$ 21,258,024
			Savings	\$ 15,312,151	\$ 7,637,926	\$ 7,674,226

CONTRACT SUMMARY SHEET

Contract No. C 11198 Amendment No. 01

By and Between

San Bernardino Associated Governments and Arcadis-US, Inc

Contract Description Construction Management Services on the I-15 La Mesa/Nisqualli Interchange

Board of Director's Meeting Date: January 9, 2013

Overview of BOD Action: In June 2011, the Board approved award of Contract C11198 with Arcadis-US for Construction Management in the amount of \$8,024,500.00 including contingency. This amendment reduces Contract amount to \$6,024,500.00 and sets retention to max \$100,000.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	7,295,000.00	Original Contingency Amount	\$	729,500.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	-2,000,000.00	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	5,295,000.00	TOTAL CONTINGENCY VALUE	\$	729,500.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 6,024,500.00

Contract Start Date 06/01/2011	Current Contract Expiration Date 12/31/2013	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. 0888.

A Budget Amendment is required.

How are we funding current FY? Capital Bond Fund (6110) and City of Victorville (6010)

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

City of Victorville shares 50.0% and SANBAG shares 50.0%.

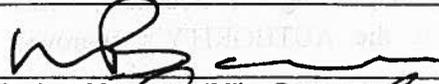
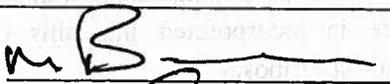
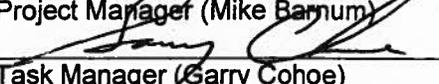
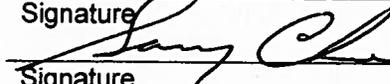
Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % max \$100,000.

Disadvantaged Business Enterprise (DBE) Goal _____ %

			
Project Manager (Mike Barnum)	Signature	11/30/12	Date
		11-30-12	Date
Task Manager (Garry Cohoe)	Signature		Date
			Date
Dir. of Fund Admin. & Programming (Print Name)	Signature		Date
			Date
Contract Administrator (Print Name)	Signature		Date
			Date
Chief Financial Officer (Print Name)	Signature		Date

AMENDMENT NO. 1 TO
CONTRACT NO. C11198

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN
BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

ARCADIS-US, INC.

This AMENDMENT No. 1 to CONTRACT No. C11198 is made by and between Arcadis-US, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

RECITALS:

WHEREAS, AUTHORITY, under Contract No. C11198 ("Contract"), has engaged the services of CONSULTANT to provide Construction Management Services for the I 15 La Mesa Nisqualli Interchange Project in the City of Victorville.

WHEREAS, the parties desire to amend the Contract terms and decrease the contract not to exceed value.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

1. Article 3.2, is deleted in its entirety and replaced with the following:

"The total Not-To-Exceed amount is Five Million, Two Hundred Ninety-Five Thousand Dollars, (\$ 5,295,000.00). Services to be provided under this Contract are to be provided on an as needed basis and are to be performed as set forth in Attachment "A", Scope of Services, which is incorporated herein by reference. CONSULTANT'S fee for services is included in the total contract cost and shall be a specific rate of compensation, as noted in revised Attachment "B", Billing Rate Schedule, which by this reference is incorporated into this Contract, which is the AUTHORITY's approved CONSULTANT Cost Proposal."

2. Article 4.4, is deleted in its entirety and replaced with the following:

“As partial security against CONSULTANT’s failure to perform under this Contract, AUTHORITY shall withhold ten percent (10%) of the amount of each of the CONSULTANT’s invoices up to \$100,000. All retained funds shall be released by AUTHORITY within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit CONSULTANT’s records in accordance with this Contract. If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of audit in an amount reflecting any adjustments required by such audit.”

3. Article 15 “Key Personnel” is deleted in its entirety and replaced with the following:

“The personnel specified below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other project, or reallocation of tasks and hours of Services, which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel in accordance with Section 42, below. In the event that AUTHORITY and CONSULTANT cannot agree as to the substitute of key personnel, AUTHORITY shall be entitled to terminate this Contract. Key Personnel are:

Name	Function
Nabil Fraywat	Project Manager/Sr. Resident Engineer
Jose Cornoa	Structural Representative
Bryce Johnston	Asst. Resident Engineer

4. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment that is effective as of the day and year executed by AUTHORITY.

