

AGENDA

Board of Directors Meeting

September 4, 2013

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

Bill Jahn, Council Member
City of Big Bear Lake

Vice-President

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Mayor
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Dennis Yates, Mayor
City of Chino

Ed Graham, Vice Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewicz, 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, Council Member
City of Ontario

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor Pro Tem
City of Victorville

Dick Riddell, Council Member
City of Yucaipa

George Huntington, Council Member
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

Gary Ovitt, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Basem Muallem, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

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

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

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

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

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

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

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

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

AGENDA

Board of Directors

**September 4, 2013
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 10:00 a.m. by Council Member Bill Jahn

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

**1. Possible Conflict of Interest Issues for the Board Meeting of Pg. 15
September 4, 2013**

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

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 22.

Notes/Actions:

Consent Calendar Continued....

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 17
3. **June and July 2013 Procurement Report** Pg. 21
Receive June and July 2013 Procurement Report. **William Stawarski**
This item was received by the General Policy Committee on August 14, 2013.
4. **Measure I Revenue** Pg. 27
Receive report on Measure I receipts for Measure I 2010-2040. **William Stawarski**
This item was received by the General Policy Committee on August 14, 2013.
5. **Investment Policy No. 20100** Pg. 29
Receive Investment Policy No. 20100. **William Stawarski**
This item was received by the General Policy Committee on August 14, 2013.
6. **Overview of PlanetBids, e-Procurement System** Pg. 37
Receive and File an overview of the PlanetBids e-Procurement System which is being implemented within the next month. **William Stawarski**
This item was received by the General Policy Committee on August 14, 2013.
7. **San Bernardino Associated Governments (SANBAG) status of Financial Statement Findings and Questioned Costs from the Fiscal Year 2011/2012 audit** Pg. 41
Receive SANBAG's status of Financial Statement Findings and Findings with Questioned Costs from the Fiscal Year 2011/2012 audit. **William Stawarski**
This item was received by the General Policy Committee on August 14, 2013.
8. **California Department of Transportation (Caltrans) resolution to audit findings identified by Caltrans' Final Audit Report issued on August 30, 2012.** Pg. 48
1. Receive Department of Transportation letter dated July 17, 2013, notifying SANBAG of resolution to audit findings identified by Caltrans' Final Audit Report issued on August 30, 2012.
2. Approve Fiscal Year 2012/2013 budget amendment to increase Task No. 0701, Valley Signal Coordination, in the amount of \$573,428 funded with Measure I (MSI) 1990-TMEE and authorize payment to Caltrans for \$573,428. **Hilda Flores**
This item was unanimously approved by the General Policy Committee on August 14, 2013.

Consent Calendar Continued....

Administrative Matters (Cont.)

9. Budget Amendments for Fiscal Year 2013/2014

Pg. 55

Approve Fiscal Year 2013/2014 Budget Amendments for the following tasks:

a. Increase Task No. 0102, Air Quality Activities in the amount of \$622,573, funded by ARRA FED DOE Clean Cities Fiscal Year 2009, for a new task total of \$1,129,934.

b. Amend Task No. 0311, Transit Capital, to decrease Local Transportation Fund-Rail in the amount of \$250,000, increase State Transit Assistance Fund – Rail in the amount of \$447,000 and increase Prop 1B-Transit System Safety Fund in the amount of \$500,000 for a new task total of \$20,962,858.

c. Amend Task No. 0352, General Commuter Rail, to decrease Local Transportation Fund-Rail in the amount of \$1,600,000, increase State Transit Assistance Fund – Rail in the amount of \$1,100,000, and increase Prop 1B-Transit System Safety Fund in the amount of \$250,000 for a new task total of \$2,810,807.

d. Amend Task No. 0377, Commuter Rail Operating Expenses, to decrease Local Transportation Fund-Rail in the amount of \$147,300, increase State Transit Assistance Fund – Rail in the amount of \$147,300, and increase Rail Assets Fund in the amount of \$340,000 for a new task total of \$12,968,500.

e. Amend Task No. 0379, Commuter Rail Capital Expenses, to increase State Transit Assistance Fund – Rail in the amount of \$2,243,924, decrease Federal Transit Administration 5337 Fund in the amount of \$7,500,000, and increase MSI Valley-Metrolink/Rail Service Fund in the amount of \$6,515,000 and \$6,000,000 State Transit Assistance Fund (STAF)-Rail with a decrease in Task No. 0507 State Transit Assistance Fund (STAF) Pass-Thru of \$6,000,000 for a new task total of \$94,817,941.

f. Increase Task No. 0404, Subregional Transportation Planning in the amount of \$5,000 funded by 1990-TMEE Fund for a new task total of \$1,450,715.

g. Increase Task No. 0506, Local Transportation Fund in the amount of \$1,997,300 funded by Local Transportation Fund Pass-Thru for a new task total of \$96,855,402.

h. Decrease Task No. 0507, State Transit Assistance Fund in the amount of \$9,938,224 funded by State Transit Assistance Fund Pass-Thru for a new task total of \$40,710,747.

Agenda Item 9 Continued

i. Amend Task No. 0516, Measure I Mtn./Desert Apportionment and Allocation, to decrease MSI Victor Valley-Major Local Highway Fund in the amount of \$7,947,535, increase MSI Victor Valley-Major Local Highway Bond Fund in the amount of \$7,947,535, increase MSI Colorado River Major Local Highway in the amount of \$141,000, increase MSI Morongo Basin-Major Local Highway in the amount of \$85,000, increase MSI Morongo Basin Traffic Mgmt Sys in the amount of \$8,400 for a new task total of \$10,077,259.

j. Amend Task No. 0840, Interstate 215 Barton Road Interchange to decrease Surface Transportation Program in the amount of \$17,400,000 and increase Regional Improvement Program in the amount of \$17,400,000 for a task total of \$24,025,749.

k. Increase Task No. 0842, Interstate 10 Tippecanoe Avenue Interchange, to increase Corridor Mobility Improvement Account Fund in the amount of \$2,395,273 for a new task total of \$23,319,174.

l. Increase Task No. 0876, So. Milliken Avenue Grade Separation, funded by MSI Valley Major Street Bond Fund in the amount of \$6,408,045 for a new task total of \$10,904,309.

m. Increase Task No. 0877, Vineyard Avenue Grade Separation, funded by MSI Valley Major Street Bond Fund in the amount of \$7,035,450 for a new total of \$14,109,543. Amend Task No. 0892, I-15 Baseline Interchange, to increase Interstate Maintenance Program in the amount of \$958,110, increase Demonstration Priority Program in the amount of \$1,148,860, and increase Local Projects in the amount of \$4,219,630 for a new task total of \$19,169,739.

William Stawarski

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 14, 2013.

10. Award Bond Counsel and Disclosure Counsel Services Contracts Pg. 59

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

1. Award Contract No. C14005 to Orrick, Herrington & Sutcliffe LLP for Bond Counsel Services for a five (5) year contract term with two (2) one-year options in the amount of \$600,000.

2. Award Contract No. C14006 to Fulbright & Jaworski LLP a member of Norton Rose Fulbright for Disclosure Counsel Services for a five (5) year contract term with two (2) one-year options in the amount of \$200,000. **Eileen Monaghan Teichert**

This item has been reviewed and unanimously recommended for approval by the General Policy Committee on August 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contracts as to form.

Consent Calendar Continued....

Regional/Subregional Planning

11. Countywide Transportation Plan Update Pg. 109

Receive update on Countywide Transportation Plan. **Steve Smith**

The information in this item was presented to the Transportation Technical Advisory Committee on August 5, 2013.

12. Morongo Basin Subarea Measure I Major Local Highway Program Pg. 114

1. Approve a budget amendment to increase Task No. 0404, Subregional Transportation Planning, from \$1,446,715 to \$1,526,715 to be funded with \$80,000 of Measure I Morongo Basin Subarea – Project Development/Traffic Management Systems funds for the preparation of a Morongo Basin Transportation Planning study.

2. Approve the attached Morongo Basin Area Transportation Study scope of work.

3. Authorize the release of the Request for Proposals No. 14039 for consultant support to complete the Morongo Basin Area Transportation Study consistent with the approved scope of work. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 16, 2013.

Air Quality/Traveler Services

13. Amendment No. 2 to Contract No. C12175 with the California Highway Patrol (CHP) adding funds for Devore Interchange Project Construction Freeway Service Patrol (CFSP) services Pg. 118

1) Approve Amendment No. 2 to Cooperative Agreement No. C12175 with the CHP to provide additional funds in the amount of \$193,130 for supervision and daily oversight of the Freeway Service Patrol Program over a two-year period for the Devore Interchange Project.

2) Approve Budget Amendment to Task 704, Freeway Service Patrol Program, for fiscal year 13/14 to add Measure I Cajon Pass Bond funds in the amount of \$128,831 for a total budget of \$2,160,506 as specified in the Financial Impact section. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and Contract Amendment.

Consent Calendar Continued....

Council of Governments

14. Legislative Update Pg. 125

Receive State and Federal Legislative update. **Wendy Strack**

This item was presented at the General Policy Committee on August 14, 2013.

Project Delivery

15. State Route 210 (SR-210)/Base Line Interchange Improvement Project Pg. 157

1. Approve Cooperative Agreement No. C13114 for \$310,000 with California Department of Transportation District 8 for the SR-210/Base Line Interchange Improvement Project oversight services associated with the combined Project Study Report-Project Report;

2. Approve Amendment No. 1 to Cooperative Agreement No. C13027 with the City of Highland increasing the contract value by \$310,000, for a new not-to-exceed amount of \$1,347,280, consisting of \$782,770 of Measure I Valley Fund Interchange Freeway Program funds and \$564,510 of City of Highland funds.

3. Approve Amendment No. 2 to Contract No. C12137 with URS Corporation for the change in scope of work for the preparation of the SR-210/Base Line Project Study Report-Project Report at no additional cost. **Garry Cohoe**

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and drafts of the Cooperative Agreement and Amendment.

Transit/Rail

16. Transportation Development Act Triennial Performance Audits for Fiscal Years 2008/2009 to 2010/2011 of Barstow Area Transit, Needles Area Transit, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority Pg. 222

Receive Triennial Performance Audit Reports for Fiscal Years 2008/2009 through 2010/2011 for Barstow Area Transit, Needles Area Transit, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority. **Mitch Alderman**

All the audits have been presented to the respective governing boards. This item was received by the Commuter Rail and Transit Committee on August 15, 2013, and the Mountain/Desert Committee on August 16, 2013.

Consent Calendar Continued....

Transit/Rail (Cont.)

17. **Contract No. C14004 to GRFCO Inc. for the E Street Storm Drain Project** Pg. 261

Note Commuter Rail and Transit Committee approval to award Construction Contract No. C14004 to GRFCO Inc., the lowest responsive, responsible bidder for the E Street Storm Drain Improvements in the not-to-exceed amount of \$354,300.

Approve Allowances/Contingency for Contract No. C14004 for a not-to-exceed amount of \$35,430 and authorize the Executive Director, or designee to release contingency as necessary for completion of the project. **Mitch Alderman**

This item was reviewed and approved at the Commuter Rail and Transit Committee on August 15, 2013. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Transportation Fund Administration

18. **Project Funding Agreement C13111 for the High Desert Corridor** Pg. 268

1. Approve Project Funding Agreement C13111 with the Los Angeles County Metropolitan Transportation Authority for the preliminary engineering phase of the High Desert Corridor Project, which includes a total Measure I contribution of \$4,447,535.

2. Approve a budget amendment to increase Task No. 0516, Measure I Mt/Desert Apportionment and Allocation, by \$500,000 to be funded with Measure I Victor Valley Subarea – Project Development/Traffic Management Systems funds. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on August 16, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

19. **Interstate 10 University Street Interchange Memorandum of Understanding** Pg. 278

1. Approve Memorandum of Understanding No. C13168 with the City of Redlands for the development of the Interstate 10 University Street Interchange project.

2. Waive the five-year contract term limitation set forth in Policy 11000. **Andrea Zureick**

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2013. SANBAG General Counsel and Contract Administrator have approved this item and the Memorandum of Understanding.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

20. Fund Exchange for the Inland Empire Goods Movement Gateway Projects Pg. 287

1. Approve allocating the remaining balance of \$16.5 million of federal funds designated for the Inland Empire Goods Movement Gateway project to the I-10 Tippecanoe Interchange Phase II Construction project based on a first-come, first served basis.

2. Approve replacing \$5,000,000 of High Priority Program Funds for the I-215 University Parkway Interchange Improvement project with \$5,000,000 of future Surface Transportation Program funds, and allow those funds to retain the "buy-down" status of the High Priority Program funds.

3. Approve replacing \$1,500,000 of High Priority Program Funds for I-215 Barton Interchange Improvement project with \$1,500,000 of future Surface Transportation Program funds. **Andrea Zureick**

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2013.

21. Funding Allocation and Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2013/2014 Pg. 291

1. Approve the Measure I Funding Allocation for the Valley Major Street Program/Arterial Sub-Program for the Fiscal Year 2013/2014, as referenced in Table I in this agenda item.

2. Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2013/2014 as referenced in Attachment 1 to this agenda item. **Andrea Zureick**

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2013.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Council of Governments

23. **Community Vital Signs Initiative** Pg. 296
(10 min.)
Receive a presentation from Trudy Raymundo the Director of the County Department of Public Health on a collaborative effort for coordinating community health and wellness efforts. **Duane Baker**
This item was reviewed by the City/County Manager's Technical Advisory Committee on March 7, 2013.
24. **Presentation on Proposed County Charter Amendment** Pg. 297
(20 min.)
Receive a presentation from Janice Rutherford, Chair of the County Board of Supervisors and Greg Devereaux, County Chief Executive Officer on a proposal to amend the County Charter. **Duane Baker**
This item has not received prior policy committee or technical advisory committee review.

Administrative Matters

25. **Appointments to the Valley Transportation Services (VTrans) Board of Directors and Announcing Vacancies on Other External Boards** Pg. 298
1) Approve the reappointment of Mike Bair and Floyd Petersen to the VTrans Board of Directors with terms ending in September 2016. Approve the appointment of Ray Musser to the VTrans Board of Directors with a term ending in September 2014.
2) Note the following vacancies and request Board Members to express their interest in serving to the Board President for the following:
 - Metro Gold Line Foothill Extension Construction Authority – Alternate Member
 - Metro Gold Line Phase II JPA – Alternate Member
 - SCAG Energy and Environment Committee
 - SCAG Transportation Committee**Duane Baker**
This item has not received prior policy committee or technical advisory committee review.

Project Delivery

26. **I-10 and I-15 Corridor Improvement Project Update** Pg. 300
Receive information on the status of the I-10 and I-15 Corridor Express Lane Financial Study. **Garry Cohoe**
This item has not received prior Policy Committee or Technical Advisory Committee review.

Discussion Items Continued....

Project Delivery (Cont.)

27. I-10 Riverside Avenue Landscape Project Pg. 303

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

1. Approve award of Contract No. C13074 with Vali Cooper & Associate, Inc. for Construction Management services for the I-10 Riverside Avenue Interchange Landscape Maintenance Project in an amount not-to-exceed \$205,000.00.
2. Approve a contingency amount of \$20,500.00 for Contract No. C13074 and authorize the Executive Director or designee to release contingency as necessary for the project. **Garry Cohoe**

Due to the time constraints this item was not reviewed by any Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the contract.

28. Award Construction Contract No. C13121 for Laurel Street Grade Separation Project Pg. 328

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

1. Award Construction Contract No. C13121 to Riverside Construction Company, Inc. as the lowest responsive and responsible bidder for the Laurel Street Grade Separation Project for \$22,766,877.20.
2. Approve Allowances/Contingency for Contract No. C13121 on the Laurel Street Grade Separation Project in the amount of \$2,754,187.72. **Garry Cohoe**

At the April 2013, Board meeting, approval was given to take award of Contract No. C13121 directly to the Board without prior Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

29. Award Construction Contract No. C13108 for Palm Avenue Grade Separation Project Pg. 369

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

1. Award Construction Contract No. C13108 to the lowest responsive and responsible bidder for the Palm Avenue Grade Separation Project for an amount to be determined after bids are opened on August 20, 2013.
2. Approve Allowances/Contingency for Contract No. C13108 on the Palm Avenue Grade Separation Project in the amount to be determined after bids are opened on August 20, 2013. **Garry Cohoe**

At the February 2013, Board meeting, approval was given to take award of Contract No. C13108 directly to the Board without prior Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item.

Discussion Items Continued....

Project Delivery (Cont.)

30. **Award Construction Contract No. C13153 for State Route 210 Segments 9 & 10 Establish Existing Planting Project** Pg. 371

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

1. Award Construction Contract No. C13253 to the lowest responsive and responsible bidder for the State Route 210 Segments 9 & 10 Establish Existing Planting Project for an amount to be determined after bids are opened on August 27, 2013.
2. Approve Allowances/Contingency for Contract No. C13253 on the State Route 210 Segments 9 & 10 Establish Existing Planting Project in the amount to be determined after bids are opened on August 27, 2013. **Garry Cohoe**

SANBAG General Counsel and Contract Administrator have reviewed this item.

Transit/Rail

31. **Desert Consolidation Study of Victor Valley Transit Authority, Barstow Area Transit, and Needles Area Transit** Pg. 374

1. Receive and accept the final Desert Consolidation Study completed by AECOM on July 25, 2013; and
2. Direct staff to assist the Cities of Barstow, Adelanto, Hesperia, Victorville, the Town of Apple Valley, the County of San Bernardino, and Victor Valley Transit Authority in efforts to consolidate transit service, creating a new transit agency in the desert. **Mitch Alderman**

This item was received and unanimously approved by the Commuter Rail and Transit Committee on August 15, 2013, and the Mountain/Desert Committee on August 16, 2013.

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships

South Coast Air Quality Management Report Pg. 408

Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee Pg. 410

Mayor Larry McCallon

SCAG Committees Pg. 413

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees Pg. 414

Acronym List Pg. 420

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

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Important Dates to Remember...

September 2013

SANBAG Meetings – Cancelled: None

SANBAG Meetings – Scheduled:

General Policy Committee	Sep. 11	9:00 am	The Super Chief
Metro Valley Board Study Session	Sep. 12	9:00 am	First Floor Lobby
Commuter Rail & Transit Committee	Sep. 12	10:00 am	First Floor Lobby
Mountain/Desert Committee	Sep. 13	9:30 am	Town of Apple Valley

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

REVISED AGENDA ITEM: 1

Date: September 4, 2013

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
10	C14005	Orrick, Herrington, Sutcliffe Mary A. Collins Devin Brennan.	None
10	C14006	Fulbright Jaworski LLP Victor Hsu Richard L. Kornblith Russell C. Trice Juan J. Redin Jonathan Guz	None

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply
 BRD1309z-aa

Item No.	Contract No.	Principals & Agents	Subcontractors
15	C12137-02	URS Corporation <i>Jeff Chapman</i>	ICF International Psomas Value Management Strategies CNS Engineers, Inc. Epic Land Solutions
17	C14004	GRFCO, Inc. <i>George Frost</i>	None
27	C13074	Vali Cooper & Associate, Inc. <i>Agnes Weber</i>	None
28	C13121	Riverside Construction Company, Inc. <i>Donald Pim</i>	Matich Caliagua, Inc. Malcolm Drilling Griffith Company C.P. Construction Crown Fence Co. High Light Electric Old Castle Pre-Cast Integrity Rebar

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.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X		X	X	X	X					
James Ramos Board of Supervisors	X	X			X		X					
Janice Rutherford Board of Supervisors	X	X		X	X	X	X					
Josie Gonzales Board of Supervisors		X		X	X	X	X					
Robert A. Lovingood Board of Supervisors	X	X		X	X	X	X					
Cari Thomas City of Adelanto		X	X	X	X	X	X					
Curt Emick Town of Apple Valley	X	X	X	*	X	X	X					
Julie McIntyre City of Barstow		X	X		X	X						
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X					
Dennis Yates City of Chino	X	X	X	X	X	X	X					
Ed Graham City of Chino Hills	X	X	X	X	X	X	X					
Frank Navarro City of Colton	X	X	X	X	X	X	X					
Michael Tahan City of Fontana	X	X	X	X	X	X	X					
Walt Stanckiewicz City of Grand Terrace	X	X	X	X	X	X	X					
Mike Leonard City of Hesperia	X	X		X		X	X					
Larry McCallon City of Highland	X	X	X	X	X	X	X					

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

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

18

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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



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

Minute Action

AGENDA ITEM: 3

Date: September 4, 2013
Subject: June and July 2013 Procurement Report
Recommendation:* Receive June and July 2013 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 May 1, 2013. 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; 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

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.

BRD1309c-wws

Attachment:

<http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1308/AgendaItems/BRD1309c1-wws.docx>

<http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2013/gpc1308/AgendaItems/BRD1309c2-wws.docx>

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 month of June and July 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 2012/2013 or Fiscal Year 2013/2014 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was received by the General Policy Committee on August 14, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

Attachment A
June and July Contract/Purchase Order Actions

Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
C13123	Preliminary work for utility relocations	Sprint Communications	\$11,500.00	I-15/I-215 Devore Interchange Project
C13134	Park and ride lot lease	Community Baptist Church	\$5,880.00	Park and ride lot lease
C13135	Park and ride lot lease	Montecity Park Union Church	\$6,120.00	Park and ride lot lease
C13136	Park and ride lot lease	Shepherd of the Hills Lutheran Church	\$15,840.00	Park and ride lot lease
C13137	Park and ride lot lease	Highland Avenue Church	\$21,600.00	Park and ride lot lease
C13138	Park and ride lot lease	St. Paul the Apostle Catholic Church	\$18,480.00	Park and ride lot lease
C13170	Online Agenda Management Software	Carahsoft Technology Corp.	\$25,000.00	Online Agenda Management Software
C14020	Temporary Staffing Services	Material and Contracts	\$100,000.00	Temporary Staffing Services
C13171	Online Vendor Registration Database	PlanetBids	\$100,000.00	Online Vendor Registration Database

Attachment A

June and July Contract Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Amended Contract Total	Dollar Amount of Amendment
C10164 Amendment No. 3	Exercised the option to extend one year and included language regarding Prevailing wages	CityCom Real Estate	\$168,720.00	\$41,040.00
C12183 Amendment No 2	For actual costs incurred in approving all of the asphalt within the project area	State of California Department of Transportation	\$50,000.00	\$50,000.00
C12198 Amendment No.1	Changed the payment method due to the State Budget changes that recently occurred	State of California Department of Transportation	\$102,500.00	\$0.00
C12226 Amendment No 2	For actual costs incurred in approving all of the asphalt within the project area	State of California Department of Transportation	\$50,000.00	\$50,000.00
C12189 Amendment No. 3	Approve Funding Summary. This results in a cost reduction and a proportional reduction in CMAQ and Measure I funds that SANBAG is contributing to the project construction cost	State of California Department of Transportation	\$36,180,000.00	(\$959,000.00)
C13020 Amendment No. 1	Extended contract in order to complete tasks, no cost increase.	ICF Jones	\$173,628.00	\$0.00
C13021 Amendment No. 1	Extended contract in order to complete tasks, no cost increase.	Atkins North America	\$220,803.35	\$0.00

Attachment A

June 1-30, July 1-24 Contract/Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	Dollar Amount
4001005	06/19/13	Simon Wong Engineering	Purchase second copy of TransCAD license. TransCAD is the base of SANBAG's SBTAM model that is used for transportation modeling in the county.	\$9,391.25
4001014	07/09/13	Los Angeles County Metropolitan Transportation Authority (LACMTA)	SANBAG's share of regional rideshare marketing and outreach, includes eNewsletter, media luncheon, and rideshare survey.	\$18,817.00
4001018	07/18/13	Southern California Association of Governments	Membership dues for Fiscal Year 2013/2014.	\$25,000.00
<i>*Note: Sole Source justification is noted in the Purpose statement, if applicable.</i>				Total
				\$53,208.25

Attachment B

June and July 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
06/13/13	C14005	Bond Counsel Services	\$300,000.00	09/04/13	Bond Counsel Services
06/13/13	C14006	Disclosure Counsel Services	\$200,000.00	09/04/13	Disclosure Counsel Services
06/24/13	C14008	Investment Banking	\$800,000.00	09/04/13	Investment Banking for bonds
06/02/13	C13139	Install a small fence to secure a site	\$12,000.00	07/25/13	Minor fencing project along Baseline Road in the City of San Bernardino near the Lytle Creek Wash to prevent illegal dumping and as required to close an environmental permit.
06/28/13	C14004	Install Storm Drain prior to sbX Project being completed	\$392,000.00	08/15/13	First Mile
				Total	\$1,704,000.00



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

Minute Action

AGENDA ITEM: 4

Date: September 4, 2013

Subject: Measure I Revenue

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

Background: Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2012/2013 as of June 30, 2013 were \$138,340,881.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for April through June represent sales tax collections from January through March.

Measure I revenue for the 2012/2013 Fiscal Year budget was estimated to be \$122,000,000. Actual Measure I receipts for Fiscal Year 2012/2013 April through June are \$34,309,171, in comparison to \$33,476,051 received during the quarter ending June 2011/2012, with an increase of 2.49%.

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

Reviewed By: This item was received by the General Policy Committee on August 14, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

ATTACHMENT A

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July- September	October- December	January- March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to Fiscal Year 2010/2011						\$7,158,800
Fiscal Year 2010/2011	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	\$122,761,879
Fiscal Year 2011/2012	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	\$253,570,624
Fiscal Year 2012/2013	34,279,449	35,076,980	34,675,280	34,309,171	138,340,881	\$391,911,505
% Increase Over 2011/2012	10.48%	4.56%	5.85%	2.49%		



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

Minute Action

AGENDA ITEM: 5

Date: September 4, 2013

Subject: Investment Policy No. 20100

Recommendation:* Receive Investment Policy No. 20100.

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

Staff and SANBAG's investment advisor, PFM Investment Management, have reviewed the current policy and have no recommended changes. Investment Policy No. 20100 (see Attachment A) is current with state and federal requirements.

Financial Impact: This item imposes no impact on Fiscal Year 2013/2014 Budget.

Reviewed By: This item was received by the General Policy Committee on August 14, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
 Board of Directors

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

Check all that apply

ATTACHMENT A

San Bernardino Associated Governments	Policy	20100
Adopted by the Board of Directors	October 2, 1996	Revised
		Draft 6/29/12 7/6/11
Investment Policy	Revision No.	15 14

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

I. PURPOSE

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

II. POLICY

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

III. INVESTMENT GOALS

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

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

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

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

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

IV. PRUDENT INVESTOR STANDARD

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

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

V. SCOPE

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

VI. DELEGATION OF AUTHORITY

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

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

VII. CONFLICTS OF INTEREST

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

VIII. PORTFOLIO MATURITY LIMITS

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

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

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

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

IX. ALLOWABLE INVESTMENTS FOR SANBAG OPERATING FUNDS

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

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

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

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

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

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

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

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

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

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

Reverse repurchase agreements will not be allowed.

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

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

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

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

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

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

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

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

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

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

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

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

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

- K. San Bernardino County Investment Pool.

- L. Insured savings accounts.

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

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

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

X. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS ONLY

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

XI PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

XII. INVESTMENT IN "DERIVATIVE" SECURITIES

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

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

XIII. LEVERAGING

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

XIV. SAFEKEEPING OF SECURITIES

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

XV. COMPETITIVE BIDDING OF INVESTMENTS

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

XVI. BROKER/DEALERS

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

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

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

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

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

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

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

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

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

XVII. REPORTING

A. Quarterly Report

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

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

B. Monthly Report

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

XVIII. ANNUAL SUBMISSION OF INVESTMENT POLICY

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

XIX. REVISION HISTORY

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

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



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

Minute Action

AGENDA ITEM: 6

Date: September 4, 2013

Subject: Overview of PlanetBids, e-Procurement System

Recommendation:* Receive and File an overview of the PlanetBids e-Procurement System which is being implemented within the next month.

Background: The San Bernardino Associated Governments (SANBAG) over the last several years has been focused on revising, updating and improving its procurement policies and procedures. One of the features that staff has been exploring is the implementation of a web based e-procurement system. Staff explored several options, but found that Planet Bids met or exceeded SANBAG's goals and objectives. Staff identified several goals that needed to be met in order for a new procurement system to be viable. The goals were: it has to be a proven off the shelf system; needed to maximize vendor outreach; improve communication between procurement and vendors and suppliers; overall cost and time savings to both SANBAG and vendors; flexibility to add or remove elements as necessary; and lessen the administration function as well as reducing the amount of paper usage.

PlanetBids has been providing public agencies e-procurement systems since 1998. Located in Woodland Hills, California, PlanetBids is a certified California Small Business and Women Owned business and has over 70 public agency clients throughout California. A brief listing of their current clients are: Orange County

*

*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.
 BRD1309a-wws

Attachment: <http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/hrd1309/AgendaItems/BRD1309aI-wws.pdf>

Fire Authority, Cities of Fontana, Garden Grove, Irvine, Ontario, Pasadena, Rancho Cucamonga, and Santa Monica. The Orange County Sanitation District, Southern California Association of Governments and San Diego Associated Governments are also current clients. Staff contacted several of these users as well as making a sight visit to the City of Rancho Cucamonga and received very positive reviews.

The benefits of moving to an automated web based procurement system include ease of notification to vendors when a procurement is released. Reduces administrative staff from having to print and mail notifications as well as maintaining a vendor database. Vendors can ensure that their information is current and accurate and can update their profile as necessary. It also allows SANBAG to access other public agencies databases to ensure maximum outreach. Other benefits include the vendors can submit their questions on line, automatic addendum notification and acknowledgements and has a vast reporting capability that SANBAG currently does not have.

SANBAG will begin implementation of Phase I in the next two weeks. The Vendor & Bid Management Module offers the following benefits: on-line vendor management & profile management, vendor notification of the release of the Information For Bid (IFB) and Request For Proposal (RFP) and issuance of Addenda via e-mail, capability of tracking vendor registration and notification, produces reports of who received the notifications and it greatly reduces administrative time in creating and mailing notices to firms.

The cost of this initial implementation is \$10,325 including the first year of service. Staff believes that the minimal investment will provide maximum benefits as detailed in this report.

Financial Impact: This item is consistent with SANBAG's Fiscal Year 2013/2014 budget.

Reviewed By: This item was received by the General Policy Committee on August 14, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

Leading eProcurement Solutions Connecting Buyer & Suppliers Efficiently!

Solutions

We deliver leading modular suite of "next generation" eProcurement solutions that collectively are referred to as PB System™.

Services Include

- Integrated Modular Suite Solution
- Hosted Solution
- Flexible and Configurable
- Multi-Departmental
- Daily Database Backups
- Quick Set-up and Training
- Compatible with any ERP System (e.g. Oracle, SAP)
- Compliant with the PCC (Public Contract Code)
- Low-risk
- Cost Effective

**See reverse for list of modules*

Clients

We serve public organizations such as local or state government agencies and educational institutions. Our solutions work with the following departments:

- Procurement/Support Services
- Contract Administration
- Professional Services
- Public Works

**We can provide a list of clients upon request*

About Us

Since 1998 PlanetBids has been a leading provider of eProcurement solutions. Our mission is to provide cutting edge solutions that are easy-to-use, comprehensive and help buyers and suppliers better connect with each other cost effectively and efficiently. Today PlanetBids works with over 80 agencies (primarily in California), has processed 150,000+ bids electronically (paperless) and has developed an extensive community of qualified vendors.

Award/Recognition

Proud recipient of "*Innovation Through Technology Business of the Year Award*" - US Small Business Administration



For further inquiries contact: Deborah Snyder, (888) 614-2437 ext. 118, deborah@planetbids.com
5850 Canoga Avenue, Suite 301, Woodland Hills, CA 91367

Modules & Add-ons



Vendor & Bid Management

Vendor and Bid Management modules, help buyers and vendors better connect and find savings in the sourcing process. Procurement professionals can quickly manage the process of issuing, monitoring, awarding formal and informal bids, and much more. Vendors can interactively search, view, and respond to bid opportunities securely over the Internet.

Key Features

- Vendor registration & profile management
- Automatic addendum notifications
- Dynamic Reports
- Online Q&A management
- Bid specification library



Contract Management

The Contract Management module can be setup to function independently or seamlessly paired with Vendor and Bid Management modules. Contract Management enables contract administrators, procurement and public works professionals to maintain and retrieve up-to-date information regarding contracts. It greatly reduces time as well as the need to search through endless documents.

Key Features

- Add/view/edit contracts
- View contract history/changes
- Advanced reports
- Built-in scheduled tasks
- Compliance and audit tracking (Optional)



Insurance Certificate Management

The Insurance Certificate Management module is functional independently or can be integrated with the existing Vendor and Bid Management modules. It enables risk managers, procurement, public works, and contract administrators to maintain, ensure and retrieve up-to-date relevant information regarding vendors or contractors insurance certificates.

Key Features

- Add/edit certificates
- Broker/agent administration
- View ACORD certificates
- Real time verification
- Advanced reports



Emergency Operations

The Emergency Operations module enables an organization to manage, maintain and retrieve up-to-date information on vendors that provide goods and services in the event of an emergency. It is a valuable addition to the existing Vendor Management module and can be deployed across an entire organization.

Key Features

- Complete vendor detail
- Multiple search/reports
- Up-to-date records
- Scheduled reports
- Full accessibility



Business Certification Management

The Business Certification Management module enables an organization to Prequalify Contractors, Certify Small Businesses or A&E Bench Firms. It allows you to manage, maintain and retrieve up-to-date information on vendors. Registered vendors can be granted access to viewing prequalified/certified vendors.

Key Features

- Vendor certification status
- Complete vendor detail
- Multiple search/reports
- Up-to-date records
- Scheduled renewal



Advanced eBidding for Public Works

The Advanced eBidding for Public Works is offered as an add-on to the Bid Management module enabling public agencies to conduct construction, capital improvement and public works projects entirely online. Primes can submit additional documents as well as bid bond information, look up and add sub-contractors to the system for considerable time and cost savings.

Key Features

- Sub-Contractors
- Bid Bond information
- Document uploads
- Additional reports
- Completely paperless



RFP Evaluation

RFP Evaluation is offered as an add-on enabling any organization to interactively conduct the RFP evaluation process entirely online. Buying officers can assign evaluators, set evaluation criteria, attach related documents, build scoring measures and allow online communication. Technical, proposal, cost, preference and presentation can all be evaluated.

Key Features

- Create evaluation criteria
- Review and score proposals
- Schedule and post meetings
- Monitor evaluator status
- Consensus scoring



Reverse Auction

The Reverse Auction module enables an organization to create and conduct a descending auction for standard goods or services in real-time. While the auction progresses, prices decrease as vendors compete to offer lower bids than their competitors. Procurement professionals can monitor a real-time auction online, run reports and make an award.

Key Features

- Real-time data
- Auto bid extension
- Preset decrement bidding
- Specified starting amount
- Advanced reports and charts

See it to believe it! Request an online demo today!



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

Minute Action

AGENDA ITEM: 7

Date: September 4, 2013

Subject: San Bernardino Associated Governments (SANBAG) status of Financial Statement Findings and Questioned Costs from the Fiscal Year 2011/2012 audit

Recommendation:* Receive SANBAG's status of Financial Statement Findings and Findings with Questioned Costs from the Fiscal Year 2011/2012 audit.

Background: The audit of the financial statements for Fiscal Year 2011/2012 was conducted by the firm of McGladrey. The financial audit included audit of SANBAG's basic financial statements, single audit compliance report in accordance with Office of Management and Budget (OMB), and a management letter that identifies control deficiencies.

As previously presented, the audit results identified certain control deficiencies and financial statement and compliance findings. The Finance Department has taken immediate corrective action to resolve the audit findings.

Single Audit
Financial Statement Finding:
Segregation of Duties

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

BRD1309f-wws

Attachments:

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309f1-wws.xlsx>

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309f2-wws.xlsx>

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309f3-wws.xlsx>

<http://portal.sanbag.ca.gov/mgmt/Intranet/ppcontracting/Procedures%20Library/Procedure11015.docx>

The audit showed no standard review process of month-end reconciliations over investments and debt. Finance has implemented a review of month-end reconciliations and procedures for year-end. A list of procedures and month-end closing entries was created to identify the preparer and reviewer performing the task and the date completed (see Attachment A). Also, Finance has implemented reconciliation for all cash and investment accounts to general ledger on a monthly basis (see Attachment B).

Findings and Questioned Costs

Compliance Finding:

Suspension and Debarment

Compliance finding involves developing procedures to obtain and verify suspension and debarment with vendors. SANBAG has included suspension and debarment verification in the Request for Proposal (RFP) Proposal Responsiveness Review, Form 311 (see Attachment C). A procedure to accompany this form is also attached (see Attachment D).

Management Letter included three control deficiencies:

1. An accounts payable check was not released by June 30th since the vendor had arranged to pick it up, but did not on that day. This was an anomalous case and Finance has implemented a procedure to release all checks at year-end.
2. Errors on recording capital assets were identified. Finance reviews capital asset additions and deletions on a quarterly basis to avoid errors at year-end.
3. Quarterly budget to actual reports are not being prepared and presented to the Board of Directors in a timely manner. Finance produces the report after all transactions, including payroll, expenditure reclassifications, and indirect cost allocation have been posted into the EDEN financial system. Finance always strives to provide timely and accurate information to the SANBAG Board. For example, the budget to actual report for period ending March 31, 2013, was presented to the General Policy Committee in early June and Board in July.

Finance is in continuous contact with Tyler Technologies to produce a customized budget to actual report by fund.

