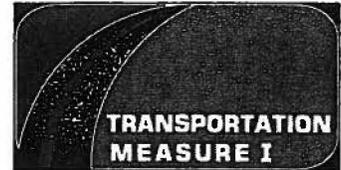




San Bernardino Associated Governments

1170 W. 3rd Street, San Bernardino, CA 92410
Phone: (909) 884-8276 Fax: (909) 885-4407
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

February 15, 2013

9:30 a.m.

Location

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

Mountain/Desert Committee Membership

Chair

*Julie McIntyre, Mayor
City of Barstow*

*Bill Jahn, Council Member
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*

*Curt Emick, Mayor
Town of Apple Valley*

*Ryan McEachron, Mayor Pro Tem
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

February 15, 2013

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 February 15, 2013.** Pg. 8

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. 9

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

Project Delivery

3. **Lenwood Road Grade Separation Project** Pg. 11

That the Committee recommend the Board:

1. Authorize staff to release Request for Proposal No. C13032 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Lenwood Road Grade Separation Project.

2. Approve a waiver of SANBAG Policy 11000 requiring two Caltrans staff to participate in the evaluation panel for the selection of a qualified firm for the Lenwood Road Grade Separation Project. **Garry Cohoe**

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and RFP as to form.

4. **Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project** Pg. 48

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

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 additional aggregate total of \$40,000, increasing the total allowance for property acquisitions for the project to \$16,545,000.

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: ACF Disposition LLC (Alliance Bank Capital Funding, LLC) and Denise M. Leonhardt. **Garry Cohoe**

This item is also scheduled for review by the Board of Directors Metro Valley Study Session on February 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the standard contract.

Discussion Items Continued.....Transportation Fund Administration**5. Major Local Highway Program and State Local Partnership Program Funding Agreements with San Bernardino County Pg. 52**

That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority:

1. Approve Preliminary Engineering Phase Funding Agreement C13053 in the amount of \$50,000 with the County of San Bernardino for Lear Avenue: Montezuma Dr./Pole Line Road in the unincorporated area of Morongo Basin subarea.
2. Approve a Fiscal Year 2012/2013 budget amendment to add Task No. 1002, Morongo Basin Reimbursement Projects, to be funded with \$50,000 Measure I Morongo Basin Subarea – Project Development/Traffic Management Systems funds. **Ellen Pollema**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

6. Major Local Highway Program and State Local Partnership Program Funding Agreements with the City of Twentynine Palms Pg. 65

That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority:

1. Approve Construction Funding Agreement C13059 in the amount of \$600,000 with the City of Twentynine Palms for construction of National Park Drive with \$200,000 funded by Major Local Highway Program funds and \$400,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.
2. Approve Construction Funding Agreement C13060 in the amount of \$300,000 with the City of Twentynine Palms for construction of improvements on State Route 62 between Canyon Road and Sunrise Road.
4. Approve a budget amendment to increase Task No. 1002, Morongo Basin Reimbursement Projects, from \$50,000 to \$550,000 to be funded by \$500,000 of Measure I Morongo Basin Subarea - Major Local Highway Program funds. **Ellen Pollema**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contracts.

Discussion Items Continued.....**Transportation Fund Administration (Cont.)****7. Major Local Highway Program and State Local Partnership Program Funding Agreements with City of Big Bear Lake Pg. 90**

That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority:

1. Approve Construction Phase Funding Agreement C13058 in the amount of \$2,400,000 with the City of Big Bear Lake for the Village L Project with \$1,200,000 funded by Major Local Highway Program funds and \$1,200,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

2. Approve a budget amendment to add Task No1003, Mountains Reimbursement Projects, to be funded with \$1,200,000 of Measure I Mountain Subarea - Major Local Highway Program funds.
Ellen Pollema

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

8. Major Local Highway Program and State Local Partnership Program Funding Agreements for the Town of Yucca Valley Pg. 103

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

1. Approve Construction Phase Funding Agreement C13056 in the amount of \$858,000 with the Town of Yucca Valley for the State Route 62, Apache Trail to Palm Avenue Project, with \$135,000 funded by Major Local Highway Program funds and \$723,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

2. Approve Construction Phase Funding Agreement C13057 in the amount of \$868,000 with the Town of Yucca Valley for the State Route 62, LaHonda Way to Dumosa Avenue Project, with \$90,000 funded by Major Local Highway Program funds and \$778,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

3. Approve a budget amendment to increase Task No. 1002, Morongo Basin Reimbursement Projects, from \$550,000 to \$775,000 to be funded with \$225,000 of Measure I Morongo Basin Subarea – Major Local Highway Program funds. **Ellen Pollema**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contracts.

Comments from Committee Members

Brief Comments from Committee Members –

Public Comment

Brief Comments by the General Public –

Additional Information

Acronym List

Pg. 127

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, March 15, 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: February 15, 2013

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	<u>APN#</u> 0348-141-23 0348-141-24 0349-166-13	<u>Property Owner:</u> Denise M. Leonhardt “” “” ACF Disposition LLC	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.

*

Approved
 Mountain Desert Policy Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.
 MDC1302z-gc

AGENDA ITEM #2
MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Cari Thomas + City of Adelanto	**											
Rick Roelle Town of Apple Valley	**											
Julie McIntyre City of Barstow	**											
Bill Jahn City of Big Bear Lake	**											
Mike Leonard City of Hesperia	**											
Ed Paget City of Needles	**											
Jim Harris City of Twentynine Palms	**											
Ryan McEachron City of Victorville	**											
George Huntington Town of Yucca Valley	**											
Robert Lovingood County of San Bernardino	**											
Janice Rutherford County of San Bernardino	**											
James Ramos County of San Bernardino	**											

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

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

*** New SANBAG Board Member

**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	**	X
Rick Roelle Town of Apple Valley		X			X			X		X*	**	
Julie McIntyre City of Barstow	X	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*	**	X
Ed Paget City of Needles	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	**	
Ryan McEachron City of Victorville	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
Brad Mitzelfelt County of San Bernardino		X				X		X	X	X	**	N/A
Janice Rutherford County of San Bernardino		X					X			X	**	
Neil Derry County of San Bernardino	X	X	X	X				X	X	X	**	N/A
Robert Lovingood*** County of San Bernardino												X
James Ramos*** County of San Bernardino												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.

and construction surveying services for this project. The consultant will also provide constructability reviews, assist with advertising the project for construction, and other preconstruction activities as required. To meet the project schedule, staff is requesting the release of RFP C13032 to allow the construction of the grade separation to commence the fall of 2013.

Recommendation No 2. SANBAG Procurement Policy 11000 specifies that two Caltrans staff shall serve on the evaluation panel for selection of a qualified firm. The Lenwood Road Grade Separation is off the State highway system project located in an area that encompasses land in the County of San Bernardino and City of Barstow, and does not impact any freeway facilities. As a result, staff requests a waiver of this policy requirement for the procurement of the construction management consultant for this project. Based on the expertise needed on the panel and Caltrans staff availability, staff may invite a Caltrans staff member to participate.

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

Reviewed By: This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and RFP as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

ATTACHMENT A

SCOPE OF WORK

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and public outreach for the Project. A description of the Project is given below.

Lenwood Road Grade Separation Project

The construction project is located along Lenwood Road in the City of Barstow. This project proposes to grade separate Lenwood Road over the BNSF railroad tracks at the current at-grade crossing. Lenwood Road will be expanded from two to four lanes between Main and Jasper Streets to match the City of Barstow's General Master Plans to two lanes in each direction. The construction project includes the following work elements:

- Construction of a four-lane roadway bridge.
- Construction of retaining walls.
- Drainage improvements
- Local street improvements and modifications to adjacent property lots.

The project will also include utility relocations, drainage modifications, signing and striping, traffic handling, and erosion control.

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

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; public outreach services and other assorted duties as appropriate in managing construction of a capital railroad grade separation improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist the Authority's Public Information Office, and the City of Barstow in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project.

The Authority anticipates that the total contract will be approximately 29 months in duration, with preconstruction services starting in June 2013, construction starting in September 2013 and ending in September 2015 followed by closeout activities not exceeding two months. The estimated construction capital cost of the project is about \$20 million.

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

SANBAG has designated a Project Manager to coordinate all construction activities.

