

AGENDA

Board of Directors Meeting

February 4, 2015

Start Time: 10:00 a.m.

LOCATION

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

Board of Directors

President

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Vice-President

Ryan McEachron, Council Member
City of Victorville

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Michael Tahan, Mayor Pro Tem
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Mike Leonard, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Joel Klink, Mayor
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Dick Riddell, Council Member
City of Yucaipa

George Huntington, Mayor
Town of Yucca Valley

Robert A. Lovingood, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

James Ramos, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Basem Muallem, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

AGENDA

Board of Directors

**February 4, 2015
10:00 a.m.**

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

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

CALL TO ORDER

(Meeting Chaired by L. Dennis Michael)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
Calendar of Events
- iv. Agenda Notices/Modifications

Possible Conflict of Interest Issues

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.

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

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

Consent - Administrative Matters

2. November/December 2014 Procurement Report

Receive the November/December 2014 Procurement Report.

Hilda Flores

This item has not received prior policy committee or technical advisory committee review.

Consent - Transit/Rail

3. October/November 2014 Right-of-Way Grants of Use Report

Receive October and November 2014 Right-of-Way Grants of Use Report.

Mitch Alderman

This item was received by the Commuter Rail and Transit Committee on January 15, 2015.

4. Contract No. C12178 Amendment No. 2 with Parsons Brinckerhoff

The Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 2 to Contract No. C12178 with Parsons Brinckerhoff (PB) for additional construction management services for the Omnitrans Bus facility, increasing the contract amount by \$515,701 for an amended not-to-exceed amount of \$1,231,591.

The Board, acting as the San Bernardino County Transportation Commission:

B. Allocate \$515,701 of Valley Local Transportation Funds to the San Bernardino Transit Center Project in lieu of the Valley State Transit Assistance Funds that were originally identified for the project.

Mitch Alderman

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. SANBAG General Counsel has reviewed this item and the draft amendment.

5. Southern California Regional Rail Authority Cooperative Agreement - Rail-Related Support Services

The Board, acting as the San Bernardino County Transportation Commission, approve Cooperative Agreement No. 15-1001125 with the Southern California Regional Rail Authority to provide rail-related support services for rail corridor improvement projects within San Bernardino County, and authorize the Executive Director to execute the Cooperative Agreement and Work Orders issued under the Cooperative Agreement up to \$100,000 per Work Order.

Mitch Alderman

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. This item and the agreement have been reviewed by SANBAG General Counsel.

6. City of Fontana Cooperative Agreement - Sierra Avenue & Juniper Avenue At-Grade Crossing Improvements

That the Board authorize the Executive Director to enter into Cooperative Agreement No. 15-1001097 with the City of Fontana for the preparation of plans, specifications, and estimate (PS&E) and completion of construction improvements for the Sierra Avenue and Juniper Avenue at-grade crossings on the San Gabriel Railroad Subdivision.

Mitch Alderman

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. SANBAG General Counsel has reviewed this item.

7. Memorandum of Understanding No. 15-1001047 with the City of Redlands and Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the advancement of the Redlands Passenger Rail Project

The Board, acting as the San Bernardino County Transportation Commission, authorize the Executive Director to execute the following:

A. Memorandum of Understanding No. 15-1001047 with the City of Redlands for the implementation of the Redlands Passenger Rail Project.

B. Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the implementation of the Redlands Passenger Rail Project. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. SANBAG General Counsel has reviewed this item and the Memorandums of Understanding.

8. Release RFP 15-1001093, Final Design Services and RFP 15-1001146, Program Management Services for the Redlands Passenger Rail Project

A. Release Request for Proposal 15-1001093 for Final Design Consultant Services for the Redlands Passenger Rail Project; and

B. Release Request for Proposal 15-1001146 for Program Management Consultant Services for the Redlands Passenger Rail Project. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015.

Consent - Transportation Programming and Fund Administration

9. Fiscal Year 2014/2015 Section 5310 Funding Award

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

A. Approve the Fiscal Year 2014/2015 Federal Transit Administration Section 5310 Program of Projects for San Bernardino County as identified in Attachment A.

B. Adopt Resolution No. 14-031 certifying the projects awarded for funding meet the requirements of the Section 5310 requirements and are consistent with the Regional Transportation Plan. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. SANBAG's General Counsel has reviewed this item and the resolution.

10. Transit and Rail Fiscal Year 2014/2015 Department Budget Amendment

That the Board, acting as the San Bernardino County Transportation Commission, approve a budget amendment to the SANBAG Fiscal Year 2014/2015 Budget to increase Task No. 0310 Transit Operating by \$25,835 in Victor Valley Project Development and Traffic Management Systems funds and \$6,868 in North Desert Project Development and Traffic Management Systems funds for the Victor Valley Transit Authority Vanpool Program.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015.

11. New Project Funding Agreement for Yucca Loma Road in the Town of Apple Valley

That the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate \$3,597,480.00 in Victor Valley Major Local Highway Program funds to the Town of Apple Valley for the Yucca Loma Road Project.

B. Approve Funding Agreement 15-1001116 in the amount of \$3,597,480.00 with the Town of Apple Valley for the Yucca Loma Road Project.

C. Approve a budget amendment to increase Task 0516 Measure I Mountain/Desert Apportionment and Allocations with \$3,597,480.00 from Measure I Victor Valley Fund – Major Local Highway Bond.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 16, 2015. SANBAG General Counsel has reviewed this item and the draft agreement.

12. Allocation to North First Avenue Overhead Bridge over the BNSF Railroad and Project Funding Agreement

That the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate \$4,927,092 in North Desert Subarea Major Local Highway Program funds to the City of Barstow for the North First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088 Project.

B. Approve Funding Agreement 15-1001119 in the amount of \$4,927,092 with the City of Barstow for the North First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088 Project.

C. Approve a budget amendment to increase Task 0516, Measure I Mountain/Desert Apportionment and Allocations with \$65,000 of 4330 – North Desert Subarea Major Local Highway Program funds.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 16, 2015. This item and the draft agreement have been reviewed by SANBAG General Counsel.

13. Geographic Equity in Distribution of Proportional Shares of State and Federal Funds

That the Board, acting as the San Bernardino County Transportation Commission, adopt Policy No. 40023, Determination of Proportional Shares of State and Federal Funds between Subareas, concerning the distribution and monitoring of State and Federal funds between Subareas. **Andrea Zureick**

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 15, 2015. The draft policy has been reviewed and concurred with by the Transportation Technical Advisory Committee on September 29, 2014, and the City/County Manager Technical Advisory Committee on October 2, 2014.

14. AB 2766 Mobile Source Reduction Review Committee (MSRC) Signal Synchronization Partnership Program Funding Agreements

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Approve Contract **15-1001100** with the South Coast Air Quality Management District defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds allocated to the San Bernardino Associated Governments.

B. Approve Contract **15-1001101** with the City of Yucaipa defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.

C. Approve Contract **15-1001102** with the City of Highland defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.

D. Approve Contract **15-1001103** with the City of Chino defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.

E. Approve Contract **15-1001104** with the City of Ontario defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.

F. Approve Contract **15-1001105** with the City of Rancho Cucamonga defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.

G. Approve Contract **15-1001106** with the City of Colton defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.

Andrea Zureick

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 15, 2015. SANBAG General Counsel has reviewed this item and the draft agreements.

15. Valley Transportation Services, Inc./Omnitrans Efficiencies

That the Board, acting as the San Bernardino County Transportation Commission, direct staff to work with Valley Transportation Services, Inc. and Omnitrans to explore, analyze, and evaluate the Riverside Transit Agency Freedom to Go travel training program for implementation in San Bernardino County. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015.

16. Allocation to North First Avenue Bridge over the Mojave River and Project Funding Agreement

That the Board, acting as the San Bernardino County Transportation Authority:

A. Allocate \$3,178,871 in North Desert Subarea Major Local Highway Program funds to the City of Barstow for the North First Avenue Bridge over the Mojave River, Bridge No. 54C-0089 Project.

B. Approve Funding Agreement 15-1001118 in the amount of \$3,178,871 with the City of Barstow for the North First Avenue Bridge over the Mojave River, Bridge No. 54C-0089 Project.

C. Approve a budget amendment to increase Task 0516 Measure I Mountain/Desert Apportionment and Allocations by \$150,000 from 4330 - North Desert Subarea Major Local Highway Program funds.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 16, 2015. SANBAG General Counsel has reviewed this item and the draft agreement.

17. Memorandum of Understanding concerning US 395 and State Route 58

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve technical corrections to Contract C14066, the Eastern California Transportation Planning Partnership Memorandum of Understanding.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 16, 2015. SANBAG General Counsel has reviewed this item and the MOU.

18. Transportation Development Act Triennial Performance Audits for Fiscal Years 2012/2013/2014

That the Board, acting as the San Bernardino County Transportation Commission, approve Contract No. 15-1001098 with PMC for the Fiscal Years 2012 – 2014 Transportation Development Act Triennial Performance Audits in an amount not-to-exceed \$124,369.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. This item and the draft agreement were reviewed by SANBAG General Counsel.

Consent Calendar Items Pulled for Discussion

Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.

DISCUSSION ITEMS

Discussion - Administrative Matters

19. Appointments and Vacancies to SANBAG Committees and External Boards

A. Approve the appointment of Supervisor Curt Hagman as the Alternate Member to the Metro Gold Line Phase II JPA.

B. Announce the results of the Mountain/Desert Sub Region cities' caucus to select a member to serve on the SANBAG General Policy Committee.

C. Note the vacancy on the SR 91 Advisory Committee (Ex Officio Member).

Duane Baker

This item has not received prior policy committee or technical advisory committee review.

20. Report from the Independent Taxpayer Oversight Committee on Measure I Expenditure Plan and Audit for Fiscal Year 2012/2013

Receive the report from the Independent Taxpayer Oversight Committee, finding that Measure I expenditures for Fiscal Year 2012/2013 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance and making recommendations on Maintenance of Effort requirements and local pass-through compliance audits.

Duane Baker

This item has been reviewed and approved by the Independent Taxpayer Oversight Committee.

Discussion - Council of Governments

21. 2015 SANBAG General Assembly Visioning Awards Update

Receive and File information on the 2015 SANBAG General Assembly Visioning Awards.

L. Dennis Michael

This item has not received prior policy committee or technical advisory committee review.

Discussion - Regional/Subregional Planning

22. Strategy for using Transportation Development Act Article 3 funds to increase competitiveness of Active Transportation Program (ATP) Cycle 2 Applications

That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, approve the release of a Phase 1 call-for-projects for TDA Article 3 funds as a match to prospective applications for Active Transportation Program Cycle 2.

Steve Smith

This item has not received any prior policy committee or technical advisory committee review. However, an e-mail was distributed to members of the Transportation Technical Advisory Committee containing the substance of this agenda item and requesting input. A summary of the input is provided in the Background section.

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments from the General Public

ADJOURNMENT

Additional Information

Attendance
SANBAG Entities
Acronym List

Agency Reports

There were no agency reports this month.

Committee Membership

Representatives on SCAG Committees
SANBAG Committee Memberships

Mission Statement

Mission Statement

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

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 “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

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/she would like to amend the 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 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
Revised March 2014*



Important Dates to Remember...

February 2015

SANBAG Meetings – Scheduled:			
General Policy Committee	Feb 11	9:00 am	The Super Chief
Commuter Rail/Transit Committee	Feb 12	9:00 am	SANBAG Lobby, 1 st Floor
Metro Valley Study Session	Feb 12	9:30 am	SANBAG Lobby, 1 st Floor
I-10/I-15 Corridor Joint Sub-Committee	Feb 12	10:00 am	SANBAG Lobby, 1 st Floor
Mountain/Desert Committee	Feb 20	9:30 am	Town of Apple Valley

Other Meetings/Events:			
Ranchero Road Project Ribbon Cutting	Feb 20	11:30 am	Ranchero Road Project Site, Hesperia, CA

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

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

Minute Action

AGENDA ITEM: 1

Date: February 4, 2015

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	C12178	Parsons Brinckerhoff Douglas B. Sawyer	Leighton Consulting Simon Wong Engineering

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.

Responsible Staff:

Approved
 Board of Directors
 Date: February 4, 2015
 Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

Minute Action

AGENDA ITEM: 2

Date: *February 4, 2015*

Subject:

November/December 2014 Procurement Report

Recommendation:

Receive the November/December 2014 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on March 12, 2014. On February 6, 2013, the Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to \$100,000 and for purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not to exceed \$25,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less and to release Request for Proposal (RFP), Request for Quote (RFQ) and Invitation for Bid (IFB) for proposed contracts from which funding has been approved in San Bernardino Associated Governments (SANBAG's) Annual Budget, and which are estimated not-to-exceed \$1,000,000. SANBAG staff has compiled this report that summarizes all contract actions approved by the Executive Director, or designee.

On July 11, 2012, the Board of Directors authorized SANBAG's General Counsel to award and execute legal services contracts up to \$50,000 with outside counsel as needed on behalf of SANBAG and its authorities organized under the umbrella of the Council of Governments. Also, periodically notify the Board after exercising such authority.

A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the months of November and December is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item imposes no impact on the Fiscal Year 2014/2015 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By:

This item has not received prior policy committee or technical advisory committee review.

Responsible Staff:

Hilda Flores, Chief of Accounting and Procurement

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Agenda Item
February 4, 2015
Page 2

Approved
Board of Directors
Date: February 4, 2015
Witnessed By:

Attachment A

November/December Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
15-1001051	Third Party Administrator and Incident Management of claim involving or against SANBAG.	George Hills Company	\$100,000.00	Third Party Administrator and Incident Management
C14153	This C&M agreement provides for Caltrans to construct and maintain the widening of the existing I-15 bridges over the UPRR Railroad tracks just south of the Devore interchange. SANBAG is a party to the agreement strictly for acquisition of the needed easements. Acquisition of these easements was already approved at the October, 2012 Board meeting.	Union Pacific Railroad and Caltrans	\$28,700.00	Construction and Maintenance Agreement for I-15/I-215 Devore Interchange Reconstruction Project including the acquisition of easements from the railroad.

Attachment: BRD1502a1-wws (1526 : Procurement Report)

Attachment A

November/December Contract Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C11081 Amendment 3	Extend the contract in order to provide some of the I-15 Corridor Studies within a separate Feasibility Study Report. Amount of work is minor, but it takes us more time to prepare/submit and request Caltrans review and concurrence. Project: I-15 Corridor PSR-PDS and Preliminary Engineering Studies	Parsons Brinckerhoff, Inc.	Original: \$863,000.00 Amendment 1: \$0.00 Amendment 2: \$0.00	\$0.00	\$863,000.00
C11114 Amendment 2	Increase of \$60,000 is to cover railroad costs through the completion of construction. Contract requires SANBAG to pay actual costs for railroad item. Project: Hunts Lane Grade Separation Construction and Maintenance Agreement	Union Pacific Railroad Company	Original: \$474,767.00 Amendment 1: \$99,996.00	\$60,000.00	\$634,763.00
C12137 Amendment 3	Extend the contract due to schedule delays from review cycle of several environmental documents and expected delays with the environmental document approval through Caltrans. Project: SR 210 Lane Additional and SR 210/Base Line Interchange Project.	URS Corporation	Original: \$3,051,971.00 Amendment 1: \$942,982.00 Amendment 2: \$0.00	\$0.00	\$3,994,953.00

Attachment: BRD1502a1-wws (1526 : Procurement Report)

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C14009 Amendment 2	Unexpected vacancy of 3 Beats required the use of backup trucks from other FSP operators to cover for vacant Beats while a RFP is processed. Project: FSP, Beat 1 and Emergency FSP Coverage	Pomona Valley Towing	Original: \$561,180.00 Amendment 1: \$44,000.00	\$45,000.00	\$650,180.00
C14177 Amendment 3	Unexpected vacancy of 3 Beats required the use of backup trucks from other FSP operators to cover for vacant Beats while a RFP is processed. Project: Emergency Freeway Patrol Service in SB county	Steve's Towing	Original: \$60,476.00 Amendment 1: \$212,568.00 Amendment 2: \$90,000.00	\$85,000.00	\$448,044.00
R12190 Amendment 1	Extend the contract to allow time to complete construction activities and construction close out activities. Project: Construction Cooperative Agreement for the I-215 Bi County Project	RCTC	Original: \$16,842,000.00	\$0.00	\$16,842,000.00
C12005 Amendment 3	Increase to contract is to accommodate the increase of GO511 calls for OCTA. Project: Call Box call answering services	Professional Communication Network	Original: \$752,123.00 Amendment 1: \$0.00 Amendment 2: \$71,000.00	\$39,000.00	\$862,123.00

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C13012 Amendment 1	Modified contract terms in "Changes" to be consistent with the current contract template. Project: Construction Management Services Contract - Laurel GS.	Athalye Consulting Engineering Services	Original: \$4,995,000.00	\$0.00	\$4,995,000.00

Attachment: BRD1502a1-wws (1526 : Procurement Report)

Attachment A

November/December Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12233 CTO 4 Amendment 1	Labor Compliance oversight of various projects	GCAP Services	\$300,000.00 Shared with Dynamic Engineering Services	CTO 1 \$3,459.00 CTO 2 \$34,320.00 CTO 3 \$22,881.44 CTO 7 \$5,807.50	Original CTO: \$39,653.50 Amendment CTO \$9,000.00 New CTO Total \$48,653.50

Attachment: BRD1502a1-wws (1526 : Procurement Report)

Attachment A

November/December Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001250	11/18/2014	Tyler Technologies, Inc.	Upgrade EDEN accounting software to incorporate GASB 34 module – Financial Reporting Statement builder.	\$23,738.00
4001251	12/02/14	WTS – Inland Empire	Contribution to the SANBAG General Assembly to secure location and speaker.	\$20,000.00
Total				\$40,980.31

Attachment: BRD1502a1-wws (1526 : Procurement Report)

Attachment A

November/December Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
4001110 / Amendment #1	Additional monthly copies in excess of rental agreement for the 5875 Xerox copier.	Xerox Corporation	\$6,012.39	\$3,300.00	\$9,312.39
4001118 / Amendment #1	Change in scope since the project requires addition of loop detector modification for signal work.	City of Colton	\$19,703.75	\$21,436.25	\$41,140.00
4001145 / Amendment #1	Temporary office assistant services extended until newly hired individual starts employment with SANBAG.	Apple One	\$9,500.00	\$5,000.00	\$14,000.00

Attachment: BRD1502a1-wws (1526 : Procurement Report)

Attachment B

November/December RFPs and IFBs

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
None					
				Total	

Attachment: BRD1502a2-wws (1526 : Procurement Report)



Minute Action

AGENDA ITEM: 3

Date: *February 4, 2015*

Subject:

October/November 2014 Right-of-Way Grants of Use Report

Recommendation:

Receive October and November 2014 Right-of-Way Grants of Use Report.

Background:

The Board of Directors adopted the SANBAG Rail Property Policy (Policy No. 31602) on July 2, 2014. Within the policy under Section B - Policy Principals and Authority to Execute Grants of Right of Use, the Board authorized the Executive Director, or designee, to approve all grants of rights of use documents as approved to form by General Counsel.

A list of all grants of use that were executed by the Executive Director and/or designee during the month of October and November is presented herein as Attachment A.

Financial Impact:

This item imposes no impact on the Fiscal Year 2014/2015 budget. Presentation of the monthly Right-of-Way report demonstrates compliance with the SANBAG Rail Property Policy (Policy No. 31602).

Reviewed By:

This item was received by the Commuter Rail and Transit Committee on January 15, 2015.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
 Board of Directors
 Date: February 4, 2015

Witnessed By:

Entity: CTA, CTC

Attachment A

October/November Right-of-Way Grants of Use Report

Vendor Name	Contract No.	Agreement Type	Linked Agreements	Executed Date	Term Date	Amount	Fee's Waived	Waived Fee Amount	Waived Fee Comments
Cox	RRND007202	License-Term	None	10/14/2014	11/14/2014	\$ -	N/A	N/A	N/A
City of Rialto	R13160	License-Term	R13167	10/21/2014	11/21/2014	\$ -	N/A	N/A	N/A
Sully-Miller Contracting, Inc	R14157	ROE *A1	C09168	11/10/2014	9/12/2014	\$ 560.00	N/A	N/A	N/A

Attachment: Attachment A Oct_Nov 14 (1581 : October/November 2014 Right-of-Way Grants of Use

Minute Action

AGENDA ITEM: 4

Date: *February 4, 2015*

Subject:

Contract No. C12178 Amendment No. 2 with Parsons Brinckerhoff

Recommendation:

The Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 2 to Contract No. C12178 with Parsons Brinckerhoff (PB) for additional construction management services for the Omnitrans Bus facility, increasing the contract amount by \$515,701 for an amended not-to-exceed amount of \$1,231,591.

The Board, acting as the San Bernardino County Transportation Commission:

B. Allocate \$515,701 of Valley Local Transportation Funds to the San Bernardino Transit Center Project in lieu of the Valley State Transit Assistance Funds that were originally identified for the project.

Background:

The San Bernardino Transit Center (SBTC) is a 22-bay bus facility serving Omnitrans fixed route services, providing connections to sbX Rapid Transit Service and Metrolink, and hosting Victor Valley Transit Authority, Mountain Area Regional Transit Authority, and the City of Beaumont buses. The SBTC is also the future westerly terminus of the planned Redlands Passenger Rail System.

Construction of SBTC began in February 2014 and is scheduled to be completed in mid-2015. While SBTC construction has been progressing without major complication or incidents, there have been numerous challenges to overcome as well as an additional level of effort required from the construction management consultant Parsons Brinckerhoff (PB), principally because of the following:

- Unforeseen additional requirements by the City of San Bernardino, other governmental agencies, and utilities. The end-user, Omnitrans, has also made several requests to revise or add work items during the course of SBTC construction.
- Changes in the project design due to complications, litigation, and agreements related to the required right-of-way.
- SBTC contractor's inexperience with all requirements that pertain to Federal Transit Administration (FTA) funded projects has resulted in SANBAG and PB providing greater oversight and direction to ensure FTA grant compliance.

The following is a general description of additional work items and scope performed by PB related to the San Bernardino Transit Center Project:

Entity: CTA, CTC

Preconstruction Related Projects:

- E Street Storm Drain: As part of the San Bernardino Transit Center Project, SANBAG awarded a \$354,300 construction contract to GRFCO Inc., for the construction of a storm drain along Rialto Avenue and E Street in the City of San Bernardino. PB assisted SANBAG in project bidding, Construction Management (CM), inspections, material quality control and claims mitigation support services.
- Bekins Building Demolition: SANBAG awarded a \$246,450 construction contract to Unlimited Environmental, Inc. Total demolition of the 3-story concrete-framed warehouse building was underway at virtually the same time as the E-Street Storm Drain improvements. Demolishing the warehouse cleared a site located south of Redlands Subdivision (rail corridor) benefiting the First Mile project and the proposed San Bernardino Transit Center parking lot. PB performed the same oversight and supporting efforts as they did for the E-Street Storm Drain construction contract.

Preconstruction and Bid Packaging:

- Additional Utility Coordination: PB performed preconstruction management services related to the SBTC project, including periodic and routine coordination meetings with various utility companies: Southern California Edison (SCE), Southern California Gas Company (SCG), Verizon Communications, Inc. (VZN), San Bernardino Municipal Water District (SBMWD) and City of San Bernardino Engineering Department (CSB). These sessions were necessary and such coordination efforts intensified to assist project designer, HDR Engineering, to finalize design and drawing details immediately prior to awarding the SBTC construction contract.
- Additional Document Review and Specifications Editing: PB assisted SANBAG and HDR Engineering in developing General Specifications for the project. Review and editing sessions were conducted once and sometimes twice a week.
- Additional Storm Water Pollution Prevention Plan (SWPPP) Assistance: PB assisted SANBAG to initially establish and then update the Storm Water Multiple Application and Reporting Tracking System (SMARTS) on-line accounts for monitoring project-specific SWPPP related construction activities as the State of California mandates.
- Affaitati Property (655 W. Rialto Ave. Parking Lot Improvements): Reconfiguring the secured and unsecured parking areas increased the CM level of effort for the construction of the parking lot. There were five (5) successive design revisions to accommodate the property owner which intensified the effort by PB's inspectors to monitor field work performed without interruption. Resident Engineer and Office Engineer have evaluated and negotiated 14 Requests for Change (RFCs) approved by four (4) Change Notices (CNs) totaling \$176,000.
- Unforeseen Conditions and Buried Debris: Contractor encountered unknown concrete and asphalt causing PB's Resident Engineer and Field Inspectors to devote more time recording subcontractors' force account work.
- Buy-America Compliance and HVAC Waiver: Contractor's inexperience with FTA mandated requirements caused SANBAG, HDR Engineering and PB to expend extraordinary effort to give input to the contractor and to more closely monitor the purchase and installation of all manufactured products.
- Contractor's Quality Control versus Owner's Quality Assurance: PB's costs have also increased due to contractor's unwillingness to provide independent testing lab services and

to effectively police the quality of subcontracted work, which also required enhanced level of QA testing and inspection efforts.

- Additional Labor Compliance Monitoring: PB labor compliance monitoring personnel recently intensified level of effort in order to prompt timely reporting. PB has issued deficiency notices which requiring additional level of effort to close out the labor compliance issues.
- Additional Construction Staking and Layout of Contractor's Work: The contractor has made extensive survey requests beyond those of typically experienced contractors.
- Incoming Utility Service Entrances into Building: PB required additional level of effort to correctly coordinate and closely configure the exact routing of electrical power, telephone and gas lines entering the building and avoid conflicts with other proposed improvements.
- Traffic Signals, Illumination of Streets and Intersections: Similar to the unforeseen conditions and buried debris, Resident Engineer and Field Inspectors are spending more time than normally expected coordinating with project designer and authorities having jurisdiction regarding traffic signals, illumination of streets and intersections.

For reference, Amendment No. 1 to this contract was for pre-construction utility verification in an additional amount of \$32,135 for a new total of \$715,890.

Financial Impact:

This item is consistent with the current adopted Fiscal Year 2014/2015 SANBAG Budget under Task No. 0322- San Bernardino Transit Center Project.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. SANBAG General Counsel has reviewed this item and the draft amendment.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
 Board of Directors
 Date: February 4, 2015

Witnessed By:

CONTRACT SUMMARY SHEET

Contract No. C 12178 Amendment No. 2

By and Between

San Bernardino Associated Governments and Parsons Brinkerhoff

Contract Description Construction Management Services for the Omnitrans Bus Facility

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: 1) Approve Amendment No. 2 to Contract No. C12178 with Parsons Brinkerhoff for additional construction management services for the Omnitrans Bus facility, increasing the contract amount by \$515,701 for an amended not-to-exceed amount of \$1,231,591.
2) Allocate \$515,701 of Valley Local Transportation Funds to the San Bernardino Transit Center Project in lieu of the Valley State Transit Assistance Funds that were originally identified for the project.
Is this a Sole-Source procurement? [] Yes [X] No

Table with 4 columns: Contract Amount, Contingency Amount, Revised Amount, and Total Value. Includes rows for Original, Revised, Current, and Total Contract/Contingency values, and a Total Budget Authority row.

Contract Start Date 12/8/2015, Current Contract Expiration Date 12/31/2015, Revised Contract Expiration Date 12/31/2015. Has the contract term been amended? [X] No [] Yes - please explain.

FINANCIAL INFORMATION
[X] Budget authority for this contract currently exists in Task No. 322.
[] A Budget Amendment is required.
How are we funding current FY? Omnitrans, FTA 5309, LTF Rail
[X] Federal Funds [] State Funds [X] Local Funds [] TDA Funds [] Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: 6012 (Transit Center Project Fund), LTF Rail, FTA 5309, FTA 5307.
[X] Payable [] Receivable

CONTRACT MANAGEMENT INFORMATION
Check all applicable boxes:
[X] Retention? If yes, indicate % 10.
[] Disadvantaged Business Enterprise (DBE) Goal ____ %

Signatures and dates for Mitchell A Alderman, Andrea Turveck, Jeffrey Hill, and W. S. [unclear].

AMENDMENT NO. 2

TO

CONTRACT NO. C12178

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

PARSONS BRINCKERHOFF, INC.

This AMENDMENT No. 2 to Contract No. C12178 (this “Amendment”) is made by and between Parsons Brinckerhoff, Inc. (hereafter called “CONSULTANT”) and the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority (hereafter called “AUTHORITY”). The AUTHORITY and CONSULTANT are each a “Party” and collectively “Parties” herein.

RECITALS:

- A. **WHEREAS**, AUTHORITY, under Contract No. C12178, has engaged CONSULTANT to provide construction management services for the Omnitrans bus facility (“Project”); and
- B. **WHEREAS**, AUTHORITY and CONSULTANT desire to amend the contract increasing the contract amount to provide for additional construction management services; and
- C. **WHEREAS**, the Parties agree that the additional services will increase the Not-To-Exceed amount by \$515,701.

NOW THEREFORE, the Parties mutually agree to amend Contract No. C12178 as follows:

1. The Scope of Services for Contract No. C12178 shall be amended to reflect the changes and additions described in Attachment A.1 to this Amendment No. 2, all to be performed to AUTHORITY’s satisfaction. Except as specifically amended in Attachment A.1, the current provisions of the Scope of Services shall remain in force and effect.
2. Amend Article 3, “Price”, sub-paragraph 3.2, to delete the first sentence and replace with the following:

“The total not-to-exceed amount is One Million Two Hundred Thirty-One Thousand Five Hundred Ninety-One Dollars (\$1,231,591) for the services to be provided under this Contract.”

- 3. Except as otherwise specified herein or in Attachment A.1, the modified and additional services set forth in Attachment A.1 shall be compensated in the same manner and under the same procedures as for the services under Contract No. C12178 and are subject to the amended not-to-exceed figure set forth in paragraph 2 above. Attachment B.1 to this Amendment No. 2, contains the projected budget for the cost components of the price increase negotiated by the parties for the completion of the modified and additional services set forth in Attachment A.1.
- 4. Attachment A.1 and Attachment B.1 are attached to and incorporated into this Amendment No. 2.
- 5. Contract No. C12178 and Amendment No. 1 are incorporated into this Amendment.
- 6. Except as amended by this Amendment No. 2, all other provisions of Contract No. C12178, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 below.

PARSONS BRINCKERHOFF, INC

AUTHORITY

By: _____
Douglas B. Sawyer
Sr. Vice President

By: _____
L. Dennis Michael
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Assistant General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: PB Contract C12178-2 Amendment 2 [Revision 1] (1580 : Parsons Brinckerhoff Contract No C12178 Amendment No 2)

Attachment A.1

Background:

The San Bernardino Transit Center (SBTC) is a 22-bay bus facility serving Omnitrans fixed route services, providing connections to sbX and Metrolink, and hosting Victor Valley Transit Authority, Mountain Transit, and the City of Beaumont buses. The SBTC is also the future westerly terminus of the planned Redlands Passenger Rail System (also known to be the extended passenger service along approximately nine-mile line running between downtown San Bernardino and the City of Redlands).

For SANBAG, the SBTC construction project is a separate project from the concurrent construction of the Downtown San Bernardino Passenger Rail Project (DSBPRP) more familiarly called the Redlands First Mile, constituting the first mile of Metrolink service to be extended eastward from its current terminus at the Santa Fe Depot in San Bernardino.

Construction of the SBTC began in late February this year and is currently on schedule for substantial completion mid-Spring 2015. Parsons Brinckerhoff (PB) serves as SANBAG's Construction Management Consultant for the DSBPRP, monitoring construction for both SBTC and First Mile projects. PB personnel also serve, on call, as an extension of SANBAG staff reporting to the Director of Transit and Rail Program.

While SBTC construction has been progressing without major complication or incident, maintaining the originally planned schedule, there have been numerous challenges to overcome as well as an additional level of effort required from the construction management consultant PB, principally because:

- Unforeseen additional requirements by the City of San Bernardino, other governmental agencies, and utilities. The end-user, Omnitrans, has also made several requests to revise or add work items during course of SBTC construction.
- Changes in the project design and construction management support occurred due complications in, litigation over, and agreements relating to acquire rights-of-way along the new rail corridor, including privately owned properties surrounding the SBTC site.
- SBTC contractor's inexperience with all requirements that pertain to FTA funded projects has resulted in SANBAG and PB providing greater oversight and direction to ensure FTA grant compliance.

The following is a general description of additional work items and scope performed by PB relating to the SBTC:

Precursor Projects:

- E-Street Storm Drain Construction Contract: SANBAG tendered bids and awarded a \$354,300 contract to contractor GRFCO, Inc. in very much in the way PB was called upon by SANBAG to provide CM services of Phase 3 improvements at Metrolink's Eastern Maintenance Facility (EMF) located in Colton before starting construction for the Redlands First Mile. It was necessary for lower portions of the new storm drain system to be in place before sbX bus service started running in southbound lanes of E-Street (circa May 2014); albeit, smaller than EMF construction, and shorter in duration, E-Street Storm Drain contract oversight was charged against SBTC's

construction management budget and during the four months preceding SBTC construction (November 2013 through February 2014). PB supported SANBAG in project bidding, contract administration and conformance inspections, material quality testing, construction surveying, change management and claims mitigation.

- Former Bekins Building Demolition Contract: SANBAG tendered bids and awarded a \$246,450 construction contract to Unlimited Environmental, Inc. Total demolition of the 3-story concrete-framed warehouse building was underway at virtually the same time frame as the E-Street Storm Drain improvements. Although demolishing the warehouse cleared a site located south of Redlands Subdivision (rail corridor) benefiting the First Mile project, PB performed the same oversight and supporting efforts as for E-Street Storm Drain and, likewise, such time was charged against SBTC's construction management budget, mainly December 2013 through January 2014, with some change order work taking until the middle of March to complete – about the time, SBTC-related demolition got underway where former Matzoros Produce warehouses were located off G-Street.

Preconstruction and Bid Packaging:

- Additional Utility Coordination: During the timeframe of EMF construction, in approximately October 2012 through August 2013, PB performed preconstruction management services relative to SBTC project, including periodic and routine coordination meetings with various utility companies, but mainly with Southern California Edison (SCE) and Southern California Gas Company (SCG), and also with Verizon Communications Inc. (VZN), San Bernardino Municipal Water District (SBMWD) and City of San Bernardino Engineering Department (CSB). These sessions were necessary and such coordination efforts intensified to assist project designer, HDR Engineering, finalize design and drawing details immediately prior to tendering of SBTC bids (October-November 2013). Again, such time was charged against SBTC's construction management budget allocation.
- Additional Document Review and Specifications Editing: PB assisted SANBAG and HDR Engineering in developing General Specifications for the project. Review and editing sessions conducted once and sometimes twice a week, began as early as Spring 2012 then intensified during timeframe of December 2012 through September 2013. Time expended on proofing SBTC documents was charged against SBTC.
- Additional Storm Water Pollution Prevention Plan (SWPPP) Assistance: PB assisted SANBAG initially establish and then update SMARTS on-line accounts for monitoring project-specific SWPPP related construction activities as the State of California mandates. As SANBAG holds ultimate responsibility, efforts made to get project reporting up and running expended time charged against SBTC.

Construction Phase:

- Affaitati Property (655 W. Rialto Ave. Parking Lot Improvements): By reconfiguring the secured and unsecured parking areas pursuant to design concept put forth by adjacent

property owner (Affaitati), not only after bids were tendered, but soon after demolition of former Matzoros buildings began, *what had begun simple did become more difficult than one could anticipate*. Not only did 5 successive design revisions result, to accommodate Affaitati, required intensified vigilance by PB inspectors to monitor field work performed without interruption while designers revised stall layouts and tree selections/placements then relocated the wall separating the lots and tree placements, followed by adjusting of wrought iron fence panels, rolling vehicle gate, and man-gate. Resident engineer and office engineer have evaluated and negotiated 14 Requests for Change (RFCs) approved by 4 Change Notices (CNs) totaling \$176,000.

- Unforeseen Conditions and Buried Debris: Almost as soon as construction commenced, evidence of unknown concrete and asphalt presented itself, causing PB resident engineer and field inspectors to expend more time diligently recording subcontractors' force account work.
- Buy-America Compliance and HVAC Waiver: It became apparent early on that contractor's unfamiliarity with FTA mandated requirements, especially Buy-America provisions, would cause SANBAG, HDR Engineering and PB to expend extraordinary effort to give input to the contractor and to more closely monitor the purchase and installation of all manufactured products. As it happened, SANBAG applied for and successfully obtained FTA waiver permitting foreign-made Variable Refrigerant Flow HVAC equipment in the project.
- Contractor's Quality Control versus Owner's Quality Assurance: Our costs have also increased due to contractor's unwillingness to amply provide independent testing lab services and to effectively police the quality of subcontracted work, which also required enhanced level of QA testing and inspection efforts. Nine non-conformance notices issued to date.
- Additional Labor Compliance Monitoring: Contractor continues to be chronically belated or remiss in its submission of mandatory certified payroll reports for subcontractors. PB labor compliance monitoring personnel recently intensified efforts to elicit real cooperation and accurate, timelier reporting. Issued deficiency notices to contractor go unheeded, now subjecting progress payments to further withholdings and statutory penalties.
- Additional Construction Staking and Layout of Contractor's Work: The contractor has requested extensive survey requests beyond those of typically experienced contractors..
- Incoming Utility Service Entrances into Building: PB made extraordinary efforts to correctly coordinate and closely configure the exact routing of electrical power, telephone and gas lines entering the building to avert certain conflict with hardscape and other site features.
- Traffic Signals, Illumination of Streets and Intersections: Reconstruction of Rialto Avenue frontage, including new signalized intersection at F-Street, has been problematic. As with unforeseen conditions and buried debris, Resident Engineer and field inspectors have spent and are spending more time than normally expected, daily coordinating with project designer and authorities having jurisdiction, including affected utility owners and the City Engineer, while also dispelling contractor-initiated Requests for Information (RFIs) that are spurious, intended to invert changes in conditions, and becoming incessant.

- Timeliness of End-User Changes and Potential Schedule Impact: Several potential changes recently noted by Omnitrans are concerning, in particular, added provisions for information technology (IT), variable message signs (VMS), ticket vending machines (TVMs), public address/paging (PA), telephone/data, cardkey door access control and camera surveillance. So far, nine RFCs approved by three CNs totaling \$78,000. As with any changed work to be incorporated with less than 4 months of contract time remaining, time is of essence and every change has the potential of impacting project's longest path of activities affecting time of completion. Contractor's previous Time Impact Analyses (TIAs) are unsubstantiated. Yet, along with contemplating these changes for incorporation, there is the risk of causing delay to scheduled completion, which a forthcoming TIA might well prove to be justified, costly.

PARSONS BRINCKERHOFF																	
PARSONS BRINCKERHOFF																	
CONSTRUCTION MANAGEMENT SERVICES																	
Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)	\$260.77	\$189.84	\$161.79	\$222.52	\$85.17	\$66.94	\$40.34	\$112.25	\$107.18	\$262.56	\$114.59	\$159.83					
Staff Classification	Project Principal	Project Manager	Resident Engineer	Rail Road Coordinator	Senior Office Engineer	Document Control	Office Administration	Senior Inspector	Inspector	Survey- Field	Project Accountant	Scheduler					
TOTAL FOR PROJECT	\$9,909	\$72,139	\$42,065	\$0	\$25,551	\$62,921	\$26,623	\$22,451	\$136,658	\$22,318	\$5,730	\$27,171	\$9,000	\$12,000	\$1,167	\$40,000	\$515,701
Month	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS					MONTH HOUR TOTAL
TOTAL HOURS PER EMPLOYEE	38	380	260	0	300	940	660	200	1275	85	50	170					4358

Attachment: C12178-2_Attachment B_Fee (1580 : Parsons Brinckerhoff Contract No C12178 Amendment

Minute Action

AGENDA ITEM: 5

Date: *February 4, 2015*

Subject:

Southern California Regional Rail Authority Cooperative Agreement - Rail-Related Support Services

Recommendation:

The Board, acting as the San Bernardino County Transportation Commission, approve Cooperative Agreement No. 15-1001125 with the Southern California Regional Rail Authority to provide rail-related support services for rail corridor improvement projects within San Bernardino County, and authorize the Executive Director to execute the Cooperative Agreement and Work Orders issued under the Cooperative Agreement up to \$100,000 per Work Order.

Background:

Cooperative Agreement No. 15-1001125, between SANBAG and the Southern California Regional Rail Authority (SCRRA) will allow SANBAG to expedite the completion of projects along the railroad right-of-way in San Bernardino County on which SCRRA operates and maintains Metrolink commuter rail service. Currently, SANBAG must enter into specific agreements for flagging, inspections, design reviews, and general coordination of proposed projects in and around the railroad right-of-way. Execution of these agreements takes several months due to the SANBAG committee and board schedules. This Cooperative Agreement would allow for the execution of Work Orders, detailing scope, schedule, and budget of rail-related services to be provided by SCRRA, that have been approved by SANBAG's Executive Director and SCRRA's Chief Executive Officer. Allowing the executive management to approve these work orders will increase the efficiency of staff and allow projects along and in the railroad right-of-way to be implemented faster. It is important to note that this agreement will in no way affect SCRRA's Operating or Rehabilitation Budgets as the projects contemplated for execution under this agreement are projects undertaken by SANBAG.

With the exception of the Redlands Branchline, SCRRA is responsible for compliance with all federal and state regulations governing the SANBAG owned tracks on which SCRRA, Burlington Northern Santa Fe (BNSF), Union Pacific Railroad (UPRR), and Amtrak operate. Under the Joint Powers Agreement (JPA), which created SCRRA, authority has been granted to SCRRA to establish policies and rules governing the operations on the Metrolink system. Thus, there is an ongoing need for SCRRA to provide rail-related oversight, coordination, and safety protection services to support projects undertaken by SANBAG in and along the railroad right-of-way.

With the execution of this Cooperative Agreement, when SANBAG identifies a project that requires SCRRA rail-related support services, a scope of work, detailed cost estimate, and

Entity: CTC

schedule will be developed. Once SANBAG and SCRRA staff agree to these terms, a formal work order detailing this information will be executed by SANBAG's Executive Director and SCRRA's Chief Executive Officer. The Cooperative Agreement sets a not-to-exceed limit of \$100,000 for each work order. Final payments to SCRRA will be based on actual costs up to the initial amount detailed in the work order. Work orders will be utilized in the planning through construction phases of projects and will include, but not be limited to, the following scope:

- Field Services – flagging, inspections, and safety training;
- Engineering Services – design reviews, schedules, work plans, and constructability reviews;
- Railroad Coordination – establishing work windows and outages, coordination with other operating railroads;
- Operational Coordination – train controls, operations modeling, ridership projections, and Positive Train Control (PTC) configuration.

In summary, Cooperative Agreement No. 15-1001125 will be a useful tool, allowing SANBAG staff to expedite the completion of projects by allowing the use of work orders to task SCRRA staff with completing rail-related services in support of projects undertaken by SANBAG in and along the railroad right-of-way.

Financial Impact:

This item has no financial impact to the Fiscal Year 2014/2015 SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. This item and the agreement have been reviewed by SANBAG General Counsel.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
 Board of Directors
 Date: February 4, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. 15-1001125 Amendment No. _____

By and Between

SANBAG and Southern California Regional Rail Authority

Contract Description Support Activities for Rail Corridor Improvement Projects within San Bernardino County

Board of Director's Meeting Date: Jan. 7, 2015
Overview of BOD Action: Authorize the Executive Director to enter into a Coop Agreement with SCRRA to provide rail related support services.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$ 0.0	Original Contingency Amount	\$ 0.0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$
Current Amendment Amount	\$	Contingency Amendment	\$
TOTAL CONTRACT VALUE	\$	TOTAL CONTINGENCY VALUE	\$
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 0.0

Contract Start Date 1/7/15	Current Contract Expiration Date 12/31/19	Revised Contract Expiration Date
--------------------------------------	---	---

Has the contract term been a/mended? No Yes - please explain.

FINANCIAL INFORMATION

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

A Budget Amendment is required.

How are we funding current FY? N/A

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

N/A

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

<u>JUSTIN FORNELL</u> Project Manager (Print Name)	<u>[Signature]</u> Signature	<u>11/26/14</u> Date
<u>MITCH ALDERMAN</u> Task Manager (Print Name)	<u>[Signature]</u> Signature	<u>11/26/14</u> Date
<u>ANDREA ZURECK</u> Dir. of Fund Admin. & Programming (Print Name)	<u>[Signature]</u> Signature	<u>12-3-14</u> Date
<u>JEFFERY HILL</u> Contract Administrator (Print Name)	<u>[Signature]</u> Signature	<u>11/26/14</u> Date
<u>WILLIAM STAWORSKI</u> Chief Financial Officer (Print Name)	<u>[Signature]</u> Signature	<u>12/5/14</u> Date

COOPERATIVE AGREEMENT No. 15-1001125
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
SUPPORT ACTIVITIES
FOR
RAIL CORRIDOR IMPROVEMENT PROJECTS WITHIN SAN BERNARDINO COUNTY

This Cooperative Agreement (“AGREEMENT”) is effective this ____ day of _____ 2014, by and between the SAN BERNARDINO COUNTY ASSOCIATED GOVERNMENTS, 1170 W. 3rd Street, San Bernardino, CA 92410-1715 Y, acting in its capacity as the San Bernardino County Transportation Commission (hereinafter referred to as “SANBAG”), and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY, One Gateway Plaza, 12th Floor, Los Angeles, California 90012 (hereinafter referred to as “SCRRA”). Herein SANBAG and SCRRA are sometimes individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, SCRRA is a five-county joint exercise of powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the “METROLINK” commuter train system on railroad right-of-way owned by the agencies that are members of the Joint Exercise of Powers Agreement, and through other shared use and joint operation agreements. The Member Agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“MTA”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino Associated Governments (“SANBAG”), and Riverside County Transportation Commission (“RCTC”); and

WHEREAS, SANBAG is the County Transportation Commission for San Bernardino County organized and existing under the laws of the State of California pursuant to Section 130050 et seq. of the California Public Utilities Code. SANBAG is the owner of a portion of the property comprising the railroad right-of-way in San Bernardino County on which SCRRA operates Metrolink commuter rail service, and is a Member Agency signatory to the Joint Exercise of Powers Agreement; and

WHEREAS, SCRRRA (through the Joint Exercise of Powers Agreement), the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway, operate trains and rail equipment on portions of the right-of-way owned by SANBAG, in accordance with easements, Shared Use Agreements, and the “Intercity Agreement” between SCRRRA, the Member Agencies, and AMTRAK; and

WHEREAS, the tracks on which SCRRRA, the BNSF, and AMTRAK operate are part of the General System of Railroad Transportation, and SCRRRA is responsible for compliance with all federal and state regulations governing the General System of Railroad Transportation, and SCRRRA is granted the authority under the Joint Exercise of Powers Agreement to establish the policies and rules governing the operations on the Metrolink system; and

WHEREAS, design and construction for rail projects is generally the responsibility of SCRRRA under Section 130255 of the California Public Utilities Code and the Joint Exercise of Powers Agreement governing SCRRRA. However, an individual Member Agency may, under the provisions of the Joint Exercise of Powers Agreement, design and manage the construction of special projects wanted solely for the benefit of that Member Agency; and

WHEREAS, SANBAG desires to enhance rail service in San Bernardino County by advancing various rail corridor improvement projects; and

WHEREAS, in exercising its rights, duties, and obligations, pursuant to Section 130255 of the Public Utilities Code, the Joint Exercise of Powers Agreement, and in managing the railroad operating environment in accordance with Federal Railroad Administration’s Safety and Operating Rules there is a regular and on-going need for SCRRRA to provide railroad related design, construction, operation, and management services to support the special projects undertaken by SANBAG for which funding is not included in the SCRRRA Annual Operating Budget;

WHEREAS, SANBAG and SCRRRA desire to cooperate for the purpose of advancing the special projects desired by SANBAG. These special projects are hereinafter referred to individually as a “PROJECT” and collectively as the “PROJECTS.”

NOW, THEREFORE, it is mutually understood and agreed by SANBAG and SCRRRA as follows:

ARTICLE 1. DEFINITIONS

- A. "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRRA operated track(s), including the National Railroad Passenger Corporation (AMTRAK), and the BNSF Railway Company (BNSF).
- B. "Work Order" means the document similar in form to that in Exhibit B, signed by authorized representatives from both PARTIES, that SANBAG will issue upon agreement by the PARTIES describing the support services to be provided by SCRRRA for a PROJECT, along with associated budget and schedule, and that authorizes SCRRRA to perform work and to be reimbursed by SANBAG in accordance with the terms of this AGREEMENT.
- C. "Support Activities" means the railroad related engineering, design, and other services provided by SCRRRA necessary to advance the PROJECTS desired by SANBAG.

ARTICLE 2. SCOPE OF SERVICES

- A. SANBAG and SCRRRA agree that this AGREEMENT and the Work Orders executed hereunder will be utilized in the planning through construction phases of the PROJECTS.
- B. The typical Support Activities to be provided by SCRRRA are identified in Exhibit A. The list of typical Support Activities is not all-inclusive. Each Work Order will specify the Support Activities necessary to support a Project. It is understood that services will be defined in each Work Order and agreed to by the PARTIES.
- C. SCRRRA shall provide management oversight of the operating train control, signals, communications systems, and positive train control. SCRRRA shall manage and coordinate all PROJECTS with the Operating Railroads.

ARTICLE 3. DELEGATED AUTHORITY

The actions required to be taken by SCRRRA in the implementation of this AGREEMENT are delegated to its Chief Executive Officer or his or her designee, and the actions required to be taken by SANBAG in the implementation of this AGREEMENT are delegated to its Executive Director or his or her designee, subject to the limitations set forth in Article 7 "Maximum Obligation".

ARTICLE 4. OBLIGATIONS OF SANBAG

SANBAG agrees:

- A. To manage, administer, and schedule the development of the scope of work for the PROJECTS, excepting work performed by SCRRA in support of the PROJECTS;
- B. To provide Work Orders specifying the Support Activities to be provided by or through SCRRA for each PROJECT and authorizing SCRRA to incur cost under this AGREEMENT in support of each PROJECT in accordance with the limitations specified in the Work Order;
- C. To fully fund PROJECT Support Activities in accordance with the Work Order budget for each PROJECT in accordance with the cash flow plan provided as part of the Work Order and in accordance with the following provisions:
 - a. Payment made to SCRRA will be based on a cost estimate and schedule for each Work Order that shall be agreed upon by SANBAG and SCRRA within 10 working days after SCRRA receives the request from SANBAG. Upon execution of each Work Order, SANBAG shall advance sufficient funds, not to exceed \$50,000, to cover initiation of the work and amounts needed to forward fund SCRRA task orders, as agreed;
 - b. Final payments to SCRRA shall be based on the actual costs up to the not-to-exceed amount as detailed in the Work Order, for all work performed pursuant to the Work Order;
 - c. SANBAG shall review any PROJECT cost changes proposed by SCRRA within ten (10) business days and provide SCRRA with written approval, comments, and/or objections.
- D. To comply, and require its consultants to comply, with all adopted, published SCRRA standards, recommended practices, operating rules, and safety requirements, and to comply with all requirements of the SCRRA system configuration management program;
- E. To provide accurate draft prints of SCRRA track charts and composite maps (or other appropriate media) illustrating all proposed changes to SCRRA track alignments, details of construction, crossings, bridges, and other facilities in a form and frequency prescribed by SCRRA as agreed to in the Work Order;

- F. To provide SCRRA with reasonable periods of time to complete the work of SCRRA, and to provide detailed schedules of individual PROJECT design activities to SCRRA at regular intervals to permit SCRRA to efficiently coordinate its Support Activities with the work of SANBAG staff and consultants, and to incorporate appropriate durations for SCRRA Support Activities into the PROJECT schedules;
- G. To revise the plans, specifications, and estimates prepared by SANBAG to incorporate revisions in SCRRA standards or recommended practices adopted up to 120 calendar days prior to the scheduled date for advertising the PROJECT for bid, except that changes to standards necessary for operational safety or to comply with regulatory requirements will be adopted upon issuance;
- H. To coordinate the development of the PROJECT plans, specifications, and estimates with SCRRA and with the Support Activities provided by SCRRA, and the operations of SCRRA;
- I. To develop the plans, specifications, and estimates in a manner to separately designate work on operating tracks, and the associated train control and communication systems, such that a clear line of demarcation is indicated between work done by SANBAG's Contractor and work that SCRRA will retain responsibility for on the operating tracks, train control and communication systems;
- J. To provide SCRRA reasonable opportunity of not less than twenty (20) working days and not more than thirty (30) working days, at regular design submittal intervals, to review and comment upon any proposed design;
- K. To provide written responses to the comments and recommendations of SCRRA;
- L. To require its consultants to submit a Request for Special Consideration, in a form provided by SCRRA, to use a unique engineering design in lieu of the strict application of SCRRA standards;
- M. To obtain the concurrence of SCRRA on all matters affecting operations, access points, service levels, application of standards, operation policies, and any proposed construction phasing affecting operating tracks and systems;
- N. To notify SCRRA of any proposed PROJECTS sufficiently in advance of the start of any individual PROJECT to permit SCRRA to execute Work Orders, create the PROJECT within the SCRRA accounting system, and issue any required task orders in accordance with SCRRA standard procedures;

- O. To provide timely reviews and response to any request from SCRRA for a Work Order within fifteen (15) working days of receipt of an estimate from SCRRA in response to notification of any proposed PROJECT;
- P. To require its consultants to execute a right-of-entry agreement with SCRRA conforming to SCRRA Form 5 or SCRRA Form 6, as determined by SCRRA with concurrence from SANBAG, at the expense of SANBAG;
- Q. To require its consultants to furnish any required insurance at no expense to SCRRA; and
- R. To work cooperatively with SCRRA to plan and design PROJECTS so as to minimize adverse impacts to passenger service and on-time performance and to implement projects without any degradation to existing railroad infrastructure or limitations to future expansion.