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item was received by the General Policy Committee on August 14, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

ATTACHMENT A

	July 2012	August 2012	September 2012	October 2012	November 2012	December 2012	January 2013	February 2013	March 2013	April 2013	May 2013	June 2013	Responsibility
Reverse accruals/deferrals in new FY	ME 07/31/12	ME 08/31/12	ME 09/30/12	ME 10/31/12	ME 11/30/12	ME 12/31/12	ME 01/31/13	ME 02/28/13	ME 04/05/13	ME 5/6/13	me 6/27/13		ME/CM
AM to approve payroll before transmittal to County	CH 07/31/2012	CH 08/31/2012	CH 09/30/2012	CH 10/31/2012	CH 11/30/2012	CH 12/31/2012	CH 01/31/2013	CH 02/28/13	CH 03/31/2013	CH 04/30/2013	CH 05/31/2013		CH/HF
Prepare payroll AJE -HF approval	CH 07/31/2012 HF 7/31/12	CH 08/31/2012 HF 8/31/12	CH 09/30/2012 HF 9/30/12	CH 10/31/2012 HF 10/31/12	CH 11/30/2012 HF 11/30/12	CH 12/31/2012 HF 12/31/12	CH 01/31/2013 HF 1/31/13	CH 02/28/13	CH 03/31/2013	CH 04/30/2013	CH 05/31/2013		CH/HF
Update Checking Account Register	ML 7/31/12	ML 8/31/12	ML 9/30/12	ML 10/31/12	ML 11/30/12	ML 12/31/12	ML 1/31/13	ML 2/28/13	ML 4/2/13	ML 5/2/13	ML 6/6/13	ML 7/10/13	ML
Prepare pink slips for all deposits	ML 7/31/12	ML 8/31/12	ML 9/30/12	ML 10/31/12	ML 11/30/12	ML 12/31/12	ML 1/31/13	ML 2/28/13	ML 4/2/13	ML 5/2/13	ML 6/6/13	ML 7/10/13	ML
Prepare AJE for TDA transactions & reconcile to FAS	ME 08/31/12	ME 09/30/12	ME 10/31/12	ME 11/30/12	ME 12/31/12	ME 01/31/13	ME 02/28/13	ME 03/30/13	ME 4/29/13				ME/NP
Prepare AJE for FAS interest/misc transactions	ME 07/31/12	ME 08/31/12	ME 09/30/12	ME 10/31/12	ME 11/30/12	ME 12/31/12	ME 01/31/13	ME 03/30/13	ME 4/29/13	ME 5/7/13	ME 6/27/13		ME
Prepare bank reconciliation for Checking & bank xfers-HF Review	cm 08/10/2012 HF 8/31/12	cm 10/10/2012 HF 10/31/12	cm 11/13/2012 HF 11/30/12	cm 11/30/2012 HF 11/30/12	cm 12/06/2012 HF 12/31/12	cm 01/22/2013 HF 1/31/13	cm 02/26/2013 HF 2/31/13	cm 3/5/13	cm 4/3/13	cm 5/9/13	cm 6/6/2013		CM
Prepare bank reconciliation for all Funds - HF Review	cm 01/31/2013	cm 01/31/2013	cm 01/31/2013	cm 01/31/2013	cm 01/31/2013	cm 01/31/2013	cm 02/28	cm 3/14/13	cm 4/10/13	cm 5/14/13	cm 6/28/13		CM
Record all Purchase Orders	CH 07/31/2012	CH 08/31/2012	CH 09/30/2012	CH 10/31/2012	CH 11/30/2012	CH 12/31/2012	CH 01/31/2013	CH 02/28/13	CH 03/31/2013	CH 04/30/2013	CH 05/31/2013		CH/NP
Record JE for Prepaid Insurance	CH 07/31/2012	CH 08/31/2012	CH 09/30/2012	CH 10/31/2012	CH 11/30/2012	CH 12/31/2012	CH 01/31/2013	CH 02/28/13	CH 03/31/2013	CH 04/30/2013	CH 05/31/2013	CH 06/30/2013	CH
Prepare AJE for debt issuance transactions	na	na	na	na	na	na	na	na	na	na	na	HF 7/10/13	HF
Prepare BNY wire for bond fund expenditures	na	na	na	na	na	na	na	na	HF 3/8/13	na	na	na	HF
Run and post indirect scripts	cm 01/08/2013	cm 01/08/2013	cm 1/10/2013	cm 1/16/2013	cm 1/16/2013	cm 1/16/2013	cm 1/30/13 & 3/18/13 & 4/8/13	cm 4/08/13	cm 5/13/13	cm 5/13/13	cm 7/1/13		CM
Record Interest-Bank of New York	cm 02/25/2013	cm 02/25/2013	cm 2/25/2013	cm 2/27/2013	cm 2/27/2013	cm 3/07/2013	cm 3/07/2013	cm 3/11/13	cm 4/12/13	cm 5/8/13	cm 6/11/13		CM
Record Interest-Community Bank-CKG	cm 8/28/2012	cm 9/17/2012	cm 1/03/2013	cm 1/03/2013	cm 1/03/2013	cm 2/05/2013	cm 2/11/2013	cm 3/11/13	cm 4/3/13	cm 5/7/13	cm 6/6/2013		CM
Record Interest-Community Bank-MM	cm 8/28/2012	cm 9/17/2012	cm 1/03/2013	cm 1/03/2013	cm 1/03/2013	cm 2/05/2013	cm 2/11/2013	cm 3/11/13	cm 4/3/13	cm 5/7/13	cm 6/6/13		CM
Record Interest-LAIF	na	na	cm 1/03/2013	na	na	na	cm 2/12/2013	na	na	cm 5/7/13	na		CM
Record Interest-Union Bank	cm 8/28/12+1/3/13	cm 9/17/12 + 1/3/13	cm 1/03/2013	cm 1/03/2013	cm 1/03/2013	cm 2/05/2013	cm 2/11/2013	cm 3/11/13	cm 4/5/13	cm 5/7/13	cm 6/6/13		CM
Run and post MSI allocation	cm 7/15	cm 08/15/2012	cm 9/15/2012	cm 10/15/2012	cm 11/15/2013	cm 12/15/2013	cm 1/15/2013	cm 2/15/13	cm 3/20/13	cm 4/10/13	cm 5/14/13		CM/NP
Post all cash receipts to EDEN	ME 8/31/12	ME 9/30/12	ME 10/31/12	ME 11/30/12	ME 12/31/12	ME 01/31/13	ME 02/28/13	ME 03/12/13	ME 04/05/13	ME 5/6/13	me 6/10/13		ME/CH
Approve all AJEs for AR	cm 2/28/2013	cm 2/28/2013	cm 2/28/2013	cm 2/28/2013	cm 2/28/2013	cm 2/28/2013	cm 2/28/2013	cm 3/10/13	cm 4/11/13	cm 5/14/13	cm 5/30/13		CM
Approve all AJEs for GL	cm 2/28/2013 HF 2/28/13	cm 2/28/2013 HF 2/28/13	cm 2/28/2013 HF 2/28/13	cm 2/28/2013 HF 2/28/13	cm 2/28/2013 HF 2/28/13	cm 2/28/2013 HF 2/28/13	cm 2/28/2013 HF 2/28/13	cm 3/10/13	cm 4/11/13	cm 5/30/13	cm 6/6/13		CM/HF/WS
Update Grant Schedules	ME 07/31/12	ME 08/31/12	ME 09/30/12	ME 10/31/12	ME 11/30/12	ME 12/31/12	ME 01/31/13	ME 02/28/13	ME 04/05/13	ME 5/6/13	me 6/27/13		ME
Post budget amendments per Board Minutes	CH 07/31/2012	CH 08/31/2012	CH 09/30/2012	CH 10/31/2012	CH 11/30/2012	CH 12/31/2012	CH 01/31/2013	CH 02/28/13	CH 03/31/2013	CH 04/30/2013	CH 05/31/2013		CH
Review and Record AJE for exp reclasses	CH 07/31/2012	CH 08/31/2012	CH 09/30/2012	CH 10/31/2012	CH 11/30/2012	CH 12/31/2012	CH 01/31/2013	CH 02/28/13	CH 03/31/2013	CH 04/30/2013	CH 05/31/2013		CH/NP
Review and Record Budget Adjustments	CH 07/31/2012	CH 08/31/2012	CH 09/30/2012	CH 10/31/2012	CH 11/30/2012	CH 12/31/2012	CH 01/31/2013	CH 02/28/13	CH 03/31/2013	CH 04/30/2013	CH 05/31/2013		CH
Board Stipends (by 2nd week of the month)	ML 7/31/12	ML 8/31/12	ML 9/30/12	ML 10/31/12	ML 11/30/12	ML 12/31/12	ML 1/31/13	ML 2/28/13	ML 3/7/13	ML 5/20/13	ML 6/6/13	ML 7/10/13	ML
Replenish Petty Cash	CH 07/31/2012	CH 08/31/2012	CH 09/30/2012	CH 10/31/2012	CH 11/30/2012	CH 12/31/2012	CH 01/31/2013	CH 02/28/13	CH 03/31/2013	CH 04/30/2013	CH 05/31/2013	CH 06/18/2013	CH/NP
Update LAIF Schedule	cm 8/31/12	cm 9/30/12	cm 10/31/12	cm 11/30/12	cm 12/31/12	cm 1/31/13	cm 2/28/13	cm 3/13/13	cm 4/8/13	cm 5/7/13	cm 6/7/13		CM
Update Union Bank Schedule	cm 8/31/12	cm 9/30/12	cm 10/31/12	cm 11/30/12	cm 12/31/12	cm 1/31/13	cm 2/28/13	cm 3/11/13	cm 4/9/13	cm 5/7/13	cm 6/11/13		CM
Update BNY Schedule	cm 8/31/12	cm 9/30/12	cm 10/31/12	cm 11/30/12	cm 12/31/12	cm 1/31/13	cm 2/28/13	cm 3/14/13	cm 4/5/13	cm 5/7/13	cm 6/7/13		CM
Update County Balance Schedule	cm 8/31/12	cm 9/30/12	cm 10/31/12	cm 11/30/12	cm 12/31/12	cm 1/31/13	cm 2/28/13	cm 3/14/13	cm 4/5/13	cm 5/7/13	cm 6/7/13		CM
Monthly Procurement Report	HF 8/15/12	HF 9/15/12	HF 10/15/12	HF 11/15/12	HF 12/15/12	HF 1/15/13	HF 2/15/13	HF 3/20/13	HF 4/18/13	HF 5/16/13			HF
Budget to Actual Quarterly Report	na	na	cm 1/31/13, HF2/1	na	na	cm 1/31/13, HF 2/1	na	na	na	na	cm 5/15/13, HF 5/16		CM/HF
Monthly Vendor Payment Status Report	ML 7/31/12	ML 8/31/12	ML 9/30/12	ML 10/31/12	ML 11/30/12	ML 12/31/12	ML 1/31/13	ML 2/28/13	ML 3/29/13	ML 5/2/13	ML 6/6/13	ML 6/30/13	ML
YEAR-END:													
Review Trial Balance													HF
Schedule of Credit Risk/Investments													HF
Schedule of Accounts Payable-Agree to EDEN													ML
Schedule of Intergover Pay-Agree to EDEN													ML
Schedule of Retention Pay-Agree to EDEN													ML
Schedule of Accounts Rec-Agree to EDEN													ME
Schedule of Deferred Rev-Agree to EDEN													ME
Schedule of Payroll Accrual-Agree to EDEN													CH
Schedule of Prepaid Insurance-Agree to EDEN													CH/NP
Schedule of Interest Alloc-Agree to EDEN													CM
Schedule of Capital Asset and Depreciation									cm 4/8/13				CM
Schedule of CityCom/Internal Service													CH/NP
PERS Actuarial Data													HF
County Retirement Actuarial Data													HF
Pension Cost													CH
Due to/from Schedule													HF
Transfers In/out Schedule													HF
Long-term Debt Schedule													HF
Advances Payable													HF
Single Audit Schedule													ME
Note Disclosures													HF
Financial Statements													HF
Indirect Scripts Run #1													CM
Indirect Scripts Run #2													CM
Indirect Scripts FINAL													CM

Attachment B

	07/31/2012	08/31/2012	09/30/2012	10/31/2012	11/31/2012	12/31/2012	01/31/2013	02/28/2013	03/31/2013	04/30/2013	05/31/2013
	Bank										
Bank Balance Per Statement											
LAIF	24,124,087.84	24,124,087.84	24,124,087.84	24,145,626.11	24,145,626.11	5,145,626.11	5,162,330.13	5,162,330.13	5,162,330.13	5,165,923.62	5,165,923.62
Petty Cash	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
BNY	81,903,873.62	82,274,488.42	80,859,709.73	81,222,222.85	81,584,633.56	81,946,071.06	82,305,551.82	82,662,627.63	50,553,655.28	50,907,932.94	51,260,243.82
Union Bank	68,180,305.26	68,274,636.31	68,319,487.04	64,873,991.82	75,247,658.49	71,002,933.47	71,085,638.62	71,180,479.59	49,271,327.77	49,358,303.50	49,460,063.28
SB County	155,040,366.79	162,344,446.19	158,391,412.84	155,031,070.50	163,978,662.34	171,268,480.69	167,952,472.56	173,681,770.08	185,433,462.99	184,726,902.73	192,823,640.58
CB Checking	21,576,314.17	12,094,252.62	18,332,861.10	11,042,914.27	4,634,277.76	9,437,774.59	9,858,991.55	3,317,013.07	4,135,609.11	25,009,237.65	20,175,373.87
CB Money Market	16,219,430.05	12,897,839.00	25,430,362.69	4,859,286.35	6,767,300.53	14,169,944.44	8,309,286.12	4,392,057.14	25,395,439.59	9,731,833.18	21,442,699.00
Cash per Bank Balance	367,045,377.73	362,010,750.38	375,458,921.24	341,176,111.90	356,359,158.79	352,971,830.36	344,675,270.80	340,397,277.64	319,952,824.87	324,901,133.62	340,328,944.17
Add - Deposits in Transit											
Less -Outstanding Checks-CB cking	(17,641,460.06)	(6,346,759.65)	(8,313,110.52)	(4,476,294.34)	(1,224,821.10)	(6,903,523.24)	(9,436,865.51)	(1,635,980.83)	(2,672,809.39)	(3,907,104.99)	(2,677,627.38)
Reconciling item for MM	-	-	-	-	-	-	-	437.46	319.31	68.77	-
Reconciling item for CB Checking	78,985.75	79.06	-	(725.50)	-	(1,516.00)	-	-	-	(67,300.00)	322.14
Ending Bank Balance	349,482,903.42	355,664,069.79	367,145,810.72	336,699,092.06	355,134,337.69	346,066,791.12	335,238,405.29	338,761,734.27	317,280,334.79	320,926,797.40	337,651,638.93
Balance per Eden Trial Balance-GL	349,482,903.42	360,605,508.79	383,136,920.72	364,159,177.06	383,019,992.69	377,441,407.12	378,245,504.29	382,315,362.27	370,322,638.79	390,338,576.40	408,114,632.93
BNY/Union Bank	-	-	-	-	-	-	-	-	-	-	-
LTF & STA deposits-timing	-	-	-	-	-	-	-	-	-	-	-
LTF disbursement not in Eden	-	(4,734,635.00)	(15,507,418.00)	(26,976,393.00)	(26,976,393.00)	(29,572,875.00)	(40,670,794.00)	(40,794,181.00)	(41,133,403.00)	(56,204,819.00)	(56,413,920.00)
STA disbursement not in Eden	-	(206,804.00)	(483,692.00)	(483,692.00)	(909,262.00)	(1,801,741.00)	(2,336,305.00)	(2,759,447.00)	(11,908,901.00)	(13,206,960.00)	(14,049,074.00)
	-	(4,941,439.00)	(15,991,110.00)	(27,460,085.00)	(27,885,655.00)	(31,374,616.00)	(43,007,099.00)	(43,553,628.00)	(53,042,304.00)	(69,411,779.00)	(70,462,994.00)
Ending GL Balance	349,482,903.42	355,664,069.79	367,145,810.72	336,699,092.06	355,134,337.69	346,066,791.12	335,238,405.29	338,761,734.27	317,280,334.79	320,926,797.40	337,651,638.93
Variance	-	-	-	-	-	-	-	-	-	-	-

San Bernardino Associated Governments	Procedure	11015
Approved by the Executive Director	July 29, 2013	Revised
Debarment Review Process	Revision No.	New

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

Table of Contents

[Purpose](#) | [Overview](#) | [References](#) | [Debarment Review Procedure](#) | [Revision History](#) |

I. PURPOSE

To document the process for verifying whether a person or entity responding to a solicitation is debarred or suspended.

II. OVERVIEW AND RESPONSIBILITY

SANBAG's Contract Administrator is responsible for ensuring that all federal, State, and SANBAG procurement policies and procedures are incorporated in all procurements.

This process specifically relates to the adoption of the federal governments "common rule" identified in 49 CFR Part 29, which states in part that a person or entity who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities.

To ensure SANBAG is in compliance with 49 CFR Part 29, SANBAG's Contract Administrator will verify that a person or entity at any tier performing work in excess of \$100,000 is not identified as debarred or suspended.

III. REFERENCES

49 C.F.R. PART 29—GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) Title 49 – Transportation

Policy 11000, Contracting and Procurement Policy

Federal Certification Form and Instructions

System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM>)

IV. DEBARMENT REVIEW PROCEDURE

A. Although not required by federal regulation, SANBAG, as a matter of sound business practice will verify that a person or entity performing work in excess of \$100,000 is not currently identified as debarred or suspended.

The Contract Administrator shall:

1. Ensure that the Debarment and Suspension Certification and Instruction be included in federally funded Request For Proposals (RFPs) and Invitation For Bids (IFBs) in excess of \$100,000.
2. Review the requirement at the Pre-Proposal and Pre-Bid meetings as necessary.
3. Verify receipt of the Debarment and Suspension Certification in the proposal or bid. If the certification is not included in the proposal or bid, follow up to ensure receipt of the certification(s) prior to contract award. Failure of a firm to include the certification with their proposal or bid is a matter of responsibility and not responsiveness.
4. Verify on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM>):
 - a. That the person or entity is not listed as debarred or suspended.
 - b. That person or entity performing work in excess of \$100,000 have not been listed as debarred or suspended.

5. Include the screen print from SAM indicating that the person or entity is not identified as debarred or suspended.

B. If a person or entity is identified as debarred or suspended on SAM, the Contract Administrator shall notify the firm of the findings. Award of a contract will not be made to any person or entity who is currently identified as debarred or suspended.

On federally funded procurements, the Contract Administrator shall notify the U.S. Department of Transportation of the findings.

V. REVISION HISTORY

Revision No.	Revisions	Approved
0	Approved by the Executive Director.	07/29/13



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

Minute Action

AGENDA ITEM: 8

Date: September 4, 2013

Subject: California Department of Transportation (Caltrans) resolution to audit findings identified by Caltrans' Final Audit Report issued on August 30, 2012.

- Recommendation:***
1. Receive Department of Transportation letter dated July 17, 2013, notifying SANBAG of resolution to audit findings identified by Caltrans' Final Audit Report issued on August 30, 2012.
 2. Approve Fiscal Year 2012/2013 budget amendment to increase Task No. 0701, Valley Signal Coordination, in the amount of \$573,428 funded with Measure I (MSI) 1990-TMEE and authorize payment to Caltrans for \$573,428.

Background: San Bernardino Associated Governments (SANBAG) received Caltrans's letter dated July 17, 2013, providing a resolution to the audit findings identified by Caltrans' Final Audit Report issued on August 30, 2012. The Letter is attached to this report as Attachment A. The audit findings relate to a review of contracts during the period July 1, 2008 to December 31, 2009. Since that time, SANBAG has instituted many changes to its procurement policies and procedures since 2010, and will continue to ensure that all procurement practices are compliant with federal and State laws, regulations and guidelines.

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

BRD1309g-wws

<http://portal.sanbag.ca.gov/mgmt/committee/directors/hrd2013/hrd1309/AgendaItems/BRD1309g1-wws.pdf>

Finding 1: Improper Procurement Practices

The audit questioned payment of \$2,023,224 for State and Federal funds received by SANBAG on four (4) consultant charges. In response, SANBAG staff providing supplemental documentations to substantiate compliance with Title 49, Code of Federal Regulations (CFR) part 18.36 and Master Agreement between SANBAG and Caltrans, Caltrans was satisfied with the documentation provided. Of the \$2,032,224 of questionable payments, Caltrans is seeking repayment of \$544,778 for federal reimbursement received under one contract (C-09-179) due to noncompliance with federal procurement requirements. The finding relates to payment of consultant invoices that were not compliant with the contract payment terms. Caltrans found that the additional information provided by SANBAG was sufficient as to not seek reimbursement of \$1,487,446 of State funds.

In addition to the \$2,023,224 that Caltrans questioned, there was an additional \$8,112,419 that Caltrans could not determine whether these funds were properly expended based on the procurement process. Based on the additional documentation provided by SANBAG in April 2013, Caltrans is satisfied with "SANBAG's follow-up review and the positive steps SANBAG has taken in remedying the audit findings." Caltrans will not seek reimbursement of the \$8,112,419.

Finding 2: Contract Administration Needs Improvement

The audit finds that SANBAG did not maintain a contract administration system to ensure consultants perform in accordance with the terms and conditions of the contract. The audit identified three contracts totaling \$559,245 where SANBAG did not follow proper federal regulations when administering the contracts. Based on the supplemental information that SANBAG provided, Caltrans is seeking a repayment in the amount of \$28,650.

Based on the Findings 1 & 2, SANBAG is required to repay Caltrans a total of \$573,428.00.

Corrective Actions:

- SANBAG has commenced performing random audits of invoices against contract terms; is working to ensure that contract managers

are knowledgeable of contract terms; and ensure contract work is complete, accurate and consistent with terms, and conditions and specifications of the contract.

- Training has been on-going since 2011, and will be continuous in the areas of contract management and procurement functions and will ensure that the standards, procedures, and policies are followed by staff.
- All policies and procedures are in writing and communicated to all staff after the Executive Director's approval.
- Staff has implemented a contract file system in which all files follow a standardized process. Files are audited for compliance to ensure all required documentation is included in the files. Files are now maintained by the Contract Administrator and are in a secure location so as to maintain the integrity of the files.

Caltrans collaboration and assistance during the audit process is deeply appreciated. SANBAG has taken a proactive approach to resolving the internal control weaknesses and has implemented numerous procedures and updated SANBAG's procurement policy. Caltrans has been supportive in working with SANBAG ensuring that policies and procedures are implemented to comply with Federal guidelines.

Financial Impact: Budget amendment for Fiscal Year 2012/2013 of \$573,428 in Task 0701, Valley Signal Coordination, funded with MSI 1990-TMEE. Staff has received an invoice from Caltrans for \$573,428 and another invoice is forthcoming for \$28,650 to be paid from MSI 1990-TMEE, Task 0701.

Reviewed By: This item was unanimously approved by the General Policy Committee on August 14, 2013.

Responsible Staff: Kathleen Murphy Perez, Contracts Manager
Hilda Flores, Chief of Accounting and Procurement

DEPARTMENT OF TRANSPORTATION
 OFFICE OF THE DIRECTOR
 P.O. BOX 942873, MS-49
 SACRAMENTO, CA 94273-0001
 PHONE (916) 654-5368
 FAX (916) 654-6608
 TTY 711
 www.dot.ca.gov



*Flex your power!
 Be energy efficient!*

July 17, 2013

Mr. Raymond W. Wolfe, Ph.D.
 Executive Director
 San Bernardino Associated Governments
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410

Dear Mr. Wolfe:

This letter notifies San Bernardino Associated Governments (SANBAG) of the California Department of Transportation's (Caltrans) determination of corrective actions identified by Caltrans' Final Audit Report of SANBAG's federal-aid and State funded transportation projects issued in August 2012.

Finding 1. Improper Procurement Practices

The audit finds that SANBAG did not follow procurement practices, as required by Title 49, Code of Federal Regulations (CFR) Part 18.36 and the Master Agreement between SANBAG and Caltrans, as well as SANBAG's own Procurement Policies and Procedures. The audit questioned payment of \$2,023,224 to State or federal funds received by SANBAG on four consultant contracts charges.

a.) Contracts funded with Federal funds

The audit finds that SANBAG did not properly follow the federal regulation in the procurement of those contracts funded with federal funds. Caltrans will seek the repayment of \$544,778 from SANBAG, the amount of federal reimbursement questioned by the audit. This amount was for the contract payment to Advantec under SANBAG Contract 09-179.

b.) Contracts funded with State funds

The various Caltrans programs that have oversight responsibilities for the various State funded contracts performed follow up reviews of supplemental information provided by SANBAG on the state funded contracts. As the result of the follow up review, we are satisfied with the additional information documenting compliance with the contract terms and will not seek repayment on the reimbursement questioned by the audit.

The audit identified that SANBAG did not maintain evaluation score sheets and that SANBAG should maintain proper record of its consultant selection evaluation documents. We will require

"Caltrans improves mobility across California"

Mr. Raymond W. Wolfe
July 17, 2013
Page 2

SANBAG to provide documentation demonstrating how they have strengthened its record keeping and internal control of contract procurement documents.

c.) Additional \$8,112,419 Reimbursement Question but Not Tested by Audit

In addition to questioning the payment of \$2,023,224 of State or federal funds received by SANBAG on four consultant contracts charges, the audit was not able to determine whether \$8,112,419 of additional costs for consulting and professional services were properly procured. The audit recommended SANBAG to conduct follow up reviews on the billings of these contracts (Audit Report Attachment VI).

On April 10, 2013, we received your letter that communicated SANBAG's result of its follow-up reviews. We are satisfied with SANBAG's follow-up review result and the positive steps SANBAG has taken in remedying the audit findings. We urge SANBAG to continue its efforts in the following areas:

1. Ensure proper procurement procedures are followed in accordance with 49 CFR Part 18.36, Master Agreement between SANBAG and Caltrans, and SANBAG's written procurement procedures.
2. Seek training for management and staff in proper procurement practices.
3. Maintain adequate documentation to support proper procurement procedures.

Please provide Caltrans with SANBAG's revised procurement procedure by October 1, 2013.

Finding 2. Contract Administration Needs Improvement

The audit finds that SANBAG did not maintain a contract administration system to ensure consultants perform in accordance with the terms, conditions and specifications of its contracts. The audit identified at least \$156,645 of questioned costs that were billed to and reimbursed by Caltrans under state and federal fund.

a.) Contracts funded with Federal funds

This audit finding identified contract administration issues with three federally funded contracts, Advantec (\$544,778), Republic Electric (\$11,612), and Albert Grover Associates (\$28,650). SANBAG did not properly follow the federal regulation in the administration of the Advantec and Albert Grover contracts. Caltrans will seek a repayment of \$28,650 from SANBAG, in addition to the \$544,778 from Finding 1. The total repayment amount will be \$573,428.

For the questioned reimbursement of \$11,612 on the Republic Electric contract, Caltrans reviewed supplemental information provided by SANBAG regarding the approval of its contract change order (CCO) 14 and concluded that CCO 14 was approved by SANBAG's responsible staff and will not seek repayment. Although the CCO was approved by the responsible

Mr. Raymond W. Wolfe
July 17, 2013
Page 3

SANBAG staff, we are concerned about SANBAG's approval format and process and will require SANBAG to formalize its CCO approval process.

b.) Contracts funded with State funds

Caltrans performed follow up reviews of supplemental information provided by SANBAG on the state funded contracts. As a result of the follow up review, we are satisfied with the additional information documenting compliance with the contract terms and will not seek repayment on the reimbursement questioned by the audit.

To fully address this finding, SANBAG is required to take the following corrective actions:

1. Ensure that staff assigned as contract managers have knowledge of contract terms, and ensure contractor work is complete, accurate and consistent with terms, conditions and specifications of the contract.
2. Train staff who engage in contract management functions on the applicable standards and ensure the standards are followed.
3. Document contract management policies and procedures in writing.
4. Assess and review other invoices billed under the contracts to identify other questionable costs.

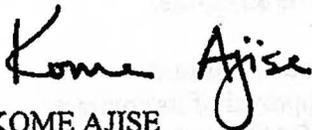
Please provide Caltrans with SANBAG's revised contract administration procedure by October 1, 2013.

Summary of Actions

- Reimbursement of Disallowed Costs: In total, Caltrans will seek the repayment of \$573,428 disallowed reimbursement related to audit Findings 1 and 2.
- Submittal of Consultant Contract Procurement Procedure: Due October 1, 2013.
- Submittal of Consultant Contract Administration Procedure: Due October 1, 2013.
- Other Corrective Actions as stated in each audit findings.

If you have any questions, please contact Lai Huynh in the Division of Local Assistance at 916-653-3990.

Sincerely,



KOME AJISE
Deputy Director
Planning and Modal Programs

Mr. Raymond W. Wolfe

July 17, 2013

Page 4

- c: Basem Muallem, District Director, District 8
Denix Anbiah, Chief, Division of Local Assistance
William Bronte, Chief, Division of Rail
Clark Paulsen, Chief, Division of Accounting
Ray Zhang, Chief, Office of Policy Development and Quality Assurance, Division of Local Assistance
John Pagano, Senior Transportation Engineer, Deputy Planning & Public Transportation District 8
Zilan Chen, Supervising Management Auditor, Audits and Investigations
Bruce Roberts, Senior Transportation Planner, Division of Rail
Gilbert Petrissans, Accounting Administrator III, Office of Commodity and Contract Payables, Division of Accounting



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

Minute Action

AGENDA ITEM: 9

Date: September 4, 2013

Subject: Budget Amendments for Fiscal Year 2013/2014

Recommendation:* Approve Fiscal Year 2013/2014 Budget Amendments for the following tasks:

- a. Increase Task No. 0102, Air Quality Activities in the amount of \$622,573 funded by ARRA FED DOE Clean Cities Fiscal Year 2009, for a new task total of \$1,129,934.
- b. Amend Task No. 0311, Transit Capital, to decrease Local Transportation Fund-Rail in the amount of \$250,000, increase State Transit Assistance Fund – Rail in the amount of \$447,000 and increase Prop 1B-Transit System Safety Fund in the amount of \$500,000 for a new task total of \$20,962,858.
- c. Amend Task No. 0352, General Commuter Rail, to decrease Local Transportation Fund-Rail in the amount of \$1,600,000, increase State Transit Assistance Fund – Rail in the amount of \$1,100,000, and increase Prop 1B - Transit System Safety Fund in the amount of \$250,000 for a new task total of \$2,810,807.
- d. Amend Task No. 0377, Commuter Rail Operating Expenses, to decrease Local Transportation Fund-Rail in the amount of \$147,300, increase State Transit Assistance Fund – Rail in the amount of \$147,300, and increase Rail Assets Fund in the amount of \$340,000 for a new task total of \$12,968,500.

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

- e. Amend Task No. 0379, Commuter Rail Capital Expenses, to increase State Transit Assistance Fund – Rail in the amount of \$2,243,924, decrease Federal Transit Administration 5337 Fund in the amount of \$7,500,000, and increase MSI Valley-Metrolink/Rail Service Fund in the amount of \$6,515,000, and \$6,000,000 State Transit Assistance Fund (STAF)-Rail with a decrease in Task No. 0507 State Transit Assistance Fund (STAF) Pass-Thru of \$6,000,000 for a new task total of \$94,817,941.
- f. Increase Task No. 0404, Subregional Transportation Planning in the amount of \$5,000 funded by 1990-TMEE Fund for a new task total of \$1,450,715.
- g. Increase Task No. 0506, Local Transportation Fund in the amount of \$1,997,300 funded by Local Transpiration Fund Pass-Thru for a new task total of \$96,855,402.
- h. Decrease Task No. 0507, State Transit Assistance Fund in the amount of \$9,938,224 funded by State Transit Assistance Fund Pass-Thru for a new task total of \$40,710,747.
- i. Amend Task No. 0516, Measure I Mtn./Desert Apportionment and Allocation, to decrease MSI Victor Valley-Major Local Highway Fund in the amount of \$7,947,535, increase MSI Victor Valley-Major Local Highway Bond Fund in the amount of \$7,947,535, increase MSI Colorado River Major Local Highway in the amount of \$141,000, increase MSI Morongo Basin-Major Local Highway in the amount of \$85,000, increase MSI Morongo Basin Traffic Mgmt Sys in the amount of \$8,400 for a new task total of \$10,077,259.
- j. Amend Task No. 0840, Interstate 215 Barton Road Interchange to decrease Surface Transportation Program in the amount of \$17,400,000 and increase Regional Improvement Program in the amount of \$17,400,000 for a task total of \$24,025,749.
- k. Increase Task No. 0842, Interstate 10 Tippecanoe Avenue Interchange, to increase Corridor Mobility Improvement Account Fund in the amount of \$2,395,273 for a new task total of \$23,319,174.
- l. Increase Task No. 0876, So. Milliken Avenue Grade Separation, funded by MSI Valley Major Street Bond Fund in the amount of \$6,408,045 for a new task total of \$10,904,309.
- m. Increase Task No. 0877, Vineyard Avenue Grade Separation, funded by MSI Valley Major Street Bond Fund in the amount of \$7,035,450 for a new total of \$14,109,543. Amend Task No. 0892, I-15 Baseline Interchange, to increase Interstate Maintenance Program in the amount of \$958,110, increase Demonstration Priority Program in the amount of \$1,148,860, and increase Local Projects in the amount of \$4,219,630 for a new task total of \$19,169,739.

Background:

The Fiscal Year 2013/2014 budget was approved by SANBAG Board on June 5, 2013. The following are explanations for the amendments required since the adoption of the original budget.

- **Task 102, Air Quality Activities:** Net increase in grant appropriation attributed to natural gas refueling station.
- **Task 0311, Transit Capital:** LTF Rail decrease due to increase in LTF Pass-Thru (see Task No. 0506) for Omnitrans per the Comprehensive Operational Analysis. STAF Rail and Prop IB Transit System are increased to reflect the decrease in LTF Rail and increase in costs of the San Bernardino Transit Center (SBTC). STAF Pass-Thru (see Task No. 0507) is reduced to offset the increase in STAF Rail.
- **Task 0352, General Commuter Rail:** LTF Rail decrease due to increase in LTF Pass-Thru (see Task No. 0506) for Omnitrans per the Comprehensive Operational Analysis. STAF Rail increased to reflect the decrease in LTF Rail including a prior budget amendment in July 2013. STAF Pass-Thru (see Task No. 0507) is reduced to offset the increase in STAF Rail. Proposition 1B-Transit System Safety Fund is increased due to additional state funding available for qualified expenditures.
- **Task 0377, Commuter Rail Operating Expenses:** LTF Rail decrease due to increase in LTF Pass-Thru (see Task No. 0506) for Omnitrans per the Comprehensive Operational Analysis. STAF Rail increased to reflect the decrease in LTF Rail. STAF Pass-Thru (see Task No. 0507) is reduced to offset the increase in STAF Rail. Rail Asset Fund increased due to additional maintenance of right-of-way and property management expenses.
- **Task 0379, Commuter Rail Operating Expenses:** STAF Rail increase to reflect a contract amendment and property appraisal expenditures. FTA 5337 Fund is reduced to provide additional LTF Pass-Thru for SCRRA capital improvements and Omnitrans per the Comprehensive Operational Analysis. MSI Valley Metrolink/Rail Service Fund and State Transit Assistance Fund (STAF)-Rail increased to offset the reduction of FTA 5337 Fund and additional contract.
- **Task 0404, Subregional Transportation Planning:** Increase due to Purchase Order carryover for purchase of two workstations : increase due to Purchase Order carryover from Fiscal Year 2012-2013 for purchase of two workstations to be used in Geographic Information System and modeling as part of SANBAG's ongoing planning functions..

- **Task 0506, Local Transportation Fund:** Increase due to the Omnitrans Comprehensive Operational Analysis. The increase is offset by the decrease in LTF Rail.
- **Task 0507, State Transit Assistance Fund:** STAF Pass-Thru decrease to offset a decrease in LTF Rail and STAF Rail to provide for additional project costs.
- **Task 0516, Measure I Mtn./Desert Apportionment & Allocation:** Staff budgeted to incorrect funds and additional funding is required for Rotary Way Signal and Needles J Street Connector Project.
- **Task 0840, Interstate 215 Barton Road Interchange:** Budget amendment reflects a change in funding source for Barstow Road Interchange project.
- **Task 0842, Interstate 10 Tippecanoe Avenue Interchange:** Budget amendment increase reflects extended project schedule.
- **Task 0876, So. Milliken Avenue Grade Separation:** Budget amendment due to advance payment to City of Ontario.
- **Task 0877, Vineyard Avenue Grade Separation:** Budget adjustment due to fuel lines relocation and advance payment required.
- **Task 0892, I-15 Baseline Interchange:** Budget adjustment to correct funding for the I-15/Baseline project.

Financial Impact: Budget adjustments total \$29,132,341 affecting various funds and tasks.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 14, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer



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

Minute Action

AGENDA ITEM: 10

Date: September 4, 2013

Subject: Award Bond Counsel and Disclosure Counsel Services Contracts

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

1. Award Contract No. C14005 to Orrick, Herrington & Sutcliffe LLP for Bond Counsel Services for a five (5) year contract term with two (2) one-year options in the amount of \$600,000.

2. Award Contract No. C14006 to Fulbright & Jaworski LLP a member of Norton Rose Fulbright for Disclosure Counsel Services for a five (5) year contract term with two (2) one-year options in the amount of \$200,000.

Background: The San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Authority (SANBAG) requires the services of Bond Counsel and Disclosure Counsel. The Bond Counsel will provide their knowledge, expertise and recommendation to representatives of SANBAG, including General Counsel, financial advisor, and disclosure counsel with respect to the timing, terms and legal structure of the proposed Bonds. The selected firm will be also be responsible for preparing all necessary documents to be adopted or entered into by SANBAG required for the authorization, sale and

*

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

BRD1309a-emt

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRDa1-emt%20-%20C14005%20Bond%20Counsel%20Services.docx>

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a2-emt%20-%20C14006%20Disclosure%20Counsel%20Services.docx>

issuance of the Bonds, including preparation of the Bond resolution, Indenture and Supplemental Indenture. The firm will review any swap and/or investment agreements entered into at or prior to closing, and the procedures by which bids are solicited, in each case including review for compliance with federal tax laws related to tax-exemption of interest on the Bonds, and issuance of bond opinion letters.

Disclosure Counsel will be responsible for performing the requisite "due diligence" in connection with state and federal securities laws applicable to the issuance of the indebtedness, prepare the official statement or offering memorandum and any other disclosure documents relating to the issuance of the indebtedness required by law or regulation, and deliver its opinion to SANBAG. The firm will draft the dealer agreements or bond purchase agreement between SANBAG and the investment banks acting as dealers or bond purchasers.

On June 13, 2013, SANBAG's Executive Director approved the release of a Request for Proposals (RFP) 14005 for Bond Counsel Services and 14006 for Disclosure Counsel Services. The RFPs were posted on SANBAG's website, published in *The San Bernardino Sun* newspaper and RFP notifications were sent to approximately sixty-one vendors who specialize in these services. A pre-proposal meeting was conducted on June 20, 2013, and two firms were in attendance. One Addendum was issued in response to written questions received prior to the deadline specified in the RFP and those received during the pre-proposal meeting. On July 9, 2013, seven proposals were received by the date and time specified in the RFP for Bond Counsel Services. Eight proposals were received by the date and time specified in the RFP for Disclosure Counsel Services. A review was conducted for all of the proposals received by the deadline. All of the proposals were found to be responsive to the RFP.

An Evaluation Committee, consisting of the City Attorney from the City of Redlands and SANBAG's General Counsel, Assistant General Counsel and Chief Financial Officer, reviewed the proposals. The proposals were evaluated based on the following criteria, which was identified in the RFP:

- Qualifications, Related Experience and References
- Proposed Staffing and Project Organization
- Work plan
- Price

Four firms demonstrated significant experience in providing Bond Counsel Services and Disclosure Counsel Services to the public sector. The Evaluation Committee agreed to interview four firms which are listed below in alphabetical order:

Reviewed By: This item has been reviewed and unanimously recommended for approval by the General Policy Committee on August 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contracts as to form.