ARCADIS-US, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Janice Rutherford, Chairperson

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

**Eileen Monaghan Teichert
General Counsel**

CONCURRENCE:

By: _____

**Jeffery Hill
Contract Administrator**

CONTRACT SUMMARY SHEET

Contract No. C 11200 Amendment No. 01

By and Between

San Bernardino Associated Governments and City of Victorville

Contract Description Construction Cooperative Agreement

Board of Director's Meeting Date: December 13, 2012

Overview of BOD Action: Approve a reduction in Cooperative Agreement amount based on the award of the construction contract and anticipated savings in construction management cost.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	29,532,250.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	(7,637,926.00)	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	21,894,324.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 21,894,324.00

Contract Start Date 5/04/2011	Current Contract Expiration Date 12/31/2018	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. 0888.

A Budget Amendment is required.

How are we funding current FY? City of Victorville and SANBAG Bond Fund and Corridor Mobility Improvement Account.

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

City of Victorville shares 50.0% and SANBAG shares 50.0%

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Barnum
 Project Manager (Mike Barnum)

Garry Cohoe
 Task Manager (Garry Cohoe)

[Signature] 12/4/12
 Signature Date

[Signature] 12-4-12
 Signature Date

Dir. of Fund Admin. & Programming (Print Name)

Signature Date

Contract Administrator (Print Name)

Signature Date

Chief Financial Officer (Print Name)

Signature Date

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C11200
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF VICTORVILLE
FOR
INTERCHANGE CONSTRUCTION AT LA MESA/NISQUALLI ROAD IN THE
CITY OF VICTORVILLE**

THIS AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT No. C11200, is between the City of Victorville, referred to herein as "CITY", and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public entity, referred to herein as "AUTHORITY." (AUTHORITY and CITY are each a "Party" and collectively "Parties).

RECITALS

- A. WHEREAS the Parties entered into COOPERATIVE AGREEMENT No. C11200 on the 4th day of May, 2011 to construct a new interchange on Interstate 15 at La Mesa/Nisqualli Road, in the City of Victorville ("PROJECT"); and
- B. WHEREAS, the PROJECT is identified in both the Measure I 2010-2040 Expenditure Plan and the SANBAG Nexus Study and the PROJECT will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), including the use of Development Impact Fees by CITY to pay its share of PROJECT costs. The PROJECT CONSTRUCTION WORK costs were estimated to be \$58,464,500 as identified in Attachment A of the agreement; and
- C. WHEREAS, the agreement identifies the AUTHORITY as the lead agency for this PROJECT, to undertake and lead the advertisement, award, administration and construction management of PROJECT CONSTRUCTION WORK; and
- D. WHEREAS, in accordance with the Strategic Plan, the AUTHORITY is to be responsible for 50% of the total eligible PROJECT CONSTRUCTION WORK expenses, excluding SANBAG Management and Oversight expenses, incurred by AUTHORITY for an amount not to exceed \$28,932,250.00 as shown in Attachment A, of the agreement; and

- E. WHEREAS, in accordance with the Strategic Plan, the CITY is to be responsible for 100% of the SANBAG Management and Oversight costs in an amount not to exceed \$600,000 and a 50% share of the total eligible PROJECT CONSTRUCTION WORK expenses incurred in an amount not to exceed \$28,932,250.00 as shown as Construction Management and Construction Capital in Attachment A, of the agreement; and
- F. WHEREAS, the AUTHORITY has awarded contracts for construction management C11198, construction C12010 and other agreements noted in this Amendment No. 1 Attachment A totaling \$43,152,549.00; and
- G. WHEREAS it was anticipated that a future amendment(s) to this Agreement will be necessary to reconcile any outstanding payments and each Party's overall contribution for all phases of work.
- H. NOW, THEREFORE, the Parties agree to reduce the overall project funding requirements from \$58,464,500.00 to \$43,152,549.00 as shown in this Amendment No. 1 Attachment A herein made part of this Amendment.