ARTICLE 5. OBLIGATIONS OF SCRRA

SCRRA agrees:

- A. To provide timely requests, supported by an estimate of costs, for a Work Order upon notification by SANBAG of any proposed PROJECT;
- B. To designate a project manager or engineer, responsible for all day-to-day activities necessary to manage the Work Orders for PROJECTS on behalf of SCRRA, and to act as the point of contact between PARTIES;
- C. To provide Support Activities to SANBAG initiated PROJECTS in accordance with the scope of each Work Order in a timely and workmanlike manner, and in accordance with the standards, practices and guidelines of SCRRA;
- D. To provide the Support Activities within the budgeted amount shown in the Work Order;
- E. Upon ten (10) working days after execution of each Work Order and prior to commencement of Support Activities, to submit to SANBAG an invoice requesting the advance payment agreed upon in the Work Order, not to exceed \$50,000;
- F. To invoice SANBAG for the actual costs for all Support Services performed as specified in the Work Order up to the not-to-exceed amount;
- G. To not exceed the maximum amount of each Work Order without prior written approval from SANBAG;

- H. To manage, administer, and schedule the development of the plans, specifications and estimates for the Support Services and other activities provided by SCRRA;
- I. To coordinate the Support Services provided by SCRRA with SANBAG and their consultants and contractors;
- J. To monitor the activity on all PROJECT Work Orders to meet the schedule, quality and budget goals for each PROJECT, and to provide monthly progress reports using the SCRRA project reporting system supplemented with activity completion reports through standard scheduling software;
- K. To establish a unique project number for each Work Order and to submit a monthly project management summary providing updated schedule and budget information and quarterly a financial statement showing the budget versus actual expenditures for each Work Order;
- L. To manage and coordinate activities with the SCRRA Operating Department and other Operating Railroads, and to establish PROJECT work windows in advance of advertisement for bids, and to furnish specifications for coordination with the railroad for inclusion in Project Specifications;
- M. To be responsible for managing and enforcing all utility related agreements entered into between SCRRA and the utility companies related to the PROJECTS; and
- N. To return to SANBAG all unspent funds advanced to SCRRA for a specific Work Order within one hundred twenty (120) calendar days following completion of the Support Activities.

ARTICLE 6. MUTUAL OBLIGATIONS

- A. Both SANBAG and SCRRA agree that each will cooperate and coordinate with the other in all PROJECTS covered by this AGREEMENT and any other supplemental agreements that may be required to facilitate purposes hereof;
- B. The PARTIES agree that a separate construction and maintenance agreement may be executed subsequently by the PARTIES for the construction and maintenance phases of the PROJECTS prior to the start of construction;
- C. SANBAG and SCRRA agree to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECTS;

- D. SANBAG and SCRRA agree to work cooperatively to advance the PROJECTS within the estimated time and budget set forth in the Work Order, provided, however, that Federal Regulation and the General Orders of the California Public Utilities Commission take precedence;
- E. Neither party shall unreasonably withhold approval of any request or withhold submittal of any report nor other information required under this agreement;
- F. SANBAG and SCRRA agree that the scope of work requested by SANBAG for any PROJECT, and the estimates provided by SCRRA in support of a request for a Work Order, are forward looking and may be based on conceptual or other preliminary information. SANBAG and SCRRA agree that the work scope and associated estimates are subject to revision by SANBAG and SCRRA from time-to-time as a PROJECT develops. Any revisions to the estimated costs of a Work Order must be agreed to, in writing, by both PARTIES. SCRRA is not authorized to exceed the maximum not-to-exceed amount detailed in each Work Order without prior written approval from SANBAG. Final payments to SCRRA will be based on actual costs of services defined under a Work Order.

ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this AGREEMENT to the contrary, SANBAG and SCRRA agree that SANBAG's maximum payment obligation per Work Order hereunder (including SCRRA's direct and indirect costs) shall not exceed \$100,000 unless authorized by SANBAG's Board of Directors and agreed to in writing by both SANBAG and SCRRA.

ARTICLE 8. AUDIT AND INSPECTION

SANBAG or its designee, shall have the right to conduct audits of all SANBAG funded projects. SCRRA shall establish and maintain proper accounting procedures, appropriate internal controls, and complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, SCRRA shall permit the authorized representatives of SANBAG to inspect and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of four (4) years after final close out of each PROJECT. SANBAG shall also have the right to reproduce any such books, records and accounts. Contracts with SCRRA's contractors shall include the above provision with respect to audits. SCRRA shall reimburse SANBAG for any expenditure against a Work Order that is found not to be incurred in support of the agreed Work Order.

ARTICLE 9. INDEMNIFICATION

- A. SCRRA shall indemnify, defend and hold harmless SANBAG, its officers, directors, members, employees, and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SCRRA, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.
- B. SANBAG shall indemnify, defend and hold harmless SCRRA, its officers, directors, members, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by SANBAG, its officers, directors, employees or agents in connection with or arising out of the performance of this AGREEMENT.
- C. Each PARTY will require that at every stage of the cooperative endeavor, there is adequate and appropriate insurance coverage for the PARTY to meet its defense and indemnification obligations as set out herein. Each PARTY will require that its' consultants, contractors and subcontractors of any tier performing work pursuant to a Work Order issued under this AGREEMENT maintain appropriate and adequate commercial insurance, including without limitation, railroad protective liability coverage, where applicable or prudent, and to have the other PARTY and the Operating Railroads named as additional insureds on all such insurance coverage.
- D. The indemnification and defense obligations of this AGREEMENT shall survive its expiration or termination.

ARTICLE 10. ADDITIONAL PROVISIONS:

- A. This AGREEMENT shall continue in full force and effect through December 31, 2019, unless modified or terminated earlier by mutual written consent by both PARTIES. The term of this AGREEMENT may only be extended upon mutual written agreement by both PARTIES.

- I. If any term, provision, covenant or condition of this AGREEMENT is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term, provision, covenant or condition of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- J. This AGREEMENT may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.
- K. Either PARTY shall be excused from performing its obligations under this AGREEMENT during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; strikes, weather, acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.
- L. Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to give or withhold consent to such subsequent assignment.
- M. Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, of this Cooperative Agreement, or for any other purpose.
- N. This AGREEMENT shall be construed and interpreted under the laws of the State of California.
- O. Disputes must be resolved in accordance with the procedure set forth in the SCRRA Joint Exercise of Powers Agreement. Should litigation arise out of this AGREEMENT for the performance thereof, each PARTY shall be responsible for its own costs and expenses, including attorney's fees.

- P. This AGREEMENT, including any exhibits and documents incorporated herein and made applicable by reference, constitute the complete and exclusive statement of the terms and conditions of this AGREEMENT between SANBAG and SCRRA concerning SCRRA's participation in the PROJECTS.
- Q. Exhibit A (Support Activities) and Exhibit B (Sample Work Order) are attached to and incorporated into this AGREEMENT by this reference

This AGREEMENT shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed by their duly qualified and authorized officials.

SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Chief Executive Officer

By: _____
Dr. Raymond W. Wolfe
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Don O. Del Rio
General Counsel

By: _____
Robert D. Herrick
Asst. General Counsel

Exhibits:

- Exhibit A Support Activities
- Exhibit B Sample Work Order

Attachment: Rail Support Agreement - JRF revisions 141118rev (1578 : Metrolink MOU for Rail Related Support Services)

EXHIBIT A**Support Activities**

SCRRA will provide Support Activities per the terms of this Agreement and as specifically requested by an executed Work Order to advance the PROJECTS. PROJECTS are railroad infrastructure improvements within San Bernardino County to enhance rail service. PROJECTS are improvements related to railroad infrastructure including Metrolink operated tracks, highway-rail crossings, railroad signal system, communication facilities, positive train control system, stations, layover yards, or operations and maintenance facilities. The services requested by a Work Order may fall under, but are not limited to, one or more of the following types of Support Activities::

1. Field Services
 - a. Flagging
 - b. Inspection
 - c. SCRRA owned facility marking
 - d. Safety training
 - e. Review and approval of railroad right-of-entry permits
2. Engineering Services
 - a. Design reviews
 - b. Signal and communications designs
 - c. Preparation of engineering estimates
 - d. Preparation of schedules and work plans SCRRA Support Services
 - e. Participation in design development meetings
 - f. Review of Environmental Reports, Project Study Reports, and technical studies
 - g. Review of construction staging plans
 - h. Constructability Reviews
3. Railroad Coordination
 - a. Establishing work windows, work outages and Form Bs
 - b. Identification of railroad requirements
 - c. Identification of railroad conflicts
 - d. Participation in coordination meetings and resolution of issues

4. Operational Coordination
 - a. Signal and Communication Systems
 - b. Train Controls
 - c. Railroad Operations Modeling and ridership projections
 - d. Update PTC Configuration Management files, databases, and track charts
5. Other services as mutually agreed

Each Work Order shall have the following attached:

1. Detailed Scope of Work
2. Project Schedule
3. Projected Cash flow for SCRRA efforts

**EXHIBIT B
SAMPLE WORK ORDER**

WORK ORDER NO. [X]

DATE: [xx/xx/xx]

PROJECT NAME: [NAME]

LOCATION: [RAILROAD SUBDIVISION – MPXX to MPXX or Grade Crossing Name]

PROJECT DESCRIPTION: [Brief project description of one to two sentences.]

SCRRRA SCOPE OF WORK: [Specific items requested of SCRRRA, based on Scope of Work items listed in Exhibit A]

Reference Documents:

Designated Project Manager:

Estimated Start Date:

Estimated Duration: [months or years]

Cost Estimate:

Cash Flow Plan: [\$XXX.XX upfront deposit followed by payment of monthly invoices.]

SANBAG SIGN-OFF:

Raymond Wolfe
Executive Director

Date

SCRRRA SIGN-OFF:

Chief Executive Officer

Date

Attachment: Rail Support Agreement - JRF revisions 141118rev (1578 : Metrolink MOU for Rail Related Support Services)

Minute Action

AGENDA ITEM: 6

Date: *February 4, 2015*

Subject:

City of Fontana Cooperative Agreement - Sierra Avenue & Juniper Avenue At-Grade Crossing Improvements

Recommendation:

That the Board authorize the Executive Director to enter into Cooperative Agreement No. 15-1001097 with the City of Fontana for the preparation of plans, specifications, and estimate (PS&E) and completion of construction improvements for the Sierra Avenue and Juniper Avenue at-grade crossings on the San Gabriel Railroad Subdivision.

Background:

This agreement defines the roles and responsibilities between SANBAG and the City of Fontana for the preparation of plans, specifications, engineering estimate, and construction of improvements at the Sierra Avenue and Juniper Avenue at-grade crossings in the City of Fontana along the San Gabriel Railroad Subdivision, which carries the Metrolink San Bernardino Line. The City is the project originator and owner and has requested that SANBAG be the lead for the design, construction, and coordination with the Southern California Regional Rail Authority (SCRRA), which operates Metrolink.

The City of Fontana has identified these two crossings as needing pedestrian improvements, as sidewalks along both Sierra and Juniper Avenues terminate at the at-grade crossings. This project is located in the heart of downtown Fontana, in a bustling, growing area of the City where foot and bicycle traffic is common. These crossings also book-end the Fontana Metrolink Station and the Omnitrans Transfer Center and improvements will help provide a safe pedestrian route to these transit connection points.

This project proposes to construct six foot wide sidewalks, curb and gutter on both sides of Sierra and Juniper Avenues through the at-grade crossings, widen Sierra Avenue within the existing SANBAG railroad right-of-way, install pedestrian crossing gates/arms, swing gates, and channelization at each crossing, and install Class III bike lane signage.

In December 2011, as part of the FY 2010-2011 Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Facilities Call for Projects, SANBAG awarded the City \$750,000 in TDA Funds, with a local match of \$250,000 from City funds for a total project cost of \$1 million, for the pedestrian improvements at the Sierra Avenue at-grade crossing. In July 2013, as part of the FY 2013-2014 TDA Article 3 Bicycle and Pedestrian Facilities Call for Projects, SANBAG awarded the City \$750,000 in TDA Funds, with a local match of \$250,000 from City funds, for a total cost of \$1 million for improvements at the Juniper Avenue at-grade crossing.

Due to City staff limitations and inexperience working on railroad related projects, the City has requested that SANBAG complete the implementation of the two projects, including project

Entity: CTC

Board of Directors Agenda Item

February 4, 2015

Page 2

management services; engineering, design, and construction services; procurement; management of a contractor; and coordination with SCRRA. The current project estimate to complete the pedestrian improvements at Sierra Avenue and Juniper Avenue is \$1,043,835 and \$1,052,078 respectively. In addition to spelling out the roles and responsibilities, this agreement will authorize the transfer to SANBAG of the TDA Article 3 allocations in order to allow SANBAG to seek reimbursement as the administrator of the project. The City has also agreed to reimburse SANBAG for 25% of the project costs up to a total of \$250,000 for each crossing using local City funds per the requirements of the TDA Article 3 allocations. The City will also be responsible to reimburse SANBAG for any costs to complete improvements that exceed \$1 million for each crossing.

Financial Impact:

No financial impact at this time. All project expenses will be reimbursed by the City of Fontana.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. SANBAG General Counsel has reviewed this item.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. C 15-1001097 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and City of Fontana

Contract Description Completion of improvements at Sierra Ave. and Juniper Ave. at-grade crossings

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: Enter into an agreement with the City of Fontana for the preparation of **PS&E** and completion of construction for pedestrian improvements to the Sierra Ave. and Juniper Ave. at-grade crossings on the San Gabriel Subdivision.
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	595,913	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$		Contingency Amendment
TOTAL CONTRACT VALUE	\$	595,913	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 595,913

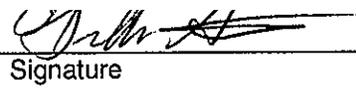
Contract Start Date 2/4/15	Current Contract Expiration Date 12/31/16	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0325</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? LTF Article 3 and City reimbursement	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds <input checked="" type="checkbox"/> Local Funds <input checked="" type="checkbox"/> TDA Funds <input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: A funding swap occurred at Board on Jan. 7, 2015. LTF Article B and City reimbursement.	
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	

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

<u>JUSTIN FORNELLI</u>			12/18/14
Project Manager (Print Name)	Signature	Date	
<u>Mitchell Alderman</u>		12/19/14	
Task Manager (Print Name)	Signature	Date	
<u>Andrea Zureick</u>		1/6/15	
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date	
<u>Jeffery Hill</u>		1/21/15	
Contract Administrator (Print Name)	Signature	Date	

W. STAWARSKI
Chief Financial Officer (Print Name)


Signature

1/22/11
Date

6.a

Attachment: CSS for C15-1001097 (1577 : Fontana - Sierra & Juniper Grade Crossing Enhancements)

COOPERATIVE AGREEMENT NO. 15-1001097

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

THE CITY OF FONTANA

FOR THE

PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) AND
COMPLETION OF CONSTRUCTION IMPROVEMENTS
FOR THE SIERRA AVENUE and JUNIPER AVENUE at METROLINK AT-GRADE
CROSSING IMPROVEMENT PROJECT

This Cooperative Agreement (“AGREEMENT”) is made and entered into on the _____ day of _____ 2015, by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, hereinafter referred to as “SANBAG” and the City of Fontana, hereinafter referred to as “CITY”, and sometimes individually or collectively hereinafter referred to as “PARTY” or “PARTIES”. This agreement defines the roles and responsibilities of SANBAG and CITY for the preparation of Plans, Specifications, and Estimate, hereinafter referred to as “PS&E” and construction improvements of the SIERRA AVENUE and JUNIPER AVENUE AT-GRADE CROSSING IMPROVEMENT PROJECT in the City of Fontana, hereinafter referred to as the “PROJECT”.

RECITALS

WHEREAS, the PROJECT proposes to construct six foot wide sidewalk, curb and gutter on both sides of the Sierra Avenue and Juniper Avenue at-grade crossings, widen Sierra Avenue within existing SANBAG right-of-way, install pedestrian crossing gates/arms, swing gates, and channelization at each crossing that meet the Southern California Regional Rail Authority (SCRRA) Highway-Rail Grade Crossings Recommended Design Practices and Standards Manual and adhere to California Public Utility Commission requirements, and install Class III bike lane signage; and

WHEREAS, the CITY is the PROJECT owner, SANBAG is the owner of the railroad right-of-way, and SCRRA is the operator and maintainer of the railroad and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements; and

WHEREAS in December 2011 SANBAG awarded the CITY \$750,000 in Transportation Development Act Article 3 Funds, with a local match of \$250,000 from CITY funds, for a total cost of \$1 million for improvements at the Sierra Ave at Metrolink at-grade crossing; and

WHEREAS in July 2013 SANBAG awarded the CITY \$750,000 in Transportation Development Act Article 3 Funds, with a local match of \$250,000 from CITY funds, for a total cost of \$1 million for improvements at the Juniper Ave at Metrolink at-grade crossing; and

WHEREAS, the CITY has requested SANBAG complete the implementation of the PROJECT, including project management services, engineering design and construction

services, procurement and management of a contractor, and coordination with Southern California Regional Rail Authority; and,

WHEREAS, SANBAG and CITY desire to cooperate in the PROJECT; and

WHEREAS the CITY is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT.

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

SECTION I

SANBAG RESPONSIBILITIES:

1. SANBAG shall render project management services and provide engineering support services utilizing SANBAG's available staff which will be supplemented with on-call consultants that are specifically tasked for completing the PROJECT.
2. SANBAG will procure the necessary professional services to establish a project team to supplement the team as warranted for the PROJECT.
3. SANBAG shall execute appropriate agreements with SCRRA to facilitate and coordinate the completion of the PROJECT.
4. SANBAG shall procure and manage a qualified contractor to complete the construction of the PROJECT improvements.
5. SANBAG shall designate a Project Manager to represent SANBAG through whom all communications between the PARTIES shall be channeled.
6. SANBAG, prior to commencing work on PROJECT, shall provide the CITY with a proposed project schedule to complete the PROJECT.
7. SANBAG shall coordinate and conduct project development team meetings on a monthly basis to provide the CITY with a PROJECT update that includes schedule updates, PROJECT cost updates, scope updates, status of action items, and status of issues/concerns.
8. SANBAG agrees to have the PS&E documents and drawings of civil, structural, electrical, architectural, or other engineering features of PROJECT prepared by or under the direction of engineers or architects registered and licensed in the applicable professional field in the State of California. Any engineering reports, and each sheet of plans and specifications for PROJECT shall bear the professional seal, certificate number, registration classification, expiration date certificate, and signature of the professional engineer responsible for their preparation.
9. The PS&E and construction of the PROJECT shall be performed in accordance with SCRRA and CITY standards and practices. The construction bid package will be based on the following standards but not be limited to:
 - a. Standard Specifications for Public Works Construction (Greenbook)

- b. Standard Plans for Public Works Construction
 - c. City Standard Specifications
 - d. SCRRRA Standard Plans
 - e. City Standard Plans
 - f. AASHTO Geometric Design of Highways and Streets and other AASHTO Standards
 - g. BNSF/UP RailRoad Standard Plans and Specifications
 - h. Other applicable standard plans and specifications
10. All work performed by SANBAG or performed on SANBAG's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that apply to the CITY.
 11. SANBAG shall make all PROJECT work performed by SANBAG available for review and comment by the CITY and SANBAG and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
 12. SANBAG and its consultants and contractors shall apply for encroachment permits authorizing entry of SANBAG and its consultants onto CITY right of way to perform design and construction activities, including surveying and geotechnical borings, required by the PROJECT.
 13. SANBAG agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
 14. SANBAG agrees to identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.

SECTION II

CITY RESPONSIBILITIES:

1. CITY shall designate a Project Manager to represent CITY through whom all communications between the PARTIES shall be channeled.
2. As the CEQA Lead Agency for the PROJECT, CITY shall comply with all requirements of CEQA, and complete and file all environmental documentation required to proceed with the PROJECT.
3. CITY's Project Manager shall be responsible for distributing PROJECT submittals for review and comment to the CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning
4. CITY shall review and comment on all PROJECT work performed by SANBAG. CITY's Project Manager shall transmit all review comments to SANBAG within 20

- working days after the submittal is received by the CITY. If comments are not provided by the 20th working day, SANBAG will deem the submittals approved by CITY and shall notify the CITY of its intention to move forward with PROJECT execution. The CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT related submittals requiring CITY review and comment. SANBAG and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
5. CITY agrees its Project Manager shall be responsible for preparing CITY staff reports for city council consideration and SANBAG agrees to provide supporting documentation for the staff reports.
 6. Under CEQA, the CITY, as the Lead Agency, is the decision-making body and shall make a CEQA Determination on the PROJECT and file the necessary environmental document with the county clerk and complete all public notifications and hearings.
 7. CITY agrees to be the lead agency for addressing legal challenges to the environmental document.
 8. CITY agrees to exempt SANBAG from plan check fees for submittal reviews.
 9. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative and construction activities required by the PROJECT.
 10. CITY agrees to provide at no cost to SANBAG existing improvement plans, and standard plans and specifications.
 11. CITY agrees to provide SANBAG copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
 12. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
 13. CITY agrees to enter into new license agreements for the Sierra Avenue and Juniper Avenue at-grade crossings, detailing the improvements associated with this PROJECT and the roles and responsibilities pertaining to ongoing maintenance of the crossings.

SECTION IIIIT IS MUTUALLY AGREED:

1. The total estimated cost for SANBAG's Project Management/Administration, PS&E, Construction, Construction Management, SCRRA Administration and flagging is estimated at; one million forty three thousand eight hundred thirty five dollars (\$1,043,835) for Sierra Avenue as detailed in Attachment A and one million fifty two thousand seventy eight dollars (\$1,052,078) for Juniper Avenue as detailed in Attachment B.
2. SANBAG will track expenses for each crossing individually to ensure Transportation Development Act (TDA) Article 3 requirements are met and reimbursements for each crossing are realized.
3. The CITY authorizes the transfer to SANBAG of TDA Article 3 Allocation Number S-1212-025 in an amount of \$750,000 for Sierra Avenue At-Grade Crossing Improvements and TDA Article 3 Allocation Number S-1407-07 in an amount of \$750,000 for Juniper Avenue At-grade Crossing Improvements in order to allow SANBAG to seek reimbursement as the administrator of the PROJECT.
4. CITY agrees to reimburse SANBAG for 25% of PROJECT costs up to a total of \$250,000 for each crossing using local CITY funds per the CITY's TDA Article 3 Allocations.
5. CITY is responsible to reimburse SANBAG for any costs to complete improvements at the Sierra Avenue portion of the PROJECT that exceed \$1 million and for any costs to complete improvements at the Juniper Avenue portion of the PROJECT that exceed \$1 million.
6. SANBAG will request CITY approval prior to executing a construction contract if PROJECT expenses are estimated to exceed the total estimated costs set forth in paragraph 1 above of this Section III and further delineated on Attachments A & B, for either crossing based on construction bids received.
7. CITY agrees SANBAG is completing project management, engineering design, construction management, procurement and oversight of a construction contractor, and coordination with SCRRA for railroad flagging and railroad operational configuration to complete the PROJECT. Estimated costs to complete these tasks are included as Attachment A and Attachment B to this agreement. SANBAG will complete these tasks using SANBAG staff or contracted services.
8. CITY and SANBAG agree the cost estimates included in Attachment A and Attachment B are "estimates" and are subject to change, and as a result, PARTIES agree that the stipulated costs are "estimates" to be used for budgetary and planning purposes and it is understood that there is a potential for cost increases or decreases. The City agrees to reimburse SANBAG for all costs in accordance with the AGREEMENT.

9. The cost estimates set forth in paragraph 1 above and Attachments A and B and agreed to by SANBAG and the CITY is a not to exceed obligation and neither SANBAG nor the CITY may exceed this obligation unless both PARTIES obtain the necessary budget amendment authorization from their respective governing bodies.
10. SANBAG shall invoice the CITY on a monthly basis for reimbursement on PROJECT expenditures and costs.
11. CITY agrees to pay SANBAG's invoice within 30 days of receipt of invoice.
12. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SANBAG under or in connection with any work, SANBAG or jurisdiction delegated to SANBAG under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents 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 SANBAG under or in connection with any obligation, work, authority or jurisdiction delegated to SANBAG under this AGREEMENT.
13. Neither SANBAG nor any officer, director, member, employee or agent 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, SANBAG 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 SANBAG its officers, directors, members, employees or agents 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 obligation work, authority or jurisdiction delegated to CITY under this AGREEMENT.
14. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2016, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
15. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
16. SANBAG is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation

- insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
17. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
 18. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
 19. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of; (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.
 20. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
 21. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by both PARTIES.
 22. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 8 and 9 of this Section.
 23. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
 24. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
 25. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to CITY: City of Fontana
 8353 Sierra Avenue
 Fontana, CA 92335
 Attention: Noel Castillo
 Engineering Manager

If to SANBAG: San Bernardino Associated Governments
 1170 West 3rd Street, 2nd Floor
 San Bernardino, CA 92410
 Attention: Justin Fornelli, PE
 Chief of Transit & Rail Programs

26. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

27. Attachment A is attached to and incorporated into this AGREEMENT.

SIGNATURES ON THE FOLLOWING PAGE:

Attachment: 15-1001097 Fontana - Sierra - Juniper DRAFT Coop 141118 (1577 : Fontana - Sierra & Juniper Grade Crossing Enhancements)

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be entered into as of the date set forth above.

CITY OF FONTANA

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Kenneth R. Hunt
City Manager

By: _____
Raymond W. Wolfe
Executive Director

Date: _____

Date: _____

Attest: _____
Tonia Lewis, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Best Best & Krieger LLP
City Attorney

By: _____
Robert D. Herrick
Asst. General Counsel

By: _____
Debbie M. Brazill
Deputy City Manager
Development Services Organization

By: _____
Ricardo Sandoval
Director of Engineering/City
Engineer

By: _____
Annette Henckel, Director of Human
Resources and Risk Management

IN COMPLIANCE WITH CITY PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

By: _____
Lisa Strong
Management Services Director

By: _____
Purchasing

Minute Action

AGENDA ITEM: 7

Date: *February 4, 2015*

Subject:

Memorandum of Understanding No. 15-1001047 with the City of Redlands and Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the advancement of the Redlands Passenger Rail Project

Recommendation:

The Board, acting as the San Bernardino County Transportation Commission, authorize the Executive Director to execute the following:

- A. Memorandum of Understanding No. 15-1001047 with the City of Redlands for the implementation of the Redlands Passenger Rail Project.
- B. Memorandum of Understanding No. 15-1001182 with the City of San Bernardino for the implementation of the Redlands Passenger Rail Project.

Background:

The Redlands Passenger Rail Project (RPRP) will provide commuter rail service between the Cities of San Bernardino and Redlands. The nine-mile reconstruction of the existing Redlands Rail Branchline will include the entire replacement of track and bridges, communications and signals, improvements to 27 grade crossings with some potentially being closed, quiet zones, four new stations, reconfiguration of a maintenance facility, and acquisition of commuter vehicles and an operator. A Record of Decision (ROD) from the Federal Transit Administration (FTA) is anticipated in early 2015. The issuance of a ROD is the formal federal approval of the RPRP Environmental Impact Statement (EIS) and allows SANBAG to begin final design and to proceed with construction of the project. These Memorandums of Understanding between SANBAG and the Cities of Redlands and San Bernardino are being executed as a requirement of the EIS and to define general roles and responsibilities during the design, construction, and operation of the project.

One of the main environmental impacts identified in the EIS is the potential for noise generated by train horns at the highway-rail at-grade crossings throughout the project. The preferred mitigation measure for this noise generation, as listed in the EIS, is the implementation of Quiet Zones at the crossings. At a Quiet Zone, the railroad has been directed to cease the routine sounding of horns when approaching highway-rail at-grade crossing, however in emergencies the train horn can still be used at the discretion of the operating engineer. Quiet Zones are implemented by constructing specific safety enhancements at the crossings and must be applied for by the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing. In the case of RPRP, the responsible public authorities for law enforcement at the highway-rail at-grade crossings are the Cities of San Bernardino and Redlands.

Entity: CTC

Board of Directors Agenda Item

February 4, 2015

Page 2

As part of the RPRP, the necessary safety enhancements at each highway-rail at-grade crossing will be constructed for the crossing to be Quiet Zone ready. In order to actually implement the Quiet Zone, each city will need to file the appropriate paperwork with the Federal Railroad Administration. Since the EIS lists Quiet Zones as a mitigation measure, which can only be implemented by each city, executed MOUs with the Cities of Redlands and San Bernardino, memorializing each city's intention to implement Quiet Zones, is needed before the FTA will issue the ROD.

If Quiet Zones are not implemented, the EIS calls for a secondary mitigation measure of constructing sound walls at strategic areas throughout the project to mitigate the noise generated by train horns. The inclusion of sound walls with the project will increase costs and create unsightly visual barriers throughout the communities along the Redlands Rail Branchline.

This MOU also discusses the roles and responsibilities between SANBAG and the cities, providing a frame work for staff to use to help process design reviews, utility relocations, and discussions regarding betterments that each city might request during the crossing.

SANBAG staff is requesting a recommendation to the Board of authorizing the Executive Director to enter into Contract No. 15-1001047, Memorandum of Understanding with the City of Redlands and Contract No. 15-1001182, Memorandum of Understanding with the City of San Bernardino for the implementation of RPRP.

Financial Impact:

This item has no financial impact to the Fiscal Year 2014/2015 SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. SANBAG General Counsel has reviewed this item and the Memorandums of Understanding.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. 15-1001047 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and City of Redlands and City of San Bernardino

Contract Description MOU for RPRP – Quiet Zone implementation and general coordination

Board of Director's Meeting Date: 1/7/15
Overview of BOD Action: That the Board authorize the Executive Director execute a MOU with the City of Redlands and the City of San Bernardino for the implementation of RPRP.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	0.0	Original Contingency Amount	\$	0.0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$		TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 0.0

Contract Start Date 1/15/15	Current Contract Expiration Date 12/31/20	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

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

A Budget Amendment is required.

How are we funding current FY? N/A

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

JUSTIN FORNEZZI
 Project Manager (Print Name)

Mitch Alderman
 Task Manager (Print Name)

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

Jeffery Hill
 Contract Administrator (Print Name)

William Sawarske
 Chief Financial Officer (Print Name)

[Signature] 11/20/14
 Signature Date

[Signature] 11/21/14
 Signature Date

[Signature] 11/21/14
 Signature Date

[Signature] 11/21/14
 Signature Date

[Signature] 11/25/14
 Signature Date

CONTRACT NO. 15-1001047

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,

AND THE CITY OF REDLANDS,

FOR THE REDLANDS PASSENGER RAIL PROJECT

This Memorandum of Understanding (“MOU”) is made and entered into by and between the San Bernardino County Transportation Commission (“SANBAG”), the City of Redlands (“CITY”). (SANBAG and CITY are each a “Party” and collectively “Parties”). The Effective Date of this AGREEMENT shall be the date upon which SANBAG executes this AGREEMENT.

RECITALS

WHEREAS, SANBAG owns and is responsible for the maintenance on the Redlands Subdivision railroad right-of-way between San Bernardino and Redlands (“ROW”); and

WHEREAS, a portion of the ROW is presently being used for operation of freight trains by the Burlington Northern Santa Fe Railway Company (“BNSF”); and

WHEREAS, SANBAG desires to implement the Redlands Passenger Rail Project (“PROJECT”) within and along the ROW; and

WHEREAS, the PROJECT includes improvements located within the ROW (“IMPROVEMENTS”) and ancillary facilities such as stations and parking facilities located on property adjoining the ROW (“FACILITIES”); and

WHEREAS, the implementation and operation of the PROJECT is governed by United States Code, Title 49 – TRANSPORTATION SUBTITLE IV – INTERSTATE TRANSPORTATION, PART A – RAIL, CHAPTER 105 – JURISDICTION, Section 10501 – General jurisdiction; and

WHEREAS, the PROJECT is included in the approved SANBAG Measure I 2010-2040 Ten-Year Delivery Plan and the Southern California Association of Governments’ Regional Transportation Plan and is eligible to receive funds from the Measure I 2010-2040 San Bernardino Valley Metrolink/Passenger Rail Program; and

WHEREAS, SANBAG and City of Redlands have entered into an agreement, SANBAG Contract No. 97-026, regarding parking related to the PROJECT at certain stations in the City of Redlands; and

WHEREAS, SANBAG is completing an Environmental Impact Study and Environmental Impact Report (“EIS/EIR”) identifying potential impacts of the PROJECT and associated mitigation measures per federal and state guidelines and plans to certify the project and move towards construction and implementation; and

WHEREAS, the implementation of Quiet Zones at specific highway-rail at-grade crossings is listed as one of the preferred mitigation measures in the EIS/EIR; and

WHEREAS, per Code of Federal Regulations, TITLE 49 - TRANSPORTATION SUBTITLE B CHAPTER II PART 222, only the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing can implement a Quiet Zone; and

WHEREAS, SANBAG and CITY recognize that coordination of PROJECT utility relocations with CITY is mutually beneficial to both SANBAG and CITY and wish to minimize cost and schedule disruptions of utility relocations; and

WHEREAS, SANBAG has need of and desires to reach an understanding with the CITY in carrying out SANBAG’s responsibilities for design, construction, and operation of the PROJECT, specifically to define the scope of CITY’S involvement in the review and approval of design drawings, to establish defined review period time frames, and to acknowledge other necessary steps SANBAG and CITY must follow; and

NOW, THEREFORE, the Parties agree to the following:

RESPONSIBILITIES:

1. The Parties agree that the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this Agreement and are incorporated herein by this reference.
2. The PROJECT as described and depicted on Exhibits A and B attached hereto and incorporated herein is located in the Cities of San Bernardino and Redlands.
3. CITY and SANBAG will meet and confer to establish SANBAG’s responsibilities for construction and operation of the PROJECT, specifically to define specified time frames for review and approval of design drawings, permits, and to acknowledge other necessary steps SANBAG and CITY must follow for approval of PROJECT FACILITIES and improvements.
4. CITY and SANBAG will identify one or more contact individuals for all PROJECT related matters.

5. SANBAG agrees to design, construct, and maintain at-grade crossing improvements along the PROJECT corridor to be Quiet Zone capable and to prepare all required applications and technical studies needed to implement Quiet Zones along the entire PROJECT corridor.
6. CITY agrees to attend site diagnostic meetings, execute concurrence documents in compliance with CPUC General Order 75 and 88, and file all federally required documentation when construction of all PROJECT grade crossings is substantially complete in order to implement Quiet Zones within its jurisdiction at all crossings included within the scope of the PROJECT.
7. CITY agrees to prepare and process a General Plan Change or similar land use guidance document and discretionary actions as may be required for the closure of crossings as determined by SANBAG, CITY, and the CPUC; and implement parking prohibitions adjacent to all crossings as may be required by the CPUC.
8. CITY and SANBAG will identify and plan for utility relocations and modifications, including streets in a coordinated manner. Specific agreements will be outlined as to which utilities need to be relocated, when they will be relocated, and who will perform the work. CITY and SANBAG recognize the need to perform this work in a timely and cost effective manner.
9. CITY agrees it will invoke its franchise/utility agreements and have its rights under those agreements imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's intent to exercise its rights and request the relocation of utilities pursuant to the franchise/utility agreements.
10. When possible, CITY and SANBAG will coordinate PROJECT construction schedules with CITY project construction and CITY construction schedules, particularly with respect to utility relocations.
11. SANBAG will provide a mechanism to incorporate such PROJECT "Betterments" as may be requested by the CITY. Betterments are defined as facilities which are not required for the PROJECT or required by city zoning or building regulations and are enhancements to the PROJECT. Cost sharing will be negotiated in good faith on a case-by-case basis.
12. CITY will collaborate with SANBAG to acquire or vacate necessary right-of-way to complete the implementation of the PROJECT based on the PROJECT implementation schedule to be provided by SANBAG.
13. CITY shall execute new grade crossing and utility license agreements, drafted by SANBAG, for each new and existing CITY owned utility, including streets that cross SANBAG's Redlands Branch Corridor right-of-way.

14. CITY will contribute in-kind services to the PROJECT providing at their own costs, but not limited to, all plan reviews, processing, construction permits, and construction inspections.
15. Dispute Resolution. This agreement shall be interpreted in accordance with the laws of the State of California except those issues regulated by the Code of Federal Regulations. Any dispute between the parties shall be resolved as follows:
 - a. The individuals identified in Paragraph 3 hereof shall meet and confer in good faith to resolve the dispute.
 - b. If unresolved the dispute shall be referred to the City Manager of CITY and SANBAG's Executive Director who shall meet and confer in good faith to resolve the dispute. In the event the dispute is still not resolved the dispute shall be referred to the governing bodies of the CITY and SANBAG who shall arrange to meet and confer through committees, representatives, or delegates to resolve the dispute. The decisions of the governing bodies shall be final. The CITY and SANBAG reserve all rights, following completion of the above described process, to seek appropriate relief or remedy.
16. Following completion of the PROJECT, CITY and SANBAG will continue to meet and confer on the common interests of both with respect to the safe operation and maintenance of the passenger rail system and CITY facilities including potential effects on traffic within the project limits in CITY.
17. No Party nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under this AGREEMENT. It is understood and agreed that each Party shall fully defend, indemnify and save harmless each other Party, its officers, directors, members, employees, contractors or agents from all claims, liabilities, suits or actions of every name, kind and description brought for or on account of any injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority, action or inaction undertaken under this AGREEMENT by the indemnifying party.
18. This AGREEMENT shall continue in full force and effect through December 31, 2020.
19. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of their respective Parties and that by so executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.
20. Except on subjects preempted by federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All Parties

agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.

21. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
22. This AGREEMENT can be amended with a written amendment when duly authorized and executed by both Parties.
23. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
24. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
25. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
26. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to SANBAG:

Raymond Wolfe, Executive Director
1170 West 3rd Street, Second Floor
San Bernardino, CA 92410-1715
(909) 884-8276

If to City of Redlands:

N. Enrique Martinez, City Manager
35 Cajon Street, Suite 200
P.O. Box 3005
Redlands, CA 92373
(909) 798-7510

26. Exhibit A (Project Description) and Exhibit B (Project Location Map) is attached to and incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

CITY OF REDLANDS

By: _____
Raymond Wolfe
SANBAG Executive Director

By: _____
Paul Foster, Mayor
City of Redlands

Date: _____

Date: _____

Attest:

By: _____
Sam Irwin, City Clerk

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. SANBAG General Counsel

By: _____
Dan McHugh
City Attorney

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING NO. 15-1001047**EXHIBIT A - Project Overview**

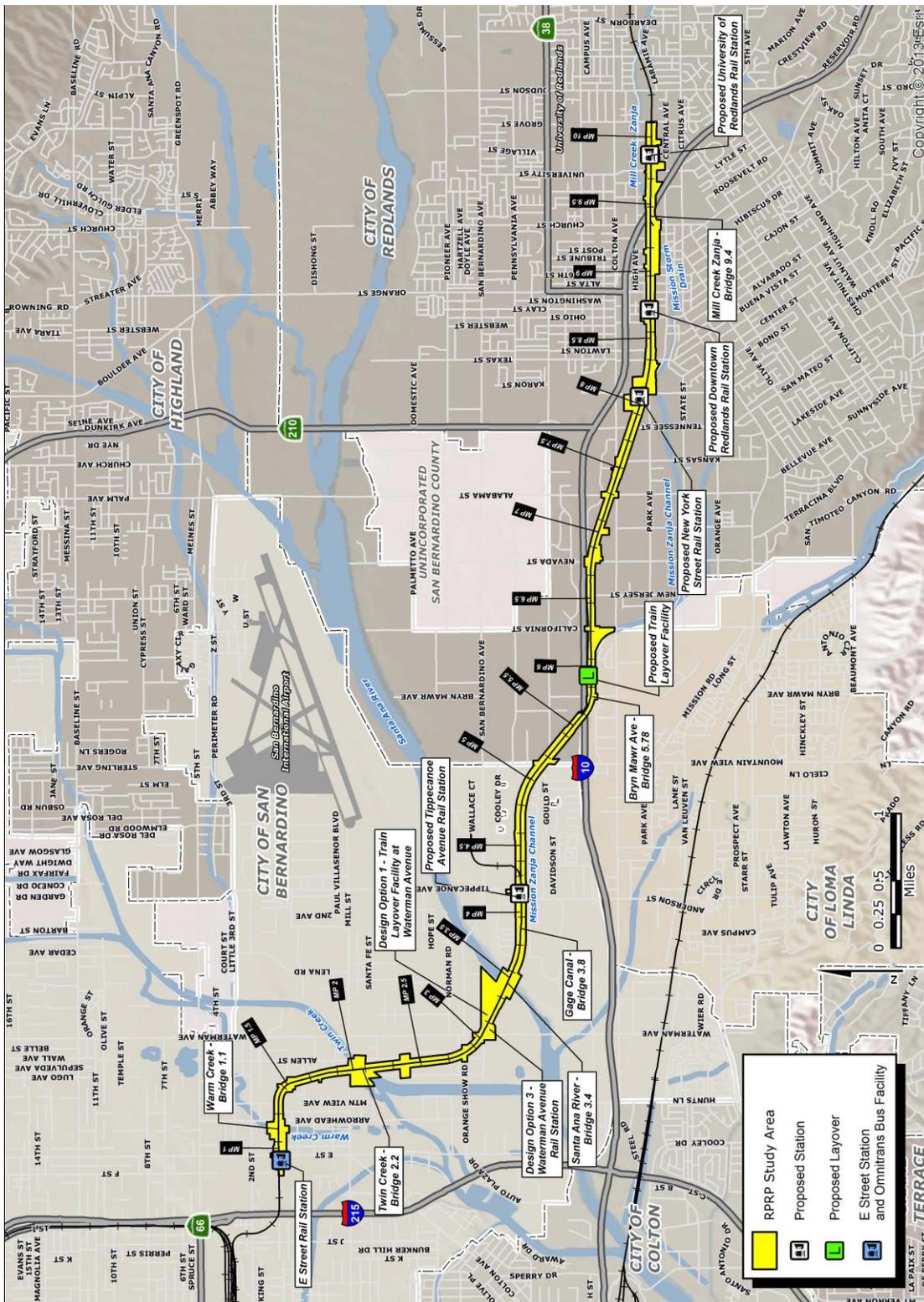
The Redlands Passenger Rail Project (RPRP) encompasses an approximately nine-mile corridor extending east from the City of San Bernardino to the City of Redlands. The project extends along an existing railroad right-of-way owned by SANBAG and commonly referred to as the Redlands Branch or Subdivision.

The project proposes the operation of passenger rail service between E Street in the City of San Bernardino and the University of Redlands, in the City of Redlands. Passenger rail service will be facilitated by up to five station stops. Up to four new station stops will be constructed in conjunction with RPRP. These include possibly one station located at either Tippecanoe Avenue or Waterman Avenue within the City of San Bernardino and New York Street, Orange Street, and University Street within the City of Redlands. The fifth station is being constructed at E Street in San Bernardino as part of the Downtown San Bernardino Passenger Rail Project. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, potential construction of a new train layover facility, and auxiliary improvements such as at-grade highway crossing and safety enhancements, new parking facilities, and improvements to pedestrian access.

The project is currently considering three vehicle options for operations: two (2) types of diesel-powered locomotives and one (1) type diesel multiple units (DMU). The final vehicle type selected will meet Tier 4 emission requirements. Frequency of these vehicles would be 30 minute headways during AM and PM peak travel times and hour headways during off-peak times traveling between the E Street and University of Redlands Stations. Functionality will be built into the system to allow for Metrolink a limited number of trains.

MEMORANDUM OF UNDERSTANDING NO. 15-1001047

EXHIBIT B - Project Area



Attachment: C15-1001047 - CoR QZ-Coordination MOU 141217 [Revision 1] (1576 : RPRP MOUs with Cities of Redlands and San Bernardino)



CONTRACT SUMMARY SHEET

Contract No. C 15-1001182 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and City of San Bernardino

Contract Description MOU for RPRP – Quiet Zone implementation and general coordination

Board of Director's Meeting Date: 2/4/15	
Overview of BOD Action: That the Board authorize the Executive Director execute a MOU with the City of San Bernardino for the implementation of RPRP.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Contract Start Date 2/5/15	Current Contract Expiration Date 12/31/20	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. _____.				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? N/A				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: N/A				
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

<u>JUSTIN FORNELLI</u>		1/28/15
Project Manager (Print Name)	Signature	Date
<u>MITCH ALDERMAN</u>		1/29/15
Task Manager (Print Name)	Signature	Date
<u>Andrea Tureick</u>		1/28/15
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
<u>Jeffrey Hill</u>		1/28/15
Contract Administrator (Print Name)	Signature	Date
<u>W. STANISLAW</u>		1/28/15
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT NO. 15-1001182

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND THE CITY OF SAN BERNARDINO

FOR THE REDLANDS PASSENGER RAIL PROJECT

This Memorandum of Understanding (“MOU”) is made and entered into by and between the San Bernardino County Transportation Commission (“SANBAG”) and the City of San Bernardino (“CITY”). (SANBAG and CITY are each a “Party” and collectively “Parties”). The Effective Date of this AGREEMENT shall be the date upon which SANBAG executes this AGREEMENT.

RECITALS

WHEREAS, SANBAG owns and is responsible for the maintenance on the Redlands Subdivision railroad right-of-way between San Bernardino and Redlands (“ROW”); and

WHEREAS, a portion of the ROW is presently being used for operation of freight trains by the Burlington Northern Santa Fe Railway Company (“BNSF”); and

WHEREAS, SANBAG desires to implement the Redlands Passenger Rail Project (“PROJECT”) within and along the ROW; and

WHEREAS, the PROJECT includes improvements located within the ROW (“IMPROVEMENTS”) and ancillary facilities such as stations and parking facilities located on property adjoining the ROW (“FACILITIES”); and

WHEREAS, the implementation and operation of the PROJECT is governed by United States Code, Title 49 – TRANSPORTATION SUBTITLE IV – INTERSTATE TRANSPORTATION, PART A – RAIL, CHAPTER 105 – JURISDICTION, Section 10501 – General jurisdiction; and

WHEREAS, the PROJECT is included in the approved SANBAG Measure I 2010-2040 Ten-Year Delivery Plan and the Southern California Association of Governments’ Regional Transportation Plan and is eligible to receive funds from the Measure I 2010-2040 San Bernardino Valley Metrolink/Passenger Rail Program; and

WHEREAS, SANBAG and City of Redlands have entered in to an agreement, SANBAG Contract No. 97-026, regarding parking related to the PROJECT at certain stations in the City of Redlands; and

WHEREAS, SANBAG is completing an Environmental Impact Study and Environmental Impact Report (“EIS/EIR”) identifying potential impacts of the PROJECT and associated mitigation measures per federal and state guidelines and plans to certify the project and move towards construction and implementation; and

WHEREAS, the implementation of Quiet Zones at specific highway-rail at-grade crossings is listed as one of the preferred mitigation measures in the EIS/EIR; and

WHEREAS, per Code of Federal Regulations, Title 49 Part 222, only the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing can implement a Quiet Zone; and

WHEREAS, SANBAG and CITY recognize that coordination of PROJECT utility relocations with CITY is mutually beneficial to both SANBAG and CITY and wish to minimize cost and schedule disruptions of utility relocations; and

WHEREAS, SANBAG has need of and desires to reach an understanding with the CITY in carrying out SANBAG’s responsibilities for design, construction, and operation of the PROJECT, specifically to define the scope of CITY’S involvement in the review and approval of design drawings, to establish defined review period time frames, and to acknowledge other necessary steps SANBAG and CITY must follow; and

NOW, THEREFORE, the Parties agree to the following:

RESPONSIBILITIES:

1. The Parties agree that the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this Agreement and are incorporated herein by this reference.
2. The PROJECT as described and depicted on Exhibits A and B attached hereto and incorporated herein is located in the Cities of San Bernardino and Redlands.
3. CITY and SANBAG will meet and confer to establish SANBAG’s responsibilities for construction and operation of the PROJECT, specifically to define specified time frames for review and approval of design drawings, permits, and to acknowledge other necessary steps SANBAG and CITY must follow for approval of PROJECT FACILITIES and improvements.
4. CITY and SANBAG will identify one or more contact individuals for all PROJECT related matters.

5. SANBAG agrees to design, construct, and maintain at-grade crossing improvements along the PROJECT corridor to be Quiet Zone capable and to prepare all required applications and technical studies needed to implement Quiet Zones along the entire PROJECT corridor.
6. CITY agrees to attend site diagnostic meetings, execute concurrence documents in compliance with CPUC General Orders 75-D and 88-B, and file all federally required documentation when construction of all PROJECT grade crossings is substantially complete in order to implement Quiet Zones within its jurisdiction at all crossings included within the scope of the PROJECT.
7. CITY agrees to consider the adoption of certain General Plan Amendments or similar land use guidance document and/or discretionary actions as may be required to reflect the revised traffic circulation system arising from the closure of crossings as determined by SANBAG, CITY, and the CPUC; and to implement parking prohibitions adjacent to crossings as may be required by the CPUC.
8. CITY and SANBAG will identify and plan for utility relocations and modifications, including streets in a coordinated manner. Specific agreements will be outlined as to which utilities need to be relocated, when they will be relocated, and who will perform the relocation work at no cost to the CITY, unless otherwise covered by separate existing agreements. CITY and SANBAG recognize the need to perform this work in a timely and cost effective manner. SANBAG recognizes the need to execute separate water utility relocation agreement(s) with the City of San Bernardino Municipal Water Department (WATER).
9. CITY agrees it will invoke its franchise/utility agreements and have its rights under those agreements imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's intent to exercise its rights and request the relocation of utilities pursuant to the franchise/utility agreements.
10. When possible, CITY and SANBAG will coordinate PROJECT construction schedules with CITY project construction and CITY construction schedules, particularly with respect to utility relocations.
11. SANBAG and City of San Bernardino Municipal Water Department (WATER) agree to enter into one or more Agreement(s) prior to construction related to water system facility protection, relocation, or abandonment. WATER shall own and maintain all water facilities located within CITY and/or WATER right-of-way or easements.
12. SANBAG will provide a mechanism to incorporate such PROJECT "Betterments" as may be requested by the CITY and WATER. Betterments are defined as facilities which are not required for the PROJECT or required by city zoning or building regulations and are enhancements to the PROJECT. Cost sharing will be negotiated in good faith on a case-by-case basis.