Responsible Staff: Eileen Monaghan Teichert, General Counsel

CONTRACT SUMMARY SHEET

Contract No. C C14005 Amendment No. N/A

By and Between

San Bernardino Associated Governments and Orrick, Herrington & Sutcliffe LLP

Contract Description Bond Counsel Services

Board of Director's Meeting Date: September 4, 2013

Overview of BOD Action:

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	600,000.00	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	\$	600,000.00	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 600,000.00

Contract Start Date 09/04/13	Current Contract Expiration Date 09/30/2018	Revised Contract Expiration Date N/A
---------------------------------	------------------------------------------------	-----------------------------------------

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

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0942</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY?					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

Eileen Monaghan Teichert
 Project Manager (Print Name)
Hilda Flores for William Stawarski
 Task Manager (Print Name)
Andrea Zureick
 Dir. of Fund Admin. & Programming (Print Name)
Jeffery Hill
 Contract Administrator (Print Name)
Hilda Flores for William Stawarski
 Chief Financial Officer (Print Name)

	8/21/13
Signature	Date
	8/21/13
Signature	Date
	8/21/13
Signature	Date
	8/21/13
Signature	Date
	8/21/13
Signature	Date

CONTRACT NO. C14005

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

ORRICK HERRINGTON & SUTCLIFFE LLP

FOR

BOND COUNSEL SERVICES

This contract (referred to as "Contract"), is entered into by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority ("SANBAG"), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Orrick Herrington & Sutcliffe LLP ("ATTORNEY") whose address is: The Orrick Building 405 Howard Street, San Francisco, CA 94105. SANBAG and ATTORNEY are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SANBAG requires certain Bond Counsel Services as described in Exhibit "A" of this Contract and;

WHEREAS, ATTORNEY has confirmed that ATTORNEY has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, ATTORNEY desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PROJECT DESCRIPTION

ATTORNEY agrees to perform the work and services set forth in Exhibit "A" - Scope of Work, (Work), which is incorporated herein by reference, in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and Work imposed upon or assumed by ATTORNEY hereunder; and the Work performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing applicable professional standards. The Work under this Contract shall be performed in association with SANBAG's bond issuances and financings ("Bond Work") or with post-bond issuance advisory services ("Advisory Work").

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SANBAG, and shall continue in full force and effect through September 30, 2018, until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. ATTORNEY shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

By written amendment SANBAG in its sole discretion may extend the original term of the Contract for two – one year option terms. The maximum term of this Contract, including the option terms, if exercised, will not exceed September 30, 2020.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to ATTORNEY for full and complete performance of the Bond Work described in the Scope of Work, and in compliance with all the terms and conditions of this Contract, shall be on fixed fee basis in an amount consistent with the principles set forth in Exhibit “B”—Price Proposal, to be negotiated preceding the commencement of Bond Work for each SANBAG bond financing, the payment of which shall be contingent upon successful closing of the transaction. Out of pocket costs may be included in the Bond Work fixed fee in accordance with Exhibit “B”—Price Proposal, the payment of which shall be contingent upon successful closing of the transaction. Advisory Work shall be compensated on a time and materials basis at the hourly rates set forth in and in accordance with Exhibit “B”—Price Proposal.
- 3.2 The total Contract Not-To-Exceed Amount is Six Hundred Thousand Dollars (\$600,000). All Work provided under this Contract is to be performed as set forth in Exhibit “A”—Scope of Work, and shall be reimbursed pursuant to Exhibit “B”—Price Proposal. The hourly labor rates identified in Exhibit “B” shall remain fixed for the term of this Contract. The hourly labor rates and the fixed fees include ATTORNEY’s direct labor costs, indirect costs, overhead and profit. Any travel expenses must be pre-approved by SANBAG and if provided for in Exhibit “B”, shall be reimbursed at a per diem rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SANBAG will not reimburse ATTORNEY for any expenses not shown in Exhibit “B” or agreed to and approved by SANBAG as required under this Contract.
- 3.3 ATTORNEY’s hourly labor rates, as agreed upon in Exhibit “B”, will be fixed for the duration of this Contract and will include all overhead and costs associated with the administration of this Contract. The fixed overhead rate will not be subject to adjustment unless mutually agreed to by both Parties. Any increase over the direct labor rate in Exhibit “B” is not permitted without prior written authorization from SANBAG and in accordance with the Contract.

3.4 Intentionally Omitted

3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, Subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

3.5.1 ATTORNEY agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3.5.2 Any costs for which payment has been made to ATTORNEY that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by ATTORNEY to SANBAG.

3.6 Any Work provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SANBAG. It shall be ATTORNEY's responsibility to recognize and notify SANBAG in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" provision in this Contract. Any additional services agreed to shall become part of the Work.

ARTICLE 4. INVOICING

4.1 Payment to ATTORNEY as provided herein for Bond Work shall be payable contingent upon successful closing of the transaction. Payment to ATTORNEY for Advisory Work shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt by SANBAG of an acceptable invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 ATTORNEY shall prepare invoices in a form satisfactory to and approved by SANBAG, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SANBAG'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Work (including additional services authorized by SANBAG) completed by ATTORNEY during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense. The final invoice shall be marked "FINAL" and will

be submitted after any and all closeout documents are submitted to SANBAG. Invoices shall be submitted to SANBAG as follows:

SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Contract No. C-14005
Attention: Accounts Payable

- 4.3 ATTORNEY shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG shall not be obligated to make payments to ATTORNEY until ATTORNEY furnishes such evidence. Upon furnishing such evidence, satisfactory to SANBAG, SANBAG shall pay ATTORNEY the full amount of the invoice less disputed amounts.
- 4.4 **Intentionally Omitted**
- 4.5 ATTORNEY shall include a statement and release with each invoice, satisfactory to SANBAG, that ATTORNEY has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included in the invoice is true and correct, and that all payments and claims of ATTORNEY and its subcontractors for Work during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to ATTORNEY until ATTORNEY furnishes such statement and release.
- 4.6 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SANBAG's Awarding Authority takes action.
- 4.7 ATTORNEY agrees to promptly pay each subcontractor for the satisfactory completion of all Work performed under this Contract, no later than thirty (30) calendar days from the receipt of payment from SANBAG. SANBAG reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors. SANBAG also reserves the right, at its own sole discretion, to issue joint checks to ATTORNEY and any subcontractor(s), which shall constitute payment to ATTORNEY in compliance with the terms of this Contract.
- 4.8 Any costs for which payment has been made to ATTORNEY that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31 are subject to repayment by ATTORNEY to SANBAG.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by ATTORNEY; and d) other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SANBAG for the continuance of Work performed by ATTORNEY, Work directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Work, which will or may be affected by a shortage of funds, it will promptly notify ATTORNEY. Nothing herein shall relieve SANBAG from its obligation to compensate ATTORNEY for work already performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

ATTORNEY shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for ATTORNEY to perform Work identified herein.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

8.1 ATTORNEY shall provide SANBAG, or authorized representatives or agents of SANBAG, access to ATTORNEY's records that are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SANBAG, except in the event of litigation or settlement of claims arising out of this Contract in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SANBAG or its authorized representatives or agents to reproduce any materials as reasonably necessary.

8.2 The cost proposal and/or invoices for this Contract are subject to audit by SANBAG and/or any state or federal agency funding the Project at any time. After ATTORNEY receives any audit recommendations the Cost proposal shall be adjusted by ATTORNEY and approved by SANBAG's Project Manager to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SANBAG's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered

a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SANBAG's Chief Financial Officer. ATTORNEY may request a review by submitting the request in writing to SANBAG within thirty (30) calendar days after issuance of the audit report.

ARTICLE 9. RESPONSIBILITY OF ATTORNEY

9.1 ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by ATTORNEY under the Contract. The Contract includes reference to the appropriate standards for Work performance.

9.2 Reserved

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit "A" - Scope of Work. At a minimum, ATTORNEY shall submit monthly progress reports with their monthly invoices, if appropriate. The report shall be sufficiently detailed for SANBAG to determine if ATTORNEY is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

11.1 Performance of Work under this Contract shall be subject to the technical direction of SANBAG's General Counsel, ("Counsel"). SANBAG's Counsel may identify a designee (hereinafter referred to as "Designee"), in writing to ATTORNEY, with the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:

11.1.1 Directions to ATTORNEY, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

11.1.2 Provision of written information to ATTORNEY, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.

11.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by ATTORNEY to SANBAG under the Contract.

11.1.4 Certain administrative modifications to the Contract as defined in the "CHANGES" Article of this Contract.

- 11.2 Technical Direction must be within the Scope of Work under this Contract. SANBAG's Designee does not have the authority to, and may not, issue any Technical Direction which:
- 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs ATTORNEY to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the Changes Article of the Contract;
 - 11.2.4 In any manner, causes an increase or decrease in the Contract price as identified in Contract Article 3 or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 11.2.6 Interferes with ATTORNEY's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of ATTORNEY and SANBAG's Counsel or Designee to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SANBAG's Counsel or Designee.
- 11.5 ATTORNEY shall proceed promptly with the performance of Technical Direction issued by SANBAG's Counsel or Designee, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of ATTORNEY, any instruction or direction by SANBAG's Counsel or Designee, falls within one of the categories defined in 10.2.1 through 10.2.7 above, ATTORNEY shall not proceed but shall notify SANBAG in writing within five (5) working days after receipt of any such instruction or direction and shall request SANBAG to modify the Contract accordingly. Upon receiving the notification from ATTORNEY, SANBAG shall:
- 11.5.1 Advise ATTORNEY in writing within thirty (30) calendar days after receipt of ATTORNEY's letter that the Technical Direction is or is not within the scope of this Contract.
 - 11.5.2 Advise ATTORNEY within a reasonable time whether SANBAG will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SANBAG. ATTORNEY will be advised of any such changes by written notification from SANBAG describing the change. This notification will not be binding on SANBAG until SANBAG's Awarding Authority has approved an amendment to this Contract.
- 12.2 SANBAG's General Counsel or Designee may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subcontractors; modifications to classifications, hourly rates and names of personnel in Exhibit "B"; and modifications of the address of the ATTORNEY. All such modifications will be documented in writing between the Parties.
- 12.3 Promptly after such written notification of change is given to ATTORNEY by SANBAG, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. ATTORNEY agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE 14. CONFLICT OF INTEREST

ATTORNEY agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SANBAG as to the Project. ATTORNEY further agrees that in the performance of this Contract, no person having any such interest shall be employed. ATTORNEY is obligated to fully disclose to SANBAG, in writing, of any conflict of interest issues as soon as they are known to ATTORNEY. SANBAG acknowledges that ATTORNEY regularly performs legal services for many private and public entities in a wide variety of matters. For example, ATTORNEY has represented, is representing and may in the future represent other public entities (such as the State of California, San Bernardino County, Riverside County, Riverside County Transportation Commission), underwriters, trustees, rating agencies, credit enhancement providers, lenders, brokers, accountants, investment and derivative product providers and others who may have a role or interest in the SANBAG Bonds or that may be involved with or adverse to SANBAG in connection with the Project or some other matter. Given the special, limited role of

ATTORNEY as bond counsel for the SANBAG Bonds, SANBAG acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Contract or any such other attorney-client relationship that ATTORNEY may have had, have or enter into, and SANBAG specifically consents to any and all such relationships.

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation of any tasks or hours of Work that are the responsibility of key personnel to other personnel, ATTORNEY shall notify SANBAG in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SANBAG. ATTORNEY shall not substitute any key personnel without the prior written consent of SANBAG. In the event that the Parties cannot agree as to the substitution of key personnel, SANBAG may terminate this Contract.

Key Personnel are:

Name	Function
Mary A. Collins, Partner	Partner responsible for transaction
Devin Brennan, Managing Associate	Associate lawyer drafting major documents
Charles C. Cardall, Tax Partner	Tax advice
Winnie Tsien, Of Counsel, Tax	Tax advice and tax certificate drafting

ARTICLE 16. REPRESENTATIONS

All Work supplied by ATTORNEY under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. ATTORNEY agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents data, or information (“Products”), then ATTORNEY, if requested by SANBAG, shall deliver to SANBAG the original of all such Products which shall become the sole property of SANBAG.
- 17.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG-owned medium furnished to ATTORNEY in the performance of this Contract

will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by ATTORNEY without the express written consent of SANBAG.

- 17.3 Except as reasonably necessary for the performance of the Work, ATTORNEY agrees that it, its employees, agents and subcontractors will hold in confidence and not divulge to third parties without prior written consent of SANBAG, any information obtained by ATTORNEY from or through SANBAG unless (a) the information was known to ATTORNEY prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to ATTORNEY, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to ATTORNEY's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by ATTORNEY, until released in writing by SANBAG, except to the extent such materials and information become subject to disclosure by SANBAG under the California Public Records Act, or other law, or otherwise become public information through no fault of ATTORNEY, or its employees or agents.
- 17.4 ATTORNEY shall not use SANBAG's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to in writing by both Parties.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SANBAG shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SANBAG's instruction, and shall turn over such Work in accordance with SANBAG's instructions.
- 18.1.1 ATTORNEY shall deliver to SANBAG, all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SANBAG. Upon such delivery, ATTORNEY may then invoice SANBAG for payment in accordance with the terms herein.
- 18.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive

from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.

18.1.3 ATTORNEY shall be entitled to receive the actual costs incurred by ATTORNEY to return ATTORNEY's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.

18.2 Termination for Cause - In the event ATTORNEY shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against ATTORNEY or a receiver shall be appointed on account of its insolvency, or if ATTORNEY shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, and in compliance with applicable Bankruptcy Laws; (a) hold in abeyance further payments to ATTORNEY; (b) stop any Work of ATTORNEY or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to ATTORNEY specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the deliverables and finished Work by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of ATTORNEY shall not be considered to be a waiver of any subsequent default of ATTORNEY, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 ATTORNEY shall deliver to SANBAG all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SANBAG within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall ATTORNEY be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with Section 18.2 above.

ARTICLE 20. CLAIMS

SANBAG shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SANBAG in writing. SANBAG shall not be liable to ATTORNEY for any claim asserted by ATTORNEY after final payment has been made under this Contract.

ARTICLE 21. INSURANCE

Without any way affecting the indemnity provision identified in this Contract, ATTORNEY shall, at the ATTORNEY's sole expense, and prior to the commencement of any Work, procure and maintain in full force, insurance with carriers and with terms and conditions acceptable to SANBAG through the entire term of this Contract. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with a least the following limits of liability:

- 21.1 Professional Liability – ATTORNEY, at its own cost and expense, must maintain for the period covered by this Contract, Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate for all claims. Coverage shall be solely dedicated to claims arising from professional services provided under this Contract. Professional Liability shall be made on a claims-made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the ATTORNEY begins to perform work under this Contract. ATTORNEY shall secure and maintain this insurance and “tail” coverage throughout the term of this contract and for a minimum of three (3) years after Contract completion.
- 21.2 Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of ATTORNEY and all risks to such persons under this Contract.
- 21.3 **Intentionally Omitted.**
- 21.4 [Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance shall be primary and non-contributory with any insurance carried or administered by SANBAG.]
- 21.5 **Intentionally Omitted.**

21.6 **Intentionally Omitted.**

21.7 Proof of Coverage – ATTORNEY shall furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the issuance of the NTP, or as SANBAG requests. All such certificates, except those for Worker’s Compensation and Professional Liability insurance, shall include San Bernardino Associated Governments, and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, and San Bernardino County Service Authority for Freeway Emergencies, and their officers, employees, contractors, agents and volunteers, as additional insureds on Commercial General Liability and automobile liability insurance. Prior to commencing any Work, ATTORNEY shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, ATTORNEY will provide SANBAG thirty (30) days prior written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium ATTORNEY will provide SANBAG ten (10) days written notice. ATTORNEY shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager’s name on the face of the certificate(s) and shall be submitted directly to SANBAG’s Contract Administrator.

21.8 Additional Insured – All policies, except for Worker’s Compensation and Professional Liability policies, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, employees, contractors, agents, and volunteers as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.

21.9 Waiver of Subrogation Rights – ATTORNEY shall require the carriers of Commercial General Liability, Automobile Liability and Workers Compensation to waive all rights of subrogation against SANBAG, its officers, employees, agents, volunteers, contractors, and subcontractors. Such insurance coverage provided shall not prohibit ATTORNEY or ATTORNEY’s employees or agents from waiving the right of subrogation prior to a loss or claim. ATTORNEY hereby waives all rights of subrogation against SANBAG.

21.10 All coverages for subcontractors shall be subject to all of the requirements stated herein. ATTORNEY shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

21.11 If requested by SANBAG, ATTORNEY shall submit copies of all required insurance policies, including endorsements.

ARTICLE 22. INDEMNITY

ATTORNEY shall indemnify, and hold harmless SANBAG and its authorized officers, directors, employees, agents and volunteers, from any and all third party claims, suits, causes of action, and associated losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorney fees, to the extent finally determined to have resulted from the negligent acts, omissions, or willful misconduct of ATTORNEY in the performance of the services under this Contract. Notwithstanding the foregoing, nothing herein shall (i) serve to expand ATTORNEY's scope of professional responsibilities as set forth in the laws and canons of ethics, (ii) extend any statute of limitations governing any claim arising from ATTORNEY's acts or omissions, or (iii) waive any claims or defenses that ATTORNEY may have against SANBAG or any other party.

ARTICLE 23. ERRORS AND OMISSIONS

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY shall be liable for SANBAG costs resulting from errors or deficiencies, in Work furnished under this Contract, including, but not limited to any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by ATTORNEY under this Contract.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SANBAG when prepared, whether delivered to SANBAG or not.

ARTICLE 25. SUBCONTRACTS

25.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in ATTORNEY's proposal, without first notifying SANBAG in writing of the intended subcontracting and obtaining SANBAG's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.

25.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. ATTORNEY shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SANBAG, ATTORNEY shall furnish SANBAG a copy of the proposed subcontract for SANBAG's approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.

25.3 Approval by SANBAG of any Work to be subcontracted and the subcontractor to perform said Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subcontractors must be approved in writing by SANBAG. ATTORNEY shall have sole responsibility for managing all of their subcontractors, including resolution of any disputes between ATTORNEY and its subcontractors.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SANBAG, or any of its designees, representatives or agents shall at all times have access during normal business hours to ATTORNEY's operations and products wherever they are in preparation or progress, and ATTORNEY shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG shall not be deemed to be a waiver of any of their rights to require ATTORNEY to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

ATTORNEY is and shall be at all times an independent contractor. Accordingly, all Work provided by ATTORNEY shall be done and performed by ATTORNEY under the sole supervision, direction and control of ATTORNEY. SANBAG shall rely on ATTORNEY for results only, and shall have no right at any time to direct or supervise ATTORNEY or ATTORNEY's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by ATTORNEY pursuant to this Contract, and all representatives of ATTORNEY, shall be and remain the employees or agents of ATTORNEY or of ATTORNEY's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

ATTORNEY warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of this Contract document, Exhibit A - Scope of Work, and Exhibit B - Price List, SANBAG's Request for Proposal and ATTORNEY's proposal, all of which are incorporated into this contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract including Attachments A and B; second, SANBAG's Request for Proposal; and last, ATTORNEY's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, ATTORNEY shall notify SANBAG in writing within three (3) business days of its discovery of the conflict and shall comply with SANBAG's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax during regular business hours or if made by electronic mail upon acknowledgement of receipt by the recipient; (b) the first business day following delivery by fax when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. ATTORNEY shall notify SANBAG of any contact information changes within ten (10) business days of the change.

To: ORRICK	To: SANBAG
405 Howard Street	1170 W. 3 rd Street, 2 nd Floor
San Francisco, CA 94105	San Bernardino, CA 92410-1715
Attn: Mary A. Collins	Attn: Eileen Monaghan Teichert
	cc: Contract Administrator
Phone: 415.773.5998	Phone: (909) 884-8276

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the

dispute shall be decided by SANBAG's Contract Administrator within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SANBAG's Executive Director. If the Executive Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such dispute is appealable to a court of competent jurisdiction.

33.2 During resolution of the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

ATTORNEY, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SANBAG, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by ATTORNEY shall be subject to periodic review and approval by SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Work performed by ATTORNEY shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

Any SANBAG materials to which ATTORNEY or its subcontractors or agents have access or materials prepared by ATTORNEY under the terms of this Contract shall be held in confidence by ATTORNEY, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as authorized by SANBAG. ATTORNEY shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SANBAG.

ARTICLE 37. EVALUATION OF ATTORNEY

ATTORNEY's performance may be evaluated by SANBAG periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A, "Scope of Work" and/or at the completion of the Contract. A copy of the evaluation will be given to ATTORNEY for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate ATTORNEY if they submit a proposal on a future RFP issued by SANBAG.

ARTICLE 38. SAFETY

ATTORNEY shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work under this Contract. ATTORNEY shall comply with all safety instructions issued by SANBAG or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 40. ASSIGNMENT

ATTORNEY shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. Intentionally Omitted

ARTICLE 43. CONTINGENT FEE

ATTORNEY warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ATTORNEY for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

ATTORNEY shall not be in default under this Contract in the event that the Work performed by ATTORNEY is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the

reasonable control of ATTORNEY and which ATTORNEY could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of ATTORNEY to perform or failure of ATTORNEY to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of ATTORNEY.

ARTICLE 45. WARRANTY

ATTORNEY warrants that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, ATTORNEY shall take the necessary actions to correct the breach at ATTORNEY's sole expense. If ATTORNEY does not take the necessary action to correct the breach, SANBAG, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the ATTORNEY shall promptly reimburse SANBAG for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 This Contract and its attachments constitute the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 46.2 No agent, official, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and ATTORNEY hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

ATTORNEY shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. EFFECTIVE DATE

The date this Contract is executed by SANBAG shall be the Effective Date of the Contract.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written.

**ORRICK HERRINGTON &
SUTCLIFFE LLP**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name Mary A. Collins
Title Partner

By: _____
W. E. Jahn, Chairperson

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

EXHIBIT "A"

SCOPE OF WORK

Bond Counsel Services

A. Customary Bond Counsel Services

With respect to Bond issues, those services will generally consist of the following:

1. Consultation with representatives of SANBAG, including General Counsel ("Issuer Counsel"), the financial advisor, the disclosure counsel, the lead underwriter, underwriters' counsel, and others, with respect to the timing, terms and legal structure of the proposed Bonds.
2. Preparation of documents to be adopted or entered into by SANBAG required for the authorization, sale and issuance of the Bonds, including preparation of the Bond resolution, Indenture and Supplemental Indenture (the "Major Legal Documents").
3. Preparation of the Continuing Disclosure Agreement/Certificate (provided that, as Rule 15c2-12 applies only to underwriters, compliance with such rule will be the responsibility of underwriters counsel; and if, as a result, the Continuing Disclosure Certificate/Agreement is prepared by underwriters counsel or disclosure counsel all references to that document contained in the Agreement shall be deemed deleted).
4. Preparation of summaries of the Major Legal Documents and the Continuing Disclosure Agreement/Certificate included in the Official Statement.
5. Review of any swap or investment agreement entered into at or prior to closing, and the procedures by which bids are solicited, in each case for compliance with federal tax laws related to tax-exemption of interest on the Bonds.
6. Attendance at such meetings or hearings of SANBAG and working group meetings or conference calls as SANBAG may request, and assistance to SANBAG staff in preparation of such explanations or presentations to the Commission as they may request.
7. Preparation of final closing papers to be executed by SANBAG required to effect delivery of the Bonds (including the Tax Agreement) and coordination of the Bond closing.
8. Rendering of Bond Counsel's customary form of final legal opinion to the Issuer on the validity of the Bonds and the tax-exempt status of interest thereon and customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in the official statement of the Major Legal Documents and of the tax portion of said final legal opinion and certain other matters.

B. Additional Services

1. In connection with swaps or investment products, if requested the ATTORNEY will provide the following services (in addition to or separate from customary bond counsel services):
 - a) Review of the bid package to confirm compliance with certain tax related requirements, to clarify SANBAG's position on specific points and to reduce

- unnecessary negotiation with providers (which may include preparation of a form of swap or investment contract to accompany the bond specifications).
 - b) Review the bids received for tax compliance and conformity to the bid specifications.
 - c) Negotiate the terms of the swap or investment contract with the provider or providers.
 - d) Unless provided by SANBAG General Counsel, render a legal opinion concerning the validity of the swap or investment contract against SANBAG.
2. In connection with public private partnerships transactions:
- a) Assist in structuring the transaction, including considerations of relationship among the parties, state law limitations, preparation of legislation if necessary, tax issues and the like.
 - b) Assistance in preparation of the tender/request for proposals.
 - c) Negotiation of the terms of the arrangements with the various parties.
 - d) Rendering appropriate opinions on the validity of the major legal documents entered into by SANBAG.

Additionally, Bond Counsel services do not include any responsibility for the preparation or content or dissemination of any Official Statement (other than preparation of summaries of the Major Legal Documents, the Continuing Disclosure Agreement/Certificate and the portion of the opinion to be rendered by Bond Counsel concerning certain tax matters) or the preparation or content of the Bond Purchase Agreement. Bond Counsel services also do not include any responsibility for compliance with federal or state securities laws, environmental, land use, real estate, insurance or similar laws or matters, any tax laws (except as required for tax exemption of the Bonds) or for title to, recording, filing or perfection of security interests in real or personal property.

EXHIBIT "B" – PRICE PROPOSAL

Bond Work Fixed Fee: With respect to bond counsel and other public finance matters, we propose instead of hourly rate based fees, that our fees be a fixed amount established at the beginning, or prior to pricing of each separate transaction based on its expected size and terms (for example, how many series, whether fixed or variable rate, general obligation or revenue bonds, new money or refunding, how many projects to be financed or number of issues to be refunded, whether there is credit enhancement, investment agreements, interest rate swap or other ancillary instrument involved). Expenses may be included in such fixed fee. Such fees and expenses would be payable from the bond proceeds and be contingent upon issuance of bonds. We would expect the compensation to reflect the work performed and the risks entailed in opining on the size and complexity of the issue and the contingent nature of the payment. Public finance related work performed between bond issues may be carried over and included in the fee for the next bond issue. For work that is not related to a particular financing, we propose to bill on an hourly rate basis. We hope this will make it easier for SANBAG to budget for these types of legal services.

In accordance with your RFP, we are including the Price List- Attachment B for RFP No. 14005 (Time and Materials) Hourly rates are adjusted on an annual basis.

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Mary Collins	Partner	Partner responsible for transaction	\$ 845
Devin Brennan	Managing Associate	Associate lawyer drafting major documents	\$ 590
Chas Cardall	Tax Partner	Tax advise	\$ 850
Winnie Tsien	Tax of Counsel	Tax advice and tax certificate drafting	\$ 695
Bonita McAlpine	Project Manager	Drafting closing documents and closing coordination	\$ 260

Other Direct Costs Schedule (ODC)

All ODC's are to be proposed at cost-without markups

Type of ODC	Unit Cost	Estimated Budget Amount
Copying	.20/page	*
Facsimile	\$1.75/page	*
Word Processing	\$50/hour	*
Travel Expenses	At cost	*

CONTRACT SUMMARY SHEET

Contract No. C C14006 Amendment No. N/A

By and Between

San Bernardino Associated Governments and Fullbright & Jaworski LLP

Contract Description Disclosure Counsel Services

Board of Director's Meeting Date: September 4, 2013
Overview of BOD Action:

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	200,000.00	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	\$	200,000.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 200,000.00

Contract Start Date 09/04/13	Current Contract Expiration Date 09/30/2018	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. 0942.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Eileen Monaghan Teichert

Project Manager (Print Name)

Hilda Flores for William Stawski

Task Manager (Print Name)

Andrea Zureick

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

Jeffery Hill

Contract Administrator (Print Name)

Hilda Flores for William Stawski

Chief Financial Officer (Print Name)

<i>[Signature]</i>	8/21/13
Signature	Date
<i>[Signature]</i>	8/20/13
Signature	Date
<i>[Signature]</i>	8/21/13
Signature	Date
<i>[Signature]</i>	8/21/13
Signature	Date
<i>[Signature]</i>	8/21/13
Signature	Date

CONTRACT NO. C14006

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

FULBRIGHT & JAWORSKI LLP

FOR

DISCLOSURE COUNSEL SERVICES

This contract (referred to as "Contract"), is entered into by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority ("SANBAG"), whose address is: 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and FULBRIGHT & JAWORSKI LLP ("ATTORNEY") whose address is: 555 South Flower Street, Forty-First Floor, Los Angeles, CA 90071. SANBAG and ATTORNEY are each a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, SANBAG requires certain Disclosure Counsel Services as described in Exhibit "A" of this Contract and;

WHEREAS, ATTORNEY has confirmed that ATTORNEY has the requisite professional qualifications, personnel and experience and is fully capable and qualified to perform the services identified herein; and

WHEREAS, ATTORNEY desires to perform all Work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. WORK DESCRIPTION

ATTORNEY agrees to perform the work and services set forth in Exhibit "A"--Scope of Work, ("Work") in accordance with all applicable professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by ATTORNEY of all obligations, duties, tasks, and Work imposed upon or assumed by ATTORNEY hereunder; and the Work performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing applicable professional standards. The Work under this Contract shall be performed in association with SANBAG's bond issuances and financings ("Bond Work") or with disclosure compliance training and advice ("Compliance Work").

ARTICLE 2. CONTRACT TERM

The Contract term shall commence upon issuance of a written Notice To Proceed (NTP) issued by SANBAG, and shall continue in full force and effect through September 30, 2018, until otherwise terminated, or unless extended as hereinafter provided by written amendment. Except that all indemnity and defense obligations hereunder shall survive termination of this Contract. ATTORNEY shall not be compensated for any Work performed or costs incurred prior to issuance of the NTP.

By written amendment SANBAG in its sole discretion may extend the original term of the Contract for two one-year option terms. The maximum term of this Contract, including the option terms, if exercised, will not exceed September 30, 2020.

ARTICLE 3. COMPENSATION

- 3.1 Total compensation to ATTORNEY for full and complete performance of the Bond Work described in the Scope of Work, and in compliance with all the terms and conditions of this Contract, shall be on fixed fee basis as set forth in Exhibit "B"—Price Proposal, the payment of which shall be contingent upon successful closing of the transaction. Out of pocket costs shall be reimbursed in accordance with Exhibit "B"—Price Proposal. Compliance Work shall be compensated on a time and materials basis at the hourly rates set forth in and in accordance with Exhibit "B"—Price Proposal.
- 3.2 The total Contract Not-To-Exceed Amount is Two Hundred Thousand Dollars (\$200,000). All Work provided under this Contract is to be performed as set forth in Exhibit "A"—Scope of Work, and shall be reimbursed pursuant to Exhibit "B"—Price Proposal. The hourly labor rates identified in Exhibit "B" shall remain fixed for the term of this Contract. The hourly labor rates and the fixed fees include ATTORNEY's direct labor costs, indirect costs, overhead and profit. Any travel expenses must be pre-approved by SANBAG and if provided for in Exhibit "B", shall be reimbursed at a per diem rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SANBAG will not reimburse ATTORNEY for any expenses not shown in Exhibit "B" or agreed to and approved by SANBAG as required under this Contract.
- 3.3 ATTORNEY's hourly labor rates, as agreed upon in Exhibit "B", will be fixed for the duration of this Contract and will include all overhead and costs associated with the administration of this Contract. The fixed overhead rate will not be subject to adjustment unless mutually agreed to by both Parties. Any increase over the direct labor rate in Exhibit "B" is not permitted without prior written authorization from SANBAG and in accordance with the Contract.
- 3.4 **Intentionally Omitted**
- 3.5 The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, Subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability

of costs under this Contract and may be modified from time to time by written amendment of the Contract.

3.5.1 ATTORNEY agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3.5.2 Any costs for which payment has been made to ATTORNEY that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by ATTORNEY to SANBAG.

3.6 Any Work provided by ATTORNEY not specifically covered by the Scope of Work shall not be compensated without prior written authorization from SANBAG. It shall be ATTORNEY's responsibility to recognize and notify SANBAG in writing when services not covered by the Scope of Work have been requested or are required. All changes and/or modifications to the Scope of Work shall be made in accordance with the "CHANGES" provision in this Contract. Any additional services agreed to shall become part of the Work.

ARTICLE 4. INVOICING

4.1 Payment to ATTORNEY as provided herein for Bond Work shall be payable contingent upon successful closing of the transaction. Payment to ATTORNEY for Compliance Work shall be payable in four (4) week billing period payments, forty-five (45) calendar days after receipt by SANBAG of an acceptable invoice prepared in accordance with instructions below. Payment shall not be construed to be an acceptance of Work.

4.2 ATTORNEY shall prepare invoices in a form satisfactory to and approved by SANBAG, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four-week billing period and will be marked with SANBAG'S contract number, description and task order number, if applicable. Invoices shall be submitted within fifteen (15) calendar days for the period covered by the invoice. Invoices shall include request for payment for Work (including additional services authorized by SANBAG) completed by ATTORNEY during each billing period and shall include back-up information sufficient to establish the validity of the invoice. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to ATTORNEY. Any costs incurred by ATTORNEY in connection with the resubmission of a proper invoice shall be at ATTORNEY's sole expense. The final invoice shall be marked "FINAL" and will be submitted after any and all closeout documents are submitted to SANBAG. Invoices shall be submitted to SANBAG as follows:

SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Contract No. C-14006
Attention: Accounts Payable

- 4.3 ATTORNEY shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG shall not be obligated to make payments to ATTORNEY until ATTORNEY furnishes such evidence. Upon furnishing such evidence, satisfactory to SANBAG, SANBAG shall pay ATTORNEY the full amount of the invoice less disputed amounts.
- 4.4 **Intentionally Omitted**
- 4.5 ATTORNEY shall include a statement and release with each invoice, satisfactory to SANBAG, that ATTORNEY has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included in the invoice is true and correct, and that all payments and claims of ATTORNEY and its subcontractors for Work during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to ATTORNEY until ATTORNEY furnishes such statement and release.
- 4.6 No payment will be made prior to approval of any Work, nor for any Work performed prior to the NTP, nor for any Work under any amendment to the Contract until SANBAG's Awarding Authority takes action.
- 4.7 ATTORNEY agrees to promptly pay each subcontractor for the satisfactory completion of all Work performed under this Contract, no later than thirty (30) calendar days from the receipt of payment from SANBAG. SANBAG reserves the right to request documentation from ATTORNEY showing payment has been made to its subcontractors. SANBAG also reserves the right, at its own sole discretion, to issue joint checks to ATTORNEY and any subcontractor(s), which shall constitute payment to ATTORNEY in compliance with the terms of this Contract.
- 4.8 Any costs for which payment has been made to ATTORNEY that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31 are subject to repayment by ATTORNEY to SANBAG.

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, ATTORNEY shall pay when due, and the compensation set forth herein, shall be inclusive of all: a) local, municipal, State, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by ATTORNEY; and d) other governmental fees and taxes or charges of whatever nature applicable to ATTORNEY to enable it to conduct business.

79198431.2

C14006

ARTICLE 6. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not appropriated and/or allocated and available to SANBAG for the continuance of Work performed by ATTORNEY, Work directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Work, which will or may be affected by a shortage of funds, it will promptly notify ATTORNEY. Nothing herein shall relieve SANBAG from its obligation to compensate ATTORNEY for work already performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

ARTICLE 7. PERMITS AND LICENSES

ATTORNEY shall, without additional compensation, keep current all governmental permits, certificates and licenses (including professional licenses) necessary for ATTORNEY to perform Work identified herein.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

- 8.1 ATTORNEY shall provide SANBAG, or authorized representatives or agents of SANBAG, access to ATTORNEY's records that are directly related to this Contract for the purpose of inspection, auditing or copying. ATTORNEY shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SANBAG, except in the event of litigation or settlement of claims arising out of this Contract in which case ATTORNEY agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. ATTORNEY further agrees to maintain separate records for costs of work performed by amendment. ATTORNEY shall allow SANBAG or its authorized representatives or agents to reproduce any materials as reasonably necessary.

- 8.2 The cost proposal and/or invoices for this Contract are subject to audit by SANBAG and/or any state or federal agency funding the Project at any time. After ATTORNEY receives any audit recommendations the Cost proposal shall be adjusted by ATTORNEY and approved by SANBAG's Project Manager to conform to the audit recommendations. ATTORNEY agrees that individual items of cost identified in the audit report may be incorporated into this Contract at SANBAG's sole discretion. Refusal by the ATTORNEY to incorporate the audit or post award recommendations will be considered a breach of the Contract and cause for termination of the Contract. Any dispute concerning the audit findings of this Contract shall be reviewed by SANBAG's Chief Financial Officer. ATTORNEY may request a review by submitting the request in writing to SANBAG within thirty (30) calendar days after issuance of the audit report.

ARTICLE 9. RESPONSIBILITY OF ATTORNEY

- 9.1 ATTORNEY shall be responsible for the professional quality, technical accuracy, and assurance of compliance with all applicable federal, State and local laws and regulations and other Work furnished by ATTORNEY under the Contract. The Contract includes reference to the appropriate standards for Work performance.
- 9.2 In addition to any other requirements of this Contract or duties and obligations imposed on ATTORNEY by law, ATTORNEY shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by ATTORNEY within the areas of ATTORNEY's expertise. At any time during performance of the Scope of Work, should ATTORNEY observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SANBAG or the Project, ATTORNEY shall immediately document such matters and notify SANBAG in writing. ATTORNEY shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, or potential failure, or any situation that exceeds assumptions and could precipitate a failure of any part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.

ARTICLE 10. REPORTING AND DELIVERABLES

All reports and deliverables shall be submitted in accordance with Exhibit "A"--Scope of Work. At a minimum, ATTORNEY shall submit monthly progress reports with their monthly invoices. The report shall be sufficiently detailed for SANBAG to determine if ATTORNEY is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or problems encountered, so remedies can be developed.

ARTICLE 11. TECHNICAL DIRECTION

- 11.1 Performance of Work under this Contract shall be subject to the technical direction of SANBAG's General Counsel ("Counsel"). SANBAG's Counsel may identify a designee (hereinafter referred to as "Designee"), in writing to ATTORNEY, with the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
 - 11.1.1 Directions to ATTORNEY, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.
 - 11.1.2 Provision of written information to ATTORNEY, which assists in the interpretation of reports, or technical portions of the Scope of Work described herein.