Mr. Mike Barnum, Construction Manager

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

B. PERFORMANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A sample of the project Source Inspection Quality Management Plan (SIQMP) outlining the SANBAGS approach to source inspection and the roles and responsibilities of the source inspection personal is provided in Attachment C. Consultant shall be responsible for finalizing the SIQMP to match the project requirements, assist SANBAG in gaining Caltrans approval and manage the SIQMP. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

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

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

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

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

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

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

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

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of

performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

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

b. Budget

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

c. Constructability Review

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

2. Bid Process

a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual

as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal

- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
 - h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
 - i. CONSULTANT shall review and ensure compliance with environmental requirements.
 - j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.
 - k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
 - l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
-
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
 - n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
 - o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable
4. Construction Coordination
- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
 - b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
 - c. CONSULTANT shall maintain regular contact with SANBAG's

Project/Construction Manager.

- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with ~~the Resident Engineer shall review and certify contractor prepared Storm Water~~ Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

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

quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
 - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
 - 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

1) Construction Surveys

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

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:

- i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
 - g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

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

5) Right of Way Lines

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

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of

California Land Surveyor's Act and the California Subdivision Map Act.

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

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

- a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- b) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

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

7) Control Survey

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

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

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

- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

1) General Public Outreach Plan

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

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

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

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

d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.

f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will

acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

- g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:
 - i. Establish and maintain stakeholder and/or 'interested parties' list(s) -- used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
 - iv. Emergency notices -- when needed.
 - v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

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

d. Permits

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

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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

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

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

8. Contract Change Orders and Claims

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

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

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

CONSULTANT shall perform force account analysis to validate cost submitted

by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

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

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all Project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release

of all Project permits.

- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.
5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be

signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

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

- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
 - 1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

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

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

 - 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SANBAG in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and

nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.

- f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
 - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

- 1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
- 2. SANBAG will provide copies of all previously secured permits and Project authorizations.
- 3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

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

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

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

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

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

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

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

H. AVAILABILITY AND WORK HOURS

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

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

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

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

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

K. CONSTRUCTION SITE SAFETY

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

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

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

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

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager

- a. A minimum of six (6) years' project management experience on similar construction projects is desired.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
 - 6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.

5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning

construction work in progress and to solve field and office problems.

- d. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Perform construction materials sampling.
 - 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

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

7. Structural Inspector

- a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates,

progress pay estimates, and other documents or reports required for the Project.

- 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The materials testing/source inspection project manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for

- CONSULTANT's laboratory, field and source inspection personnel.
- 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
 - 6) Assist SANBAG and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
 - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

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

10. Materials Technicians

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

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
 - ii. Sampling and transporting produced construction

materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

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

2) CONSTRUCTION TECHNICIAN II

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

- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

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

3) CONSTRUCTION TECHNICIAN III

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

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

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:

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

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.

- 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
- 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.



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

Minute Action

AGENDA ITEM: 4

Date: February 15, 2013

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:

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 additional aggregate total of \$40,000, increasing the total allowance for property acquisitions for the project to \$16,545,000.
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: ACF Disposition LLC (Alliance Bank Capital Funding, LLC) and Denise M. Leonhardt.

*

Approved
 Mountain Desert Policy Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	X	CTA	SAFE	CMA
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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 the 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, at the October 3, 2012 SANBAG Board meeting, an additional 3 properties were approved at an aggregate \$165,000, and at the January 9, 2013 Board meeting, an additional two (2) properties were approved for an aggregate \$175,000, bringing the total authorized amount to \$16,505,000.

Recommendation 1: SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has been proceeding with acquisition of properties for this project. Two small partial acquisitions have been identified which also need to still be acquired. In both cases it is a small sliver of a residential property which needs to be acquired to accommodate the freeway widening.

The two properties are summarized in Attachment "A" and include fee takes and easements with a total additional estimated value of \$40,000 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 offers of acquisition for all properties identified in Attachment "A" for an additional aggregate amount of \$40,000. The addition of the funds for these

properties increases the total authorized amount for property acquisition for this project to \$16,545,000.

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 and that are approved as to form by General Counsel, 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: This item is also scheduled for review by the Board of Directors Metro Valley Study Session on February 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the standard contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**Devore ROW Parcels for Acquisition
Attachment 'A'**

Attachment A

Caltrans Parcel No (GRN)	APN(s)	Owner	Type
22606	0348-141-23 0348-141-24	Denise M. Leonhardt	Temporary Construction Easement and Part-Take
22650	0349-166-13	ACF Disposition LLC	Part-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: 5

Date: February 15, 2013

Subject: Major Local Highway Program and State Local Partnership Program Funding Agreements with San Bernardino County

Recommendation:* That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority:

1. Approve Preliminary Engineering Phase Funding Agreement C13053 in the amount of \$50,000 with the County of San Bernardino for Lear Avenue: Montezuma Dr./Pole Line Road in the unincorporated area of Morongo Basin subarea.
2. Approve a Fiscal Year 2012/2013 budget amendment to add Task No. 1002, Morongo Basin Reimbursement Projects, to be funded with \$50,000 Measure I Morongo Basin Subarea – Project Development/Traffic Management Systems funds.

Background: On May 24, 2012, San Bernardino County provided San Bernardino Associated Governments (SANBAG) with a request for Project Development/Traffic Management Systems (PD/TMS) funds needed for preliminary engineering for Lear Avenue/Montezuma Drive to Pole Line Road Roadway Improvements. The project may be eligible for a grant from the Defense Department Access Road Program and once the design has been completed, the County will seek Federal

*

	<p><i>Approved</i> <i>Mountain/Desert Committee</i></p> <p>Date: _____</p> <p>Moved: Second:</p> <p>In Favor: Opposed: Abstained:</p> <p>Witnessed: _____</p>
--	---

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

Check all that apply.
 MDC1302c-ep
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13053.doc>

Funds for construction in cooperation with the Marine Corps Air Ground Combat Center in Twentynine Palms.

On September 5, 2012, the SANBAG Board of Directors approved the allocation of \$50,000 of Morongo Basin Subarea PD/TMS funds to this project.

Financial Impact: This item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment is required to add Task No. 1002 to be funded by \$50,000 from Measure I Morongo Basin Subarea – Project Development/Traffic Management System funds.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

Responsible Staff: Ellen Pollema, Transportation Planning Analyst



CONTRACT SUMMARY SHEET

Contract No. C 13053 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and County of San Bernardino

Contract Description The Preliminary Engineering Phase of Lear Avenue: Montezume Dr./Pole Line Road

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and budget amendment to add Task No. 0895.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	50,000.00	Original Contingency Amount	\$	0.00
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	\$	50,000.00	TOTAL CONTINGENCY VALUE	\$	0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	50,000.00

Contract Start Date 03/06/13	Current Contract Expiration Date 04/01/17	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. 1002

A Budget Amendment is required.

How are we funding current FY? Measure I Morongo Basin Subarea PD/TMS

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

Measure I Morongo Basin Subarea PD/TMS

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

<u>Steven Polkema</u>	<u>[Signature]</u>	1/24/13
Project Manager (Print Name)	Signature	Date
<u>Andrea Zureick</u>	<u>[Signature]</u>	1/24/13
Task Manager (Print Name)	Signature	Date
<u>Andrea Zureick</u>	<u>[Signature]</u>	1/24/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
<u>Jeffrey Hill</u>	<u>[Signature]</u>	1/28/13
Contract Administrator (Print Name)	Signature	Date
<u>W. SWANSON</u>	<u>[Signature]</u>	2/13/13
Chief Financial Officer (Print Name)	Signature	Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

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

Finance Contract Summary Sheet

Contract No: C13053 Amendment No. _____ Vendor No. 01907

Vendor/Customer Name: _____ County of San Bernardino

Contract Description: Funding Agreement for Lear Avenue

List Any Related SANBAG Contracts Numbers: _____

Other Agency Contract Nos.: _____ Contract Expiration Date: 04/01/2017

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: Other Contracts

Retention: _____ % Max Retention to be held: _____ EMP

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

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 12/13 Amount \$ 50,000.00

GL	Fund Source Description	Fund	Program	Project	Object	Amount
Expense	MSI Morongo Basin Fund/Traffic Mgt Sys	4580	40	<u>1092</u>	54850	\$ 50,000.00
						\$ -
						\$ -

Project String (if applicable)	Project	Level 1	Level 2	Object	Amount
					\$ -
					\$ -
					\$ -

Contract Management: Receivable

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

Finance Letter Reversion Date: _____ EA No.: _____

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

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

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

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

Notes

Finance Reviews

A/P Review (initials): AK 2/5/17 A/R Review (initials): MB/SRS CFO Review (initials): [Signature]
 (Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature Andree Juice Date 1/24/13
 Detail Contract Summary Sheet 10/7/12