13. CITY will collaborate with SANBAG to acquire right-of-way needed to complete the implementation of the PROJECT based on the PROJECT implementation schedule to be provided by SANBAG. CITY will also collaborate with SANBAG to pursue vacation of CITY right-of-way that will no longer be needed for public purposes upon completion of the improvements.
14. CITY shall collaborate with SANBAG on amending existing grade crossing and utility license agreements as necessary to accommodate the project for each existing CITY owned utility and street crossings along SANBAG's Redlands Branch Corridor right-of-way. In addition, CITY shall collaborate with SANBAG on the execution of new grade crossing and/or utility license agreements, drafted by SANBAG, for each new and existing CITY owned utility, including streets that cross SANBAG's Redlands Branch Corridor right-of-way. The terms and conditions for each of the subject license agreements shall be negotiated by both parties in good faith on a case-by-case basis, as soon as pertinent details become available.
15. Dispute Resolution. Any dispute between the parties shall be resolved as follows:
 - a. The individuals identified in Paragraph 3 hereof shall meet and confer in good faith to resolve the dispute.
 - b. If unresolved the dispute shall be referred to the City Manager of CITY and SANBAG's Executive Director who shall meet and confer in good faith to resolve the dispute. In the event the dispute is still not resolved the dispute shall be referred to the governing bodies of the CITY and SANBAG who shall arrange to meet and confer (to the extent permitted by the Ralph M. Brown Act) through committees, representatives, or delegates to resolve the dispute. The decisions of the governing bodies shall be final. The CITY and SANBAG reserve all rights, following completion of the above described process, to seek appropriate relief or remedy.
16. Following completion of the PROJECT, CITY and SANBAG will continue to meet and confer on the common interests of both with respect to the safe operation and maintenance of the passenger rail system and CITY facilities including potential effects on traffic within the project limits in CITY.
17. No Party nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under this AGREEMENT. It is understood and agreed that each Party shall fully defend, indemnify and save harmless each other Party, its officers, directors, members, employees, contractors or agents from all claims, liabilities, suits or actions of every name, kind and description brought for or on account of any injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in

connection with any work, authority, action or inaction undertaken under this AGREEMENT by the indemnifying party.

18. This AGREEMENT shall continue in full force and effect through December 31, 2020.
19. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of their respective Parties and that by so executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.
20. Except on subjects preempted by federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
21. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
22. This AGREEMENT can be amended only with a written amendment duly authorized and executed by both Parties.
23. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.
24. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
25. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
26. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to SANBAG:

Raymond Wolfe, Executive Director

1170 West 3rd Street, Second Floor
San Bernardino, CA 92410-1715
(909) 884-8276

If to City of San Bernardino:

Allen Parker, City Manager
300 N. "D" Street, 6th Floor
San Bernardino, CA 92418
(909) 384-5122

- 26. Exhibit A (Project Description) and Exhibit B (Project Location Map) are attached to and incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

CITY OF SAN BERNARDINO

By: _____
Raymond Wolfe
SANBAG Executive Director

By: _____
Allen Parker
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. SANBAG General Counsel

By: _____
Gary D. Saenz
City Attorney

Date: _____

Date: _____

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

By: _____
Stacey R. Aldstadt
General Manager

Date: _____

MEMORANDUM OF UNDERSTANDING NO. 15-1001182

Attachment: C15-1001182 - CoSB-Coordination MOU 150114 (1576 : RPRP MOUs with Cities of Redlands and San Bernardino)

EXHIBIT A - Project Overview

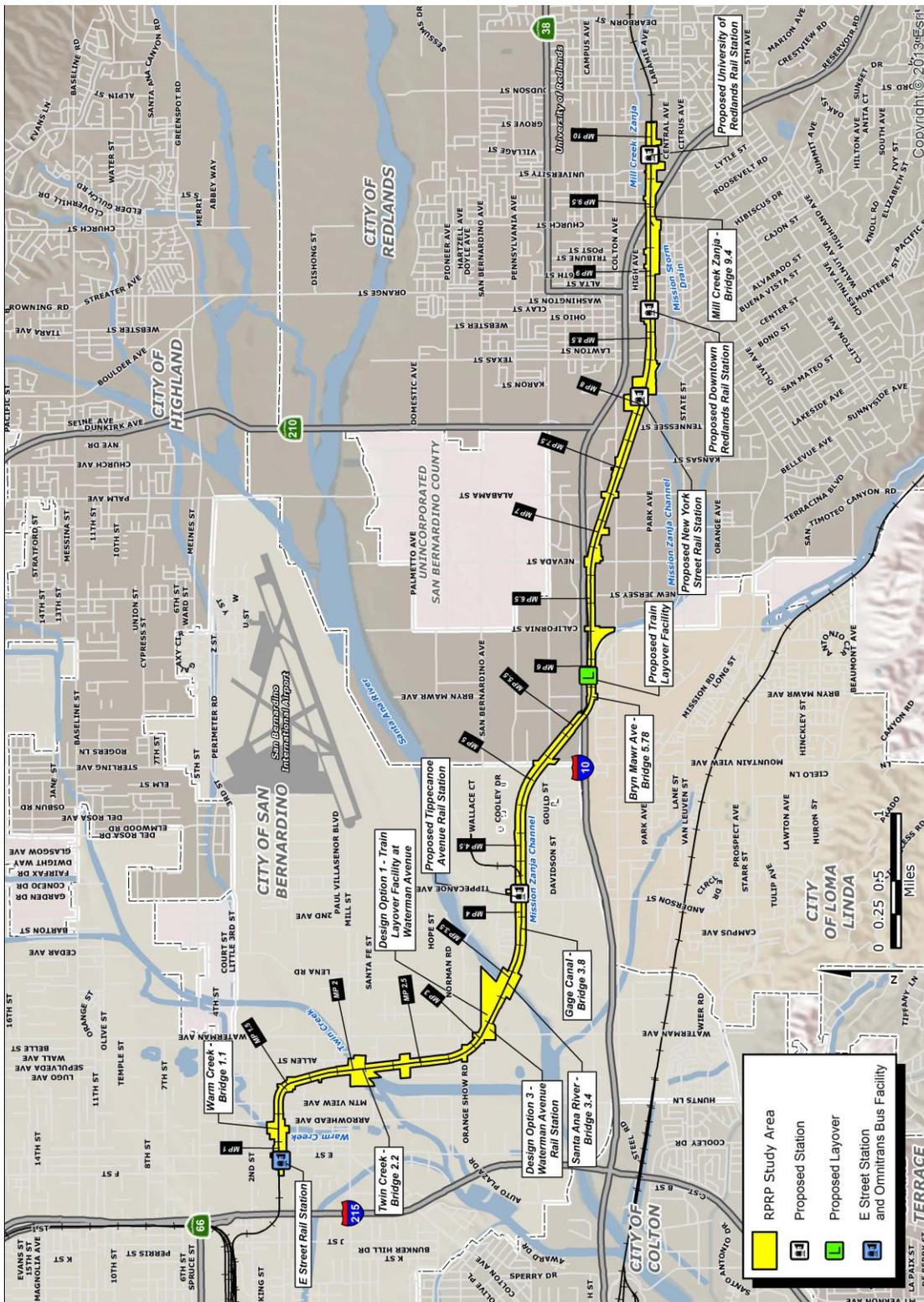
The Redlands Passenger Rail Project (RPRP) encompasses an approximately nine-mile corridor extending east from the City of San Bernardino to the City of Redlands. The project extends along an existing railroad right-of-way owned by SANBAG and commonly referred to as the Redlands Branch or Subdivision.

The project proposes the operation of passenger rail service between E Street in the City of San Bernardino and the University of Redlands, in the City of Redlands. Passenger rail service will be facilitated by up to five station stops. Up to four new station stops will be constructed in conjunction with RPRP. These include possibly one station located at either Tippecanoe Avenue or Waterman Avenue within the City of San Bernardino and New York Street, Orange Street, and University Street within the City of Redlands. The fifth station is being constructed at E Street in San Bernardino as part of the Downtown San Bernardino Passenger Rail Project. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, potential construction of a new train layover facility, and auxiliary improvements such as at-grade highway crossing and safety enhancements, new parking facilities, and improvements to pedestrian access.

The project is currently considering three vehicle options for operations: two (2) types of diesel-powered locomotives and one (1) type diesel multiple units (DMU). The final vehicle type selected will meet Tier 4 emission requirements. Frequency of these vehicles would be 30 minute headways during AM and PM peak travel times and hour headways during off-peak times traveling between the E Street and University of Redlands Stations. Functionality will be built into the system to allow for Metrolink a limited number of trains.

MEMORANDUM OF UNDERSTANDING NO. 15-1001182

EXHIBIT B - Project Area



Attachment: C15-1001182 - CoSB-Coordination MOU 150114 (1576 : RPRP MOUs with Cities of Redlands and San Bernardino)

Minute Action

AGENDA ITEM: 8

Date: *February 4, 2015*

Subject:

Release RFP 15-1001093, Final Design Services and RFP 15-1001146, Program Management Services for the Redlands Passenger Rail Project

Recommendation:

A. Release Request for Proposal 15-1001093 for Final Design Consultant Services for the Redlands Passenger Rail Project; and

B. Release Request for Proposal 15-1001146 for Program Management Consultant Services for the Redlands Passenger Rail Project.

Background:

In 1992, San Bernardino Associated Governments (SANBAG) purchased a portion of the Pasadena Subdivision from the Atchison Topeka and Santa Fe Railway which subsequently became the Metrolink San Gabriel Subdivision. This purchase also included the Redlands branchline, an approximate 10-mile segment of right-of-way and track infrastructure running from the San Bernardino Santa Fe Depot to a short distance past the University of Redlands. The purchase price for the Redlands branchline was \$26 million. Also included were short, non-contiguous segments of the branchline in the northern areas of San Bernardino.

Over the last four years, SANBAG has taken steps to move forward with implementing commuter rail service on the Redlands branchline as required by Measure I, the ½ cent county-wide sales tax measure. Several key components of this implementation were completed including the alternatives analysis, strategic plan, preliminary engineering, and environmental clearance. While the first three components have been completed for some time, in August the Federal Transit Administration (FTA) gave their approval to release the draft environmental document for public comment. Since the project has many key environmental issues and uses federal funds, a National Environmental Protection Act (NEPA) Environmental Impact Study (EIS) was required by the FTA, and as required by the State, a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR). The combined environmental document is known as an EIS/EIR. The required FTA 45-day public comment period for the Draft EIS/EIR ended on September 29, 2014. Following the comment period, SANBAG's consultant will be addressing comments received. The final EIS/EIR approval will be a two-step process, 1) SANBAG certifying the CEQA portion sometime during the first quarter of 2015, and 2) FTA providing a Record of Decision (ROD) after SANBAG certifies the CEQA portion.

Since the environmental approval process is nearing its completion, staff is requesting authorization to release two Request for Proposals (RFP): 15-1001093 for Final Design Consultant Services using the attached Scope of Services in Exhibit A and 15-1001146 for

Entity: CTC

Board of Directors Agenda Item
February 4, 2015
Page 2

Program Management Consultant Services using the attached Scope of Services in Exhibit B. The final RFPs will be released at a later date when complete and appropriate.

Financial Impact:

There is no financial impact to release the RFP. However, \$7 million was budgeted for this fiscal year. It is anticipated that no more than \$3 million will be spent for this fiscal year.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:

EXHIBIT “A”

SCOPE OF WORK

FOR

RFP 15-1001093

FINAL DESIGN FOR REDLANDS PASSENGER RAIL

1.0 BACKGROUND

1.1 Project Overview

The San Bernardino Associated Governments (SANBAG), is seeking a consultant (“CONSULTANT”) to assist with performing final design, securing environmental and other necessary permits, design services during construction, environmental studies, operational analysis, and support services during outreach and coordination with third parties, (“Project”), as required for the construction and implementation of the planned nine-mile long passenger rail service to be operated on the Redlands Subdivision between the San Bernardino Transit Center at Rialto Avenue and E Street to the University of Redlands. The “Redlands Passenger Rail Project (RPRP)”, involves rehabilitating or replacing track, bridges, at-grade highway-rail crossings, and related existing infrastructure, building a new wayside signal and communications system that could include positive train control (PTC), and up to five passenger loading platforms with building elements and structures (“stations”), procuring a fare collection system, rehabilitation of a maintenance facility, procurement of an operator, and procuring passenger train sets. Construction of these various improvements is projected to start in the fall of 2017 with operations beginning in the summer of 2020.

The RPRP encompasses an approximately nine-mile corridor extending east from the San Bernardino Transit Center (SBTC) already in construction in the City of San Bernardino at Rialto and E Streets at Mile Post (MP) 1.0 to the City of Redlands/University of Redlands at MP 10.0. The alignment will utilize the existing railroad right-of-way (ROW) owned by SANBAG and commonly referred to as the Redlands Subdivision and over which the BNSF operates a weekly local freight train to one regular customer and one or two infrequent/irregular customers. The service anticipated will be to operate a limited number of Metrolink trains by extending service on the San Gabriel Subdivision from the SBTC to Redlands. Also, diesel multiple units (DMU) or rehabilitated locomotive hauled coaches at 30-minute headways in each direction with a passing siding in the middle of the alignment are anticipated to be utilized between SBTC and Redlands. There is also a possibility of excluding the extension of Metrolink services to Redlands.

DMUs purchased by SANBAG proposed for the Project shall meet Tier 4 emission requirements. Should rehabilitated and retrofitted diesel locomotives be used, Tier 4 emission requirements would also be required.

A total of five station stops are planned to be located at E Street, Tippecanoe Avenue or Waterman Avenue, New York Street, Orange Street (Downtown Redlands), and University Street (University of Redlands).

1.2 Stakeholders

The following stakeholders are involved with the RPRP:

- SANBAG owns the right-of-way and is the project sponsor;
- Southern California Regional Rail Authority (SCRRA) could operate limited Metrolink commuter rail service along the Redlands Subdivision and could potentially provide right-of-way maintenance service, and dispatching services for the Project;
- BNSF Railway operates limited freight service and is currently responsible for right-of-way maintenance;
- City of Loma Linda;
- City of Redlands;
- City of San Bernardino;
- University of Redlands will have the eastern terminus station at the south end of its campus and plans to fund architectural enhancements to the station;
- esri, a software development company located in Redlands, has committed to funding the design, construction, maintenance, and security of the New York Street Station at the north end of the esri business campus;
- County of San Bernardino Flood Control District owns and maintains drainage structures adjacent to the railroad right-of-way; and
- Caltrans owns and maintains Interstate 10, which crosses the railroad right-of-way in two locations and has freeway access ramps in close proximity to highway-rail at-grade crossings.

1.3 Existing Conditions and Operations

The Redlands Subdivision right-of-way between San Bernardino and Redlands was originally constructed by the Atchison Topeka Railroad to provide freight access to agricultural producers in the San Bernardino East Valley. Over time, as citrus groves and farm fields were replaced by residential subdivisions, the number of local citrus and agricultural producers who used the railroad decreased. In 1993, SANBAG acquired the right-of-way from the Atchison Topeka and Santa Fe Railway Company (now the Burlington Northern Santa Fe [BNSF]). As a condition of the sale to SANBAG, BNSF retained the right to operate freight service on the existing right-of-way within the corridor. Currently, limited freight service is provided over a 3.5 mile segment east from downtown San Bernardino to the vicinity of Tippecanoe Avenue. Freight rail operates approximately 150 trips annually across this 3.5 mile segment. BNSF is also responsible for maintaining the track, signals, and communications systems along the Redlands Subdivision right-of-way, where the current track structure classification is considered accepted and the line is out of service from Tippecanoe Avenue to the east towards Redlands.

The Downtown San Bernardino Passenger Rail Project is currently under construction, incorporating improvements along the Redlands Subdivision from MP 0.0 to MP 1.0 to allow Metrolink service to extend from its current terminus at the San Bernardino Santa Fe Depot, one mile east to the SBTC at the

intersection of Rialto and E Streets. This extension is scheduled to be completed and in operational service by the fall of 2016.

1.4 Work Completed to Date

Previous actions, studies, and work completed to date in the RPRP corridor include:

- Purchase of the Redlands Subdivision right-of-way from the BNSF in 1992;
- Redlands Passenger Rail Feasibility Report, August 2003;
- SANBAG Draft Redlands Passenger Rail Station Area Plan, January 2007;
- Redlands Subdivision Study of Operating Alternatives and Infrastructure Requirements, October 2007;
- SANBAG Draft Definition of Alternatives Report, October 2009;
- Redlands Passenger Rail Project Final Report, November 2011;
- Draft Geotechnical and Foundations Report, February 2013;
- Floodplain Evaluations Memo, February 2013;
- Bridge Alternatives Analysis Report, March 2013;
- RPRP Assessment of Rail Operations and Operating Plan, March 2013;
- Existing Utilities Matrix, June 2013;
- Engineer's Estimate, June 2013;
- RPRP Draft Environmental Impact Statement/Environmental Impact Report, August 2014;
- Preliminary Engineering 30% Plans, December 2014;
- Preliminary Right-of-Way Requirements Map, December 2014;
- Communications Systems Memo, January 2015;
- Fare Collection Memo, January 2015;
- Construction Staging and Sequencing Memo, January 2015;
- Basis of Design Report, January 2015.

1.5 General Project Objective

The general objective of the Project is to complete the design, permitting, and coordination required to support the construction and implementation of the Redlands Passenger Rail Project.

The RPRP project will address the transportation needs of the region, specifically the Redlands Corridor between the Cities of San Bernardino and Redlands as identified in SANBAG's Measure I 2010-2040 Strategic Plan and the Southern California Association of Government's (SCAG) Regional Transportation Plan (2012). The RPRP project is needed to address existing and future traffic congestion within the Cities of San Bernardino and Redlands. The overall purpose of the RPRP project is to provide a cost effective, alternative travel option for communities situated along the Redlands Corridor in a way that improves transit mobility, travel times, and corridor safety while minimizing adverse environmental effects. The overall estimated schedule of the RPRP is as follows:

- Federal Transit Administration Record of Decision for the Environmental Impact Statement: Anticipated March 2015;
- Notice of Decision for the Environmental Impact Report: Anticipated April 2015;

- Notice to Proceed for Final Design of the Project: July 2015;
- Plans, specifications, and estimates complete: February 2017;
- Construction: June 2017 – June 2019

1.6 Services by Others

Separate from this procurement of final design services, are the following services that SANBAG intends to procure separately:

1. Rail Vehicle Selection/Rehabilitation Procurement Assistance;
2. Maintenance Facility Rehabilitation Design and Permitting;
3. Program Management Consultant Services; and
4. Construction Management Services

The successful CONSULTANT selected for Final Design may not submit a proposal for Program Management Consultant Services and Construction Management Services regardless of the amount of involvement either as a prime or sub-consultant.

2.0 SCOPE OF WORK

The Scope of Work shall include all work necessary to develop the construction documents and other procurement documents, design services during construction, environmental studies, operational analysis, and support during outreach and coordination with third parties. SANBAG may negotiate a final Scope of Work that includes all or part of the items listed herein. SANBAG may choose to utilize one or more of its “On-Call” Architect-Engineering consultants or Program Manager Consultant, selected by separate procurement, to deliver any portion of the services listed. Should the use of the current On-Call firms or Program Manager Consultant be used, their participation will be used on a program level or on specific issues to assist and/or supplement the efforts of the CONSULTANT. Final design and construction documents shall be prepared for delivery via a “Design, Bid, Build” approach.

The Plans, Specifications, and Estimates (PS&E) shall be prepared in English units and in conformance with the latest editions of applicable standards and shall create documents for the procurement of the construction of the Project. Deliverables shall include, but are not limited to:

- 60% PS&E;
- 90% PS&E;
- 100% PS&E;
- PS&E issued for Construction Package;
- Design Support During Bidding and Construction; and
- Other technical reports and analysis as necessary.

2.1 Project Elements

The elements that the Consultant shall be responsible for include, but are not limited to:

- Research to obtain all records required for the successful completion of the RPRP;

- Railroad geometric design;
- Station design;
- At-grade crossing design;
- Structural design;
- Structure type selection;
- Architectural design;
- Geotechnical investigation;
- Contaminated soil assessment;
- Drainage modifications including hydrologic and hydraulic studies;
- Environmental permitting;
- Construction Project cost estimates;
- Construction specifications;
- Project scheduling;
- Project coordination;
- Project management documentation;
- Site visits and field inspections;
- Survey and mapping;
- Landscape and irrigation;
- Utility coordination, removal and relocation;
- Lighting;
- Stakeholder coordination, approval, and permitting;
- Railroad coordination;
- Right-of-way engineering and property acquisition services;
- Quality Assurance/Quality Control;
- Construction staging and phasing;
- Mechanical, electrical, and plumbing engineering;
- Railroad signal and communication systems design, including Positive Train Control;
- CPUC & FRA coordination;
- Public outreach support;
- Traffic engineering;
- Passenger amenities such as ticket vending machine and passenger notification systems;
- Security systems;
- Assistance with and during bidding and procurement;
- Design support during construction;
- Environmental mitigation monitoring and support during construction;
- Services in support of systems integration, startup and testing, safety planning and certification;
and
- Other services as may be required.

2.2 Project Management & Administration

The CONSULTANT shall establish an organization structure coordinating the efforts of the Mainline Design Consultant Team. The roles and responsibilities of key members of the team shall be clearly identified. Management includes, but is not limited to:

- Coordination of the development of the overall work tasks;
- Management of the schedule, budget, and staff resources;
- Reporting work progress and schedule updates to SANBAG;
- Administering a Quality Control/Quality Assurance Plan; and
- Scheduling, coordinating, and providing minutes of Project Development Team (PDT) meetings.

CONSULTANT shall organize and facilitate regular design PDT meetings throughout the Project. The frequency of these meetings shall be determined with the SANBAG Project Manager. CONSULTANT shall record and document the discussions, decisions, and actions agreed to at these meetings. The CONSULTANT shall submit a baseline schedule at the start of the work. This schedule will serve as the basis for monitoring and controlling Project activities and will be reviewed and approved by SANBAG. The schedule shall show the relationship of the Project tasks, expected sequence of design, milestone submittals and decisions, coordination with third parties, and the effect of any impacts to the overall schedule. CONSULTANT shall provide monthly progress reports in a SANBAG approved format as part of the monthly invoice. The Progress Report shall address activities and progress within the recent billing cycle and provide upcoming deliverables and actions. The CONSULTANT shall complete and maintain a Project Work Plan (PWP) that clearly identifies the work process, roles and responsibilities, and Project risks. The CONSULTANT shall complete and maintain Project controls including document control, schedule, and budget. A Quality Control / Quality Assurance (QA/QC) Plan shall also be developed and utilized. CONSULTANT shall ensure that all deliverables are reviewed and approved internally per the QA/QC Plan prior to being submitted to SANBAG.

2.3 Agency/Utility/Third Party Coordination

The CONSULTANT will support SANBAG in coordinating with external agencies, jurisdictions, third parties, stakeholders, and affected utilities and shall maintain coordination documents as part of the reference data utilized during the design. This task shall also include assistance and support in executing agreements with third parties and stakeholders to complete the Project and any potential “betterments” identified by third parties. Assistance shall also be provided for presentations to external parties, stakeholders, or the SANBAG Board of Directors, including providing relevant documents, drawings, or visual presentation materials and attending meetings as required. CONSULTANT will be responsible to scheduling and coordinating meetings with stakeholders, including railroads, cities, esri, and the University of Redlands to provide updates and gain acceptance of designs throughout the Project development and implementation. CONSULTANT shall also be responsible for researching and identifying existing utilities throughout the Project including, but not limited to, utility document research and explorations (potholing).

2.4 Public Outreach and Stakeholder Coordination

SANBAG anticipates separately procuring Outreach/Public Information Consultants. CONSULTANT shall coordinate all public outreach necessary for the project with SANBAG and provide support material for SANBAG to inform the public during the development of the PS&E documents, during the branding of the new rail service, and during construction activities.

2.5 Right-of-Way Engineering and Acquisition

The CONSULTANT shall develop the right-of-way engineering necessary for the RPRP Project and shall be responsible for the development of the documents, including right-of-way certifications, required for the acquisition of all permanent and temporary right-of-way necessary for the RPRP Project. CONSULTANT shall make efforts during the design to limit the required right-of-way and temporary construction easements needed to implement the RPRP Project.

CONSULTANT shall also assist with right-of-way acquisition coordination, including property appraisals, negotiations, estimating relocation assistance, condemnation, certification, and value engineering to limit property takes. CONSULTANT shall act as an agent in representing SANBAG.

2.6 Railroad Design and Coordination

The RPRP Project is located on an active railroad, BNSF operates freight service along a portion of the right-of-way and construction efforts are currently underway to allow SCRRRA to operate Metrolink commuter rail service to the SBTC, which is the terminus of the Project. The CONSULTANT shall be responsible for railroad coordination as it is expected that all rail operations will continue through construction. The CONSULTANT shall be responsible for coordinating the design with the operating railroads to ensure that a clear process is developed to implement and construct the project. This will include establishing designs that limit impacts to railroad operations during construction, CPUC permitting, and all other coordination issues necessary to design and construct infrastructure improvements on an active railroad right-of-way.

CONSULTANT shall:

- Design new single or double track between MP 1+/- and MP 10+/- on the Redlands Subdivision. Consideration shall be made for realigning the tracks to accommodate future double tracking while also considering Project costs and budget;
- Design of at-grade crossing improvements meeting FRA quiet zone/CPUC requirements at approximately 25 locations;
- Complete Plan, Profile, and Curve data;
- Development of complete track charts at the completion of the Project; and
- All designs shall allow the construction to comply with FTA Buy America requirements.
- Complete such other design work related to the Project as directed by SANBAG.

2.7 Railroad Signal and Communications Design

CONSULTANT shall design all necessary railroad signaling and communications systems in accordance with the operating needs of the corridor. This design shall also include all at-grade crossing warning devices and interconnects with traffic signals and other signal circuitry. Highway-rail at-grade crossing designs shall be completed to accommodate Quiet Zones. The design shall accommodate either a Centralized Train Control system with Positive Train Control or Automatic Block Signaling with no Positive Train Control depending on direction provided by SANBAG. CONSULTANT shall also consider fiber optic network design, and Advanced Train Control System data design.

2.8 Structures Design

The CONSULTANT shall design bridge replacements, both single and double-track bridges and bridge rehabilitation. Existing bridges shall be inspected and reports completed determining the existing capacity and if rehabilitation or complete replacement is warranted. CONSULTANT shall make recommendations as to in-line or off-line replacement of railroad bridges. Structure designs shall be in accordance with BNSF standards and the recommended practices of the American Railway Engineering and Maintenance of Way Association (AREMA). Design of retaining walls, sound walls, and other structures is also included.

2.9 Design Surveys

CONSULTANT shall perform design surveys including mapping necessary to complete a constructible PS&E package. This includes horizontal and vertical control, drainage surveys, topographical surveys, cross sections, grid grades, open ended traverses, profile data sheets, three line profiles, and required documentation. At the completion of the Project, CONSULTANT shall also complete a Record of Survey and set monuments throughout the Project right-of-way.

2.10 Geotechnical Design and Support

CONSULTANT shall review available site geotechnical data, perform engineering evaluations of alternative foundation types, geotechnical explorations, including extensive boring investigations near the proposed abutment and bent locations of Bridges 1.1 and 3.4, and provide recommendations in support of final design of the preferred foundation types for design of bridges and other structures, track, street, and stations.

2.11 Passenger Stations and Architectural Design

CONSULTANT shall complete all designs associated with five station locations, including E Street, Tippecanoe or Waterman, New York Street, Downtown Redlands, and the University. Designs must accommodate the use of the stations by both Metrolink commuter rail vehicles and DMUs. The CONSULTANT shall develop a Level Boarding Report for each station to meet FRA and FTA regulations regarding American with Disabilities Act (ADA) laws and regulations. Station improvements shall include raised concrete boarding platforms, canopies, station amenities, ADA access and mini-high ramps, buildings, plumbing, electrical, lighting, path-of-travel and accessibility related issues, customer information systems, public address systems, security features, video surveillance, ticket vending machines, hand rails, fencing, signage, landscaping, and irrigation. Architectural renderings shall be completed to assist in reinforcing design features of the stations and help brand the system.

SANBAG is entering into design agreements and construction and maintenance agreements with Project stakeholders, including esri and the University of Redlands, who are funding and providing direction on station improvements at the New York Street and University Stations. CONSULTANT shall be responsible for supporting SANBAG in negotiations regarding design and construction of these stations and shall implement designs as approved by SANBAG and these two stakeholders at their respective stations.

2.12 Civil and Traffic Engineering

CONSULTANT shall complete designs to accommodate improvements, modifications, and closures of highway-rail at-grade crossings throughout the corridor and other improvements such as bikeways or pathways in, adjacent to, or crossing the railroad right-of-way. These designs could require modifications to roadway plan and profile, upgrades to pedestrian crossings, relocation of drainage improvements, redesign of existing signing and striping, and utility relocations or protection within the public street right-of-way. These improvements shall be in accordance with the Cities of Redlands and San Bernardino requirements.

Traffic engineering may be required as part of the final highway-rail at-grade crossings design work, including the installation of or modifications to traffic signals as part of the highway-rail at-grade crossing improvements. The Consultant shall review potential impacts to traffic of the proposed improvements and develop traffic management plans to be reviewed and approved by the Cities of Redlands and San Bernardino. Revisions to the traffic study completed as part of the EIS/EIR might also be required.

2.13 Utilities

CONSULTANT shall identify all utility conflicts with the proposed Project. Subsurface utility location services shall be provided to determine the horizontal and vertical underground locations of all potential conflicts with utilities. The Consultant shall coordinate with utility owners to design relocations or protection measures needed to accommodate the Project. SANBAG may request CONSULTANT to complete an advanced utility relocation/protection construction package, consisting of all PS&E documents needed to procure a contractor to complete preliminary construction efforts to relocate or protect utilities in and along the railroad right-of-way or at highway-rail at-grade crossings to accommodate the Project. CONSULTANT shall identify, design, and coordinate utility connections for new or relocated railroad improvements and grade crossing safety systems.

2.14 Drainage

CONSULTANT shall prepare a hydrology and hydraulics report evaluating surface drainage impacts and making recommendations as to required drainage facilities in compliance with Cities of Redlands and San Bernardino and the County requirements. Improvements shall be designed to adequately convey storm water along and underneath the railroad right-of-way and could include flood control facility design, scour analysis for bridges, and assistance processing a FEMA Flood Insurance Rate Map revision.

2.15 Environmental Conformance and Permitting

CONSULTANT shall be responsible for obtaining all environmental clearances and permits from resource agencies and other stakeholders, including but not limited to, Section 401 and 404 permits, biological resources permits, California Fish and Game permits, and any encroachment permits. The CONSULTANT shall also be responsible for drafting a Storm Water Pollution Prevention Plan (SWPPP) for the construction contractor's reference and monitoring the construction contractor's

compliance with the adopted SWPPP. Any additional studies needed to support or amend the Final EIS/EIR as directed shall be the responsibility of CONSULTANT. Studies to support the Final EIS/EIR could include noise and vibration and air quality. Amendments to the Final EIS/EIR could include the construction of the California Street Station or other additional improvements as identified.

2.16 Operations Support

CONSULTANT shall provide Railroad Operating analysis and support including RTC modeling, train scheduling, crew scheduling and coordination with other transit providers to provide passenger connections and transfers, including with Omnitrans and Metrolink.

2.17 Design Services During Bidding and Construction

During the procurement of the construction contractor, CONSULTANT shall complete any or all construction packages and shall assist SANBAG in responding to bidder questions, prepare contract addendums, review bids for conformance and compliance, and attend pre-bid meetings or site visits. During the construction of the Project the CONSULTANT shall respond to RFIs, review contractor prepared product submittals, samples, and certificates of compliance, complete any required design revisions, attend construction progress and site meetings, provide needed support for agency, stakeholder, or utility coordination, prepare conformed drawings and technical specifications, prepare as-builts, provide railroad signal and communications support, and assist with materials needed for public relations during construction.

3.0 ENGINEERING STANDARDS

The engineering and procurement documents shall be prepared in accordance with current state and federal regulations, policies, procedures, manuals, and standards. The PS&E shall be prepared using best practices and may include requirements to comply with CPUC and FRA standards as well as Metrolink and BNSF as applicable. The technical aspects of the Project shall be designed also utilizing best practices of the American Railway Engineering and Maintenance of Way Association (AREMA) and may also require compliance with Metrolink and BNSF standards and practices in certain areas. In the event that conflicting standards are encountered, the standard to be used shall be as approved by SANBAG.

CONSULTANT shall perform all services in conformance with and in compliance with the latest edition of the following documents:

- AREMA recommended practices;
- BNSF Engineering Standards;
- SCRRA Engineering Standards;
- City of Redlands Standard Drawings and Specifications;
- City of San Bernardino Standard Drawings and Specifications;
- Caltrans Design Standards and Specifications; and
- Other applicable standards.

EXHIBIT B
“SCOPE OF WORK”
RFP 15-1001146
PROGRAM MANAGEMENT SERVICES
FOR
REDLANDS PASSENGER RAIL

1.0 BACKGROUND

1.1 Project Overview

San Bernardino Associated Governments (SANBAG) is seeking a consultant team (“CONSULTANT”) to provide Program Management Services (“Project”) for the construction and implementation of the planned 9-mile long passenger rail service to be operated on the Redlands Subdivision between the San Bernardino Transit Center at Rialto Avenue and E Street to the University of Redlands. The Scope of Work will include but is not limited to support of management and oversight of the project development, engineering, construction management, and third parties. CONSULTANT may include subconsultants and other services as necessary. The services requested will be provided from design and through construction and operations start-up.

The Project, “Redlands Passenger Rail Project (RPRP)”, involves rehabilitating or replacing track, bridges, at-grade highway-rail crossings, and related existing infrastructure, building a new wayside signal and communications system that includes positive train control (PTC), and up to five passenger loading platforms with building elements and structures (“stations”), procuring a fare collection system, rehabilitation of a maintenance facility, and procuring passenger train sets. Construction of these various improvements is projected start in the fall of 2017 with operations beginning in the summer of 2020.

The RPRP encompasses an approximately 9-mile corridor extending east from the San Bernardino Transit Center (SBTC) already in construction in the City of San Bernardino at Rialto and E Streets at Mile Post (MP) 1.0 to the City of Redlands/University of Redlands at MP 10.0. The alignment will utilize the existing railroad right-of-way (ROW) owned by SANBAG and commonly referred to as the Redlands Subdivision and over which the BNSF operates a weekly local freight train to one regular customer and one or two infrequent/irregular customers. The service anticipated will be to operate a limited number of Metrolink trains by extending service on the San Gabriel Subdivision from the SBTC to Redlands. Also, diesel multiple units (DMU) at 30-minute headways in each direction with a passing siding in the middle of the alignment will be utilized between SBTC and Redlands.

DMUs purchased by SANBAG proposed for the Project shall meet Tier 4 emission requirements. Should rehabilitated and retrofitted diesel locomotives be used, Tier 4 emission requirements would also be required.

A total of five station stops are planned to be located at E Street, Tippecanoe Avenue or Waterman Avenue, New York Street, Orange Street (Downtown Redlands), and University Street (University of Redlands).

In conjunction with this RFP, SANBAG intends on procuring the services of a consultant to provide final design of the mainline, Mainline Design Consultant (MDC). The final design RFP may be released either concurrently with or subsequent to this RFP. Also, separate RFPs for a Vehicle Procurement Consultant (VPC), Maintenance Facility Design Consultant (MFDC), and Construction Management (CM) will be released subsequent to this RFP.

1.2 Stakeholders

The following stakeholders are involved with the RPRP:

- SANBAG owns the right-of-way and is the project sponsor;
- Southern California Regional Rail Authority (SCRRA) could operate limited Metrolink commuter rail service along the Redlands Subdivision and could potentially provide right-of-way maintenance service, and dispatching services for the Project;
- BNSF Railway operates limited freight service and is currently responsible for right-of-way maintenance;
- City of Loma Linda;
- City of Redlands;
- City of San Bernardino;
- University of Redlands will have the eastern terminus station at the south end of its campus and plans to fund architectural enhancements to the station;
- esri, a software development company located in Redlands, has committed to funding the design, construction, maintenance, and security of the New York Street Station at the north end of the esri business campus;
- County of San Bernardino Flood Control District owns and maintains drainage structures adjacent to the railroad right-of-way; and
- Caltrans owns and maintains Interstate 10, which crosses the railroad right-of-way in two locations and has freeway access ramps in close proximity to highway-rail at-grade crossings.

1.3 Existing Conditions and Operations

The Redlands Subdivision right-of-way between San Bernardino and Redlands was originally constructed by the Atchison Topeka Railroad to provide freight access to agricultural producers in the San Bernardino East Valley. Over time, as citrus groves and farm fields were replaced by residential subdivisions, the number of local citrus and agricultural producers who used the railroad decreased. In 1993, SANBAG acquired the right-of-way from the Atchison Topeka and Santa Fe Railway Company (now the Burlington Northern Santa Fe [BNSF]). As a condition of

the sale to SANBAG, BNSF retained the right to operate freight service on the existing right-of-way within the corridor. Currently, limited freight service is provided over a 3.5 mile segment east from downtown San Bernardino to the vicinity of Tippecanoe Avenue. Freight rail operates approximately 150 trips annually across this 3.5 mile segment. BNSF is also responsible for maintaining the track, signals, and communications systems along the Redlands Subdivision right-of-way, where the current track structure classification is considered accepted and the line is out of service from Tippecanoe Avenue to the east towards Redlands.

The Downtown San Bernardino Passenger Rail Project is currently under construction, incorporating improvements along the Redlands Subdivision from MP 0.0 to MP 1.0 to allow Metrolink service to extend from its current terminus at the San Bernardino Santa Fe Depot, one mile east, to the SBTC at the intersection of Rialto and E Streets. This extension is scheduled to be completed and in operational service by the fall of 2016.

1.4 Work Completed to Date

Previous actions, studies, and work completed to date in the RPRP corridor include:

- Purchase of the Redlands Subdivision right-of-way from the BNSF in 1992;
- Redlands Passenger Rail Feasibility Report, August 2003;
- SANBAG Draft Redlands Passenger Rail Station Area Plan, January 2007;
- Redlands Subdivision Study of Operating Alternatives and Infrastructure Requirements, October 2007;
- SANBAG Draft Definition of Alternatives Report, October 2009;
- Redlands Passenger Rail Project Final Report, November 2011;
- Draft Geotechnical and Foundations Report, February 2013;
- Floodplain Evaluations Memo, February 2013;
- Bridge Alternatives Analysis Report, March 2013;
- RPRP Assessment of Rail Operations and Operating Plan, March 2013;
- Existing Utilities Matrix, June 2013;
- Engineer's Estimate, June 2013;
- RPRP Draft Environmental Impact Statement/Environmental Impact Report, August 2014;
- Preliminary Engineering 30% Plans, December 2014;
- Preliminary Right-of-Way Requirements Map, December 2014;
- Communications Systems Memo, January 2015;
- Fare Collection Memo, January 2015;
- Construction Staging and Sequencing Memo, January 2015;
- Basis of Design Report, January 2015.

1.5 General RPRP Objective

The objective of the project is to complete the design, permitting, and coordination required to support the construction and implementation of the RPRP.

The RPRP will address the transportation needs of the region, specifically the Redlands Corridor between the Cities of San Bernardino and Redlands as identified in SANBAG's Measure I 2010-2040 Strategic Plan and the Southern California Association of Government's (SCAG) Regional Transportation Plan (2012). The RPRP is needed to address existing and future traffic congestion within the Cities of San Bernardino and Redlands. The overall purpose of the RPRP is to provide a cost effective, alternative travel option for communities situated along the Redlands Corridor in a way that improves transit mobility, travel times, and corridor safety while minimizing adverse environmental effects. The overall estimated schedule of the RPRP is as follows:

- Federal Transit Administration Record of Decision for the Environmental Impact Statement: Anticipated March 2015;
- SANBAG Notice of Decision for the Environmental Impact Report: Anticipated April 2015;
- Notice to Proceed for Final Design of the Project: Anticipated Third-Quarter of 2015;
- Plans, specifications, and estimates complete: February 2017;
- Construction: June 2017 – June 2019;
- Vehicle procurement and delivery: August 2015 – July 2018
- System Operator Procurement: October 2017 – April 2019
Revenue Service: July 2020

1.6 Third-Party Contracts

Separate from this procurement for program management services, SANBAG intends to procure consultant support for the following services:

1. Mainline Design Consultant (MDC);
2. Vehicle Procurement Consultant (VPC);
3. Maintenance Facility Design Consultant (MFDC);
4. Construction Management Services (CM); and
5. Public Outreach Services.

2.0 GENERAL DESCRIPTION OF REQUESTED SERVICES

The general services to be provided by the PMC CONSULTANT include, but are not limited to:

- Staff, resources, and expertise to assist SANBAG in the oversight and management of the RPRP, which may include environmental, engineering, right-of-way, construction, operations, start-up and testing, initiation of services, safety, compliance with funding requirements and laws and regulations, scheduling, fund control, and document control.
- Technical expertise to perform reviews of other consultants' work products in the development and implementation of the Project.
- Coordination and compliance with requirements from such entities as the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), California

Public Utilities Commission (CPUC), Southern California Regional Rail Authority (SCRRA), BNSF Railway, Cities of San Bernardino and Redlands, University of Redlands, esri, public and private utility providers, and other federal, state, and local agencies as required.

- Project Management – Review of plans, specification, and other construction documents, Project Management Plan (PMP), project fund administration project schedule, project meetings, document control, QA/QC, risk management, reports, and invoicing.
- Project Closeout
- Additional Support as Necessary

The PMC shall serve as additional staff, some of whom being key members may be located at the Consultants offices.

3.0 SCOPE OF WORK

3.1 Project Management and Oversight

This task is focused on the Project Manager’s role for Project Oversight and coordinating PMC consultant staff and other consultant efforts between the different subject experts during final design, construction, implementation, testing, and close out phases. The implementation of a new passenger rail service requires a wide range of expertise from public outreach, vehicle engineering, construction, operation start-up, to operations and maintenance. The efforts of the Project Manager Consultant (PMC) includes but are not limited to the oversight of the different consultants, construction contractors, and specialty suppliers (vehicles, signals, communications, PTC), utilities, third-parties, right-of-way acquisitions, agreements, regulators, railroad operators, federal and state regulators, along with the review of monthly invoices, maintaining the project schedule, and preparation of monthly, quarterly, and annual reports to SANBAG. These reports will include the status of each work element, the percentage of project completed, percentage of budget expended, and the resolution of challenges encountered during the reporting period. The reports will also detail up-coming issues that may have a schedule or budgetary impact on the project along with a list of meetings attended or public comments received and responded to.

3.2 Project Management Plan

Develop and maintain the RPRP Project Management Plan (PMP). The PMP will detail the work elements to be completed from the MDC to the start of revenue operations and project closeout. It will act as a guide as the project moves forward to help in the allocation of staff resources, coordination of other consultants, stakeholders, third-parties, railroad operators, and state of federal regulators, funding, and the Project Master Schedule. The PMP will include the following:

- Roles and responsibilities of SANBAG, PMC, stakeholders, and third-parties.
- Organizational chart

- Work Breakdown Structure based on the roles and responsibilities.
- Cost Control and Funding Compliance Plan
- Risk Management Plan (RMP)
- Vehicle Procurement Plan (VPP)
- Maintenance Facility Plan (MFP)
- Right-of-Way Acquisition Plan (RWAP)
- Quality Assurance/Quality Control Plan
- Safety Plan
- Project Controls Plan
- Start-Up and Testing Plan

One of the first tasks of the CONSULTANT will be to prepare the PMP. After acceptance of the PMP by SANBAG the CONSULTANT will update the PMP as necessary to account for changes in conditions. At a minimum, the PMP will be updated annually and during the procurement of vehicles, construction bidding, and operator selection.

3.3 RPRP Project Schedule

This task develops and provides the staff effort necessary to create and maintain the RPRP Master Schedule in P6. The document will be up-dated on a weekly basis with monthly up-dates provided to SANBAG. The schedule is also being supplied as part of the quarterly and annual reporting. The Master Schedule will be the primary tool used to determine if the project is complying with the Project Management Plan and identifying elements which are trending away from the plan. By up-dating the schedule on a monthly basis, challenges to project delivery will be determined early on and addressed before becoming major impediments. Key critical path activities will be identified and monitored closely including but not limited to:

- Significant Risk Registry factors;
- Procurements;
- Vehicle production, delivery, testing, and start-up;
- Safety;
- Regulatory Compliance; and
- Third-party agreements and activities.

3.4 Meetings

CONSULTANT will attend meetings as requested by SANBAG and as necessary for the RPRP Project. These may include regular PDT, third-parties, regulatory agencies, operating railroads, SANBAG board and committee meetings, peer review and value engineering. The CONSULTANT will prepare meetings minutes for meetings not managed by the design consultants and construction manager.

CONSULTANT will also assist SANBAG staff in preparing committee and board agenda items and all supporting documents that may include detailed analyses, graphs and charts, Power Point presentation, graphics, and impacts to the Project funding and schedule.

3.5 Document Control

CONSULTANT will develop and maintain a document control system with all data maintained on SANBAG servers. Document control will be applied to all aspects of the Project including design, vehicle procurement, procurement, fund administration, construction, start-up, and closeout. The documents include but are not limited:

- Design – Procurements, contracts, amendments, progress reports, invoices, percent complete, design documents, specifications, and estimates;
- Construction – Procurements, contracts, amendments, final change orders, invoices with completed payment applications, and labor compliance. The Construction Manager will provide document control for detailed items such as change notices, change orders and the associated independent cost estimates, RFIs, permits, non-compliance issues, daily work reports, construction meeting minutes, payment applications, and labor compliance;
- Third-Parties – Meeting minutes, agreements, supporting documents, payment of fees, permits;
- Start-up and Safety;
- Environmental Permits and their associated requirements.

3.6 Quality Assurance/Quality Control

CONSULTANT will utilize the methods for quality assurance/quality control (QA/QC) as defined in the PMP. Regardless of the task, quality is of the utmost importance. The CONSULTANT will take all necessary action to ensure that the Project is delivered at the high quality level possible while staying within budget.

3.7 Risk Management

While the MDC will be developing and maintaining the risk registry for their respective aspect of the Project, CONSULTANT will develop and maintain the project registry that will include those aspects from the maintenance facility design, vehicle procurement, operator procurement, construction management, third-parties, as well as incorporating the registry from the MDC. CONSULTANT will provide services that include but are not limited to:

- Monitor risks identified in the risk plan and how to address the issues while updating the register;
- Identify mitigation measures to address unanticipated risks;
- Work with all parties to resolve risks; and
- Evaluate and develop recommendations for consultant and contractor claims avoidance.

3.8 Environmental

CONSULTANT will assist the MDC in obtaining all environmental permits as defined in the FEIS/FEIR document as well as any other permits identified subsequent to the document. These will include but not be limited to US Department of the Interior Fish and Wildlife, US Army

Corp of Engineers, California Department of Fish and Game, California Office of Historic Preservation, US Environmental Protection Agency, and the California Regional Water Quality Control Board.

The CONSULTANT will prepare the final Mitigation Monitoring and Reporting Program (MMRP) based on the information provided in the FEIS/FEIR. The MMRP will at a minimum specify responsible parties for compliance with each measure. The CONSULTANT will work with the final design in obtaining the necessary environmental permits.

The CONSULTANT will also monitor significant design and constructability changes to the project that may cause additional environmental re-evaluation. Should changes occur the CONSULTANT would work with the MDC in their efforts to effect the changes per requirements of the National Environmental Protection Act (NEPA) and the California Environmental Quality Act (CEQA). These changes as well as other potential environmental changes will be reflected in the Master Project Schedule and the related cost estimates.

3.9 Procurement

The construction project delivery method will be design/bid/build. CONSULTANT shall assist SANBAG in the development, review, and preparation of RFPs, IFBs, RFQs, proposals, independent cost estimates (ICE), and scopes of work for services including but not limited to design, construction, construction management, general support, vehicle procurement, safety compliance, operations, right-of-way acquisition, legal representation, and the development of specifications and special conditions. CONSULTANT will also provide review of the contracts for inclusion of the proper language to ensure the projects may be reimbursed from differing local, state, and federal funding sources. This task includes developing and maintaining a list of potential proposers or bidders and ensuring procurement notices are advertised on websites and in local, regional, and national publications. The CONSULTANT will assist with responses to proposer/bidder questions and requests for clarification, attend all pre-proposal and pre-bid meetings, maintain records of all Invitation For Bid (IFB) documents including but not limited to special conditions, addenda, plans, specifications, reference materials, and bid results including a breakdown of costs per bidder per bid item.

3.10 Performance Evaluation

The CONSULTANT will provide assistance in reviewing project consultant and construction contract requirements. This may include the following.

- Consultants - review of invoices, progress reports, schedules, budgets, scope of work and scope creep, and contract amendments;
- Contractors - payments requests, labor compliance, schedules, Buy America and other FTA requirements, change orders, permits; and
- Third-Parties – Utility relocations, right-of-way acquisition, design requirements and changes.

3.11 Design

After the operating plan is determined, CONSULTANT will assist SANBAG with the oversight of the final design for infrastructure improvements related to the Project. The MDC will prepare the final design to include but not limited to track, grade crossings, bridges, communications and signals, architecture, grading, utilities, roadways, and stations. This task includes reviewing of monthly invoices, providing input to the project master schedule and QA/QC of the various design packages. A key component of this task is to ensure the different design teams create a unified final design that will be constructed in an efficient and expeditious manner.

The CONSULTANT will also review work products prepared and work performed by consultants and contractors during the project development and implementation phases. This will include at a minimum validation of design criteria, design integration with other stakeholders, design changes, value engineering, costs estimates, and consistency. Some limited constructability review will be required by the CONSULTANT since the CM will be conducting a detail review. At the request of SANBAG, CONSULTANT will conduct workshops for various activities such value engineering and peer reviews. The CONSULTANT will also ensure that all designs comply with all regulatory requirements such as MAP21, ADA, Buy America, as well as Code of Federal Regulations, CPUC General Orders, and any other federal, state, or local laws and regulations that are applicable to the RPRP project.

The CONSULTANT will review and provide written and verbal comments to SANBAG and its consultants and contractors. Follow-up meetings or conference calls may be necessary for resolution of the comments. The CONSULTANT will have personnel with the capabilities and experience of the subject fields that are required for review. At a minimum the technical oversight areas include:

- Guideway and Track – track, special trackwork, bridges, grade crossings, structures, drainage, right-of-way, and clearances;
- Stations – Stations, platforms, shelters, amenities, lighting, accessibility, landscape and irrigation, and signage;
- Facilities, Yards, and Shops – Maintenance facilities and equipment, storage facilities, administration facilities, architecture, track realignment, systems, and utilities;
- Sitework, Utilities – Demolition, clearing, earthwork, utilities, drainage, retaining and sound walls and other site structures, landscaping, and drainage;
- Systems – Train communications and signals, roadway traffic control systems, grade crossing warning devices, PTC, fare collection, passenger information systems, public address system, and security systems;
- Vehicles – Rehabilitation of commuter rail car equipment, diesel locomotives, DMUs including performance and compliance with FRA and CPUC regulations; and
- Professional Services – Project development including engineering and construction, system start-up, system safety, revenue operations, and maintenance.

3.12 California Public Utilities Commission (CPUC) and Quiet Zone Applications

CONSULTANT shall coordinate and prepare all appropriate applications and support material to obtain authorization to construct the project from the CPUC, including General Order 88B and 75 Applications. The CONSULTANT shall prepare all applications and support material, including calculations, and coordinate with the Cities of Redlands and San Bernardino to implement Quiet Zones at all of the estimated 25 highway-rail at-grade crossings along the Project.

3.13 Vehicle Acquisition

CONSULTANT shall assist SANBAG with the acquisition, manufacturing QA/QC, and acceptance testing of revenue vehicles for the Project. The CONSULTANT will assist SANBAG in managing the VPC. SANBAG is currently studying various vehicle options to determine the best mix of equipment. Broadly speaking, the options under consideration are either Locomotive Hauled Coaches/LHC or Diesel Multiple Unit/DMU or a mixture of both. The study is also looking at the life cycle costs verses benefits or using new or rehabilitated equipment. As the study progresses, other options may be considered. All diesel equipment must comply with the EPA Tier 4 emission standards.

3.14 Right-of-Way Acquisition

Right-of-way acquisition will be administered by the MDC. The CONSULTANT will assist SANBAG and its outside legal counsel as necessary in managing the acquisitions. This assistance may include but not be limited to the general review of appraisals, hazardous material site assessments, title and escrows, relocation assistance, lease negotiations, utility relocations, eminent domain and support. The CONSULTANT will track all costs; assist with payment of settlement agreements, and controlling final recorded right-of-way documents.