- 11.1.3 Review and, where required by the Contract, approval of technical reports, and technical information to be delivered by ATTORNEY to SANBAG under the Contract.
- 11.1.4 Certain administrative modifications to the Contract as defined in the "CHANGES" Article of this Contract.
- 11.2 Technical Direction must be within the Scope of Work under this Contract. SANBAG's Designee does not have the authority to, and may not, issue any Technical Direction which:
 - 11.2.1 Increases or decreases the Scope of Work;
 - 11.2.2 Directs ATTORNEY to perform Work outside the original intent of the Scope of Work;
 - 11.2.3 Constitutes a change as defined in the Changes Article of the Contract;
 - 11.2.4 In any manner, causes an increase or decrease in the Contract price as identified in Contract Article 3 or the time required for Contract performance;
 - 11.2.5 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
 - 11.2.6 Interferes with ATTORNEY's right to perform the terms and conditions of the Contract unless identified herein; or
 - 11.2.7 Approves any demand or claims for additional payment.
- 11.3 Failure of ATTORNEY and SANBAG's Counsel or Designee to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of "DISPUTES" Article herein.
- 11.4 All Technical Direction shall be issued in writing by SANBAG's Counsel or Designee.
- 11.5 ATTORNEY shall proceed promptly with the performance of Technical Direction issued by SANBAG's Counsel or Designee, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of ATTORNEY, any instruction or direction by SANBAG's Counsel or Designee, falls within one of the categories defined in 11.2.1 through 11.2.7 above, ATTORNEY shall not proceed but shall notify SANBAG in writing within five (5) working days after receipt of any such instruction or direction and shall request SANBAG to modify the Contract accordingly. Upon receiving the notification from ATTORNEY, SANBAG shall:
 - 11.5.1 Advise ATTORNEY in writing within thirty (30) calendar days after receipt of ATTORNEY's letter that the Technical Direction is or is not within the scope of this Contract.

11.5.2. Advise ATTORNEY within a reasonable time whether SANBAG will or will not issue a written amendment.

ARTICLE 12. CHANGES

- 12.1 The Work shall be subject to changes by additions, deletions, or revisions made by SANBAG. ATTORNEY will be advised of any such changes by written notification from SANBAG describing the change. This notification will not be binding on SANBAG until SANBAG's Awarding Authority has approved an amendment to this Contract.
- 12.2 SANBAG's Counsel or Designee may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in the Contract, including Key Personnel and subcontractors; modifications to classifications, hourly rates and names of personnel in Exhibit "B"; and modifications of the address of the ATTORNEY. All such modifications will be documented in writing between the Parties.
- 12.3 Promptly after such written notification of change is given to ATTORNEY by SANBAG, the Parties will attempt to negotiate a mutually agreeable adjustment to compensation or time of performance, and amend the Contract accordingly.

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Contract, ATTORNEY shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. ATTORNEY agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE 14. CONFLICT OF INTEREST

ATTORNEY agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Work required under this Contract or be contrary to the interests of SANBAG as to the Project. ATTORNEY further agrees that in the performance of this Contract, no person having any such interest shall be employed. ATTORNEY is obligated to fully disclose to SANBAG, in writing, of any conflict of interest issues as soon as they are known to ATTORNEY.

ARTICLE 15. KEY PERSONNEL

The personnel specified below are considered to be essential to the Work being performed under this Contract. Prior to diverting any of the specified individuals to other projects, or reallocation

of any tasks or hours of Work that are the responsibility of key personnel to other personnel, ATTORNEY shall notify SANBAG in writing in advance and shall submit justifications (including proposed substitutions, resumes and payroll information to support any changes to the labor rates) in sufficient detail to permit evaluation of the impact on the Project. Diversion or reallocation of key personnel shall not be made without prior written consent of SANBAG. ATTORNEY shall not substitute any key personnel without the prior written consent of SANBAG. In the event that the Parties cannot agree as to the substitution of key personnel, SANBAG may terminate this Contract.

Key Personnel are:

Name	Function
Victor Hsu, Partner	Legal team leader
Russ Trice, Senior Counsel	Document drafting, legal analysis
Juan Redin, Associate	Due diligence, drafting
Jonathan Guz, Associate	Due diligence, drafting

ARTICLE 16. REPRESENTATIONS

All Work supplied by ATTORNEY under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. ATTORNEY agrees that they are supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform to professional standards that are generally accepted in the profession in the State of California.

ARTICLE 17. PROPRIETARY RIGHTS/CONFIDENTIALITY

- 17.1 If, as a part of this Contract, ATTORNEY is required to produce materials, documents data, or information (“Products”), then ATTORNEY, if requested by SANBAG, shall deliver to SANBAG the original of all such Products which shall become the sole property of SANBAG.
- 17.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG-owned medium furnished to ATTORNEY in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by ATTORNEY without the express written consent of SANBAG.
- 17.3 Except as reasonably necessary for the performance of the Work, ATTORNEY agrees that it, its employees, agents and subcontractors will hold in confidence and not divulge to third parties without prior written consent of SANBAG, any information obtained by ATTORNEY from or through SANBAG unless (a) the information was known to ATTORNEY prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to ATTORNEY, or thereafter becomes, part of the public domain, but not as a result of the fault or an unauthorized disclosure of

ATTORNEY or its employees, agents, or subcontractors, or (c) the information was obtained by ATTORNEY from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to ATTORNEY's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by ATTORNEY, until released in writing by SANBAG, except to the extent such materials and information become subject to disclosure by SANBAG under the California Public Records Act, or other law, or otherwise become public information through no fault of ATTORNEY, or its employees or agents.

- 17.4 ATTORNEY shall not use SANBAG's name or photographs in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 17.5 All press releases, or press inquiries relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to in writing by both Parties.

ARTICLE 18. TERMINATION

- 18.1 Termination for Convenience - SANBAG shall have the right at any time, with or without cause, to terminate further performance of Work by giving thirty (30) calendar days written notice to ATTORNEY specifying the date of termination. On the date of such termination stated in said notice, ATTORNEY shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SANBAG's instruction, and shall turn over such Work in accordance with SANBAG's instructions.
- 18.1.1 ATTORNEY shall deliver to SANBAG, all deliverables prepared by ATTORNEY or its subcontractors or furnished to ATTORNEY by SANBAG. Upon such delivery, ATTORNEY may then invoice SANBAG for payment in accordance with the terms herein.
- 18.1.2 If ATTORNEY has fully and completely performed all obligations under this Contract up to the date of termination, ATTORNEY shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 18.1.3 ATTORNEY shall be entitled to receive the actual costs incurred by ATTORNEY to return ATTORNEY's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause - In the event ATTORNEY shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in

bankruptcy court shall be filed against ATTORNEY or a receiver shall be appointed on account of its insolvency, or if ATTORNEY shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, and in compliance with applicable Bankruptcy Laws; (a) hold in abeyance further payments to ATTORNEY; (b) stop any Work of ATTORNEY or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to ATTORNEY specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the deliverables and finished Work by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of ATTORNEY shall not be considered to be a waiver of any subsequent default of ATTORNEY, of the same or any other provision, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 ATTORNEY shall deliver to SANBAG all finished and unfinished products prepared under this Contract by ATTORNEY or its subcontractors or furnished to ATTORNEY by SANBAG within ten (10) working days of said notice.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall ATTORNEY be entitled to any payment for prospective profits or any damages because of such termination.

ARTICLE 19. STOP WORK ORDER

Upon failure of ATTORNEY or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with Section 18.2 above.

ARTICLE 20. CLAIMS

SANBAG shall not be bound to any adjustments in the Contract amount or schedule unless expressly agreed to by SANBAG in writing. SANBAG shall not be liable to ATTORNEY for any claim asserted by ATTORNEY after final payment has been made under this Contract.

ARTICLE 21. INSURANCE

Without any way affecting the indemnity provision identified in this Contract, ATTORNEY shall, at the ATTORNEY's sole expense, and prior to the commencement of any Work, procure and maintain in full force, insurance with carriers and with terms and conditions acceptable to SANBAG through the entire term of this Contract. The policies shall be written by a carrier authorized to do business in the State of California with a recent A.M. Best rating of A-VII or better, and shall be written with a least the following limits of liability:

- 21.1 Professional Liability – ATTORNEY, at its own cost and expense, must maintain for the period covered by this Contract, Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate for all claims. Coverage shall be solely dedicated to claims arising from professional services provided under this Contract. Professional Liability shall be made on a claims-made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the ATTORNEY begins to perform work under this Contract. ATTORNEY shall secure and maintain this insurance and “tail” coverage throughout the term of this contract and for a minimum of three (3) years after Contract completion.
- 21.2 Workers' Compensation – Worker’s Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of ATTORNEY and all risks to such persons under this Contract.
- 21.3 Employer’s Liability – Employer’s Liability insurance shall include coverage in the amount of \$1,000,000 for Bodily injury per accident, a policy limit of \$1,000,000 Bodily Injury by Disease and \$1,000,000 Bodily Injury by Disease for each employee.
- 21.4 Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance shall be primary and non-contributory with any insurance carried or administered by SANBAG.
- 21.5 Automobile Liability – To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
- 21.6 Excess Liability – To include \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 21.7 Proof of Coverage – ATTORNEY shall furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the issuance of the NTP, or as SANBAG requests. All such certificates, except those for Worker’s Compensation and Professional Liability insurance, shall include San Bernardino Associated Governments, and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, and San Bernardino County Service Authority for Freeway Emergencies, and their officers, employees, contractors, agents

and volunteers, as additional insureds on Commercial General Liability and automobile liability insurance. Prior to commencing any Work, ATTORNEY shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, ATTORNEY will provide SANBAG thirty (30) days prior written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium ATTORNEY will provide SANBAG ten (10) days written notice. ATTORNEY shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager's name on the face of the certificate(s) and shall be submitted directly to SANBAG's Contract Administrator.

- 21.8 Additional Insured – All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino Congestion Management Agency, San Bernardino County Service Authority for Freeway Emergencies and their officers, employees, contractors, agents, and volunteers as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.
- 21.9 Waiver of Subrogation Rights – ATTORNEY shall require the carriers of Commercial General Liability, Automobile Liability and Workers Compensation to waive all rights of subrogation against SANBAG, its officers, employees, agents, volunteers, contractors, and subcontractors. Such insurance coverage provided shall not prohibit ATTORNEY or ATTORNEY's employees or agents from waiving the right of subrogation prior to a loss or claim. ATTORNEY hereby waives all rights of subrogation against SANBAG.
- 21.10 All coverages for subcontractors shall be subject to all of the requirements stated herein. ATTORNEY shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.
- 21.11 If requested by SANBAG, ATTORNEY shall submit copies of all required insurance policies, including endorsements.

ARTICLE 22. INDEMNITY

ATTORNEY shall indemnify, defend (with legal counsel reasonably approved by SANBAG) and hold harmless SANBAG and its authorized officers, directors, employees, agents and volunteers, from any and all claims, demands, causes of action, expenses, losses, damages, liabilities, and/or costs that arise out of, pertain to, or are related to the negligent acts, omissions, or willful misconduct of ATTORNEY, in connection with this Contract, to the extent finally determined to have resulted from ATTORNEY's negligent performance of the services set forth in this Contract. Notwithstanding the foregoing, nothing herein shall (i) serve to expand ATTORNEY's

scope of professional responsibilities as set forth in the laws and canons of ethics, (ii) extend any statute of limitations governing any claim arising from ATTORNEY's acts or omissions, or (iii) waive any claims or defenses that ATTORNEY may have against SANBAG or any other party.

ARTICLE 23. ERRORS AND OMISSIONS

ATTORNEY shall be responsible for the professional quality, technical accuracy, and coordination of all Work required under this Contract. ATTORNEY shall be liable for SANBAG costs resulting from errors or deficiencies, in Work furnished under this Contract, including, but not limited to any fines, penalties, damages, and costs required because of an error or deficiency in the Work provided by ATTORNEY under this Contract, to the extent finally determined to have resulted from ATTORNEY's negligent performance of the services set forth in this Contract. Notwithstanding the foregoing, nothing herein shall (i) serve to expand ATTORNEY's scope of professional responsibilities as set forth in the laws and canons of ethics, (ii) extend any statute of limitations governing any claim arising from ATTORNEY's acts or omissions, or (iii) waive any claims or defenses that ATTORNEY may have against SANBAG or any other party.

ARTICLE 24. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by ATTORNEY under this Contract shall become the sole property of SANBAG when prepared, whether delivered to SANBAG or not.

ARTICLE 25. SUBCONTRACTS

- 25.1 ATTORNEY shall not subcontract performance of all or any portion of Work under this Contract, except those subcontractors listed in ATTORNEY's proposal, without first notifying SANBAG in writing of the intended subcontracting and obtaining SANBAG's written approval of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all subcontracts at any tier.
- 25.2 ATTORNEY agrees that any and all subcontractors of ATTORNEY performing Work under this Contract will comply with the terms and conditions of this Contract applicable to the portion of Work performed by them. ATTORNEY shall incorporate all applicable provisions of this Contract into their subcontracts regardless of the tier. If requested by SANBAG, ATTORNEY shall furnish SANBAG a copy of the proposed subcontract for SANBAG's approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.
- 25.3 Approval by SANBAG of any Work to be subcontracted and the subcontractor to perform said Work will not relieve ATTORNEY of any responsibility or liability in regard to the acceptable and complete performance of said Work. Any substitution of subcontractors must be approved in writing by SANBAG. ATTORNEY shall have sole

responsibility for managing all of their subcontractors, including resolution of any disputes between ATTORNEY and its subcontractors.

ARTICLE 26. RECORD INSPECTION AND AUDITING

SANBAG, or any of its designees, representatives or agents shall at all times have access during normal business hours to ATTORNEY's operations and products wherever they are in preparation or progress, and ATTORNEY shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG shall not be deemed to be a waiver of any of their rights to require ATTORNEY to comply with the Contract or to subsequently reject unsatisfactory Work or products.

ARTICLE 27. INDEPENDENT CONTRACTOR

ATTORNEY is and shall be at all times an independent contractor. Accordingly, all Work provided by ATTORNEY shall be done and performed by ATTORNEY under the sole supervision, direction and control of ATTORNEY. SANBAG shall rely on ATTORNEY for results only, and shall have no right at any time to direct or supervise ATTORNEY or ATTORNEY's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by ATTORNEY pursuant to this Contract, and all representatives of ATTORNEY, shall be and remain the employees or agents of ATTORNEY or of ATTORNEY's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

ARTICLE 28. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any Party's rights under the Contract, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 29. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

ARTICLE 30. FEDERAL, STATE AND LOCAL LAWS

ATTORNEY warrants that in the performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 31. PRECEDENCE

- 31.1 The Contract consists of this Contract document, Exhibit "A"--Scope of Work, and Exhibit "B"--Price Proposal, SANBAG's Request for Proposal and ATTORNEY's proposal, all of which are incorporated into this contract by this reference.
- 31.2 The following order of precedence shall apply: first, the Contract including Exhibits "A" and "B"; second, SANBAG's Request for Proposal; and last, ATTORNEY's proposal. In the event of a conflict between the Contract Articles and the Scope of Work, the Contract Articles will prevail.
- 31.3 In the event of an express conflict between the documents listed in this Article, or between any other documents, which are a part of the Contract, ATTORNEY shall notify SANBAG in writing within three (3) business days of its discovery of the conflict and shall comply with SANBAG's resolution of the conflict.

ARTICLE 32. COMMUNICATIONS AND NOTICES

Notices sent by mail shall be by United States Mail, postage paid, certified mail (return receipt requested). Any and all notices permitted or required to be given hereunder shall be deemed duly given and received: (a) upon actual delivery, if delivery is personally made or if made by fax during regular business hours; (b) the first business day following delivery by fax when not made during regular business hours; or (c) on the fourth business day after deposit of such notice into the United States Mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time by a notice given in accordance with this Article. ATTORNEY shall notify SANBAG of any contact information changes within ten (10) business days of the change.

To: Fulbright & Jaworski LLP	To: SANBAG
555 South Flower Street, Forty-First Floor	1170 W. 3 rd Street, 2 nd Floor
Los Angeles, CA 90071	San Bernardino, CA 92410-1715
Attn: Victor Hsu	Attn: Eileen Monaghan Teichert
	cc: Contract Administrator
Phone: 213.892.9200	Phone: (909) 884-8276

ARTICLE 33. DISPUTES

- 33.1 In the event any dispute, other than an audit, arises between the Parties in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, Work to be performed, Scope of Work and/or time of performance), the dispute shall be decided by SANBAG's Contract Administrator within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If ATTORNEY does not agree with the decision, then ATTORNEY shall have ten (10) calendar days after receipt of the decision in which to file a written appeal thereto with SANBAG's Executive Director. If the Executive

Director fails to resolve the dispute in a manner acceptable to ATTORNEY, then such dispute is appealable to a court of competent jurisdiction.

33.2 During resolution of the dispute, ATTORNEY shall proceed with performance of this Contract with due diligence.

ARTICLE 34. GRATUITIES

ATTORNEY, its employees, agents, or representatives shall not offer or give to any officer, official, agent or employee of SANBAG, any gift, entertainment, payment, loan, or other gratuity.

ARTICLE 35. REVIEW AND ACCEPTANCE

All Work performed by ATTORNEY shall be subject to periodic review and approval by SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Work performed by ATTORNEY shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Work.

ARTICLE 36. CONFIDENTIALITY

Any SANBAG materials to which ATTORNEY or its subcontractors or agents have access or materials prepared by ATTORNEY under the terms of this Contract shall be held in confidence by ATTORNEY, who shall exercise reasonable precautions to prevent the disclosure of confidential information to anyone except as authorized by SANBAG. ATTORNEY shall not release any reports, information or promotional material or allow for the use of any photos related to this Contract for any purpose without prior written approval of SANBAG.

ARTICLE 37. EVALUATION OF ATTORNEY

ATTORNEY's performance may be evaluated by SANBAG periodically throughout the Contract performance period, such as at the completion of certain milestones as identified in Exhibit A, "Scope of Work" and/or at the completion of the Contract. A copy of the evaluation will be given to ATTORNEY for their information. The evaluation information shall be retained as part of the Contract file and may be used to evaluate ATTORNEY if they submit a proposal on a future RFP issued by SANBAG.

ARTICLE 38. SAFETY

ATTORNEY shall strictly comply with OSHA regulations and local, municipal, state, and federal safety and health laws, orders and regulations applicable to ATTORNEY's operations in the performance of Work under this Contract. ATTORNEY shall comply with all safety instructions issued by SANBAG or their representatives.

ARTICLE 39. DRUG FREE WORKPLACE

ATTORNEY agrees to comply with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.

ARTICLE 40. ASSIGNMENT

ATTORNEY shall not assign this Contract in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Contract. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE 41. AMENDMENTS

The Contract may only be changed by a written amendment duly executed by the Parties. Work authorized under an amendment shall not commence until the amendment has been duly executed.

ARTICLE 42. Intentionally Omitted

ARTICLE 43. CONTINGENT FEE

ATTORNEY warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ATTORNEY for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to terminate this Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 44. FORCE MAJEURE

ATTORNEY shall not be in default under this Contract in the event that the Work performed by ATTORNEY is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, or other catastrophic events which are beyond the reasonable control of ATTORNEY and which ATTORNEY could not reasonably be expected to have prevented or controlled. "Other catastrophic events" does not include the financial inability of ATTORNEY to perform or failure of ATTORNEY to obtain either any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of ATTORNEY.

ARTICLE 45. WARRANTY

ATTORNEY warrants that all Work performed shall be in accordance with the Contract and all applicable professional standards. In the event of a breach of this provision, ATTORNEY shall take the necessary actions to correct the breach at ATTORNEY's sole expense. If ATTORNEY does not take the necessary action to correct the breach, SANBAG, without waiving any other rights or remedies it may have, may take the necessary steps to correct the breach, and the ATTORNEY shall promptly reimburse SANBAG for all expenses and costs incurred.

ARTICLE 46. ENTIRE DOCUMENT

- 46.1 This Contract and its attachments constitute the sole and only agreement governing the Work and supersedes any prior understandings, written or oral, between the Parties respecting the Project. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been expressly incorporated into this Contract.
- 46.2 No agent, official, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and ATTORNEY hereby stipulates that it has not relied, and will not rely, on same.
- 46.3 Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Contract. Therefore, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either Party.

ARTICLE 47. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

ATTORNEY shall comply with all applicable provisions of the Americans with Disabilities Act in performing Work under this Contract.

ARTICLE 48. EFFECTIVE DATE

The date this Contract is executed by SANBAG shall be the Effective Date of the Contract.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written.

FULBRIGHT & JAWORSKI LLP

SANBAG

By: _____
Name
Title

By: _____
W.E. Jahn
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

EXHIBIT "A"– SCOPE OF WORK

Disclosure Counsel Services

ATTORNEY shall be responsible for performing the requisite "due diligence" in connection with the Issuance of the Indebtedness; will prepare the official statement or offering memorandum relating to the Issuance of the Indebtedness; will deliver its standard "10b-5" opinion to SANBAG that no facts have come to the attention of ATTORNEY which cause it to believe that the official statement or offering memorandum contains any material representations or omits to state a fact necessary to make the statements in the official statement or offering memorandum not misleading; and will draft or negotiate the dealer agreements or bond purchase agreements between SANBAG and the investment banks acting as dealers or bond purchasers; and perform such other services as are customary for Disclosure Counsel.

The Work under this Contract shall be performed in association with SANBAG's bond issuances and financings ("Bond Work") or with disclosure compliance training and advice ("Compliance Work").

EXHIBIT "B" – PRICE PROPOSAL

Price Proposal

Please see the hourly rates for members of the Fulbright Team and the ODC Schedule presented on the form appended to the RFP as Attachment B. As an alternative to charging our standard hourly rates, we propose to charge SANBAG the following fixed fees to serve as Disclosure Counsel for the types of transactions listed below:

<u>New Money Fixed Rate Bonds</u>	<u>Refunding Fixed Rate Bonds</u>	<u>New Money Variable Rate Bonds</u>
\$55,000	\$57,500	\$60,000

Absent extraordinary circumstances, all of the fixed fees are contingent on the successful closing of the transaction.

We propose to be reimbursed for our out-of-pocket expenses at cost, subject to a cap for each transaction of \$1,500. Reimbursable expenses include SANBAG-approved travel, telephone and fax charges, photocopying charges, transcript binding, transcript digitizing on CD-ROM, U.S. mail, FedEx and other messenger charges, secretarial and word-processing overtime, and electronic database legal searches.

As required by the RFP, our price proposal is valid for 180 days from the due date of this Proposal.

Time and Materials

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Victor Hsu	Partner	legal team leader	\$ 595
Russ Trice	Senior Counsel	document drafting; legal analysis	\$ 575
Juan Redin	Associate	due diligence; drafting	\$ 375
Jonathan Guz	Associate	due diligence; drafting	\$ 350

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups

Type of OC	Unit Cost	Estimated Budget Amount
travel; mileage	\$.565/mile	\$
copying	\$.15/page	\$
electronic legal database research	\$ direct cost	\$
messengers; overnight delivery	\$ direct cost	\$
long-distance telephone	\$.30/minute	\$



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

Minute Action

AGENDA ITEM: 11

Date: September 4, 2013

Subject: Countywide Transportation Plan Update

Recommendation:* Receive update on Countywide Transportation Plan

Background: In December 2012 the Board approved the development of the Countywide Transportation Plan (CTP). The plan will be comprehensive and multi-modal in nature and will facilitate providing input for San Bernardino County into the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Staff presented the scope and draft goals to Caltrans, the Transportation Technical Advisory Committee and the Planning and Development Technical Forum to solicit input on the scope and the draft CTP goals. The goals that will guide the development of the CTP include:

- Consolidate and integrate countywide transportation planning efforts for input into the Regional Transportation Plan/Sustainable Communities Strategy.
- Improve safety and mobility for all modes of travel in San Bernardino County by residents, businesses, employees, students and visitors.
- Deliver transportation projects and services in a manner that promotes the County's economic competitiveness, affordable housing, environmental quality, overall sustainability, and access by the full spectrum of system users.

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.
 BRD1309a-tb

- Promote the stewardship of the public resources entrusted to SANBAG and other transportation agencies in the County through analysis and application of cost-effective approaches to delivering transportation projects and programs.
- Promote the funding of transportation needs through a collaborative process with local, state, federal, and private stakeholders.

Staff will be addressing some of the following questions in its analysis and will be seeking direction from the Board in the future on these questions and others. This should be considered a preliminary list, organized by selected issue categories. Many of these are challenging questions that the SANBAG advisory committees and policy committees will need to wrestle with as the development of the CTP proceeds. Staff's role is to provide meaningful information upon which the Board can base its judgments and provide future direction.

Transportation Funding and Revenue

- The SCAG RTP/SCS is required to be "financially constrained." The RTP/SCS includes a core revenue forecast of existing local, state and federal sources along with new or innovative funding sources that are viewed to be reasonably available over the time horizon of the Plan. SANBAG's financial assumptions typically include only the core revenue forecast, and the CTP will need to identify projects that can be funded assuming this forecast. Guidance will be needed from the SANBAG Board regarding the extent to which new or innovative funding scenarios should be assumed and analyzed.
- If sufficient revenue is not available to fund the identified capital and operating needs, what options should be entertained: Elimination of projects? Assumptions of additional state/federal revenue? Expectation of a supplemental sales tax measure? SCAG innovative funding sources, such as mileage-based fees?
- How should ongoing operation and maintenance costs of the facilities be factored into the overall needs equation?
- How should funding from new development be structured in the future? Should the Development Mitigation Nexus Study be modified?

Active Transportation

- The SCAG RTP/SCS designates \$6 billion through 2035 for active transportation improvements. SANBAG's share of that amount on a population basis is over \$600 million. This equates to an annual investment of \$18 million currently, growing to about \$32 million in 2035. While SANBAG and jurisdictions are investing substantially in

cycling/pedestrian facilities, it may not yet be at the level prescribed by the RTP/SCS. This raises questions such as:

- Should the CTP examine options for directing additional Measure I resources to active transportation?
- What can reasonably be expected as the county's share of grant funding for active transportation? How much additional grant funding can be expected over what city/county agencies have historically received?
- How can other resources be leveraged to pull more funding into active transportation?
- What benefits can be derived from the above investments? Are the investments justified?
- How can we leverage the partnership with the health communities to accelerate implementation of the active transportation network?

Goods/Freight Movement

- Although SANBAG and the jurisdictions are making progress on multiple rail/highway grade separations, a substantial share of the grade separations contained in the Alameda Corridor East plan remain to be completed. What should be the priority on constructing additional grade separations? What funding can be assumed, given that there are no known sources for additional grade separation funding beyond what is committed to current projects?
- Substantial progress has also been made on interchanges, but known revenue sources are insufficient to complete all the interchanges on the priority list. What is our interchange program strategy going forward?
- Should the SR-60 SCAG dedicated truck lanes be built? What are the benefits and impacts of building or not building that facility? Are there other options to accommodate freight mobility? What should SANBAG's role be? How could such a facility be funded?
- How can SANBAG facilitate the more rapid conversion to cleaner truck technology and work with regional partners to accelerate the overall cleanup of the freight system?

Mobility (Inter-county and Intra-County)

- What levels of mobility should be maintained on transportation facilities in San Bernardino County? The current level of service goal on CMP roadways is E. Should that be modified?
- What should be assumed in the next RTP/SCS regarding express lanes and the High Desert Corridor, based on what will be known about their financial feasibility over the next two years?
- How can technology be used to our advantage in reducing transportation demand and reducing the cost of delivering services?

- What type of transportation services can be envisioned to maintain transit and highway mobility for more rural communities at reasonable cost?

Transit and Rail

- How should priorities be determined for investment in express bus/bus rapid transit recognizing the need for modal connectivity and building of the network in logical phases?
- To what extent will there be a shortfall in revenue for transit/rail operations, and how might those shortfalls be addressed?
- What should be the future of the San Bernardino Metrolink line in terms of both land use in station areas and increased passenger-carrying capacity? How can we better leverage this asset?

Alternatives, Evaluation Criteria, and Sensitivity Testing

- What range of transportation alternatives should be examined in the CTP? (e.g. transit focused vs. highway focused; pessimistic vs. optimistic scenarios for forecast revenue, etc.)
- To what extent can transit/land use strategies be expected to reduce travel/congestion and improve air quality in San Bernardino County? What transit/land use strategies would be most effective in doing so for San Bernardino County?
- What future trends might impact the county's need for transportation, and how should they be evaluated as part of the CTP process? (e.g. escalation in gas prices, changes in technology that will affect commuting habits, etc.)
- What will be the basis of deciding which transportation scenario should be submitted to SCAG for the RTP/SCS?

SCAG did a very good job at pulling together many elements of transportation and the Sustainable Communities Strategy for the 2012 RTP/SCS. SANBAG will continue to collaborate with SCAG on the development of the 2016 RTP/SCS. However, the San Bernardino County CTP is needed so that we can think through many of these issues from the perspective of this county and be better prepared to put forward projects and strategies that are consistent with the vision of our county while also recognizing the regional perspective.

SANBAG will continue to work with project stakeholders to obtain input throughout the CTP process and define projects, programs and plans to satisfy future needs and evaluate them from a financial, quantitative and qualitative perspective. The evaluation will lead to development of a recommended long-range transportation plan for San Bernardino County. As deliverables are developed, they will be presented to the appropriate SANBAG committees and Board.

Schedule

The development of the CTP will extend beyond FY 2013/2014. To guide the development of the CTP, the following milestones are expected to occur during FY 2013/2014:

<u>Milestone</u>	<u>Target Completion Date</u>
Complete Draft Existing Setting	Fall 2013
Present Draft Existing Setting to Committee	Fall 2013
Finalize Existing Setting Documentation	December 2013
Revalidate SBTAM to 2012 Conditions	December 2013
Complete Draft 2040 Growth Forecasts	March 2014
Define Baseline 2040 Transportation Setting	Spring 2014
Develop 2040 Transportation Alternatives	Summer 2014

Financial Impact: This item has no impact to the FY 2013/2014 SANBAG Budget.

Reviewed By: The information in this item was presented to the Transportation Technical Advisory Committee on August 5, 2013.

Responsible Staff: Steve Smith, Director of Planning



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

Minute Action

AGENDA ITEM: 12

Date: September 4, 2013

Subject: Morongo Basin Subarea Measure I Major Local Highway Program

- Recommendation:***
1. Approve a budget amendment to increase Task No. 0404, Subregional Transportation Planning, from \$1,446,715 to \$1,526,715 to be funded with \$80,000 of Measure I Morongo Basin Subarea – Project Development/Traffic Management Systems funds for the preparation of a Morongo Basin Transportation Planning study.
 2. Approve the attached Morongo Basin Area Transportation Study scope of work.
 3. Authorize the release of the Request for Proposals No. 14039 for consultant support to complete the Morongo Basin Area Transportation Study consistent with the approved scope of work.

Background: Based on discussions at the June 21, 2013 Morongo Basin Representative Subarea Meeting following the Mountain Desert Committee Meeting, SANBAG staff has developed a draft scope of work (refer to Attachment 1) to address some of the issues raised with regards to defining transportation infrastructure needs. The Morongo Basin faces transportation challenges with existing and future traffic growth. Access to and within the basin is important to ensure economic vitality of the entire basin. A basin-wide transportation study will assist in

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.

BRD1309a-az

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a1-az.docx>

planning for and funding future transportation needs. The Morongo Basin Area Transportation Study scope of work is attached.

The scope focuses on evaluation of the existing and future transportation system, identification of projects to address existing and forecast congestion and development of an implementation plan. The results from the study will be used as a basis for future funding allocation recommendations. The study will be overseen by a project Technical Advisory Committee (TAC), consisting of representatives from the County, City of Twentynine Palms and Town of Yucca Valley. Meetings of the TAC will be held on an as-needed basis. It is anticipated that the study would be completed within 6-8 months.

SANBAG will seek consultant support to complete the study based on the approved scope of work. Based on SANBAG policy and the budget amendment in recommendation No. 1, the Executive Director has the authority to release the Request for Proposals for this transportation study. Staff recommends that Request for Proposals No. 14039 associated with the approved scope of work be released. Per SANBAG Contracting and Procurement Policy 11000, revised May 1, 2013, the Executive Director will execute a contract with the consultant selected by the procurement evaluation panel.

- Financial Impact:** This item is not consistent with the proposed Fiscal Year 2013/2014 budget. A budget amendment is required to increase Task No. 0404 by \$80,000 to be funded by Measure I Morongo Basin Subarea – Project Development/Traffic Management System funds.
- Reviewed By:** This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on August 16, 2013.
- Responsible Staff:** Steve Smith, Director of Planning

Morongo Basin Area Transportation Study (MBATS)

Draft Scope of Work

August 7, 2013

The Morongo Basin faces transportation challenges with existing and future traffic growth. Access to and within the basin is important to ensure economic vitality of the entire basin. A basin-wide transportation study will assist in planning and identification of funding for future transportation needs. The study will be overseen by a technical advisory committee (TAC) consisting of representatives of the County, City of Twentynine Palms and Town of Yucca Valley. Meetings of the TAC will be held on an as-needed basis. One presentation to the SANBAG Mountain/Desert Committee is anticipated to present the results of the study.

1. Existing Conditions Assessment

The existing Morongo Basin transportation setting will be defined in terms of infrastructure and performance. The assessment will define the relationship of the basin to the rest of San Bernardino County and to Riverside County. Activities will include:

- Define roadway/highway system, including functional classifications of major collector and above.
- Define countywide roadway/highway system performance, documenting traffic volume, level of service and accident data. Movements of military traffic will need to be analyzed. A limited number of traffic counts may need to be collected.

2. Develop Refined Transportation Model & Forecasts

A modeling tool will be developed to ensure that reasonable future traffic volumes can be forecast throughout the basin. SBTAM was applied to develop a refined citywide model for the updated Yucca Valley General Plan Circulation Element. Economies of scale could be achieved by expanding this model to the entire basin. Activities will include:

- Review existing and future SBTAM and Yucca Valley citywide model zone structure and networks to recommend adjustments for the Morongo Basin model.
- Review demographic forecasts for the basin and present to study team. Growth forecasts will be developed by transportation analysis zone and reviewed by staff from each jurisdiction. SANBAG will provide an initial dataset of 2012 and 2040 households (single and multi-family dwellings) and 2012 and 2040 employment (retail and non-retail) by SBTAM TAZ. The consultant will need to work with the jurisdictions to refine these growth forecasts based on the MBATS zone system.
- Develop Morongo Basin model and perform base year model validation.
- Document model development.
- Prepare future baseline model forecasts.
- Analyze level of service for the baseline roadway network and identify locations/segments where traffic problems are likely to occur.

3. Identification and Costing of Transportation Projects

Improvement projects will be identified to address the existing and future problem locations identified in Tasks 1 and 2. Projects will be identified in consultation with the cities and County. Planning-level cost estimates will be developed for each project, with logical segments suitable for incorporation into an implementation plan.

4. Analysis of Transportation Projects

Based on the future model run developed in Task 2 and the projects identified in Task 3, evaluate the future transportation network with regard to its ability to satisfy future travel demands. Future network performance will be summarized, identifying any remaining bottlenecks and infrastructure needs. The TAC will assist in refining and finalizing future project needs for the basin.

5. Recommendations and Implementation Plan

Information from the previous tasks will be utilized to generate recommended future infrastructure improvements in the basin. An implementation plan will be developed for the future improvement projects considering implementation timeframe, prioritization and funding mechanisms.

Schedule

The study is expected to take 6-8 months.



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

Minute Action

AGENDA ITEM: 13

Date: September 4, 2013

Subject: Amendment No. 2 to Contract No. C12175 with the California Highway Patrol (CHP) adding funds for Devore Interchange Project Construction Freeway Service Patrol (CFSP) services.

Recommendation:* 1). Approve Amendment No. 2 to Cooperative Agreement No. C12175 with the CHP to provide additional funds in the amount of \$193,130 for supervision and daily oversight of the Freeway Service Patrol Program over a two-year period for the Devore Interchange Project.

2). Approve Budget Amendment to Task 704, Freeway Service Patrol Program, for fiscal year 13/14 to add Measure I Cajon Pass Bond funds in the amount of \$128,831 for a total budget of \$2,160,506 as specified in the Financial Impact section.

Background: FSP consists of a fleet of tow trucks roaming the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions, as well as reducing traffic delays, vehicular emissions, and secondary accidents.

In addition to normal FSP services, FSP provides support in construction zones as a transportation congestion mitigation strategy outside of normal FSP hours and locations. Construction FSP is utilized to relieve traffic congestion as a result of

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.
 BRD1309a-jh
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C12175_02.doc

construction and to assist in the reduction of accidents and secondary accidents. Hours of support vary with traffic flows and project needs such as: freeway closures, elimination of freeway shoulders, and periodic night and weekend work.

In December 2011, the Board approved Contract C12175 with the CHP that provided for CHP officer supervision and operational oversight of the FSP Program and its tow truck drivers for a not-to-exceed amount of one hundred and fifty thousand dollars (\$150,000) for the three years of the contract. In July 2012, the Board approved Amendment No. 1 that provided the funds necessary to add one-half of a full time CHP Officer, and reduced overtime funds by \$30,000. This gave the program more supervision in the field which has been a positive for the program.

Amendment No. 2 would increase the CHP overtime agreement to provide funds for the upcoming Devore Interchange project which is scheduled to begin construction in late 2013. Since FSP does not currently operate in that area and planned non-FSP hours are scheduled, the project shall pay for utilization of FSP and the FSP CHP supervision in busy times of construction.

Financial Impact: The current budget for Task 704 (Freeway Service Patrol Program) totals \$2,031,009 in State FSP, DMV/SAFE and CMAQ funds. This action will increase the total budget for Task 704 by \$128,831 in state funds for a total fiscal year 2013/2014 budget of \$2,159,840.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on August 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and Contract Amendment.

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

CONTRACT SUMMARY SHEET

Contract No. C 12175 Amendment No. 2

By and Between

San Bernardino Associated Governments and California Highway Patrol

Contract Description FSP CHP Officer's Overtime and 1/2 of a full time officer position

Board of Director's Meeting Date: 9/4/13
Overview of BOD Action: approve amendment No. 2 for \$193,130 for the supervision and daily overzssign of the FSP along the Devore Interchange Project for a two year period.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	150,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	361,008.52	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	193,130	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	554,138.52	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 554,138.52

Contract Start Date 7/1/12	Current Contract Expiration Date 6/30/15	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0704</u> .					
<input checked="" type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? DMV/SAFE funds and STATE FSP funds.					
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i>					
The contract will continue to be paid for by DMV/SAFE and STATE FSP funds. Amendment #2 which increases the contract will be paid for the by the Devore Project funds: Measure I Cajon Pass Bond funds.					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

JENNY HERRERA
Project Manager (Print Name)

DUANE BAKER
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. SWARSKI
Chief Financial Officer (Print Name)

	7/29/13
Signature	Date
	7-31-13
Signature	Date
	7/31/13
Signature	Date
	7/31/13
Signature	Date
	8/1/13
Signature	Date

**AMENDMENT NO. 2 TO
AGREEMENT NO. C12175
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
FOR FREEWAY SERVICE PATROL
CHP AGREEMENT NO. 12R061002**

THIS AMENDMENT NO. 2 is made and entered into this ____ day of _____, 2013, by and between the California Highway Patrol, Business Services Section, hereinafter called CHP, and San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, hereinafter called SANBAG.