PROJECT FUNDING AGREEMENT C13053

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

COUNTY OF SAN BERNARDINO

FOR

**THE PRELIMINARY ENGINEERING PHASE OF A ROAD IMPROVEMENT
PROJECT ON LEAR AVENUE, FROM MONTEZUMA DRIVE TO POLE LINE
ROAD, COUNTY OF SAN BERNARDINO**

THIS Project Funding Agreement (“Agreement”) is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the COUNTY OF SAN BERNARDINO (hereinafter referred to as “COUNTY”). AUTHORITY and COUNTY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subareas Project Development and Traffic Management Systems (“PD/TMS”) funds;

B. The Lear Avenue, Montezuma Drive to Pole Line Road, Project in the County of San Bernardino (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea PD/TMS funds for the preliminary engineering phase of work (hereinafter referred to as “PHASE”);

D. On September 5, 2012, AUTHORITY’s Board of Directors approved allocation of \$50,000 in Rural Mountain/Desert Subarea PD/TMS funds to COUNTY for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE;

H. AUTHORITY and COUNTY are entering into this Agreement with the understanding that AUTHORITY will reimburse COUNTY for eligible PROJECT PHASE expenditures with a maximum of \$50,000 in PD/TMS funds;

NOW, THEREFORE, AUTHORITY and COUNTY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse COUNTY for the actual cost of the PROJECT PHASE up to a maximum of \$50,000 in PD/TMS Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse COUNTY within 30 days after COUNTY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by COUNTY up to a maximum of \$50,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of COUNTY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

COUNTY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by COUNTY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$50,000 in PD/TMS Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by COUNTY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.
3. To abide by all AUTHORITY, COUNTY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
4. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at COUNTY's Department of Public Works. Copies will be made and furnished by COUNTY upon written request by AUTHORITY.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were

used in conformance with this Agreement and for those PROJECT-specific work activities described.

8. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due COUNTY from any source under AUTHORITY's control.
10. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by COUNTY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;
3. In the event COUNTY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, COUNTY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

4. Eligible PROJECT reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. COUNTY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or April 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by COUNTY within twelve (12) months of the Effective Date of this Agreement.
8. AUTHORITY may terminate this Agreement if COUNTY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.

9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, The Preliminary Engineering Phase of a Road Improvement Project on Lear Avenue, from Montezuma Drive to Pole Line Road, County of San Bernardino (Preliminary Engineering Cost Estimate), and Attachment B, The Preliminary Engineering Phase of a Road Improvement Project on Lear Avenue, from Montezuma Drive to Pole Line Road, County of San Bernardino (Summary of Phase Cost by Agency), are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

COUNTY OF SAN BERNARDINO

By: _____
Janice Rutherford, Chairperson

By: _____
Janice Rutherford
Chair, Board of Supervisors

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
COUNTY Attorney

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

Attachment A

THE PRELIMINARY ENGINEERING PHASE OF A ROAD IMPROVEMENT PROJECT ON LEAR AVENUE, FROM MONTEZUMA DRIVE TO POLE LINE ROAD, COUNTY OF SAN BERNARDINO

Preliminary Engineering Cost Estimate

**Lear Avenue, Montezuma Drive to Pole Line Road Roadway Improvements (2 Miles)
Preliminary Engineering Cost Estimate**

	Field Review	Prelim Cost Est	Right of Way ¹	Utility Review ²	Environmental ³	Survey ⁴	Hydrology	Total Hours	Hourly Rate	Total Cost (Nearest \$100)
Public Works Engineer III		3	5	3			42	53	\$ 133.39	\$ 7,000.00
Public Works Engineer II	37	11					125	173	\$ 107.84	\$ 18,700.00
Engineering Tech V			40				40	40	\$ 93.09	\$ 3,700.00
Engineering Tech IV				23			13	13	\$ 82.36	\$ 1,100.00
Planner III					11		11	11	\$ 107.84	\$ 1,200.00
Eco Resource Specialist					37		37	37	\$ 89.11	\$ 3,300.00
Consultant (Lump sum)						\$15,000.00				\$15,000.00
Hours Per Task	37	14	45	16	48		167	327		
Cost Per Task (Nearest \$100)	\$ 4,000.00	\$ 1,600.00	\$ 4,400.00	\$ 1,500.00	\$ 4,500.00	\$15,000.00	\$ 19,000.00			\$ 50,000.00

- 1 Includes research to determine what Right of Way will be needed, does not include acquisition costs
- 2 Includes research to determine existing utilities, does not include cost for coordination or relocation
- 3 Includes research to determine what level of Environmental Document will be required, does not include clearance
- 4 Includes cost of 2 mile by 200 foot survey by vendor and County staff time

12/27/2012

ATTACHMENT B

THE PRELIMINARY ENGINEERING PHASE OF A ROAD IMPROVEMENT PROJECT ON LEAR AVENUE, FROM MONTEZUMA DRIVE TO POLE LINE ROAD, COUNTY OF SAN BERNARDINO

Summary of Phase Cost by Agency

Component	Total Cost	AUTHORITY Share* – PD/TMS** Funds	COUNTY Share – Local Funds
Preliminary Engineering Phase	\$50,000	\$50,000	\$0
Total	\$50,000	\$50,000	\$0

* Maximum Share of Preliminary Engineering Phase.

**At AUTHORITY's sole discretion and depending upon availability of alternative funding sources, AUTHORITY's Share may be provided from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this Agreement.



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

Minute Action

AGENDA ITEM: 6

Date: February 15, 2013

Subject: Major Local Highway Program and State Local Partnership Program Funding Agreements with the City of Twentynine Palms

Recommendation:* That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority:

1. Approve Construction Funding Agreement C13059 in the amount of \$600,000 with the City of Twentynine Palms for construction of National Park Drive with \$200,000 funded by Major Local Highway Program funds and \$400,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.
2. Approve Construction Funding Agreement C13060 in the amount of \$300,000 with the City of Twentynine Palms for construction of improvements on State Route 62 between Canyon Road and Sunrise Road.
3. Approve a budget amendment to increase Task No. 1002, Morongo Basin Reimbursement Projects, from \$50,000 to \$550,000 to be funded by \$500,000 of Measure I Morongo Basin Subarea - Major Local Highway Program funds.

Background: **National Park Drive.** In October 2012, The City of Twentynine Palms nominated the National Park Drive project as one of their Major Local Highway Program (MLHP) projects in the Morongo Basin subarea. The project was also identified as a project eligible for State Local Partnership Program (SLPP) funds.

*

	<i>Approved</i>
	<i>Mountain/Desert Committee</i>
	Date: _____
	Moved: Second:
	In Favor: Opposed: Abstained:
	Witnessed: _____

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

Check all that apply.
 MDC1302e-ep
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13059.doc>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13060.doc>

On November 7, 2012, the Board of Directors approved the allocation of \$200,000 MLHP and \$400,000 SLPP funds toward the estimated project construction cost of \$850,000, with the City of Twentynine Palms contributing the balance.

National Park Drive is the main entrance to Joshua Tree National Park, connecting State Route 62 (SR 62) with the Visitor Center. The project is Phase 2 of a two phase project; Phase 1 was completed in September 2012. The purpose of the project is to construct curbs and gutters, drainage improvements, and sidewalks/bike path to provide access to the Joshua Tree National Park Visitor Center. The City anticipates awarding the construction contract by the end of July 2013, with construction completion expected by October 2013.

State Route 62: Canyon Road to Sunrise Road. In September 2009, the City of Twentynine Palms nominated the SR 62/Canyon Road to Sunrise Road project as a project eligible for MLHP funds. On January 11, 2012, the City of Twentynine Palms formally requested MLHP funds for the project.

On September 5, 2012, the Board of Directors allocated \$300,000 in Morongo Basin MLHP funds to the City of Twentynine Palms for the project.

Financial Impact: This item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment is required to increase Task No. 1002 from \$50,000 to \$550,000 to be funded by \$500,000 Measure I Morongo Basin Subarea – Major Local Highway Program funds. The State Local Partnership Program funds will not flow through the San Bernardino Associated Governments (SANBAG) budget.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contracts.