3.15 System Safety

Assist SANBAG in the development and implementation of a public safety awareness campaign along the corridor. The corridor is underutilized currently and with the implementation of this project and its related services, outreach will be necessary to increase the public's awareness of safety issues. SANBAG will procure a separate public outreach consultant, however, these activities will be for general awareness of the project from design through construction. CONSULTANT, with assistance from the SANBAG public outreach consultant, will take the lead on administering the public safety awareness campaign. System safety itself is for internal safety procedures.

The public safety awareness campaign will include working with such entities as the California Operation Lifesaver (CAOL), local school districts, professional drivers, transit providers, operating railroads, cities, esri, and the University of Redlands to educate the surrounding community regarding the implementation of the service and how to safely negotiate the rail system.

The CONSULTANT will prepare and administer a system-wide public rail corridor safety program as well as individual programs for specific issues that may arise. Develop and implement a System Safety Program Plan (SSPP) per 49CFR Parts 239, 270, CALOSHA and APTA guidelines for the Project. The SSPP is a requirement of both the FRA for operations and FTA for funding purposes. It details the methods to be used to develop and maintain a culture of safety on the Project and through-out SANBAG. This task includes the on-going safety oversight of contractors, verifying all staff and contractors receive proper safety training before entering a work site. It also includes the development of the Passenger Train Emergency Preparedness Plan (PTEPP) required before the implementation of service for the Project. The creations of the Safety Committee, performance of hazard analysis, training of first responders are all items that will be addressed in the SSPP.

3.16 Third-Party Agreements and Coordination

CONSULTANT will assist and manage the process of developing and finalizing all third-party agreements. This will include working with SANBAG staff, in-house and outside legal counsel, stakeholders, and the third-parties. Some of the older agreements such as those for the grade crossings will be terminated with new ones taking their place using new agreements and templates recently adopted by SANBAG. The anticipated agreements and coordination include but are not limited to:

- Closure of grade crossings;
- Replacement agreements for grade crossings;
- Construction and Maintenance agreements;
- Amendment to the existing SANBAG/BNSF Shared Use Agreement for maintenance, construction, and operations;
- New and relocated utilities;
- Station designs, construction, maintenance, and security for the esri and University of Redlands stations;
- Transit Oriented Development and other land use agreements with the Cities of San Bernardino and Redlands;
- Operating, maintenance, and funding agreements with the Southern California Regional Rail Authority;
- Acquisition or use of radio frequencies to support railroad communications;
- Vehicle procurement agreements;
- Operator procurement agreements;
- Agreements with funding and regulatory agencies; and
- Modifications to fixed route bus service to provide service to new rail stations.

3.17 Public Outreach

SANBAG anticipates separately procuring Outreach/Public Information services. CONSULTANT shall provide support to SANBAG for public outreach, including but not limited to the public in general, local agencies, cities, operating railroads, and third-parties. This task also includes assisting SANBAG in branding the new service during the design and construction phases of the Project. The consultant will provide the bulk of the work for this task

with over-sight and guidance from SANBAG's public information staff. The CONSULTANT will also produce graphics, presentations, and notifications in support of SANBAG. Arrange meetings and locations, prepare agendas, refreshments as necessary, record taking, room preparation, and cleanup. Prepare a set of meeting notes of each meeting, along with the resolution of issues. Provide the necessary staff at meetings as requested by SANBAG. The CONSULTANT will also assist SANBAG staff in developing and maintaining a project website as well as updated the site on a monthly basis.

3.18 Construction Management

The construction management consultant will be providing constructability reviews; however, the CONSULTANT will coordinate all constructability issues identified with each of the design consultant for a satisfactory resolution. The goal of this process is to identify cost effective approaches to deliver the RPRP.

The constructability analysis will include a review of clarity and completeness of drawings, technical specifications, and all contractual components that may affect the delivery of the Project. The analysis will include an evaluation of the reasonableness of construction techniques and sequencing, maintenance of vehicular and rail traffic, alternative construction methods, minimization of temporary construction easements, construction sequencing and scheduling, construction staging and laydown areas, impact of Positive Train Control, railroad absolute work windows, roadway worker safety requirements per 49 CFR 213, environmental compliance, and bidding conflicts with other projects from other agencies.

After the opening of construction bids but before the start of construction, the design consultant will prepare conformed drawings, which will incorporate all addenda during the bid process. The PMC will assemble all conformed drawings and other bid documents into one PDF version electronic file. CONSULTANT will then distribute this file to the project team including SANBAG, MDC, CM, MFDC, and VPC.

CONSULTANT will also be responsible for compiling all as built (or record drawings) and ensuring their accuracy. This will include gathering the necessary documentation from consultants, contractors, third-parties, and other entities during the implementation of the Project and to assemble the final as-builts at the end of the Project. The CONSULTANT will provide one hard copy of marked-up as-builts (or record drawings) and specifications, and one finalized set of drawings and specifications. The latter will also include both the original electronic version such as Word and MicroStation and a PDF version.

3.19 Operations, Start-Up, and Testing

CONSULTANT will assist SANBAG in the implementation of revenue passenger service. This task starts with developing the service and operating plans, which drive the location of track capacity improvements, size of the revenue equipment fleet, and the size and capabilities of the maintenance and storage facility. Included is the coordination and approval of operating and safety documents required by the Federal Railroad Administration (FRA) and verifying compliance with California Public Utilities Commission (CPUC) General Orders. The FRA is

considering revising the requirements of 49 CFR Part 238 regarding the use of diesel multiple unit (DMU) vehicles on mainline railroads. The PMC will assist SANBAG and its VPC in obtaining all necessary waivers for the acceptance and operations of the Project vehicles.

This task is focused on train and engine crew training and certification, pre-revenue operations, standard operating procedures, mechanical facility set-up, testing of dispatching, TVMs, CCTV, and communication systems. CONSULTANT will also prepare and assist SANBAG with all necessary documentation for the safety certification process, timetable, special instructions, and other operating documents necessary for compliance with the FRA and CPUC. The CONSULTANT at a minimum will provide SANBAG with:

- Operating Plan
- Equipment Cycles Plan
- Monitoring of changes in FRA/FTA/CPUC regulations
- FRA required new passenger railroad filings (overview list at end of SOW)
- CPUC required filings
- Vehicle waivers (if required)
- Pre-Revenue Service Plan
- Pre-Revenue Training Plan
- Fire-Life Safety and Training Plan
- Safety Certification
- Pre-Revenue Operations
- Pre-Revenue Special Operations

The CONSULTANT will provide support to SANBAG in the operation, record keeping, and management of committees related to the RPRP. This task includes developing committee meeting agendas, preparing meeting notes, and organizing the necessary committees required to perform safety certification, system integration testing, and coordinate various project phases. At a minimum the committees and area of responsibility include:

Rail Activation, Planning, and Operations Committee

Meets quarterly until last year of project, bi-weekly thereafter to discuss FRA and CPUC compliance, maintenance, and layover facility start-up, crew training, equipment acceptance testing, pre-revenue and revenue scheduling, timetables, general operating rules, and special instructions.

Fire Life Safety and Security Committee

Meets monthly as a forum for designers, contractors, and first responders to discuss meeting fire, security, and safety regulations related to the RPRP.

System Integration Testing Committee

Meets monthly until last year of project, monthly thereafter or more frequently to discuss issues related to testing of signal, communication, PTC, CCTV, dispatching, etc.

System Safety and Certification Committee

Meets monthly to review certification testing program and to ensure all project elements have been properly inspected for conformance to project specifications, appropriate regulations, and industry standards and to obtain approval from the necessary regulatory authority.

3.20 Operation and Maintenance

In conjunction with SANBAG, MDC, CM, VPC, and other necessary stakeholders, CONSULTANT will develop an Operations and Maintenance Plan (O&M). The operations plan will include hours of daily service, service frequencies, station location, vehicle requirements, vehicle deadhead moves, staffing needs, operating cost estimates, security and ticketing requirements, communications, and management. The maintenance plan will include facility requirements, preventive and corrective maintenance, vehicle rehabilitations and inspection requirements, vehicle/component repair and replacement, items requiring off-site repairs or replacements, bridge management, State of Good Repair Plan, and Asset Management Plan. All aspects of the O&M plan will comply with all regulatory requirements.

3.21 Operation Procurement

Early during the development of the RPRP, SANBAG will determine what type of service and how the service will be delivered. As described in the draft environmental document, different types of services were considered. Two in particular include, 1) continuing some of the Metrolink trains from San Bernardino to Redlands with DMUs supplementing the service operating back and forth between San Bernardino and Redlands, and 2) operating DMUs only between the two cities.

CONSULTANT will assist with the development of operational agreements. The Task may include assisting in the preparation of the RFP for a contract operator for train operations, maintenance of train equipment, maintenance of infrastructure such as facilities, track, bridges, signals, and communications, and dispatching.

3.22 Project Closeout

The CONSULTANT will conduct a contract close out process that will include the oversight of all other consultants. This close-out process will be commensurate with the requirements, regulators and SANBAG and will include but not limited to as-built design drawings, utility as-built drawings, specifications, final inspections, project acceptance by all stakeholders, testing, resolution of all outstanding contractual issues, warranties and guarantees, lien releases, labor compliance, claims, and final payments.



Minute Action

AGENDA ITEM: 9

Date: *February 4, 2015*

Subject:

Fiscal Year 2014/2015 Section 5310 Funding Award

Recommendation:

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

- A. Approve the Fiscal Year 2014/2015 Federal Transit Administration Section 5310 Program of Projects for San Bernardino County as identified in Attachment A.
- B. Adopt Resolution No. 14-031 certifying the projects awarded for funding meet the requirements of the Section 5310 requirements and are consistent with the Regional Transportation Plan.

Background:

The Federal Transit Administration (FTA) Section 5310 Grant Program (Section 5310 Program) was established in 1975 and has been administered in California by Caltrans since its inception. This program provides funds to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services. The Moving Ahead for Progress in the 21st Century Act (MAP-21) repealed the New Freedom Program (formerly FTA Section 5317) and merged it with the expanded Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. In addition, MAP-21 established formula funding to large urbanized areas (UZAs) as opposed to a state-wide call for projects.

On June 6, 2014, the final FTA Circular C9070.1G was published, incorporating eligible projects from the repealed New Freedom Program into the new Section 5310 Program. The vehicle projects and related equipment under the previous Section 5310 Program are now called Traditional 5310 Projects and comprise at least 55 percent of the available funding. The former New Freedom Program projects (such as projects that exceed the requirements of the Americans with Disabilities Act and mobility management) are now classified under Expanded 5310 Projects and comprise up to 45 percent of available funding.

As identified in the Memorandum of Understanding No. 15-1001089 approved by the SANBAG Board on November 5, 2014, Caltrans is the Designated Recipient for the Section 5310 Program in San Bernardino County and is responsible for executing Standard Agreements with the sub-recipients, monitoring, inspections, and implementation. San Bernardino Associated Governments (SANBAG), acting as the County Transportation Commission, is responsible for the pre-executed grant process including the call for projects.

On November 5, 2014, SANBAG issued a call for projects for the available Section 5310 Program funding. Eligible applicants include private non-profit organizations, public agencies where no private non-profits are readily available to provide the proposed services,

Entity: CTC

public agencies that have been approved by the State to coordinate services, and transit operators.

In Table 1.1 below, approximately \$2.1 million is available for programming this grant cycle.

Table 1.1 – San Bernardino County Urbanized Areas

SANBAG's Urbanized Areas				
Available Funding	Riverside - San Bernardino UZA	Los Angeles/Long Beach, Anaheim UZA	Victor Valley UZA	TOTAL FUNDS AVAILABLE FOR SAN BERNARDINO COUNTY
FY 2013	\$458,380	\$363,355	\$215,545	\$1,037,280
FY 2014	\$479,351	\$349,872	\$238,691	\$1,067,884
Two-Year Total Available Funding	\$937,731	\$713,197	\$454,236	\$2,105,164

This year SANBAG staff along with, AMMA Transit Planning, a consultant, and staff from Riverside County Transportation Commission (RCTC) scored each project and based on those scores recommend approval of the projects shown in Attachment A.

A total of 16 agencies located in San Bernardino County submitted grant applications requesting \$4,580,331 for 27 projects. This was \$2,474,536 more than funding available. Staff also received six applications for the rural component of FTA Section 5310, which are scored and awarded by Caltrans. Staff will be working with these applicants to increase their competitiveness prior to submission to Caltrans.

At this time, staff requests that the Board, acting as the County Transportation Commission, approve the FTA Section 5310 San Bernardino County Program of Projects and adopt Resolution No. 14-031, certifying the projects awarded for funding are eligible and consistent with the Regional Transportation Plan.

Financial Impact:

There is no formal impact on the SANBAG budget. Administration of the FTA Section 5310 grant program is consistent with the approved SANBAG fiscal year 2014/2015 Budget Task No. 0501.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. SANBAG's General Counsel has reviewed this item and the resolution.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:

RESOLUTION NO. 14-031

**RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION
COMMISSION AWARDING FTA SECTION 5310 FUNDING FOR 2014-2015
PROGRAM YEAR**

WHEREAS, the local review committee of San Bernardino County (“Committee”) is charged with reviewing applications for Federal Transit Administration’s Section 5310 funding for transportation services to meet the needs of seniors and persons with disabilities for whom public transportation services are otherwise unavailable, insufficient or inappropriate; and

WHEREAS, the Committee has received Section 5310 funding requests for 27 projects from 16 agencies in San Bernardino County; and

WHEREAS, the Committee has scored each such request; and

WHEREAS, San Bernardino County Transportation Commission adopted the scores and ranking of the applications as determined by the Committee; and

WHEREAS, the Section 5310 process, as interpreted in Federal Transit Administration Circular 9070.1G, Section IV, requires the County Transportation Commission to include in the Federal Transportation Improvement Program each project awarded Section 5310 funding and to certify by resolution that the evaluated projects are derived from a locally developed, coordinated public transit-human services transportation plan.

NOW, THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Commission (“Commission”), the county regional transportation planning agency:

Section 1. The Commission makes the following findings:

- a. That the selected projects would address needs identified in the locally developed, coordinated public transit-human services transportation plan for San Bernardino County;
- b. That the process conducted to develop the funding award list complies with all applicable State, Federal and Southern California Association of Governments (acting as the metropolitan planning organization) regulations;
- c. That the applicants for this funding meet Section 5310 eligibility requirements; and
- d. That these projects are consistent with the Southern California Association of Governments Regional Transportation Plan and will be included in the Federal Transportation Improvement Program (FTIP).

Section 2. The San Bernardino County Fiscal Year 2014-2015 Section 5310 funding award list, attached as Attachment A, is hereby adopted.

Section 3. Each of the projects awarded Section 5310 funding by Caltrans will be included in the Regional Transportation Improvement Program adopted for San Bernardino County.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission at its regular meeting held February ____, 2015.

L. Dennis Michael, President

ATTEST:

Vicki Watson,
Clerk of the Board

**ATTACHMENT A
To Resolution 14-031**

Section 5310 Funding Award List

SB Valley West - TRADITIONAL

Agency	Score	Project	5310 Amount
OPARC	82	Service Expansion - Small Bus	\$ 60,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 97,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 90,533.00
YMCA - Rancho/Fontana	79	Service Expansion - Large Bus	\$ 73,000.00
YMCA - Ontario/Montclair	79	Service Expansion - Minivan	\$ 50,600.00
YMCA - Rancho/Fontana	73	Equipment - Mobile Radio	\$ 1,000.00
City of Montclair	71	Replacement - Large Bus	\$ 73,000.00
Total Award			\$ 445,133.00

SB Valley West - EXPANDED

Agency	Score	Project	5310 Amount
VetLink	85	Mobility Management - VetLink	\$ 78,452.00
YMCA - Rancho/Fontana	85	Senior Transportation	\$ 32,861.00
OPARC	70	DD Program Transportation	\$ 60,600.00
PVW	69	DD Program Transportation	\$ 96,151.00
Total Award			\$ 268,064.00

SB Valley East - TRADITIONAL

Agency	Score	Project	5310 Amount
OPARC	84	Service Expansion - Small Bus	\$ 60,000.00
OPARC	84	Service Expansion - Small Bus	\$ 60,000.00
OPARC	84	Service Expansion - Small Bus	\$ 60,000.00
City of Fontana	84	Service Expansion - Large Bus	\$ 73,000.00
City of Fontana	84	Service Expansion - Large Bus	\$ 73,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 97,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 97,000.00
Omnitrans	81	Replacement - Large Bus CNG	\$ 55,689.00
City of Fontana	73	Equipment - Software	\$ 34,000.00
Total Award			\$ 609,689.00

SB Valley East - EXPANDED

Agency	Score	Project	5310 Amount
VetLink	85	Mobility Management - VetLink	\$ 193,259.00
OPARC	70	DD Program Transportation	\$ 61,798.00
IVDARS	54	Rehab Transportation	\$ 72,984.00
Total Award			\$ 328,041.00

Victor Valley - TRADITIONAL			
Agency	Score	Project	5310 Amount
VVTA	87.00	Replacement - Large Bus	\$ 194,000.00
VVTA - Travel Training	85.00	Travel Training	\$ 68,979.00
Total Award			\$ 262,979.00

Victor Valley - EXPANDED			
Agency	Score	Project	5310 Amount
Foothill AIDS	78.50	HIV/AIDS Transportation	\$ 74,620.00
VVTA - TRIP	77.00	Fixed Route Travel Training	\$ 35,895.00
VVCSC	75.75	Senior Transportation	\$ 80,742.00
Total Award			\$ 191,257.00

Attachment: Attachment A SANBAG Award for FY13 & FY14 Funding (1592 : Section 5310 Awarded Projects)

Minute Action

AGENDA ITEM: 10

Date: *February 4, 2015*

Subject:

Transit and Rail Fiscal Year 2014/2015 Department Budget Amendment

Recommendation:

That the Board, acting as the San Bernardino County Transportation Commission, approve a budget amendment to the SANBAG Fiscal Year 2014/2015 Budget to increase Task No. 0310 Transit Operating by \$25,835 in Victor Valley Project Development and Traffic Management Systems funds and \$6,868 in North Desert Project Development and Traffic Management Systems funds for the Victor Valley Transit Authority Vanpool Program.

Background:

In accordance with Contract No. C13029, San Bernardino Associated Governments (SANBAG) agreed to pay Victor Valley Transit Authority (VVTA) a portion of the local match for their Federal Transit Administration (FTA) vanpool program grant. Staff is requesting an amendment to the SANBAG Fiscal Year (FY) 2014/2015 Budget to increase Task No. 0310 Transit Operating by \$25,835 in Victor Valley Project Development and Traffic Management Systems funds and \$6,868 in North Desert Project Development and Traffic Management Systems funds so that SANBAG can pay VVTA the final invoice amount on Contract No. C13029. The final invoice was expected in FY 2013/2014 but came in early FY 2014/2015. The proposed budget amendment does not increase the initial commitment that SANBAG provided to this project.

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 adopted budget. Budget amendments have been requested in the recommendation.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
 Board of Directors
 Date: February 4, 2015

Witnessed By:

Entity: CTC

Minute Action

AGENDA ITEM: 11

Date: *February 4, 2015*

Subject:

New Project Funding Agreement for Yucca Loma Road in the Town of Apple Valley

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Allocate \$3,597,480.00 in Victor Valley Major Local Highway Program funds to the Town of Apple Valley for the Yucca Loma Road Project.
- B. Approve Funding Agreement 15-1001116 in the amount of \$3,597,480.00 with the Town of Apple Valley for the Yucca Loma Road Project.
- C. Approve a budget amendment to increase Task 0516 Measure I Mountain/Desert Apportionment and Allocations with \$3,597,480.00 from Measure I Victor Valley Fund – Major Local Highway Bond.

Background:

On September 17, 2014, the Victor Valley Subarea representatives met and approved the addition of the Yucca Loma Road Project to the subarea's Major Local Highway Program project list and also approved the allocation of the public share beginning in Fiscal Year 2014/2015.

The Yucca Loma Road Project is the eastern-most phase of the Yucca Loma Corridor project and will replace an existing two lane road with a four lane road between its western terminus at the Yucca Loma Bridge to Apple Valley Road. The Town of Apple Valley is ready to advertise the project and start construction in Spring 2015. Construction is expected to be completed in time for the grand opening of the Yucca Loma Bridge/Yates Road projects.

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget. A budget amendment is required to increase Task No. 0516 by \$3,597,480.00 from Fund 6310 Victor Valley Fund - Major Local Highway Bond.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 16, 2015. SANBAG General Counsel has reviewed this item and the draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Entity: CTA

Board of Directors Agenda Item
February 4, 2015
Page 2

Approved
Board of Directors
Date: February 4, 2015
Witnessed By:

11.a

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CONTRACT SUMMARY SHEET

Contract No. C 15-1001116 Amendment No. _____

By and Between

San Bernardino Associated Governments and Town of Apple Valley

Contract Description Funding Agreement Yucca Loma Road

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: Approve allocation, funding agreement and budget amendment

Is this a Sole-Source procurement? Yes No N/A

CONTRACT OVERVIEW					
Original Contract Amount	\$	3,597,480.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	3,597,480.00	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 3,597,480.00

Contract Start Date 1/7/15	Current Contract Expiration Date 12/31/18	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0516.
 A Budget Amendment is required.
 How are we funding current FY? Victor Valley 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
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Provide Brief Overview of the Overall Funding for the duration of the Contract:
 Measure I Victor Valley MLHP Funds
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal ____ %

Ellen Pollema <i>Ellen Pollema</i>	<i>Ellen Pollema</i> 1/16/15
Project Manager (Print Name) <i>Andrea Zureick</i>	Signature <i>Andrea Zureick</i> Date 1/16/15
Task Manager (Print Name) <i>Andrea Zureick</i>	Signature <i>Andrea Zureick</i> Date 1/16/15
Dir. of Fund Admin. & Programming (Print Name) <i>Jessy Hill</i>	Signature <i>Jessy Hill</i> Date 12/7/15
Contract Administrator (Print Name) <i>W STANWICK</i>	Signature <i>W Stanwick</i> Date 1/28/15
Chief Financial Officer (Print Name)	Signature _____ Date _____

PROJECT FUNDING AGREEMENT NO. 15-1001116

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

TOWN OF APPLE VALLEY

FOR

THE YUCCA LOMA ROAD PROJECT
IN THE TOWN OF APPLE VALLEY

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 APPLE 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 Victor Valley Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Victor Valley Subarea Major Local Highway Program (“MLHP”) funds; and
- B. AUTHORITY prepared a study referenced herein as the Nexus Study dated November 2, 2011, and, in accordance with the Measure I 2010-2040 Expenditure Plan, that identified for projects located in TOWN the AUTHORITY Public Share as 45% and the TOWN Developer Share as 55%; and
- C. The Yucca Loma Road Project in the Town of Apple Valley (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- D. TOWN identified a need of \$3,597,480 to complete construction of the PROJECT; and
- E. The Victor Valley Subarea transportation planning partners have identified this PROJECT as eligible for partial funding in an amount up to \$3,597,480 from Measure I 2010-2040 MLHP funds for the PROJECT; and

F. On February 4, 2015, AUTHORITY's Board of Directors approved allocation of \$3,597,480 in Victor Valley Subarea MLHP funds for the PROJECT; and

G. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan including the use of Development Impact Fees by TOWN to pay its share of PROJECT costs; and;

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

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

J. AUTHORITY and TOWN are entering into this Agreement with the understanding that AUTHORITY will reimburse TOWN for eligible PROJECT expenditures with MLHP 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 up to a maximum of \$3,597,480 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount without an amendment to this agreement.
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 expenditures that were incurred by TOWN up to a maximum of \$3,597,480, 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. To 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 all project costs in excess of \$3,597,480 in MLHP funds absent approval of an additional allocation from the AUTHORITY Board of Directors.
3. To be responsible for expending that portion of the eligible PROJECT expenses, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$3,597,480 in MLHP Funds. Expenses relative to time spent on the PROJECT by TOWN are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.
4. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
5. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT 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.
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 the PROJECT work funded under this Agreement. 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, 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 all eligible costs by AUTHORITY or June 30, 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. After providing notice and an opportunity to cure, as further set forth herein, 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. If a breach is curable, prior to any such

termination, AUTHORITY shall provide TOWN written notice of default, and allow TOWN thirty (30) days opportunity to cure any breach prior to termination. If a breach is capable of cure but, by its nature, cannot be cured within thirty (30) days, such additional period of time shall be allowed as may be reasonably necessary to cure the breach so long as the TOWN commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

9. The failure of performance by either Party hereunder shall not be deemed to be a default where delays or defaults are due to the following force majeure events: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); provided that such force majeure events are beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such force majeure event shall be for the period of the forced delay and shall commence to run from the time of the commencement of the force majeure event, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the force majeure event. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties, provided that the term of this Agreement may be extended only by a duly authorized written amendment to this Agreement.
10. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
11. Attachment A, The Yucca Loma Road Project, (Description of Project and Milestones), and Attachment B, The Yucca Loma Road Project (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
12. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROJECT FUNDING AGREEMENT NO. 15-1001116**

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

TOWN OF APPLE VALLEY

By: _____
L. Dennis Michael, President
Board of Directors

By: _____
Larry Cusack
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
John Brown
TOWN Counsel

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment A

YUCCA LOMA ROAD PROJECT Description of Project and Milestones

Project Title			
YUCCA LOMA ROAD PROJECT			
Location, Project Limits, Description, Scope of Work, Legislative Description			
In Apple Valley, from Western Terminus of Yucca Loma Road to Apple Valley Road, widen from 2 to 4 lanes			
Component	Implementing Agency		Reimbursements
PA&ED	TOWN OF APPLE VALLEY		
PS&E	TOWN OF APPLE VALLEY		
Right of Way	TOWN OF APPLE VALLEY		
Construction	TOWN OF APPLE VALLEY		
Legislative Districts			
	Assembly:	33	Senate: 21
	Congressional:	8	
Purpose and Need			
<p>The purpose and intent of the project is to create an additional east/west corridor through the Victor Valley. This project is a component of the larger Yucca Loma Corridor (the four individual projects are: Green Tree Blvd., Yates Road, Yucca Loma Bridge, and Yucca Loma Road) that ties the Town of Apple Valley to the City of Victorville and the LaMesa/Nisqualli Road Interchange.</p>			
Project Benefits			
<p>The benefits of the new corridor are region wide, and serve anyone who drives, works, or operates a business in the Victor Valley. The benefit of this project is traffic congestion relief, and traffic congestion affects nearly everyone, but perhaps especially those residents and business owners in Victorville who must endure it on a daily basis. The residents of Apple Valley and Spring Valley Lake are obviously going to benefit from this new east-west connection.</p>			
Project Milestone			Proposed
Project Study Report Approved			N/A
Begin Environmental (PA&ED) Phase			10/1/2007
Circulate Draft Environmental Document	Document Type	N/A	2/10/2007
Draft Project Report			N/A
End Environmental Phase (PA&ED Milestone)			1/7/2011
Begin Design (PS&E) Phase			1/10/2011
End Design Phase (Ready to List for Advertisement Milestone)			2/10/2015
Begin Right of Way Phase			2/1/2014
End Right of Way Phase (Right of Way Certification Milestone)			12/12/2014
Begin Construction Phase (Contract Award Milestone)			4/20/2015
End Construction Phase (Construction Contract Acceptance Milestone)			2/12/2016
Begin Closeout Phase			2/15/2016
End Closeout Phase (Closeout Report)			4/15/2016

ATTACHMENT B
YUCCA LOMA ROAD PROJECT
TOWN OF APPLE VALLEY

Summary of Estimated Costs

Component	Total Cost	AUTHORITY Share(1)	TOWN Share	SAFE ROUTES TO SCHOOL Grant Funds	COUNTY (2) Storm Drain Funds	FEDERAL Demo Funds
Construction & Construction Mgt.	\$ 13,294,400.00	\$ 3,597,480.00	\$ 4,396,920.00	\$1,100,000	\$ 3,450,000.00	\$ 750,000.00
Total	\$ 13,294,400.00	\$ 3,597,480.00	\$ 4,396,920.00	\$ 1,100,000.00	\$ 3,450,000.00	\$ 750,000.00

(1) AUTHORITY’s Share can be 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 other funds without necessitating an amendment of this agreement.

(2) The COUNTY Flood Control Funds are for specific bid items related to the flood control work.

Attachment: C15-1001116 Yucca Loma Road SANBAG FINAL [Revision 1] (1587 : New Contract Yucca Loma Road MLHP Funding Agreement)

Minute Action

AGENDA ITEM: 12

Date: *February 4, 2015*

Subject:

Allocation to North First Avenue Overhead Bridge over the BNSF Railroad and Project Funding Agreement

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Allocate \$4,927,092 in North Desert Subarea Major Local Highway Program funds to the City of Barstow for the North First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088 Project.
- B. Approve Funding Agreement 15-1001119 in the amount of \$4,927,092 with the City of Barstow for the North First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088 Project.
- C. Approve a budget amendment to increase Task 0516, Measure I Mountain/Desert Apportionment and Allocations with \$65,000 of 4330 – North Desert Subarea Major Local Highway Program funds.

Background:

The North First Avenue Overhead Bridge Project will replace an existing two-lane bridge over the BNSF tracks in the City of Barstow. The Project location is shown in Exhibit 1. The Project has been awarded Highway Bridge Program (HBP) Funds by the California Department of Transportation, and the City of Barstow has already begun the environmental phase of the project. The City has requested an allocation of \$4,927,092 North Desert Subarea Major Local Highway funds to provide the required local match to the HBP Funds in final design, right-of-way, and construction. The total cost of these phases is estimated to be \$42,732,800. Construction is anticipated to begin in Fiscal Year 2016/2017.

North Desert Subarea representatives met on October 29, 2014, and concur with the recommended allocation.

Entity: CTA

Board of Directors Agenda Item
February 4, 2015
Page 2

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget. A budget amendment is required to increase Task No. 0516 by \$65,000 from Fund 4330 - North Desert Subarea Major Local Highway Program funds.

Reviewed By:

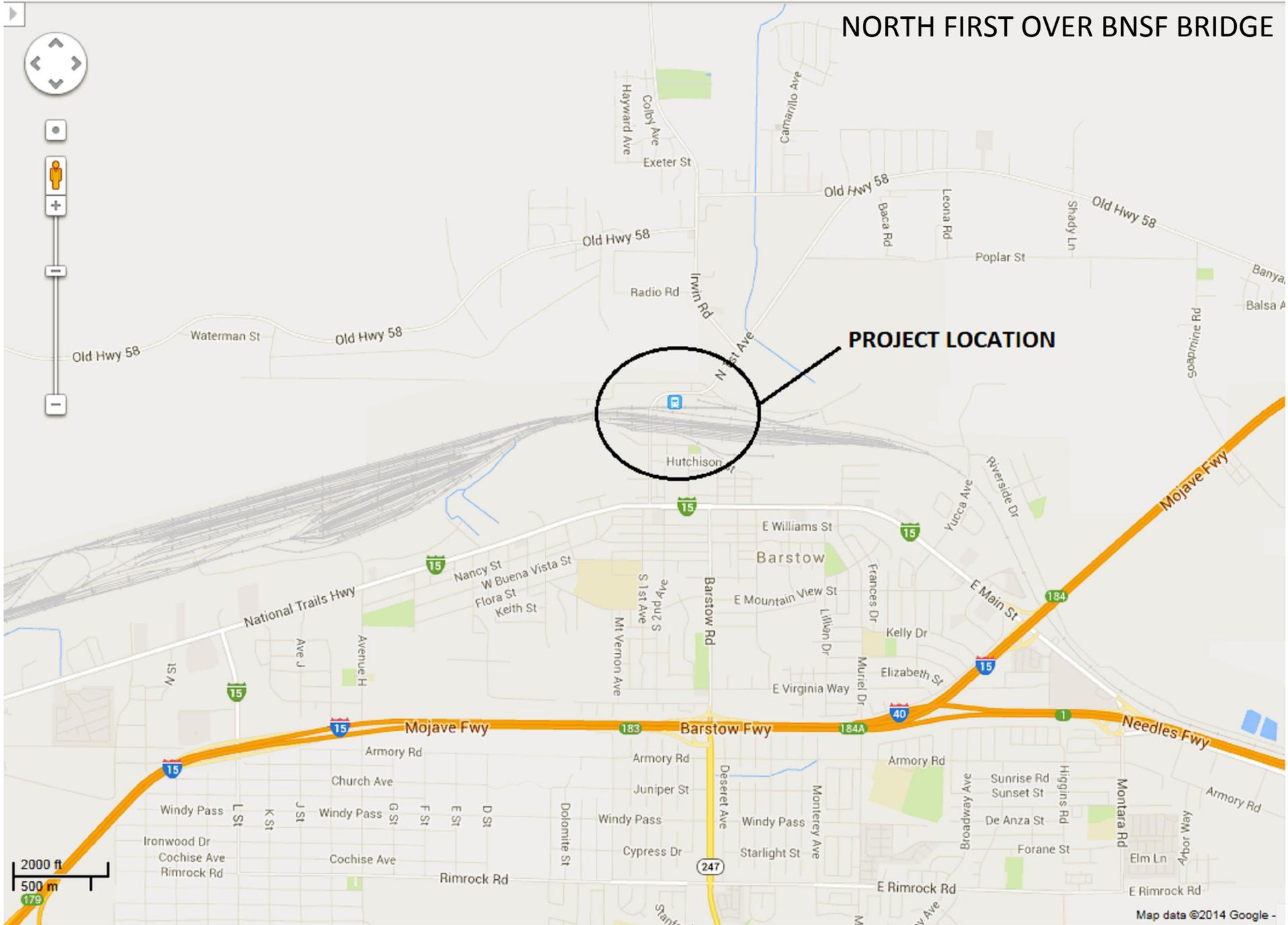
This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 16, 2015. This item and the draft agreement have been reviewed by SANBAG General Counsel.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:



Attachment: Exhibit 1 - North First BNSF Bridge Location (1585 : New Contract North First Avenue BNSF



CONTRACT SUMMARY SHEET

Contract No. C 15-1001119 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of Barstow

Contract Description Funding Agreement First Avenue Overhead Bridge over the BNSF Railroad Bridge No. 54C-0088

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: Approve allocation, funding agreement and budget amendment

Is this a Sole-Source procurement? Yes No N/A

CONTRACT OVERVIEW					
Original Contract Amount	\$	4,927,092	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	4,927,092	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	4,927,092

Contract Start Date 2/4/15	Current Contract Expiration Date 12/31/21	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0516.
 A Budget Amendment is required.
 How are we funding current FY? North Desert 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 North Desert MLHP Funds
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Ellen Pollema		12/19/14
Project Manager (Print Name)	Signature	Date
Andree Turcick		12-19-14
Task Manager (Print Name)	Signature	Date
Andree Turcick		12-19-14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery H. H.		12/19/14
Contract Administrator (Print Name)	Signature	Date
W. Stawarski		12/15/15
Chief Financial Officer (Print Name)	Signature	Date

PROJECT FUNDING AGREEMENT NO. C15-1001119

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BARSTOW

FOR

**NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD
BRIDGE NO. 54C-0088
IN THE CITY OF BARSTOW**

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 BARSTOW (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 North Desert Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 North Desert Subarea Major Local Highway Program (“MLHP”);
- B. The NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 in the City of Barstow (“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 North Desert Subarea MLHP funds;
- D. On February 4, 2015, AUTHORITY’s Board of Directors approved allocation of \$4,927,092 in North Desert Subarea MLHP funds for the PROJECT;
- 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; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY for eligible PROJECT 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 up to a maximum of \$4,927,092 in MLHP Funds. An estimate of costs for the PROJECT 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 expenditures that were incurred by CITY up to a maximum of \$4,927,092, 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 \$4,927,092 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT 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 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, 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 December 31, 2021, 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 NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088, (Description of Project and Milestones), and Attachment B, NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF BARSTOW

By: _____
L. Dennis Michael, President
Board of Directors

By: _____
Julie Hackbarth-McIntyre
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Terry Highsmith
CITY Attorney

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: Contract 15-1001119 (1585 : New Contract North First Avenue BNSF Bridge Project)

Attachment A

NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 CITY OF BARSTOW

Description of Project and Milestones

Project Title			
NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088			
Location, Project Limits, Description, Scope of Work, Legislative Description			
<p>The North First Avenue Bridge over BNSF railway UPRR AMTRAK is located 0.2 miles north of Main Street. The project limits are approximately from White Street to Riverside Drive. North First Avenue Bridge is the main north-south corridor connecting then northern and southern communities of the City of Barstow. Currently, the bridge has only two lanes, no shoulder, and only a 4' clear walkway on one side of the existing bridge and a Sufficiency Rating (SR) of 3.0. The replacement bridge is proposed to address the overall condition of the bridge and provide standard lanes, shoulders, and sidewalks.</p>			
Component	Implementing Agency	Reimbursements	
PA&ED	City of Barstow	0	
PS&E	City of Barstow	\$ 288,285.00	
Right of Way	City of Barstow	\$ 461,200.00	
Construction	City of Barstow	\$ 4,177,607.25	
Legislative Districts			
Assembly:	33rd	Senate:	16th
Congressional:	8th		
Purpose and Need			
<p>As stated above, North First Avenue bridge is the main north-south corridor connecting the northern and southern communities of the City of Barstow. BNSF transcontinental railway and classification yard divides these two communities. Currently the existing bridge, initially built in 1930, is listed as structurally deficient in Caltrans Structure Maintenance & Investigation reports. This rating is due to its age, geometry, substandard vertical clearance.</p> <p>Barstow's railroad classification yard is one of California's major facilities. The replacement of the North First Avenue Bridge will greatly minimize any potential bridge failures which may have a negative impact on the transportation of goods on the transcontinental railway tracks. A bridge failure would also disconnect northern and southern communities of the City of Barstow.</p>			
Project Benefits			
<p>The replacement of the bridge would have the following benefits:</p> <ul style="list-style-type: none"> • Keeps Barstow's northern and southern communities connected. • Keeps transportation goods moving from the west coast to middle eastern United States. • Provides for a safe transportation route. • Provides alternate transportation methods such as walking and bicycling. 			

Attachment: Contract 15-1001119 (1585 : New Contract North First Avenue BNSF Bridge Project)

Project Milestone			Proposed
Preliminary Environmental Study (PES) Approved			4/9/2014
Begin Environmental (PA&ED) Phase			4/10/2014
Draft Environmental Document	Document Type	CE	10/3/2015
Begin Draft Project Report			1/5/2015
End Environmental Phase (PA&ED Milestone)			12/4/2015
Begin Preliminary Engineering 30% Design (PS&E) Phase			9/5/2015
End Design Phase (Ready to List for Advertisement Milestone)			9/5/2016
Begin Right of Way Phase			12/4/15
End Right of Way Phase (Right of Way Certification Milestone)			6/1/2016
Begin Construction Phase (Contract Award Milestone)			1/2/2017
End Construction Phase (Construction Contract Acceptance Milestone)			10/31/2018
Begin Closeout Phase			11/1/2018
End Closeout Phase (Closeout Report)			3/1/2019

Attachment: Contract 15-1001119 (1585 : New Contract North First Avenue BNSF Bridge Project)

ATTACHMENT B

NORTH FIRST AVENUE OVERHEAD BRIDGE OVER THE BNSF RAILROAD BRIDGE NO. 54C-0088 CITY OF BARSTOW

Summary of Estimated Costs

Component	Total Cost	AUTHORITY SHARE* MLHP Funds	CITY Local Funds	Federal Highway Bridge Program Funds
PAED				
PS&E	\$ 2,500,300	\$ 288,285	\$ -	\$ 2,212,015
Right of Way	\$ 4,000,000	\$ 461,200	\$ -	\$ 3,538,800
Construction	\$ 36,232,500	\$ 4,177,607	\$ -	\$ 32,054,893
Total	\$ 42,732,800	\$ 4,927,092	\$ -	\$ 37,805,708

*AUTHORITY's Share can be 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 other funds without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 13

Date: *February 4, 2015*

Subject:

Geographic Equity in Distribution of Proportional Shares of State and Federal Funds

Recommendation:

That the Board, acting as the San Bernardino County Transportation Commission, adopt Policy No. 40023, Determination of Proportional Shares of State and Federal Funds between Subareas, concerning the distribution and monitoring of State and Federal funds between Subareas.

Background:

In August 2013, SANBAG staff introduced the necessity of the development of a policy concerning the distribution of State and Federal funds between subareas in accordance with the Measure I 2010-2040 Expenditure Plan. At the request of the Metro Valley Study Session members, staff began discussions with both the Transportation Technical Advisory Committee (TTAC) and City/County Managers Technical Advisory Committee (CCMTAC) on principles to be used for policy development. At the August 2013 and early September 2013 TTAC and CCMTAC meetings, SANBAG staff presented background information to educate both TACs on the current policies that would eventually lead to development of a proposed policy for approval by the SANBAG Board.

In December 2013, after receiving concurrence from both TACs, the SANBAG Board approved the following principles for use as the basis for policy development as described below.

- a) The Measure I 2010-2040 Expenditure Plan says that a proportional share of State and Federal funds shall be reserved for each subarea.

Explanation: Specifically, the Expenditure Plan states: A proportional share of projected State and Federal transportation funds shall be reserved for use solely within the Valley and individual Mountain/Desert subareas.

- b) To monitor compliance with the Expenditure Plan, the Board must define a proportional distribution.

Explanation: The Expenditure Plan does not define what is intended by a “proportional share.” For staff and the Board to monitor whether allocations of State and Federal funds are occurring in compliance with the Expenditure Plan, the Board must define “proportional.”

- c) The proportional distribution approved by the Board should not impact the deliverability of the Expenditure Plan.

Entity: *CTC*

Explanation: There are many ways to define proportional. Borrowing from current fund distribution methods, it could be based on the State and Federal distribution formulas, population, revenue generation, road miles, or any combination of these. The distribution can vary widely depending on the measure chosen. SANBAG has historic allocation policies or practices that were used as planning assumptions in the development of the Expenditure Plan. These assumptions are primarily based on the historic split of funds between the Valley and Mountain/Desert areas that result from SANBAG applying the State or Federal distribution methodology at the local level. Because population is a dominant factor in the State and Federal distribution formulas, the assumptions in the Expenditure Plan more closely follow a population distribution than a road miles distribution, with a road miles distribution causing an overall variance of as much as 30% from the assumptions in the Expenditure Plan. Losing access to 30% of the projected State and Federal revenue in the Valley subarea will impact SANBAG's ability to provide public share funds and could impact the deliverability of the Freeway Program as it's currently defined.

- d) The proportional distribution should be managed in a way that will maximize flexibility in the funding and delivery of projects by allowing for monitoring the overall distribution of State and Federal funds rather than the distribution of each individual fund source.

Explanation: Each fund that comes to SANBAG for allocation has unique eligibility requirements and availability timelines. If the subareas are required to focus on developing projects that meet eligibility or schedule requirements, they may lose the ability to focus on delivering the highest priority projects. Monitoring the distribution of State and Federal funds at a "pooled" level rather than by each individual fund source gives the Board and individual jurisdictions the flexibility to focus on developing funding plans for priority projects rather than on developing projects to use certain sources of funds within a set timeframe. Monitoring at a pooled level allows subareas to trade fund sources to meet individual needs while ensuring everyone gets their share in the end.

- e) The policy should not impact current Board-adopted policies on the distribution of individual State and Federal fund sources, nor should it restrict the authority of the Board to adopt fund-specific distributions of future fund sources.

Explanation: As discussed in (c) above, the Expenditure Plan was based on the historical distribution of State and Federal funds within the county, which is largely based on SANBAG applying the State or Federal distribution methodology at the local level. In certain circumstances, the Board has approved an alternate distribution methodology. Staff recommends that the new policy that defines proportionality retain that flexibility for the Board to define fund-specific distribution methodologies. Choosing a population or revenue generation distribution measure takes away some of this flexibility.

In consideration of the principles above, staff has developed a proposed distribution policy, included as Attachment 1, for approval by the Board that monitors State and Federal funds distribution at a pooled level and that relies on current Board-adopted policies regarding the distribution of State and Federal funds where those exist, defines new formulas for certain funds, and allows the Board to develop fund-specific distributions for future fund sources that may arise. The proposed policy has received concurrence from both the TTAC and the CCMTAC after multiple workshops and presentations throughout 2014. Below are some highlights of the proposed policy and major areas of discussion during development of the proposed policy.

General Policies

- The SANBAG Board of Directors shall have full discretion over the allocation of State and Federal funds to individual projects based on needs and priorities that exist at the time the decisions are made, subject to the eligibility of projects for each funding source and approvals by appropriate State and Federal authorities.
- The SANBAG Board has full discretion over which fund sources are subject to the policy. Currently, the draft policy refers to Proposition 1B State-Local Partnership Program (SLPP), federal Surface Transportation Program (STP), federal Congestion Mitigation and Air Quality (CMAQ), and State Transportation Improvement Program (STIP) funds. For example, if new fund sources become available in the future and the Board chooses to adopt a formula allocation methodology, such as was done for SLPP, that fund source would likely be added to this policy. If the Board chooses to use project readiness as the allocation method or if the fund source has limited applicability or eligibility countywide, the fund source would likely not be added to this policy. Adding a source to this policy allows staff to track the use of the funds and allows for an exchange of fund sources between subareas depending on project priorities and project schedules with a guarantee of receiving payback in the future.
- Fund shares will be tracked over the life of the Measure. Each subarea is not guaranteed or required to make use of their full share at any point in time.
- Formulas employing a population factor will be based on the population estimates adopted each year by the Board for the Measure I Local Streets Program.
- Formulas employing a highway mileage factor will be based on centerline miles for all roads functionally classified as collector or higher (i.e., the federal-aid system, or roadways eligible for federal funds) according to California Road System maps and as approved by FHWA.

Apportionment Formulas Created by the Policy

- STIP funds will be apportioned to subareas in a similar manner that they are received by SANBAG from the California Transportation Commission. SANBAG receives STIP funds based on 75% population and 25% State/Interstate highway lane miles. However, after extensive discussion at both the TTAC and CCMTAC, the proposed formula for distribution of STIP funds is 75% population and 25% centerline miles for roads eligible for federal funding. The reasons this departure from the standard formula is recommended are:
 - highway lane miles data by subarea is not easily accessible, whereas centerline miles for federal-aid roadways is readily available;
 - because of the extensive mileage of I-15 and I-40, a disproportionate share of funds is shifted away from the Valley and Victor Valley subareas than has been assumed to be available in the past (although when the population factor is applied it is only about a 2% difference in share); and

- a nexus exists between federal-aid roads and the federal funds that are being distributed in this policy since not all subareas will be focusing the funds on State and Interstate highway improvements.

Regardless of the method chosen, the amount that would be apportioned to the Valley subarea would be less than the historic practice of splitting the STIP funds 75% for the Valley and 25% for the Mountain/Desert subareas. In the case of the proposed method, the resulting split is 63% for the Valley and 37% for the Mountain/Desert, which is equivalent to about \$122 million over the life of the Measure or \$4 million per year. While this may seem to be a substantial shift in funding, when compared to the cumulative funding shares for each subarea, which can be seen at the bottom of the table in Attachment 2, this is a 6% reduction in total estimated State and Federal funding for the Valley over the life of the Measure, or \$1.78 billion versus \$1.9 billion. Additionally, increasing the funding for the rural subareas could allow projects such as the US 395 widening, capacity improvements to SR 62, and National Trails Highway to move forward, which could not happen with Measure alone or with the reduced funding levels. Because the estimate of State and Federal funds expected to be received through 2040 exceeds those in the Expenditure Plan, this shift should not impact the deliverability of the Valley programs.

- STP funds will be apportioned to subareas in the same manner that they are received by SANBAG from Caltrans. SANBAG receives urban area funds specifically for the Valley and Victor Valley subareas that will be applied to those subareas. The STP funds designated for rural areas will be split among the rural subareas based on population, which is the factor used to distribute these funds to SANBAG. The STP funds designated for any area of the county will be split among the rural subareas based on the STIP formula of 75% population and 25% highway miles, as defined above, which is the factor used to distribute these funds to SANBAG.
- CMAQ funds will be apportioned to subareas in the same manner that they are received by SANBAG from Caltrans. SANBAG receives an apportionment for the South Coast Air Basin that will be split among the Valley and Mountain Subareas based on population. The apportionment received for the Mojave Desert Air Basin will be split among the North Desert, Victor Valley, Morongo Basin, and Colorado River subareas based on population.
- SLPP funds were apportioned per Board Policy 35000 with the split between subareas based on 50% population and 50% maintained miles. This proposed policy does not change this formula but does incorporate this fund source by reference so that the actual use of these funds can be monitored relative to the apportionment formula. For example, the Mountain/Desert subareas loaned SLPP shares to each other that will be paid back with other federal funds in the future.

Data to be Maintained per the Policy

- Staff will track the apportionments of the funds listed above to each subarea and the obligated and programmed funds by subarea beginning in Fiscal Year 2009/2010 so that the current status of the following will always be available:
 - percentage apportionment vs percentage obligated by subarea
 - percentage apportionment vs percentage programmed by subarea
 - percentage apportionment vs percentage obligated and programmed by subarea

While this information should not dictate funding decisions of the Board, it can be used to inform the Board of impacts of funding decisions on the ability to achieve a proportional distribution of State and Federal funds over the life of the Measure.

Attachment 2 is an illustration of a summary of the data that will be maintained per the policy. Attachment 3 is an illustration of the summary graphics that would be available for consideration by the Board when making funding decisions. While the distribution data will be maintained for each individual fund source, in accordance with Principle d), the summary graphics are based on the cumulative total of all state and federal funds to allow for swapping of shares between subareas, as was done with the SLPP program.

Financial Impact:

This item has no financial impact on the Fiscal Year 2014/2015 SANBAG Budget.

Reviewed By:

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 15, 2015. The draft policy has been reviewed and concurred with by the Transportation Technical Advisory Committee on September 29, 2014, and the City/County Manager Technical Advisory Committee on October 2, 2014.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
 Board of Directors
 Date: February 4, 2015

Witnessed By:

San Bernardino Associated Governments	Policy	40023
Adopted by the Board of Directors	xxxxx, 2015	Revised
Determination of Proportional Shares (PS) of State and Federal Funds between Subareas Measure I 2010-2040 Strategic Plan	Revision No.	0

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

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I. PURPOSE

The purpose of this policy is to establish the basis of determining geographic equity in the distribution of State and Federal funds between subareas. The Measure I 2010-2040 Transportation Expenditure Plan requires that a proportional share of State and Federal funds be reserved for use within each subarea. The policies define and document how proportional shares will be determined for each State and Federal fund source over which the SANBAG Board has allocation authority and how shares will be tracked over time.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Allocation – An action by the SANBAG Board to assign funds to a specific project.

Apportionment – A share of a State or Federal fund that is assigned to a subarea.

Congestion Mitigation and Air Quality Program (CMAQ) – CMAQ funds are authorized to fund transportation projects or programs located in nonattainment or maintenance areas that contribute to attainment of ambient air quality standards. CMAQ eligibility is conditional upon analyses showing that the project will reduce emissions of criteria pollutants. Activities typically eligible for funding by CMAQ include high occupancy vehicle (HOV) lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SANBAG receives annual apportionments of CMAQ and is the agency responsible for selecting projects.

Obligation – An action by a State or Federal agency to authorize a project as eligible for reimbursement. For State-funded projects this is typically an allocation action by the California Transportation Commission and for Federal-funded projects this is typically an authorization by the Federal Transit Administration or the Federal Highway Administration.

Obligation Authority – The annual limit of allowable obligations of Federal CMAQ and STP funds.

Programming – Funds planned or allocated for future use on a project.

State-Local Partnership Program (SLPP) – SLPP funds were authorized in Proposition 1B and provided \$56 million to San Bernardino County by formula. SANBAG was the agency responsible for selecting projects. The program was administered by the California Transportation Commission and has been fully allocated and obligated. The funds provided a 1:1 match to transportation sales tax funds in the construction phase of transportation projects.

State Transportation Improvement Program (STIP) – The STIP is a five-year program of transportation projects that is updated every two years and is funded through the State Highway and Federal Trust Fund Accounts. STIP funds provide flexible funding for transportation infrastructure

projects on freeways, local roads, and transit systems. The STIP consists of two broad programs: 75% of the funds are apportioned to regional agencies through the Regional Transportation Improvement Program (RTIP or RIP) and 25% is apportioned to Caltrans through the Interregional Transportation Improvement Program (ITIP or IIP). SANBAG is responsible for developing the list of projects for funding through the RIP. These projects nominations are approved for programming by the California Transportation Commission. The IIP projects are nominated for programming by Caltrans.