RECITALS

WHEREAS, in December, 2011, the SANBAG Board of Directors approved CHP Agreement No. 12R061002 (SANBAG Contract No. C12175), in the amount of \$150,000 for the period from July 1, 2012, through June 30, 2015, between SANBAG and CHP, under which SANBAG reimburses CHP for overtime supervision and operational oversight of the Freeway Service Patrol (FSP) program in San Bernardino County; and

WHEREAS, on July 11, 2012, the SANBAG Board of Directors approved Amendment No. 1 to Contract No. C12175 increasing the contract amount by \$211,008.52 to provide additional funds for an extra one-half of one full-time CHP officer needed to certify and train new FSP drivers, and to address additional FSP assists; and

WHEREAS, SANBAG's I-15 Devore Interchange Project is scheduled to commence construction in ____, 2013, is outside of the FSP Program area, but requires Construction FSP services to mitigate traffic congestion as a result of construction and to assist in the reduction of accidents and secondary accidents; and

WHEREAS, additional CHP services are needed to provide FSP Supervision and dispatch duties for the Construction FSP Program for the remainder of this contract; and

WHEREAS, SANBAG desires to increase the contract amount with CHP in order to continue running an efficient Construction FSP Program for the motoring public and CHP agrees to increase the maximum expenditures for Fiscal Year 2013/2014 by \$128,831.00, and Fiscal Year 2014/2015 by \$64,299.00 for the provision of such services.

NOW THEREFORE, it is mutually understood and agreed by SANBAG and CHP that Agreement No. 12R061002 is hereby amended in the following particulars only:

1. Amend paragraph F of **ARTICLE 2. TERMS AND CONDITIONS**, and replace it in its entirety with the following new paragraph F:

“F. SANBAG agrees to reimburse the CHP for **actual costs** incurred while performing overtime FSP related duties, in accordance with the following schedule:

For regular FSP Program:

Approximately 544 hours of available officer overtime during fiscal year 2012/2013, reimbursed at an estimated rate of \$73.43 per hour for an annual estimated amount of \$40,000.00.

Approximately 544 hours of available officer overtime during fiscal year 2013/2014, reimbursed at an estimated rate of \$73.43 per hour for an annual estimated amount of \$40,000.00.

Approximately 544 hours of available officer overtime during fiscal year 2014/2015, reimbursed at an estimated rate of \$73.43 per hour for an annual estimated amount of \$40,000.00.

For SANBAG/Devore Construction Project FSP:

Approximately 1,328 hours of available officer overtime during fiscal year 2013/2014, reimbursed at an estimated rate of \$75.00 per hour for an annual estimated amount of \$99,600.00.

Approximately 694 hours of available dispatcher overtime during fiscal year 2013/2014,

reimbursed at an estimated rate of \$42.12 per hour for an annual estimated amount of \$29,231.00.

Approximately 663 hours of available officer overtime during fiscal year 2014/2015, reimbursed at an estimated rate of \$75.00 per hour for an annual estimated amount of \$49,725.

Approximately 346 hours of available dispatcher overtime during fiscal year 2014/2015, reimbursed at an estimated rate of \$42.12 per hour for an annual estimated amount of \$14,574.00.

SANBAG agrees to reimburse the CHP for one half of a full time officer position for the remainder of the contract at estimated annual amounts of \$78,750.66 for Fiscal Year 2012/2013, \$80,325.67 for Fiscal Year 2013/2014, and \$81,932.19 for Fiscal Year 2014/15.

Amounts payable to the CHP by SANBAG for costs incurred pursuant to this Agreement may be utilized over several fiscal years, and need not be utilized in a single fiscal year by the CHP, so long as the total amount payable under this Agreement is not exceeded.

It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, SANBAG agrees to reimburse CHP at the new hourly rate, but in no event shall the total amount exceed the maximum contract amount of \$554,138.52."

2. The balance of said Agreement remains unchanged.

3. The Agreement, as previously amended, is incorporated into this Amendment.

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

**SANBAG, acting in its
capacity as the San Bernardino
County Transportation
Commission**

**DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL**

W. E. Jahn
SANBAG Board President

T. L. Anderson, Assistant Chief
Administrative Services Division

Date

Date

APPROVED AS TO FORM:

Eileen Monaghan Teichert
SANBAG General Counsel

Date

CONCURRENCE:

Jeffery Hill
Contract Administrator

Date



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

Minute Action

AGENDA ITEM: 14

Date: September 4, 2013
Subject: Legislative Update
Recommendation:* Receive State and Federal Legislative Update
Background: State Update

The Legislature has returned from Summer Recess and is resuming policy committee hearings. Both Houses will have until September 13th to pass bills before the end of 2013 Legislative Session. The Governor will then have until October 13th to sign or veto legislation sent to his desk. A matrix of legislation being monitored by SANBAG is included as Attachment #1.

As we near the end of session, SANBAG staff has been working closely with regional partners on two major issues of importance to SANBAG – continuing efforts to clarify Buy America Requirements and expanded Design-Build (DB) authority.

Buy America

Moving Ahead for Progress in the 21st Century (MAP-21) broadened the application of Buy America to non-Federal Highway Administration (FHWA)

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

BRD1309a-wvs

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a1-wvs.docx>
<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a2-wvs.pdf>

funded utility relocations for projects reviewed under the National Environmental Policy Act (NEPA) and eligible for federal funding.

SANBAG has supported the intent of the Buy America policy to increase domestic jobs, however, the broadened application to include utility relocation contracts initially created serious project implementation issues.

Following MAP-21's passage, FHWA initially interpreted the new rules to apply immediately to all utility agreements on projects receiving federal funds starting October 1, 2012. These contracts now had to ensure that all iron and steel incorporated into the projects had to be domestically produced and certified as domestically produced. Since utilities and the companies that make the materials used in utility relocation have not been subject to Buy America historically, this caused major project delays and threatened the loss of state and federal funds.

The FHWA recently announced a six-month transition period in which Buy America compliance will not be required for non-federally funded utility relocations if items are certified as unavailable domestically or the time allowed for domestic purchases is insufficient.

Unfortunately, even with this recent FHWA guidance, SANBAG continues to experience resistance from utility providers and have struggled to execute time sensitive agreements. SANBAG's negotiation with utility providers regarding agreements for the relocation of utility facilities appears to continue to remain an issue for timely project delivery.

SANBAG continues to attempt to accommodate the uncertainty created by this policy change by working cooperatively with the utilities to develop solutions that avoid major delays. However, with statements by the utilities that full compliance with Buy America may not be possible in the time period given by FHWA, we are fearful that once the six-month policy expires, projects will certainly continue to encounter issues. On January 1, 2014, we could very well be back in the same situation dealing with substantial delays and increased costs for transportation projects. Failure to comply with these Buy America requirements after the end of the year could hinder SANBAG's ability to retain federal and state funds on affected projects.

Design-Build

Discussions to expand and extend current DB authority initially authorized by SB 2X 4 (Chapter 2, Statutes of 2009-10 Second Extraordinary Session) have come together in AB 401 (Tom Daly, D - Anaheim). The Orange County Transportation Commission (OCTA) originally sponsored AB 401 to provide DB

authority to OCTA for a project on Interstate 405. Once the bill moved to the Senate, Senate leadership and staff, Legislative Counsel, transportation agencies, and key stakeholders including the American Council of Engineering Companies and the Professional Engineers in California Government began negotiations on expanding AB 401's authority for statewide use.

The current DB pilot-program under SB2X 4 expires January 1, 2014 and was limited to 5 local street and road projects and 10 state highway projects. SB 2X 4 also required the approval of the California Transportation Commission for the projects.

AB 401 maintained the California Department of Transportation's (Caltrans) role for OCTA's project for construction inspection and safety responsibilities, while ensuring compliance with Article 22 of the Constitution (as added by Proposition 35 in 2000) by stating that these services can be carried out by public employees or by private contract.

The amended AB 401 now expands DB authority statewide as follows:

- Extends DB authority 10 years to 2024.
- Project selection can be based on either low-bid or best value.
- Specifically permits local agency use of this authority on the state highway system.
- Limits Caltrans use of DB in this period to 10 projects.
- Extends authorities for local road projects as well.
- No limits for regional transportation agencies on the number of projects.
- Expands the definition of regional agencies to allow for a broader use of the authority.
- Construction inspection duties, as specified, will be performed by Caltrans.
- Continues Proposition 35 compliant language for components of projects on the State Highway System under Caltrans purview, as being performed by "department employees or consultants under contract with the department."

AB 401 was approved by the Senate Transportation & Housing Committee on August 20th and will be heard before the Senate Appropriations Committee before the August 30th deadline. At the August 20th hearing, concerns were raised about potential liabilities associated with the construction inspection provisions, however, those items are anticipated to be negotiated at the local level for each project in the future. This ensures that roles and responsibilities are defined in recognition of the unique features of each project rather than utilizing a statewide approach.

The use of the DB procurement method, outlined under AB 401, rather than the traditional design-bid-build method, will allow for an expedited project delivery schedule for selected projects by allowing design and construction activities to proceed concurrently rather than sequentially.

In addition, Public Private Partnership (P3) authority in SB 2X 4 currently expires in 2017. This agreement would allow regional agencies to pursue P3 projects after 2017 with the California Transportation Financing Authority, as authorized under AB 798 (Chapter 474, Statutes of 2009), for tolling authority while still utilizing DB authority under AB 401. Previously, DB authority associated with P3 projects was set to expire with that authority in 2017.

The amended AB 401 language is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision, "Support measures that expand the use of design-build and P3s."

Federal

In July, the House and Senate continued discussions on their respective fiscal year (FY) 2014 Transportation Appropriations bills. Both bills (S. 1243 and H.R. 2610) fully fund MAP-21 authorized levels for highway and transit.

H.R. 2610 has been removed from the House floor calendar due to the lack of sufficient votes to pass the bill. The House is now in recess until September 9th, and upon their return, there will only be nine legislative days to debate the bill before the Federal Government's FY 2013 fiscal year ends on September 30th. With the limited amount of time available before the September deadline, we are most likely to see another Continuing Resolution.

The House bill would have provided \$44.1 billion in discretionary spending, a reduction of \$7.7 billion below the FY 2013 enacted level and \$13.9 billion below the President's budget request. Should H.R. 2610 reach the President's desk, the Administration has threatened to veto it over the proposed spending cuts. Please see the statement from the White House included as Attachment #2.

S. 1243 currently allocates nearly \$10 billion more than the House bill for transportation and proposes to:

- Fund the next TIGER grant program at \$550 million;
- Include a new program to repair "Bridges in Critical Corridors" at \$500 million;
- Increase Amtrak funding; and

- Include provisions related to Federal Aviation Administration air traffic control modernization.

The Senate further adopted two amendments relating to transportation:

1. Requires Department of Transportation cyber-security funding to be contingent on specified reporting requirements; and
2. Requires the Federal Railroad Administration to evaluate existing rules on the use of locomotive horns at grade crossings and suggest possible revisions.

Budget Committee Chairman, Senator Patty Murray (D-WA), announced that negotiations on amendments are ongoing and that the Senate will continue consideration of the bill following the August recess.

Financial Impact: This item has no fiscal impact on the FY 2013/2014 SANBAG Budget.

Reviewed By: This item was presented at the General Policy Committee on August 14, 2013.

Responsible Staff: Wendy Strack, Director of Legislative and Public Affairs

CA AB 14**SANBAG Position: Support in Concept**

AUTHOR: Lowenthal B (D)
TITLE: State Freight Plan
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 12/03/2012
LAST AMEND: 05/06/2013
DISPOSITION: To Governor
LOCATION: To enrollment
SUMMARY: Requires the Transportation Agency to prepare a state freight plan with specified elements to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. Requires the agency to establish a freight advisory committee.
STATUS: 08/19/2013 In SENATE. Read third time. Passed SENATE. To enrollment. (31-5)

CA AB 21

AUTHOR: Alejo (D)
TITLE: Safe Drinking Water Small Community Grant Fund
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 12/03/2012
LAST AMEND: 02/14/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY: Authorizes the assessment of a specified annual charge in lieu of interest on loans for water projects made pursuant to the Safe Drinking Water State Revolving Fund, and the deposit of that money into the Safe Drinking Water State Small Community Emergency Grant Fund. Authorizes the expending of the money in the fund for grants for specified water projects that serve disadvantaged and severely disadvantaged communities.
STATUS: 08/12/2013 In SENATE Committee on APPROPRIATIONS: To Suspense File.

CA AB 39

AUTHOR: Skinner (D)
TITLE: Energy: Conservation: Financial Assistance
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 12/03/2012
LAST AMEND: 06/24/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY: Extends the operation of the Energy Conservation Assistance Act of 1979 that requires the State Energy Resources Conservation and Development Commission to administer the State Energy Conservation Assistance Account, a continuously appropriated account to provide grants and loans to local governments and public institutions to maximize energy use savings.
STATUS: 08/12/2013 In SENATE Committee on APPROPRIATIONS: To Suspense File.

CA AB 114

AUTHOR: Salas (D)
TITLE: Proposition 39: Implementation: Workforce Development
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/14/2013
LAST AMEND: 07/09/2013
DISPOSITION: Pending
FILE: 225
LOCATION: Senate Third Reading File
SUMMARY: Amends existing law that appropriates funds to the State Workforce Development Board to develop and implement a competitive grant program for eligible community-based and other training workforce organizations prepared disadvantaged youth or veterans for employment. Requires the Board to require a grant recipient to report to the Board specified information, and to review and assess the program in achieving the training and workforce development goals, identify problems and barriers, and provide solutions.
STATUS: 08/20/2013 In SENATE. Read second time. To third reading.

CA AB 164

AUTHOR: Wieckowski (D)
TITLE: Infrastructure Financing
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 01/23/2013
ENACTED: 08/13/2013
DISPOSITION: Enacted
LOCATION: Chaptered
CHAPTER: 94
SUMMARY: Requires a lease agreement between a governmental agency undertaking an infrastructure project and a private entity to include performance bonds as security to ensure the completion of the construction of the facility and payment bonds to secure the payment of claims of laborers, mechanics, and materials suppliers employed on the work under contract.
STATUS: 08/13/2013 Signed by GOVERNOR.
 08/13/2013 Chaptered by Secretary of State. Chapter No. 94

CA AB 179

AUTHOR: Bocanegra (D)
TITLE: Electronic Transit Fare Collection Systems
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/24/2013
LAST AMEND: 06/19/2013
DISPOSITION: Pending
FILE: 125
LOCATION: Senate Third Reading File

Attachment #1

SUMMARY: Makes provisions of existing law regarding the prohibition of a transportation agency selling or providing personally identifiable information from an electronic toll collection system or use of toll facility using such system applicable to an agency that employs an electronic transit fare system. Allows a person's consent to share that information with a third party to be written or oral. Exempts photographic or video footage from the definition of such information, unless it was used for assessing a fare.

STATUS: 08/12/2013 In SENATE. Read second time. To third reading.

CA AB 195

AUTHOR: Hall (D)
TITLE: Counties: Construction Projects: Design-Build
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/28/2013
ENACTED: 08/19/2013
DISPOSITION: Enacted
LOCATION: Chaptered
CHAPTER: 121

SUMMARY: Extends provisions of existing law that authorizes counties to use alternative procedures, known as design-build, for bidding on specified types of construction projects in the county in excess of a specified amount, in accordance with specified procedures, and provides that the procedures include a requirement for contracts awarded after a certain date that a county board of supervisors pay a fee into the State Public Works Enforcement Fund.

STATUS: 08/19/2013 Signed by GOVERNOR.
08/19/2013 Chaptered by Secretary of State. Chapter No. 121

CA AB 205

AUTHOR: Pan (D)
TITLE: Public Employees' Retirement: Pension Fund
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 01/30/2013
DISPOSITION: Pending
FILE: 52
LOCATION: Senate Third Reading File

SUMMARY: Extends the authorization to prioritize investment in an in-state infrastructure project to the board of retirement or the board of investments of a retirement system established pursuant to the County Employees Retirement Law of 1937.

STATUS: 06/12/2013 In SENATE. Read second time. To third reading.

CA AB 229

AUTHOR: Perez J (D)
TITLE: Infrastructure and Revitalization Financing Districts
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/04/2013

LAST AMEND: 08/12/2013
DISPOSITION: Pending
FILE: 168
LOCATION: Senate Third Reading File
 Authorizes the creation by a city, county, city and county, and joint powers authority, of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes the creation of a district and the issuance of debt. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases.
SUMMARY:
STATUS: 08/13/2013 In SENATE. Read second time. To third reading.

CA AB 243

AUTHOR: Dickinson (D)
TITLE: Local Government: Infrastructure Financing Districts
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/06/2013
LAST AMEND: 08/19/2013
DISPOSITION: Pending
FILE: 243
LOCATION: Senate Third Reading File
 Authorizes the creation of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases if special conditions are met. Authorizes a district to fund various projects, including watershed land used for the collection and treatment of water for urban uses, flood management, open space, habitat restoration and development purposes.
SUMMARY:
STATUS: 08/20/2013 In SENATE. Read second time. To third reading.

CA AB 250

AUTHOR: Holden (D)
TITLE: State Innovation Initiatives
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/06/2013
LAST AMEND: 06/26/2013
DISPOSITION: Pending
FILE: 142
LOCATION: Senate Third Reading File
 Creates the State Innovation Hub Program, which requires the Governor's Office of Business and Economic Development to designate Innovation Hubs. Authorizes the office to use vacant or underused state-owned or leased property that is controlled by the Department of General Services. Authorizes specified state property, when authorized by law, to be used as matching funds to meet federal funding requirements. Requires the office to issue a request for proposals. Relates to iHub partnerships.
SUMMARY:
STATUS: 08/13/2013 In SENATE. Read second time. To third reading.

CA AB 266

AUTHOR: Blumenfield (D)
TITLE: Vehicles: High-Occupancy Vehicle Lanes
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/07/2013
LAST AMEND: 08/19/2013
DISPOSITION: Pending
FILE: 221
LOCATION: Senate Third Reading File
 Extends the operation of existing law that authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles to include certain low-emission vehicles. Authorizes until a specified date or a specified condition, the Department to issue a valid identifier to a vehicle that meets the state's transitional zero-emission vehicle standard. Deletes obsolete provisions relating to hybrid vehicles.
SUMMARY:
STATUS: 08/19/2013 In SENATE. Read second time and amended. To third reading.

CA AB 268**SANBAG Position: Support in Concept**

AUTHOR: Holden (D)
TITLE: Transit: Metro Gold Line Extension
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/07/2013
LAST AMEND: 04/16/2013
DISPOSITION: Pending
LOCATION: Assembly Rules Committee
 States the intent of the Legislature to enact legislation that would enable the Metro Gold Line extension to be completed at the terminus of Ontario Airport with intermediate stops in San Dimas, La Verne, Pomona, Claremont, and Montclair, and for regional cooperation to continue.
SUMMARY:
STATUS: 04/18/2013 Re-referred to ASSEMBLY Committee on RULES.

CA AB 380

AUTHOR: Dickinson (D)
TITLE: California Environmental Quality Act: Notice
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/14/2013
LAST AMEND: 05/24/2013
DISPOSITION: Pending
LOCATION: Senate Environmental Quality Committee
 Amends the California Environmental Quality Act. Requires that notices regarding environmental impact reports filed by lead agencies need to be filed with the Office of Planning and Research and the county clerk and posted by the clerk for public review. Provides notice requirements for projects that are determined to be exempted from the Act.
SUMMARY:
STATUS: 06/13/2013 To SENATE Committee on ENVIRONMENTAL QUALITY.

CA AB 392

AUTHOR: Jones-Sawyer (D)
TITLE: State Mandates: Prorated Claims
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/15/2013
ENACTED: 08/12/2013
DISPOSITION: Enacted
LOCATION: Chaptered
CHAPTER: 77

SUMMARY: Amends existing law requiring the Controller to prorate mandated claims, including school claims, if the amount appropriated for reimbursement is not sufficient to pay all of the claims approved by the Controller, and requiring the controller to report to the Department of Finance when it is necessary to prorate claims. Deletes that reporting requirement. Requires the Controller to determine the most cost-effective allocation method if a specified amount is appropriated. Makes a conforming statutory change.

STATUS: 08/12/2013 Signed by GOVERNOR.
 08/12/2013 Chaptered by Secretary of State. Chapter No. 77

CA AB 401

AUTHOR: Daly (D)
TITLE: Transportation: Design-Build: Streets and Highways
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/15/2013
LAST AMEND: 08/12/2013
DISPOSITION: Pending

LOCATION: Senate Second Reading File
SUMMARY: Authorizes the Department of Transportation to utilize design-build procurement for projects on the state highway system, based on either best value or lowest responsible bid. Authorizes regional transportation agencies to utilize such procurement for projects. Provides such authorizations do not include construction inspection services for specified projects. Requires such services to be performed by the Department. Requires reimbursement for prevailing wage monitoring and enforcement.

STATUS: 08/20/2013 From SENATE Committee on TRANSPORTATION AND HOUSING:
 Do pass as amended to Committee on APPROPRIATIONS.

CA AB 405

AUTHOR: Gatto (D)
TITLE: High-Occupancy Vehicle Lanes: County of Los Angeles
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/15/2013
LAST AMEND: 06/27/2013
DISPOSITION: Pending

LOCATION: Senate Appropriations Committee
SUMMARY: Prohibits the establishment of any high-occupancy land on specified state highway routes

Attachment #1

in the County of Los Angeles, unless the lane is established as such land only during the hours of heavy commuter traffic. Requires any such lane to be modified to conform to those requirements. Authorizes the Department of Transportation to reinstate 24-hour high-occupancy vehicle lanes on the specified portions of these routes if the department makes a specified determination. Requires a related report.

STATUS: 08/19/2013 In SENATE Committee on APPROPRIATIONS: To Suspense File.

CA AB 431

SANBAG Position: Oppose

AUTHOR: Mullin (D)
TITLE: Transportation: Sustainable Communities: Funding
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/15/2013
LAST AMEND: 04/15/2013
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee

SUMMARY: Authorizes a transportation planning agency that is designated as a metropolitan planning organization to impose a transactions and use tax at a rate that is no more than a specified percentage, if certain requirements are met. Require a related ordinance to contain a specified expenditure plan to be spent on each of three categories of transportation, affordable housing, and parks and open space, with remaining net revenues to be spent to attain sustainable communities strategy.

STATUS: 04/15/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 466

SANBAG Position: Support

AUTHOR: Quirk-Silva (D)
TITLE: Federal Transportation Funds
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/19/2013
LAST AMEND: 03/14/2013
DISPOSITION: Pending

FILE: 94
LOCATION: Senate Third Reading File
SUMMARY: Requires the Department of Transportation to allocate federal transportation funds to regional agencies under the federal Congestion Mitigation and Air Quality Improvement Program based on a weighted formula that considers population and pollution in a given area.

STATUS: 07/02/2013 In SENATE. Read second time. To third reading.

CA AB 481

AUTHOR: Lowenthal B (D)
TITLE: High-Speed Rail.
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/19/2013

Attachment #1

LAST AMEND: 06/12/2013
DISPOSITION: To Governor
LOCATION: To Governor
SUMMARY: Enacts exceptions and authorizations relative to real property obtained for high-speed rail purposes by the High-Speed Rail Authority. Enacts new provisions governing acquisition or disposal of right-of-way property by the authority. Requires payments for leases, sales or other conveyances of property controlled by the authority to be deposited in the High-Speed Rail Property Fund created by the bill. Provide that the funds shall be available to the authority upon appropriation for specified purposes.
STATUS: 08/15/2013 *****To GOVERNOR.

CA AB 493

AUTHOR: Daly (D)
TITLE: Toll Facilities
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/20/2013
ENACTED: 08/12/2013
DISPOSITION: Enacted
LOCATION: Chaptered
CHAPTER: 79
SUMMARY: Authorizes operators of toll facilities on federal-aid highways to fully implement technologies or business practices that provide for the interoperability of electronic toll collection programs on and after the date specified in the Moving Ahead for Progress in the 21st Century Act. Limits the information that may be disclosed through participation in an interoperability program.
STATUS: 08/12/2013 Signed by GOVERNOR.
08/12/2013 Chaptered by Secretary of State. Chapter No. 79

CA AB 528

AUTHOR: Lowenthal B (D)
TITLE: State Rail Plan and High-Speed Rail Authority
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/20/2013
LAST AMEND: 06/04/2013
DISPOSITION: Pending
FILE: 24
LOCATION: Assembly Unfinished Business - Concurrence in Senate Amendments
SUMMARY: Revises certain items required to be in the elements of the State Rail Plan and the business plan. Eliminates the current timeframe for the plan. Provides for the submission of the rail plan to specified transportation agencies, the Legislature, and the Governor. Requires the rail plan to be updated periodically. Relates to the submission of the High-Speed Rail Authority business plan. Repeals provisions regarding identifying certain AMTRAK related decrepit intercity rail passenger stations.
STATUS: 08/19/2013 In SENATE. Read third time. Passed SENATE. *****To ASSEMBLY for concurrence. (29-8)

CA AB 564

AUTHOR: Mullin (D)
TITLE: Community Redevelopment: Successor Agencies
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/20/2013
LAST AMEND: 03/12/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY: Amends existing law that dissolved redevelopment agencies and community development agencies and provides for the designation of successor agencies. Prohibits the Department of Finance from taking any future action to modify the enforceable obligations described in existing law following the effective date of the approval of those obligations after review by an oversight board and the department, and from taking action to modify the transfer of property, if the transfer is in an approved transfer plan.
STATUS: 08/12/2013 In SENATE Committee on APPROPRIATIONS: Not heard.

CA AB 662

AUTHOR: Atkins (D)
TITLE: Local Government: Redevelopment: Successor Agencies
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/21/2013
LAST AMEND: 08/13/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY: Deletes a prohibition on the inclusion of redevelopment project areas in infrastructure financing districts. Authorizes the district go finance a project that is located in, or overlaps with, a redevelopment project area of former project area. Relates to procedures governing the contracting requirements and the commitment of new tax funds for new redevelopment agencies. Relates to the disposition of excess tax funds to local agencies and school entities.
STATUS: 08/19/2013 In SENATE Committee on APPROPRIATIONS: To Suspense File.

CA AB 701

AUTHOR: Perez J (D)
TITLE: California Infrastructure and Economic Development Bank
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/21/2013
LAST AMEND: 06/03/2013
DISPOSITION: Pending
FILE: 72
LOCATION: Senate Third Reading File
SUMMARY: Relates to the Infrastructure and Economic Development Bank and board of directors. Adds a Member of the Assembly, or a designee of the member, and a Member of the Senate, or designee of the member, as advisory members of the board. Requires the bank

Attachment #1

to serve as the primary state agency for purposes of developing an application for any federal infrastructure bank or financing authority. Incorporates additional changes made by the Governor's Reorganization Plan.

STATUS: 06/25/2013 In SENATE. Read second time. To third reading.

CA AB 749

SANBAG Position: Work With Author

AUTHOR: Gorell (R)
TITLE: Public-Private Partnerships

FISCAL COMMITTEE: yes

URGENCY CLAUSE: no

INTRODUCED: 02/21/2013

LAST AMEND: 04/11/2013

DISPOSITION: Pending

LOCATION: Assembly Transportation Committee

SUMMARY: Amends existing law that authorizes the State Department of Transportation and regional transportation agencies to enter into comprehensive development lease agreements with public and private entities, or consortia of those entities, for certain transportation projects that may charge certain users tolls and user fees and calls those arrangements public-private partnerships. States the intent of the Legislature for a project developed under these provisions to have specified characteristics.

STATUS: 04/29/2013 In ASSEMBLY Committee on TRANSPORTATION: Not heard.

CA AB 797

AUTHOR: Gordon (D)
TITLE: Transit Districts: Contracts

FISCAL COMMITTEE: yes

URGENCY CLAUSE: no

INTRODUCED: 02/21/2013

LAST AMEND: 04/15/2013

DISPOSITION: Pending

FILE: 79

LOCATION: Senate Third Reading File

SUMMARY: Authorizes the Santa Clara County Valley Transportation Authority and the San Mateo County Transit District to utilize the Construction Manager/General Contractor project delivery contract method for transit projects within their jurisdictions. Requires the Authority or the district to reimburse the Department of Industrial Relations for costs of performing wage monitoring and enforcement on projects using such contracting methods. Requires those funds to be for enforcement of prevailing wage requirements.

STATUS: 06/25/2013 In SENATE. Read second time. To third reading.

CA AB 863

SANBAG Position: Work With Author

AUTHOR: Torres (D)
TITLE: Transit Projects: Environmental Review Process

FISCAL COMMITTEE: yes

URGENCY CLAUSE: no

INTRODUCED: 02/21/2013

DISPOSITION: Pending

Attachment #1

LOCATION: Assembly Transportation Committee
Authorizes the Department of Transportation to assume responsibilities for federal review and clearance under the National Environmental Policy Act for a transit project that is subject to the act. Provides that the state consents to the jurisdiction of the federal courts in that regard, and provides that the department may not assert immunity from suit under the U.S. Constitution with regard to actions brought relative to those responsibilities under federal law.

SUMMARY:

STATUS: 03/04/2013 To ASSEMBLY Committees on TRANSPORTATION and NATURAL RESOURCES.

CA AB 906

AUTHOR: Pan (D)
TITLE: Personal Services Contracts
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 07/03/2013
DISPOSITION: Pending
LOCATION: Senate Second Reading File
Relates to the State Civil Service Act and personal services contracts. Authorizes state agencies to use personal services contracts when the services are of irregular, unpredictable, or occasional duration and are necessary to carry out instructional activities related to peace officer standards and training. Limits the term of certain contracts. Prohibits a contracting agency from executing certain contracts until the State Personnel Board has contacted all organizations that represent affected employees.

SUMMARY:

STATUS: 08/20/2013 From SENATE Committee on GOVERNMENTAL ORGANIZATION: Do pass as amended to Committee on APPROPRIATIONS.

CA AB 1046

AUTHOR: Gordon (D)
TITLE: Department of Transportation: Innovative Delivery
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 03/21/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
Authorizes the Department of Transportation's District 4 director to direct existing district resources to the Innovative Delivery Team Demonstration Program. Authorizes department staff to perform reimbursed work for projects on and off the state highway system within the boundaries of the County of Santa Clara pursuant to the master agreement and accompanying work programs.

SUMMARY:

STATUS: 08/19/2013 In SENATE Committee on APPROPRIATIONS: Not heard.

CA AB 1070

AUTHOR: Frazier (D)
TITLE: California Transportation Financing Authority
FISCAL COMMITTEE: yes

Attachment #1

URGENCY no
CLAUSE:
INTRODUCED:02/22/2013
LAST AMEND: 04/03/2013
DISPOSITION: To Governor
LOCATION: Enrolled
SUMMARY: Relates to the Transportation Financing Authority Act and the Transportation Financing Authority. Provides for the roles of the authority and an issuer of bonds under the act if the project sponsor, rather than the authority, is the issuer of bonds.
STATUS: 08/20/2013 Enrolled.

CA AB 1080

AUTHOR: Alejo (D)
TITLE: Community Revitalization & Investment Authorities
FISCAL
COMMITTEE: yes
URGENCY
CLAUSE: no
INTRODUCED:02/22/2013
LAST AMEND: 08/20/2013
DISPOSITION: Pending
COMMITTEE: Senate Appropriations Committee
HEARING: 08/26/2013 10:00 am, Burton Hearing Room (4203)
SUMMARY: Authorizes certain public entities of a community revitalization and investment area to form a community revitalization plan within a community revitalization and investment authority to carry out the Community Redevelopment Law in a specified manner. Requires the authority to adopt a community revitalization plan for a community revitalization and investment area and authorizes the authority to include in that plan a provision for the receipt of tax increment funds.
08/20/2013 From SENATE Committee on APPROPRIATIONS with author's amendments.
STATUS: 08/20/2013 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

CA AB 1081

SANBAG Position: Support

AUTHOR: Medina (D)
TITLE: Economic Development: Goods-Movement Infrastructure
FISCAL
COMMITTEE: yes
URGENCY
CLAUSE: no
INTRODUCED:02/22/2013
LAST AMEND: 08/12/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY: Amends existing law that requires the Governor to submit to the Legislature a proposed infrastructure plan containing certain information concerning infrastructure needed by specified entities and a proposal for funding the needed infrastructure. Requires the plan to include additional information related to infrastructure identified by state and federal transportation authorities, recommendations for private sector financing, and strategies to address state goods movement needs.
08/12/2013 In SENATE Committee on APPROPRIATIONS: To Suspense File.
STATUS:

CA AB 1140

AUTHOR: Daly (D)
TITLE: Public Works: Prevailing Wages
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 05/24/2013
DISPOSITION: Pending
FILE: 195
LOCATION: Senate Third Reading File
SUMMARY: States that if the Director of Industrial Relations determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works. Authorizes any contractor, awarding body, or representative affected by a change in rates to file with the director a verified petition to review the determination of that rate. Requires the initiation of an investigation or hearing to make a final determination.
STATUS: 08/14/2013 In SENATE. Read second time. To third reading.

CA AB 1194

AUTHOR: Ammiano (D)
TITLE: Safe Routes to School Program
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 05/24/2013
DISPOSITION: Pending
LOCATION: Senate Transportation and Housing Committee
SUMMARY: Requires a specified percent of Safe Routes to School Program to be used for noninfrastructure activities to encourage walking and bicycling to school. Authorizes the transfer of the responsibility for selecting projects and awarding grants from the Department of Transportation to the State Transportation Commission.
STATUS: 07/02/2013 In SENATE Committee on TRANSPORTATION AND HOUSING:
Not heard.

CA AB 1290**SANBAG Position: Work With Author**

AUTHOR: Perez J (D)
TITLE: Transportation Planning
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 07/02/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY: Provides for 2 additional voting members of the State Transportation Commission to be appointed by the Legislature. Provides for the Secretary of the Transportation Agency, the Chairperson of the State Air Resources Board, and the Director of Housing and Community Development to serve as ex officio members without a vote. Requires each

Attachment #1

appointing authority to make sure the transportation community is represented on the board with future appointments.

STATUS: 08/19/2013 In SENATE Committee on APPROPRIATIONS: To Suspense File.

CA ACA 1

AUTHOR: Donnelly (R)
TITLE: Administrative Regulations: Legislative Approval
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 12/03/2012
DISPOSITION: Pending
LOCATION: Assembly Accountability and Administrative Review Committee
SUMMARY: Requires an administrative agency to submit all regulations to the Legislature for approval. Authorizes the Legislature, by means of a concurrent resolution, to approve a regulation adopted by an administrative agency of the state.
STATUS: 05/01/2013 In ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW: Failed passage.

CA ACA 3

AUTHOR: Campos (D)
TITLE: Local Government Finance: Public Safety Services
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 01/22/2013
DISPOSITION: Pending
LOCATION: Assembly Local Government Committee
SUMMARY: Authorizes the imposition, extension, or increase of a special tax for funding fire, emergency response, police, or sheriff services, upon the approval of 55% of the voters voting. Creates an additional exception to the 1% limit for a rate imposed by a city, county, or special district to service bonded indebtedness incurred to fund certain fire, emergency response, police, or sheriff buildings or facilities, and equipment that is approved by 55% of the voters of the city, county, or special district.
STATUS: 04/04/2013 To ASSEMBLY Committees on LOCAL GOVERNMENT and APPROPRIATIONS.

CA ACA 8

AUTHOR: Blumenfield (D)
TITLE: Local Government Financing: Voter Approval
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/13/2013
LAST AMEND: 04/04/2013
DISPOSITION: Pending
LOCATION: Senate Governance and Finance Committee
SUMMARY: Proposes an amendment to the Constitution to create an additional exception to the 1% limit for an ad valorem tax rate imposed by a city, county, city and county, or special district, to service bonded indebtedness incurred to fund specified public improvements

Attachment #1

and facilities, or buildings used primarily to provide sheriff, police, or fire protection services, that is approved by 55% of the voters of the city, county, city and county, or special district.

STATUS: 06/27/2013 To SENATE Committees on GOVERNANCE AND FINANCE and ELECTIONS AND CONSTITUTIONAL AMENDMENTS.

CA SB 1

AUTHOR: Steinberg (D)
TITLE: Sustainable Communities Investment Authority

FISCAL COMMITTEE: yes

URGENCY CLAUSE: no

INTRODUCED: 12/03/2012

LAST AMEND: 08/05/2013

DISPOSITION: Pending

COMMITTEE: Assembly Appropriations Committee

HEARING: 08/21/2013 9:00 am, Room 4202

SUMMARY: Authorizes certain public entities of a Sustainable Communities Investment Area to form a Sustainable Communities Investment Authority to carry out the Community Redevelopment Law. Provides for tax increment funding receipt under certain economic development and planning criteria. Establishes prequalification requirements for receipt of funding. Requires monitoring and enforcement of prevailing wage requirements within the area.

STATUS: 08/21/2013 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.

CA SB 11

AUTHOR: Pavley (D)
TITLE: Alternative Fuel: Vehicle Technologies: Funding Program

FISCAL COMMITTEE: yes

URGENCY CLAUSE: yes

INTRODUCED: 12/03/2012

LAST AMEND: 08/06/2013

DISPOSITION: Pending

COMMITTEE: Assembly Appropriations Committee

HEARING: 08/21/2013 9:00 am, Room 4202

SUMMARY: Provides the State Air Resources Board has no authority regarding publicly available hydrogen fueling stations. Requires funding for such stations. Provides loan and grant preferences. Requires hydrogen fueling network loans and grants. Relates to the smog abatement fee, the state tire fee, and vehicle registration charge in a specified county. Expands the state air quality standards program to fund a broader range of projects. Requires fees to be used for specified related programs.

STATUS: 08/12/2013 From ASSEMBLY Committee on NATURAL RESOURCES: Do pass to Committee on APPROPRIATIONS. (6-2)

CA SB 33

AUTHOR: Wolk (D)
TITLE: Infrastructure Financing Districts: Voter Approval

FISCAL COMMITTEE: yes

URGENCY CLAUSE: no

Attachment #1

CLAUSE:
INTRODUCED: 12/03/2012
LAST AMEND: 03/06/2013
DISPOSITION: Pending
FILE: 72
LOCATION: Assembly Third Reading File
SUMMARY: Revises provisions governing infrastructure financing districts. Eliminates the requirement of voter approval for creation of the district and for bond issuance, and authorizes the legislative body to create the district subject to specified procedures. Authorizes the creation of such district subject to specified procedures. Authorizes a district to finance specified actions and project. Prohibits the district from providing financial assistance to a vehicle dealer or big box retailer.
STATUS: 08/05/2013 In ASSEMBLY. Read second time. To third reading.

CA SB 64

AUTHOR: Corbett (D)
TITLE: Global Warming Solutions: Clean Technology Investment
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/10/2013
LAST AMEND: 06/14/2013
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY: Creates the Clean Technology Investment Account within the Greenhouse Gas Reduction Fund. Requires appropriations of moneys in the fund or other funds to the account in the Budget Act. Makes such funds available for grants to nonprofit public benefit corporations and regional technology alliances to design and implement program that accelerate the development, demonstration, and deployment of technologies that would reduce greenhouse gas emissions and foster job creation in the state.
STATUS: 06/24/2013 Re-referred to ASSEMBLY Committee on NATURAL RESOURCES.