Responsible Staff: Ellen Pollema, Transportation Planning Analyst



CONTRACT SUMMARY SHEET

Contract No. C 13059 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Twentynine Palms

Contract Description The Construction Phase of National Park Drive Street Improvements Project, Phase 2 in the City of Twentynine Palms

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add Task No. 0899.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	200,000.00	Original Contingency Amount
			\$ 0.00
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	\$	200,000.00	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 200,000.00

Contract Start Date 03/06/13	Current Contract Expiration Date 10/01/16	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. 1002
 A Budget Amendment is required.
 How are we funding current FY? Measure I Morongo Basin Subarea MLHP

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the **Overall** Funding for the duration of the Contract:
 Measure I Morongo Basin Subarea MLHP
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Ellen Pollema
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

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

Jeffrey Hill
Contract Administrator (Print Name)

W. STANLEY
Chief Financial Officer (Print Name)

Ellen Pollema 1/22/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

[Signature] 1/28/13
Signature Date

[Signature] 2/5/13
Signature Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

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

Finance Contract Summary Sheet

Contract No: C13059 Amendment No. _____ Vendor No. 02201

Vendor/Customer Name: _____ City of Twentynine Palms

Contract Description: _____ Funding Agreement for National Park Drive

List Any Related SANBAG Contracts Numbers: _____

Other Agency Contract Nos.: _____ Contract Expiration Date: 10/01/2016

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: Other Contracts

Retention: _____ % Max Retention to be held: _____ **EMP**

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

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 12/13 Amount \$ 200,000.00

GL	Fund Source Description	Fund	Program	Project	Object	Amount
Expense	MSI Morongo Basin Fund/Major Local Hwy	4530	40	1002	54840	\$ 200,000.00
						\$ -
						\$ -

Project String (if applicable)	Project	Level 1	Level 2	Object	Amount
					\$ -
					\$ -
					\$ -

Contract Management: Receivable

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

Finance Letter Reversion Date: _____ EA No.: _____

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

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

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

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

Notes

Finance Reviews

A/P Review (initials): CA 2/5/13 A/R Review (initials): ML 2/5/13 CFO Review (initials): [Signature]

(Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature Andrew Gueric Date 1/24/13

PROJECT FUNDING AGREEMENT NO. C13059

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF TWENTYNINE PALMS

FOR

**THE CONSTRUCTION PHASE OF
NATIONAL PARK DRIVE STREET IMPROVEMENTS PROJECT, PHASE 2
IN THE CITY OF TWENTYNINE PALMS**

THIS Project Funding Agreement (“Agreement”) is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the CITY OF TWENTYNINE PALMS (hereinafter referred to as “CITY”). AUTHORITY and CITY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program (“MLHP”) funds and Proposition 1B State Local Partnership Program (“SLPP”) formula funds;
- B. The National Park Drive Street Improvements Project, Phase 2 in the City of Twentynine Palms (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;
- C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds and Proposition 1B SLPP formula funds for the construction phase of work (hereinafter referred to as “PHASE”);
- D. On November 7, 2012, AUTHORITY’s Board of Directors approved allocation of \$200,000 in Rural Mountains Subarea MLHP funds and an additional \$400,000 in SLPP funds to CITY for the PROJECT PHASE;

C13059

Page 1 of 10

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY for eligible PROJECT PHASE expenditures with MLHP funds and the California Department of Transportation (hereinafter referred to as "CALTRANS") will reimburse CITY for eligible PROJECT PHASE expenditures with SLPP formula funds.

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for the actual cost of the PROJECT PHASE up to a maximum of \$200,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by CITY up to a maximum of \$200,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$200,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.
3. To work with CALTRANS to allocate \$400,000 in Proposition 1B SLPP Funds with reimbursement to be provided by CALTRANS for the Proposition 1B SLPP Funds per CALTRANS' guidelines. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT funds subject to CALTRANS' guidelines.
4. To abide by all AUTHORITY, CITY, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY or CALTRANS.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.
11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by

CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or October 1, 2016, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.
8. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, The Construction Phase of The National Park Drive Street Improvements Project, Phase 2 (Description of Project and Milestones), and Attachment B, The Construction Phase of The National Park Drive Street Improvement Project (Summary of Estimated Construction Phase), are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF TWENTYNINE PALMS

By: _____
Janice Rutherford, Chairperson

By: 
Joel Klink
Mayor

Date: _____

Date: 1-8-2013

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: 
R. Patrick Murray
CITY Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

Attachment A

NATIONAL PARK DRIVE STREET IMPROVEMENT PROJECT, PHASE 2

Description of Project and Milestones

Project Title			
National Park Drive, Street Improvement Project- Phase 2			
Location, Project Limits, Description, Scope of Work, Legislative Description			
in the City of Twentynine Palms, on National Park Drive from SR-62 to the Joshua Tree National Park Visitor's Center, construct concrete curb and gutter, combination sidewalk/bike path, curb ramps, and asphalt concrete pavement between existing pavement edge and new gutter, all on the east and north side of National Park Drive (street alignment is partially in a NW-SE direction and the rest in a E-W direction).			
Component	Implementing Agency		Reimbursements
PA&ED	City of Twentynine Palms		
PS&E	City of Twentynine Palms		
Right of Way	City of Twentynine Palms		
Construction	City of Twentynine Palms		
Legislative Districts			
	Assembly:	65	Senate: 18
	Congressional:	41	
Purpose and Need			
National Park Drive is major divided arterial connecting SR62 to the Joshua Tree National Park Visitor Center. The project is Ph 2 of a two phase project - Ph 1 was completed Sept 2012. The purpose of the project is to construct curbs and gutter, which provides much needed drainage improvements in the area, and sidewalks/bike path, which provide ped/bike access to the Visitor's Center. These new sidewalk/bike paths will connect to existing bike lanes or Utah Trail at the easterly project limits. Construction includes much needed pavement surface rehabilitation for the vehicular traffic. This project supports the City of Twentynine Palms Arterial System Circulation Element and Bicycle Path Circulation Element.			
Project Benefits			
The objective of this project is to improve and enhance safety for motorists, pedestrians and bicyclists, which will also improve the quality and efficiency of the roadway network. The addition of these pedestrian and bicycle facilities provides additional modes of transportation to a National Park visitor center. The addition of concrete curbs and gutters will not only provide flood protection to the existing edge of the street pavement but also adjacent private property.			
Project Milestone			Proposed
Project Study Report Approved			N/A
Begin Environmental (PA&ED) Phase			N/A
Circulate Draft Environmental Document	Document Type	CE	N/A
Draft Project Report			N/A
End Environmental Phase (PA&ED Milestone)			09/12/12
Begin Design (PS&E) Phase			09/01/12
End Design Phase (Ready to List for Advertisement Milestone)			12/31/12

Begin Right of Way Phase	N/A
End Right of Way Phase (Right of Way Certification Milestone)	N/A
Begin Construction Phase (Contract Award Milestone)	07/31/13
End Construction Phase (Construction Contract Acceptance Milestone)	09/30/13
Begin Closeout Phase	10/01/13
End Closeout Phase (Closeout Report)	11/01/13

ATTACHMENT B

NATIONAL PARK DRIVE STREET IMPROVEMENTS PROJECT, CITY OF TWENTYNINE PALMS

Summary of Estimated Construction Costs

Project Phase Funding Table

Component	Total Cost	AUTHORITY SHARE* – SLPP Funds	AUTHORITY SHARE* - MLHP Funds	CITY Local Measure I Funds	DEMO FUNDS
Construction Phase	\$850,000	\$400,000	\$200,000	\$250,000	\$850,000
Total	\$850,000	\$400,000	\$200,000	\$250,000	\$850,000

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.