Surface Transportation Program (STP) – Federal STP funds provide flexible funding that may be used for projects on any federal aid highway, bridge projects on any public road, transit capital projects, and public bus terminal and facilities, and more. STP funds are apportioned to SANBAG in five apportionments – one for each of the three urban areas of the county (Riverside-San Bernardino, Los Angeles-Long Beach-Anaheim, Victorville-Hesperia), one for all other areas of the county, and one for any area of the county. The apportionments to the urban areas and all other areas are based on relative populations through the State. The apportionment to any area of the county is based upon a formula that considers a mixture of population and highway miles. SANBAG receives annual apportionments of STP and is the agency responsible for selecting projects.

IV. POLICIES FOR THE PROPORTIONAL DISTRIBUTION OF STATE AND FEDERAL FUNDS BETWEEN SUBAREAS

A. General Policies

Policy PS-1: SANBAG shall ensure that a proportional share of State and Federal funds is reserved for use within the Valley and each of the individual Mountain/Desert subareas in accordance with the Measure I 2010-2040 Expenditure Plan.

Policy PS-2: The SANBAG Board of Directors shall have full discretion over the allocation of State and Federal funds to individual projects based on needs and priorities that exist at the time the decisions are made, subject to the eligibility of projects for each funding source and approvals by appropriate State and Federal authorities.

Policy PS-3: The SANBAG Board of Directors shall have full discretion over which State and Federal funds will be subject to this policy. Should a new source of funds become available, the Board will determine the allocation methodology and whether the fund will be subject to this policy.

Policy PS-4: SANBAG shall assign and track State and Federal fund apportionments to each subarea and obligations by each subarea over the life of Measure I 2010-2040 at both the individual fund level and at the overall State and Federal fund apportionment level. To provide the most flexibility to meet project needs and priorities, fund types may be exchanged between subareas. However, SANBAG will not track fund-level apportionment exchanges because the intent of this policy is to ensure that the overall apportionment levels between subareas are met over the life of the Measure.

Policy PS-5: Formula distribution by population shall be based on the estimates adopted by the SANBAG Board of Directors for purposes of the Measure I Local Streets Program. This is based on the State Department of Finance population estimate as of January 1 of that year. For the unincorporated areas, the calculation is based on the population estimate from the County Planning Department and reconciled with the State Department of Finance population estimate as of January 1 of that year.

Policy PS-6: Formula distribution by highway miles shall be based on centerline miles for all roads functionally classified as collector or higher (the federal aid system) according to California Road System maps, and as approved by FHWA. This data shall be obtained annually from Caltrans Office of Data Services and Technology and disaggregated to the subarea level by SANBAG.

Policy PS-7: There shall be no adjustment for the time value of money.

Policy PS-8: All subarea apportionments are limited by the actual obligation authority over time, which is typically about 90% of the apportionment level. Projections of future apportionments shall be conservative to account for this difference to prevent allocations from exceeding future apportionment levels.

Policy PS-9: Policy 40023 does not affect any existing policies regarding the priority for use of State or Federal funds.

Policy PS-10: Policy 40023 shall be amended to document allocation methods adopted by the SANBAG Board of Directors for new sources of State and Federal funds that are determined to be subject to a proportional share.

B. Determination of Proportional Shares – Specific Sources

Policy PS-11: State and Federal fund sources shall be apportioned between subareas as follows:

1. STP funds received for the Riverside-San Bernardino and Los Angeles-Long Beach-Anaheim urbanized areas shall be apportioned to the Valley subarea. STP funds received for the Victorville-Hesperia urbanized area shall be apportioned to the Victor Valley subarea. STP funds received for all other areas of the county shall be apportioned between the Rural Mountain/Desert subareas by population formula. STP funds received for any area of the county by STIP formula shall be apportioned between the rural Mountain/Desert subareas based on a formula of 75% population and 25% highway miles, as determined per Policy PS-6. Allocations that come off the top for programs such as the County State-Federal exchange program, Caltrans overhead, and the Local Streets and Roads contribution will not count as obligations for any subarea.
2. CMAQ funds received for the South Coast Air Basin shall be apportioned between the Valley and the Mountains subareas based on population. CMAQ funds received for the Mojave Desert Air Basin shall be apportioned between the North Desert, Victor Valley, Morongo Basin, and Colorado subareas based on population.
3. STIP funds shall be apportioned between all subareas based on a formula of 75% population and 25% highway miles, as determined per Policy PS-6.
4. SLPP funds shall be apportioned between all subareas in accordance with Policy 35000.

C. Tracking Proportional Shares and Allocations

Policy PS-12: SANBAG shall maintain a record of State and Federal funds subject to Policy 40023 received beginning in Fiscal Year 2009/2010. For STIP funds, this shall include programmed amounts as of the adoption of the 2010 STIP. For SLPP funds, this shall include all funds that are subject to Policy 35000. SANBAG shall apportion the State and Federal funds received in accordance with Policy PS-11 and maintain a record of the cumulative percentage distribution of apportionments between subareas at both the individual fund level and at a cumulative State and Federal fund level.

Policy PS-13: Obligations and programming for projects in the Cajon Pass shall be credited to the Valley and Victor Valley subareas based on population.

Policy PS-14: SANBAG shall maintain a record of all State and Federal funds subject to Policy 40023 obligated to a project beginning in Fiscal Year 2009/2010 by subarea and the percentage obligated by subarea.

Policy PS-15: SANBAG shall maintain a record of all State and Federal funds subject to Policy 40023 programmed for future obligation by subarea and the percentage programmed for future obligation by subarea.

Policy PS-16: SANBAG shall maintain a record of the current status of:

- percentage apportionment vs. percentage obligated by subarea,
- percentage apportionment vs. percentage programmed by subarea, and
- percentage apportionment vs. percentage obligated and programmed by subarea.

This information shall be used to inform the SANBAG Board of impacts of funding decisions on the ability to achieve a proportional distribution of State and Federal funds over the life of the Measure.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	

State and Federal Fund Equity Distribution Principle Analysis

(DRAFT - For Illustrative Purposes Only - Some Formulas and Calculations Must Be Verified!)

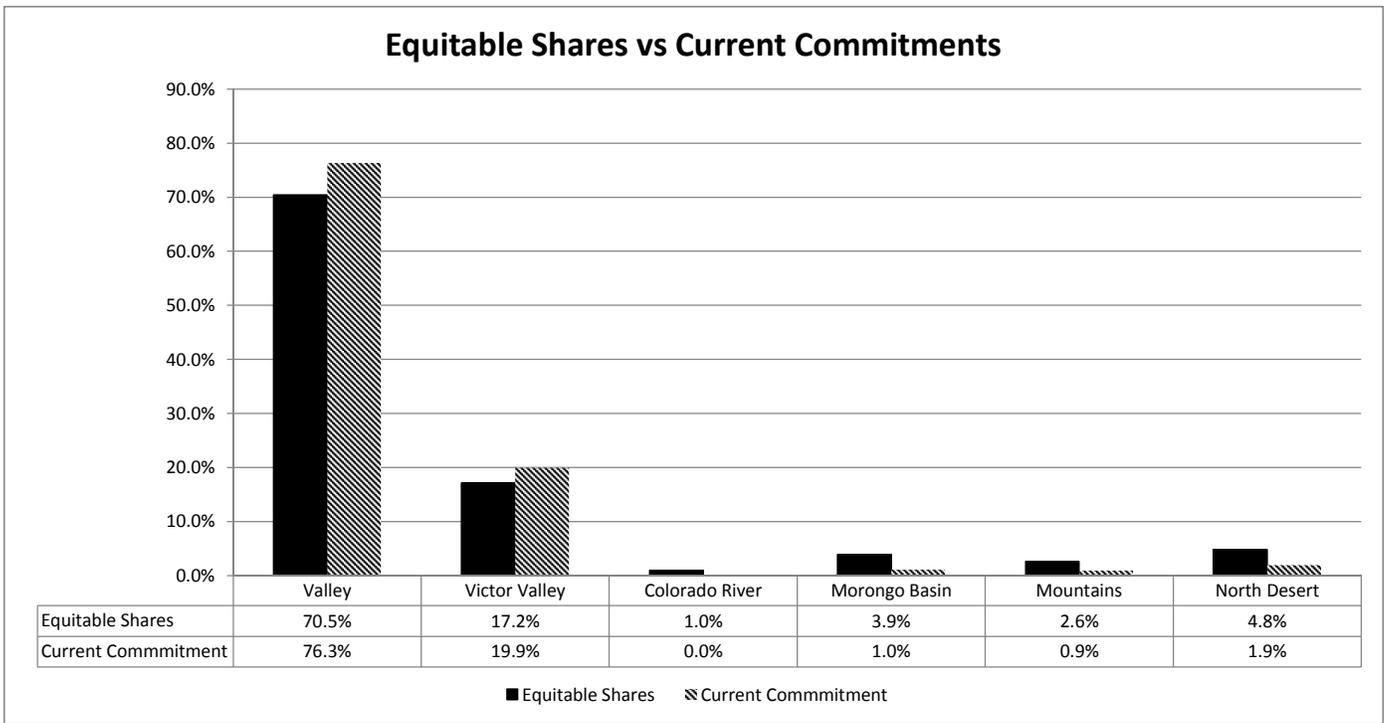
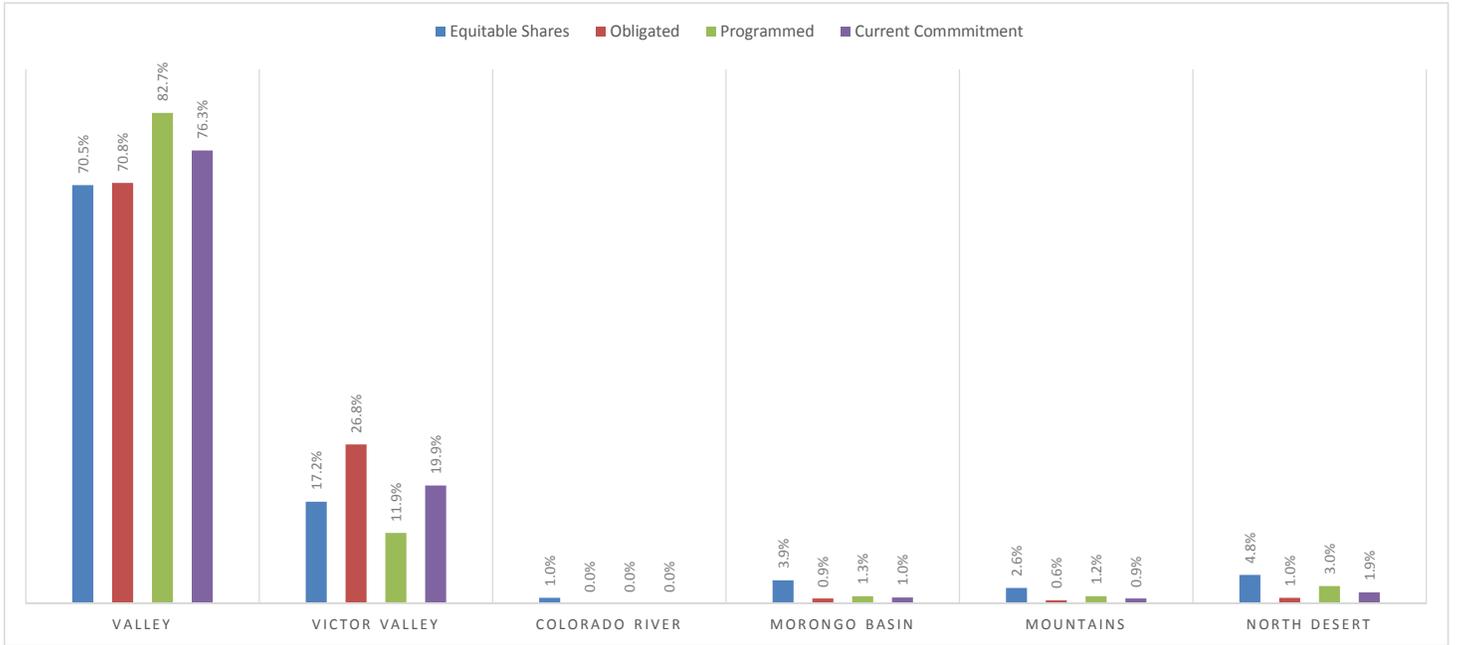
	Target Share %		Commitments				Share Difference			
	Fund-Specific Formula		Obligations		Programmed		Obligations+Programmed			
	Formula	2010-2040	Formula	Since 2010	Formula	through 2023	Formula	Since 2010		
STP										
Population-Based, Specific Urban areas/Rural splits										
Valley	77.7%	\$527,978,451	63.4%	\$77,982,278	69.7%	\$88,464,600	66.6%	\$166,446,878	-11.2%	-\$27,951,679
M/D	22.3%	\$151,114,558	36.6%	\$45,066,166	30.3%	\$38,525,004	33.4%	\$83,591,170	11.2%	\$27,951,679
Victor Valley	14.6%	\$99,363,582	34.6%	\$42,519,354	21.2%	\$26,970,000	27.8%	\$69,489,354	13.2%	\$32,904,268
Rural	7.62%	\$51,750,976	2.1%	\$2,546,812	9.1%	\$11,555,004	5.6%	\$14,101,816	-1.98%	-\$4,952,589
Colorado River	0.4%	\$2,809,438	0.0%	\$0	0.0%	\$0	0.0%	\$0	-0.4%	-\$1,034,418
Morongo Basin	2.7%	\$18,541,203	0.0%	\$0	1.6%	\$2,000,000	0.8%	\$2,000,000	-1.9%	-\$4,826,762
Mountains	1.9%	\$12,761,904	0.0%	\$0	0.0%	\$0	0.0%	\$0	-1.9%	-\$4,698,858
North Desert	2.6%	\$17,638,431	2.1%	\$2,546,812	7.5%	\$9,555,004	4.8%	\$12,101,816	2.2%	\$5,607,450
CMAQ										
Air Basin, weighted by population & emissions										
Valley	74.4%	\$582,659,867	91.3%	\$126,211,783	80.6%	\$145,285,020	85.3%	\$271,496,803	10.8%	\$34,500,597
M/D	25.6%	\$200,164,896	8.7%	\$11,953,514	19.4%	\$34,962,722	14.7%	\$46,916,236	-10.8%	-\$34,500,597
Victor Valley	17.1%	\$133,479,703	6.1%	\$8,472,234	12.0%	\$21,710,840	9.5%	\$30,183,074	-7.6%	-\$24,109,636
Rural	8.52%	\$66,685,193	2.5%	\$3,481,280	7.4%	\$13,251,882	5.3%	\$16,733,162	-3.3%	-\$10,390,961
Colorado River	0.3%	\$2,463,068	0.0%	\$0	0.0%	\$0	0.0%	\$0	-0.3%	-\$1,001,850
Morongo Basin	3.2%	\$25,167,607	1.9%	\$2,618,604	2.1%	\$3,723,589	2.0%	\$6,342,193	-1.2%	-\$3,894,701
Mountains	2.5%	\$19,399,946	0.3%	\$443,929	3.1%	\$5,606,823	1.9%	\$6,050,752	-0.6%	-\$1,840,153
North Desert	2.5%	\$19,654,573	0.3%	\$418,747	2.2%	\$3,921,470	1.4%	\$4,340,217	-1.1%	-\$3,654,257
STIP										
75/25 Pop/Miles										
Valley	63.0%	\$637,099,566	63.9%	\$136,245,500	96.3%	\$143,279,000	77.2%	\$279,524,500	14.3%	\$51,641,736
M/D	37.0%	\$374,869,434	36.1%	\$76,894,500	3.7%	\$5,550,000	22.8%	\$82,444,500	-14.3%	-\$51,641,736
Victor Valley	18.7%	\$189,504,667	36.1%	\$76,894,500	3.7%	\$5,550,000	22.8%	\$82,444,500	4.1%	\$14,660,986
Rural	18.3%	\$185,364,767	0.0%	\$0	0.0%	\$0	0.0%	\$0	-18.3%	-\$66,302,722
Colorado River	1.8%	\$18,659,418	0.0%	\$0	0.0%	\$0	0.0%	\$0	-1.8%	-\$6,674,247
Morongo Basin	5.0%	\$50,501,989	0.0%	\$0	0.0%	\$0	0.0%	\$0	-5.0%	-\$18,063,947
Mountains	3.3%	\$33,347,677	0.0%	\$0	0.0%	\$0	0.0%	\$0	-3.3%	-\$11,928,058
North Desert	8.2%	\$82,855,684	0.0%	\$0	0.0%	\$0	0.0%	\$0	-8.2%	-\$29,636,470
SLPP										
by specific SANBAG Policy - 50/50 Pop/Miles										
Valley	63.0%	\$35,460,180	63.0%	\$35,460,000	0.0%	\$0	63.0%	\$35,460,000	0.0%	-\$180
M/D	37.0%	\$20,825,820	37.0%	\$20,826,000	0.0%	\$0	37.0%	\$20,826,000	0.0%	\$180
Victor Valley	21.1%	\$11,870,717	25.3%	\$14,262,000	0.0%	\$0	25.3%	\$14,262,000	4.2%	\$2,391,283
Rural	15.9%	\$8,955,103	11.7%	\$6,564,000	0.0%	\$0	11.7%	\$6,564,000	-4.2%	-\$2,391,103
Colorado River	1.6%	\$878,850	0.0%	\$0	0.0%	\$0	0.0%	\$0	-1.6%	-\$878,850
Morongo Basin	8.7%	\$4,919,059	3.4%	\$1,901,000	0.0%	\$0	3.4%	\$1,901,000	-5.4%	-\$3,018,059
Mountains	2.5%	\$1,411,991	4.4%	\$2,502,000	0.0%	\$0	4.4%	\$2,502,000	1.9%	\$1,090,009
North Desert	3.1%	\$1,745,204	3.8%	\$2,161,000	0.0%	\$0	3.8%	\$2,161,000	0.7%	\$415,796
Overall										
Valley	70.5%	\$1,783,198,063	70.8%	\$375,899,561	82.7%	\$377,028,620	76.3%	\$752,928,181	5.8%	\$58,190,473
M/D	29.5%	\$746,974,708	29.2%	\$154,740,180	17.3%	\$79,037,726	23.7%	\$233,777,906	-5.8%	-\$58,190,473
Victor Valley	17.2%	\$434,218,669	26.8%	\$142,148,088	11.9%	\$54,230,840	19.9%	\$196,378,928	2.7%	\$25,846,901
Rural	12.4%	\$312,756,039	2.4%	\$12,592,092	5.4%	\$24,806,886	3.8%	\$37,398,978	-8.6%	-\$84,037,374
Colorado River	1.0%	\$24,810,773	0.0%	\$0	0.0%	\$0	0.0%	\$0	-1.0%	-\$9,589,365
Morongo Basin	3.9%	\$99,129,858	0.9%	\$4,519,604	1.3%	\$5,723,589	1.0%	\$10,243,193	-2.9%	-\$29,803,469
Mountains	2.6%	\$66,921,518	0.6%	\$2,945,929	1.2%	\$5,606,823	0.9%	\$8,552,752	-1.8%	-\$17,377,060
North Desert	4.8%	\$121,893,891	1.0%	\$5,126,559	3.0%	\$13,476,474	1.9%	\$18,603,033	-2.9%	-\$27,267,481

Attachment: Attachment 2 - State-Fed Dist. Calculations (1583 : Proportional Distribution of State and Federal Funds)

(DRAFT - For Illustrative Purposes Only - Some Formulas and Calculations Must Be Verified!)

ATTACHMENT 3

Equitable Shares vs Current Commitment Detail



Attachment: Attachment 3 - State-Fed Dist Summary (1583 : Proportional Distribution of State and Federal Funds)

Minute Action

AGENDA ITEM: 14

Date: *February 4, 2015*

Subject:

AB 2766 Mobile Source Reduction Review Committee (MSRC) Signal Synchronization Partnership Program Funding Agreements

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

- A. Approve Contract **15-1001100** with the South Coast Air Quality Management District defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds allocated to the San Bernardino Associated Governments.
- B. Approve Contract **15-1001101** with the City of Yucaipa defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.
- C. Approve Contract **15-1001102** with the City of Highland defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.
- D. Approve Contract **15-1001103** with the City of Chino defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.
- E. Approve Contract **15-1001104** with the City of Ontario defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.
- F. Approve Contract **15-1001105** with the City of Rancho Cucamonga defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.
- G. Approve Contract **15-1001106** with the City of Colton defining the roles and responsibilities for the administration of Assembly Bill 2766 Discretionary Funds awarded to them.

Background:

In September 1990, California Assembly Bill (AB) 2766 was signed into law authorizing a \$4 per vehicle surcharge on annual registration fees, in order to fund the implementation of programs to reduce air pollution from motor vehicles pursuant to air quality plans and provisions of the California Clean Air Act. AB 2766 also provided that a portion of the monies collected by the Department of Motor Vehicles would be distributed to the South Coast Air Quality Management District (SCAQMD) and shall be deposited by the SCAQMD in a discretionary account (the "Discretionary Fund") to be used to implement or monitor programs to reduce motor vehicle air pollution. To determine which projects should be funded by the Discretionary Fund, AB 2766 called for the creation of the Mobile Source Air Pollution Reduction Review Committee (MSRC), which would develop a Work Program for evaluating programs,

Entity: CTC

would evaluate said programs, and would make a final recommendation to the SCAQMD Governing Board as to which programs and/or projects would be funded.

The MSRC has partnered with the County Transportation Commissions (CTC) on behalf of member cities, counties, and the regional Caltrans District to implement traffic signal coordination, ramp metering, and technology enhancement projects that will improve traffic flow on arterial roadways in the South Coast region. To this end, the SCAQMD has allocated a total of \$5 million in Clean Transportation Funding to the CTCs. Each CTC within the South Coast Air Basin, including SANBAG, was allocated \$1.25 million to support signal coordination projects and synchronization projects. The purpose of this funding opportunity is not to duplicate or displace other available funding sources. The MSRC objective is to partner with SANBAG to accelerate the implementation of projects throughout the region that can improve air quality.

The goals of the MSRC include providing funds that can be used to match other sources of funding, and in doing so, remove potential financial barriers that may exist due to a shortfall in securing a required local match; allowing agencies that sponsor Call for Projects opportunities to potentially spread their funding more broadly as a result of available MSRC funding; and allowing projects that had to be reduced in scope due to funding constraints to be brought back to their originally-intended design. Accordingly, in February 2014, SANBAG released a streamlined Call for Projects for signal coordination and synchronization projects to San Bernardino County jurisdictions that fall within the South Coast Air Basin which generally includes the Valley and some mountain communities.

SANBAG received fourteen (14) applications from nine (9) jurisdictions requesting \$3.1 million in MSRC funding. The project applications were ranked with equal weighting on the following four criteria: level of potential air quality/related benefits, traffic flow benefits, amount of local match as a percentage of total project cost, and local/regional importance. The evaluation panel included SANBAG staff from Planning, Project Delivery, and Fund Administration and Programming. Based on application rankings, a total of \$1,250,000 was awarded to seven projects within the cities of Yucaipa, Highland, Chino, Ontario, Colton and Rancho Cucamonga (refer to Table 1). As sufficient funding was not available to fully fund the originally proposed Rancho Cucamonga project after fully funding higher ranked projects, SANBAG coordination with the city resulted in a scaled back project to take advantage of the remaining MSRC funds.

Table 1. MSRC Call for Projects Application Rankings

Project	Applicant	Total Project Cost	Local Match	Requested MSRC Funds	Local Match % of Total Cost	Total Score	Rank	Award Amount	Cumulative Award
Yucaipa Blvd. Fiber Optic Interconnect	Yucaipa	\$265,100	\$175,100	\$90,000	66.1%	74.8	1	\$90,000	\$90,000
Five Corridors Project	Highland	\$214,100	\$74,935	\$139,165	35.0%	72.3	2	\$139,165	\$229,165
Baseline/5th/Greenspot	Highland	\$286,500	\$100,275	\$186,225	35.0%	70.8	3	\$186,225	\$415,390
Mt. Vernon-Washington Traffic Signal Corridor Improvements	Colton	\$170,000	\$34,000	\$136,000	20.0%	70.3	4	\$136,000	\$551,390
West Valley Transportation Management Center	Ontario	\$336,000	\$67,200	\$268,800	20.0%	67.5	5	\$268,800	\$820,190
Central Traffic Control System Project	Chino	\$415,000	\$110,000	\$305,000	26.5%	61.8	6	\$305,000	\$1,125,190
SR-210/I-15 Ramp Coordination	Rancho Cucamonga	\$631,400	\$126,000	\$505,400	20.0%	61.3	7	\$124,810	\$1,250,000
Casmalia-Easton Street Corridors	Rialto	\$179,040	\$35,808	\$143,232	20.0%	60.2	8		
Centracs Advanced Transportation Management System	Fontana	\$207,125	\$41,425	\$165,700	20.0%	60.0	9		
Mission Boulevard Traffic Responsive System	Montclair	\$205,100	\$51,275	\$153,825	25.0%	58.2	10		
Valley-Riverside Communications Improvement Project	Rialto	\$163,970	\$32,794	\$131,176	20.0%	55.2	11		
Install Fiber Optic Communication Network	Fontana	\$458,338	\$91,668	\$366,670	20.0%	52.5	12		
Adaptive Timing Pilot Program	Rancho Cucamonga	\$488,125	\$100,000	\$388,125	20.5%	52.3	13		
Central System Communication Upgrade/Multiple Corridor Coordination	Rialto	\$174,100	\$34,820	\$139,280	20.0%	51.7	14		
Total		\$4,193,898	\$1,075,300	\$3,118,598	25.6%				

Projects implemented with Clean Transportation Funding are required to focus on air quality improvement-oriented traffic signal coordination projects. Eligible traffic signal coordination and synchronization project categories include, but are not limited to, Arterial Corridor Traffic Signal Coordination within a Single Jurisdiction, Multi-Jurisdictional Traffic Signal Coordination, including Regional Programs, Coordination of Adjacent Intersection Traffic Signals with Caltrans' Freeway Onramp Metering (adaptive onramp metering), Expansion and Limited Upgrades to Existing Traffic Management/Operations Centers. Other project categories are potentially eligible if shown to offer meaningful air quality benefits. Projects selected to receive MSRC Clean Transportation Funding must be implemented within 48 months.

Board of Directors Agenda Item

February 4, 2015

Page 4

There are certain administrative and fiscal responsibilities associated with receiving MSRC Funds. MSRC funding requirements include submitting progress reports and a final report following project completion. The purpose of the attached agreements is to identify the roles and responsibilities of SCAQMD, SANBAG, and the six jurisdictions awarded MSRC funding.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2014/2015 budget under Task No. 0404. The funding sources are Clean Transportation Funding by the South Coast Air Quality Management District Mobile Source Pollution Reduction Review Committee.

Reviewed By:

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 15, 2015. SANBAG General Counsel has reviewed this item and the draft agreements.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. C 15-1001100 Amendment No. 0

By and Between

San Bernardino Associated Governments and South Coast Air Quality Management District (SCAQMD)

Contract Description Funding Agreement with SCAQMD for local awarded projects.

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: Approve funding agreement and disburse funds to local jurisdictions for approved projects.
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	1,250,000.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	1,250,000.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 1,250,000.00

Contract Start Date 4/3/2015	Current Contract Expiration Date 4/3/2018	Revised Contract Expiration Date N/A
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0404.
 A Budget Amendment is required.
How are we funding current FY? This is a receiveable contract, the funding is coming from SCAQMD Clean Transportation Funding.

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
This is a receiveable contract, the funding is coming from SCAQMD Clean Transportation Funding.
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Tom Byrde
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. SWARSKI
Chief Financial Officer (Print Name)

[Signature] 12-22-14
Signature Date

[Signature]
Signature Date

[Signature] 12-22-14
Signature Date

[Signature] 12/23/14
Signature Date

[Signature] 1/5/15
Signature Date



**South Coast
Air Quality Management District**



Contract No. MS14072

AB 2766/MSRC SIGNAL SYNCHRONIZATION PARTNERSHIP PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the San Bernardino Associated Governments (hereinafter referred to as "CONTRACTOR") acting as the San Bernardino County Transportation Commission, whose address is 1170 West 3rd Street, 2nd Floor, San Bernardino, California 92410.

2. **RECITALS**
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Signal Synchronization Partnership Program Application/Proposal dated April, 2014.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. **DMV FEES** - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. **AUDIT AND RECORDS RETENTION**
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

Attachment: SANBAG SCAQMD agreement with revised insurance section (1582 : SCAQMD MSRC Funding Agreement)

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for thirty six (36) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and

understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE

- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

11. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.

12. DISCLAIMER OF WARRANTY - The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

13. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of

work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.

- C. CONTRACTOR shall adhere to total tasks and/or cost elements (cost category) expenditures as listed in Attachment 2. Reallocation of costs between tasks and/or cost category expenditures is permitted up to Five Thousand Dollars (\$5,000) upon prior written approval from SCAQMD. Reallocation of costs in excess of Five Thousand Dollars (\$5,000) between tasks and/or cost category expenditures requires an amendment to this Contract.
- D. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- E. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 - 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 - 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 - 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
14. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
15. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766.

These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
16. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
 South Coast Air Quality Management District
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:
 San Bernardino Associated Governments
 1170 W. 3rd St., 2nd Floor
 San Bernardino, CA 92410
 Attn: Timothy Byrne, email: TByrne@sanbag.ca.gov

17. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for

the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

18. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
19. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
20. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
21. CITIZENSHIP AND ALIEN STATUS
 - A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
 - B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
22. ASSIGNMENT AND TRANSFER OF EQUIPMENT
 - A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
 - B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and

shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

23. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
24. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
25. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
26. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
27. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
28. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
29. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
30. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
31. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
32. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make

requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

33. PREVAILING WAGES - CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
34. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
35. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: Barbara Borel

//MSRC Master Boilerplate
Revised April 10, 2014

Attachment: SANBAG SCAQMD agreement with revised insurance section (1582 : SCAQMD MSRC Funding Agreement)

**Attachment 1
Statement of Work
San Bernardino Associated Governments
Contract Number MS14072**

1. Project Elements

- A. Yucaipa Boulevard Project: The San Bernardino Associated Governments (hereinafter referred to as "CONTRACTOR") is to partner with the City of Yucaipa to upgrade signal communications technology along Yucaipa Boulevard as follows: install interconnect conduit from 15th Street to Hampton Road, and install fiber optic cables from Hampton Road to 5th Street and then into Yucaipa City Hall (an approximately 4-mile total distance) as shown in Attachment 3.1 – Yucaipa Boulevard Locations.
- B. Baseline/5th/Greenspot Project: CONTRACTOR is also to partner with the City of Highland to upgrade signal coordination technology along Base Line Street from Sterling Avenue to Church Street, and along 5th Street/Greenspot Road from Del Rosa Drive to the "Village at East Highlands" signal (an approximately 8-mile total distance). Improvements shall include installation of new Ethernet fiber-optic communications and updating timing at 30 existing signalized intersections as shown in Attachment 3.2 – Baseline/5th/Greenspot Locations.
- C. Five Corridors Project: CONTRACTOR is also to partner with the City of Highland, City of San Bernardino, and Caltrans to install new signal communication equipment along approximately 10 total miles of arterial streets, optimizing coordination at 30 intersections within the Cities of Highland and San Bernardino. Improvements shall include installation of new Ethernet fiber-optic communications and installation of global positioning satellite (GPS) units at state highway intersections as shown in Attachment 3.3 – Five Corridors Locations.
- D. Mt. Vernon/Washington Project: CONTRACTOR is also to partner with the City of Colton to install new communications equipment allowing 14 signals, along Mt. Vernon Avenue from East M Street to Washington Street, and along Washington Street from Mt. Vernon to Waterman Avenue (an approximately 2-mile total distance), as shown in Attachment 3.4 – Mt. Vernon/Washington Locations, to communicate with the City's central traffic management center (TMC).
- E. West Valley TMC Project: CONTRACTOR is also to partner with the City of Ontario to construct a TMC at the City's Civic Center. The TMC will collect and process data and allow the City to control and manage the functional elements of their citywide traffic signal system.
- F. Chino Traffic Control System Project: CONTRACTOR is also to partner with the City of Chino to procure and deploy new traffic control system software, allowing staff more effectively to view, control and change signal timing.
- G. Rancho Cucamonga/Caltrans Signals Project: CONTRACTOR is also to partner with the City of Rancho Cucamonga and Caltrans to incorporate existing interchange ramps into the existing coordinated City arterials, specifically, the interchange of State Route 210 and Haven Avenue, the interchange of Base Line Road and Interstate 15, and the interchange of Foothill Boulevard and Interstate 15, as shown in Attachment 3.5 – Rancho Cucamonga/Caltrans Signals Locations. Improvements shall include upgrade of existing traffic signal equipment at the interchange ramps and construct a communication path between the ramp, the arterial traffic signals, and the City's TMC.

**Attachment 1
Statement of Work
San Bernardino Associated Governments
Contract Number MS14072**

CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the signal synchronization projects. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until work is complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization projects.

**Attachment 1
Statement of Work
San Bernardino Associated Governments
Contract Number MS14072**

4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
A. Yucaipa Boulevard Project	
Design	Month 5
Issue Request for Bids	Month 8
Construction	Month 14
B. Baseline/5th/Greenspot Project	
Design	Month 9
Issue Request for Bids	Month 12
Construction	Month 18
C. Five Corridors Project	
Design	Month 9
Issue Request for Bids	Month 12
Construction	Month 18
D. Mt. Vernon/Washington Project	
Engineering	Month 9
Construction	Month 13
E. West Valley TMC Project	
Design	Month 4
Procure Hardware & Software	Month 7
Migrate Intersections to Centracs	Month 7
Install Closed Circuit Television	Month 8
Complete System Integration	Month 9
F. Chino Traffic Control System Project	
Design	Month 7
Construction/Integration	Month 19
Update Graphics & Final Acceptance	Month 24
G. Rancho Cucamonga/Caltrans Signals Project	
Obtain Caltrans Approvals	Month 12
Award Construction Contract	Month 17
Construction	Month 27
Final Testing & Acceptance	Month 31
Implement Public Outreach Plan	Month 33
Quarterly reports	Months 4, 7, 10, 13, 16, 19, 22, 25, and 28
Final Report	Month 34

Attachment: SANBAG SCAQMD agreement with revised insurance section (1582 : SCAQMD MSRC Funding Agreement)

**Attachment 2
Payment Schedule
San Bernardino Associated Governments
Contract Number MS14072**

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co- Funding	Total Cost
Yucaipa Boulevard Project	\$90,000	\$175,100	\$265,100
Baseline/5 th /Greenspot Project	\$186,225	\$100,275	\$286,500
Five Corridors Project	\$139,165	\$74,935	\$214,100
Mt. Vernon/Washington Project	\$136,000	\$34,000	\$170,000
West Valley TMC Project	\$268,800	\$67,200	\$336,000
Chino Traffic Control System Project	\$305,000	\$110,000	\$415,000
Rancho Cucamonga Caltrans Signals Project	\$124,810	\$228,290	\$353,100
Totals	\$1,250,000	\$789,800	<u>\$2,039,800</u>

No funds shall be paid to CONTRACTOR pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies for that project element shall be due and payable to CONTRACTOR. Proof of completion shall include:

- statements from CONTRACTOR and its project partner for that element as described in Attachment 1, each statement signed by a responsible official, that the work specified has been completed and accepted by that jurisdiction;
- invoice(s) from any subcontractors, and
- receipts for purchase of materials, equipment and software.

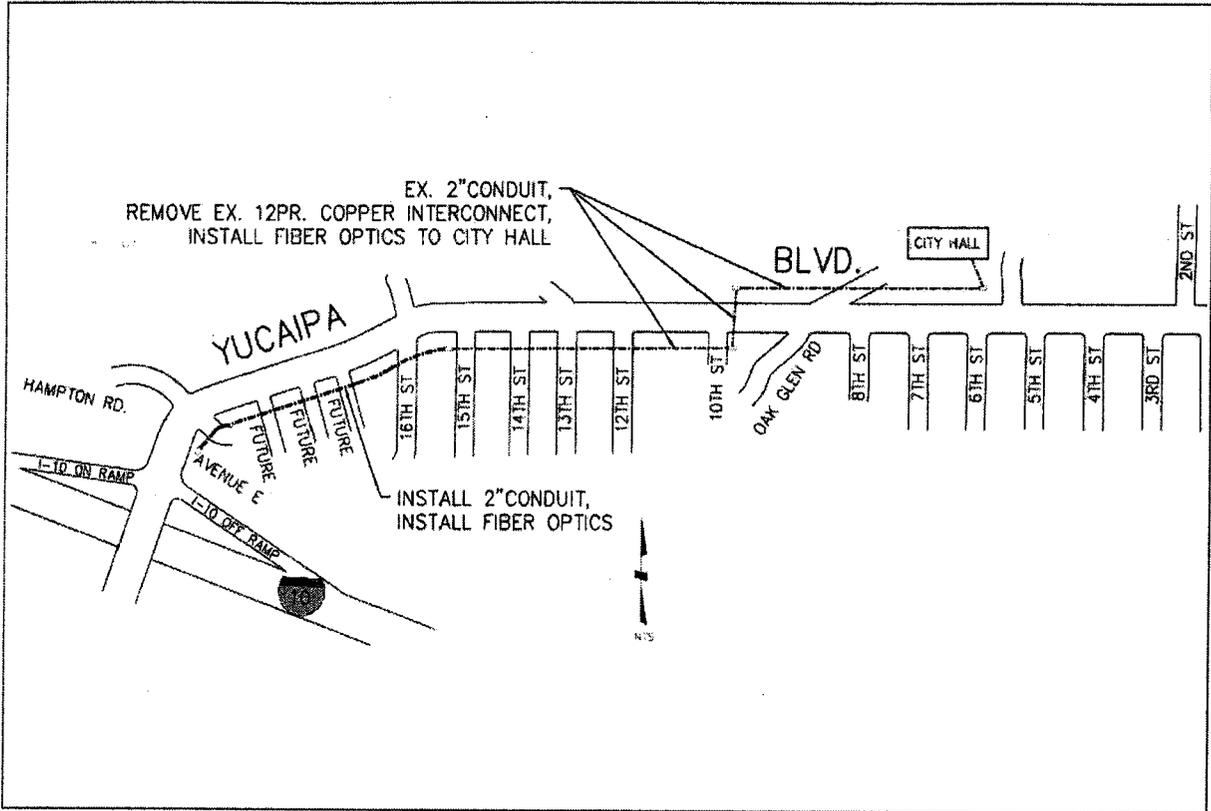
**Attachment 3
Supporting Documentation
San Bernardino Associated Governments
Contract Number MS14072**

The supporting documents attached hereto as Attachment 3 represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the SCAQMD or granting any rights to third parties against the SCAQMD.

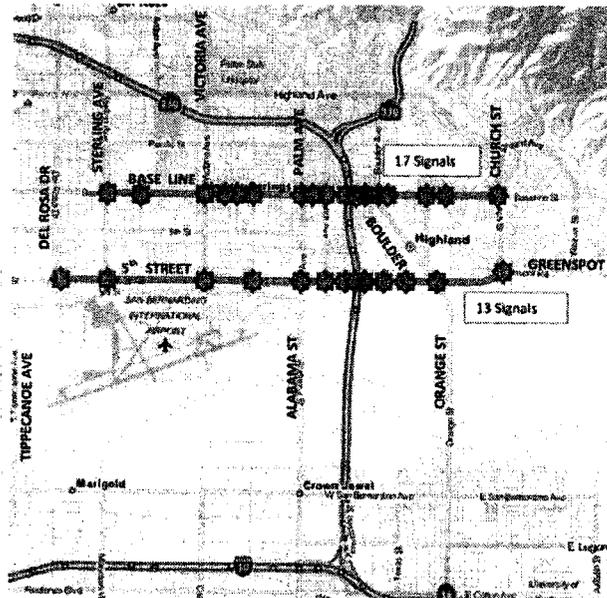
1. Yucaipa Boulevard Locations
2. Baseline/5th/Greenspot Locations
3. Five Corridors Locations
4. Mt. Vernon/Washington Locations
5. Rancho Cucamonga/Caltrans Signals Locations

Attachment 3 Supporting Documentation San Bernardino Associated Governments Contract Number MS14072

1. Yucaipa Boulevard Locations



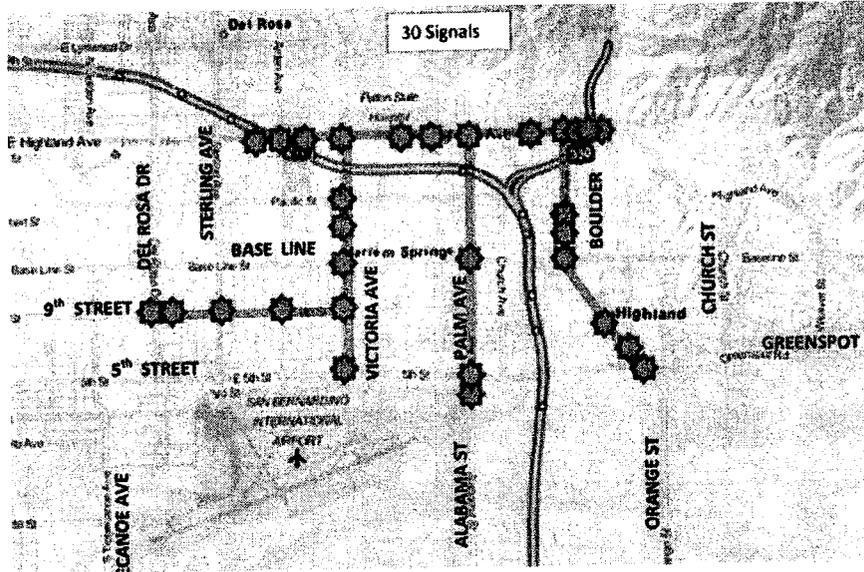
2. Baseline/5th/Greenspot Locations



Attachment: SANBAG SCAQMD agreement with revised insurance section (1582 : SCAQMD MSRC Funding Agreement)

**Attachment 3
Supporting Documentation
San Bernardino Associated Governments
Contract Number MS14072**

3. Five Corridors Locations



4. Mt. Vernon/Washington Locations



Attachment: SANBAG SCAQMD agreement with revised insurance section (1582 : SCAQMD MSRC Funding Agreement)

**Attachment 3
Supporting Documentation
San Bernardino Associated Governments
Contract Number MS14072**

5. Rancho Cucamonga/Caltrans Signals Locations



Attachment: SANBAG SCAQMD agreement with revised insurance section (1582 : SCAQMD MSRC Funding Agreement)



CONTRACT SUMMARY SHEET

Contract No. 15-1001101 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Yucaipa

Contract Description Funding Agreement to disperse SCAQMD funds to awarded project.

Board of Director's Meeting Date: Feb 4, 2015
Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	90,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	90,000	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	90,000

Contract Start Date 4/3/2015	Current Contract Expiration Date 4/3/2018	Revised Contract Expiration Date N/A
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0404.
 A Budget Amendment is required.

How are we funding current FY? The funding is coming from SCAQMD Clean Transportation Funding.

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the **Overall** Funding for the duration of the Contract:
This is a payable contract, the funding is coming from SCAQMD Clean Transportation Funding.
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal ____ %

Tim Byrne
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. STARBUK
Chief Financial Officer (Print Name)

[Signature] 12-22-14
Signature Date

[Signature] 12/22/14
Signature Date

[Signature] 12-22-14
Signature Date

[Signature] 12/23/14
Signature Date

[Signature] 1/5/15
Signature Date

CITY OF YUCAIPA
STATEMENT OF WORK

1. Project Elements

Yucaipa Boulevard Project: The San Bernardino Associated Governments acting as the San Bernardino County Transportation Commission (hereinafter referred to as "SANBAG") is to partner with the City of Yucaipa to upgrade signal communications technology along Yucaipa Boulevard as follows: install interconnect conduit from 15th Street to Hampton Road, and install fiber optic cables from Hampton Road to 5th Street and then into Yucaipa City Hall (an approximately 4-mile total distance) as shown in Attachment 3.1 – Yucaipa Boulevard Locations.

JURISDICTION shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Promotion

JURISDICTION shall prepare and submit a proposed Public Outreach plan to promote the MSRC's co-funding of the signal synchronization projects. Acceptable outreach may include but is not limited to, notices in JURISDICTION mailings to residents, newspaper notices, flyers, and information items at JURISDICTION Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SANBAG staff, unless SANBAG staff notify JURISDICTION in writing of a Public Outreach Plan deficiency. JURISDICTION shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until work is complete, JURISDICTION shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the JURISDICTION as inadequate.

Final Report: A Final Report shall be submitted by the JURISDICTION in the format provided by SANBAG staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. JURISDICTION will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization projects.

4. Project Schedule

JURISDICTION shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Yucaipa Boulevard Project	
Design	Month 5
Issue Request for Bids	Month 8
Construction	Month 14
Implement Public Outreach Plan	Month 17
Quarterly Reports	Months 4, 7, 10, 13, and 16
Final Report	Month 18

PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
Yucaipa Boulevard Project	\$90,000	\$175,100	\$265,100

No funds shall be paid to JURISDICTION pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SANBAG. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SANBAG, no monies for that project element shall be due and payable to JURISDICTION. Proof of completion shall include:

- Statements from JURISDICTION and its project partner for that element as described in Attachment 1, each statement signed by a responsible official, that the work specified has been completed and accepted by that jurisdiction;
- invoice(s) from any subcontractors, and
- receipts for purchase of materials, equipment and software.

Attachment: City Of Yucaipa - Scope Of Work MSRC (1582 : SCAQMD MSRC Funding Agreement)



CONTRACT SUMMARY SHEET

Contract No. 15-1001102 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Highland

Contract Description Funding Agreement to disperse SCAQMD funds to awarded project.

Board of Director's Meeting Date: Feb 4, 2015
Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	325,390	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	325,390	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	325,390

Contract Start Date 4/3/2015	Current Contract Expiration Date 4/3/2018	Revised Contract Expiration Date N/A
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0404.

A Budget Amendment is required.

How are we funding current FY? The funding is coming from SCAQMD Clean Transportation Funding.

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

This is a payable contract, the funding is coming from SCAQMD Clean Transportation Funding.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Tim Byrne
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

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

Jeffrey Hill
Contract Administrator (Print Name)

W. STAWARSKI
Chief Financial Officer (Print Name)

[Signature] 12.22.14
Signature Date

[Signature] 12/22/14
Signature Date

[Signature] 12-22-14
Signature Date

[Signature] 12/23/14
Signature Date

[Signature] 1/5/16
Signature Date

CITY OF HIGHLAND
STATEMENT OF WORK

1. Project Elements

A. Base Line/5th/Greenspot Project: SANBAG is to partner with the City of Highland to upgrade signal coordination technology along Base Line from Sterling Avenue to Church Street, and along 5th Street/Greenspot Road from Del Rosa Drive to the “Village at East Highlands” signal (an approximately 8-mile total distance). Improvements shall include installation of new Ethernet fiber-optic communications and updating timing at 30 existing signalized intersections.

B. Five Corridors Project: SANBAG is to partner with the City of Highland, City of San Bernardino, and Caltrans to install new signal communication equipment along approximately 10 total miles of arterial streets, optimizing coordination at 30 intersections within the Cities of Highland and San Bernardino. Improvements shall include installation of new Ethernet fiber-optic communications and installation of global positioning satellite (GPS) units at state highway intersections.

JURISDICTION shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Promotion

JURISDICTION shall prepare and submit a proposed Public Outreach plan to promote the MSRC’s co-funding of the signal synchronization projects. Acceptable outreach may include but is not limited to, notices in JURISDICTION mailings to residents, newspaper notices, flyers, and information items at JURISDICTION Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SANBAG staff, unless SANBAG staff notify JURISDICTION in writing of a Public Outreach Plan deficiency. JURISDICTION shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until work is complete, JURISDICTION shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the JURISDICTION as inadequate.

Final Report: A Final Report shall be submitted by the JURISDICTION in the format provided by SANBAG staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. JURISDICTION will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization projects.

4. Project Schedule

JURISDICTION shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
A. Base Line/5 th /Greenspot Project	
Design	Month 9
Issue Request for Bids	Month 12
Construction	Month 18
C. Five Corridors Project	
Design	Month 9
Issue Request for Bids	Month 12
Construction	Month 18
Implement Public Outreach Plan	Month 19
Quarterly Reports	Months 4, 7, 10, 13, and 16
Final Report	Month 20

PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
Base Line/5th/Greenspot Project	\$186,225	\$100,275	\$286,500
Five Corridors Project	\$139,165	\$74,935	\$214,100

No funds shall be paid to JURISDICTION pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SANBAG. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SANBAG, no monies for that project element shall be due and payable to JURISDICTION. Proof of completion shall include:

- Statements from JURISDICTION and its project partner for that element as described in Attachment 1, each statement signed by a responsible official, that the work specified has been completed and accepted by that jurisdiction;
- invoice(s) from any subcontractors, and
- receipts for purchase of materials, equipment and software.



CONTRACT SUMMARY SHEET

Contract No. 15-1001103 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Chino

Contract Description Funding Agreement to disperse SCAQMD funds to awarded project.

Board of Director's Meeting Date: Feb 4, 2015
Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	305,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	305,000	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	305,000

Contract Start Date 4/3/2015	Current Contract Expiration Date 4/3/2018	Revised Contract Expiration Date N/A
---------------------------------	--	---

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0404.

A Budget Amendment is required.

How are we funding current FY? The funding is coming from SCAQMD Clean Transportation Funding.

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

This is a payable contract, the funding is coming from SCAQMD Clean Transportation Funding.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Tim Byrne
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. Stawarski
Chief Financial Officer (Print Name)

[Signature] 12.22.14
Signature Date

[Signature] 12/22/14
Signature Date

[Signature] 12/22/14
Signature Date

[Signature] 12/23/14
Signature Date

[Signature] 1/5/18
Signature Date

CITY OF CHINO

STATEMENT OF WORK

1. Project Elements

Chino Traffic Control System Project: SANBAG is to partner with the City of Chino to procure and deploy new traffic control system software, allowing staff more effectively to view, control and change signal timing.

JURISDICTION shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Promotion

JURISDICTION shall prepare and submit a proposed Public Outreach plan to promote the MSRC's co-funding of the signal synchronization projects. Acceptable outreach may include but is not limited to, notices in JURISDICTION mailings to residents, newspaper notices, flyers, and information items at JURISDICTION Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SANBAG staff, unless SANBAG staff notify JURISDICTION in writing of a Public Outreach Plan deficiency. JURISDICTION shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until work is complete, JURISDICTION shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the JURISDICTION as inadequate.

Final Report: A Final Report shall be submitted by the JURISDICTION in the format provided by SANBAG staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. JURISDICTION will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization projects.

4. Project Schedule

JURISDICTION shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Chino Traffic Control System Project	
Design	Month 7
Construction/Integration	Month 19
Update Graphics & Final Acceptance	Month 24
Implement Public Outreach Plan	Month 27
Quarterly Reports	Months 4, 7, 10, 13, 16, 19, and 24
Final Report	Month 28

PAYMENT SCHEDULE

Cost Breakdown

<u>Project Element</u>	<u>Maximum AB2766 Discretionary Funds payable under this Contract</u>	<u>Additional Project Co-Funding</u>	<u>Total Cost</u>
<u>Chino Traffic Control System Project</u>	<u>\$305,000</u>	<u>\$110,000</u>	<u>\$415,000</u>

No funds shall be paid to JURISDICTION pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SANBAG. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SANBAG, no monies for that project element shall be due and payable to JURISDICTION. Proof of completion shall include:

- Statements from JURISDICTION and its project partner for that element as described in Attachment 1, each statement signed by a responsible official, that the work specified has been completed and accepted by that jurisdiction;
- invoice(s) from any subcontractors, and
- receipts for purchase of materials, equipment and software.



CONTRACT SUMMARY SHEET

Contract No. 15-1001104 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Ontario

Contract Description Funding Agreement to disperse SCAQMD funds to awarded project.

Board of Director's Meeting Date: Feb 4, 2015
Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	268,800	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	268,800	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	268,800

Contract Start Date 4/3/2015	Current Contract Expiration Date 4/3/2018	Revised Contract Expiration Date N/A
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0404.