CA SB 110

AUTHOR: DeSaulnier (D)
TITLE: Oakland Bay Bridge Safety Review Task Force
FISCAL COMMITTEE: yes
URGENCY CLAUSE: yes
INTRODUCED: 01/14/2013
LAST AMEND: 08/08/2013
DISPOSITION: Pending
LOCATION: Senate Judiciary Committee
SUMMARY: Establishes the East Span, San Francisco-Oakland Bay Bridge Safety Review Task Force to assess the seismic structural performance of the East Span of the bridge by conducting a series of specified reviews. Provides an appropriation for the task force. Requires the Bay Area Toll Authority to reimburse the State Highway Account for all funds expended for purposes of the task force. Provides that the records of the task force are subject to public disclosure. Provides for indemnification of task force members.
STATUS: 08/20/2013 Re-referred to SENATE Committee on JUDICIARY.

CA SB 133

AUTHOR: DeSaulnier (D)
TITLE: Redevelopment
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/28/2013
LAST AMEND: 08/06/2013
DISPOSITION: Pending
COMMITTEE: Assembly Appropriations Committee
HEARING: 08/21/2013 9:00 am, Room 4202
SUMMARY: Amends the Community Redevelopment Law. Requires a redevelopment agency to include additional information relating to any major audit violations, any corrections of those violations, and planning and general administrative expenses of the Low and Moderate Income Housing Fund. Authorizes quality control reviews by the Controller and the publishing of those reviews. Requires audits of such agencies to ensure compliance with the law. Relates to funding for housing construction and/or rehabilitation.
STATUS: 08/14/2013 From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS. (9-0)

CA SB 142

AUTHOR: DeSaulnier (D)
TITLE: Public Transit
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/30/2013
LAST AMEND: 05/07/2013
DISPOSITION: Pending
COMMITTEE: Assembly Appropriations Committee
HEARING: 08/21/2013 9:00 am, Room 4202
SUMMARY: Repeals existing law providing for creation of one or more special benefit districts within a transit or rapid transit district regarding issuance of bonds to be repaid through special assessments levied on property within the special benefit district. Amends district areas. Enacts provisions authorizing a transit district, municipal operator, and other public agency operating or contracting for the operation of transit, commuter rail, or intercity rail service to create one or more special districts.
STATUS: 08/12/2013 In SENATE Committee on APPROPRIATIONS: Not heard.
 08/14/2013 From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS. (6-2)

CA SB 176

AUTHOR: Galgiani (D)
TITLE: Administrative Procedures
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/06/2013
LAST AMEND: 08/07/2013
DISPOSITION: Pending

Attachment #1

LOCATION: Assembly Appropriations Committee
Requires the Office of Administrative Law to allow electronic submission to the Office by a state agency of notices required to be published and information required to be submitted pursuant to specified provisions of existing law. Expands the public discussion required described in existing law to require a state agency proposing to adopt regulations, prior to publication of a notice of proposed adoption, amendment, or repeal, to involve parties that would be subject to the regulations in such discussions.

SUMMARY:

STATUS: 08/14/2013 From ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW: Do pass to Committee on APPROPRIATIONS. (12-0)

CA SB 286

AUTHOR: Yee (D)
TITLE: Vehicles: High-Occupancy Vehicle Lanes
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/14/2013
LAST AMEND: 08/06/2013
DISPOSITION: Pending
FILE: 93
LOCATION: Assembly Third Reading File
Extends the operation of existing law that authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles, which lanes may also be used by certain low-emission or alternative fuel vehicles not carrying the requisite number of passengers otherwise required for the use of an HOV lane. Permits the department to issue a valid identifier to a vehicle that meets the state's transitional zero-emission standard. Repeals and deletes related provisions.

SUMMARY:

STATUS: 08/07/2013 In ASSEMBLY. Read second time. To third reading.

CA SB 328

AUTHOR: Knight (R)
TITLE: Counties: Public Works Contracts
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/19/2013
LAST AMEND: 08/12/2013
DISPOSITION: Pending
FILE: 32
LOCATION: Senate Unfinished Business
Authorizes a county to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any building owned or leased by the county. Provides that a construction manager at-risk contract may be awarded using the lowest responsible bidder or the best value method, to an at-risk entity which has sufficient bonding. Relates to awarding work to certain subcontractors. Requires posting the contract on county's Website and appropriate committees.

SUMMARY:

STATUS: 08/19/2013 In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE for concurrence. (77-0)

Attachment #1

CA SB 425

AUTHOR: DeSaulnier (D)
TITLE: Public Works: the Public Works Peer Review Act of 2013
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/21/2013
LAST AMEND: 05/07/2013
DISPOSITION: Pending
FILE: 155
LOCATION: Assembly Consent Calendar - Second Legislative Day
SUMMARY: Allows a public agency, principally tasked with administering, planning, developing, and operating a public works project, to establish a specified peer review group. Requires the administering agency, if a peer group is established, to draft a charter, published on the agency's Internet Web site, related to the duties of the peer review group.
STATUS: 08/15/2013 In ASSEMBLY. Read second time. To Consent Calendar.

CA SB 436

AUTHOR: Jackson (D)
TITLE: California Environmental Quality Act: Notice
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/21/2013
LAST AMEND: 04/03/2013
DISPOSITION: Pending
FILE: A-17
LOCATION: Assembly Inactive File
SUMMARY: Relates to the California Environmental Quality Act. Requires a lead agency to conduct at least one public scoping meeting for the specified projects and to provide notice to the specified entities of at least one public scoping meeting. Revises the meeting notice requirements to require the notice be given to a list of specified parties including the State Clearinghouse and project applicants.
STATUS: 08/08/2013 In ASSEMBLY. To Inactive File.

CA SB 454

AUTHOR: Corbett (D)
TITLE: Public Resources: Electric Vehicle Charging Stations
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/21/2013
LAST AMEND: 05/24/2013
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY: Creates the Electric Vehicle Charging Stations Open Access Act. Prohibits the charging of a subscription fee on persons desiring to use an electric vehicle charging station. Prohibits a requirement for persons to obtain membership in any club, association, or organization as a condition of using the station. Requires the total actual charges for the use of a station to be disclosed at the point of sale. Requires a provider of certain equipment or a station to

Attachment #1

disclose certain information.
STATUS: 08/14/2013 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.

CA SB 513

AUTHOR: Hancock (D)
TITLE: Diversion Programs: Sealed Records
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/21/2013
LAST AMEND: 08/06/2013
DISPOSITION: Pending
FILE: 92
LOCATION: Assembly Third Reading File
SUMMARY: Provides that in any case where a person is arrested and successfully completes a diversion program administered by a prosecuting attorney in lieu of filing an accusatory pleading, the person may petition the Superior Court that would have had jurisdiction over the matter for an order to seal the records of the arresting agency and related court files and records, and the court may issue that order if the court finds that doing so will be in furtherance of justice.
STATUS: 08/07/2013 In ASSEMBLY. Read second time. To third reading.

CA SB 556

SANBAG Position: Oppose Unless Amended

AUTHOR: Corbett (D)
TITLE: Agency: Ostensible: Nongovernmental Entities
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 07/01/2013
DISPOSITION: Pending
FILE: 69
LOCATION: Assembly Third Reading File
SUMMARY: Relates to third person contracts and ostensible agencies. Prohibits a person, firm, corporation, or association that is a nongovernmental entity and contracts to perform labor or services for a public entity from displaying on a vehicle or uniform a seal, emblem, insignia, trade, brand name, or any other term, symbol, or content that reasonably could be interpreted as implying the labor or services are being performed by employees of a public agency, unless the vehicle and uniform displays a disclosure.
STATUS: 07/02/2013 In ASSEMBLY. Read second time. To third reading.

CA SB 557

AUTHOR: Hill (D)
TITLE: High-Speed Rail
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 05/02/2013
DISPOSITION: Pending

Attachment #1

FILE: 118
LOCATION: Assembly Third Reading File
SUMMARY: Relates to existing law that appropriates specified funds from the High Speed Passenger Train Bond Fund and from federal funds for high-speed rail and connecting rail projects. Adds detail to provisions governing the expenditure of certain of those appropriated funds. Specifies that of the moneys appropriated for early high-speed rail improvement projects in the Budget Act of 2012, a specified amount shall be allocated solely for purposes of specified memoranda of understanding.
STATUS: 08/15/2013 In ASSEMBLY. Read second time. To third reading.

CA SB 628

AUTHOR: Beall (D)
TITLE: Infrastructure Financing: Transit Priority Projects
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 08/05/2013
DISPOSITION: Pending
FILE: A-44
LOCATION: Senate Inactive File
SUMMARY: Eliminates the requirement of voter approval for the adoption of an infrastructure financing plan, the creation of an infrastructure financing district, and the issuance of bonds with respect to a transit priority project. Requires a specified percentage of the revenue for increasing, improving, and preserving the supply of lower and moderate-income housing. Requires a low-income housing replacement ordinance.
STATUS: 08/19/2013 Withdrawn from Enrollment.
08/19/2013 Ordered Held at SENATE desk.

CA SB 731

SANBAG Position: Work With Author

AUTHOR: Steinberg (D)
TITLE: Environment: California Environmental Quality Act
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 08/06/2013
DISPOSITION: Pending
COMMITTEE: Assembly Appropriations Committee
HEARING: 08/21/2013 9:00 am, Room 4202
SUMMARY: Relates to the State Environmental Quality Act. Provides that aesthetic impacts of a residential, mixed-use residential, or employment center project within a transit priority area shall not be considered significant impacts on the environment. Requires guidelines for thresholds of significance for noise and transportation impacts to be made available within such areas. Requires preparation of environmental impact reports. Extends the tolling of time for judicial actions and mitigation measures.
STATUS: 08/21/2013 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.

Attachment #1

CA SB 751

AUTHOR: Yee (D)
TITLE: Meetings: Publication of Action Taken
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED:02/22/2013
LAST AMEND: 06/17/2013
DISPOSITION: Pending
FILE: 21
LOCATION: Senate Unfinished Business
SUMMARY: Amends the Ralph M. Brown Act that requires all meetings of the legislative body of a local agency to be open and public and prohibits that body from taking action by secret ballot, whether preliminary or final. Requires that the legislative body of a local agency to publicly report any action taken and the vote or abstention of that action of each member present for the action.
STATUS: 08/08/2013 In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE for concurrence. (77-0)

CA SB 788

AUTHOR: Senate Transportation and Housing Committee
TITLE: Transportation
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED:02/22/2013
LAST AMEND: 08/14/2013
DISPOSITION: Pending
COMMITTEE: Assembly Appropriations Committee
HEARING: 08/21/2013 9:00 am, Room 4202
SUMMARY: Defines the term highway for exemption purposes under the CEQA. Relates to the prepayment of sales tax on aircraft jet fuel. Relates to the relinquishment of highways and the maintenance of such highways. Modifies bikeway provisions. Revises the numbering of section regarding and the definition of logging dolly, logging vehicle, station wagon, and school bus accident. Relates to Olympic and veterans' associations license plates and revenue. Regards commercial driver's licensing. Relates to traffic school.
STATUS: 08/14/2013 From ASSEMBLY Committee on APPROPRIATIONS with author's amendments.
08/14/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

CA SB 811

AUTHOR: Lara (D)
TITLE: State Highway Route 710
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED:02/22/2013
LAST AMEND: 08/19/2013
DISPOSITION: Pending

Attachment #1

LOCATION: Assembly Appropriations Committee
Imposes various requirements on the Department of Transportation with respect to the I-710 corridor project in the County of Los Angeles. Requires the lead agency to consider, within the environmental review process, alternatives on air quality, public health, and mobility impacts the project will have on neighboring communities, including Community Alternative 7. Requires the EIR to contain information on investments in mitigation for those communities and the Los Angeles River. Requires a related report.

SUMMARY:

STATUS: 08/19/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

CA SCA 3

AUTHOR: Leno (D)
TITLE: Public Information
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 12/03/2012
LAST AMEND: 06/20/2013
DISPOSITION: Pending
COMMITTEE: Assembly Budget Subcommittee #6, Budget Process, Oversight & Program Evaluation
HEARING: 08/22/2013, State Capitol, Room 444
Proposes an amendment to the Constitution to require each local agency to comply with the State Public Records Act and the Brown Act and with any statutory enactment amended either act, enacting a successor act, or amending any successor act which contains findings demonstrating that the statutory enactment furthers the purposes of the people's right of access to information concerning the conduct of the people's business. Regards the subvention of funds.

SUMMARY:

STATUS: 08/14/2013 From ASSEMBLY Committee on LOCAL GOVERNMENT: Be adopted as amended to Committee on BUDGET. (9-0)

CA SCA 4

AUTHOR: Liu (D)
TITLE: Local Government Transportation Project: Voter Approval
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 12/03/2012
LAST AMEND: 05/21/2013
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 08/27/2013 1:30 pm, Burton Hearing Room (4203)
Proposes an amendment to the Constitution to provide the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects requires the approval of a related proposition that includes certain requirements. Prohibits the local government from expending any revenues derived from a special transportation tax approved by the voters at any time prior to the completion of a identified capital project funded by specified revenues.

SUMMARY:

STATUS: 07/09/2013 In SENATE Committee on TRANSPORTATION AND HOUSING: Not heard.

Attachment #1

CA SCA 8

AUTHOR: Corbett (D)
TITLE: Transportation Projects: Special Taxes: Voter Approval
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 12/14/2012
LAST AMEND: 05/21/2013
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 08/27/2013 1:30 pm, Burton Hearing Room (4203)
SUMMARY: Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for transportation projects requires the approval of 55% of its voters voting on the proposition, if the proposition includes certain requirements.
STATUS: 07/09/2013 In SENATE Committee on TRANSPORTATION AND HOUSING: Not heard.

CA SCA 9

AUTHOR: Corbett (D)
TITLE: Local Government: Economic Development: Special Taxes
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 12/18/2012
LAST AMEND: 05/21/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY: Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for community and economic development projects requires the approval of a specified percentage of its voters voting on the proposition, if the proposition contains specified requirements.
STATUS: 06/27/2013 Re-referred to SENATE Committee on APPROPRIATIONS.

CA SCA 11

AUTHOR: Hancock (D)
TITLE: Local Government: Special Taxes: Voter Approval
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 01/25/2013
LAST AMEND: 05/21/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY: Proposes an amendment to the Constitution to condition the imposition, extension, or increase of a special tax by a local government upon the approval of 55% of the voters voting on the proposition, if the proposition proposing the tax contains specified requirements.
STATUS: 06/27/2013 Re-referred to SENATE Committee on APPROPRIATIONS.



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

July 22, 2013
(House Rules)

STATEMENT OF ADMINISTRATION POLICY
H.R. 2610 — Transportation, Housing and Urban Development, and Related Agencies
Appropriations Act, 2014
(Rep. Rogers, R-KY)

The Administration strongly opposes House passage of H.R. 2610, making appropriations for the Departments of Transportation, Housing and Urban Development, and related agencies for the fiscal year ending September 30, 2014, and for other purposes. The bill severely undermines critical investments in economic and community development programs that drive local innovation, while also significantly reducing resources for public improvements, air traffic control infrastructure, affordable housing, as well as public services for low- to moderate-income families. If the President were presented with H.R. 2610, his senior advisors would recommend that he veto the bill.

In addition, enacting H.R. 2610, while adhering to the overall spending limits in the House Budget's topline discretionary level for fiscal year (FY) 2014, would hurt our economy and require draconian cuts to middle-class priorities. These cuts could result in hundreds of thousands of low-income children losing access to Head Start programs, tens of thousands of children with disabilities losing Federal funding for their special education teachers and aides, thousands of Federal agents who can't enforce drug laws, combat violent crime or apprehend fugitives, and thousands of scientists without medical grants, which would slow research that could lead to new treatments and cures for diseases like cancer and Alzheimer's, and hurt America's economic competitiveness.

More than three months have passed since the deadline for action and the Congress has yet to appoint conferees and agree on a budget resolution. Prior to consideration of appropriations bills the Congress should complete an appropriate framework for all the appropriations bills that supports our recovery and enables sufficient investments in education, infrastructure, innovation and national security for our economy to compete in the future. As such, the President's senior advisors would recommend that he veto H.R. 2610 and any other legislation that implements the House Republican Budget framework.

The Administration would like to take this opportunity to share additional views regarding the Committee's version of the bill.

Department of Transportation (DOT)

Transportation Investment Generating Economic Recovery (TIGER) Grants. The Administration strongly opposes the elimination of funding for TIGER Grants. This competitive grant program is critical in helping communities around the country leverage their own resources to complete critical transportation projects. This program has been oversubscribed since its inception because TIGER Grants fund multimodal projects that are meritorious but can be difficult to fund within the current stove-piped financing structures. Further, the \$237 million rescission of FY 2013 funding included

in the Committee bill would dramatically disrupt DOT's execution of the ongoing TIGER grant-making process, and could necessitate the withdrawal of awards to current grantees.

Federal Aviation Administration (FAA) Operations. The Administration appreciates the Committee's efforts to prioritize FAA Operations funding. However, the Administration urges the Congress to fund FAA Operations at the level of the request of \$9.7 billion, which allows the agency to hire in order to keep pace with attrition in its aviation safety and controller workforce.

FAA Facilities, Equipment, and NextGen. The Administration strongly opposes the \$623 million reduction below the FY 2014 Budget request for the facilities and equipment account in the Committee bill. The funding level in the bill is roughly equal to the FY 2000 appropriated level. This reduction would significantly slow, if not terminate, several aspects of FAA's maintenance of current facilities, equipment, and the modernization of the Nation's air traffic control system through NextGen. The Committee bill specifically identifies reductions to critical infrastructure programs, such as back-up electrical power systems, which are essential for maintaining reliable and safe control of airspace during commercial power outages like those experienced as a result of Hurricane Sandy, and would require a nearly \$400 million reduction to NextGen from the \$1 billion requested in the FY 2014 Budget.

National Railroad Passenger Corporations (Amtrak). The Administration strongly opposes the funding level included in the Committee bill for Amtrak. The \$350 million provided for Amtrak operations and \$600 million for Amtrak Capital and Debt service do not sufficiently fund these important activities. These reductions to Amtrak funding, which has long been underfunded, will cause significant delays in much needed capital investments and will result in deteriorated performance, especially in the Northeast Corridor, where ridership is at an all-time high.

High Speed Rail. The Administration objects to the prohibition on funding for the California High Speed Rail project. The California High Speed Rail project, which was approved by California voters as well as the California State Legislature, will spur job creation, decrease California's footprint distance, reduce the amount of energy used per person, and will reduce greenhouse gas emissions.

Federal Transit Administration (FTA) Capital Investment (New Starts) Grants. The Administration urges the Congress to provide the requested funding level of \$1.98 billion proposed in the FY 2014 Budget and to allow FTA to retain the \$151 million in unallocated and unobligated funds for New Starts. While the level in the Committee bill would provide funds for all existing grant agreements, it only provides funding for the new Small Starts projects recommended in the Budget, halting the pipeline for any new construction on larger New Starts or Core Capacity projects.

Department of Housing and Urban Development (HUD)

Core Rental Assistance. The Administration strongly opposes the \$3.0 billion reduction to HUD's core rental assistance programs: Housing Choice Vouchers; Project-Based Rental Assistance; and Public Housing. The bill provides \$33.8 billion, which is 8 percent below the FY 2014 Budget request. The Committee bill would support approximately 125,000 fewer housing vouchers for very low-income families, and would again require HUD to short-fund contracts with private housing owners and reduce payments to public housing authorities.

Homeless Assistance Grants. The Administration urges the Congress to provide the FY 2014 Budget request for Homeless Assistance Grants, which funds a variety of intervention programs that

serve homeless and at-risk individuals and families. The Administration opposes the funding level provided for Homeless Assistance Grants, which is \$293 million, or 12 percent, below the FY 2014 Budget request. At this level, HUD would not be able to renew all existing grants that provide housing and shelter for the homeless, which would impact more than 86,000 homeless and formerly homeless households, including many veterans.

Choice Neighborhoods. The Administration strongly objects to the \$120 million rescission included in the bill for the Choice Neighborhoods program, and urges the Congress to provide the \$400 million requested in the FY 2014 Budget. Without this funding, public housing authorities and other local entities will have limited resources to support the revitalization of distressed HUD-assisted housing and to build ladders of opportunity for low-income families by improving economic development, creating jobs, and helping residents access educational opportunities in the surrounding neighborhoods.

Community Development Block Grants (CDBG) and Related Programs. The Administration strongly opposes the \$1.7 billion funding level provided for the CDBG program, which would have significant impacts on State and local resources for public improvements, infrastructure, affordable housing, and public services for low to moderate income families. The Administration also strongly opposes the lack of funding for Integrated Planning and Investment Grants and the new Neighborhood Stabilization Initiative. The Administration urges the Congress to support these programs at the requested levels to invest in regional and local planning efforts and to support neighborhoods still feeling the effects of the foreclosure crisis. In addition, the Administration objects to the level of funding for the HOME Investment Partnerships Program, which is \$250 million below the Budget request. The Administration urges the Congress to support this program at the requested level in order to increase the supply of affordable housing.

Housing Counseling. The Administration opposes the reductions included in the Committee bill for counseling programs in HUD and the Neighborhood Reinvestment Corporation of \$39 million, or 30 percent, below the Administration's request. While the housing market has improved, there are still many households facing the aftermath of the financial crisis and counseling is an important resource in helping households find affordable and stable housing.

Housing Opportunities for People Living with AIDS (HOPWA). The Administration strongly opposes the \$29 million reduction to HUD's program to provide housing for people living with HIV/AIDS. The bill provides \$303 million, which is 9 percent below the FY 2014 Budget request. In the face of the ongoing domestic HIV epidemic, this cut would result in nearly 5,000 people losing housing services, severely affecting the health of homeless and marginally housed people living with HIV/AIDS and increasing treatment costs.

Civilian Pay Raise

The Administration urges the Congress to support the proposed 1.0 percent pay increase for Federal civilian employees. As the President stated in his FY 2014 Budget, a permanent pay freeze is neither sustainable nor desirable.

The Administration looks forward to working with the Congress as the FY 2014 appropriations process moves forward.

* * * * *



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

Minute Action

AGENDA ITEM: 15

Date: September 4, 2013

Subject: State Route 210 (SR-210)/Base Line Interchange Improvement Project

- Recommendation:***
1. Approve Cooperative Agreement No. C13114 for \$310,000 with California Department of Transportation District 8 for the SR-210/Base Line Interchange Improvement Project oversight services associated with the combined Project Study Report-Project Report;
 2. Approve Amendment No. 1 to Cooperative Agreement No. C13027 with the City of Highland increasing the contract value by \$310,000, for a new not-to-exceed amount of \$1,347,280, consisting of \$782,770 of Measure I Valley Fund Interchange Freeway Program funds and \$564,510 of City of Highland funds.
 3. Approve Amendment No. 2 to Contract No. C12137 with URS Corporation for the change in scope of work for the preparation of the SR-210/Base Line Project Study Report-Project Report at no additional cost.

Background: This is a new Cooperative Agreement, amendment to an existing Cooperative Agreement, and amendment to an existing Contract. The SR-210/Baseline Interchange is the second highest priority in the Measure I 2010-2040 Freeway Interchange Program. The SR-210 Base Line Interchange Project lies within the project boundaries of the SR-210 Mixed Flow Lane Addition Project, currently in the Project Approval & Environmental Document (PA&ED) phase. In February 2013, the Board approved Memorandum of Understanding No. C13070 with the

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.

BRD1309h-mkb

<http://portal.sanbag.ca.gov/mgmt/workgroups/freeway/Shared%20Documents/C13114%20Caltrans%20Agreement%201561.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13027%2001.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C12137%2002.docx>

City of Highland for the SR-210 Base Line Road Interchange Project development, and gave staff direction to negotiate with URS Corporation to amend existing Contract No. C12137 to include all PA&ED work for the project. In addition, the Board approved Cooperative Agreement No. C13027 with the City of Highland for the preparation of Project Approval & Environmental Document (PA&ED) for the SR-210 Base Line Interchange, for a not-to-exceed amount of \$1,037,280. The Board also approved a budget amendment to add new Task Number 0803 for the SR-210 Base Line Interchange Project.

To save costs and schedule, the project design efforts for both the interchange and freeway projects were combined. Caltrans further recommends combining the Initiation Documents with the Design and Environmental phase to save cost and time. The combined document will be a Project Study Report/Project Report (PSR/PR).

Recommendation 1 Approve entering into a new Cooperative Agreement No. C13114 with Caltrans for the PSR/PR phase. The agreement includes reimbursing Caltrans for their oversight services, estimated for \$310,000.

Recommendation 2 Approve amending Contract No. C13027 with the City of Highland. This agreement needs to be amended to include the additional Caltrans oversight costs. The increase is \$310,000 of which \$180,110 is Measure I Valley Fund Interchange Freeway Program funds.

Recommendation 3 Approve amending Contract No. C12137 with URS Corporation to revise the scope of work to include the preparation of the PSR/PR at no additional cost.

SR-210/Base Line Interchange Project Schedule

Environmental Approved	June 2014
Design Approved & R/W Certified	June 2016
Start Construction	July 2016
End Construction	July 2019

SR-210/Base Line Interchange Proposed Project Funding

COMPONENT	ESTIMATED COST	FUNDING SOURCES	
		CITY 41.9%	Measure I 58.1%
PSR/PR	\$942,982	\$395,109	\$547,873
SANBAG Contract Management & Oversight	\$94,298	\$39,511	\$54,787
Caltrans Oversight	\$310,000	\$129,890	\$180,110
TOTAL	\$1,347,280	\$564,510	\$782,770

Financial Impact: This item is consistent with the adopted Fiscal Year 2013/2014 Budget under Task No. 0803. The funding sources are Measure I Valley Freeway Bond Fund and local funds from the City of Highland.

Reviewed By: This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and drafts of the Cooperative Agreement and Amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 13114 Amendment No. 0

By and Between

San Bernardino Associated Governments and California Department of Transportation

Contract Description SR-210 Base Line Interchange Improvement Project

Board of Director's Meeting Date: September 4, 2013
Overview of BOD Action: Caltrans oversight of the Project Study Report/Project Report

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	310,000.00	Original Contingency Amount
			\$ 0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$		Contingency Amendment
			\$ 0.00
TOTAL CONTRACT VALUE	\$	310,000.00	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 310,000

Contract Start Date September 1, 2013	Current Contract Expiration Date September 1, 2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0803.
 A Budget Amendment is required.

How are we funding current FY? Measure I Valley Freeway Bond Funds and City of Highland Local 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: Measure I Valley Freeway Bond Funds and City of Highland Local Funding

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mary Brown	<i>Mary Brown</i> 7/11/13
Project Manager (Print Name)	Signature Date
<i>Garry Colwe</i>	<i>Garry Colwe</i> 7-26-13
Task Manager (Print Name)	Signature Date
<i>Andrea Turwick</i>	<i>Andrea Turwick</i> 8/7/13
Dir. of Fund Admin. & Programming (Print Name)	Signature Date
<i>Jedery Hill</i>	<i>Jedery Hill</i> 8/7/13
Contract Administrator (Print Name)	Signature Date
<i>W. STAWRSKI</i>	<i>W. STAWRSKI</i> 8/19/13
Chief Financial Officer (Print Name)	Signature Date

PID (PSR-PR)
COOPERATIVE AGREEMENT

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and San Bernardino Associated Governments, a public corporation/entity, acting in its capacity as the San Bernardino County Transportation Commission, referred to hereinafter as SANBAG.

RECITALS

1. CALTRANS and SANBAG, hereinafter referred to as PARTNERS and individually referred to as PARTNER, are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. Government Code section 65086.5 authorizes CALTRANS to (i) prepare project initiation documents (PID) for projects sponsored by Local Agencies, or (ii) review and approve PIDs developed by others, as reimbursed work.
3. WORK completed under this Agreement contributes toward the completion of a PROJECT STUDY REPORT-PROJECT REPORT (PSR-PR) for improvements on State Route 210 (SR-210) Base Line Interchange in the city of Highland, between Church Avenue and Boulder Avenue within the SHS, referred to as PROJECT.
4. PARTNERS will cooperate to complete PID (PSR-PR).
5. There are no prior PROJECT-related cooperative agreements.
6. No PROJECT deliverables have been completed prior to this Agreement.
7. PARTNERS hereby set forth the terms, covenants and conditions of this Agreement, under which they will accomplish WORK.

DEFINITIONS

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

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this Agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this Agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A PARTNER who is fully funding WORK.

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

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

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

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

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

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

PID (Project Initiation Document) – The project component that includes the activities required to deliver the project initiation document for PROJECT.

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

PSR-PDS – Project Study Report-Project Development Support.

PSR-PR – Project Study Report-Project Report

REIMBURSED WORK –

- (1) CALTRANS' review and approval of the PSR-PR prepared by SANBAG;
- (2) CALTRANS providing relevant proprietary information in the form of existing data dumps, spreadsheets, and maps;
- (3) CALTRANS' participation in the project delivery team (PDT) meetings.
- (4) Work performed by CALTRANS towards IQA and QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM).

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

SHS – State Highway System.

WORK – All scope and cost commitments included in this Agreement.

RESPONSIBILITIES

8. SANBAG is the only FUNDING PARTNER for this Agreement. SANBAG's funding commitment is 100% of WORK cost.
9. CALTRANS shall perform REIMBURSED WORK.
10. CALTRANS is the CEQA lead agency for PROJECT.
11. SANBAG is the CEQA responsible agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. SANBAG is IMPLEMENTING AGENCY for PID (PSR-PR).

SCOPE

Scope: General

14. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.

15. As a part of REIMBURSED WORK, CALTRANS will review and approve the PSR-PR prepared by SANBAG, will provide relevant proprietary information in the form of existing data dumps, spreadsheets and maps, and will actively participate in the project delivery team (PDT) meetings.
16. As a part of REIMBURSED WORK, CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual.

CALTRANS' review and approval will consist of performing IQA to verify that QC/QA meets department standards and determination that the WORK is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by SANBAG under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.

17. As a part of REIMBURSED WORK, CALTRANS will perform its QC/QAP process review for environmental documentation.
18. PARTNERS may, at their own expense, have representatives observe any scope, cost, or schedule commitments performed by another PARTNER. Observation does not constitute authority over those commitments.
19. Each PARTNER will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection of any consultants who participate in WORK.
21. IMPLEMENTING AGENCY for each project component included in this Agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
22. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way. Permits will be issued at no cost to SANBAG.

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

23. The preparation of the environmental documentation, including the investigative studies and technical environmental reports, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards current as of the date of performance including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser and if applicable, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
24. CALTRANS will be the CEQA Lead Agency and SANBAG will be a CEQA Responsible Agency. CALTRANS will be the NEPA Lead Agency, if NEPA applies. CALTRANS will assess PROJECT impacts on the environment and SANBAG will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if NEPA applies, NEPA. SANBAG will submit to CALTRANS all investigative studies and technical environmental reports for CALTRANS' review, comment, and approval as the CEQA Lead Agency and if NEPA applies, CALTRANS' review, comment and approval as the NEPA Lead Agency. The

environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require CALTRANS' review, comment, and approval as the CEQA Lead Agency and if NEPA applies, CALTRANS' review, comment, and approval as the NEPA Lead Agency, prior to public availability.

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

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

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

32. CALTRANS' acquisition or acceptance of the title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on acquisition.
33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
34. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.
35. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
36. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claims.
37. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this Agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years after the final voucher, whichever is later.
38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

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

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

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

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

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

39. If WORK stops for any reason, PARTNERS are still obligated to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
40. SANBAG will complete the activities assigned to it on the SCOPE SUMMARY, which is attached to and made a part of this Agreement. CALTRANS will complete the activities that are assigned to it on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included within the scope of this Agreement.

Scope: Project Initiation Document (PSR-PR)

41. CALTRANS will identify the necessary resource agency permits, agreements, and/or approvals for PROJECT.
42. CALTRANS will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals.
43. SANBAG will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of SANBAG by a Civil Engineer registered in the State of California.
44. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
45. As a part of REIMBURSED WORK, CALTRANS will provide SANBAG with relevant and readily available information in the form of data dumps, spreadsheets and maps, and will actively participate in the project delivery team (PDT) meetings.
46. CALTRANS will complete a review of the draft PID and provide its comments to the SANBAG within 60 calendar days from the date CALTRANS received the draft PID from SANBAG. SANBAG will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by SANBAG, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from SANBAG.
47. After SANBAG revises the PID to address all of CALTRANS' comments and submits the revised PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised PID within 30 calendar days from the date CALTRANS received the revised PID from SANBAG. Should CALTRANS

require supporting data necessary to defend facts or claims cited in the PID, SANBAG will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30-day CALTRANS review period will be stalled during that time and will continue to run after SANBAG provides the required data.

48. PID preparation, except as set forth in this Agreement, is to be performed by SANBAG. Should SANBAG request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, SANBAG shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.
49. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTNERS hereto and no oral understanding or agreement not incorporated herein shall be binding on any PARTNER(S) hereto.
50. This Agreement may be terminated at any time, in writing, by mutual agreement of PARTNERS. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

COST

Cost: General

51. SANBAG will secure funds for all WORK. Any change to the funding commitments outlined in this Agreement requires an amendment to this Agreement.
52. The cost to comply with and implement the commitments set forth in the environmental documentation is at SANBAG's cost.
53. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is at SANBAG's cost.
54. CALTRANS will provide encroachment permits to SANBAG, their contractors, consultants and agents, at no cost.
55. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose actions, or lack of action, caused the levy.
56. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, SANBAG accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

CALTRANS may request reimbursement for these costs during the amendment process.

57. Except as otherwise provided in this Agreement, SANBAG will pay invoices within 30 calendar days of receipt of invoice.

58. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.

Cost: Project Initiation Document (PSR-PR)

59. SANBAG agrees to pay CALTRANS, an amount not to exceed \$310,000.
60. CALTRANS will invoice SANBAG for a deposit of \$31,000 upon execution of this Agreement. SANBAG will pay invoices within 30 calendar days of receipt.
61. Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's expenditures.
62. After PARTNERS agree that all work is complete, CALTRANS will submit a final accounting of all costs. Based on the final accounting, CALTRANS will refund or invoice, as necessary, in order to satisfy the financial commitments of this Agreement.

SCHEDULE

63. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

64. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
65. All WORK by CALTRANS under the terms of this Agreement is subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
66. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement.

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

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

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

68. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling WORK different from the standards imposed by law.

69. Thus SANBAG shall reimburse CALTRANS for the services provided by CALTRANS, as stipulated in this Agreement, for direct and indirect costs or direct only costs, as governed by the current law. The current law is highlighted in Exhibit A which is attached to and made a part of this Agreement. Exhibit A can be updated by PARTIES even without a formal AMENDMENT whenever there is a change in the law.

70. PARTNERS will not assign or attempt to assign WORK to parties not signatory to this Agreement.

71. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

72. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.

73. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

74. If any PARTNER defaults in its WORK, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

75. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

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

76. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
77. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
78. PARTNERS intend this Agreement to be their final expression and to supersede any oral understanding or writings pertaining to WORK.
79. If, during performance of WORK, additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks. The CEQA Lead Agency and if NEPA applies, NEPA Lead Agency, shall review, comment and approve the additional environmental documentation.
80. The following documents are attached to, and made an express part of this Agreement: SCOPE SUMMARY.
81. This Agreement will terminate 180 days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

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

SIGNATURES

PARTNERS declare that:

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

Approved:

Approved:

By: _____
Basem E. Muallem, P.E.
District Director

By: _____
W.E. Jahn
Board President

Certified as to funds:

Attest:

By: _____
Lisa Pacheco
Budget Manager

By: _____
Vicki Watson
Board Clerk

Approved as to form and Procedure:

By: _____
Eileen Monaghan Teichert
General Counsel

Concurrence:

By: _____
Jeffery Hill
Contract Administrator

SCOPE SUMMARY (PSR-PR)

4	5	6	7	8	Description	CALTRANS	SANBAG	WA
0	100				PROJECT MANAGEMENT FOR DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]	X	X	
		05			QUALITY MANAGEMENT PLAN		X	
		10			RISK MANAGEMENT PLAN		X	
		15			COMMUNICATION PLAN		X	
		20			PROJECT DEVELOPMENT TEAM MTGS		X	
		30			CO-OP AGREEMENT FOR PSR-PR REIMBURSEMENT	X		
		40			CO-OP AGREEMENT FOR PA&ED PHASE	X		
1	150				ALL WBS 150 TASK TO BE DONE UNDER WBS 160.05 AND 160.10	X	X	
		05			TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT		X	
			05		REVIEW OF EXISTING REPORTS STUDIES AND MAPPING		X	
			10		GEOLOGICAL HAZARDS REVIEW		X	
			15		UTILITY SEARCH		X	
			20		ENVIRONMENTAL CONSTRAINTS IDENTIFICATION		X	
			25		TRAFFIC FORECASTS/MODELING		X	
			30		SURVEYS AND MAPS FOR PID		X	
				05	REGULAR SURVEYS AND MAPS FOR PID		X	
				10	ACCELERATED ENGINEERING SURVEYS		X	
			35		PROBLEM DEFINITION	X	X	
			45		AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY	X	X	
			99		OTHER DEFINITION AND ASSESSMENT PRODUCTS		X	
		10			INITIAL ALTERNATIVES DEVELOPMENT	X	X	
			05		PUBLIC/LOCAL AGENCY INPUT		X	
			10		VALUE ANALYSIS		X	
			15		CONCEPT ALTERNATIVES DEVELOPMENT		X	
			99		OTHER INITIAL ALTERNATIVE DEVELOPMENT PRODUCTS		X	
		15			ALTERNATIVES ANALYSIS	X	X	
			05		RIGHT OF WAY DATA SHEETS	X	X	
			10		UTILITY RELOCATION REQUIREMENTS ASSESSMENT		X	
			15		RAILROAD INVOLVEMENT DETERMINATION		X	
			20		DISTRICT PRELIMINARY GEOTECHNICAL REPORT (DPGR)		X	
			25		PRELIMINARY MATERIALS REPORT		X	
			30		STRUCTURES ADVANCE PLANNING STUDY		X	
				05	STRUCTURES PRELIMINARY GEOTECHNICAL REPORT		X	
				10	STRUCTURES PRELIMINARY HYDRAULICS REPORT		X	
				15	STRUCTURES PRELIMINARY ARCHITECTURAL AND AESTHETICS REPORT		X	
				20	STRUCTURES PRELIMINARY MAINTENANCE REPORT		X	

		25	STRUCTURES PRELIMINARY CONSTRUCTION PLAN		X	
		30	STRUCTURES ADVANCE PLANNING REPORT		X	
		99	OTHER STRUCTURES ADVANCE PLANNING STUDY PRODUCTS		X	
		35	MULTIMODAL REVIEW			X
		40	HYDRAULIC REVIEW		X	
		45	TRAFFIC CAPACITY ANALYSIS	X	X	
		50	TRAFFIC STUDIES	X	X	
		55	CONSTRUCTION ESTIMATES		X	
		60	PRELIMINARY TRANSPORTATION MANAGEMENT PLAN	X	X	
		99	OTHER ALTERNATIVE ANALYSIS PRODUCTS		X	
	20		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT			X
		05	INITIAL NOISE STUDY			X
		10	HAZARDOUS WASTE INITIAL SITE ASSESSMENT			X
		15	SCENIC RESOURCE AND LANDSCAPE ARCHITECTURE REVIEW			X
		20	INITIAL NEPA/404 COORDINATION			X
		25	INITIAL BIOLOGY STUDY			X
		30	INITIAL RECORDS AND LITERATURE SEARCH FOR CULTURAL RESOURCES			X
		40	INITIAL COMMUNITY IMPACT ANALYSIS LAND USE AND GROWTH STUDIES			X
		45	INITIAL AIR QUALITY STUDY			X
		50	INITIAL WATER QUALITY STUDIES			X
		55	INITIAL FLOODPLAIN STUDY			X
		60	PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT PREPARATION			X
		65	INITIAL PALEONTOLOGY STUDY			X
		70	INITIAL NATIVE AMERICAN COORDINATION			X
		99	OTHER PEAR PRODUCTS			X
	25		APPROVED PID [PSR PSSR ETC.] (to be done under WBS 180.05)			X
		05	DRAFT PID			X
		10	EXCEPTIONS TO DESIGN STANDARDS	X	X	
		15	ACCESS MODIFICATION REQUEST			X
		20	PID CIRCULATION REVIEW AND APPROVAL			X
		25	STORM WATER DATA REPORT	X	X	
		30	DRAFT PROJECT REPORT AS PART OF A PSSR/PR PROGRAMMING DOCUMENT			X
		05	COST ESTIMATES FOR ALTERNATIVES			X
		10	FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS	X	X	
		15	EXCEPTIONS TO ENCROACHMENT POLICY	X	X	
		20	DRAFT PROJECT REPORT AS PART OF A PSSR/PR PROGRAMMING DOCUMENT			X
		25	DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL			X
		99	OTHER PID PRODUCTS			X
	35		REQUIRED PERMITS DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			X
	40		PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT			X

		50	ENVIRONMENTAL COMMITMENT RECORD			X
		55	NEPA DELEGATION	X		
		45	BASE MAPS AND PLAN SHEETS FOR PROJECT INITIATION DOCUMENTS			X
2	160		PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT STUDY REPORT/PROJECT REPORT (PSR/PR)	X	X	
		05	UPDATED PROJECT INFORMATION (INCLUDE APPLICABLE ITEMS FROM 150.05 AND 150.10)		X	
		10	ENGINEERING STUDIES (INCLUDE APPLICABLE ITEMS FROM 150.15 AND 150.25)		X	
		15	DRAFT PSR/PR	X	X	
		20	ENGINEERING AND LAND NET SURVEYS		X	
		30	ENVIRONMENTAL STUDY REQUEST (ESR)		X	
		40	NEPA DELEGATION	X		
		45	BASE MAPS AND PLAN SHEETS FOR PROJECT REPORT AND ENVIRONMENTAL STUDIES		X	
2	165		PERFORM ENVIRONMENTAL STUDIES AND PREPARE DRAFT ENVIRONMENTAL DOCUMENT	X	X	
		05	ENVIRONMENTAL SCOPING OF ALTERNATIVES IDENTIFIED FOR STUDIES IN PROJECT INITIATION DOCUMENT		X	X
		10	GENERAL ENVIRONMENTAL STUDIES		X	
		15	BIOLOGICAL STUDIES		X	
		20	CULTURAL RESOURCE STUDIES		X	
		05	ARCHAEOLOGICAL SURVEY		X	
		05	AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS		X	
		10	NATIVE AMERICAN CONSULTATION		X	
		15	RECORDS AND LITERATURE SEARCH		X	
		20	FIELD SURVEY		X	
		25	ARCHAEOLOGICAL SURVEY REPORT		X	
		99	OTHER ARCHAEOLOGICAL SURVEY PRODUCTS		X	
		10	EXTENDED PHASE I ARCHAEOLOGICAL STUDIES		X	
		05	NATIVE AMERICAN CONSULTATION		X	
		10	EXTENDED PHASE I PROPOSAL		X	
		15	EXTENDED PHASE I FIELD INVESTIGATION		X	
		20	EXTENDED PHASE I MATERIALS ANALYSIS		X	
		25	EXTENDED PHASE I REPORT		X	
		99	OTHER PHASE I ARCHAEOLOGICAL STUDY PRODUCTS		X	
		15	PHASE II ARCHAEOLOGICAL STUDIES		X	
		05	NATIVE AMERICAN CONSULTATION		X	
		10	PHASE II PROPOSAL		X	
		15	PHASE II FIELD INVESTIGATION		X	
		20	PHASE II MATERIALS ANALYSIS		X	
		25	PHASE II REPORT		X	
		99	OTHER PHASE II ARCHAEOLOGICAL STUDY PRODUCTS		X	
		20	HISTORICAL AND ARCHITECTURAL RESOURCE STUDIES		X	

			05	PRELIMINARY AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS FOR ARCHITECTURE		X	
			10	HISTORIC RESOURCES EVALUATION REPORT - ARCHAEOLOGY		X	
			15	HISTORIC RESOURCE EVALUATION REPORT - ARCHITECTURE (HRER)		X	
			20	BRIDGE EVALUATION		X	
			99	OTHER HISTORICAL AND ARCHITECTURAL RESOURCE STUDY PRODUCTS		X	
		25		CULTURAL RESOURCE COMPLIANCE CONSULTATION DOCUMENTS		X	
			05	FINAL AREA OF POTENTIAL EFFECTS/STUDY AREA MAPS	X	X	
			10	PRC 5024.5 CONSULTATION		X	
			15	HISTORIC PROPERTY SURVEY REPORT/HISTORIC RESOURCES COMPLIANCE REPORT	X	X	
			20	FINDING OF EFFECT	X	X	
			25	ARCHAEOLOGICAL DATA RECOVERY PLAN/TREATMENT PLAN		X	
			30	MEMORANDUM OF AGREEMENT		X	
			99	OTHER CULTURAL RESOURCES COMPLIANCE CONSULTATION PRODUCTS		X	
		25		DRAFT ENVIRONMENTAL DOCUMENT OR CATEGORICAL EXEMPTION/EXCLUSION	X	X	
			10	SECTION 4(F) EVALUATION	X		
			20	ENVIRONMENTAL QUALITY CONTROL AND OTHER REVIEWS	X		
			25	APPROVAL TO CIRCULATE RESOLUTION	X		
			30	ENVIRONMENTAL COORDINATION		X	
			99	OTHER DRAFT ENVIRONMENTAL DOCUMENT PRODUCTS		X	
		30		NEPA DELEGATION	X		
2	170			PERMITS, AGREEMENTS, AND ROUTE ADOPTIONS DURING PSR/PR AND ED COMPONENT	X	X	
			05	REQUIRED PERMITS		X	
			15	RAILROAD AGREEMENTS		X	
			20	FREEWAY AGREEMENTS		X	
			25	AGREEMENT FOR MATERIAL SITES		X	
			30	EXECUTED MAINTENANCE AGREEMENT		X	
			40	ROUTE ADOPTIONS		X	
			45	MOU FROM TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)		X	
			55	NEPA DELEGATION	X		
2	175			CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE IDENTIFICATION	X	X	
			05	DED CIRCULATION		X	
			10	PUBLIC HEARING	X	X	
			15	PUBLIC COMMENT RESPONSES AND CORRESPONDENCE		X	
			20	PROJECT PREFERRED ALTERNATIVE	X	X	
			25	NEPA DELEGATION	X		
2	180			PREPARE AND APPROVE (PSR/PR) AND FINAL ENVIRONMENTAL DOCUMENT	X	X	

	05		FINAL PSR/PR	X	X
	10		FINAL ENVIRONMENTAL DOCUMENT	X	X
		05	APPROVED FINAL ENVIRONMENTAL DOCUMENT	X	
		05	DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW	X	
		10	REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT	X	X
		15	SECTION 4(F) EVALUATION	X	
		20	FINDINGS	X	
		25	STATEMENT OF OVERRIDING CONSIDERATIONS	X	
		30	CEQA CERTIFICATION	X	
		40	SECTION 106 CONSULTATION AND MOA	X	
		45	SECTION 7 CONSULTATION	X	
		50	FINAL SECTION 4(F) STATEMENT	X	
		55	FLOODPLAIN ONLY PRACTICABLE ALTERNATIVE FINDING	X	
		60	WETLANDS ONLY PRACTICABLE ALTERNATIVE FINDING	X	
		65	SECTION 404 COMPLIANCE	X	
		70	MITIGATION MEASURES	X	X
		10	PUBLIC DISTRIBUTION OF FINAL ENVIRONMENTAL DOCUMENT AND RESPOND TO COMMENTS	X	
		15	FINAL RIGHT OF WAY RELOCATION IMPACT DOCUMENT		X
		99	OTHER FINAL ENVIRONMENTAL DOCUMENT PRODUCTS		X
	15		COMPLETED ENVIRONMENTAL DOCUMENT	X	X
		05	RECORD OF DECISION (NEPA)	X	
		10	NOTICE OF DETERMINATION (CEQA)	X	
		20	ENVIRONMENTAL COMMITMENTS RECORD		X
		99	OTHER COMPLETED ENVIRONMENTAL DOCUMENT PRODUCTS		X
	20		NEPA DELEGATION	X	

Exhibit A

Beginning in Fiscal Year 2012-13, the California Department of Transportation shall exempt Project Initial Document development and oversight services reimbursed from local government agencies from full cost recovery as outlined in Caltrans' Indirect Cost Recovery Plan. Local government agencies shall be obligated to reimburse only direct costs to Caltrans for work under the Transportation Planning Program (40 Program).

For additional detail, reference Assembly Bill (AB) 1477, signed into law on September 30, 2012, and as shown in Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012.



CONTRACT SUMMARY SHEET

Contract No. C 13027 Amendment No. 01

By and Between

San Bernardino Transportation Authority and City of Highland

Contract Description Project Study Report/Project Report for the SR-210/Base Line Interchange

Board of Director's Meeting Date: December 5, 2012 and September 4, 2013
Overview of BOD Action: Approve Contract No. C 13027 between SANBAG and City of Highland

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	434,620	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	\$	129,890	Contingency Amendment	\$	0.00
TOTAL CONTRACT VALUE	\$	564,510	TOTAL CONTINGENCY VALUE	\$	0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 564,510

Contract Start Date 02/06/13	Current Contract Expiration Date 07/31/2015	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. 0803. <input checked="" type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? MSI Valley Fund Freeway Interchange which will utilize cash flow borrowing from the Freeway Program in the amount of \$602,660 (SANBAG's share); & City of Highland					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: MSI Valley Fund Freeway Interchange which will utilize cash flow borrowing from the Freeway Program in the amount of \$602,660 (SANBAG's share); & City of Highland					
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable					

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

Mary Brown

 Task Manager (Print Name)

Garry Cohen

 Project Manager (Print Name)

Jeffery Hill

 Contracts Administrator (Print Name)

W. STAWARSKI

 Chief Financial Officer (Print Name)

Andrea Zureick

 Director of Fund Administration & Programming

Mary Brown 6/22/13

 Signature Date

Garry Cohen 7-26-13

 Signature Date

Jeffery Hill 8/8/13

 Signature Date

W. Stawarski 8/19/13

 Signature Date

Andrea Zureick 8/7/13

 Signature Date

**AMENDMENT 1 TO
COOPERATIVE AGREEMENT C13027**

BY AND BETWEEN

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

AND

CITY OF HIGHLAND

FOR

**PREPARATION OF THE COMBINED PROJECT STUDY REPORT/PROJECT
REPORT FOR THE PREPARATION OF THE ENVIRONMENTAL DOCUMENT FOR
THE IMPROVEMENT OF THE STATE ROUTE 210/BASE LINE INTERCHANGE IN
THE CITY OF HIGHLAND**

This AMENDMENT No. 1 to COOPERATIVE AGREEMENT C13027 is made by and between the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Authority (referred to hereafter as "SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, and the City of Highland whose address is 27215 Base Line, Highland, California, 92346, (referred to hereafter as "CITY"). SANBAG and CITY are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AGREEMENT C13027 dated February 6, 2013, provides for SANBAG to be the lead agency in preparation of the Project Initiation Documents for a Project on SR-210 to improve the interchange at Base Line in the City of Highland; and

WHEREAS, SANBAG desires to modify the scope to include a combined Project Study Report-Project Report (PSR-PR) in lieu of a Project Approval and Environmental Document (PA&ED) in order to improve the schedule for Project delivery; and

WHEREAS, SANBAG also desires to modify the terms of the Agreement to include the Caltrans' provisions for Assembly Bill (AB) 1477, signed into law on September 30, 2012, and as shown in Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, requiring local government agencies to reimburse direct costs to Caltrans for work under the Transportation Planning Program; and

WHEREAS, CITY considers PROJECT to be high priority and is willing to fund 41.9% of all costs associated with developing and constructing PROJECT, as per the Development Mitigation

Nexus Study prepared by the SANBAG, and approved by the SANBAG Board of Directors on November 2, 2011; and

WHEREAS, constructing the PROJECT concurrently with SANBAG's SR-210 Mixed Flow Lane Addition Project provides viable opportunities to save money and to reduce inconvenience to the public during construction; and

WHEREAS, this Amendment No. 1 is intended to delineate roles, responsibilities, and funding commitments relative to the preparation of the PSR-PR for PROJECT; and

WHEREAS, it is anticipated that Parties will enter into future cooperative agreements relative to the Design, Right-of-Way, and Construction phases of PROJECT;

NOW, THEREFORE, the Parties agree to the following changes:

1. Contract C13027 is amended to replace the term "Project Approval and Environmental Document (PA&ED)" with the term "Project Study Report-Project Report (PSR-PR)" where ever it appears in the Contract.
2. Paragraph 2., of Section I., is amended to delete "\$602,660", and replace with "\$782,770".
3. Paragraph 1., of Section II., is amended to delete "\$434,620", and replace with "\$564,510".
4. Attachment A, "Project Funding Table" is deleted and replaced with Attachment A, "Revised Project Funding Table" attached to this Amendment and incorporated herein.
5. All other terms and conditions of the Agreement remain the same.
6. The Agreement is incorporated into this Amendment by this reference.

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

SIGNATURES ON FOLLOWING PAGE:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF HIGHLAND

By: _____
W.E. Jahn, Chairperson

By: _____
Larry McCallon, Mayor
City of Highland

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Craig Steele
City Attorney

By: _____
Jeffery Hill
Contract Administrator

Attachment A - Revised Project Funding Table

Component	Cost	City Share (41.9%)	Authority Share (58.1%)
PSR-PR	\$1,252,982	\$524,999	\$727,983
SANBAG Contract Management and Oversight	\$94,298	\$39,511	\$54,787
Total	\$1,347,280	\$564,510	\$782,770

CONTRACT SUMMARY SHEET

Contract No. C 12137 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and URS Corporation

Contract Description . State Route 210 (SR-210) Lane Addition and SR-210/Base Line Interchange Project for Project Study Report-Project Report Services

Board of Director's Meeting Date: September 4, 2013
Overview of BOD Action: Add Base Line PSR-PF services to the existing SR-210 PA/ED services agreement. Base Line is within the SR-210 Lane Addition area of impact.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	3,051,971.00	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	3,994,953.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	300,000.00
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	3,994,953.00	TOTAL CONTINGENCY VALUE	\$	300,000.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 4,294,953.00

Contract Start Date April 4, 2012	Current Contract Expiration Date March 31, 2015	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. 0887 and 0803

A Budget Amendment is required.

How are we funding current FY? Measure I Valley Fund - Freeway Interchange and Local Funds - City of Highland

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: Task 0887 for \$3,051,971.00 plus contingency of \$300,000.00 Measure I Valley Fund - Freeway Projects. Task 0803 for \$942,982.00 Measure I Valley Fund - Freeway Interchange and Local Funds - City of Highland

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mary Brown

Project Manager (Print Name)
Gary Cohen

Task Manager (Print Name)
Andrea Zureick

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

Contract Administrator (Print Name)
W. STAMPOY

Chief Financial Officer (Print Name)

<u>Mary Brown</u> Signature	Date
<u>Sung Chee</u> Signature	8-1-13
<u>Andrea Zureick</u> Signature	8/7/13
<u>Jeffrey Hill</u> Signature	8/7/13
<u>W. STAMPOY</u> Signature	8/14/13

**ATTACHMENT A.3
PSR-PR SCOPE OF WORK**

**SR-210/BASE LINE INTERCHANGE IMPROVEMENT
PROJECT**

CONTRACT No. C 12137

EA No. 0C7000

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. PROJECT DESCRIPTION AND ASSUMPTIONS	2
2. NON-STANDARD MANDATORY AND ADVISORY DESIGN FEATURES	7
3. ASSUMPTIONS IN ADDITION TO THE PROJECT DESCRIPTION.....	8
4. PROJECT SCHEDULE.....	11
5. DETAILED SCOPE OF WORK	11
2.100.10 PROJECT MANAGEMENT	11
2.160 PRELIMINARY ENGINEERING STUDIES AND PROJECT REPORT.....	14
2.160.05 REVIEW UPDATED PROJECT INFORMATION	14
2.160.10 ENGINEERING STUDIES	16
2.160.15 DRAFT PROJECT REPORT	22
2.160.20 ENGINEERING AND LAND NET SURVEYS	23
2.160.45 GADs, BASE MAPS AND PLAN SHEETS FOR PSR-PR DEVELOPMENT.....	24
2.165 ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT	25
2.165.05 PUBLIC AND AGENCY SCOPING.....	25
2.165.10 GENERAL ENVIRONMENTAL STUDIES	26
2.165.15 BIOLOGICAL STUDIES	32
2.165.20 CULTURAL RESOURCES STUDIES	33
2.165.25 ENVIRONMENTAL DOCUMENT	35
2.170 PERMITS AGREEMENTS	35
2.170.05 DETERMINE REQUIRED PERMITS	36
2.175 CIRCULATION DRAFT ENVIRONMENTAL DOCUMENT.....	36
2.175.05 PUBLIC CIRCULATION.....	36
2.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED).....	37
2.180.05 FINAL PROJECT REPORT	37
2.180.10 FINAL ENVIRONMENTAL DOCUMENT	37

1. PROJECT DESCRIPTION AND ASSUMPTIONS

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority, will utilize the services of URS Corporation (URS) to prepare the Project Report and Environmental Document for the State Route 210 (SR-210)/Base Line Interchange Improvement Project(Project) within the City of Highland. Coordination between SANBAG, URS, California Department of Transportation (Caltrans), City of Highland and other local agencies will be accomplished through the SANBAG Director of Project Delivery or his designee.

The SANBAG Project Manager for this contract shall be:

Khalil Saba, Project Delivery Manager

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

Project Description, Location and Scope

The Project purposes to widen existing Base Line between Buckeye Street and Seine Avenue and to improve the SR-210/Base Line interchange. The SR-210/Base Line interchange was constructed in the early 1990's when the mainline SR-210 freeway was originally constructed.

In May 2008, Caltrans approved a Project Study Report/Project Development Support (PSR-PDS), which identified one build alternative to increase capacity of SR-210 from I-215 to I-10. In April 2012, SANBAG initiated a contract with URS to prepare a Project Report and Environmental Document to widen a segment of SR-210 from Highland Avenue to San Bernardino Avenue by adding one mixed flow lane in each direction of the freeway. The freeway widening project also includes the creation of auxiliary lanes between the Base Line interchange and the 5th Street interchange and an eastbound acceleration lane from the 5th Street entrance ramp. The SR-210/Base Line interchange lies within the segment of SR-210 proposed for widening in the URS contract.

In September 2010, The City of Highland completed a Traffic Study to identify potential improvements at the SR-210/Base Line interchange that would be compatible with the proposed SR-210 mainline improvements. The City Traffic Study established the preferred Base Line 2040 Master Plan Configuration for Base Line between Church Avenue and Boulder Avenue. The preferred alternative was called the Proposed Minimal Improvements Alternative, which includes minor widening of Base Line from Church Avenue to the freeway interchange and from the freeway interchange to Boulder Avenue. At the interchange it was proposed to widen the overcrossing structure to accommodate 3 through lanes westbound, 2 through lanes eastbound and dual left turn lanes with one of left turn lanes configured "back-to-back" for a total of 8 lanes across the structure.

The City of Highland prepared a planning study, environmental documentation and final designs to implement a portion of the Base Line improvements east of the interchange. The City's project includes:

- Widening eastbound Base Line to the south to add a right turn lane to southbound Siene Avenue
- Widening southbound Siene Avenue at Base Line to add a right turn lane to westbound Base Line
- Widening southbound Siene Avenue at Base Line to add a second left turn lane to westbound Base Line
- Add a raised median island from Siene Avenue to Boulder Avenue

It is anticipated that the City's improvement project will be constructed by the end of 2013.

SANBAG reviewed the City of Highland's Base Line 2040 Master Plan Configuration Traffic Study and expanded the improvement recommendations to include the interchange ramps and connections to the mainline freeway. SANBAG prepared a summarized study of the interchange improvements in August 2012. SANBAG recommended the following interchange ramp improvements:

- Widen the westbound Base Line entrance ramp to 2 mixed flow lanes and one HOV preferential lane
- Widen the eastbound Base Line entrance ramp to 2 mixed flow lanes and one HOV preferential lane
- Widen the westbound exit ramp to 2 lanes and expanding to 3 lanes at the ramp terminal intersection
- For the westbound exit ramp, create a two-lane exit ramp at the ramp junction with SR-210
- Install ramp metering systems on both eastbound and westbound entrance ramps

Therefore, based on current data and information, SANBAG anticipates the scope of the proposed SR-210/Base Line Interchange Improvement Project to include:

1. Widen eastbound Base Line from several hundred feet east of Buckeye Street to the eastern curb return of the westbound ramp terminal intersection. Widen westbound Base Line from the westerly curb return of the Base Line/Siene Avenue intersection improvements to Buckeye Street
2. Widen the overcrossing structure to 8 lanes (3 westbound through lanes, 2 eastbound through lanes, dual left turn lanes with one back-to-back left turn lane)
3. Widen the Base Line interchange entrance ramps to 2 mixed flow lanes plus one HOV preferential lane
4. Widen the westbound exit ramp to 2 lanes, expanding to 3 lanes at the ramp terminal intersection
5. Create a two-lane exit at the Base Line westbound exit ramp junction

The attached Project Overview Exhibit graphically depicts the project limits included and defined in this scope of work. Work outside these limits is not included in the scope and fee. SANBAG Sales Tax Measure I funds will be used to cover the cost of the preparation of the

Project Report and Environmental Document. Future project phases, including construction, are anticipated to be funded from a variety of local, State and federal sources.

Applicable Standards

All documents will be prepared in accordance with current SANBAG, Caltrans and City of Highland (City) regulations, policies, procedures, manuals and standards; where applicable.

Services Performed by URS

URS will be responsible for the Services outlined in this Scope of Services. URS services will conform to the standards, criteria and requirements of this Scope of Services and will include the studies, reports, drawings and estimates necessary to complete the Project.

General Description of Required Services

A. URS shall carry out the directions as received only from SANBAG's Director of Project Delivery or designee. In addition, URS shall cooperate with other agencies and other consultants providing services for this Project and for adjacent projects, as necessary.

B. It is not the intent of the foregoing paragraph to relieve URS of professional responsibility during the performance of this Scope of Services. In those instances where URS believes a better design or solution to a problem is possible, URS shall promptly notify SANBAG's Director of Project Delivery or designee of these concerns, together with reasons therefor.

C. URS shall have sole responsibility for the accuracy and completeness of the reports, drawings, estimates and related material prepared by URS for the Project. URS shall independently check and identify the engineer and checker for all such material prior to any submittal. The drawings, concepts, reports and documentation will be reviewed by SANBAG, and/or SANBAG's designee for peer reviews, overall project consistency and verification of implementation of URS' Quality Assurance/Quality Control process. URS is subject to audits by SANBAG or SANBAG's designee for implementation of a Quality Assurance/Quality Control process.

D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.

E. The title sheet for reports, each drawing and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.

F. URS shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.

G. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion or revisions to the Scope of Services will not be made without prior written approval from SANBAG. URS shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.

H. URS shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by SANBAG. URS shall perform all changes in accordance with the terms and conditions of this Contract.

I. At the completion of this Scope of Services, all electronic files and correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS and the City of Highland, as appropriate. This includes all working data, field data and background information used in creating the deliverables listed in the Scope of Services.

J. URS will submit all final drawings and reports on CD using a file format acceptable to SANBAG. The electronic files shall include the engineer's electronic signature and seal. URS shall verify the latest version of software used prior to submittal.

K. URS will obtain, at its expense, all applicable Manuals and Standard Plans.

L. In the event that non-standard features are necessary, URS will prepare the necessary Fact Sheets for Design Exceptions following SANBAG directions.

M. URS shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety and environmental considerations. If at any time during the performance of this Scope of Services, URS observes, encounters or identifies any circumstance that could pose potential risk, URS shall notify SANBAG immediately.

N. URS will coordinate with all agencies involved or potentially impacted by the Project. URS will inform SANBAG prior to all contacts, meetings and correspondence. URS will also be required to coordinate activities with adjacent projects.

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

The following scope of work is to prepare the preliminary engineering, Project Report, environmental technical studies and Environmental Document for the SR-210/Base Line Interchange Improvement Project, as described above. Within this scope of work, the Project is referred to as the SR-210/Base Line Interchange Improvement Project, or the Project for brevity.

The Project includes the following improvement elements that have been defined by the City of Highland and SANBAG:

- Widen Base Line through the interchange to meet the planned lane configurations of Base Line in accordance with the City of Highland's concept study. Widening through the interchange will connect back to existing Base Line as quickly as possible west and east of the ramp terminal intersections to minimize work along Base Line away from the interchange.
- The entrance ramps will be widened to accommodate an HOV preferential lane (total of three lanes prior to the ramp metering limit lines).
- The westbound exit ramp will be widened to two lanes and expanded to three lanes at the ramp terminal connection to Base Line.
- Create a two-lane exit at the westbound ramp junction.
- No work is included on the eastbound exit ramp.
- Widening of Base Line between Buckeye Street and the eastbound ramps is included; westbound from the freeway ramps to the easterly curb return of Buckeye Street and eastbound from the service station driveway to the freeway ramps to accommodate a right turn pocket leading to the eastbound entrance ramp.
- Widening of Base Line between Seine Avenue and the westbound freeway ramps is included in the westbound direction only from the westerly curb return of proposed Seine Avenue improvements to the freeway ramps to accommodate a right turn pocket leading to the westbound entrance ramp.
- West of the freeway project, Base Line widening and raised median improvements from Buckeye Street and the westerly driveway of the service station to west of Church Avenue are not included as part of this interchange improvement project. These improvements will be addressed as a separate City of Highland project in the future.
- East of the freeway project, Base Line widening and raised median improvements from Seine Avenue to Boulder Avenue are not included as part of this interchange improvement project. These improvements are either already being constructed or will be addressed as a separate City of Highland project in the future.
- Auxiliary lanes between Base Line and 5th Street-Greenspot Road are already being contemplated and included within the proposed improvements for the SR-210 Mixed Flow Lane Addition project; therefore, they will not be addressed as part of the interchange improvement project for the eastbound entrance ramp or the westbound exit ramp.
- No auxiliary lanes are contemplated between Base Line and the SR-330 freeway-to-freeway interchange and they are not included in the Base Line interchange project studies.
- No work is anticipated on the connector ramps of the SR-210/SR-330 Junction.

- Storm water quality Best Management Practice (BMP) features will be considered as part of the Project at select locations where identified benefits outweigh impacts.
- New or modified drainage systems within the ramp shoulders and in-field areas or new roadside swales (such as biofiltration BMPs) will be studied to convey both storm water quality flows and peak flows to existing outlets and historically identified off-site drainage facilities.
- Ramp metering systems will be included on the eastbound and westbound entrance ramps of the SR-210/Base Line interchange.
- HOV preferential lanes will be added to the two existing entrance ramps.
- No new right of way is expected to be required for the Project. Temporary construction easements may be needed in narrow locations to facilitate construction and will need to be identified, to the extent possible.
- Several existing utilities will need to be studied for their impacts on the interchange improvement and Base Line widening project.

2. NON-STANDARD MANDATORY AND ADVISORY DESIGN FEATURES

The following nonstandard design elements are known to exist within the project limits or are expected to be necessary to implement the proposed improvements.

Mandatory Design Standards:

- Interchange Spacing - Between Base Line and the SR-210/SR-330 junction.
- Interchange Spacing - Between Base Line and the 5th Street-Greenspot Road interchange.
- Stopping Sight Distance (Sag Vertical Curve) – Northbound Entrance Ramp
- Stopping Sight Distance (Crest Vertical Curve) – Northbound Entrance Ramp
- Lane Widths (11-foot lanes) – East and West of Ramp Terminal Intersections
- Distance Between Ramp and Local Road Intersections – Northbound Ramps and Seine Avenue
- Minimum Weave Length – Base Line to SR-330

Advisory Design Standards:

- Two Curb Returns for New Construction – Northbound and Southbound Ramp Terminal Intersections
- Superelevation Transitions – All ramps
- Superelevation Runoff – Northbound Entrance Ramp
- Algebraic Grade Difference < 2% - Northbound Entrance Ramp
- Median Width for Conventional Highways – Base Line
- Angle of Intersection – Northbound Entrance Ramp

- 4:1 Embankment Slopes – Ramp Widening

These nonstandard design features will be addressed in the appropriate Mandatory and Advisory Fact Sheet Exceptions to Design Standards.

Existing nonstandard design features related to the southbound exit ramp, where no improvements are proposed in this interchange improvement project, should not need to be justified through these project studies.

3. ASSUMPTIONS IN ADDITION TO THE PROJECT DESCRIPTION

The following additional assumptions have been made with regard to the proposed PS&E scope of work for the Project.

General Assumptions:

1. Only one Build alternative will be developed and analyzed in the various preliminary engineering and environmental technical studies.
2. The duration of the project to deliver the complete and approved Project Approval and Environmental Document is assumed to be 24 months.
3. The design will be prepared in English units.
4. No Project Study Report (PSR) or Preliminary Environmental Analysis Report (PEAR) will be prepared or required.
5. No Modified Access Report (MAR) will be prepared or required.
6. No issues related to Logical Termini or Independent Utility will be present based upon the City of Highland's proposed project improvements, alignment and limits.
7. Extensive traffic analyses and justification for the existing nonstandard interchange spacing between Base Line and the SR-210/SR-330 freeway-to-freeway interchange and between Base Line and the 5th Street-Greenspot Road interchange will not be required.
8. No Public Hearing or Public Informational Meeting is anticipated or included.

Data Collection Assumptions:

1. Aerial topographic mapping prepared for the SR-210 Mixed Flow Lane Addition project will be adequate for preliminary engineering and environmental studies.
2. Utility information will be requested and obtained from known utility owners and agencies. Data collection for utilities will focus on facilities within and adjacent to Base Line.

Roadway Design Assumptions:

1. The existing drainage systems will generally be maintained with the exception that an incremental increase in runoff due to widening of Base Line and the interchange ramps. Analysis and proposal of new inlets/systems will be estimated without laying out specific new systems and cost will be estimated as a percentage of the existing drainage improvements. Cross drainage systems are assumed to generally remain in place.
2. Detailed stage construction and traffic handling concepts should not be necessary for this PSR-PR phase since they are not anticipated to affect the disturbance footprint of the project.
3. New ramp meters will be considered at the SR-210/Base Line entrance ramps.

Bridge Design Assumptions:

1. Significant seismic retrofit of the existing overcrossing structure is not expected due to the relatively recent construction of this bridge.

Preliminary Drainage Report Assumptions:

1. The storm water quality BMP approach discussed in the draft Storm Water Data Report (PSR/PDS) for the SR-210 Mixed Flow Lane Addition project will be an acceptable approach for storm water treatment to be utilized for the interchange project.
2. Where design flows are required for analysis or design purposes at major flood control facilities that cross the freeway, the necessary design year Qs will be provided by the agency having jurisdiction over the facility so that hydrology of the entire tributary watershed does not need to be evaluated as part of the freeway widening project.

Environmental Document and Permitting Assumptions:

1. The National Environmental Policy Act (NEPA) Environmental Document will be a NEPA Categorical Exclusion (CE).
2. The California Environmental Quality Act (CEQA) Environmental Document will be a CEQA Initial Study (IS) and Mitigated Negative Declaration (MND).
3. Caltrans will be the Lead Agency for both CEQA and NEPA.
4. This scope assumes that, if required, no difficulties in identifying appropriate mitigation sites and/or banks will occur during permit processing. This scope and budget does not include creation of a compensatory mitigation plan for the project.
5. Any Waters of the United States (including wetland) impacts identified will remain at less than 0.5 acre and a Nationwide 404 permit will be appropriate.
6. It is assumed that the project would be processed under the United States Army Corps of Engineers (USACE) Nationwide Permit Program (NWP). This approach is expected to

involve authorization of NWP 14 – Linear Transportation Projects. The NWP 14 authorizes the improvement of linear transportation projects, provided that the impacts to jurisdictional waters do not exceed 0.5 acre. If project impacts to jurisdictional waters exceed the USACE NWP thresholds, or if the USACE District Engineer determines that the project would result in a significant adverse impact to the aquatic environment, then an Individual Permit would be required. Preparation of an Individual Permit and a 404(b) (1) alternatives analysis are not included in this scope of work.

7. For general pedestrian surveys and jurisdictional delineations, where access to the entire study area is not possible as a result of private property or other physical barriers, observations will be made from the public rights-of-way or other appropriate vantage points with binoculars and completed with aerial photographic interpretation.
8. This scope of work does not include the preparation of a California Endangered Species Act § 2080.1 consistency determination or 2081(b) State Incidental Take Permit.
9. No preconstruction clearance surveys are included within this scope of work.
10. This scope assumes that no focused plant or animal field surveys will be required for this project.
11. No permit application, processing or filing fees are included in the fee estimate.

Right of Way and Utilities Assumptions:

1. Minimal right of way impacts are anticipated for this interchange improvement project. No fee acquisitions have been assumed for this project as currently defined.
2. No Temporary Rights of Entry have been assumed for this project.
3. Impacts to existing utilities would only have the potential to occur within Base Line. Therefore, the scope of work assumes up to 3 existing utilities would be impacted and dispositioned in the Right of Way Data Sheet.
4. Potholing of existing underground utilities would be completed in final design; therefore, no utility potholing is included in this scope of work.

Project Management Assumptions:

1. One Project Development Team (PDT) meeting and one Trend Meeting between each of the PDT meetings are anticipated for each of 24 months of service. Half of the Trend Meetings will be face-to-face meetings at SANABG and half will be via conference call.
2. Support technical focused meetings will be provided. Technical focus meetings are assumed to occur once every other month, for a total of up to 7 meetings.
3. No specific Public Outreach effort is included in this scope of work. The project is considered to be non-controversial with minimal, if any, organized public opposition.

Project newsletters, websites, informational meetings and other collateral materials are not anticipated to be necessary for this project.

4. PROJECT SCHEDULE

The project duration is assumed to be 24 months to perform the PSR-PR related activities. For the purpose of this draft schedule, it is assumed that the PSR-PR phase start date (formal Notice To Proceed) will be April 8, 2013.

The draft schedule allows for four weeks of formal Caltrans review and one additional week for Caltrans to consolidate the reviewers' comments for each of the primary deliverable submittals.

5. DETAILED SCOPE OF WORK

This section provides an assessment of the work tasks required for preliminary engineering and environmental technical studies to complete the Project and illustrates an understanding of the relationship between the work task items and the role the individual tasks play with respect to achieving the projects goals, meeting SANBAG's expectations and the methodology proposed for accomplishing the work.

2.100.10 PROJECT MANAGEMENT

2.100.10-1 COORDINATION AND MEETINGS

Project Development Team Meetings

Project Development Team (PDT) meetings will be scheduled and conducted with SANBAG, Caltrans, the City of Highland and other project stakeholders, on a monthly basis for the duration of the project. PDT meetings for SR-210/Base Line will be scheduled at Caltrans in conjunction with (immediately before or after) the SR-210 Mixed Flow Lane Addition PDT meetings. For the purposes of this scope, it is assumed that no more than 24 PDT meetings will be held. Meeting agendas and notes will be prepared for the PDT meetings and materials to support PDT meeting discussions will be assembled for use at the meetings.

Trend Meetings

Trend meetings will be scheduled and led as needed to monitor, review and discuss progress made on the project and issues that require resolution. For the purposes of this scope, it is assumed that no more than 24 trend meetings will be held; half will be held at SANBAG as face-to-face meetings and half will be conducted via conference call. Trend meetings for SR-210/Base Line will be scheduled with SANBAG in conjunction with (immediately before or after) the SR-210 Mixed Flow Lane Addition trend meetings.

Technical Meetings

Technical focus meetings will be scheduled and conducted as needed to resolve specific preliminary engineering and/or environmental coordination issues that may arise during

project development. For the purposes of this scope, it is assumed that one technical focus meeting will be held approximately every 4 months for a total of no more than 7 technical focus meetings. Effort for technical focus meetings is included in the preliminary engineering level of effort.

2.100.10-2 ADMINISTRATION

Project Management

This subtask includes coordinating staff and other resources to effectively manage and administer the project. This will ensure that the project objectives are being met by monitoring progress and taking corrective action, when necessary. An on-going liaison with the SANBAG Project Manager and other affected agencies will be maintained to promote effective coordination during the course of project development. This subtask also includes the oversight and monitoring of subconsultant partners on the team. Some of the anticipated project management and administrative activities are listed below:

- Status of the project including reporting work results and updating project information.
- Communication and distribution of project records and information including responses to internal and external requests for information about the project.
- Executing change control, as required
- Subconsultant administration
- Assignment of staff
- Distribution of work among the team members

Monthly Invoice and Progress Report

Monthly invoices will be prepared and submitted to SANBAG throughout the duration of the project. The invoice will include the costs expended the previous month (labor hours and direct expenses) from the reporting period and any problems/solutions that could impact the project.

Project Files

This subtask includes set up and maintenance of a project filing system to effectively manage the flow of information generated during the life of the project. The project files will be maintained in accordance with the Caltrans Uniform File System in hard copies and/or electronic formats.