CONTRACT SUMMARY SHEET

Contract No. C 13060 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Twentynine Palms

Contract Description The Construction Phase of State Route 62: Canyon Road to Sunrise Road in the City of Twentynine Palms

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add Task No. 0892.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	300,000.00	Original Contingency Amount
			\$ 0.00
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	\$	300,000.00	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 300,000.00

Contract Start Date 03/06/13	Current Contract Expiration Date 12/31/13	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. 1002
 A Budget Amendment is required.
 How are we funding current FY? Measure I Morongo Basin Subarea MLHP

<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
--	--------------------------------------	--------------------------------------	------------------------------------	---

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 Measure I Morongo Basin Subarea MLHP
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Ellen Pollema
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. S. HARRIS
Chief Financial Officer (Print Name)

Evan Peller 1/22/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

[Signature] 1/29/13
Signature Date

[Signature] 2/5/13
Signature Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

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

Finance Contract Summary Sheet

Contract No: C13060 Amendment No. _____ Vendor No. 02201
 Vendor/Customer Name: _____ City of Twentynine Palms
 Contract Description: _____ Funding Agreement for SR62: Canyon to Sunrise
 List Any Related SANBAG Contracts Numbers: _____
 Other Agency Contract Nos.: _____ Contract Expiration Date: 12/31/2013

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: Other Contracts
 Retention: _____ % Max Retention to be held: _____ EMP
 Construction A & E Services Other Professional Services Intergovernmental/MOU/COOP

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 12/13 Amount \$ 300,000.00

GL Expense	Fund Source Description	Fund	Program	Project	Object	Amount
	MSI Morongo Basin Fund/Major Local Hwy	4530	40	11002	54840	\$ 300,000.00
						\$ -
						\$ -

Project String (if applicable)	Project	Level 1	Level 2	Object	Amount
					\$ -
					\$ -
					\$ -

Contract Management: Receivable

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

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

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

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

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

Notes

Finance Reviews

A/P Review (initials): at 2/5/13 A/R Review (initials): _____ CFO Review (initials): [Signature]
 (Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature Andre Guenick Date 1/24/13
 Detail Contract Summary Sheet 10/7/12

PROJECT FUNDING AGREEMENT NO. C13060

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF TWENTYNINE PALMS

FOR

**THE CONSTRUCTION PHASE OF
STATE ROUTE 62: CANYON ROAD TO SUNRISE ROAD
IN THE CITY OF TWENTYNINE PALMS**

THIS Project Funding Agreement (“Agreement”) is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the CITY OF TWENTYNINE PALMS (hereinafter referred to as “CITY”). AUTHORITY and CITY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program (“MLHP”);
- B. The Construction Phase of State Route 62: Canyon Road to Sunrise Road Project in the City of Twentynine Palms (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;
- C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds for the construction phase of work (hereinafter referred to as “PHASE”);
- D. On September 5, 2012, AUTHORITY’s Board of Directors approved allocation of \$300,000 in Rural Mountains Subarea MLHP to CITY for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY eligible PROJECT PHASE expenditures with MLHP funds.

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for the actual cost of the PROJECT PHASE up to a maximum of \$300,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by CITY up to a maximum of \$300,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To work with CALTRANS, the lead agency for this PROJECT, to assist them with the completion of the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$300,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.
3. To abide by all AUTHORITY, CITY, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
4. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.

8. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.
10. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
11. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;
3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for

PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.

4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or April 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.

8. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, The Construction Phase of the State Route 62: Canyon Road to Sunrise Road PROJECT (Description of Project and Milestones), and Attachment B, The Construction Phase of the State Route 62: Canyon Road to Sunrise Road PROJECT (Summary of Estimated Construction Costs), are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Janice Rutherford, Chairperson

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

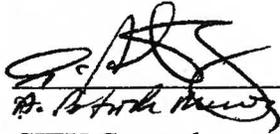
Date: _____

CITY OF TWENTYNINE PALMS

By: 
Joel Klink
Mayor

Date: 1-8-2013

APPROVED AS TO FORM AND
PROCEDURE:

By: 
CITY Council

Attachment A

THE CONSTRUCTION PHASE OF STATE ROUTE 62: CANYON ROAD TO SUNRISE ROAD

Description of Project and Milestones

Project Title			
SR62: Canyon Road to Sunrise Road			
Location, Project Limits, Description, Scope of Work, Legislative Description			
in the City of Twentynine Palms, on SR62 from Canyon Road to Sunrise Road the construction of the addition of a two-way turn lane and widening of shoulders.			
Component	Implementing Agency		Reimbursements
PA&ED	CALTRANS		
PS&E	CALTRANS		
Right of Way	CALTRANS		
Construction	CALTRANS		
Legislative Districts			
	Assembly:	65	Senate: 18
	Congressional:	41	
Purpose and Need			
Project Benefits			
Project Milestone			Proposed
Project Study Report Approved			
Begin Environmental (PA&ED) Phase			
Circulate Draft Environmental Document	Document Type	CE	
Draft Project Report			
End Environmental Phase (PA&ED Milestone)			
Begin Design (PS&E) Phase			
End Design Phase (Ready to List for Advertisement Milestone)			
Begin Right of Way Phase			
End Right of Way Phase (Right of Way Certification Milestone)			
Begin Construction Phase (Contract Award Milestone)			
End Construction Phase (Construction Contract Acceptance Milestone)			12/31/12
Begin Closeout Phase			
End Closeout Phase (Closeout Report)			

ATTACHMENT B

THE CONSTRUCTION PHASE OF STATE ROUTE 62: CANYON ROAD TO SUNRISE ROAD

Summary of Estimated Construction Costs

Project Phase Funding Table

Component	Total Cost	STATE CALTRANS SHARE-Funds	AUTHORITY SHARE* - MLHP Funds	CITY Local Measure I Funds
All Phases	\$2,054,302	\$1,754,302	\$300,000	\$0
Total	\$2,054,302	\$1,754,302	\$300,000	\$0

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, Corridor Mobility Improvement Account (CMIA) funds, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.



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

Minute Action

AGENDA ITEM: 7

Date: February 15, 2013

Subject: Major Local Highway Program and State Local Partnership Program Funding Agreement with City of Big Bear Lake

Recommendation:* That the Committee recommend the Board acting in its capacity as the San Bernardino County Transportation Authority:

1. Approve Construction Phase Funding Agreement C13058 in the amount of \$2,400,000 with the City of Big Bear Lake for the Village L Project with \$1,200,000 funded by Major Local Highway Program funds and \$1,200,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.
2. Approve a budget amendment to add Task No1003, Mountains Reimbursement Projects, to be funded with \$1,200,000 of Measure I Mountain Subarea - Major Local Highway Program funds.

Background: The Village L street improvements include removing and replacing curb, gutter, and sidewalk along Village Drive and Pine Knot Avenue as well as resurfacing both streets and installation of new drainage structures and piping to prevent flooding. Existing handicap access will be upgraded and improved.

The total cost of the project is estimated to be \$4,710,000. On November 7, 2012, the San Bernardino Associated Governments (SANBAG) Board of Directors approved the allocation of \$1,200,000 State Local Partnership Program (SLPP)

Approved
 Mountain/Desert Committee

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

Check all that apply.

MDC1302d-ep

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13058.doc>

funds and \$1,200,000 Mountain Subarea Major Local Highway Program (MLHP) funds to this project. The City of Big Bear Lake's contribution to the project is \$2,310,000.

The project will remain as a candidate for future allocations of MLHP funds.

Financial Impact: This item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment is required to add Task No. 1003 to be funded by \$1,200,000 of Measure I Mountain Subarea – Major Local Highway Program funds. The State Local Partnership Program funds will not flow through the SANBAG budget.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

Responsible Staff: Ellen Pollema, Transportation Planning Analyst



CONTRACT SUMMARY SHEET

Contract No. C 13058 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Big Bear Lake

Contract Description The Construction Phase of the Village L Road Improvement Project

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add Task No. 0898.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$ 1,200,000.00	Original Contingency Amount	\$ 0.00
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	\$ 1,200,000.00	TOTAL CONTINGENCY VALUE	\$ 0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 1,200,000.00

Contract Start Date 03/06/13	Current Contract Expiration Date 04/01/17	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. 1003

A Budget Amendment is required.