A Budget Amendment is required.

How are we funding current FY? The funding is coming from SCAQMD Clean Transportation Funding.

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

This is a payable contract, the funding is coming from SCAQMD Clean Transportation Funding.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Tom BYRNE
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. STAWARSKI
Chief Financial Officer (Print Name)

[Signature] 12/22/14
Signature Date

[Signature] 12/22/14
Signature Date

[Signature] 12-22-14
Signature Date

[Signature] 12/23/14
Signature Date

[Signature] 1/5/15
Signature Date

**CITY OF ONTARIO
STATEMENT OF WORK**

1. Project Elements

West Valley TMC Project: SANBAG is to partner with the City of Ontario to construct a traffic management center (TMC) at the City of Ontario's Civic Center, migrate 19 traffic signals located at intersections along key truck routes to the Centracs system, and install CCTV cameras at key intersections. The TMC will collect and process data and allow the City of Ontario to control and manage the functional elements of their citywide traffic signal system.

JURISDICTIONS shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Promotion

JURISDICTION shall prepare and submit a proposed Public Outreach plan to promote the MSRC's co-funding of the signal synchronization projects. Acceptable outreach may include but is not limited to, notices in JURISDICTION mailings to residents, newspaper notices, flyers, and information items at JURISDICTION Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SANBAG staff, unless SANBAG staff notify JURISDICTION in writing of a Public Outreach Plan deficiency. JURISDICTION shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until work is complete, JURISDICTION shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the JURISDICTION as inadequate.

Final Report: A Final Report shall be submitted by the JURISDICTION in the format provided by SANBAG staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. JURISDICTION will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization projects.

4. Project Schedule

JURISDICTION shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
West Valley TMC Project	
Design	Month 4
Procure Hardware & Software	Month 7
Migrate Intersections to Centracs	Month 7
Install Closed Circuit Television	Month 8
Complete System Integration	Month 9
Implement Public Outreach Plan	Month 11
Quarterly Reports	Months 4 and 7
Final Report	Month 12

PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
West Valley TMC Project	\$268,800	\$67,200	\$336,000

No funds shall be paid to JURISDICTION pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SANBAG. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SANBAG, no monies for that project element shall be due and payable to JURISDICTION. Proof of completion shall include:

- Statements from JURISDICTION and its project partner for that element as described in Attachment 1, each statement signed by a responsible official, that the work specified has been completed and accepted by that jurisdiction;
- invoice(s) from any subcontractors, and
- receipts for purchase of materials, equipment and software.



CONTRACT SUMMARY SHEET

Contract No. 15-1001105 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Rancho Cucamonga

Contract Description Funding Agreement to disperse SCAQMD funds to awarded project.

Board of Director's Meeting Date: Feb 4, 2015
Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	124,810	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	124,810	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 124,810

Contract Start Date 4/3/2015	Current Contract Expiration Date 4/3/2018	Revised Contract Expiration Date N/A
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0404.
 A Budget Amendment is required.

How are we funding current FY? The funding is coming from SCAQMD Clean Transportation Funding.

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
This is a payable contract, the funding is coming from SCAQMD Clean Transportation Funding.
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal ____ %

Tim Byrne
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

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

[Signature] 12-22-14
Signature Date

[Signature] 12/22/14
Signature Date

[Signature] 12-22-14
Signature Date

[Signature] 12/23/14
Signature Date

[Signature] 1/5/15
Signature Date

CITY OF RANCHO CUCAMONGA
STATEMENT OF WORK

1. Project Elements

Rancho Cucamonga/Caltrans Signals Project: SANBAG is to partner with the City of Rancho Cucamonga and Caltrans to incorporate existing interchange ramps into the existing coordinated City arterials, specifically, the interchange of State Route 210 and Haven Avenue, the interchange of Base Line Road and Interstate 15, and the interchange of Foothill Boulevard and Interstate 15, as shown in Attachment 3.5 – Rancho Cucamonga/Caltrans Signals Locations. Improvements shall include upgrade of existing traffic signal equipment at the interchange ramps and construct a communication path between the ramp, the arterial traffic signals, and the City's traffic management center (TMC).

JURISDICTION shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Promotion

JURISDICTION shall prepare and submit a proposed Public Outreach plan to promote the MSRC's co-funding of the signal synchronization projects. Acceptable outreach may include but is not limited to, notices in JURISDICTION mailings to residents, newspaper notices, flyers, and information items at JURISDICTION Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SANBAG staff, unless SANBAG staff notify JURISDICTION in writing of a Public Outreach Plan deficiency. JURISDICTION shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until work is complete, JURISDICTION shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the JURISDICTION as inadequate.

Final Report: A Final Report shall be submitted by the JURISDICTION in the format provided by SANBAG staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. JURISDICTION will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization projects.

4. Project Schedule

JURISDICTION shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Rancho Cucamonga/Caltrans Signals Project	
Obtain Caltrans Approvals	Month 12
Award Construction Contract	Month 17
Construction	Month 27
Final Testing & Acceptance	Month 31
Implement Public Outreach Plan	Month 33
Quarterly Reports	Months 4, 7, 10, 13, 16, 19, 22, 25, and 28
Final Report	Month 34

PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
Rancho Cucamonga Caltrans Signals Project	\$124,810	\$228,290	\$353,100

No funds shall be paid to JURISDICTION pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SANBAG. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SANBAG, no monies for that project element shall be due and payable to JURISDICTION. Proof of completion shall include:

- Statements from JURISDICTION and its project partner for that element as described in Attachment 1, each statement signed by a responsible official, that the work specified has been completed and accepted by that jurisdiction;
- invoice(s) from any subcontractors, and
- receipts for purchase of materials, equipment and software.



CONTRACT SUMMARY SHEET

Contract No. 15-1001106 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Colton

Contract Description Funding Agreement to disperse SCAQMD funds to awarded project.

Board of Director's Meeting Date: Feb 4, 2015
Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	136,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	136,000	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 136,000

Contract Start Date 4/3/2015	Current Contract Expiration Date 4/3/2018	Revised Contract Expiration Date N/A
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0404.

A Budget Amendment is required.

How are we funding current FY? The funding is coming from SCAQMD Clean Transportation Funding.

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

This is a payable contract, the funding is coming from SCAQMD Clean Transportation Funding.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Tim Blank
Project Manager (Print Name)

Steve Smith
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. Stanley R. S. K.
Chief Financial Officer (Print Name)

<u>[Signature]</u>	12/22/14
Signature	Date
<u>[Signature]</u>	12/22/14
Signature	Date
<u>[Signature]</u>	12/23/14
Signature	Date
<u>[Signature]</u>	1/5/15
Signature	Date

CITY OF COLTON
STATEMENT OF WORK

1. Project Elements

Mt. Vernon/Washington Project: SANBAG is to partner with the City of Colton to install new communications equipment allowing 14 signals, along Mt. Vernon Avenue from East M Street to Washington Street, and along Washington Street from Mt. Vernon to Waterman Avenue (an approximately 2-mile total distance) – Mt. Vernon/Washington Locations, to communicate with the City’s central traffic management center (TMC).

JURISDICTION shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Promotion

JURISDICTION shall prepare and submit a proposed Public Outreach plan to promote the MSRC’s co-funding of the signal synchronization projects. Acceptable outreach may include but is not limited to, notices in JURISDICTION mailings to residents, newspaper notices, flyers, and information items at JURISDICTION Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SANBAG staff, unless SANBAG staff notify JURISDICTION in writing of a Public Outreach Plan deficiency. JURISDICTION shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until work is complete, JURISDICTION shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the JURISDICTION as inadequate.

Final Report: A Final Report shall be submitted by the JURISDICTION in the format provided by SANBAG staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. JURISDICTION will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future signal synchronization projects.

4. Project Schedule

JURISDICTION shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Mt. Vernon/Washington Project	
Engineering	Month 9
Construction	Month 18
Implement Public Outreach Plan	Month 21
Quarterly Reports	Months 4, 7, 10, 13, 16, and 19
Final Report	Month 22

PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
Mt. Vernon/Washington Project	\$136,000	\$34,000	\$170,000

No funds shall be paid to JURISDICTION pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SANBAG. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SANBAG, no monies for that project element shall be due and payable to JURISDICTION. Proof of completion shall include:

- Statements from JURISDICTION and its project partner for that element as described in Attachment 1, each statement signed by a responsible official, that the work specified has been completed and accepted by that jurisdiction;
- invoice(s) from any subcontractors, and
- receipts for purchase of materials, equipment and software.

Minute Action

AGENDA ITEM: 15

Date: *February 4, 2015*

Subject:

Valley Transportation Services, Inc./Omnitrans Efficiencies

Recommendation:

That the Board, acting as the San Bernardino County Transportation Commission, direct staff to work with Valley Transportation Services, Inc. and Omnitrans to explore, analyze, and evaluate the Riverside Transit Agency Freedom to Go travel training program for implementation in San Bernardino County.

Background:

At the conclusion of the August 2014 Commuter Rail and Transit Committee (CRTC), staff was asked to present an item at the next CRTC meeting to discuss the potential consolidation of Valley Transportation Services Inc. (VTrans), with Omnitrans. At the October 2014 CRTC meeting, staff presented the history of the designation of VTrans as the Consolidated Transportation Services Agency (CTSA), the terms of the contract between SANBAG and VTrans concerning that designation, and a brief discussion of the various successful CTSA models throughout the State. At the meeting, the Committee heard testimony of VTrans Board members and community partners concerning the unique nature and the quality of the services that VTrans provides. The Committee recognized that VTrans is successful in fulfilling the mission of the CTSA, and while it may not be necessary to change the organizational structure of VTrans or Omnitrans, there is value in looking for potential efficiencies that can be achieved through coordination and shared resources between the agencies.

It was noted at the meeting that SANBAG and the transit agencies are currently conducting the SANBAG County-Wide Transit Efficiency Study (Efficiency Study) that is scheduled to be complete mid-2015. The committee requested that SANBAG staff work with the executive management of VTrans and Omnitrans in advance of the completion of this study to ensure that the agencies are coordinating to share resources where possible. It is important to note that although there was some discussion at the meeting about consolidation of the two agencies by either VTrans moving into Omnitrans or VTrans taking over Access services from Omnitrans, consolidation of agencies was explicitly excluded from the scope of the Efficiency Study. Additionally, it was not explored by staff in preparation of this discussion as that would be a much larger effort than staff would be capable of performing in the short term and without the assistance of consultant services.

The VTrans budget is comprised of operations, maintenance, and several grant-funded programs as shown in Figure 1. Figure 2 shows the VTrans budget summarized by category of expenditure. Note that the capital program is mainly comprised of the cost of completion of the maintenance facility and would not be expected to remain a large portion of future budgets.

Entity: *CTA, CTC*

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Figure 1. VTrans Fiscal Year 2014/2015 Budget by Program

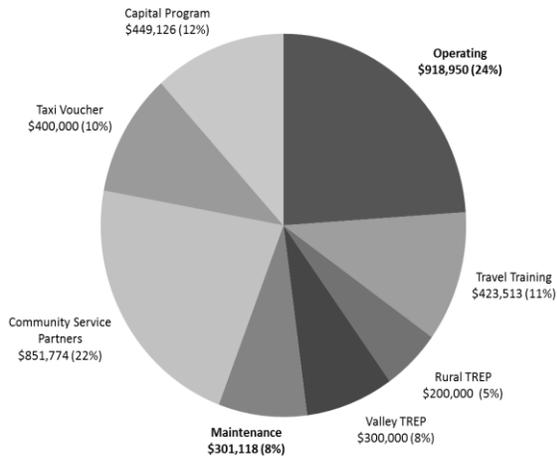
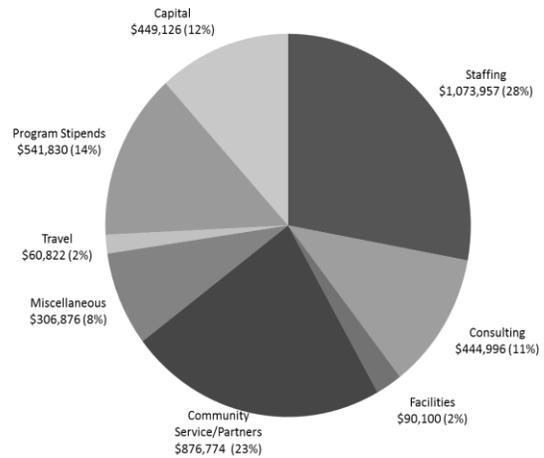


Figure 2. VTrans Fiscal Year 2014/2015 Budget by Category



Staff determined that the Operating and Maintenance budgets provide the most potential for shared efficiencies and met with representative of VTrans and Omnitrans on October 27, 2014, and November 5, 2014, to discuss potential areas of focus. The detailed budgets are included in Attachment A.

As indicated in bold in Attachment A, areas identified with potential for overlapping cost savings between the two agencies are facility costs and contracted services. Specifically, Omnitrans and VTrans looked at their respective costs for IT support, marketing, legal and financial services, and facility costs. The results as itemized by VTrans and Omnitrans are included in Attachment B. Based on a comparison of the VTrans and Omnitrans hourly rates and VTrans' actuals provided for Fiscal Year 2013/2014, the maximum savings that could have been achieved by sharing IT support, marketing, legal, and administrative facility costs in Fiscal Year 2013/2014 would have been \$67,684, which is about 2% of the VTrans budget in Fiscal Year 2013/2014 and assumes VTrans would have been housed in Omnitrans' offices free of charge, which is the greatest potential for cost savings at \$50,700 per year under VTrans' current lease. While Omnitrans has indicated there would be sufficient office space for VTrans to co-locate in the Omnitrans office, this space would not be available until August 2015. Additionally, it was determined that the Omnitrans maintenance facility locations and service expertise did not fit the needs of the partners VTrans will be serving with their facility. In short, while there can be cost savings achieved through some shared services, there is very little overlap in the positions or services between Omnitrans and VTrans, and the potential for annual savings is relatively minimal. However, this amount is similar to the annual contribution VTrans provides to each of their partners, and considering all operations savings realized by VTrans remain dedicated to the CTSA per the Measure I Ordinance, over time this does become substantial savings that could be reinvested into the CTSA-sponsored programs.

Although any savings potential is important to explore, short of a larger analysis of consolidation of the two agencies, it seems the greatest potential for savings to the entire system lies, at minimum, in the partnership opportunities between VTrans and Omnitrans. As was discussed at the October CRTC meeting, Omnitrans is required by Federal law to provide complementary paratransit services for transporting persons with disabilities who are ADA certified, which is provided through Omnitrans' Access service. These trips are the most expensive trips to provide

and can cost more than four times the cost of a trip on fixed-route service. VTrans existing travel training program can help to divert trips from this service by training riders who are able to use the fixed route service. Additionally VTrans, in partnership with Omnitrans, is exploring the use of an in-person ADA eligibility assessment for certifying riders as eligible for Access. Omnitrans currently uses a paper review process that does not enable the reviewer to assess the actual abilities of the rider or to recommend alternate modes of travel depending on the nature of the trips the rider expects to take. Under this proposed program, Omnitrans would contract with VTrans to provide assessment and certification services, which will allow for close coordination with VTrans' travel training program.

Attachment C is an example of the type of data currently being collected and generated by VTrans regarding the cost avoidance of the travel training program. As is shown for the period of August 2012-May 2014, VTrans shows a diversion of 80 riders that were either current or potential Access riders, which, per VTrans methodology for conversion to annual trips, is equivalent to about 9% of the current annual trips on Access and calculated as an annual savings to Access of over \$600,000. Over this same period Omnitrans saw an increase of 6% in the number of annual trips on Access, and while they have not seen a savings to the Access budget, which is about \$10 million per year, the budget is somewhat stable over the same period. However, there isn't currently a mechanism to know whether the riders that were trained would have caused this 6% growth in Access trips to be higher had they not been trained, or if they are comingled in this 6% and returning to Access services. In development of the in-person ADA eligibility and the travel training programs it is important for VTrans and Omnitrans to determine an agreed upon method for measuring the effectiveness of these programs, possibly as measured in savings to Access, and performance goals that will benefit the system.

As methods are developed to evaluate the performance of VTrans and the various VTrans-supported programs, it is important to note the unique nature of the service that VTrans and the VTrans community service partners provide. In most cases, the community service agencies are providing trips between home and a specified location on a schedule with little variation from day to day. On the other hand, Omnitrans is required to provide service to many different individuals each day to many different destinations throughout the valley. In transit there is emphasis placed on performance indicators such as passengers per hour, cost per revenue hour, and cost per trip. The productivity measure of passengers per hour is going to be much higher for a service partner vehicle picking up six passengers to go to a day program than it will be for an Access vehicle picking up six passengers to go to six different locations, not necessarily because one service is more capable than the other, but because one service is providing a different trip purpose than the other. The same goes for the cost measures: the cost factors for Omnitrans will be higher, primarily because of the difference in the scale of the program Omnitrans administers. However, it is also important to note that Omnitrans, through its federally-approved cost allocation plan, is required to expense all of its indirect costs to all of its transportation programs, whereas service partners may have the option of whether they recognize all transportation costs in the transportation program or share those costs with other programs they administer. Therefore, while it is important to know the results of these performance measures for the community programs to which VTrans is providing financial support to measure the relative effectiveness over time, it is not appropriate to compare the results of the performance measures of these programs to those of Access because they are providing very different services.

Board of Directors Agenda Item

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Page 4

SANBAG's current funding agreement with VTrans is in effect until June 30, 2018, unless terminated per the terms of the agreement. VTrans is required to provide an updated five-year business plan to SANBAG by May 1, 2015, for review and approval by the SANBAG Board by July 2015. While VTrans has historically not used their entire Measure I annual apportionment and had accumulated a reserve of over \$5 million by the end of Fiscal Year 2013/2014, the Fiscal Year 2014/2015 budget begins to draw on those reserves. Staff would expect the update to the business plan to address the long-term sustainability of the programs that have been established, particularly in light of the elimination of the federal funding programs used to fund a portion of these programs, and the staffing needs for the projected growth of these programs, as well as a discussion of VTrans plans to expand their participation with East Valley partners, as most of their focus appears to be with partners in the West Valley. Additionally, while it has been noted that there is an advantage to the current model designating a non-profit agency as the CTSA rather than Omnitrans in that union issues and public benefit packages can become more expensive to administer, staff retention requires competitive compensation packages. Consideration should also be given to whether a growth in compensation packages will be required over time to be able to retain qualified staff in this specialized field.

At the CRTC meeting on January 15, 2015, Virginia Werly, Director of Contract Operations for Riverside Transit Agency, provided a brief presentation on the Freedom to Go travel training program that they have implemented in western Riverside County. The emphasis of the presentation was on their ability to track the effectiveness of the program and the resulting savings they have realized in their complementary paratransit services. This type of data for measuring the effectiveness of VTrans' travel training program is not currently available in San Bernardino County; therefore the Committee recommended the Board to direct staff to work with VTrans and Omnitrans to explore, analyze, and evaluate the RTA Freedom to Go program for implementation in San Bernardino County.

Financial Impact:

This item has no impact on the Fiscal Year 2014/2015 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:

Attachment A - VTrans Fiscal Year 2014/2015 Budget

	Operating	Maintenance	Travel Training	Rural TREP	Valley TREP	TAXI	Partners	Total
Income								
407002 · Maintenance Service Revenue	-	187,200						187,200
407003 · Maintenance Parts Revenue	-	30,000						30,000
* 409002 · Measure I OP Revenue	908,950	83,918					851,774	1,844,642
* 409003 · Measure I Capital Revenue	10,000	439,126						449,126
409007 · JARC - Operating Revenue			211,968		30,000	100,000		341,968
409008 · New Freedom Operating Revenue			127,181	200,000	120,000			447,181
* 409200 · VTrans Match - Measure I			84,364		150,000	300,000		534,364
414001 · Interest Income	10,000	-	-	-	-	-	-	10,000
Total Income	928,950	740,244	423,513	200,000	300,000	400,000	851,774	3,844,481
Expense								
501001 · Payroll	223,700	118,100	245,492	75,920	75,728	57,798		796,738
502001 · Payroll Taxes - Employer	18,600	9,802	101,573		44,144	28,180		202,299
502002 · Workers Comp	2,700	11,220						13,920
502003 · Medical Expense	18,000	12,000						30,000
502005 · Employer Pension Costs	23,000	2,000						25,000
502007 · Employee Benefit- Insurance	6,000							6,000
503001 · Professional Services								
5030011 · Accounting Services	50,000	2,000	-					52,000
5030012 · Consulting Services	300,000	1,000	15,914					316,914
5030013 · Legal Services	50,000	2,000	3,183					55,183
5030015 · Marketing Services	10,000	2,000	-	2,500	2,400	4,000		20,900
Total 503001 · Professional Services	410,000	7,000	19,096	2,500	2,400	4,000		444,996
503002 · Payroll Processing Services	6,500							6,500
503003 · Bank Charges					2,000	10,000		12,000
503005 · Facility								
5030051 · Facility Rent	42,000	38,400		2,400	2,400	1,500		86,700
5030052 · Facility Repair	2,000							2,000
5030053 · Facility - Alarm	400	1,000		-	-	-		1,400
Total 503005 · Facility	44,400	39,400		2,400	2,400	1,500		90,100
503006 · Community Service								
5030621 · Scholarships	25,000							25,000
Total 503006 · Community Service	25,000							25,000
503031 - Loma Linda							-	-
503064 - Pomona Valley Workshop							50,766	50,766
503066 - Central City Lutheran							65,696	65,696
503068 - Community Senior Services							50,000	50,000
503626 - OPARC							79,967	79,967
503630 - 211 Mobility Manager							30,345	30,345
503632 - Senior Programs (Capital 20% Match)							75,000	75,000
503632 - Senior Programs (Operating Grants)							300,000	300,000
TBD - New Partner Funding							200,000	200,000
504006 · Cost of Goods Parts		25,000						25,000
504008 · Office Supplies	5,000	1,800	7,638	1,800				16,238
504009 · Postage	1,000	250			2,400	10,000		13,650
504010 · Duplicating				2,000				2,000
505001 · Telephone	7,000	5,000	15,914	1,200	1,200	2,400		32,714
505002 · Utilities		12,000						12,000
506001 · Insurance Premiums	10,000	12,000						22,000
506021 · Computer Supp, Serv. & Software	15,000	6,500	6,365	1,000				28,865
506052 · Minor Equip & Office Furniture	2,000	21,046	2,652		5,000	5,000		35,698
507001 · Tax/License/Dues/Permits	250							250
509001 · Travel								
5090011 · Board Travel	15,000							15,000
5090012 · Staff Travel	9,000	2,400		3,900				15,300
5090013 · Employee Mileage Reimburse	2,500	1,200	14,322	8,000	2,500	2,000		30,522
Total 509001 · Travel	26,500	3,600	14,322	11,900	2,500	2,000		60,822
509002 · Professional Development	7,500	2,400	3,183					13,083
509005 · Dues & Memberships	5,000	1,500						6,500
509008 · Mileage Reimburse Stipend				100,480	162,228	279,122		541,830
511001 · Interest Expense	300							300
512002 · Equipment Rental	1,500							1,500
513002 · Depreciation-Non Grant Equip	10,000							10,000
514001 · Miscellaneous	50,000	500	7,278	800				58,578
69800 · Operating Contingency		10,000						10,000
69900 · Cap Assets-Temp Holding Acct	10,000	222,027						232,027
69901 · Construction-Temp Holding Acct	-	217,099	-	-	-	-	-	217,099
Total Expense	928,950	740,244	423,513	200,000	300,000	400,000	851,774	3,844,481
Net Income	-	-	-	-	-	-	-	-

Attachment: Attachment A - VTrans Budget (1574 : Valley Transportation Services, Inc./OmniTrans Efficiencies)

* Total Measure I Budgeted = \$2,828,132
Estimated Measure I Fiscal Year 2014/2015 Revenue = \$2,204,109
Measure I Reserves to Balance = \$624,023



MEMO

TO: Ray Wolfe, SANBAG Executive Director

CC: VTrans Board of Directors; Scott Graham; Mitch Alderman; Andrea Zureick

FROM: Beth Kranda, VTrans CEO

DATE: November 4, 2014

RE: *VTrans/Omnitrans Efficiencies*

During our meeting last week, SANBAG proposed that VTrans and Omnitrans should consider the efficiencies that could potentially be achieved by obtaining certain services, including legal and accounting, from Omnitrans. Since that meeting, Scott and I have met and discussed this notion several times. We have worked collaboratively to develop the analysis below.

ANALYSIS

	VTrans Hourly Rate	VTrans FY 13/14 Actuals	Omnitrans Rate
IT Support	\$100/hour	\$8,000	\$50/hour
Marketing	\$125/hour	\$16,000	\$35/hour
Legal	\$205/hour	\$20,000	\$190/\$260/\$225
Accounting	\$125/hour	\$50,600	NA
Rent	\$1.40/square foot	\$40,000	\$12.49/square foot

IT Support – VTrans’ need for IT support is minimal.

Marketing – Omnitrans proposes the services of a “specialist” position which is equivalent to a clerk. VTrans engages the services of highly experienced marketing professional. Usage of a marketing professional is sporadic throughout the year and is project specific.

Valley Transportation Services, Inc.

299 W. Foothill Boulevard, Suite 202 • Upland, CA 91786 • T: 909.981.5099 • www.vtrans.us.com



Legal – VTrans contracts with a firm who specializes in representing Consolidated Transportation Services Agencies. Not many firms understand this concept. VTrans’ attorney fees are less expensive than Omnitrans’ contracted attorney. Additionally, County Counsel is typically not available to nonprofit entities and due to multiple contracts between VTrans and Omnitrans, conflict of interest is a concern.

Accounting – Omnitrans has indicated that this would be cost prohibitive. VTrans secures the services of a CPA who manages our QuickBooks financial data. Payroll is processed by VTrans staff.

Rent – VTrans’ rate is extremely competitive. Our lease, which does not expire until October 31, 2018, is all-inclusive. All cleaning and bathroom supplies as well as daily cleaning of all office space, equipment and desks are included in the rate. VTrans occupies over 2,570 square feet and is currently at full capacity.

Maintenance – Omnitrans does not currently have the capability to offer maintenance services to community transportation vehicles. VTrans’ maintenance facility provides services to nonprofit fleets and other CTSA customers as required. VTrans’ site selection for the facility was designed to be in close proximity to our largest partners for the ease and convenience for our customers maintenance needs.

Partnership opportunities

In-Person ADA Assessment

VTrans and Omnitrans are actively working together to explore various models for an In-Person ADA Assessment project to curb the growth of the costly ADA service, as already identified in the Efficiencies Study.

Taxi Voucher Program

VTrans has launched a taxi voucher program and is working with Omnitrans to establish a referral process where Omnitrans would refer the more difficult to serve ADA trips (in terms of location, time, etc.) to VTrans. This program will also help to alleviate demand on ADA.

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**Used Vehicles**

Omnitrans has donated used vehicles that have exceeded the useful life standards to VTrans for rehabilitation and use as backup or replacement vehicles for nonprofits who are utilizing VTrans' repair shop.

Omnitrans' ADA Fleet

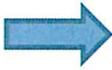
VTrans is currently a vendor to Omnitrans' contracted ADA provider, First Transit. First Transit has engaged our maintenance services in the past to help troubleshoot problems with the cutaway vehicle. Omnitrans and VTrans should enter into a MOU for VTrans to provide backup assistance when needed.

Valley Transportation Services, Inc.

299 W. Foothill Boulevard, Suite 202 • Upland, CA 91786 • T: 909.981.5099 • www.vtrans.us.com

Valley Transportation Services Travel Training Summary

August 1, 2012 - June 1, 2014

# of Individuals Completed Travel Training	134		# of Individuals Completed Travel Training (Current Access Riders)	31
# of Individuals Not Suited for Fixed-Route	7		Total	31
# of Individuals Incomplete Travel Training	17		# of Individuals Completed Travel Training - Referred by Disability Related Agency (non-Access Riders)	
# of Individuals Completed Group Training	30		Department of Rehabilitation	8
Total	188		Inland Regional Center	28
			Chaffey Learning Development	6
			Other	7
			Total	49

Cost Avoidance Summary

Monthly Deferred Paratransit Trips (Access Riders) 40 one-way trips X 31 Travel Trainees	1,240		Total Yearly Paratransit Trips	38,400	\$25.71*	\$987,264
Monthly Avoided Paratransit Trips (Non-Access PWD Fixed-Route Riders) 40 one-way trips X 49 Travel Trainees	1,960		Total Yearly Fixed-Route Trips	38,400	\$3.48*	(\$133,632)
Total Monthly Trips	3,200		Total Cost Avoidance			<u>\$853,632</u>
Total Yearly Trips	38,400		* Costs from Omnitrans' April 2014 Agency Management Report			

VTrans Travel Training Operating Costs

Travel Training for 31 Deferred Current Access Riders @ \$2,343	\$72,633
Travel Training for 49 Avoided Non-Access PWD Fixed-Route Riders @ \$2,343	\$114,807
Total Operating Costs for 80 Travel Trainees	<u>\$187,440</u>

Minute Action

AGENDA ITEM: 16

Date: *February 4, 2015*

Subject:

Allocation to North First Avenue Bridge over the Mojave River and Project Funding Agreement

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Allocate \$3,178,871 in North Desert Subarea Major Local Highway Program funds to the City of Barstow for the North First Avenue Bridge over the Mojave River, Bridge No. 54C-0089 Project.
- B. Approve Funding Agreement 15-1001118 in the amount of \$3,178,871 with the City of Barstow for the North First Avenue Bridge over the Mojave River, Bridge No. 54C-0089 Project.
- C. Approve a budget amendment to increase Task 0516 Measure I Mountain/Desert Apportionment and Allocations by \$150,000 from 4330 - North Desert Subarea Major Local Highway Program funds.

Background:

The North First Avenue Bridge over the Mojave River Project will replace an existing two-lane bridge over the Mojave River in the City of Barstow. The Project location is shown in Exhibit 1. The Project has been awarded Highway Bridge Program (HBP) Funds by the California Department of Transportation, and the City of Barstow has already begun the environmental phase of the project. The City has requested an allocation of \$3,178,871 North Desert Subarea Major Local Highway funds to provide the required local match to the HBP Funds for environmental, final design, right-of-way, and construction. The total cost of these phases is estimated to be \$27,750,433. Construction is anticipated to begin in Fiscal Year 2017/2018.

North Desert Subarea representatives met on October 29, 2014, and concur with the recommended allocation.

Entity: CTA

Board of Directors Agenda Item
February 4, 2015
Page 2

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget. A budget amendment is required to increase Task No. 0516 by \$150,000 from Fund 4330 - North Desert Subarea Major Local Highway Program funds.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 16, 2015. SANBAG General Counsel has reviewed this item and the draft agreement.

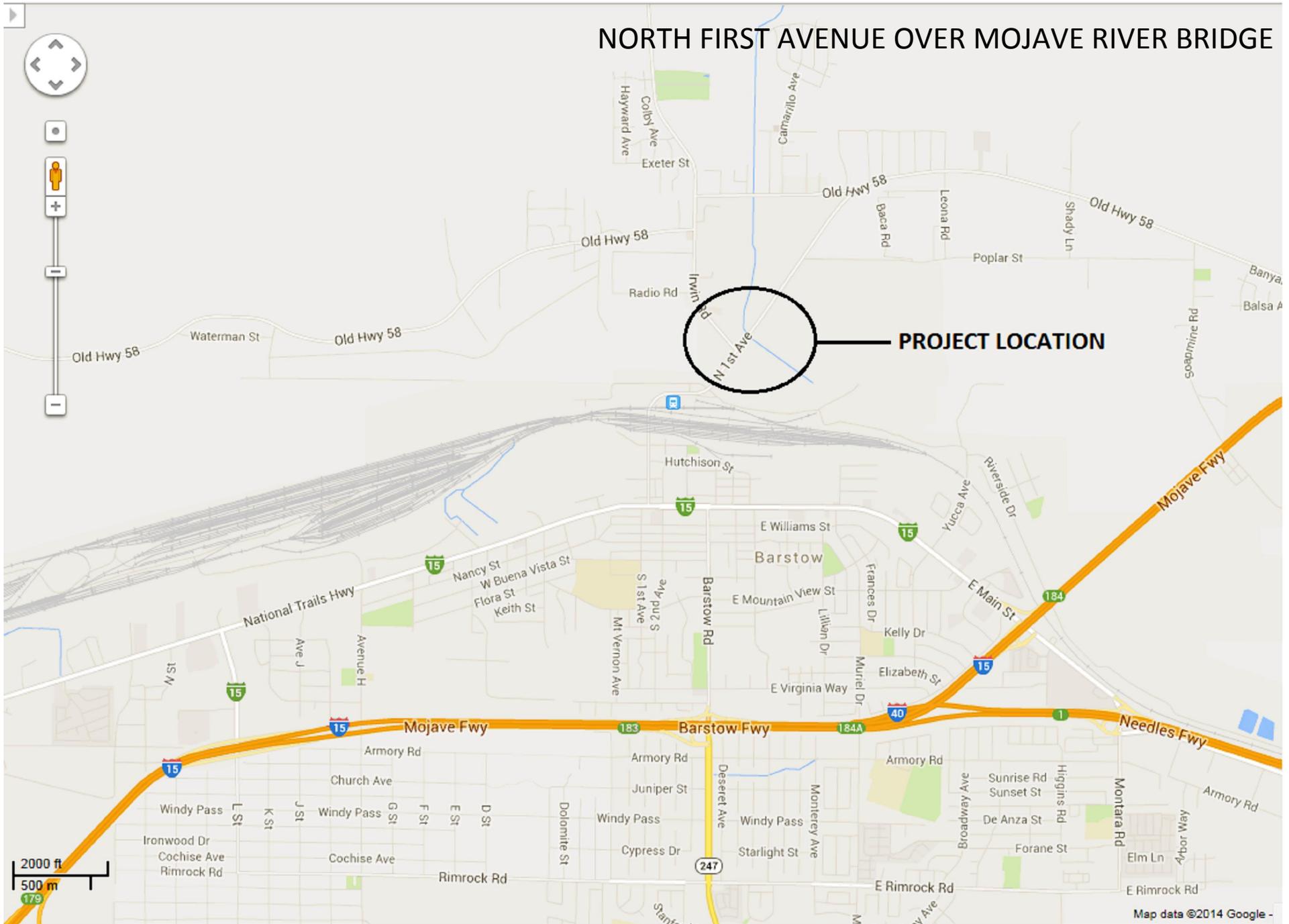
Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:

NORTH FIRST AVENUE OVER MOJAVE RIVER BRIDGE



Attachment: Exhibit 1 - North First Mojave River Bridge Location (1586 : New Contract Funding



CONTRACT SUMMARY SHEET

Contract No. C 15-1001118 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of Barstow

Contract Description Funding Agreement North First Avenue Bridge Over Mojave River Bridge No. 54C-0089

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: Approve allocation, funding agreement and budget amendment

Is this a Sole-Source procurement? Yes No N/A

CONTRACT OVERVIEW					
Original Contract Amount	\$	3,178,871	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	3,178,871	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	3,178,871

Contract Start Date 2/4/15	Current Contract Expiration Date 12/31/21	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. 0516.
 A Budget Amendment is required.

How are we funding current FY? North Desert 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 North Desert MLHP Funds
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Ellen Pollema		12/19/14
Project Manager (Print Name)	Signature	Date
<u>Andrea Lureick</u>		12-19-14
Task Manager (Print Name)	Signature	Date
<u>Andrea Lureick</u>		12-19-14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
<u>Jeffery Hill</u>		12/19/14
Contract Administrator (Print Name)	Signature	Date
<u>W. S. Anarisi</u>		1/5/14
Chief Financial Officer (Print Name)	Signature	Date

PROJECT FUNDING AGREEMENT NO. C15-1001118

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF BARSTOW

FOR

NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER
BRIDGE NO. 54C-0089
IN THE CITY OF BARSTOW

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 BARSTOW (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 North Desert Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 North Desert Subarea Major Local Highway Program (“MLHP”);
- B. The NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER, BRIDGE NO. 54C-0089 in the City of Barstow (“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 North Desert Subarea MLHP funds;
- D. On February 4, 2015, AUTHORITY’s Board of Directors approved allocation of \$3,178,871 in North Desert Subarea MLHP funds for the PROJECT;
- 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; and

H. AUTHORITY and CITY are entering into this Agreement with the understanding that AUTHORITY will reimburse CITY for eligible PROJECT 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 up to a maximum of \$3,178,871 in MLHP Funds. An estimate of costs for the PROJECT 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 expenditures that were incurred by CITY up to a maximum of \$3,178,871, 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 \$3,178,871 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT 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 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, 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 December 31, 2021, 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 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 NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER, BRIDGE NO. 54C-0089, (Description of Project and Milestones), and Attachment B, NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER, BRIDGE NO. 54C-0089 (Summary of Estimated 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 ARE ON THE FOLLOWING PAGE-----

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF BARSTOW

By: _____
L. Dennis Michael, President
Board of Directors

By: _____
Julie Hackbarth-McIntyre
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Terri Highsmith
CITY Attorney

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment A

NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER BRIDGE NO. 54C-0089 CITY OF BARSTOW

Description of Project and Milestones

Project Title			
North First Avenue over Mojave River Bridge No. 54C-0089			
Location, Project Limits, Description, Scope of Work, Legislative Description			
<p>The North First Avenue Bridge (Bridge No. 54C0089) over Mojave River is located 1.4 miles north of Route I-15. The project limits are approximately from Riverside Drive to Irwin Road. North First Avenue is the main north-south corridor connecting the northern and southern communities of the City of Barstow. Currently, the bridge has only two lanes, no shoulder, a 3' narrow walkway on north side of the existing bridge and a Functionally Obsolete (FO) of 54.5. The replacement bridge is proposed to address the overall condition of the bridge and provide standard lanes, shoulder, and sidewalks.</p>			
Component	Implementing Agency	Reimbursements	
PA&ED	City of Barstow	\$ 299,052	
PS&E	City of Barstow	\$ 288,250	
Right of Way	City of Barstow	\$ 92,240	
Construction	City of Barstow	\$ 2,499,329	
Legislative Districts			
Assembly:		33rd	Senate: 16
Congressional:		8th	
Purpose and Need			
<p>The communities north of Barstow are connected to the south communities of the City by North First Avenue bridge over Mojave River. The Mojave River divides these two communities. Currently the existing bridge, initially built in 1933, is listed as functionally obsolete in Caltrans Structure Maintenance & Investigation reports. The rating is due to its age, and geometry.</p> <p>The replacement of the North First Ave Bridge over Mojave River will be consisted with the design standards of the North Avenue Bridge over BNSF and provide for a continuous standard lanes, shoulders and sidewalks.</p>			
Project Benefits			
<p>The replacement of the bridge would have the following benefits:</p> <ul style="list-style-type: none"> • Keeps Barstow's northern and southern communities connected. • Keep transportation goods moving from the west coast to middle eastern United States. • Provides for a safe transportation route. • Provides alternate transportation methods such as walking and bicycling. 			

Project Milestone		Proposed
Project Funding Approved –E76		8/21/2014
Begin Environmental (PA&ED) Phase		2/2015
Circulate Draft Environmental Document	Document Type IS/EA	1/2016
Draft Project Report		6/2016
End Environmental Phase (PA&ED Milestone)		1/2017
Begin Design (PS&E) Phase		1/2017
End Design Phase (Ready to List for Advertisement Milestone)		6/2018
Begin Right of Way Phase		1/2017
End Right of Way Phase (Right of Way Certification Milestone)		6/2018
Begin Construction Phase (Contract Award Milestone)		9/2018
End Construction Phase (Construction Contract Acceptance Milestone)		4/2020
Begin Closeout Phase		4/2020
End Closeout Phase (Closeout Report)		6/2020

ATTACHMENT B
NORTH FIRST AVENUE BRIDGE OVER THE MOJAVE RIVER
BRIDGE NO. 54C-0089
CITY OF BARSTOW

Summary of Estimated Costs

Component	Total Cost	AUTHORITY SHARE* MLHP Funds	CITY Local Funds	Federal Highway Bridge Program Funds
PAED	\$ 2,593,684	\$ 299,052		\$ 2,294,632
PS&E	\$ 2,499,999	\$ 288,250		\$ 2,211,749
Right of Way	\$ 800,000	\$ 92,240		\$ 707,760
Construction	\$ 21,676,750	\$ 2,499,329		\$ 19,177,421
Total	\$ 27,570,433	\$ 3,178,871		\$ 24,391,562

*AUTHORITY's Share can be 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 other funds without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 17

Date: *February 4, 2015*

Subject:

Memorandum of Understanding concerning US 395 and State Route 58

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve technical corrections to Contract C14066, the Eastern California Transportation Planning Partnership Memorandum of Understanding.

Background:

In May 2013, the Board of Directors approved changes to the original Eastern California Transportation Planning Partnership (ECTPP) Memorandum of Understanding (MOU). Since that time and before approval by the other parties to the agreement, changes in staff at several of the participating agencies have resulted in necessary changes to the signatories and minor corrections are needed to the mile marker for the start of the project and the California Transportation Commission adoption date, resolution number, and fund type. Attached to this agenda item is the final version incorporating all modifications to language and signatories. Also attached to the MOU are copies of the original funding agreements and a summary of the funding plans of the various joint projects of the member agencies of the ECTPP.

The ECTPP was created in 2002 with the goal to coordinate development of long range transportation plans, transportation improvement programs, and other transportation planning systems studies required to address interregional issues. Furthermore, the ECTPP made a commitment to the long-range improvement of US-395 from San Bernardino County to the Mono County/Nevada State Line.

In 2002, a four-agency MOU was executed by Kern County Council of Governments (Kern COG), Inyo County Local Transportation Commission (Inyo County LTC), Mono County Local Transportation Commission (Mono County LTC), and San Bernardino Associated Governments (SANBAG). The purpose of the MOU was to support increased capacity on the U.S. 395 Corridor by prioritizing the development of projects identified in the “U.S. 395 Corridor Study”.

The Agencies also agreed to pool county shares of Regional Improvement Program (RIP) funds for the purpose of jointly sponsoring projects on the U.S. 395 Corridor. Kern COG, Inyo County LTC, and Mono County LTC each contributed \$2 million of their RIP funds to the realignment of U.S. 395. The California Department of Transportation (Caltrans) allocated \$4 million of Interregional Transportation Improvement Program (ITIP) funds and SANBAG allocated \$4 million in RIP funds.

Entity: CTC

Board of Directors Agenda Item

February 4, 2015

Page 2

Caltrans, while not a party to the MOU, acknowledges the intent of the parties is to pool funding for both U.S. 395 and SR 58 projects. Since 1998, the MOU partners have invested in capacity adding projects on the U.S. 395 and the SR 14 corridors. The total investment to date, including the contributions from ITIP, is \$248 million.

In early 2011, a Program Change Request (PCR) was prepared by Caltrans to officially split the U.S. 395 Realignment Project into two segments. The southerly segment would start at the junction of I-15 and U.S. 395 (PM 4.0) and end at Purple Sage Road (PM 21.61) above Adelanto. The northerly segment would start at Purple Sage Road (PM 21.61) and end at 0.5 miles south of Farmington Road at Kramer Junction, just north of SR 58. The split allowed work to continue on the northerly segment so that the funds designated by Kern, Inyo and Mono counties could still be used towards delivery of a project design prior to formal reallocation of the funds.

In November 2011, the SANBAG Board of Directors supported suspending work on the southerly portion of the U.S. 395 Realignment Project and reallocated \$4 million of RIP funds to the northerly segment of the project.

Financial Impact:

The item has no financial impact to the FY14/15 SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on January 16, 2015. SANBAG General Counsel has reviewed this item and the MOU.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. C 14066 Amendment No. _____

By and Between

Inyo County LTC, Kern Council of Governments, and San Bernardino Associated Governments acting as San Bernardino Mono County LTC County Transportation Commission

Contract Description Memorandum of Understanding between Eastern California Transportation Planning Agencies

Board of Director's Meeting Date: 11/6/13
Overview of BOD Action: Approved as presented
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A

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

Contract Start Date 11/6/13	Current Contract Expiration Date N/A	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>941</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? N/A					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: MOU only					
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

Ellen Poltema
Project Manager (Print Name)

Steve Smith ←
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. STAWARSKI
Chief Financial Officer (Print Name)

Ellen Poltema 10/7/13
Signature Date

Steve Smith 10/7/13
Signature Date

Andrea Zureick 10/7/13
Signature Date

Jeffery Hill 10/15/13
Signature Date

W. Stawarski 10/17/13
Signature Date

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

This Amended and Restated Memorandum of Understanding (MOU) is entered into, by, and between the Inyo County Local Transportation Commission and Mono County Local Transportation Commission (LTCs), the Kern Council of Governments (Kern COG), and the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Commission (SANBAG), collectively referred to herein as AGENCIES, nominally dated September 19, 2013.

RECITALS

The LTCs and the Kern COG were established pursuant to California Government Code Section 29532, and SANBAG was established as the San Bernardino County Transportation Commission pursuant to California Government Code Section 130054.

The AGENCIES wish to cooperate and seek common goals in the development of U.S. 395, from Interstate 15 to the Mono County/Nevada State line and including Highway 120 in Mono County (referred to herein as 395 CORRIDOR).

The LTCs and the Kern COG entered into a Memorandum of Understanding in January 1999 that provides for the joint funding of certain projects on the 395 CORRIDOR, along with the following other considerations:

- Forming a coalition consisting of Inyo, Mono, and Kern County Regional Transportation Planning Agencies (RTPAs)
- Meeting regularly
- Developing additional MOUs to define the planning process and the 395 CORRIDOR development plan
- Jointly funding projects (referred to herein as PROJECTS) on the 395 CORRIDOR, to include Highway 120
- At a future date invite SANBAG to participate in the coalition and increase the scope to include the development of U.S. 395 from Interstate 15 to the Kern/San Bernardino County line.

This MOU records the result of meetings between the AGENCIES and Caltrans District offices No. 6, 8, and 9 concerning the development of the 395 CORRIDOR. The AGENCIES and Caltrans have agreed to support increased capacity on the 395 CORRIDOR, and have prioritized the development of projects in the "U.S. 395 Corridor Study" which was completed on behalf of the four county RTPAs.

The AGENCIES also wish to cooperate, seek common goals, and facilitate the development of State Route 58 from Interstate 5 to Interstate 40. State Route 58 functions as a critical east-west corridor connecting the Western United States to the Pacific Coast by way of Interstate 40 and is a major route for goods movement in addition to passenger travel.

Kern COG is seeking endorsement from participating AGENCIES of the importance to improve the State Route 58 Corridor through Kern County to a freeway facility. AGENCIES request that Caltrans consider this segment of State Route 58 in the Interregional Improvement Program (IIP). However, there are no related financial implications for this endorsement for any of the participating AGENCIES at this time.

ROLES AND RESPONSIBILITIES

Under this MOU, the AGENCIES agree to pool Regional Improvement Program (RIP) funds (county shares) for the purpose of joint sponsoring PROJECTS on the 395 CORRIDOR. The RTPAs hereby request the California Transportation Commission (CTC) commit Interregional Improvement Program (IIP) funding toward the joint sponsored PROJECTS.

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

The AGENCIES agree to meet and confer upon request of any party to this MOU or by any of the three Caltrans Districts to discuss proposed changes to project scope, limits, cost and/or schedule. Any proposed change to PROJECT scope, limits, cost and/or schedule must be approved by the California Transportation Commission before becoming effective. The AGENCIES agree to not change the scope, limits, cost, and/or schedule of the PROJECTS without the mutual consent of all parties to the MOU. Said consent by the AGENCIES will not be unreasonably withheld if it can be demonstrated that the proposed changes will not impact funding and/or delivery of other programmed priority projects. If there are cost increases, then each of the AGENCIES' contribution will be increased proportionately, subject to the mutual consent of all parties to the MOU.

This MOU becomes effective when fully executed by all parties. The terms and conditions of this MOU remain in effect until the proposed PROJECT identified below is completed (when Final Estimate has been processed by the State) or abandoned by a unanimous vote of the parties hereto. This MOU can be modified or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties notwithstanding this MOU. In the event funding for any of the PROJECTS is not authorized by the CTC, the provisions for funding that PROJECT contained in this MOU shall become null and void.

PROPOSED PROJECTS AND FUNDING

For the 2002 STIP the component of PROJECT for joint funding under this agreement is:

- **Development of the U.S. 395 corridor from approximately Interstate 15 to State Route 58 (PM4.0-48.0). Achieve Project Approval and Environmental Document.**

Each party recognizes that, while no reciprocal projects are identified in the remaining Counties in this MOU, that there may be jointly funded future projects in each County identified in future MOUs.

This MOU does not necessarily constitute agreement to program the remaining phases of this PROJECT in the future STIPs, but doesn't preclude further funding of the remaining components. The MOU partners agree to continue to consider mechanisms for funding future phases of this PROJECT. The Project Approval and Environmental component cost is estimated at \$14,000,000. This MOU splits the funds to be programmed as follows:

\$2,000,000 by Mono County LTC
 \$2,000,000 by Inyo County LTC
 \$2,000,000 by Kern COG
 \$4,000,000 by SANBAG

The California Transportation Commission adopted the 2002 STIP by resolution G-02-04 on April 04, 2002, which committed \$4,000,000 of ITIP funds to this project. The AGENCIES hope the State continues to support this project as it progresses.

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

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

Inyo, Mono, and Kern County RTPAs and SANBAG have, by separate Resolution or Minute Order authorized their duly appointed officers to execute this agreement.

Kern Council of Governments

[Signature]
Harold W. Hanson, Chairperson Date

[Signature] 9-19-13
Phillip W. Hall, Deputy County Counsel Date

[Signature]
Ahron Hakimi, Executive Director

Inyo County Local Transportation Commission

[Signature]
Robert Kimball, Chairperson Date

[Signature] 10/9/13
Dana Crom, Deputy County Counsel Date

[Signature]
Clint Quilter, Executive Director Date

Mono County Local Transportation Commission

[Signature] 11/15/13
Larry Johnston, Chairperson Date

[Signature] 4/14/14
Marshall Rudolph, County Counsel Date

[Signature]
Scott Burns, Executive Director Date

San Bernardino Associated Governments

[Signature]
L. Dennis Michael, President Date

[Signature]
Eileen Monaghan Teichert, General Counsel Date

[Signature]
Raymond W. Wolfe, Executive Director Date

CALTRANS ACKNOWLEDGMENT:

Although not a party to this MOU, Caltrans acknowledges the intent of the parties to pool their RIP county shares with IIP funds for the purpose of jointly funding the State Highway Projects as specified in this 395 MOU and to support freeway improvements on State Route 58 in Kern County.

[Signature]
Thomas P. Hallenbeck, District Director
Caltrans, District 9 Date

[Signature]
Sharri Bender-Ehlert, District Director
Caltrans, District 6 Date

[Signature]
Basem Muallem, District Director
Caltrans, District 8 Date

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY
LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY
LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS**

<p align="center">Attachment A 1999 MOU, 4 pages 2001 MOU, 3 pages</p>
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MEMORANDUM OF UNDERSTANDING

BETWEEN

**INYO COUNTY LOCAL TRANSPORTATION COMMISSION,
MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND
KERN COUNCIL OF GOVERNMENTS**

This Memorandum of Understanding is entered into, by, and between the Inyo County Local Transportation Commission, the Mono County Local Transportation Commission, and the Kern Council of Governments (Kern COG).

RECITALS

These three Regional Transportation Planning Agencies (RTPAs) were established pursuant to California Governments Code Section 29532, and have been designated as the RTPAs serving their respective counties by the Secretary, California Business, Transportation and Housing Agency.

The RTPAs have been advised that the California Transportation Commission (CTC) is encouraging Regional Transportation Planning Agencies to cooperate in the development of priorities related to the programming of State Transportation Improvement Program (STIP) funds for highway projects. Additional funding is anticipated for programming in the 1998 STIP Amendment.

The Inyo, Mono Local Transportation Commissions and Kern COG wish to cooperate and seek common goals in the development of State Route 14, from the Los Angeles/Kern County line to its terminus at the junction of U.S. 395, and U.S. 395, from Interstate 15 to the Mono County/Nevada State line and including Highway 120 in Mono County (referred to herein as CORRIDOR). The RTPAs wish to further consider:

- Forming a coalition consisting of Inyo, Mono and Kern County RTPAs
- Meeting regularly
- Developing additional MOUs to define the planning process and the CORRIDOR development plan
- Jointly funding projects (referred to herein as PROJECTS) on the CORRIDOR, to include Highway 120
- At a future date invite San Bernardino RTPA to participate in the coalition and increase the scope to include the development of U.S. 395 from Interstate 15 to the Kern/San Bernardino County line.