AGREEMENT

In consideration of the mutual promises herein and the above Recitals that are incorporated into this Amendment No. I, the Parties agree as follows:

- 1. Cooperative Agreement No. C11200 is amended in the following particulars:
 - a. Paragraph 2 of Section I (AUTHORITY RESPONSIBILITIES) is deleted and replaced with the following:

"In accordance with the Strategic Plan, to be responsible for 50% of the total eligible PROJECT CONSTRUCTION WORK expenses, excluding SANBAG Management and Oversight expenses, incurred by AUTHORITY for an amount not to exceed \$21,258,024.00 as shown in Attachment A
 - b. Paragraph 1 of Section II (CITY RESPONSIBILITIES) is deleted and replaced with the following:

"In accordance with the Strategic Plan, to be responsible for 100% of the SANBAG Management and Oversight costs in an amount not to exceed \$600,000 and a 50% share of the total eligible PROJECT CONSTRUCTION WORK expenses incurred in an amount not to exceed \$21,894,325.00 as shown as Construction Management and Construction Capital in Attachment A."
 - c. The first sentence of Paragraph 3, Section II (CITY RESPONSIBILITIES) is deleted and replaced with the following:

"To continue to collect DIF funds for the purposes of meeting CITY's share of the PROJECT in the remaining amount of \$11,894,325 and to deposit such collected DIF funds to the joint escrow account for the POROJECT."

d. Paragraph 2 of Section III (IT IS MUTUALLY AGREED) is deleted and replaced with the following:

"The PROJECT CONSTRUCTION WORK costs have been determined to be \$43,152,349 as identified in Attachment A."

e. The first sentence of Paragraph 6, Section III (IT IS MUTUALLY AGREED) is deleted and replaced with the following:

"CITY and AUTHORITY shall open an escrow (the "Escrow") with an escrow holder for the deposit, handling and disbursement of CITY's funds, including the initial deposit of \$10,000,000 and the balance of \$11,894,325 to fund the PROJECT CONSTRUCTION WORK contemplated by this Agreement."

f. Attachment A to the Cooperative Agreement C11200 is deleted and replaced with Attachment A (Project Funding Table) that is attached to and incorporated into this Amendment No. 1.

2. All other terms and conditions of Cooperative Agreement C11200 shall remain in full force and effect.
3. This Amendment No. 1 is incorporated into and made a part of Cooperative Agreement C11200.

-----SIGNATURES ON THE FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 that is effective as of the day and year executed by AUTHORITY.

PARTIES declare that:

1. Each Party is an authorized legal entity under California state law.
2. Each Party has the authority to enter into this Amendment No. 1.
3. The people signing this Amendment No. 1 have the authority to do so on behalf of their public agencies.

CITY OF VICTORVILLE

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Ryan McEachron, Mayor
City of Victorville

By: _____
Janice Rutherford, Chairperson

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM

By: _____
City Attorney

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

Attachment A

Project Funding Table

(Amendment No. 1 to Cooperative Agreement C11200)

I-15 La Mesa/Nisqualli Interchange Project

28-Nov-12	Original Cooperative Budget			Current Revised Budget based upon Contracts Awarded		
Component	Budgeted Cost	City Share	Authority Share	Awarded Cost	City Share	Authority Share
		(DIF Fees)	(Measure I/CMIA)*		(DIF Fees)	(Measure I/CMIA)*
Construction Management (CM)	\$ 8,024,500	\$ 4,012,250	\$ 4,012,250	\$ 8,024,500	\$ 4,012,250	\$ 4,012,250
CM Amendment # 1				\$ (2,000,000)	\$ (1,000,000)	\$ (1,000,000)
Construction Capital	\$49,840,000	\$ 24,920,000	\$ 24,920,000	\$ 36,239,527	\$ 18,119,764	\$ 18,119,763
Environment Permit Cost Note 3	\$ -	\$ -	\$ -	\$ 118,822	\$ 77,561	\$ 41,261
Caltrans Cooperative C11220	\$ -	\$ -	\$ -	\$ 167,000	\$ 83,500	\$ 83,500
Post award Audit	\$ -	\$ -	\$ -	\$ 2,500	\$ 1,250	\$ 1,250
SANBAG Management	\$ 600,000	\$ 600,000	\$ -	\$ 600,000	\$ 600,000	\$ -
Total	\$58,464,500	\$ 29,532,250	\$ 28,932,250	\$ 43,152,349	\$ 21,894,325	\$ 21,258,024

Notes:

Note 1: 12-12-11. Construction cost based upon construction contract C12010 Awarded by SANBAG Board on December 7, 2011 to Riverside Construction plus approved construction Allowance/Contingencies

Note 2: 12-12-11: CMIA Funds Approved by Board July 2011 and CTC June 2011. Board approved Budget Amendment April 2012

Note 3: Per Payment of permit cost per City of Victorville See "Other Cost Items" Progress Payment Request Details

Note 4: Advance payment to Caltrans for Source Inspection per Cooperative Agreement C11220 payment made 6/7/12

Note 5: Post Award Audit of CM Overhead. PO to Miers & Miers PO 4000807 payment made 5/16/12



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

Minute Action

AGENDA ITEM: 6

Date: December 14, 2012

Subject: Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project

Recommendation:* That the Committee recommend the Board, acting as the San Bernardino County Transportation Commission (Commission):

1. Approve revised 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 additional aggregate total of \$175,000, increasing the total allowance for property acquisitions for the project to \$16,505,000.
3. Authorize the Executive Director or his designee to act on behalf of the Commission in signing Purchase & Sale Agreements and other documents deemed necessary or convenient that are approved as to form by General Counsel or her designee 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: Ronald Kenaston and Atchison, Topeka, and Santa Fe Railroad.

* The two properties are appraised in Attachment "A" and include the takes and easements with a total estimated fair market value of \$16,505,000.

Approved
 Mountain Desert Committee

Date: December 14, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

MDC1212e-ds

Attachment: <http://portal.sanbag.ca.gov/mgmt/committee/desert/mdc2012/mdc1212/AgendaItems/MDC1212e1-das.xlsx>

Background:

The Commission, 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 San Bernardino Associated Governments (SANBAG) acting in its capacity as the Commission 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; 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; at the August 1, 2012, SANBAG Board meeting, an additional 62 parcels for an aggregate \$9,930,000 was approved; at the September 5, 2012, SANBAG Board meeting, an additional 18 properties were approved at an aggregate \$1,625,000, and at the October 3, 2012 SANBAG Board meeting, an additional 3 properties were approved at an aggregate \$165,000.

Recommendation 1: SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has been proceeding with acquisition of properties for this project. Through discussions/negotiations with the property owners, some additional information has been received which affects the value and basis of the appraisals. On two of these parcels, one residential and one railroad parcel, additional information was obtained which affects the basis and value of the appraisal. As a result, the appraisals need to be revised and reapproved with the additional information included. The residential property increased due tot the right-of-way acquisition going from a partial take to a full take.

The two properties are summarized in Attachment "A" and include fee takes and easements with a total additional estimated value of \$175,000 above the previously approved appraisals. The estimated cost includes the property acquisition costs and a contingency of approximately 20%. Copies of these revised 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 revised offers of acquisition for all properties identified in Attachment "A" for an additional aggregate amount of \$175,000. The addition of the funds for these properties increases the total authorized amount for property acquisition for this project to \$16,505,000.

The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will make every reasonable attempt 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).

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 or his designee to act on behalf of the Commission in signing Purchase & Sale Agreements and other documents deemed necessary or convenient that are approved as to form by General Counsel or her designee, similar to the procedure used pursuant to SANBAG Valley Freeway Program Policy No. 40004 (reference: Administrative Settlement Policy No. 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.

A standard agreement and easement generally in the format that is consistent with the Caltrans standard template and their standard supplemental clauses will be used for these acquisitions and previously approved project acquisitions with the Commission signing the agreements as buyer, not Caltrans. The final documents will be approved as to form by SANBAG's General Counsel or her designee prior to presenting to the Executive Director for signature. Pursuant to the cooperative agreement the property will be acquired in Caltrans' name but the agreement will be signed by the Commission and paid for by the Commission.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget. Task No. 0880.

Reviewed By: SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the standard contract. This item is also scheduled for review at a Board Metro Valley Study Session.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Devore ROW Parcels for Acquisition

Caltrans Parcel No. (GPN)	APN(S)	Owner	Type
22491	0348-132-17	Ronald Kenaston	Fee, Full Take Occupied Residential
22518	0349-174-07	Atchison, Topeka and Santa Fe Railroad	Fee, Part-Take Vacant Railroad Property

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996