How are we funding current FY? Measure I Mountain Subarea MLHP

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

Measure I Mountain Subarea MLHP

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Ellen Pollema
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. S. Anderson
Chief Financial Officer (Print Name)

Ellen Pollema 1/22/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

Jeffery Hill
Signature Date

W. S. Anderson 2/6/13
Signature Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

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

Finance Contract Summary Sheet

Contract No: C13058 Amendment No. _____ Vendor No. 00236
 Vendor/Customer Name: _____ City of Big Bear Lake
 Contract Description: _____ Funding Agreement for Village L Project
 List Any Related SANBAG Contracts Numbers: _____
 Other Agency Contract Nos.: _____ Contract Expiration Date: 04/01/2017

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: Other Contracts
 Retention: _____ % Max Retention to be held: _____ EMP
 Construction A & E Services Other Professional Services Intergovernmental/MOU/COOP

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 12/13 Amount \$ 1,200,000.00

GL
Expense

Fund Source Description	Fund	Program	Project	Object	Amount
MSI Mountains Fund/Major Local Hwy	4630	40	1003	54840	\$ 1,200,000.00
					\$ -
					\$ -

Project String (if applicable)

Project	Level 1	Level 2	Object	Amount
				\$ -
				\$ -
				\$ -

Contract Management: Receivable

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

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

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

GL
Revenue

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

Revenue Project String (if applicable)

Project	Fund	Level 2	Revenue	Amount
				\$ -
				\$ -
				\$ -

Notes

Finance Reviews

A/P Review (initials): AK 4/5/13 A/R Review (initials): WJ 4/5/13 CFO Review (initials): [Signature]
 (Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature Andrew Gueric Date 1/24/13

PROJECT FUNDING AGREEMENT C13058

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BIG BEAR LAKE

FOR

**THE CONSTRUCTION PHASE OF THE
VILLAGE L ROAD IMPROVEMENT PROJECT
CITY OF BIG BEAR LAKE**

THIS Project Funding Agreement (“Agreement”) is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the CITY OF BIG BEAR LAKE (hereinafter referred to as “CITY”). AUTHORITY and CITY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program (“MLHP”) funds and Proposition 1B State Local Partnership Program (“SLPP”) formula funds;

B. The Village L Road Improvement Project in the City of Big Bear Lake (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds and Proposition 1B SLPP formula funds for the construction phase of work (hereinafter referred to as “PHASE”);

D. On November 7, 2012, AUTHORITY’s Board of Directors approved allocation of \$1,200,000 in Rural Mountains Subarea MLHP funds and an additional \$1,200,000 in SLPP funds to CITY for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY for 50% of eligible PROJECT PHASE expenditures with MLHP funds and the California Department of Transportation (hereinafter referred to as "CALTRANS") will reimburse CITY for 50% of eligible PROJECT PHASE expenditures with SLPP formula funds.

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for fifty percent (50%) of the actual cost of the PROJECT PHASE up to a maximum of \$1,200,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by CITY up to a maximum of \$1,200,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$1,200,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.
3. To work with CALTRANS to allocate \$1,200,000 in Proposition 1B SLPP Funds with reimbursement to be provided by CALTRANS for the Proposition 1B SLPP Funds per CALTRANS' guidelines. Expenses relative to time spent on the PROJECT PHASE by CITY are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT funds subject to CALTRANS' guidelines.
4. To abide by all AUTHORITY, CITY, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY or CALTRANS.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.
11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to CITY's "active" as well as "passive" negligence but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or April 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in

the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.

8. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, The Construction Phase of the Village L Road Improvement Project (Description of Project and Milestones), and Attachment B, The Construction Phase of the Village L Road Improvement Project (Summary of Estimated Construction Phase Costs and Other Phases' Costs), are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF BIG BEAR LAKE

By: _____
Janice Rutherford, Chairperson

By: _____
Bill Jahn
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
CITY Attorney

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

Attachment A

THE CONSTRUCTION PHASE OF THE VILLAGE L ROAD IMPROVEMENT PROJECT

Description of Project and Milestones

Project Title			
Village L Road Improvements			
Location, Project Limits, Description, Scope of Work, Legislative Description			
In the City of Big Bear Lake along Village Drive from Highway 18 to Stoker and along Pine Knot from Cameron Drive to Highway 18, resurface streets, upgrade and improve ADA access, remove and replace curb, gutter, and sidewalk, and install new drainage structures and piping to prevent flooding.			
Component	Implementing Agency		Reimbursements
PA&ED	City of Big Bear Lake		
PS&E	City of Big Bear Lake		
Right of Way	City of Big Bear Lake		
Construction	City of Big Bear Lake		
Legislative Districts			
	Assembly:	65	Senate: 31
	Congressional:	41	
Purpose and Need			
The Village L, which is the commercial heart of Big Bear Valley, has deteriorated streets, crosswalks, and storm water drainage. The streets contain potholes. The sidewalks and crosswalks have tripping hazards. Properties along the right-of-way are flooded. Handicap accessibility points are not adequate. The Village L street improvements include removing and replacing curb, gutter, and sidewalk along Village Drive and Pine Knot Avenue as well as resurfacing both streets and installation of new drainage structures and piping to prevent flooding. Existing handicap access will be upgraded and improved.			
Project Benefits			
The project would reconstruct Pine Knot Ave and Village Drive fixing potholes, areas of sub-grade failure, and flooding issues. The project benefits include improved safety for vehicles traveling along the street and pedestrians on the sidewalk and crosswalks. Street drainage improvements will improve traffic safety and pedestrian safety, as well as prevent flooding of properties along the right-of-way. Reconstruction of these streets, sidewalks, and crosswalks will also benefit handicapped individuals with improved ADA access.			
Project Milestone			Proposed
Project Study Report Approved			05/09/11
Begin Environmental (PA&ED) Phase			01/01/84
Circulate Draft Environmental Document	Document Type	ND	01/01/86
Draft Project Report			n/a
End Environmental Phase (PA&ED Milestone)			06/27/11
Begin Design (PS&E) Phase			06/28/11
End Design Phase (Ready to List for Advertisement Milestone)			05/01/12
Begin Right of Way Phase			01/01/90
End Right of Way Phase (Right of Way Certification Milestone)			05/01/93
Begin Construction Phase (Contract Award Milestone)			07/31/13
End Construction Phase (Construction Contract Acceptance Milestone)			01/31/14
Begin Closeout Phase			02/01/14
End Closeout Phase (Closeout Report)			04/01/14

ATTACHMENT B

THE CONSTRUCTION PHASE OF THE VILLAGE L ROAD IMPROVEMENT PROJECT

Summary of Estimated Construction Phase Costs and Other Phases' Costs

Project Phases Funding Table

Component	Total Cost	AUTHORITY Share* - SLPP Funds	AUTHORITY Share* -- MLHP Funds	CITY Local & Other Funds
Other Phases	\$2,310,000	\$0	\$0	\$2,310,000
Construction Phase	\$2,400,000	\$1,200,000	\$1,200,000	\$0
Total	\$4,710,000	\$1,200,000	\$1,200,000	\$2,310,000

* At AUTHORITY's sole discretion and depending upon availability of alternative funding sources, AUTHORITY's Share may be provided from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, Corridor Mobility Improvement Account (CMIA) funds, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this Agreement.



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

Minute Action

AGENDA ITEM: 8

Date: February 15, 2013

Subject: Major Local Highway Program and State Local Partnership Program Funding Agreements for the Town of Yucca Valley

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

1. Approve Construction Phase Funding Agreement C13056 in the amount of \$858,000 with the Town of Yucca Valley for the State Route 62, Apache Trail to Palm Avenue Project, with \$135,000 funded by Major Local Highway Program funds and \$723,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.
2. Approve Construction Phase Funding Agreement C13057 in the amount of \$868,000 with the Town of Yucca Valley for the State Route 62, LaHonda Way to Dumosa Avenue Project, with \$90,000 funded by Major Local Highway Program funds and \$778,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.
3. Approve a budget amendment to increase Task No. 1002, Morongo Basin Reimbursement Projects, from \$550,000 to \$775,000 to be funded with \$225,000 of Measure I Morongo Basin Subarea – Major Local Highway Program funds.

Background: In September 2009, representatives of all agencies in the Morongo Basin subarea

*

Approved
 Mountain/Desert Committee

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

Check all that apply.

MDC1302b-ep

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13056.doc>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13057.doc>

met and nominated projects to be eligible for regional funds. The Town of Yucca Valley nominated safety projects along State Route 62. In June 2012, the Town of Yucca Valley formally requested Major Local Highway Program (MLHP) funds for two segments along State Route 62 in their community, Apache to Palm and LaHonda to Dumosa.

Apache Trail to Palm Avenue. The State Route 62 (SR62) project between Apache and Palm was nominated by the Town of Yucca Valley as a candidate for Morongo Basin MLHP funds and State Local Partnership Program (SLPP) funds. The Project will construct traffic and pedestrian safety improvements, utility undergrounding, raised landscaped median islands, sidewalks, and drainage improvements.

On September 5, 2012, the Board of Directors allocated \$135,000 in MLHP funds and \$723,000 in SLPP funds to the SR62/Apache to Palm Project.

LaHonda Way to Dumosa Avenue. The SR62 project between LaHonda Way and Dumosa Avenue was nominated by the Town of Yucca Valley as a candidate for Morongo Basin MLHP funds and SLPP funds. The Project will construct traffic and pedestrian safety improvements, utility undergrounding, raised landscaped median islands, sidewalks, and drainage improvements.