ROLES AND RESPONSIBILITIES

Under this MOU, Inyo, Mono and Kern County RTPAs agree to pool Regional Transportation Improvement Program (RTIP) funds (county shares) for the purpose of joint sponsoring PROJECTS on

EXHIBIT 0

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY
LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY
LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS**

the CORRIDOR. The RTPAs hereby request the CTC commit Interregional Transportation Improvement Program (ITIP) funding toward the joint sponsored PROJECTS.

The RTPAs agree to meet and confer upon request of any party to this MOU or by Caltrans to discuss proposed changes to project scope, limits, cost and/or schedule. Any proposed changes to project scope, limits, cost and/or schedule must be approved by the California Transportation Commission before becoming effective. The RTPAs agree to not change the project scope, limits, cost and/or schedule of the projects without the mutual consent of all parties to the MOU. Said consent by the RTPAs will not be unreasonably withheld if it can be demonstrated that the proposed changes will not impact funding and/or delivery of other programmed priority projects.

This MOU becomes effective when fully executed by all parties. The terms and conditions of this MOU remain in effect until the proposed PROJECTS identified below are complete (when Final Estimate has been processed by the State) or abandoned by a unanimous vote of the parties hereto. This MOU may be terminated by any of the MOU partners if all of the PROJECTS have not been completed or programmed in the 2008 STIP adopted by the CTC. This MOU can be modified or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties not withstanding this MOU. In the event funding is not authorized by the CTC, this MOU shall become null and void.

PROPOSED PROJECTS AND FUNDING

For the 1998 STIP Amendment the proposed components of PROJECTS for joint funding under this agreement are:

- Widen U.S. 395 in Inyo County to four lane expressway from P.M. 30.8 to 41.6- Olancha/Cartago project. Achieve Project Approval and Environmental Document.
- Widen State Route 14 in Kern County to four lane expressway from P.M. 16.2 to 26.3- North Mojave project. Achieve Project Approval and Environmental Document.
- This MOU also incorporates PROJECT(S) to be identified on U.S. 395 and/or State Route 120 in Mono County. Prior to any PROJECTS identified in this MOU being advanced for Plans Specifications and Engineering, Mono County shall identify its PROJECT(S). PROJECT(S) identified by Mono County shall be amended into this MOU and must be agreed to by both the other parties hereto. Mono County's PROJECT(S) must be identified prior to the adoption of the 2002 STIP or this MOU shall be automatically terminated.

Each party of this MOU agrees to program the remaining phases of these projects in the future STIP's, in accordance with this MOU. The MOU partners will return a matching percentage advanced by the other MOU partners for PROJECTS jointly funded under this MOU. Funds advanced shall be repaid during the next STIP cycle if the MOU is terminated.

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

The projects are to be funded as follows:

40% by the County RTIP in which the PROJECT is located.

40% by the State ITIP

10% each by the two remaining County's RTIPs

Inyo, Mono, and Kern County RTPAs have, by separate Resolution or Minute Order, authorized their duly appointed officers to execute this agreement.

Kern Council of Governments

Cathy Profit 1-11-99
Cathy Profit Date
Chairman

Kirk Perkins 1/18/99
Kirk Perkins Date
Deputy County Counsel

Ron Brummett 1/2/99
Ron Brummett Date
Executive Director

Inyo County Local Transportation Commission

Robert Kimball
Robert Kimball Date
Chairman

Paul Bruce for 1/7/99
Paul Bruce Date
County Counsel

Jeff Lovett 1-7-99
Jeff Lovett Date
Executive Director

Mono County Local Transportation Commission

Jann Ronci 1-2-99
Jann Ronci Date
Chairman

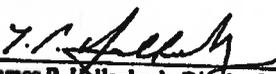
Marshall Rudolph 1/7/99
Marshall Rudolph Date
County Counsel

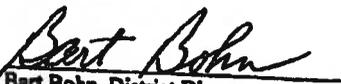
Scott Burns 1-7-99
Scott Burns Date
Executive Director

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

CALTRANS ACKNOWLEDGMENT:

Although not a party to this MOU, Caltrans acknowledges the intent of the parties to pool their RTIP county shares with ITIP funds for the purposes of jointly funding the State Highway Projects as specified in the MOU.


Thomas P. Hallenbeck, District Director
Caltrans, District 09


Bart Bohn, District Director
Caltrans, District 06

1/7/99
Date

1/7/99
Date

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INYO COUNTY LOCAL TRANSPORTATION COMMISSION,
MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND
KERN COUNCIL OF GOVERNMENTS**

This Memorandum of Understanding is entered into, by, and between the Inyo County Local Transportation Commission, the Mono County Local Transportation Commission, and the Kern Council of Governments (Kern COG).

RECITALS

These three Regional Transportation Planning Agencies (RTPAs) were established pursuant to California Government Code Section 29532, and have been designated as the RTPAs serving their respective counties by the Secretary, California Business, Transportation and Housing Agency.

The Inyo and Mono Local Transportation Commissions and Kern COG wish to cooperate and seek common goals in the development of State Route 14, from the Los Angeles/Kern County line to its terminus at the junction of U.S. 395, and U.S. 395, from the Kern/San Bernardino County line to the Mono County/Nevada State line and including Highway 120 in Mono County (referred to herein as CORRIDOR).

As evidence of the cooperation between these three RTPAs, they entered into a Memorandum of Understanding in January, 1999 that provides for the joint funding of certain projects on the CORRIDOR, along with the following other considerations:

- Forming a coalition consisting of Inyo, Mono, and Kern County RTPAs
- Meeting regularly
- Developing additional MOUs to define the planning process and the CORRIDOR development plan
- Jointly funding projects (referred to herein as PROJECTS) on the CORRIDOR, to include Highway 120

During meetings between the RTPAs additional projects have been identified on the CORRIDOR which they consider to be of mutual benefit and which the three RTPAs wish to jointly fund.

ROLES AND RESPONSIBILITIES

Under this MOU, Inyo, Mono, and Kern County RTPAs agree to pool Regional Improvement Program (RIP) funds (county shares) for the purpose of joint sponsoring PROJECTS on the CORRIDOR. The RTPAs hereby request the CTC commit Interregional Improvement Program (IIP) funding toward the joint sponsored PROJECTS.

The RTPAs agree to meet and confer upon request of any party to this MOU or by Caltrans to discuss proposed changes to project scope, limits, cost and/or schedule. Any proposed change to project scope, limits, cost and/or schedule must be approved by the California Transportation

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY
LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY
LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS**

Commission before becoming effective. The RTPAs agree to not change the scope, limits, cost, and/or schedule of the projects without the mutual consent of all parties to the MOU. Said consent by the RTPAs will not be unreasonably withheld if it can be demonstrated that the proposed changes will not impact funding and/or delivery of other programmed priority projects.

This MOU becomes effective when fully executed by all parties. The terms and conditions of this MOU remain in effect until the proposed PROJECTS identified below are complete (when Final Estimate has been processed by the State) or abandoned by a unanimous vote of the parties hereto. This MOU may be terminated by any of the MOU partners if all of the PROJECTS have not been completed or programmed in the 2012 STIP adopted by the CTC. This MOU can be modified or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties not withstanding this MOU. In the event funding for any of the PROJECTS is not authorized by the CTC, the provisions for funding those PROJECTS contained in this MOU shall become null and void.

PROPOSED PROJECTS AND FUNDING

For the 2002 STIP, the proposed components of PROJECTS for joint funding under this MOU are:

- **Widen State Route 14 in Kern County to four lane expressway from P.M. 45.9 to 62.3 – Freeman Gulch project. Achieve Project Approval and Environmental Document.**
- **Widen Highway 395 in Kern County to four lane expressway from P.M. 14.8 to 23 - Inyo Kern four-lane project. Achieve Project Approval and Environmental Document.**

Each party recognizes that, while no reciprocal projects are identified in the remaining Counties, the intent is to jointly fund future projects in each County.

Each party of this MOU agrees to program the remaining phases of these PROJECTS in the future STIP's, in accordance with this MOU. The MOU partners will return a matching percentage advanced by the other MOU partners for PROJECTS jointly funded under this MOU. Funds advanced shall be repaid during the next STIP cycle if the MOU is terminated.

The projects are to be funded as follows:

- 40% by the County RIP in which the PROJECT is located
- 40% by the State IIP
- 10% each by the two remaining County's RIPs

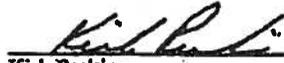
Inyo, Mono, and Kern County RTPAs have, by separate Resolution or Minute Order, authorized their duly appointed officers to execute this MOU.

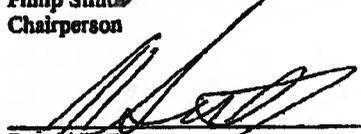
AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

Kern Council of Governments:

Approved as to form:

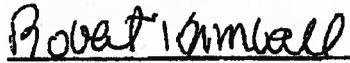

Philip Smith
Chairperson

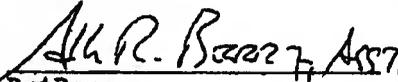

Kirk Perkins
Deputy County Counsel

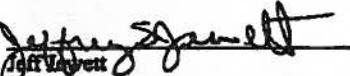

Ronald E. Brummett
Executive Director

Inyo County Local Transportation Commission

Approved as to form:

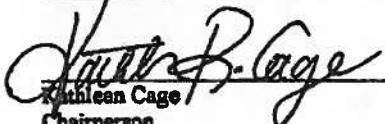

Robert Kimball
Chairman

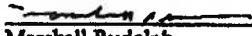

Paul Bruce
County Counsel


Jeff Yagert
Executive Director

Mono County Local Transportation Commission

Approved as to form:


Kathleen Cage
Chairperson


Marshall Rudolph
County Counsel


Scott Burns
Executive Director

CALTRANS ACKNOWLEDGMENT:

Although not a party to this MOU, Caltrans acknowledges the intent of the parties to pool their RIP county shares with IIP funds for the purpose of jointly funding the State Highway Projects as specified in this MOU.


Thomas F. Hallenbeck, District Director
Caltrans, District 9


J. Mike Leonardo, Acting District Director
Caltrans, District 6

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN INYO COUNTY
LOCAL TRANSPORTATION COMMISSION, KERN COUNCIL OF GOVERNMENTS, MONO COUNTY
LOCAL TRANSPORTATION COMMISSION, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS**

ATTACHMENT B

2013 Memorandum of Understanding Between Inyo County, Mono County and Kern County

MOU Programming Summary - (\$ X 1,000) - BOLD - Programmed Italic - Not Yet Programmed							
	FY	IIP	Inyo	Kern	Mono	Total	Status
(Kern) North Mojave 4-Lane		\$27,403	\$6,851	\$27,403	\$6,851	\$68,508	Constructed
(Inyo) Olancha Cartago		\$49,071	\$49,071	\$12,268	\$12,268	\$122,678	Final Environmental
Environmental	7/8	\$2,749	\$2,749	\$687	\$687	\$6,872	In Progress
Design	12/13	\$2,051	\$2,051	\$513	\$513	\$5,128	Not Started
Rights-of-Way	14/15	\$6,620	\$6,620	\$1,655	\$1,655	\$16,550	Not Started
Construction	17/18	\$37,400	\$37,400	\$9,350	\$9,350	\$93,500	Proposed in 2014 Cycle
(Mono) High Point		\$597	\$150	\$150	\$597	\$1,494	Constructed
Environmental	2/3	\$541	\$135	\$135	\$541	\$1,352	Completed
Design	7/8	\$56	\$15	\$15	\$56	\$142	Completed
The remainder of this project was delivered in the state highway maintenance program (SHOPP) - figures below							
Design	11/12					\$1,770	Completed
Rights-of-Way	11/12					\$288	Completed
Construction	11/12					\$20,100	Completed
(Kern) Inyokern		\$1,240	\$310	\$1,240	\$310	\$3,100	Shelved
Environmental	2/3	\$1,240	\$310	\$1,240	\$310	\$3,100	
This project was removed from the							
(Kern) Freeman Gulch Env.		\$779	\$195	\$779	\$195	\$1,948	Completed
Environmental	2/3	\$779	\$195	\$779	\$195	\$1,948	
This project was broken into segments to facilitate financing over multiple funding cycles. See segment information below.							
(Kern) Freeman Gulch Seg. 1		\$17,955	\$4,489	\$17,955	\$4,489	\$44,888	In Design
Design	12/13	\$1,000	\$250	\$1,000	\$250	\$2,500	In Progress
Rights-of-Way	14/15	\$4,520	\$1,130	\$4,520	\$1,130	\$11,300	Not Started
Construction	16/17	\$12,435	\$3,109	\$12,435	\$3,109	\$31,088	Not Started
(Kern) Freeman Gulch Seg. 2		\$19,075	\$3,258	\$19,075	\$3,258	\$44,666	In Design
Design	15/16	\$1,300	\$975	\$0	\$975	\$3,250	In Progress
Rights-of-Way	16/17	\$3,044	\$2,283	\$0	\$2,283	\$7,610	Not Started
Construction	Future	\$14,731	\$0	\$19,075	\$0	\$33,806	
(Kern) Freeman Gulch Seg.3		\$21,726	\$5,419	\$21,726	\$5,419	\$54,290	Not Started
Design	Future	\$1,840	\$460	\$1,840	\$460	\$4,600	Not Programmed
Rights-of-Way	Future	\$510	\$115	\$510	\$115	\$1,250	Not Programmed
Construction	Future	\$19,376	\$4,844	\$19,376	\$4,844	\$48,440	Not Programmed
Total :		\$137,846	\$69,743	\$100,596	\$33,387	\$341,572	
		IIP	Inyo	Kern	Mono		County Total
Inyo		\$49,071	\$49,071	\$12,268	\$12,268		\$122,678
Kern		\$88,178	\$20,522	\$88,178	\$20,522		\$217,400
Mono		\$597	\$150	\$150	\$597		\$1,494
Total By		\$137,846	\$69,743	\$100,596	\$33,387		\$341,572
Agenc		Outside County	Received in County		Total Expended by County		
Inyo		\$ 20,672	\$ 122,678		\$ 89,743		
Kern		\$ 12,418	\$ 217,400		\$ 100,596		
Mono		\$ 32,790	\$ 1,494		\$ 33,387		

Programming indicated above reflects both advanced phases from previous STIP cycles in addition to future needs. Cost estimates are subject to revision.

Minute Action

AGENDA ITEM: 18

Date: *February 4, 2015*

Subject:

Transportation Development Act Triennial Performance Audits for Fiscal Years 2012/2013/2014

Recommendation:

That the Board, acting as the San Bernardino County Transportation Commission, approve Contract No. 15-1001098 with PMC for the Fiscal Years 2012 – 2014 Transportation Development Act Triennial Performance Audits in an amount not-to-exceed \$124,369.

Background:

On October 27, 2014, the SANBAG Executive Director authorized the advertisement of Request for Proposals (RFP) 15-1001098 for Professional Services for the Fiscal Year (FY) 2012-2014 Transportation Development Act (TDA) Triennial Performance Audits in accordance with SANBAG Contracting Procurement Policy 11000, Section VII.B.1. The scope of work for the RFP as described in Contract Exhibit A included conducting the FY 2012-2014 TDA Triennial Performance Audits of the San Bernardino County Transportation Commission and the following transit operators/claimants: Cities of Barstow and Needles for their transit services, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority.

On October 27, 2014, RFP 15-1001098 was released and published on SANBAG's website. Approximately 48 firms were notified of the RFP. On November 15, 2014, five proposals were received: Conrad, Macias Gini & O'Connell LLP, Moore & Associates, Pharos Consulting Group and PMC.

An evaluation committee consisting of four representatives from SANBAG evaluated the proposals based on the following evaluation criteria:

- Qualifications of the Firm
- Staffing and Project Organization
- Work Plan

The evaluation criteria are consistent with other similar procurements. For the proposal, the work plan and the proposed staffing had the same weight and importance. The RFP identified that overall scoring would weigh the interview and the technical proposal as 60% and 40%, respectively.

On December 9, 2014, the evaluation committee reviewed all proposals based on the evaluation criteria. Scores for two of the firms were substantially higher than the scores of the remaining three firms. As a result, the evaluation committee interviewed the two firms most technically qualified; Moore & Associates and PMC.

Entity: CTC

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February 4, 2015

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Interviews were held on December 17, 2014. The selection panel agreed on recommending PMC to conduct the FY 2012-2014 TDA Triennial Performance Audits. The selection panel was impressed with the PMC team who demonstrated distinctive detailed knowledge of TDA and transit in San Bernardino County. PMC identified project challenges and provided solutions from a perspective and approach that was knowledgeable and comprehensive, with an emphasis on cooperation. Staff is requesting approval to award the FY 2012-2014 Triennial Performance Audits contract to PMC in the not-to-exceed the amount of \$124,369, to be funded with Local Transportation Fund (LTF) Administration funds.

Financial Impact:

This item is consistent with the Fiscal Year 2014/2015 SANBAG approved budget. The contract is to be funded with LTF Administration funds, which are allocated off the top of the LTF apportionment for the purpose of administering the LTF.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 15, 2015. This item and the draft agreement were reviewed by SANBAG General Counsel.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. 15-1001098 Amendment No. _____

By and Between

PMC

and San Bernardino County Transportation Commission

Contract Description FY 2012-2014 Transportation Development Act Triennial Performance Audits

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: Approve contract with consultant to conduct the FY 2012-2014 TDA Triennial Performance Audits of SANBAG and the six transit operators that receive TDA funding.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	124,369	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	124,369	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	124,369

Contract Start Date February 25, 2015 **Current Contract Expiration Date** June 30, 2016 **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. 0502.
 A Budget Amendment is required.
How are we funding current FY? LTF Admin

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Vanessa Jezik
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

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

Jeffery H. II
Contract Administrator (Print Name)

W. STAMRSKI
Chief Financial Officer (Print Name)

[Signature] 12-17-14
Signature Date

Andrea Zureick 12-17-14
Signature Date

Andrea Zureick 12-17-14
Signature Date

[Signature] 12/18/14
Signature Date

[Signature] 12/19/14
Signature Date

EXHIBIT A – SCOPE OF WORK

EXHIBIT A – SCOPE OF WORK

The Consultant will be required to perform the following tasks as part of the performance audits for SANBAG, referred to herein as the “Commission”, and each of six transit providers, referred to herein individually as “Operator” or collectively as the “Operators”:

1. Commission Audit

a. Determine Compliance with Legal and Regulatory Requirements

The Consultant will be required to review and determine the Commission’s compliance with the Transportation Development Act (TDA) and related sections of the California Administrative Code. The specific Code Sections for which compliance is to be verified are those specified within the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities”, which can be found at <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/PAGBookFinalPub.pdf>. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the Authority and assess the implementation of and/or progress being made on audit recommendations. The Consultant will need to make determinations as to whether recommendations that have not been implemented are:

- A. No longer applicable;
- B. Infeasible;
- C. Should still be implemented; or
- D. Underway

If a prior audit recommendation(s) has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits provided (or likely to be provided) by the recommendations. Significant accomplishments in implementing prior recommendations should be recognized.

c. Review Commission Functions

The Consultant will review each of the Commission’s TDA-related functions, consistent with the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities”. The functional review is expected to include

interviews with the Commission management staff and governing board as well as with Operators under the Commission’s jurisdiction. Supplemental interview with other regional agencies and state or federal agencies may be appropriate to gather more detailed information about areas of concern. Concerns over inefficient or ineffective Commission performance may be raised by:

1. Commission and Operator interviews concerning Commission’s functions;
2. Documents, such as the regional transportation plan, and adopted policies and procedures for evaluating TDA Claims;
3. Follow up of prior performance audits; and
4. Review of Commission’s compliance with statutory and regulatory requirements.

2. Transit Operator Audits

The Operators to be included in this scope of work are: the City of Barstow, for their transit services; Morongo Basin Transit Authority; Mountain Area Regional Transportation Authority; City of Needles, for their transit services; Omnitrans; and Victor Valley Transit Authority.

a. Determine Compliance with the Legal and Regulatory Requirements

The Consultant will be required to review and determine each Operator’s compliance with the TDA and related sections of the California Code of Regulations. At a minimum, the Code Sections for which compliance is to be verified are those specified with the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Agencies”, published by the California Department of Transportation. Should the Consultant identify instances of non-compliance, a finding regarding the non-compliance should be made in the audit report.

b. Follow-Up on Prior Performance Audit Recommendations

The Consultant will review the most recent prior performance audit for the Operator and assess the Operator’s implementation of and/or progress being made on audit recommendations. The Consultant will need to make a determination as to whether recommendations that have not been implemented are:

- A. No longer applicable;
- B. Infeasible;
- C. Should still be implemented; or
- D. Underway

If a prior audit recommendation has not been implemented but still has merit, the Consultant should include the prior audit recommendation in the current audit report. The Consultant will evaluate recommendations that have been implemented or are being implemented. For these recommendations, the Consultant should assess the benefits provided (or likely to be provided) by the recommendation. Significant accomplishments in implementing prior recommendations should be recognized.

c. Verify Performance Indicators

As part of the performance audit, Section 99246 of the Public Utilities Code requires verification of five performance indicators: operating cost per passenger, operating cost per vehicle service hour, passengers per vehicle service hour, passengers per vehicle service mile and vehicle service hour per employee. The Consultant will review and validate the Operator's collection of basic data needed to calculate these indicators for each fiscal year in the triennium. The Consultant will be expected to analyze performance indicators with the intent of identifying potential issues or concerns that may need further examination during the functional review.

As part of the functional review described below, the Consultant will be expected to select, calculate and analyze additional performance indicators that are appropriate to identify, quantify, and/or resolve performance problems and potential areas for improvement.

d. Review Operator Functions

The Consultant will review each operational function, consistent with the "Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities". The functional review is expected to include interviews with the Operator's management, staff, and governing board, as well as with selected Commission staff. Concerns over inefficient or ineffective Operator performance may be raised by:

1. Operator and Commission interviews concerning Operator functions;
2. Documents, such as user surveys or Short Range Transit Plans;
3. Review and analysis of TDA-required performance indicators;
4. Follow-up of prior performance audits; and
5. Review of Operator compliance with statutory and regulatory requirements

Such concerns of inefficient or ineffective performance should lead to further investigation, which may include the verification and calculation of additional performance indicators. This detailed investigation of functional concerns, problems, and potential improvements should make up the basis of most findings in the audit report.

Audit Deliverables

Upon completion of the above steps, the Consultant will prepare a management letter for each Operator including the Commission:

1. Findings regarding performance compared with goals and objectives
2. Findings regarding implementation of prior performance audit recommendations
3. Verification of at a minimum, the five TDA indicators
4. Verifications that the public transit Operator is not precluded by its labor agreement from employing part time operators or contracting with common carriers.
5. Recommendations, including estimated costs and benefits, for improving performance.

Such recommendations may include where further analysis is indicated from among the following functional areas:

- Governing body role
- Management and organization
- Transportation/Operations
- Maintenance
- Service Planning
- Budgeting and financial planning
- Management reporting
- Grants Management
- Purchasing
- Marketing and public relations
- Personnel Management
- Risk Analysis, claims and insurance
- Contract Operations

The Consultant will provide the Commission with one bound copy and one unbound copy and each Operator one bound copy of the draft management letter. After review, the Consultant will provide to the Commission six hard copies and 1 electronic copy of each report.

Consultant will be requested to make a presentation to each Operator's governing body, to the SANBAG Commuter Rail and Transit Committee and possibly to the full SANBAG Board.

Schedule:

October 27, 2014	SANBAG Releases Requests for Proposals
February 4, 2015	SANBAG selects consultant
May 2, 2015	Draft management letters submitted
May 21, 2015	Final Management letters
June 3, 2015	Presentation to Omnitrans Board
June 1 or 15, 2015	Presentation to Barstow City Council
June TBD, 2015	Presentation to Needles City Council
June 11, 2015	Presentation to SANBAG Commuter Rail and Transit Committee
June 15, 2015	Presentation to Victor Valley Transit Authority Board
June 15, 2015	Presentation to Mountain Area Regional Transit Authority Board
June 25, 2015	Presentation to Morongo Basin Transit Authority Board
July 10, 2015	Presentation to SANBAG Board (all audits)

**Summary of Operations, Recent Achievements and Current Concerns
San Bernardino County Transit Operator Performance Audit Fiscal Years 2012-2014**

1. City of Barstow, for their transit services

Under a Memorandum Of Understanding (MOU) with the County of San Bernardino, the City of Barstow administers the contracts for three transit systems – Barstow Area Transit, Big River Transit and Trona Transit Systems. Barstow Area Transit consists of five fixed routes along with demand response service for seniors and persons with disabilities; fixed route service is also offered in the adjacent unincorporated areas. Operations and maintenance is provided by a contract operator, MV Transportation. Big River Transit and Trona Transit provide volunteer transit services for seniors and persons with disabilities. During FY 2014 the City of Barstow’s transit services transported 238,586 passengers while providing 34,415 revenue service hours. Total operating expenses were \$2,180,872 while passenger revenue was \$200,114.

2. City of Needles, for their transit services

Needles Area Transit is a route deviation service that operates within the incorporated city and is operated through a private contractor, McDonald Transit. The city also contracts for demand response system for seniors and persons with disabilities through the Needles Senior Center. In addition Needles provides limited service to Bullhead City for medical appointments. During FY 2014 Needles Area Transit carried 35,706 passengers while operating 4,429 revenue service hours. Operating expenses totaled \$311,038 while passenger fares were \$37,706.

3. Morongo Basin Transit Authority (MBTA)

MBTA was formed as a Joint Powers Authority (JPA) between the Town of Yucca Valley, City of Twentynine Palms and the County of San Bernardino. MBTA operates deviated fixed route and general public demand response as well as intercity service into the Palm Springs area. During FY 2014 MBTA carried 366,700 passengers while providing 33,343 revenue service hours. Operating expenses totaled \$2,249,874 and passenger fares equaled \$358,445.

4. Mountain Area Regional Transit Authority (MARTA)

MARTA was formed as a JPA between the City of Big Bear Lake and the County of San Bernardino. MARTA operates a fixed route system in the Big Bear area and the Crestline area and a general dial a ride as well as intercity service from Big Bear Lake, Lake Arrowhead and Crestline into the City of San Bernardino. During FY 2014 this operation carried 156,501 passengers while providing 31,646 revenue service hours. Operating expenses totaled \$2,346,021 while passenger fares were \$313,486.

5. Omnitrans

Omnitrans is a JPA between 16 cities and the County of San Bernardino. Omnitrans directly operates fixed route service in the San Bernardino Valley and contracts with First Transit to provide ADA complementary paratransit service for seniors and persons with disabilities. During 2014 Omnitrans carried 15,689,294 passengers while providing 799,838 revenue service hours. Operating expenses totaled \$64,651,147 while passenger fares totaled \$14,772,716.

6. Victor Valley Transit Authority (VVTA)

VVTA is a JPA between the Cities of Adelanto, Hesperia, and Victorville, the Town of Apple Valley and the County of San Bernardino. VVTA administration is in-house while operations and maintenance is contracted services through Transdev. VVTA operates both fixed route and general public deviated services as well as dial a ride service for seniors and persons with disabilities and recently started operating limited intercity services from Barstow to Victorville three days per week. During 2014 VVTA carried 2,365,587 passengers while providing 254,749 revenue service hours. Operating expenses totaled \$14,186,570 while passenger fares totaled \$2,604,973.

Minute Action

AGENDA ITEM: 19

Date: *February 4, 2015*

Subject:

Appointments and Vacancies to SANBAG Committees and External Boards

Recommendation:

- A. Approve the appointment of Supervisor Curt Hagman as the Alternate Member to the Metro Gold Line Phase II JPA.
- B. Announce the results of the Mountain/Desert Sub Region cities' caucus to select a member to serve on the SANBAG General Policy Committee.
- C. Note the vacancy on the SR 91 Advisory Committee (Ex Officio Member).

Background:

- A. SANBAG Policy or external agency by-laws provides for the Board of Directors to make certain appointments to outside committees and Boards. It is recommended that Supervisor Curt Hagman be appointed as the Alternate Member to the Metro Gold Line Phase II JPA with a term expiring December 31, 2016.
- B. The Mountain/Desert Cities held a caucus among their members to select a member to serve on the General Policy Committee. The results of the caucus will be announced at the Board meeting. This position was previously held by Council Member Jim Harris of Twentynine Palms.
- C. SANBAG has a vacancy on the SR 91 Advisory Committee (Ex Officio Member). This Committee reviews issues and makes recommendations to OCTA regarding maintenance, operations, improvements and use of toll revenues from the SR 91 express lanes. This is a Board appointment and the term for this position will expire December 31, 2016.

Financial Impact:

This item is consistent with the adopted fiscal year 2014/2015 SANBAG budget.

Reviewed By:

This item has not received prior policy committee or technical advisory committee review.

Responsible Staff:

Duane Baker, Director of Management Services

Approved
 Board of Directors
 Date: February 4, 2015

Witnessed By:

Entity: CTA, CTC

Minute Action

AGENDA ITEM: 20

Date: *February 4, 2015*

Subject:

Report from the Independent Taxpayer Oversight Committee on Measure I Expenditure Plan and Audit for Fiscal Year 2012/2013

Recommendation:

Receive the report from the Independent Taxpayer Oversight Committee, finding that Measure I expenditures for Fiscal Year 2012/2013 are consistent with the provisions of the Measure I Expenditure Plan and Ordinance and making recommendations on Maintenance of Effort requirements and local pass-through compliance audits.

Background:

Measure I 2010-2040 contains a provision that required creation of an Independent Taxpayer Oversight Committee (ITOC). The role of the ITOC as written in Measure I is "...to provide citizen review and to ensure that all Measure I funds are spent in accordance with provisions of the Expenditure Plan and Ordinance."

The ITOC met in May and December 2014 to review the key financial documents related to expenditures of Measure I funds. The documents that the ITOC reviewed were:

- SANBAG Comprehensive Annual Financial Report for the year ended June 30, 2013
- Measure I Ten-Year Delivery Plan 2014 Update
- Major Projects Quarterly Status Briefing
- Measure I Local Pass Through Five-Year Capital Improvement Plans Summary Fiscal Years 2013/2014 – 2017/2018
- Summary of Annual Compliance Reports for Fiscal Year 2011/2012
- Summary of Annual Compliance Reports for Fiscal Year 2012/2013

After reviewing the data and meeting with SANBAG staff, the ITOC had three primary findings:

A. The expenditure of Measure I funds is consistent with the provisions of the Measure I Expenditure Plan and Ordinance. After reviewing the Comprehensive Financial Report, the Ten-Year Delivery Plan, the Major Projects Status and the Local Pass-through Capital Improvement Plans Summary, the ITOC found the projects to be consistent with the Measure I Expenditure Plan. The ITOC also found the expenditures and controls used for the major projects administered by SANBAG to be adequate.

B. SANBAG lacks a formal process to monitor "Maintenance of Effort" on the part of local agencies as required by the Measure I Ordinance and Section 190300 of the California Public Utilities Code. Maintenance of Effort is a requirement that a local agency use the Measure I funds they receive to supplement and not to replace their own discretionary fund sources used for transportation purposes.

Entity: CTA

Maintenance of Effort is referenced in two sections of the Measure I Ordinance approved by the voters. In the Preamble of the Ordinance it states:

“The San Bernardino County Transportation Authority [SANBAG] will continue to seek maximum funding for transportation improvements through State and federal programs. The Authority will not provide transactions and use tax revenue to any city or to the County unless all transportation revenues currently used by that agency are continued to be used for transportation purposes.”

Maintenance of Effort is also referenced in Section II. Mandated Taxpayer Safeguards, Subsection C. Maintenance of Effort which states:

“The Authority, by enactment of this Ordinance, intends the additional funds provided government agencies by this measure to supplement existing local revenues being used for street and highway purposes. Transactions and use tax revenue shall not be used to replace existing road funding programs or to replace requirements for new development to provide for its own road needs. Under this Measure, funding priorities should be given to addressing current road needs, easing congestion, and improving roadway safety.

The government agencies shall maintain their existing commitment of transportation funds for street, highway and public transit purposes, and the Authority shall enforce this provision by appropriate actions, including fiscal audits of the local agencies.”

While SANBAG does conduct audits of local agencies’ use of Measure I funds, it has not been auditing for or formally requiring local agencies to report Maintenance of Effort data. Since the ITOC meeting in May 2014, SANBAG staff has begun conversations with local agencies at the Transportation Technical Advisory Committee (TTAC) and the City/County Managers Technical Advisory Committee (CCMTAC) on Maintenance of Effort. The ITOC is requesting that the SANBAG Board direct staff to develop formal Maintenance of Effort processes to provide guidance to local agencies and staff on this subject and then for the Board to adopt those processes.

In order to measure Maintenance of Effort a base line year of expenditures is needed, and the ITOC is recommending using 2009 as the base year as this is the year before the start of the current Measure I Ordinance. The ITOC is recommending that the Maintenance of Effort requirements be applied retroactively to the start of the current Measure. The ITOC is also recommending that the Maintenance of Effort processes include provisions for agencies to appeal Maintenance of Effort calculations that may be skewed due to an agency saving for a large project or having unusually large expenditures due to a large project for which they have been saving starting construction. The ITOC could serve the role as the body to hear these appeals. Finally, the ITOC also recommends that processes be developed to allow local agencies to make up any deficiency in Maintenance of Effort over a two year period and that special consideration be given for the last 5 years of Measure I (2035 – 2040) to account for the lack of time to make up any deficiencies at the end of the Measure. Finally, the ITOC recommends that Maintenance of Effort processes have clear consequences identified for non-compliance such as withholding pass-through funds in escrow for the benefit of an agency until that agency comes into compliance.

C. There were some deficiencies in the timeliness of the local pass-through audits as well as a discrepancy with the beginning balances shown in the local pass-through audits from fiscal year 2011/2012 to fiscal year 2012/2013. The ITOC noted the delay in receiving a complete local pass-through audit in timely relation to the rest of the financial data and the end of the fiscal year. The ITOC notes that financial issues with individual cities as well as a change in the

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auditor performing the local pass-through compliance audits contributed to the delay and that SANBAG staff has put in place new measures and the Board of Directors has adopted new policies to better define expectations and processes to remedy this situation in future years. All local agencies' pass-through compliance audits are now complete and up to date with the exception of the City of San Bernardino. The ITOC recommends that should immediate progress not be made by the City of San Bernardino to provide the necessary data to allow completion of the pass-through compliance audit, then the Board should consider implementing policies to withhold Measure I funds until compliance is achieved. Since the December 2014 ITOC meeting, staff has been working with the City of San Bernardino and progress has been made and it is anticipated that the pass-through compliance audits for fiscal years 2011/2012 and 2012/2013 for the City of San Bernardino will be completed by late January 2015.

In regard to the discrepancy between the beginning balances from fiscal year 2011/2012 to 2012/2013, the ITOC notes that SANBAG identified the source of the discrepancies as a difference in how the prior and current auditors accounted for carryover from the previous Measure I 1990-2010 revenues and has corrected and restated the corrected numbers in the pass-through audit summary.

In general, other than the specific findings listed above, the ITOC finds that Measure I funds are achieving the objectives as outlined in the Expenditure Plan approved by the voters and is benefitting San Bernardino County with needed transportation improvements.

Financial Impact:

This item is consistent with the adopted SANBAG FY 2014/2015 Budget.

Reviewed By:

This item has been reviewed and approved by the Independent Taxpayer Oversight Committee.

Responsible Staff:

Duane Baker, Director of Management Services

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 21

Date: *February 4, 2015*

Subject:

2015 SANBAG General Assembly Visioning Awards Update

Recommendation:

Receive and File information on the 2015 SANBAG General Assembly Visioning Awards.

Background:

On June 18, 2015, SANBAG will hold the 5th Annual General Assembly at the Citizens Business Bank Arena. As part of this event, we are proud to continue our Visioning Awards program for the second year.

In 2014, SANBAG sought to recognize significant contributions made in our region through the creation of the Visioning Awards program. SANBAG was fortunate to be able to recognize fourteen individuals through the nomination process who positively impacted their local communities. At the General Assembly, one individual from each of the supervisorial districts was selected to receive special recognition during the program and one was selected from that group as the overall award winner.

SANBAG is seeking to recognize projects and programs in San Bernardino County that:

- Display leadership, integrity and a strong commitment
- Enhance civic, environmental and social stewardship
- Work collaboratively
- Promote ethical conduct and reliability

As we build upon the success of our 2014 program, we are continuing the program into a second year with a few modifications to streamline the award submission and recognition process.

In 2015, nominations will be sought from all communities, grouped by supervisorial district. One winner will be selected from each district, notified in advance, and recognized at the General Assembly. These five individuals will be further considered for the overall award, to be unveiled at the General Assembly.

In addition, the nominated individual was required to live in San Bernardino County in order to receive recognition in 2014. For this year, we are considering nominees for projects and programs that are located in San Bernardino County – even if the nominee lives outside of the area. This ensures that the many individuals that have a made major contributions to the region can be recognized, regardless of the home address.

Entity: CMA, COG, CTA, CTC, SAFE

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Lastly, in order to streamline the application process it is critical that the complete application packet, including contact information for the nominee and person submitting the application, as well as a biography and photo, be included at the time of submission. Incomplete applications are not able to be considered, thus careful attention is required to ensure a complete nomination packet.

The application is included in this report as Attachment A and is also available on SANBAG's website at <http://www.sanbag.ca.gov>. Applications are to be submitted via email to visioningawards@gmail.com. The nomination deadline is April 1, 2015 and winners will be announced May 29, 2015.

We hope that the 2015 Visioning Awards process is able to bring even greater attention to visionaries in our communities that are affecting change at the local and regional level.

Financial Impact:

This item has no fiscal impact on the FY 2014/2015 SANBAG Budget

Reviewed By:

This item has not received prior policy committee or technical advisory committee review.

Responsible Staff:

L. Dennis Michael, SANBAG President

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:

WORKING TOGETHER VISIONING TOMORROW

VISIONING AWARDS



Attachment: 2015 SANBAG GA - Visioning Awards Nomination Packet - FINAL (1620 : General Assembly Awards)



VISIONING AWARDS OVERVIEW

The San Bernardino Associated Governments (SANBAG) is the council of governments and transportation planning agency for San Bernardino County. SANBAG and its governing members—County of San Bernardino and 24 jurisdictional cities—work together to develop cooperative approaches on regional issues.

In 2015, SANBAG would like to bring recognition to leaders in our community by honoring local accomplishments and achievements through the presentation of Visioning Awards. One award will be presented to an individual in each of the five County Supervisorial districts within the County of San Bernardino. These five award winners will then be considered for the top honor and all will receive special recognition during the 2015 SANBAG General Assembly on June 18, 2015.

The Visioning Award will be given to individuals who positively impacted a community in 2014 by:

- Displaying leadership, integrity and a strong commitment
- Enhancing civic, environmental and social stewardship
- Working collaboratively
- Promoting ethical conduct and reliability

Our goal is to bring attention to visionaries in our community that rise above boundaries and affect positive change at a local and regional level.

AWARD GUIDELINES

- The project or program must be located within San Bernardino County
- The entry should exemplify strong community involvement
- Self-nominations will not be accepted
- Responses to questions must be a minimum of 100 words, but not exceed 300 words
- The deadline for submission of nomination packages is included in the award schedule
- Entries, documentation and photos will not be returned
- Bios, photos, and complete contact information must be included with the application
- Nominator should seek permission from the nominee prior to submitting an application



EVALUATION PROCESS

- Nominations will be judged based on the criteria listed
- Nominees must have performed the activities/achievement in 2014
- A winner will be presented awards as outlined in the award schedule
- All data will be held strictly confidential, although some data may be used in announcing the winners
- Incomplete or unsigned nomination forms will not be considered eligible for review

ADDITIONAL INFORMATION

All nominations are reviewed and treated with the utmost respect and fairness. Judges will be given “blind” nominee submissions to review and rate. Judges will not know the names of the nominees. Selection of winners is based on the accomplishments as provided on the entry form submitted. Judges record their individual selections on ballots that are tallied to determine the award winner(s).

All decisions of the Judges are final. Information that accompanies each nomination may be verified for accuracy.

AWARD SCHEDULE

- **Call for Entries: February 4, 2015**
- **Deadline for Nominations: April 1, 2015**
- **Winners Announced: May 29, 2015**

CRITERIA FOR AWARD

In addition to the award guidelines, nominations will be evaluated based on specific criteria and responses to the questions in the nomination form. Nominees for this award may include leaders and businesses in your community such as teachers, business leaders, pastors, industry professional businesses, and/or service providers who have positively impacted a community in a significant manner for one project or event.

**Submit Entries Using the Attached Form To:
visioningawards@gmail.com**

VISIONING AWARD NOMINATION FORM PAGE 1

Complete this form in its entirety and submit electronically to:
visioningawards@gmail.com

Or mail your entry to:
SANBAG Visioning Awards
c/o WTS-Inland Empire Chapter
PO Box 904, Riverside, California 92502



AWARD SCHEDULE

- ✓ **Call for Entries:**
February 4, 2015
- ✓ **Deadline for Nominations:**
April 1, 2015
- ✓ **Winners Announced:**
May 29, 2015

CONTACT INFORMATION

NOMINEE NAME

TITLE/OCCUPATION			
COMPANY/ BUSINESS NAME			
COMPANY ADDRESS			
CITY, STATE, ZIP			
PHONE		EMAIL	

NOMINATOR NAME

TITLE/OCCUPATION			
COMPANY/ BUSINESS NAME			
COMPANY ADDRESS			
CITY, STATE, ZIP			
PHONE		EMAIL	

VISIONING AWARD NOMINATION FORM PAGE 2

Responses to the following questions must be a minimum of 100 words but not exceed 300 words

- Describe the project or event and the accomplishments that resulted. Please include the actual and measurable results achieved.

- How did the project or event bring visibility to your local community? San Bernardino County?

- What were the measurable benefits from this accomplishment? Please include any recognition the nominee received from a board, community, homeowners, school, and/or business leadership, if applicable.

- Was there anything about the accomplishment that exceeded the normal course of every day responsibilities/services?

- Why does this individual/business deserve recognition? Please include any additional considerations.

- Please include a bio (400 words maximum) and photograph (300 dpi) of the nominee.

Minute Action

AGENDA ITEM: 22

Date: *February 4, 2015*

Subject:

Strategy for using Transportation Development Act Article 3 funds to increase competitiveness of Active Transportation Program (ATP) Cycle 2 Applications

Recommendation:

That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, approve the release of a Phase 1 call-for-projects for TDA Article 3 funds as a match to prospective applications for Active Transportation Program Cycle 2.

Background:

On January 8, 2015, the California Transportation Commission (CTC) held an Active Transportation Program (ATP) Cycle 2 Guidelines Workshop. The draft ATP guidelines were subsequently presented in the CTC agenda for January 22. One of the new elements is “**Leveraging of non-ATP funds for ATP eligible expenses on the project or project segment proposed (0 to 5 points).**” However, the criterion is currently silent on the degree of leveraging that would earn a certain number of those points.

The CTC has indicated that there will be both a statewide share and regional share of ATP funds, as in ATP Cycle 1. Competition for the ATP funds, particularly the statewide portion, is very stiff. Although San Bernardino County did well in Cycle 1, we expect Cycle 2 to be even more competitive, with projects qualifying or not qualifying based on fractions of points. Although there will again be a guaranteed regional share, with a formula distribution of funding to San Bernardino County, the statewide share is open competition. Applications that are successful at the statewide level pull net new funding into San Bernardino County.

To maximize San Bernardino County’s competitiveness for the statewide ATP Cycle 2 funding, staff is recommending the TDA Article 3 2015 call-for-projects be modified so that the scoring for Article 3 Bicycle and Pedestrian Facilities projects accommodate those jurisdictions that are looking to maximize their chances of an ATP award. Point scores could potentially be improved by using Article 3 funding to augment the local match on proposed ATP projects. The strategy is to maximize the amount of statewide ATP funding awarded to San Bernardino County by garnering as many leveraging points as possible. If this leads to a higher success rate in the statewide competition, it will bring more funds to San Bernardino County in the long run, enabling SANBAG and the jurisdictions to stretch the available funding to construct more projects.

To accomplish this, staff is recommending that the TDA Article 3 Bicycle and Pedestrian Facilities portion of the call-for-projects be divided into two phases. The first phase would be held in February, at which time SANBAG would receive applications just for projects that will

Entity: CTC

be competing in ATP Cycle 2. This would allow those projects that are successful in securing Article 3 funding to reflect that on their ATP Cycle 2 application which is tentatively scheduled to be due to Caltrans on June 1.

The second TDA Article 3 phase would be in approximately October, and would include calls-for-projects for the Transit Stop Access Improvement Program as well as for Bicycle and Pedestrian Facilities applications that are not seeking ATP funding or were unsuccessful in ATP Cycle 2. The Phase 1 Article 3 awards will be contingent upon the local jurisdiction securing ATP Cycle 2 funding. This two-phase approach would allow jurisdictions to take advantage of the ATP leveraging criteria and be more competitive in the statewide portion of the ATP program.

In the Phase 1 call for projects, SANBAG staff is suggesting the following:

1. If a project was awarded Article 3 funds in Phase 1 and was unsuccessful in ATP Cycle 2, the Article 3 funds would revert to SANBAG to be included as part of the funds available for the Article 3 Phase 2 Bicycle and Pedestrian call-for-projects.
2. The maximum Phase 1 Article 3 award will be based on the leveraging criteria thresholds, if any, identified in the ATP Cycle 2 Guidelines. At this time, thresholds have not been defined in the ATP guidelines, but it could be anticipated that thresholds will be established for consistency in scoring.
3. The Article 3 funds for matching ATP would be available only for project development, right-of-way, and construction, not planning.
4. A local jurisdiction match of 20 percent would be required to receive the Phase 1 TDA Article 3 funds. No additional points would be awarded for higher matches. The 20 percent match would need to come from a non-ATP source.

SANBAG would provide a simplified application process for TDA Article 3 Phase 1. Basic information will be requested describing the proposed project, estimated cost, project delivery schedule, and current status. A description would also be requested of the general relationship to the ATP evaluation criteria. The application would also identify the specific amount requested for TDA Article 3 funds, source of the 20% local match, and how those funds would be used in the agency's ATP application to Caltrans.

The evaluation of applications would be conducted by SANBAG staff and potentially one outside evaluator. An approximate schedule for the evaluation and awards would be as follows:

- February 9 – Release of Phase 1 call-for-projects
- February 23 – Applications due to SANBAG
- March 4 – Listing of funding recommendations in General Policy Committee agenda
- March 11 – Recommendations considered at General Policy Committee meeting
- April 1 – Board consideration to approve recommendations
- April 3 – SANBAG notification to recipients
- Recipients proceed with ATP applications, anticipated to be due June 1

Criteria to be employed in the evaluation of TDA Article 3 Phase 1 applications would include:

- Compatibility of the project with ATP evaluation criteria. An ATP project needs to be at least \$250,000 in size.
- Feasibility of proposed project schedule
- Estimated project cost and amount of award requested
- Commitment to funding of the 20% local match to the TDA Article 3 award. Given the tight timeline, the written commitment to the match could be delivered to SANBAG after the application is submitted but prior to the General Policy Committee meeting at which the funding recommendations will be discussed.

The draft ATP guidelines are provided in Attachment 1. The evaluation criteria include:

1. Potential for increased walking and bicycling
2. Potential for reducing the number and/or rate of pedestrian and bicyclist fatalities and injuries
3. Public participation and planning
4. Improved public health
5. Benefit to disadvantaged communities
6. Cost-effectiveness
7. Leveraging of non-ATP funds for ATP eligible expenses on the project or project segment proposed.

It is estimated that up to \$2,200,000 dollars will be available for the Article 3 Phase 1 call-for-projects. This is based on an estimated Article 3 funding total of \$3,063,917 (for FY 14/15 and FY 15/16), deducting 20% for the Transit Stop Access Improvement Program and 10% for a set-aside for facility maintenance. Due to the very recent addition of the ATP leveraging criterion, staff is going directly to the SANBAG Board with the request to authorize the release of the Phase 1 call-for-projects. The Board would reserve the right not to award all of the TDA Article 3 funds anticipated to be available for the Phase 1 call-for-projects.

An e-mail was distributed to members of the Transportation Technical Advisory Committee on January 20, containing the substance of this agenda item and requesting input. Input had been received from the County of San Bernardino, Town of Apple Valley, and the cities Chino, Colton, Fontana, Highland, Needles, Rancho Cucamonga, and Victorville as of the publication of this item. Staff from Chino, Colton, Fontana, Highland, Needles, and Victorville indicated support for the strategy. Highland additionally suggested that perhaps a portion of the Article 3 funding should be set aside for Phase 2 for those jurisdictions choosing not to submit for ATP. Apple Valley was concerned that TDA Article 3 funding may not be available for a project for which they were not intending to compete for ATP funding, but thought the strategy of using Article 3 funding as an ATP match was sound. County staff indicated that a way should be found to make more funding available for projects in rural areas, due to the difficulty of competing as part of the urban portion of the ATP program. San Bernardino County is not eligible for rural ATP funding. Rancho Cucamonga indicated that they did not favor the proposed call-for-projects to use Article 3 funds as an ATP match.

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February 4, 2015
Page 4

Financial Impact:

This item has no financial impact on the Fiscal Year 2014/2015 SANBAG budget, but funding for TDA Article 3 will be included in the Fiscal Year 2015/2016 budget.

Reviewed By:

This item has not received any prior policy committee or technical advisory committee review. However, an e-mail was distributed to members of the Transportation Technical Advisory Committee containing the substance of this agenda item and requesting input. A summary of the input is provided in the Background section.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: February 4, 2015

Witnessed By:

Memorandum

Tab 18

To: CHAIR AND COMMISSIONERS

CTC Meeting: January 22, 2015

Reference No.: 4.6
Information

From: SUSAN BRANSEN
Interim Executive Director

Subject: **DRAFT 2015 ACTIVE TRANSPORTATION PROGRAM (ATP) GUIDELINES**

ISSUE:

The Active Transportation Program (ATP) guidelines describe the policy, standards, criteria and procedures for the development, adoption and management of the ATP. The guidelines are developed in cooperation with Caltrans, regional transportation planning agencies, local agencies, and active transportation stakeholders in accordance with Streets & Highways Code 2382.

At the March 20, 2014 Commission meeting, the 2014 ATP Guidelines were adopted. The ATP guidelines may be amended by the Commission after conducting at least one public hearing.

Workshops were held on December 2, 2014 and January 8, 2015 to discuss possible revisions to the guidelines. The main topics of discussion at these workshops included match requirements, project eligibility, the definition of disadvantaged community, evaluation criteria and project scoring. The workshops were well attended, with representatives from Regional Transportation Planning Agencies, Metropolitan Planning Organizations, Caltrans, walking, biking and health advocates, and others. In addition, staff received multiple e-mails and letters with suggestions for changes to the guidelines, and a sampling of these are attached.

The attached draft guidelines were prepared to address the issues discussed at the workshops and brought forward in letters and e-mails. Staff expects there may be additional recommendations received and, if necessary, will schedule another workshop in February. The final 2015 ATP Guidelines will be brought to the Commission for adoption at the March 2015 meeting.

BACKGROUND:

On September 26, 2013, the Governor signed legislation creating the Active Transportation Program (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). This legislation requires the Commission, in consultation with an Active Transportation Program Workgroup, to develop program guidelines. The Commission guidelines are to describe the policy, standards, criteria, and procedures for the development, adoption and management of the Active Transportation Program.

CHAIR AND COMMISSIONERS

Reference No.: 4.6

January 22, 2015

Page 2 of 2

The goals of the Active Transportation Program are to:

- Increase the proportion of biking and walking trips.
- Increase safety for non-motorized users.
- Increase mobility for non-motorized users.
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals.
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding.
- Ensure disadvantaged communities fully share in program benefits.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Attachments

DRAFT
2015
ACTIVE TRANSPORTATION PROGRAM
GUIDELINES

January 22, 2015

California Transportation Commission



CALIFORNIA TRANSPORTATION COMMISSION
DRAFT 2015 ATP GUIDELINES
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Attachment: Active Transportation Guidelines (1597 : TDA Article 3 Funds to Increase Competitiveness of ATP Cycle 2 Applications)

I. Introduction

1. Background

The Active Transportation Program was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking.