On September 5, 2012, the Board of Directors allocated \$90,000 in MLHP funds and \$778,000 in SLPP funds to the SR62/LaHonda to Dumosa Project.

Financial Impact: The item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment is required to increase Task No. 1002 from \$550,000 to \$775,000 to be funded by \$225,000 Measure I Morongo Basin Subarea – Major Local Highway Program funds. The State Local Partnership Program funds will not flow through the San Bernardino Associated Governments (SANBAG) budget.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contracts.

Responsible Staff: Ellen Pollema, Transportation Planning Analyst



CONTRACT SUMMARY SHEET

Contract No. C 13056 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Town of Yucca Valley

Contract Description The Construction Phase of the State Route 62: Apache Trail to Palm Avenue Project

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve funding agreement and add task 0893.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	135,000.00	Original Contingency Amount
			\$ 0.00
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	\$	135,000.00	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 135,000.00

Contract Start Date 03/06/13	Current Contract Expiration Date 12/01/17	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>1002</u>	
<input checked="" type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Measure I Morongo Basin subarea MLHP	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:	
Measure I Morongo Basin subarea MLHP	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Ellen Pollema
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. STANLEY
Chief Financial Officer (Print Name)

Ellen Pollema 1/22/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

[Signature] 1/28/13
Signature Date

[Signature] 2/5/13
Signature Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

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

Finance Contract Summary Sheet

Contract No: C13056 Amendment No. _____ Vendor No. 02451

Vendor/Customer Name: Town of Yucca Valley

Contract Description: Funding Agreement for SR62: Apache to Palm

List Any Related SANBAG Contracts Numbers: _____

Other Agency Contract Nos.: _____ Contract Expiration Date: 12/01/2017

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: Other Contracts

Retention: _____ % Max Retention to be held: _____ Equip

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

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 12/13 Amount \$ 135,000.00

GL	Fund Source Description	Fund	Program	Project	Object	Amount
Expense	MSI Morongo Basin Fund/Major Local Hwy	4530	40	<u>1002</u>	54840	\$ 135,000.00
						\$ -
						\$ -

Project String (if applicable)	Project	Level 1	Level 2	Object	Amount
					\$ -
					\$ -
					\$ -

Contract Management: Receivable

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

Finance Letter Reversion Date: _____ EA No.: _____

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

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

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

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

Notes

Finance Reviews

A/P Review (initials): AK 1/13 A/R Review (initials): MS 1/13 CFO Review (initials): [Signature]
 (Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature Andree Garcia Date 1/24/13
 Detail Contract Summary Sheet 10/7/12

PROJECT FUNDING AGREEMENT C13056
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
TOWN OF TOWN OF YUCCA VALLEY
FOR
THE CONSTRUCTION PHASE OF THE STATE ROUTE 62:
APACHE TRAIL TO PALM AVENUE PROJECT

THIS Project Funding Agreement (“Agreement”) is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the TOWN OF YUCCA VALLEY (hereinafter referred to as “TOWN”). AUTHORITY and TOWN shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program (“MLHP”) funds and Proposition 1B State Local Partnership Program (“SLPP”) formula funds;
- B. The Construction Phase of the State Route 62: Apache Trail to Palm Avenue Project in the TOWN (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;
- C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds and Proposition 1B SLPP formula funds for the construction phase of work (hereinafter referred to as “PHASE”);
- D. On September 5, 2012, AUTHORITY’s Board of Directors approved allocation of \$135,000 in Rural Mountains Subarea MLHP funds and an additional \$723,000 in SLPP funds to TOWN for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and TOWN are entering into this Agreement with the understanding that AUTHORITY will reimburse TOWN for eligible PROJECT PHASE expenditures with MLHP funds and the California Department of Transportation (hereinafter referred to as "CALTRANS") will reimburse TOWN for eligible PROJECT PHASE expenditures with SLPP formula funds.

NOW, THEREFORE, AUTHORITY and TOWN agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT PHASE up to a maximum of \$135,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse TOWN within 30 days after TOWN submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by TOWN up to a maximum of \$135,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

TOWN AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by TOWN, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$135,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by TOWN are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.
3. To work with CALTRANS to allocate \$723,000 in Proposition 1B SLPP Funds with reimbursement to be provided by CALTRANS for the Proposition 1B SLPP Funds per CALTRANS' guidelines. Expenses relative to time spent on the PROJECT PHASE by TOWN are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT funds subject to CALTRANS' guidelines.
4. To abide by all AUTHORITY, TOWN, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at TOWN's TOWN Hall. Copies will be made and furnished by TOWN upon written request by AUTHORITY or CALTRANS.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due TOWN from any source under AUTHORITY's control.
11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and TOWN.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by

TOWN unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event TOWN determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by TOWN for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. TOWN's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless TOWN, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to TOWN's "active" as well as "passive" negligence but does not apply to TOWN's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or December 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by TOWN within twelve (12) months of the Effective Date of this Agreement.
8. AUTHORITY may terminate this Agreement if TOWN fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, The Construction Phase of the State Route 62: Apache Trail to Palm Avenue Project (Description of Project and Milestones), and Attachment B, The Construction Phase of the State Route 62: Apache Trail to Palm Avenue Project (Summary of Estimated Construction Costs), are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF YUCCA VALLEY

By: _____
Janice Rutherford, Chairperson

By: _____
Merl Abel
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Lona N. Laymon, Esquire
TOWN Attorney

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

Attachment A

THE CONSTRUCTION PHASE OF THE STATE ROUTE 62: APACHE TRAIL TO PALM AVENUE PROJECT, TOWN OF YUCCA VALLEY

Description of Project and Milestones

Location, Project Limits, Description, Scope of Work, Legislative Description			
On Route 62, in the Town of Yucca Valley between Apache Trail & Palm Ave. Construct traffic and pedestrian safety improvements. Install three segments of raised landscape medians, street lighting where gaps exist, sidewalks, curb and gutter, ADA compliant ramps, traffic signal at Church Street, traffic signal modifications at Acoma/Mohawk Trail.			
Component	Implementing Agency		Reimbursements
PA&ED	Town of Yucca Valley		
PS&E	Town of Yucca Valley		
Right of Way	Town of Yucca Valley		
Construction	Town of Yucca Valley		
Legislative Districts			
Assembly:	65	Senate:	31
Congressional:	41		
Purpose and Need			
The purpose of the project is to provide safe and efficient interstate and interregional mobility for visitors and goods through the Town of Yucca Valley.			
Project Benefits			
The project will increase pedestrian safety, reduce vehicular conflicts and upgrade non-standard ADA facilities with new ADA compliant curb ramps and sidewalks.			
Project Milestone	Proposed		
Project Study Report Approved	12/16/10		
Begin Environmental (PA&ED) Phase	08/20/08		
Circulate Draft Environmental Document	Document Type	N/A	06/17/10
Draft Project Report	12/16/10		
End Environmental Phase (PA&ED Milestone)	12/16/10		
Begin Design (PS&E) Phase	08/04/09		
End Design Phase (Ready to List for Advertisement Milestone)	09/30/12		
Begin Right of Way Phase	07/28/10		
End Right of Way Phase (Right of Way Certification Milestone)	09/30/12		
Begin Construction Phase (Contract Award Milestone)	12/31/13		
End Construction Phase (Construction Contract Acceptance Milestone)	07/31/14		
Begin Closeout Phase	08/01/14		
End Closeout Phase (Closeout Report)	12/01/14		

ATTACHMENT B

STATE ROUTE 62: APACHE TRAIL TO PALM AVENUE PROJECT, TOWN OF YUCCA VALLEY

Summary of Estimated Construction Costs

Project Phase Funding Table

Component	Total Cost	AUTHORITY SHARE* – SLPP Funds	AUTHORITY SHARE* - MLHP Funds	TOWN Local Measure I Funds	DEMO FUNDS
Construction Phase	\$2,886,000	\$723,000	\$135,000	\$588,000	\$1,440,000
Total	\$2,886,000	\$723,000	\$135,000	\$588,000	\$1,440,000

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.



CONTRACT SUMMARY SHEET

Contract No. C 13057 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Town of Yucca Valley

Contract Description The Construction Phase of the State Route 62: LaHonda Way to DuMosa Avenue Project

Board of Director's Meeting Date: 3/6/13	
Overview of BOD Action: Approve funding agreement and add Task No. 0894.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	90,000.00	Original Contingency Amount
			\$ 0.00
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	\$	90,000.00	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 90,000.00

Contract Start Date 03/06/13	Current Contract Expiration Date 03/01/17	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>1002</u>				
<input checked="" type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? Measure I Morongo Basin Subarea MLHP				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
Measure I Morongo Basin Subarea MLHP				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

Ellen Polcena
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. S. Markovic
Chief Financial Officer (Print Name)

Ellen Polcena 1/22/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

Andrea Zureick 1/24/13
Signature Date

Jeffery Hill 1/28/13
Signature Date

W. S. Markovic 2/5/13
Signature Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

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

Finance Contract Summary Sheet

Contract No: C13057 Amendment No. _____ Vendor No. 02451
 Vendor/Customer Name: Town of Yucca Valley
 Contract Description: Funding Agreement for SR62: LaHonda to Dumosa
 List Any Related SANBAG Contracts Numbers: _____
 Other Agency Contract Nos.: _____ Contract Expiration Date: 03/01/2017

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: Other Contracts
 Retention: _____ % Max Retention to be held: _____ EMP
 Construction A & E Services Other Professional Services Intergovernmental/MOU/COOP

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 12/13 Amount \$ 90,000.00

GL	Fund Source Description	Fund	Program	Project	Object	Amount
Expense	MSI Morongo Basin Fund/Major Local Hwy	4530	40	1002	54840	\$ 90,000.00
						\$ -
						\$ -

Project String (if applicable)	Project	Level 1	Level 2	Object	Amount
					\$ -
					\$ -
					\$ -

Contract Management: Receivable

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

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

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

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

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

Notes

Finance Reviews

A/P Review (initials): ca 2/5/13 A/R Review (initials): me 2/1/13 CFO Review (initials): [Signature]
 (Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature Andrew Guerin Date 1/24/13
 Detail Contract Summary Sheet 10/7/12

PROJECT FUNDING AGREEMENT C13057

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TOWN OF TOWN OF YUCCA VALLEY

FOR

**THE CONSTRUCTION PHASE OF THE STATE ROUTE 62:
LA HONDA WAY TO DUMOSA AVENUE PROJECT**

THIS Project Funding Agreement ("Agreement") is made and entered into this ____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the TOWN OF YUCCA VALLEY (hereinafter referred to as "TOWN"). AUTHORITY and TOWN shall be individually or collectively, as applicable, known as "Party" or "Parties."

RECITALS

A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Rural Mountain/Desert Subarea Major Local Highway Program ("MLHP") funds and Proposition 1B State Local Partnership Program ("SLPP") formula funds;

B. The Construction Phase of the State Route 62: LaHonda Way to Dumosa Avenue Project in the TOWN ("PROJECT") is one of the projects identified as eligible for such funding and is described more fully in Attachment A;

C. AUTHORITY has determined that the PROJECT is eligible to receive the Rural Mountains Subarea MLHP funds and Proposition 1B SLPP formula funds for the construction phase of work (hereinafter referred to as "PHASE");

D. On September 5, 2012, AUTHORITY's Board of Directors approved allocation of \$90,000 in Rural Mountains Subarea MLHP funds and an additional \$778,000 in SLPP funds to TOWN for the PROJECT PHASE;

E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

F. Parties desire to proceed with the PROJECT in a timely manner;

G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT PHASE; and

H. AUTHORITY and TOWN are entering into this Agreement with the understanding that AUTHORITY will reimburse TOWN for eligible PROJECT PHASE expenditures with MLHP funds and the California Department of Transportation (hereinafter referred to as "CALTRANS") will reimburse TOWN for eligible PROJECT PHASE expenditures with SLPP formula funds.

NOW, THEREFORE, AUTHORITY and TOWN agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse TOWN for the actual cost of the PROJECT PHASE up to a maximum of \$90,000 in MLHP Funds. An estimate of costs for the PROJECT PHASE is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse TOWN within 30 days after TOWN submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by TOWN up to a maximum of \$90,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of TOWN performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

TOWN AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by TOWN, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$90,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by TOWN are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to AUTHORITY's guidelines.
3. To work with CALTRANS to allocate \$778,000 in Proposition 1B SLPP Funds with reimbursement to be provided by CALTRANS for the Proposition 1B SLPP Funds per CALTRANS' guidelines. Expenses relative to time spent on the PROJECT PHASE by TOWN are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT funds subject to CALTRANS' guidelines.
4. To abide by all AUTHORITY, TOWN, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
6. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at TOWN's TOWN Hall. Copies will be made and furnished by TOWN upon written request by AUTHORITY or CALTRANS.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support TOWN's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by TOWN.

8. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of TOWN receiving notice of audit findings, which time shall include an opportunity for TOWN to respond to and/or resolve the findings. Should the findings not be otherwise resolved and TOWN fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due TOWN from any source under AUTHORITY's control.
11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and TOWN.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by

TOWN unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;

3. In the event TOWN determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, TOWN shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by TOWN for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. TOWN's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither TOWN nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless TOWN, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to TOWN's "active" as well as "passive" negligence but does not apply to TOWN's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or March 1, 2017, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9 and 10 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by TOWN within twelve (12) months of the Effective Date of this Agreement.
8. AUTHORITY may terminate this Agreement if TOWN fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
10. Attachment A, The Construction Phase of the State Route 62: LaHonda Way to Dumosa Avenue Project (Description of Project and Milestones), and Attachment B, The Construction Phase of the State Route 62: LaHonda Way to Dumosa Avenue Project (Summary of Estimated Construction Costs), are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF YUCCA VALLEY

By: _____
Janice Rutherford, Chairperson

By: _____
Merl Abel
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Lona N. Laymon, Esquire
TOWN Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

ATTACHMENT A

THE CONSTRUCTION PHASE OF THE STATE ROUTE 62: LA HONDA WAY TO DUMOSA AVENUE PROJECT, TOWN OF YUCCA VALLEY

Description of Project and Milestones

Project Title			
Route 62; Traffic & pedestrian safety improvements and utility work between La Honda Way & Dumosa Ave			
Location, Project Limits, Description, Scope of Work, Legislative Description			
On Route 62, in the Town of Yucca Valley. Construct traffic and pedestrian safety improvements within the Route 62 right-of-way. Install raised landscaped median islands, sidewalks, and associated drainage improvements, between La Honda Way and Dumosa Ave in the Town of Yucca Valley.			
Component	Implementing Agency		Reimbursements
PA&ED	Town of Yucca Valley		
PS&E	Town of Yucca Valley		
Right of Way	Town of Yucca Valley		
Construction	Town of Yucca Valley		
Legislative Districts			
	Assembly:	65	Senate: 31
	Congressional:	41	
Purpose and Need			
The purpose of the project is to provide safe and efficient interstate and interregional mobility for visitors and goods through the Town of Yucca Valley.			
Project Benefits			
The project will increase pedestrian safety, reduce vehicular conflicts and upgrade non-standard ADA facilities with new ADA compliant curb ramps and sidewalks.			
Project Milestone	Existing	Proposed	
Project Study Report Approved		05/01/02	
Begin Environmental (PA&ED) Phase			
Circulate Draft Environmental Document	Document Type	CE/CE	02/01/09
Draft Project Report		09/01/09	
End Environmental Phase (PA&ED Milestone)		01/04/10	
Begin Design (PS&E) Phase		09/06/11	
End Design Phase (Ready to List for Advertisement Milestone)		08/29/10	
Begin Right of Way Phase		08/31/12	
End Right of Way Phase (Right of Way Certification Milestone)		01/01/13	
Begin Construction Phase (Contract Award Milestone)		07/31/13	
End Construction Phase (Construction Contract Acceptance Milestone)		11/30/13	
Begin Closeout Phase		12/01/13	
End Closeout Phase (Closeout Report)		03/01/14	

ATTACHMENT B

**NATIONAL PARK DRIVE STREET IMPROVEMENTS PROJECT,
TOWN OF YUCCA VALLEY**

Summary of Estimated Construction Costs

Project Phase Funding Table

Component	Total Cost	AUTHORITY SHARE* – SLPP Funds	AUTHORITY SHARE* - MLHP Funds	TOWN Local Measure I Funds	TOWN HSIP Funds & SLPP Funds
Construction Phase	\$2,594,000	\$778,000	\$90,000	\$688,000	\$1,038,000
Total	\$2,594,000	\$778,000	\$90,000	\$688,000	\$1,038,000

*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, and State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this agreement.

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
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

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

San Bernardino Associated Governments



MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996