These guidelines describe the policy, standards, criteria, and procedures for the development, adoption and management of the Active Transportation Program. The guidelines were developed in consultation with the Active Transportation Program Workgroup. The workgroup includes representatives from Caltrans, other government agencies, and active transportation stakeholder organizations with expertise in pedestrian and bicycle issues, including Safe Routes to School programs.

The California Transportation Commission (Commission) adopted the initial Active Transportation Program guidelines on March 20, 2014. The Commission may amend the adopted guidelines after conducting at least one public hearing. The Commission must make a reasonable effort to amend the guidelines prior to a call for projects or may extend the deadline for project submission in order to comply with the amended guidelines.

2. Program Goals

Pursuant to statute, the goals of the Active Transportation Program are to:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009).
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

3. Program Schedule

The guidelines for ~~an initial two-year~~ **the second** program of projects must be adopted by March 26, 2014 **2015**. ~~(within six months of enactment of the authorizing legislation). No later than 45 days prior to adopting the initial set of guidelines for the Active Transportation Program, the Commission must submit the draft guidelines to the Joint Legislative Budget Committee.~~

This second program of projects must be adopted by the Commission by December 2015. Subsequent programs must be adopted not later than April 1 of each odd-numbered year; however, the Commission may alternatively elect to adopt a program annually.

The following schedule lists the major milestones for the development and adoption of the 2014 Active Transportation Program (**ATP**):

Draft ATP Guidelines presented to Commission	January 22, 2015
Commission adopts Fund Estimate	March 25-26, 2015
Guidelines submitted to the Joint Legislative Budget Committee	February 3, 2014
Commission hearing and adoption of ATP Guidelines	March 25-26, 2015
Call for projects	March 26, 2015
Project applications to Caltrans (postmark date)	June 1, 2015
Large MPOs submit optional guidelines to Caltrans Commission	June 1, 2015
Commission approves or rejects MPO guidelines	June 24-25, 2015
Staff recommendation for statewide and rural/small urban portions of the program	Sept. 15, 2015
Commission adopts statewide and rural/small urban portions of the program	Oct. 21-22, 2015
Projects not programmed distributed to large MPOs based on location	Oct. 22, 2015
Deadline for MPO project programming recommendations to the Commission	Nov. 16, 2015
Commission adopts MPO selected projects	Dec. 9-10, 2015

*Dates coincide with the Commission's adopted 2015 CTC meeting calendar.

II. Funding

4. Source

The Active Transportation Program is funded from various federal and state funds appropriated in the annual Budget Act. These are:

- 100% of the federal Transportation Alternative Program funds, except for federal Recreation Trail Program funds appropriated to the Department of Parks and Recreation.
- \$21 million of federal Highway Safety Improvement Program funds or other federal funds.
- State Highway Account funds.

In addition to furthering the goals of this program, all Active Transportation Program projects must meet eligibility requirements specific to at least one of the Active Transportation Program's funding sources.

5. Distribution

State and federal law segregate the Active Transportation Program into multiple, overlapping components. The Active Transportation Program Fund Estimate must indicate the funds available for each of the program components. Consistent with these requirements, the Active Transportation Program funds must be distributed as follows:

- Forty percent to Metropolitan Planning Organizations (MPO) in urban areas with populations greater than 200,000.

These funds must be distributed based on total MPO population. The funds programmed and allocated under this paragraph must be selected through a competitive process by the MPOs in accordance with these guidelines.

Projects selected by MPOs may be in either large urban, small urban, or rural areas.

A minimum of 25% of the funds distributed to each MPO must benefit disadvantaged communities.

The following statutory requirements apply specifically to the Southern California Association of Governments (SCAG)

- SCAG must consult with county transportation commissions, the Commission, and Caltrans in the development of competitive project selection criteria.
- The criteria used by SCAG should include consideration of geographic equity, consistent with program objectives.
- SCAG must place priority on projects that are consistent with plans adopted by local and regional governments within the county where the project is located.
- SCAG must obtain concurrence from the county transportation commissions.
- Ten percent to small urban and rural areas with populations of 200,000 or less, with projects competitively awarded by the Commission to projects in those regions. Federal law segregates the Transportation Alternative Program into separate small urban and rural competitions based upon their relative share of the state population. Small Urban areas are those with populations of 5,001 to 200,000. Rural areas are those with populations of 5,000 or less.

A minimum of 25% of the funds in the Small Urban and Rural programs must benefit disadvantaged communities.

Projects within the boundaries of an MPO with an urban area with a population of greater than 200,000 are not eligible for funding in the Small Urban or Rural programs.

- Fifty percent to projects competitively awarded by the Commission on a statewide basis.

A minimum of 25% of the funds in the statewide competitive program must benefit disadvantaged communities.

~~In the initial program, a~~ **Additional minimums may be applied, such as a minimum minimum of \$24 million per year of the statewide competitive program is available for safe routes to schools projects, with at least \$7.2 million for non-infrastructure grants, including funding for a state technical assistance resource center, subject to the annual State Budget Act.**

6. Matching Requirements

~~Projects must include at least 11.47% in matching funds except for projects predominantly benefiting a disadvantaged community, stand-alone non-infrastructure projects and safe routes to schools projects. The source of the matching funds may be any combination of local, private, state or federal funds. Although the Commission encourages the leveraging of additional funds for a project, matching funds are not required. If an agency chooses to provide match funds, those Matching funds must be expended in the same project phase (permits and environmental studies; plans, specifications, and estimates; right-of-way capital outlay; support for right-of-way acquisition; construction capital outlay; and construction engineering) as the Active Transportation Program funding. Matching funds cannot be expended prior to the Commission allocation of Active Transportation Program funds in the same project phase (permits and environmental studies; plans, specifications, and estimates; right-of-way capital outlay and support; and construction capital outlay and support). Matching funds, except matching funds over and above the required 11.47%, must be expended concurrently and proportionally to the Active Transportation Program funds. The Matching funds over and above the required 11.47% may be adjusted before or shortly after contract award to reflect any substantive change in the bid compared to the estimated cost of the project.~~

Large MPOs, in administering a competitive selection process, may require a ~~different~~ funding match for projects selected through their competitive process. Applicants from within a large MPO should be aware that the match requirements may differ between the MPO and statewide competitive programs.

7. Funding for Active Transportation Plans

Funding from the Active Transportation Program may be used to fund the development of **community wide** bike, pedestrian, safe routes to schools, or active transportation plans in disadvantaged communities. **A list of the components that must be included in an active transportation plan can be found in Section 13, subsection E.**

The Commission intends to set aside up to 5% of the funds in the statewide competitive program ~~program~~ **component** and in the rural and small urban ~~and rural program~~ **component** for funding active transportation plans in ~~communities~~ predominantly disadvantaged **communities**. A large MPO, in administering its portion of the program, may make up to 5% of its funding available for active transportation plans in disadvantaged communities within the MPO boundaries.

The first priority for the funding of ~~active transportation~~ plans will be for cities, counties, county transportation commissions, regional transportation planning agencies, MPOs, school districts, or transit districts that have neither a bicycle plan, a pedestrian plan, a safe routes to schools plan, nor an active transportation plan. The second priority for the funding of active transportation plans will be for cities, counties, county transportation commissions, regional transportation planning agencies, or MPOs that have a bicycle plan or a pedestrian plan but not

both. The lowest priority for funding of active transportation plans will be for updates of active transportation plans older than 5 years.

The Commission intends to reassess the Active Transportation Plan set aside in future program cycles.

Applications for plans may not be combined with applications for infrastructure or other non-infrastructure projects.

8. Reimbursement

The Active Transportation Program is a reimbursement program for **eligible** costs incurred. Reimbursement is requested through the invoice process detailed in Chapter 5, Accounting/Invoices, Local Assistance Procedures Manual. Costs incurred prior to Commission allocation and, for federally funded projects, Federal Highway Administration project approval (i.e. Authorization to Proceed) are not eligible for reimbursement.

III. Eligibility

9. Eligible Applicants

The applicant **and/or implementing agency** for Active Transportation Program funds assumes responsibility and accountability for the use and expenditure of program funds. Applicants **and/or implementing agencies** must be able to comply with all the federal and state laws, regulations, policies and procedures required to enter into a Local Administering Agency-State Master Agreement (Master Agreement). Refer to Chapter 4, Agreements, of the Local Assistance Procedures Manual for guidance and procedures on Master Agreements. The following entities, within the State of California, are eligible to apply for Active Transportation Program funds:

- Local, Regional or State Agencies- Examples include city, county, MPO*, and Regional Transportation Planning Agency.
- Caltrans*
- Transit Agencies - Any agency responsible for public transportation that is eligible for funds under the Federal Transit Administration.
- Natural Resources or Public Land Agencies - Federal, Tribal, State, or local agency responsible for natural resources or public land administration. Examples include:
 - State or local park or forest agencies
 - State or local fish and game or wildlife agencies
 - Department of the Interior Land Management Agencies
 - U.S. Forest Service
- Public schools or School districts.
- Tribal Governments - Federally-recognized Native American Tribes.
- Private nonprofit tax-exempt organizations may apply for projects eligible for Recreational Trail Program funds recreational trails and trailheads, park projects that facilitate trail linkages or connectivity to non-motorized corridors, and conversion of

abandoned railroad corridors to trails. Projects must benefit the general public, and not only a private entity.

- Any other entity with responsibility for oversight of transportation or recreational trails that the Commission determines to be eligible.

For funding awarded to a tribal government, a fund transfer to the Bureau of Indian Affairs may be necessary. A tribal government may also partner with another eligible entity to apply if desired.

** Caltrans and MPOs, except for MPOs that are also regional transportation planning agencies, are not eligible project applicants for the federal Transportation Alternative Program funds appropriated to the Active Transportation Program. Therefore, funding awarded to projects submitted directly by Caltrans and MPOs are limited to other Active Transportation Program funds. Caltrans and MPOs may partner with an eligible entity to expand funding opportunities.*

10. Partnering With Implementing Agencies

Entities that are unable to apply for Active Transportation Program funds or that are unable to enter into a Master Agreement with the State must partner with an eligible applicant that can implement the project. Entities that are unfamiliar with the requirements to administer a Federal-Aid Highway Program project may partner with an eligible applicant that can implement the project. If another entity agrees to assume responsibility for the ongoing operations and maintenance of the facility, documentation of the agreement (**e.g., letter of intent**) must be submitted with the project application, and a copy of the Memorandum of Understanding or Interagency Agreement between the parties must be submitted with the first request for allocation.

The implementing agency will be responsible and accountable for the use and expenditure of program funds.

11. Eligible Projects

All projects must be selected through a competitive process and must meet one or more of the program goals. Because the majority of funds in the Active Transportation Program are federal funds, most projects must be federal-aid eligible:

- **Infrastructure Projects:** Capital improvements that will further the goals of this program. This typically includes the ~~planning~~ **environmental**, design, **right-of-way**, and construction of facilities **phases of a capital (facilities) project**. **A new infrastructure project will not be programmed without a complete project study report (PSR) or PSR equivalent. The application may be considered a PSR equivalent if it defines and justifies the project scope, cost and schedule. Though the PSR or equivalent may focus on the project components proposed for programming, it must provide at least a preliminary estimate of costs for all components.**

A capital improvement that is required as a condition for private development approval or permits is not eligible for funding from the Active Transportation Program.

- **Plans:** The development of a community wide bicycle, pedestrian, safe routes to school, or active transportation plan in a disadvantaged community.

- Non-infrastructure Projects: Education, encouragement, **and** enforcement, ~~and planning~~ activities that further the goals of this program. The Commission intends to focus funding for non-infrastructure projects on pilot and start-up projects that can demonstrate funding for ongoing efforts. The Active Transportation Program funds are not intended to fund ongoing program operations. Non-infrastructure projects are not limited to those benefiting school students.
- Infrastructure projects with non-infrastructure components.

A. Example Projects

Below is a list of projects considered generally eligible for Active Transportation Program funding. This list is not intended to be comprehensive; other types of projects that are not on this list may also be eligible if they further the goals of the program.

- Development of new bikeways and walkways that improve mobility, access, or safety for non-motorized users.
- Improvements to existing bikeways and walkways, which improve mobility, access, or safety for non-motorized users.
 - Elimination of hazardous conditions on existing bikeways and walkways.
 - Preventative maintenance of bikeways and walkways with the primary goal of extending the service life of the facility.
- Installation of traffic control devices to improve the safety of pedestrians and bicyclists.
- Safe Routes to School projects that improve the safety of children walking and bicycling to school, in accordance with Section 1404 of Public Law 109-59.
- Safe routes to transit projects, which will encourage transit by improving biking and walking routes to mass transportation facilities and school bus stops.
- Secure bicycle parking at employment centers, park and ride lots, rail and transit stations, and ferry docks and landings for the benefit of the public.
- Bicycle-carrying facilities on public transit, including rail and ferries.
- Establishment or expansion of a bike share program.
- Recreational trails and trailheads, park projects that facilitate trail linkages or connectivity to non-motorized corridors, and conversion of abandoned railroad corridors to trails.
- Development of a **community wide** bike, pedestrian, safe routes to schools, or active transportation plan in a disadvantaged community.
- Education programs to increase bicycling and walking, and other non-infrastructure investments that demonstrate effectiveness in increasing active transportation, including but not limited to:
 - Development and implementation of bike-to-work or walk-to-work school day/month programs.
 - Conducting bicycle and/or pedestrian counts, walkability and/or bikeability assessments or audits, or pedestrian and/or bicycle safety analysis to inform plans and projects.
 - Conducting pedestrian and bicycle safety education programs.

- Development and publishing of community walking and biking maps, including school route/travel plans.
- Development and implementation of walking school bus or bike train programs.
- Components of open streets events directly linked to the promotion of a new infrastructure project.
- Targeted enforcement activities around high pedestrian and/or bicycle injury and/or fatality locations (intersections or corridors). These activities cannot be general traffic enforcement but must be tied to improving pedestrian and bicyclist safety.
- School crossing guard training.
- School bicycle clinics.
- Development and implementation of programs and tools that maximize use of available and emerging technologies to implement the goals of the Active Transportation Program.

12. Minimum Request for Funds

In order to maximize the effectiveness of program funds and to encourage the aggregation of small projects into a **one larger** comprehensive bundle of projects, the minimum request for Active Transportation Program funds that will be considered is \$250,000. This minimum does not apply to non-infrastructure projects, Safe Routes to Schools projects, and Recreational Trails projects, **and plans**.

MPOs, in administering a competitive selection process, may use a different minimum funding size. Use of a minimum project size greater than \$500,000 must be approved by the Commission prior to an MPO's call for projects.

13. Project Type Requirements

As discussed in the Funding Distribution section (above), State and Federal law segregate the Active Transportation Program into multiple, overlapping components. Below is an explanation of the requirements specific to these components.

A. Disadvantaged Communities

For a project to contribute toward the Disadvantaged Communities funding requirement, the project must clearly demonstrate a benefit to a community that meets any of the following criteria:

- The median household income is less than 80% of the statewide median based on the most current census tract level data from the American Community Survey. Data is available at:
<http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml>
- An area identified as among the most disadvantaged 40**25**% in the state according to the **CalEPA and based on the** latest version of the California Communities Environmental Health Screening Tool (CalEnviroScreen) scores. **This list can be found at the following link under SB 535 List of Disadvantaged Communities:**

<http://www.calepa.ca.gov/EnvJustice/GHGInvest/>

- At least 75% of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program. Data is available at <http://www.cde.ca.gov/ds/sd/sd/filessp.asp>. Applicants using this measure must indicate how the project benefits the school students in the project area or, for projects not directly benefiting school students, explain why this measure is representative of the larger community.

If a project applicant believes a project benefits a disadvantaged community but the project does not meet the aforementioned criteria, the applicant must submit for consideration a quantitative assessment of why the community should be considered disadvantaged.

MPOs, in administering a competitive selection process, may use different criteria for determining which projects benefit Disadvantaged Communities if the criteria are approved by the Commission prior to an MPO's call for projects.

B. Safe Routes to School Projects

For a project to contribute toward the Safe Routes to School funding requirement, the project must directly increase safety and convenience for public school students to walk and/or bike to school. Safe Routes to Schools infrastructure projects must be located within two miles of a public school or within the vicinity of a public school bus stop. Other than traffic education and enforcement activities, non-infrastructure projects do not have a location restriction.

C. Recreational Trails Projects

For trail projects that are primarily recreational to be eligible for Active Transportation Program funding, the projects must meet the federal requirements of the Recreational Trails Program as such projects may not be eligible for funding from other sources (http://www.fhwa.dot.gov/environment/recreational_trails/). Multi-purpose trails and paths that serve both recreational and transportation purposes are generally eligible in the Active Transportation Program, so long as they are consistent with one or more goals of the program.

D. Technical Assistance Resource Center

~~In 2009, the University of California, San Francisco was awarded federal Safe Routes to School funds to act as the Technical Assistance Resource Center for the purpose of building and supporting local regional Safe Routes School non-infrastructure projects.~~

Typical **Technical Assistance Resource** Center roles have included:

- Providing technical assistance and training to help agencies deliver existing and future projects and to strengthen community involvement in future projects including those in disadvantaged communities.
- Developing and providing educational materials to local communities by developing a community awareness kit, creating an enhanced Safe Routes to Schools website, and providing other educational tools and resources.
- Participating in and assisting with the Safe Routes to Schools Advisory Committee.
- Assisting with program evaluation.

The Commission intends to ~~comply with the statutory requirement to~~ fund a state technical assistance center by programming funds to the Department, who will administer contracts to

~~expanding the existing Safe Routes to Schools Technical Assistance Resource Center interagency agreement to serve~~ **support all current and potential Active Transportation Program non-infrastructure projects applicants.**

E. Active Transportation Plan

A city, county, county transportation commission, regional transportation planning agency, MPO, school district, or transit district may prepare an active transportation plan. An active transportation plan prepared by a city or county may be integrated into the circulation element of its general plan or a separate plan which is compliant or will be brought into compliance with the Complete Streets Act, Assembly Bill 1358 (Chapter 657, Statutes of 2008). An active transportation plan must include, but not be limited to, the following components or explain why the component is not applicable:

- The estimated number of existing bicycle trips and pedestrian trips in the plan area, both in absolute numbers and as a percentage of all trips, and the estimated increase in the number of bicycle trips and pedestrian trips resulting from implementation of the plan.
- The number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians in the plan area, both in absolute numbers and as a percentage of all collisions and injuries, and a goal for collision, serious injury, and fatality reduction after implementation of the plan.
- A map and description of existing and proposed land use and settlement patterns which must include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, and other destinations.
- A map and description of existing and proposed bicycle transportation facilities.
- A map and description of existing and proposed end-of-trip bicycle parking facilities.
- A description of existing and proposed policies related to bicycle parking in public locations, private parking garages and parking lots and in new commercial and residential developments.
- A map and description of existing and proposed bicycle transport and parking facilities for connections with and use of other transportation modes. These must include, but not be limited to, **bicycle** parking facilities at transit stops, rail and transit terminals, ferry docks and landings, park and ride lots, and provisions for transporting bicyclists and bicycles on transit or rail vehicles or ferry vessels.
- A map and description of existing and proposed pedestrian facilities, **including those** at major transit hubs. ~~These~~ **Major transit hubs** must include, but are not limited to, rail and transit terminals, and ferry docks and landings.
- A description of proposed signage providing wayfinding along bicycle and pedestrian networks to designated destinations.
- A description of the policies and procedures for maintaining existing and proposed bicycle and pedestrian facilities, including, but not limited to, the maintenance of smooth pavement, **ADA level surfaces**, freedom from encroaching vegetation, maintenance of traffic control devices including striping and other pavement markings, and lighting.
- A description of bicycle and pedestrian safety, education, and encouragement programs conducted in the area included within the plan, efforts by the law enforcement agency having primary traffic law enforcement responsibility in the area to enforce provisions of

the law impacting bicycle and pedestrian safety, and the resulting effect on ~~accidents~~ **collisions** involving bicyclists and pedestrians.

- A description of the extent of community involvement in development of the plan, including disadvantaged and underserved communities.
- A description of how the active transportation plan has been coordinated with neighboring jurisdictions, including school districts within the plan area, and is consistent with other local or regional transportation, air quality, or energy conservation plans, including, but not limited to, general plans and a Sustainable Community Strategy in a Regional Transportation Plan.
- A description of the projects and programs proposed in the plan and a listing of their priorities for implementation, including the methodology for project prioritization and a proposed timeline for implementation.
- A description of past expenditures for bicycle and pedestrian facilities and programs, and future financial needs for projects and programs that improve safety and convenience for bicyclists and pedestrians in the plan area. Include anticipated revenue sources and potential grant funding for bicycle and pedestrian uses.
- A description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and community informed of the progress being made in implementing the plan.
- A resolution showing adoption of the plan by the city, county or district. If the active transportation plan was prepared by a county transportation commission, regional transportation planning agency, MPO, school district or transit district, the plan should indicate the support via resolution of the city(s) or county(s) in which the proposed facilities would be located.

A city, county, school district, or transit district that has prepared an active transportation plan may submit the plan to the county transportation commission or transportation planning agency for approval. The city, county, school district, or transit district may submit an approved plan to Caltrans in connection with an application for funds **for** active transportation facilities which will implement the plan.

Additional information related to active transportation plans can be found in the sections on Funding for Active Transportation Plans and Scoring Criteria.

IV. Project Selection Process

14. Project Application

Active Transportation Program project applications will be available at: www.dot.ca.gov/hq/LocalPrograms/atp/index.html.

A project application must include the signature of the Chief Executive Officer or other officer authorized by the applicant's governing board. Where the project is to be implemented by an agency other than the applicant, documentation of the agreement between the project applicant and implementing agency must be submitted with the project application. A project application must also include documentation of all other funds committed to the projects.

Project applications should be addressed or delivered to:

Caltrans
Division of Local Assistance, MS-1
Attention: Chief, Office of Active Transportation and Special Programs
P.O Box 942874
Sacramento, CA 95814

Except for applications submitted through an optional MPO supplemental call for projects, the Commission will consider only projects for which five hard copies and one electronic copy (via cd or portable hard drive) of a complete application are ~~received~~ **postmarked** by ~~May 21, 2014~~ **the application deadline**. By the same date, an additional copy must also be sent to the Regional Transportation Planning Agency or County Transportation Commission within which the project is located and to the MPO (a contact list can be found at www.dot.ca.gov/hq/tpp/offices/orip/).

15. Sequential Project Selection

All project applications, except for applications submitted through an optional MPO supplemental call for projects, must be submitted to Caltrans for consideration in the statewide competition. The Commission will consider approval of a competitive grant only when it finds that the grant request meets the requirements of statute and that the project has a commitment of any supplementary funding needed for a full funding plan.

Projects not selected for programming in the statewide competition must be considered in the large MPO run competitions or the state run Small Urban ~~or~~ **and** Rural competitions.

A large urban MPO may elect to have a supplemental MPO specific call for projects. The projects received in this call must be considered along with those not selected through the statewide competition.

16. MPO Competitive Project Selection

As stated above, projects not selected for programming in the statewide competition must be considered by the MPOs in administering a competitive selection process.

An MPO choosing to use the same project selection criteria and weighting, minimum project size, match requirement, and definition of disadvantaged communities as used by the Commission for the statewide competition may ~~defer~~ **delegate** its project selection to the Commission. An MPO ~~deferring~~ **delegating** its project selection to the Commission may not conduct a supplemental call for projects.

An MPO, with Commission approval, may use a different project selection criteria or weighting, minimum project size, match requirement, or definition of disadvantaged communities for its competitive selection process. Use of a minimum project size of \$500,000 or less, or of a different match requirement than in the statewide competitive program does not require prior Commission approval. An MPO may also elect to have a supplemental MPO specific call for projects. The projects received in this call must be considered along with those not selected through the statewide competition.

In administering a competitive selection process, an MPO must use a multidisciplinary advisory group to assist in evaluating project applications. Following its competitive selection process, an

MPO must submit its programming recommendations to the Commission along with the ~~list of the members of its multidisciplinary advisory group.~~ **following:**

- **Project applications that were not submitted through the statewide program**
- **List of the members of its multidisciplinary advisory group**
- **Description of unbiased project selection methodology**
- **Program spreadsheet with the following elements**
 - **All projects evaluated**
 - **Projects recommended with total project cost, request amount, fiscal years, phases, state only funding requests**
- **Board resolution approving program of projects**
- **Updated Project Programming Requests (PPRs)**

~~If the MPO submitted a project application and that project is recommended for programming, the MPO must explain how its evaluation process resulted in an unbiased evaluation of projects.~~

17. Screening Criteria

Demonstrated needs of the applicant: A project that is already fully funded will not be considered for funding in the Active Transportation Program. ~~The Commission will make an exception to this policy by allowing the supplanting of federal funds on a project for the 2014 Active Transportation Program.~~ **ATP funds cannot be used to supplant other committed funds.**

Consistency with a regional transportation plan: All projects submitted must be consistent with the relevant adopted regional transportation plan that has been developed and updated pursuant to Government Code Section 65080. **Applicants must provide the supporting language cited from the adopted regional transportation plan that shows that the submitted project is consistent with the plan.**

18. Scoring Criteria

Proposed projects will be ~~rated~~ **scored** and ranked on the basis of applicant responses to the below criteria. Project programming recommendations may not be based strictly on the rating criteria given the various components of the Active Transportation Program and requirements of the various fund sources.

- Potential for increased walking and bicycling, especially among students, including the identification of walking and bicycling routes to and from schools, transit facilities, community centers, employment centers, and other destinations; and including increasing and improving connectivity and mobility of non-motorized users. (0 to 30 points)
- Potential for reducing the number and/or rate of pedestrian and bicyclist fatalities and injuries, including the identification of safety hazards for pedestrians and bicyclists. (0 to 25 points)

- Public participation and Planning. (0 to 15 points)

Identification of the community-based public participation process that culminated in the project proposal, which may include noticed meetings and consultation with local stakeholders. Project applicants must clearly articulate how the local participation process resulted in the identification and prioritization of the proposed project.

For projects costing \$1 million or more, an emphasis will be placed on projects that are prioritized in an adopted city or county bicycle transportation plan, pursuant to Section 891.2, pedestrian plan, safe routes to school plan, active transportation plan, trail plan, or circulation element of a general plan that incorporated elements of an active transportation plan. In future funding cycles, the Commission expects to make consistency with an approved active transportation plan a requirement for large projects.

- Improved public health through the targeting of populations with high risk factors for obesity, physical inactivity, asthma or other health issues. (0 to 10 points)
- Benefit to disadvantaged communities. (0 to 10 points)
- Cost-effectiveness. (0 to 10 points)

Applicants must:

- Discuss the relative costs and benefits of the range of alternatives considered.
- Quantify the safety and mobility benefit in relationship to both the total project cost and the funds provided.

Caltrans ~~must~~ **has developed a first generation** benefit/cost model for infrastructure and non-infrastructure active transportation projects in order to improve information available to decision makers at the state and MPO level ~~in future programming cycles by September 30, 2014.~~ **Applicants must make every effort to use this model when responding to this criterion. However because this is a first generation model that will be unfamiliar to applicants, applicants who cannot successfully use the benefit cost model may use an alternative method as long as the method is fully explained, including why the alternative provides a logical assessment of the projects cost-effectiveness. Applicants using an alternative method must also provide an explanation of why use of the benefit/cost model was not possible.**

- **Leveraging of non-ATP funds for ATP eligible expenses on the project or project segment proposed. (0 to 5 points)**
- Use of the California Conservation Corps or a qualified community conservation corps, as defined in Section 14507.5 of the Public Resources Code, as partners to undertake or construct applicable projects in accordance with Section 1524 of Public Law 112-141. Points will be deducted if an applicant does not seek corps participation or if an applicant intends not to utilize a corps in a project in which the corps can participate. (0 ~~or to~~ -5 points)

The California Conservation Corps can be contacted at ccc.ca.gov. Community conservation corps can be contacted at californialocalconservationcorps.org.

Direct contracting with the California Conservation Corps or a qualified community conservation corps without bidding is permissible provided that the implementing agency demonstrates cost effectiveness per 23 CFR 635.204 and obtains approval from Caltrans. A copy of the agreement between the implementing agency and the proposed

conservation corps must be ~~included in the project application as supporting documentation~~ **provided to the Department.**

- Applicant's performance on past grants. This may include project delivery, project benefits (anticipated v. actual), and use of the California Conservation Corps or qualified community conservation corps (planned v. actual). Applications from agencies with documented poor performance records on past grants may be excluded from competing or may be penalized in scoring. (0 ~~or to~~ -10 points)

19. Project Evaluation Committee

Commission staff will form a multidisciplinary Project Evaluation Committee to assist in evaluating project applications. In forming the Project Evaluation Committee, staff will seek participants with expertise in bicycling and pedestrian transportation, including Safe Routes to Schools type projects, and in projects benefiting disadvantaged communities, and will seek geographically balanced representation from state agencies, large MPOs, regional transportation planning agencies, local jurisdictions in small urban and rural areas, and non-governmental organizations. Priority for participation in the evaluation committee will be given to those who do not represent a project applicant, or will not benefit from projects submitted by others.

In reviewing and selecting projects to be funded with federal Recreational Trails program funds, the Commission **and/or Caltrans** staff will collaborate with the Department of Parks and Recreation to evaluate proposed projects.

MPOs, in administering a competitive selection process, must use a multidisciplinary advisory group, similar to the aforementioned Project Evaluation Committee, to assist in evaluating project applications.

V. Programming

Following at least one public hearing, the Commission will adopt a program of projects for the Active Transportation Program, by April 1 of each odd numbered year. However, for the 2015 program, the deadline for programming is December 31, 2015. The Active Transportation Program must be developed consistent with the fund estimate and the amount programmed in each fiscal year must not exceed the amount identified in the fund estimate.

The program of projects for each fiscal year will include, for each project, the amount to be funded from the Active Transportation Program, and the estimated total cost of the project. **In the case of a large project delivered in segments, include the total cost of the segment for which ATP funds are requested.** Project costs in the Active Transportation Program will include all project support costs and all project listings will specify costs for each of the following components: (1) completion of all permits and environmental studies; (2) preparation of plans, specifications, and estimates; (3) right-of-way capital outlay and support; ~~(4) support for right-of-way acquisition;~~ and (4) construction capital outlay and support; ~~and (6) construction management and engineering, including surveys and inspection.~~ The cost of each project component will be listed in the Active Transportation Program no earlier than in the fiscal year in which the particular project component can be implemented.

When proposing to fund only preconstruction components for a project, the applicant must demonstrate the means by which it intends to fund the construction of a useable segment,

consistent with the regional transportation plan or the Caltrans interregional transportation strategic plan.

When project design, right-of-way or construction are programmed before the implementing agency completes the environmental process, updated cost estimates, updated analysis of the project's cost effectiveness, and updated analysis of the project's ability to further the goals of the program must be submitted to the Commission following completion of the environmental process. If this updated information indicates that a project is expected to accomplish fewer benefits or is less cost effective as compared with the initial project application, future funding for the project may be deleted from the program. For the MPO selected competitions, this information must be submitted to the MPO. It is the responsibility of the MPO to recommend that the project be deleted from the program if warranted.

The Commission will program and allocate funding to projects in whole thousands of dollars and will include a project only if it is fully funded from a combination of Active Transportation Program and other committed funding. The Commission will regard funds as committed when they are programmed by the Commission or when the agency with discretionary authority over the funds has made its commitment to the project by ordinance or resolution. For federal formula funds, including Surface Transportation Program, Congestion Mitigation and Air Quality Improvement Program, and federal formula transit funds, the commitment may be by Federal approval of the Federal Statewide Transportation Improvement Program. For federal discretionary funds, the commitment may be by federal approval of a full funding grant agreement or by grant approval.

If the program of projects adopted by the Commission does not program the full capacity identified in the fund estimate for a given fiscal year, the balance will remain available to advance programmed projects. Subject to the availability of federal funds, a balance not programmed in one fiscal year will carry over and be available for projects in the following fiscal year.

The intent of the Commission is to consolidate the allocation of federal funds to as few projects as practicable. Therefore, the smallest project may be designated, at the time of programming, for state-only funding.

VI. Allocations

The Commission will consider the allocation of funds for a project when it receives an allocation request and recommendation from Caltrans in the same manner as for the STIP (see section 64 of the STIP guidelines). The recommendation will include a determination of project readiness, the availability of appropriated funding, and the availability of all identified and committed supplementary funding.

Where the project is to be implemented by an agency other than the applicant, the allocation request must include a copy of the Memorandum of Understanding or Interagency Agreement between the project applicant and implementing agency.

The Commission will approve the allocation if the funds are available and the allocation is necessary to implement the project as included in the adopted Active Transportation Program.

In order to ensure the timely use of all program funds, the Commission will, in the last quarter of the fiscal year, allocate funds to projects programmed in a future fiscal year on a first-come, first

served basis. If there are insufficient funds, the Commission may delay the allocation of funds to a project until the next fiscal year without requiring an extension. Should requests for allocations exceed available capacity, the Commission will give priority to projects programmed in the current-year.

Allocation requests for a project in the MPO selected portion of the program must include a recommendation by the MPO.

In compliance with Section 21150 of the Public Resources Code, the Commission will not allocate funds **for a non-infrastructure project or plan, or for design, right-of-way, or construction of an infrastructure project**, prior to documentation of environmental clearance under the California Environmental Quality Act. As a matter of policy, the Commission will not allocate funds, **other than for the environmental phase**, ~~for design, right-of-way, or construction of~~ for a federally funded project prior to documentation of environmental clearance under the National Environmental Policy Act. Exceptions to this policy may be made in instances where federal law allows for the acquisition of right-of-way prior to completion of National Environmental Policy Act review.

If an implementing agency requests an allocation of funds in an amount that is less than the amount programmed, the balance of the programmed amount may be allocated to a programmed project advanced from a future fiscal year. An MPO, in administering its competitive portion of the Active Transportation Program, must determine which projects to advance and make that recommendation to the Commission. Unallocated funds in one fiscal year will carry over and be available for projects in the following fiscal year.

A local agency may expend an amount allocated for environmental, design, right of way, or construction for another allocated project component, provided that the total expenditure shifted to a component in this way is not more than 20 percent of the amount actually allocated for either component. This means that the amount transferred by a local agency from one component to another may be no more than 20 percent of whichever of the components has received the smaller allocation from the Commission.

VII. Project Delivery

Active Transportation Program allocations must be requested in the fiscal year of project programming, and **construction allocations** are valid for award for six months from the date of allocation unless the Commission approves an extension. Applicants may submit and the Commission will evaluate extension requests in the same manner as for STIP projects (see section 66 of the STIP guidelines) except that extension to the period for project allocation and for project award will be limited to twelve months. Extension requests for a project in the MPO selected portion of the program must include a recommendation by the MPO, consistent with the preceding requirements.

If there are insufficient funds, the Commission may delay the allocation of funds to a project until the next fiscal year without requiring an extension.

Whenever programmed funds are not allocated within the fiscal year they are programmed or within the time allowed by an approved extension, the project will be deleted from the Active Transportation Program. Funds available following the deletion of a project may be allocated to a programmed project advanced from a future fiscal year. An MPO, in administering its competitive portion of the Active Transportation Program, must determine which projects to

advance and make that recommendation to the Commission. Unallocated funds in one fiscal year will carry over and be available for projects in the following fiscal year.

The implementing agency must enter into a cooperative agreement with Caltrans and, if the project is federally funded, obligate the federal funds within six months.

Funds allocated for project development or right of way costs must be expended by the end of the second fiscal year following the fiscal year in which the funds were allocated. After the award of a contract, the implementing agency has up to 36 months to complete (accept) the contract. At the time of fund allocation, the Commission may extend the deadline for completion of work and the liquidation of funds if necessary to accommodate the proposed expenditure plan for the project. The implementing agency has six months after contract acceptance to make the final payment to the contractor or vendor, prepare the Final Report of Expenditures and submit the final invoice to Caltrans for reimbursement.

It is incumbent upon the implementing agency to develop accurate project cost estimates. If the amount of a contract award is less than the amount allocated, or if the final cost of a component is less than the amount awarded, the savings generated will not be available for future programming.

Caltrans will track the delivery of Active Transportation Program projects and submit to the Commission a semiannual report showing the delivery of each project phase.

20. Federal Requirements

Unless programmed for state-only funding, project applicants must comply with the provisions of Title 23 of the U.S. Code of Federal Regulations and with the processes and procedures contained in the Caltrans Local Assistance Procedures Manual and the Master Agreement with Caltrans. Below are examples of federal requirements that must be met when administering Active Transportation Program projects.

- National Environmental Policy Act (NEPA) compliance and documentation is required on all projects. Refer to Chapter 6, Environmental Procedures, of the Local Assistance Procedures Manual for guidance and procedures on complying with NEPA and other federal environmentally related laws.
- Project applicants may not proceed with the final design of a project or request "Authorization to proceed with Right-of-Way" or "Authorization to proceed with Construction" until Caltrans has signed a Categorical Exclusion, a Finding of No Significant Impact, or a Record of Decision. Failure to follow this requirement will make the project ineligible for federal reimbursement.
- If the project requires the purchase of right of way (the acquisition of real property), the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 apply. For more information, refer to Chapter 13, Right of Way, of the Local Assistance Procedures Manual.
- If the project applicant requires the consultation services of architects, landscape architects, land surveyors, or engineers, the procedures in the Chapter 10, Consultant Selection, of the Local Assistance Procedures Manual must be followed.
- Contract documents are required to incorporate applicable federal requirements such as Davis Bacon wage rates, competitive bidding, Disadvantaged Business

Enterprises/Equal Employment Opportunity provisions, etc. For more information, refer to Chapter 9, Civil Rights and Disadvantaged Business Enterprises, and Chapter 12, Plans, Specifications & Estimate, of the Local Assistance Procedures Manual

- Failure to comply with federal requirements may result in the repayment to the State of Active Transportation Program funds.

21. Design Standards

Streets and Highways Code Section 891 requires that all city, county, regional, and other local agencies responsible for the development or operation of bikeways or roadways where bicycle travel is permitted utilize all minimum safety design criteria established by Caltrans, **except that an agency may utilize other minimum safety design criteria if specific conditions are met, as described in Streets and Highways Code Section 891(b).** *Chapter 11, Design Standards, of the Caltrans Local Assistance Procedures Manual describes statewide design standards, specifications, procedures, guides, and references that are acceptable in the geometric, drainage, and structural design of Local Assistance projects. ~~The chapter also describes design exception approval procedures, including the delegation of design exception approval authority to the City and County Public Works Directors for projects not on the state highway system. These standards and procedures, including the exception approval process, must be used for all Active Transportation Program projects.~~*

For capital projects off the state highway system, the project applicant will be responsible for the ongoing operations and maintenance of the facility. If another entity agrees to assume responsibility for the ongoing operations and maintenance of the facility, documentation of the agreement must be submitted with the project application, and a copy of the Memorandum of Understanding or Interagency Agreement between the parties must be submitted with the request for allocation.

All facilities constructed using Active Transportation Program funds cannot revert to a non-Active Transportation Program use for a minimum of 20 years or its actual useful life as documented in the project application, whichever is less, without approval of the Commission.

22. Project Inactivity

Once funds for a project are encumbered, project applicants are expected to invoice on a regular basis (for federal funds, see 23 CFR 630.106 and the Caltrans' Inactive Obligation Policy). Failure to do so will result in the project being deemed "inactive" and subject to deobligation if proper justification is not provided.

23. Project Reporting

As a condition of the project allocation, the Commission ~~will~~ requires the implementing agency to submit semi-annual reports on the activities and progress made toward implementation of the project and a final delivery report. An agency implementing a project in the MPO selected portion of the program must also submit copies of its semi-annual reports and of its final delivery report to the MPO. The purpose of the reports is to ensure that the project is executed in a timely fashion and is within the scope and budget identified when the decision was made to fund the project.

Within one year of the project becoming operable, the implementing agency must provide a final delivery report to the Commission which includes:

- The scope of the completed project as compared to the programmed project.
- Before and after photos documenting the project.
- The final costs as compared to the approved project budget.
- Its duration as compared to the project schedule in the project application.
- Performance outcomes derived from the project as compared to those described in the project application. This should include before and after pedestrian and/or bicycle counts, and an explanation of the methodology for conducting counts.
- Actual use of the California Conservation Corps or qualified community conservation corps as compared to the use **described** in the project application.

Please note that the final delivery report required by this section is in addition to the aforementioned Final Report of Expenditures.

For the purpose of this section, a project becomes operable when the construction contract is accepted or acquired equipment is received, or in the case of non-infrastructure activities, when the activities are complete.

Caltrans must audit a sample of Active Transportation Program projects to evaluate the performance of the project, determine whether project costs incurred and reimbursed are in compliance with the executed project agreement or approved amendments thereof; state and federal laws and regulations; contract provisions; and Commission guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule and benefits described in the executed project agreement or approved amendments thereof. A report on the projects audited must be submitted to the Commission annually.

VIII. Roles And Responsibilities

24. California Transportation Commission (Commission)

The Commission responsibilities include:

- Adopt guidelines and policies for the Active Transportation Program.
- Adopt Active Transportation Program Fund Estimate.
- Evaluate, **score and rank** projects, including ~~the~~ **forming and facilitating** of the Project Evaluation Committee.
- **Recommend and** adopt a program of projects, including:
 - The statewide **component** of the Active Transportation Program,
 - The small urban & rural **component** of the Active Transportation Program, and
 - The MPO selected **component** of the program based on the recommendations of the MPOs.
 - Ensure that at least 25% of the funds benefit disadvantaged communities.
- **Post recommendations and final adopted list of approved projects on the Commission's website.**

- Allocate funds to projects.
- Evaluate and report to the legislature.

25. California Department of Transportation (Caltrans)

Caltrans has the primary responsibility for the administration of the **adopted** Active Transportation Program. Responsibilities include:

- Provide statewide program and procedural guidance (i.e. provide project evaluation of materials and instructions), conduct outreach through various networks such as, but not limited to, the Active Transportation Program website, and at conferences, meetings, or workgroups.
- Provide program training.
- Solicit project applications for the program.
- **Assist in** facilitating the Project Evaluation Committee.
- Perform eligibility **and deliverability** reviews of Active Transportation Program projects **and inform the Commission of any identified issues.**
- Evaluate **and score, and rank** applications.
- ~~Recommend projects to the Commission for programming and allocation.~~
- Notify **successful** applicants of ~~the results~~ **their next steps** after each call for projects.
- **Recommend project allocations (including funding type) to the Commission.**
- Track and report on project implementation, **including project completion.**
- Audit a selection of projects
- Serve as the main point of contact in project implementation, including **administering the contract(s) for** the technical assistance resource center. ~~after notifying successful applicants of award.~~

26. Metropolitan Planning Organizations (MPOs) With Large Urbanized Areas

MPOs with large urbanized areas are responsible for overseeing a competitive project selection process in accordance with these guidelines. The responsibilities include:

- Ensure that at least 25% of the funds in each MPO must benefit disadvantaged communities.
- If using different project selection criteria or weighting, minimum project size **greater than \$500,000**, match requirement, or definition of disadvantaged communities for its competitive selection process, the MPO must obtain Commission approval prior to the MPO's call for projects. ~~Use of a minimum project size of \$500,000 or less, or of a different match requirement than in the statewide competitive program does not require prior Commission approval.~~
- If electing to have a supplemental MPO specific call for projects, the projects within the MPO boundaries that were not selected through the statewide competition must be considered along with those received in the supplemental call for projects. An MPO must notify the Commission of their intent to have a supplemental call no later than ~~May 24, 2014~~ **the application deadline.**

- In administering a competitive selection process, an MPO must use a multidisciplinary advisory group to assist in evaluating project applications.
- In administering a competitive selection process, an MPO must explain how the projects recommended for programming by the MPO include a broad spectrum of projects to benefit pedestrians and bicyclists. The explanation must include a discussion of how the recommended projects benefit students walking and cycling to school.
- An MPO choosing to use the same project selection criteria and weighting, minimum project size, match requirement, and definition of disadvantaged communities as used by the Commission for the statewide competition may ~~defer~~ **delegate** its project selection to the Commission. An MPO ~~deferring~~ **delegating** its project selection to the Commission must notify the Commission ~~by May 21, 2014~~ **the application deadline**, and may not conduct a supplemental call for projects.
- ~~Approve amendments to the MPO selected portion of the program prior to Commission approval.~~ **If electing to have a contingency list of projects to be amended into the program in the event a programmed project is delivered for less or fails, approve and recommend such amendments for Commission approval. This contingency list will be provided to the Commission and will be in effect only until the adoption of the next statewide program.**
- Recommend allocation requests for a project in the MPO selected portion of the program.
- Determine which projects to advance and make that recommendation to the Commission.
- Submit an annual assessment of its portion of the program in terms of its effectiveness in achieving the goals of the Active Transportation Program.

In addition, the following statutory requirements apply specifically to the Southern California Association of Governments (SCAG):

- SCAG must consult with county transportation commissions, the Commission, and Caltrans in the development of competitive project selection criteria. The criteria should include consideration of geographic equity, consistent with program objectives.
- SCAG must place priority on projects that are consistent with plans adopted by local and regional governments within the county where the project is located.
- SCAG must obtain concurrence from the county transportation commissions.

27. Regional Transportation Planning Agencies (RTPAs) Outside an MPO with Large Urbanized Areas and MPOs without Large Urbanized Areas

These Regional Transportation Planning Agencies and MPOs (**outside the nine large MPOs**) may make recommendations or provide input to the Commission regarding the projects within their boundaries that are applying for Active Transportation Program funding.

28. Project Applicant

Project applicants nominate Active Transportation Program projects for funding consideration. If awarded Active Transportation Program funding for a submitted project, the project applicant (or partnering implementing agency if applicable) has contractual responsibility for carrying out the

project to completion and complying with reporting requirements in accordance with federal, state, and local laws and regulations, and these guidelines.

For **infrastructure** capital projects off the state highway system, the project applicant will be responsible for the ongoing operations and maintenance of the facility. If another entity agrees to assume responsibility for the ongoing operations and maintenance of the facility, documentation of the agreement must be submitted with the project application, and a copy of the Memorandum of Understanding or Interagency Agreement between the parties must be submitted with the request for allocation.

IX. Program Evaluation

The Active Transportation Program will be evaluated for its effectiveness in increasing the use of active modes of transportation in California. Applicants that receive funding for a project must collect and submit data to Caltrans as described in the "Project Reporting" section.

~~By December 31, 2014, the Commission will post on its website information about the initial program of projects, including a list of all projects programmed and allocated in each portion of the program, by region, and by project type, along with information on grants awarded to disadvantaged communities,~~

~~After 2014,~~ The Commission will include in its annual report to the Legislature a discussion on the effectiveness of the program in terms of planned and achieved improvement in mobility and safety and timely use of funds, and will include a summary of its activities relative to the administration of the Active Transportation Program including:

- Projects programmed,
- Projects allocated,
- Projects completed to date by project type,
- Projects completed to date by geographic distribution,
- Projects completed to date by benefit to disadvantaged communities, and
- Projects completed to date with the California Conservation Corps or qualified community conservation corps.

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2015

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X											
Janice Rutherford Board of Supervisors												
James Ramos Board of Supervisors	X											
Curt Hagman Board of Supervisors												
Josie Gonzales Board of Supervisors	X											
Vacant City of Adelanto												
Curt Emick Town of Apple Valley	X											
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X											
Dennis Yates City of Chino	X											
Ed Graham City of Chino Hills	X											
Frank Navarro City of Colton	X											
Michael Tahan City of Fontana	X											
Vacant City of Grand Terrace												
Mike Leonard City of Hesperia	X											
Larry McCallon City of Highland	X											

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

brd

Page 1 of 2

Communication: Attendance (Additional Information)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2015

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X											
Paul Eaton City of Montclair	X											
Edward Paget City of Needles	X											
Alan Wapner City of Ontario	X											
L. Dennis Michael City of Rancho Cucamonga	X											
Jon Harrison City of Redlands	X											
Deborah Robertson City of Rialto	X											
R. Carey Davis City of San Bernardino	X											
Vacant City of Twentynine Palms												
Ray Musser City of Upland												
Ryan McEachron City of Victorville	X											
Dick Riddell City of Yucaipa	X											
George Huntington Town of Yucca Valley	X											
Basem Muallem Ex-Official Member	David Bricker											

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

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Communication: Attendance (Additional Information)

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.

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

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

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

COMMITTEE MEMBERSHIP

APPOINTING/ELECTING AUTHORITY		REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
			Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)		F. Navarro	L. McCallon	D. Robertson	F. Navarro
District 7 (San Bernardino, Highland)		L. McCallon			
District 8 (Rialto, Fontana)		D. Robertson			
District 9 (Rancho Cucamonga, Upland, Montclair)		P. Eaton		R. Marquez	P. Eaton
District 10 (Chino, Chino Hills, Ontario)		R. Marquez			
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yuca Valley)		B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)		R. McEachron			R. McEachron
San Bernardino County		G. Ovitt			G. Ovitt
†SANBAG Acting as County Transportation Commission		A. Wapner			A. Wapner
SANBAG Subregional Appointees*			Julie McIntyre Ray Musser Ed Paget	Diane Williams Eric Schmidt Ed Graham	B. Stanton

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.</p>	<p>Ryan McEachron, Victorville, Vice President (Chair) L. Dennis Michael, Rancho Cucamonga, President (Vice Chair) Bill Jahn, Big Bear Lake, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Paul Eaton, Montclair (Chair – CRTCC) Michael Tahan, Fontana (Chair – MVSS) Janice Rutherford, Supervisor <u>East Valley</u> Larry McCallon, Highland Dick Riddell, Yucaipa Rhodes “Dusty” Rigsby, Loma Linda James Ramos, Supervisor <u>Mountain/Desert</u> Bill Jahn, Big Bear Lake Ryan McEachron, Victorville, Vice President (Chair - MDC) Jim Harris, Twentynine Palms Robert Lovingood, Supervisor</p>	<p>6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015</p>
<p>Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member</p>	<p>Paul Eaton, Montclair* (Chair) James Ramos, Supervisor**(Vice Chair) Jon Harrison, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto Ray Musser, Upland Dick Riddell, Yucaipa Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2015 Indeterminate (6/30/2015 12/31/2016 12/31/2015 12/31/2015 Indeterminate 12/31/2015 12/31/2016 12/31/2015 12/31/2016 Indeterminate</p>

Communication: SANBAG Committee Memberships (Committee Membership)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p>	<p>Ryan McEachron, Victorville (Chair) Cari Thomas, Adelanto (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor</p>	<p>Indeterminate (6/30/2015) Indeterminate (6/30/2015) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 10:00 a.m., SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.</p>	<p>Board of Directors Michael Tahan, Fontana (Chair) Ray Musser, Upland (Vice Chair)</p>	<p>6/30/2015 6/30/2015</p>

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p>	<p>Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio</p> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16 12/31/16 12/31/18 12/31/18 12/31/18</p>

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the General Policy Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the General Policy Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2013/2014 Audit) - SANBAG President – L. Dennis Michael, Rancho Cucamonga - Vice President – Ryan McEachron, Victorville - Immediate Past President – Bill Jahn, Big Bear Lake - Presidential Appointment – Walt Stanckiewicz, Grand Terrace</p>
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Larry McCallon, Highland Dick Riddell, Yucaipa</p>
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p>I-10 and I-15 Corridor Joint Sub-Committee In January 2015, the Board approved the change status of Express Lanes Ad Hoc Committee to the creation of the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee (I-10 and I-15 Joint Sub-Committee). Members of the committee will be members of the SANBAG Board of Directors and will be appointed by the SANBAG Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SANBAG Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors.</p>	<p>Alan Wapner, Ontario – Chair Ryan McEachron, Victorville – Vice Chair Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana</p>

Communication: SANBAG Committee Memberships (Committee Membership)

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – L. Dennis Michael, Rancho Cucamonga Vice President – Ryan McEachron, Victorville Immediate Past President – Bill Jahn, City of Big Bear Lake</p>
<p>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>

Communication: SANBAG Committee Memberships (Committee Membership)

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>
<p>City/County Manager’s Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>

Communication: SANBAG Committee Memberships (Committee Membership)

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.</p> <p>Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>

Communication: SANBAG Committee Memberships (Committee Membership)

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