2.100.10-2.5 Quality Assurance/Quality Control

This subtask includes quality assurance and quality control activities to ensure a quality set of PSR-PR documents. These activities are generally global quality assurance efforts including necessary Independent Technical Reviews, Inter-Disciplinary/Coordination

Reviews and Quality Assurance Auditing. Detailed quality control checking efforts are included in the various document production scope items and are not repeated here.

2.100.10-2.5.1 Independent Technical Reviews

Independent Technical Reviews are conducted for major submittals. The focus of these reviews is to consider the specific technical aspects of the studies within the various disciplines to make sure current practices and design guidance have been utilized in the development of the work products. Senior experts in their respective fields, who are not working on the day-to-day development of the preliminary engineering and environmental studies, will be assigned to conduct Independent Technical Reviews.

2.100.10-2.5.2 Inter-Disciplinary/Coordination Reviews

Inter-Disciplinary Reviews are primarily conducted at the major submittal milestones. These reviews are intended to ensure that the preliminary engineering and environmental studies from various disciplines are fully coordinated and that conflicts between the different elements of work are minimized. These reviews will be conducted by the Task Managers, by reviewing each other's designs for consistency with one-another's work. This is also the Project Manager's opportunity to review the individual submittals prior to submittal to make sure that comments have been properly addressed, directives from SANBAG or Caltrans have been appropriately incorporated and that the submittal is ready for distribution to appropriate reviewers.

2.100.10-2.5.3 Quality Assurance Documentation and Reporting

This subtask includes efforts to document the quality control process in writing for verification and auditing purposes. For major submittals, the forms and checklists used throughout the checking and quality control processes will be reviewed for completeness. The quality control forms and checklists require multiple signatures and approvals to ensure all quality assurance steps have been taken. After the quality control documents have been checked, they can be bound in a record of the process and even included in the submittal, if desired by SANBAG. The level of effort is assumed to be no more than 1 hour per month.

2.100.10-3 INITIAL PROJECT CONTROLS

Project initiation activities will be performed in this subtask to set up the project and establish the project management and administrative controls to maintain the project scope, schedule and budget.

Project Execution Plan (PXP)

At the onset of this project, a Project Execution Plan will be prepared. This document meets the requirements for a project work plan and will be tailored to the specific needs and requirements of this project. The PXP includes information on contacts and communication protocols with respect to the project team and other stakeholders. The

PXP includes sufficient information to serve as the Communication Management Plan (CMP); therefore, a stand-alone CMP is not anticipated to be developed for this project.

Quality Assurance/Quality Control (QA/QC) Plan

A project-specific QA/QC Plan will be prepared and included in the PXP. The QA/QC Plan will comply with the SANBAG Quality Assurance procedures found on SANBAG's internet website: www.sanbag.ca.gov under Bids, RFPs and RFQs.

Target Schedule (PSR-PR)

A draft Target Schedule will be prepared that outlines the important tasks and their inter-relationships that are necessary to complete the PSR-PR. The detailed project activities will be based on the tasks and major subtasks identified in this scope. The Target Schedule will be logical, complete and allow for SANBAG quality peer reviews as required by SANBAG's Quality Assurance procedures. After reviewing the Target Schedule with SANBAG and updating it as necessary, the Target Schedule will be reviewed and discussed with Caltrans to confirm that their staff will be able to meet the milestone obligations that are inherent in the schedule. If changes are necessary, they will be concurred with all parties and a final Target Schedule will be produced and distributed. Progress Schedule updates are included under administration and project management elsewhere in this scope of work.

2.150 DEVELOP PROJECT INITIATION DOCUMENT

Activities associated with the Project Initiation Document are combined with the Project Report. Following lists the cross reference between the Project Study Report and Project Report.

- 2.150.05.05 REVIEW OF EXISTING REPORTS STUDIES AND MAPPING (160.05)**
- 2.150.05.15 UTILITY SEARCH (160.10)**
- 2.150.05.25 TRAFFIC FORECASTS/MODELING (160.10.10)**
- 2.150.05.35 PROBLEM DEFINITION (160.05.30)**
- 2.150.15.05 RIGHT OF WAY DATA SHEETS (160.10.40)**
- 2.150.15.10 UTILITY RELOCATION REQUIREMENTS ASSESSMENT (160.10.45)**
- 2.150.15.25 PRELIMINARY MATERIALS REPORT (160.10.75)**
- 2.150.15.30 STRUCTURES ADVANCE PLANNING STUDY (160.10.85)**
- 2.150.15.45 TRAFFIC CAPACITY ANALYSIS (160.10.10)**
- 2.150.15.60 PRELIMINARY TRANSPORTATION MANAGEMENT PLAN (160.10.70)**
- 2.150.25.10 APPROVED EXCEPTIONS TO DESIGN STANDARDS (160.15.15)**
- 2.150.25.25 STORM WATER DATA REPORT (160.10.25)**

2.160 PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT

2.160.05 REVIEW UPDATED PROJECT INFORMATION

2.160.05-1 ENCROACHMENT PERMIT APPLICATION

The Encroachment Permit from the SR-210 Mixed Flow Lane Addition project will be used for the interchange improvement project in order to conduct anticipated field related work within the Caltrans right of way. This is anticipated to be a no fee permit from Caltrans and will cover field activities for roadway, traffic and structures engineers and environmental planners and scientists that need specific existing condition and/or survey information from the field. Separate Encroachment Permit Applications will be filed for field work related to land surveying activities.

2.160.05-2 REFERENCE MATERIALS

Reference materials will be researched and obtained from Caltrans, the County of San Bernardino, the San Bernardino County Flood Control District (SBCFCD), the City of Highland and other jurisdictional agencies. Anticipated materials include freeway and local roadway as-built plans, existing right of way maps, assessor parcel maps/property data, drainage studies, record drawings and other pertinent information available for the project corridor and adjacent areas. Related previous studies will also be obtained and reviewed for use in the project studies. These would include the Base Line 2040 Master Plan Configuration Traffic Study, the Base Line/Seine Avenue improvement plans and related documents and Base Line Seine Avenue environmental studies. The information will be reviewed and compiled and utilized in the preparation of various studies and submittal documents.

2.160.05-3 SITE VISITS AND FIELD REVIEWS

Site visits and field reviews will be conducted by the project team, as necessary, to investigate existing site conditions and to verify and confirm various field conditions that may assist the team in advancing the preparation of project studies, preliminary engineering and environmental studies. For the purposes of this scope of work it is assumed that up to 3 site visits will be conducted by various staff members.

2.160.05-4 UTILITY DATA

Owners and agencies having jurisdiction over existing utilities known or expected to occur within the project limits will be contacted to provide as-built drawings, index maps and/or record drawings of their facilities. These documents should show the locations and types of existing utilities that cross or lie within the existing interchange and/or Base Line right of way. Of particular focus will be underground utilities that exist in Base Line and cross over the freeway or beyond the overcrossing structure within the street where widening or other improvements are anticipated. Where it appears that existing utility information is missing, either through field reviews or cross-referencing from other reference documents, utility agencies and owners will be contacted again to obtain copies of the missing information. The existing utility information collected and reviewed in this task will be used in the preparation of

the existing utility composite base mapping. Potholing of existing underground utilities is not anticipated to be necessary at this phase of the project (PSR-PR). Similarly, field surveying of existing utilities, except to the extent identifiable from aerial mapping, will not be conducted in this phase of the project.

2.160.05-5 BASE MAPPING

The data collection subtasks and activities identified in Task 2.160.05 will be combined with the aerial topographic mapping tasks to produce base maps from which project studies will be prepared. The base maps will be prepared in Microstation CAD format and will include pertinent elements from as-built drawings, right of way and assessor parcel maps and existing utilities. Depending upon the work product, the appropriate features will be shown on the base maps.

2.160.10 ENGINEERING STUDIES

This scope involves the technical engineering studies and preliminary design work required for the preparation of a Project Report, development and refinement of the viable project Build Alternative and initiation of final design efforts. The engineering studies will also support and supplement the environmental technical studies and Environmental Document. The primary objective from an environmental standpoint will be to define the project footprint and the potential area of disturbance that the project may have if implemented. The engineering studies performed and reports prepared will meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual and other pertinent Caltrans guidance.

2.160.10-1 TRAFFIC STUDIES

Traffic Forecasts/Modeling

Relevant travel-demand and travel forecast data will be collected and analyzed to generate traffic volume forecasts to be used in the traffic operational analysis. Both existing traffic count data and traffic model data will be used.

Existing mainline and ramp data [Average Daily Traffic (ADT), AM/PM peak hour volumes, directional splits, truck percentages, etc.] will be gathered from Caltrans. Existing AM and PM peak hour turning movement counts at up to five intersections will be collected. These include the following:

- Base Line/Church Avenue
- Eastbound SR-210 Ramps/Base Line
- Westbound SR-210 Ramps/Base Line
- Base Line/Siene Avenue
- Base Line/Boulder Avenue

This data will be utilized to document existing ADT, AM peak hour and PM peak hour conditions within the study area.

For future year traffic volume forecasts, traffic model projections will be obtained through SANBAG from the SBTAM Traffic Demand Model. This effort will be coordinated closely with SANBAG staff to confirm that the design traffic model includes (or excludes) the appropriate land use and future year roadway network assumptions. It is assumed that only one future year traffic forecast will be prepared to be used for both the future year No Build and future year Build scenarios.

The SBTAM traffic model will provide baseline 2008 traffic volumes and future year 2035 traffic volumes. Utilizing an average calculated growth rate between the baseline and future year traffic model outputs, the opening year 2020 and future year 2040 traffic volumes will be calculated.

Detailed traffic volume forecasts (ADT, AM peak hour and PM peak hour) for the study area will be prepared for use in the project studies. The assumed traffic study area includes Base Line from Church Avenue to Boulder Avenue and the existing SR-210/Base Line ramp terminal intersections. The adjacent interchanges (SR-330 and 5th Street) are not physically affected by the proposed SR-210/Base Line interchange improvements; therefore, traffic volume counts and projections at the adjacent interchanges are not needed for this study.

Traffic Operational Analysis

The traffic analysis will be used to evaluate operations related to the proposed improvements at the SR-210/Base Line interchange.

A thorough reconnaissance and detailed review of existing traffic conditions will be performed within the project study area. This task includes, but is not limited to, field review, data collection efforts and review of any previous studies and analyses prepared by the City of Highland. Such material will be consulted for existing traffic data and operating conditions, existing facility geometry and possibly any previously established regional transportation modeling data.

A traffic operations analysis will be conducted to document the level of service that would be expected within the study area for the existing, opening year, future year No Build and future year Build scenarios. The following tasks will be completed as part of this effort:

- Intersection capacity analyses will be prepared for the five study area intersections using Highway Capacity Manual (HCM) 2010 methodologies. Average vehicle delays and queueing analyses will be performed between the ramp terminal intersections only using SYNCHRO 8.0.

- Ramp junction analyses will be prepared for the four ramp connections to the mainline SR-210 freeway. Ramp levels of service will be prepared using the HCM 2010 methodologies. The ramp junction and weaving analyses will be conducted using the methodologies prescribed in the Caltrans Highway Design Manual.
- Traffic operational deficiencies based on the analyses discussed above, will be noted and measures to mitigate adverse traffic operational impacts, such as ramp metering, will be identified to the extent possible.

These traffic impact analyses will be documented in a Traffic Operations Analysis Report (TOAR), which will be used as a supporting study for the Environmental Document, the Project Report, Fact Sheets, etc., as applicable.

2.160.10-2 HYDRAULICS/HYDROLOGY STUDIES

Preliminary drainage information will be developed for identifying potential impacts and for cost estimating purposes. A Preliminary Drainage Report and Storm Water Data Report (SWDR) will be prepared.

2.160.10-2.1 Preliminary Drainage Report

Existing drainage reports for the onsite and cross culvert freeway facilities will be obtained from Caltrans District 8. Drainage reports for major offsite drainage systems that cross or closely parallel the freeway and may be impacted by the project will be obtained from local agencies such as the San Bernardino County Flood Control District (SBCFCD) and the City of Highland, as applicable.

A Preliminary Drainage Report will be developed that includes pertinent hydrology and/or hydraulic data from available sources, assumptions, preliminary calculations and conclusions for major offsite and onsite storm drain systems. The Preliminary Drainage Report will include a concept drainage plan and concept BMP plan for the purposes of identifying environmental impacts and estimating construction costs for drainage improvements. The Preliminary Drainage Report will focus on major drainage features that affect the project and not on standard interchange drainage systems and typical conditions that can be estimated with percentages from historical data. The Preliminary Drainage Report will follow the outline and guidance provided in Caltrans District 8's Memorandum, "District 8 Drainage Report Submittal Guidance, Preliminary Drainage Reports", dated July 1, 2010.

2.160.10-2.2 Storm Water Data Report

The Storm Water Data Report (SWDR) prepared for the SR-210 Mixed Flow Lane Addition project will be used to prepare a SWDR for the interchange project. The SWDR will provide an assessment of alternative permanent treatment Best Management Practices (BMPs) to be considered for implementation as part of the project to minimize impacts to water quality. The SWDR for the PSR-PR phase of the project will follow the Caltrans SWDR template available at the initiation of the PSR-PR studies.

2.160.10-3 RIGHT OF WAY DATA SHEETS

2.160.10-3.1 *Right of Way Data Sheet*

Impacts on existing right of way due to implementation of the proposed project will be estimated using a combination of geometric concepts, grading assumptions and engineering judgment. It is anticipated that all of the proposed improvements can be constructed within existing public rights of way and that no new right of way (fee acquisitions) will be required for the interchange improvement project. Retaining walls are expected to be used along ramps, as necessary, to minimize the need for new right of way. Areas of potential temporary construction easements (TCEs) may be identifiable at this stage and they will be depicted graphically on the geometric exhibits to the extent known.

A Right of Way Data Sheet will be prepared for the Build Alternative as required by Caltrans. No relocations are anticipated for the project. Preparation of the Right of Way Data Sheet includes performing a review of the proposed right of way requirements and alternatives and preparing individual parcel estimates for parcels identified by the project team, if any.

Right of way utility estimates will be prepared based on the impacts created by the proposed project. Up to 3 existing utilities are anticipated to be impacted by the proposed interchange improvement project. From these estimates, a Right of Way Data Sheet will be developed to summarize utility activities in the standard Caltrans Right of Way Data Sheet format.

2.160.10-3.2 *Temporary Rights of Entry*

There are no Temporary Rights of Entry anticipated for the SR-210/Base Line interchange improvement project.

2.160.10-4 PRELIMINARY GEOTECHNICAL INFORMATION

Preliminary geotechnical information will be developed for use in estimating construction costs of the project. A Preliminary Materials Report and a Pavement Life Cycle Cost Analysis will be prepared to support the preliminary engineering and environmental studies.

2.160.10-4.1 *Preliminary Materials Report*

A Preliminary Materials Report (PMR) will be prepared to provide preliminary recommendations for pavement structural sections and earthwork recommendations. Results of this assessment will be used as the basis for estimating project construction costs.

The PMR will be prepared in accordance with Caltrans Highway Design Manual (HDM) Topic 114 and Caltrans CTM 130. The PMR will contain preliminary information on the following to the extent that existing data is available:

- Regional Geology and Climatic Conditions
- Subsurface and Groundwater Conditions
- Embankments
- Fill and Cut Slope Stability
- Pavement Structural Section Recommendations
- Culverts and Other Drainage Materials
- Corrosion Information

The PMR will be based on existing data including knowledge of the geology in the area, geotechnical data, previous materials reports and as-built plans. The local Caltrans Materials Branch will be consulted to review files for existing reports and plans. A summary of this data and information will form the basis for preliminary recommendations for R values and pavement structural sections. This information will be presented in the PMR.

2.160.10-4.2 Pavement Life Cycle Cost Analysis

A Pavement Life Cycle Cost Analysis (LCCA) will be performed to identify preliminarily the most cost effective pavement structural sections to be considered for the project. The SR-210/Base Line ramps and Base Line will be studied. Any mainline pavement will rely on the SR-210 Mixed Flow Lane Addition LCCA and therefore will not be studied in this LCCA.

2.160.10-4.3 Structure Preliminary Geotechnical Reports

A Structure Preliminary Geotechnical Report (SPGR) will be prepared for the Base Line overcrossing widening in accordance with Caltrans' "Foundation Report Preparation for Bridge Foundations" (Caltrans 2009). The scope of the SPGR includes a site reconnaissance, literature review, review of as-built plans, review of log of test boring sheets, evaluation of subsurface soil and ground water conditions, evaluation of seismic hazards including developing an ARS curve, preliminary evaluation of liquefaction potential, evaluation of feasible foundation types, preliminary foundation capacities and construction issues. Key geotechnical issues will be identified and recommendations will be made for future geotechnical investigations that are expected to be necessary for final design. Since no field geotechnical sampling is included in this PSR-PR phase of the project, recommendations and data will be obtained from available existing resources.

2.160.10-5 VALUE ANALYSIS

It is assumed that a Value Analysis will not be required for the SR-210/Base Line interchange improvement project. A formal Value Analysis study is typically required for projects with cost estimates in excess of \$30 million; however, the conceptual cost estimates prepared by SANBAG indicate that the project will be less than \$30 million.

2.160.10-6 STRUCTURE ADVANCE PLANNING STUDIES

A preliminary structure design for the purpose of establishing reliable cost estimates and evaluating potential environmental impacts will be developed for the overcrossing widening. An Advance Planning Study (APS) will be prepared in accordance with Caltrans' current guidelines for APS documents. Existing data that could influence the design of the widened structure will be collected and reviewed. This includes site seismicity, geotechnical information and reports and right of way information. The APS document will include an engineering study, development of a Structure General Plan, an itemized construction cost estimate, an APS Design Memorandum and an APS Checklist.

2.160.10-7 PRELIMINARY TRANSPORTATION MANAGEMENT PLAN

A Transportation Management Plan (TMP) Data Sheet will be prepared in support of the Project Report. The anticipated TMP strategies will be identified in the checklist and their respective costs estimated for input into the overall construction cost estimates for the project. It is not anticipated that major freeway mainline closures will be required for this project; however, short-term, nighttime freeway closures may be necessary to implement falsework and/or certain traffic handling elements such as k-rail placement. Therefore, the feasibility of short-term detours utilizing local surface streets will be assessed. Preparation of preliminary Traffic Handling Plans should not be needed during this PSR-PR phase of project development and they are not included in this scope of work. The primary objective of the TMP Data Sheet and supporting analyses is to estimate the costs of transportation management and to identify any environmental impacts that project sequencing/construction staging may have on the traveling public or adjacent land uses.

2.160.10-8 CONCEPT ALTERNATIVE GEOMETRICS

This task includes efforts required to develop the improvement alternative that has been proposed by the City of Highland and advanced by SANBAG. Conceptual geometrics include layouts and typical cross sections. Profiles and superelevation diagrams will not be necessary to define the project footprint and are not included in this scope of work. Existing, or if necessary, proposed nonstandard design features will be identified as part of this task.

2.160.10-8.1 *Concept Geometric Layouts and Typical Cross Sections*

Concept geometric layouts will be prepared on the base mapping to address the needs of the project. It is anticipated that concept layouts will include the preliminary concept advanced by SANBAG. The western and eastern transitions will be developed to the

extent necessary to establish the project footprint and impacts. Also, geometrics of the transitions will be advanced to the point where compliance with the Caltrans Highway Design Manual (HDM) can be confirmed or exceptions noted. Again, since the improvements are essentially widenings, it will not be necessary to develop profiles or superelevation designs for these areas since they will necessarily follow the existing profiles and superelevation of the existing mainline and ramps. This level of effort assumes that only one Build Alternative will be developed for the project.

2.160.10-8.2 Mandatory and Advisory Design Exception Fact Sheets

In association with the development of concept geometrics for the project, nonstandard design features (existing and proposed) will be identified. This will require a review of the existing design elements that are not proposed for improvement by the proposed project. Research of as-built drawings and an assessment of the existing mapping will be used to determine areas of existing nonstandard design features. Proposal of new nonstandard design features will be minimized to the extent possible; however, as currently proposed there are many nonstandard design features inherent in the conceptual design and the existing interchange. It is anticipated that up to seven Mandatory Design Exceptions and up to seven Advisory Design Exceptions will be needed for the project.

2.160.10-9 PRELIMINARY COST ESTIMATES

Preliminary construction cost estimates will be prepared for the Build Alternative. Major elements of work will be estimated based upon the preliminary engineering drawings produced. Minor work elements will be estimated with percentages where appropriate and through engineering judgment. The cost estimate will be produced using Caltrans' "6-page Preliminary Engineering Cost Estimate" template. Costs will be segregated by trade such as earthwork, pavement, drainage, traffic, structures, right of way and utilities. Also, support costs for final design, right of way acquisition (if any) and construction management will be estimated based upon reasonable industry percentages.

2.160.15 DRAFT PROJECT REPORT

A Draft Project Report (DPR) following Caltrans' report template and format will be prepared. The DPR shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of nonstandard features will be closely coordinated with the SANBAG Project Manager and the City of Highland to confirm acceptability by SANBAG and the City.

The anticipated applicability of the various Project Report sections from the Caltrans "Outline for Project Reports" is highlighted in the following:

- Introduction - [Included]
- Recommendation - [DPR recommends circulation only]

- **Background - [Includes Project History and Existing Facility, Community Interaction is anticipated to be minimal]**
- **Need and Purpose - [Includes Deficiencies, Regional and System Planning and an analysis of the Traffic Forecasting and Operational Problems]**
- **Alternatives - [One Build Alternative with Engineering Features, Nonstandard Design Features, Utility Involvement, Erosion Control, Noise Barriers, Roadway Rehabilitation and Upgrading, Structure Rehabilitation and Upgrading, Cost Estimates and Right of Way Data] [The following topics are not anticipated to be relevant to the project as currently envisioned: Interim Features, HOV Facilities, Park and Ride Facilities, Railroad Involvement and Highway Planting since these topics would not be pertinent for the interchange improvement project as currently defined] [Other Rejected Alternatives are not anticipated due to the explicit nature of the project's current definition]**
- **Considerations Requiring Discussion - [Includes Hazardous Waste, Resource Conservation, Right of Way Issues (minimal), Environmental Issues (highlights from the DED), Air Quality Conformity, Title VI Considerations and Noise Abatement Decision (summary tables for the NADR)]**
- **Other Considerations - [Recommend Opportunity for a Public Hearing, Route Matters, Permit Requirements, Cooperative Agreements, Other Agreements, Preliminary TMP, Stage Construction, Accommodation of Oversized Loads and Graffiti Control]**
- **Programming - [Included]**
- **Reviews - [Included, as appropriate]**
- **Project Personnel - [Included]**
- **Attachments - [Signed DED, Location Map, Concept Improvement Maps, Typical Sections, DPR Cost Estimate, Right of Way Data Sheet and Structure Advance Planning Studies]**

The DPR will be prepared and submitted to SANBAG and the City of Highland for an initial review. SANBAG's and the City's comments will be addresses and a revised 1st Draft DPR will be produced and submitted to Caltrans. After Caltrans' review, comments will be dispositioned and a 2nd Draft DPR will be prepared and submitted for approval by Caltrans. If additional comments are received on the 2nd Draft DPR, a Comment Resolution Meeting will be scheduled with Caltrans to develop mutually acceptable responses and document revisions. The 3rd Draft DPR will then be produced and submitted to Caltrans for signature approval.

2.160.20 ENGINEERING AND LAND NET SURVEYS

For the purposes of aerial topographic surveys, the project limits cover the SR-210/Base Line interchange area from approximately Buckeye Street (western terminus) to approximately Seine Avenue (eastern terminus). Ramp improvements are contemplated on both entrance ramps and the westbound exit ramp; however, the topographic mapping for those ramps is already available from the mainline SR-210 Mixed Flow Lane Addition project. In addition to the specific project limits defined by the join locations of the proposed street improvements along Base Line, it is proposed to map an additional area to the west extending to

approximately Church Avenue and an additional area to the east extending approximately to Boulder Avenue. Aerial topographic mapping and right of way base mapping that is already available from the mainline project will be used to the extent possible. This scope of work and level of effort estimate is for the additional mapping needed for the interchange studies beyond what is already available from the mainline project. All mapping will be compiled in conformance with existing Caltrans mapping standards. All mapping deliverables will be provided in Microstation V8 seed.

2.160.20-1 SURVEY CONTROL

Adequate cadastral monuments will be located in the project area to establish record centerline and right of way for Base Line. Survey crews will set aerial photogrammetric and profile targets in conformance with the aerial flight plan. All targets will be painted using nontoxic, water-soluble paint. Where possible, these targets will be centered on existing cadastral monuments. Where no such monument is found, the surveyors will set a semi-permanent monument to define the center of the target. All surveying and mapping for this project will be completed in English units of measurement. Horizontal datum for this mapping will be the North American Datum of 1983 (NAD83). Vertical datum will be the North American Vertical Datum of 1988 (NAVD88).

2.160.20-2 PHOTOGRAMMETRIC MAPPING

Color aerial photography will be obtained of the proposed site at a nominal photo scale of 1"=300' (1:3,600), which will be used to generate a 1" = 50' mapping with 2 foot contour intervals and covering at a minimum 200' each side of the Base Line centerline. The three step "ABC Process" of project survey submittals and approvals consisting of flight and control layout, AT adjustment and photo index and ultimately the final DGN files will be implemented during the course of this project. As a part of this delivery a Digital Ortho Photo will be produced and delivered.

2.160.20-3 RIGHT OF WAY BASE MAP

Major cadastral monuments will be field located in the project area to establish centerline and right of way for Base Line and the interchange ramps from record and available information obtained from SANBAG, Caltrans District 8, the City of Highland and the County of San Bernardino.

2.160.45 GADs, BASE MAPS AND PLAN SHEETS FOR PSR-PR DEVELOPMENT

Base maps and geometric approval drawings (GADs) for the preferred Build Alternative will be prepared near the conclusion of the PSR-PR study phase. GADs will include horizontal and vertical alignments and typical cross sections. Preparation of the GADs will be performed in close coordination with Caltrans Design staff and will build upon the concept geometric designs prepared by the City of Highland and later refined by SANBAG. The GADs will be prepared in accordance with Caltrans District 8 GAD Guidance.

2.165 ENVIRONMENTAL STUDIES & ENVIRONMENTAL DOCUMENT

2.165.05 PUBLIC AND AGENCY SCOPING

Formal scoping is not required by the project as currently defined. Therefore, a Notice of Preparation will not need to be prepared or circulated. Formal Agency and Public Scoping Meetings are not included in this scope of work.

2.165.10 GENERAL ENVIRONMENTAL STUDIES

General environmental studies will be performed to support the evaluation of the project Build Alternative and, if necessary, to support the environmental determination made under CEQA, NEPA and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report will be performed in consultation with the SANBAG Project Manager. All environmental studies performed and reports prepared will meet Caltrans requirements according to the Standard Environmental Reference (SER) website and other pertinent Caltrans guidance.

Environmental technical studies will be consistent with meeting the requirements of CEQA and NEPA, as well as related environmental statutes and regulations. The technical studies will be prepared to cover both related statutory documentation requirements and to support preparation of a joint NEPA/CEQA document required for project approval.

Preparation of environmental technical analyses and reports will follow local, state and federal environmental guidelines, primarily consisting of the Caltrans SER website, Caltrans *Project Development Procedures Manual*, local and state *CEQA Guidelines* and FHWA Technical Advisory 6640.81 *Guidance on Preparing and Processing Environmental and Section 4(f) Documents*. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

Unless otherwise noted, the deliverables for the environmental technical studies will be separately bound reports including a standardized project description, a methodology relevant to each topic area, description of the affected environment, impact assessment and mitigation measures. The screencheck technical study will be submitted to SANBAG (two copies) and the City of Highland (one copy) for review. After SANBAG and the City's reviews and incorporation of relevant comments, the document will be submitted to Caltrans (four copies) for review. Following Caltrans' review, a Draft of each technical study will be submitted to SANBAG (two copies), the City (one copy) and to Caltrans (four copies) for concurrent review. Following Caltrans', SANBAG's and the City's second review, it is assumed that a revisions workshop will be held to address any outstanding comments, if any comments remain. Following the revisions workshop a final version of each report will be prepared. The final technical studies (two copies to SANBAG, one copy to the City and four copies to Caltrans) will be submitted following the workshop for final concurrence (no additional comments are assumed to be received associated with the final concurrence review).

A specific scope of work has been included for each environmental technical study that is anticipated to be necessary for the project based on a review of existing project information. Five copies of each environmental technical study are anticipated to be delivered for each submittal.

2.165.10-1 COMMUNITY IMPACT ANALYSIS – LAND USE & GROWTH STUDIES

A Community Impact Assessment (CIA) will be prepared. The community impacts on neighborhoods, businesses and minority and low-income populations will be identified, as well as the project's consistency/compatibility with the existing and future land uses and plans in the area. It is assumed that the new CIA annotated outline that is being prepared by Caltrans and is currently in draft form will be followed. No major revisions to the draft annotated outline from February 2012 are anticipated or assumed. No farmlands analysis is assumed to be required or included.

The CIA will provide a clear description of the existing conditions, the potential impacts of the project on the community and how the project relates to other development (existing and proposed) in the area. The significance of the identified impacts, and mitigation measures to best avoid the adverse impacts resulting from the project will be identified and discussed, as appropriate.

Potential impacts to minority and low-income populations, if any, will be addressed in compliance with Executive Order 12898: Federal Actions to Address Environmental Justice in Minority and Low-Income Populations. Data from the 2000 U.S. Census (or 2010 where available) will be used to identify characteristics of populations within census block groups traversed by or adjacent to the proposed project. Community profiles will also be collected for the local project area, City, County, and the State of California to help identify regional and local trends in regards to demographics, local industry, occupations and tax base. Potential impacts during the construction phase due to access limits will be analyzed and measures to address these impacts proposed, if required.

Existing planning documents will be reviewed and potential beneficial and adverse land use impacts of the proposed project and mitigation measures, if required, will be identified.

2.165.10-2 VISUAL IMPACT ANALYSIS

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's *Visual Impact Assessment for Highway Projects*. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Memorandum or Minor VIA would be appropriate. Visual simulations are not required for a Visual Impact Memorandum and are optional for a Minor VIA. Due to the minimal potential for visual impacts associated with the proposed project, it is assumed that visual simulations will not be required or included.

2.165.10-3 NOISE STUDY REPORT

A Noise Study Report (NSR) evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project will be prepared. Because Caltrans oversight is involved, the report will be prepared in accordance with

procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

A site visit will be conducted to identify noise sensitive land uses and other features of the project area relevant to the noise study. The Caltrans District 8 noise specialist assigned to this project will be consulted to ensure that appropriate requirements are addressed.

A field noise study will be performed to quantify and assess existing noise conditions at the potential noise-sensitive areas. It is estimated that short-term (10 to 15 minutes duration) sound-level data will be collected at up to four (4) representative noise-sensitive locations throughout the area. In addition continuous 24-hour noise monitoring will be conducted at up to two locations if secure measurement locations can be identified.

Traffic noise modeling will be conducted related to the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5 and available traffic data. TNM will be used to model worst-noise-hour noise conditions at representative modeled receiver locations under existing conditions and design-year conditions with and without the proposed project.

Traffic noise impacts of the proposed project under 23 CFR 772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a substantial increase in noise at noise-sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement as defined in the Protocol will be evaluated and presented for use by decision makers in considering noise abatement. Potential construction noise impacts will also be evaluated using methods recommended by the U.S. Department of Transportation.

An NSR will be prepared addressing the requirements of 23 CFR 772 in accordance with guidance in the Protocol and following the noise analysis report format outlined in the Caltrans Technical Noise Supplement (TeNS). If warranted the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise walls needed to abate noise impacts. In accordance with Protocol guidance, the description of noise walls will be sufficient for environmental review of the proposed project, but not for final design of the walls. Abatement allowances will be provided for each wall evaluated.

2.165.10-4 NOISE ABATEMENT DECISION REPORT

After completion of the Noise Study Report, an analysis to determine the reasonableness and feasibility of proposed sound walls would be performed if noise impacts indicate the need for mitigation. However, at the location of the interchange, there are existing sound walls and/or screen walls shielding the residences adjacent to the interchange ramps and the adjacent homes in that area are high above the ramps and set back from the proposed improvements. A

Noise Abatement Decision Report (NADR) should not be required for this project and is not included.

2.165.10-5 AIR QUALITY STUDY

Air quality studies will be performed to assess potential air quality impacts. This task includes identification of sensitive receptors, collection of pertinent air quality data, performance of micro-scale modeling (if required) to predict future pollutant concentrations with the No Build and Build Alternatives, verification of Federal Clean Air Act conformity status of the project, coordination with regional air quality agencies to obtain concurrence in the conformity status of the project and preparation of an Air Quality Study Report. An Air Quality Conformity Report will also be prepared for approval by Caltrans and the Federal Highway Administration.

2.165.10-5.1 Regulatory Setting and Existing Conditions

Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project, and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (CARB) and the South Coast Air Quality Management District (SCAQMD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

2.165.10-5.2 Evaluation of Construction Emissions

Until recently, Caltrans District 8 procedures have included providing a qualitative discussion related to construction emissions. Based on new District requirements, it is assumed that a quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model.

2.165.10-5.3 Evaluation of Operations-Period Mass Emissions

Evaluate whether the project meets transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan (RTP) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California Association of Governments (SCAG). Regional criteria pollutant emissions will be quantified using project-level VMT and the Caltrans' CT-EMFAC emissions inventory model. Project-related criteria pollutant emissions will be compared to SCAQMD significance thresholds to determine significance under CEQA.

2.165.10-5.4 Localized Carbon Monoxide Hot Spot Analysis

Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of

Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate and that CALINE-4 dispersion modeling will not be required.

2.165.10-5.5 Localized PM_{2.5}/PM₁₀ Hot Spot Analysis

Analyze the degree to which project-related traffic volumes have a potential to affect local PM_{2.5} and PM₁₀ concentrations. It is assumed that a quantitative analysis that evaluates mobile-source and re-entrained dust emissions will be required by Caltrans to address PM_{2.5} and PM₁₀.

2.165.10-5.6 Mobile Source Air Toxics

Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA interim guidance on how MSATs should be addressed in NEPA documents. Extensive quantitative analyses will be required to address MSATs.

2.165.10-5.7 Climate Change/Greenhouse Gas Emissions

A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Consistent with current Caltrans policy, construction-period GHG emissions will not be quantified. Operations-period GHG emissions will be quantified using regional daily peak-period and non-peak-period vehicle miles traveled (VMT) apportioned into 5 mph speed bins for speeds between 5 mph and 75 mph; and the CT-EMFAC emissions model. A comparison of GHG emissions will be presented associated with the Build Alternative versus the No Build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change will also incorporate the most recent guidance found on the Caltrans SER website and Caltrans annotated outline.

2.165.10-5.8 Air Quality Conformity Analysis Report and Checklist

Under NEPA delegation, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. A separate Air Quality Conformity Analysis will be prepared using the annotated outline for this report on the Caltrans SER website at the time that the report is initiated and the Conformity Checklist will also be prepared based on the checklist that is available on the Caltrans SER website at the time that the Air Quality Conformity Analysis Report is prepared.

2.165.10-5.9 SCAG Transportation Conformity Working Group (TCWG)

The required Particulate Matter (PM) Conformity documentation will be completed and submitted to Caltrans for forwarding to SCAG for inclusion on the agenda for determining if the PM conformity analysis is sufficient for NEPA circulation. It is assumed the PM conformity analysis will be found to be sufficient and that no additional analysis will be required related to the TCWG determination.

2.165.10-5.10 Mitigation Measures

Mitigation measures will be identified, where applicable, to address significant air quality impacts, if present.

2.165.10-6 PALEONTOLOGY STUDY

Based on a preliminary review, the project appears to be located in an area that would be considered to have a high level of paleontological sensitivity at depths of greater than five feet. It is assumed that project excavations would not generally extend to five feet below original ground surface or proposed improvements would be located in areas of engineered embankments rather than in historically undisturbed soils. Therefore, it is assumed that no paleontological reports, including a Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER), will be required for the proposed project. A paleontological records search will be obtained and reviewed for the project; however, no report or evaluation within the Environmental Document is assumed.

2.165.10-7 HAZARDOUS WASTE INITIAL SITE ASSESSMENT

The purpose of the Initial Site Assessment (ISA) will be to review past and present land use practices, current site operations and conditions and nearby offsite (outside the State right of way) land uses to evaluate the potential for environmental impairment within the project limits. If, based upon this preliminary data review, a potential for environmental impairment or contamination is identified, further investigations may be recommended to evaluate whether subsurface contamination may exist at the locations identified (Phase II Preliminary Site Investigations). Efforts associated with such further investigations are not included in this scope of work.

The historical sources review will require a search of the properties to go as far back in history as it can be shown that the property contained structures or was first used for residential, agricultural, commercial, industrial or governmental purposes. If any substantial data gaps are identified within the project limits, they will be documented and their significance will be reported.

The hazardous waste assessment will be performed to identify and evaluate the potential for Recognized Environmental Conditions (REC) to occur in the project area. This task includes a literature search and review of historic information, interagency coordination with the appropriate agencies, field windshield/visual surveys and preparation of the Hazardous Waste Initial Site Assessment (ISA) Report.

2.165.10-9 LOCATION HYDRAULIC STUDY AND FLOODPLAIN EVALUATION REPORT

A Location Hydraulic Study will not be necessary for the interchange improvement project as currently defined.

2.165.15 BIOLOGICAL STUDIES

The Project's study area spans approximately 6.5 miles extending from the SR-210/I-10 interchange north to Highland Avenue, with the Project's disturbance footprint (Project Footprint) not anticipated to exceed the Caltrans Right of Way. The study area includes the disturbance footprint plus a range of buffers extending out to a maximum of 500 feet from permanent impact areas. Buffers will depend on specific survey requirements. This scope of work was developed to disclose and evaluate common and special status species, and identify potential aquatic resources within study area boundaries. Special status species include any species that has been afforded protection by federal, state, or local resources agencies (e.g., U.S. Fish and Wildlife Service [USFWS], California Department of Fish and Game [CDFG]) and/or resource conservation organizations (e.g., California Native Plant Society [CNPS]). The term "special-status species" excludes those avian species solely identified under Section 10 of the Migratory Bird Treaty Act (MBTA) for federal protection. Aquatic resources are defined as the potential limits of: U.S. Army Corps of Engineers (USACE) jurisdiction pursuant to Section 404 of the Clean Water Act (CWA); Regional Water Quality Control Board (RWQCB) legal authority in accordance with Section 401 of the CWA and as defined within Section 13050(e) (*et seq.*) of the California Water Code (CWC) via the Porter-Cologne Water Quality Control Act (Porter-Cologne); and CDFG jurisdiction pursuant to Section 1600 (*et seq.*) of the California Fish and Game Code (CFG Code)

The scope of work and level of effort estimate provided herein are based on judgment of the requirements and site-specific natural resource constraints known at the time of this proposal and takes into consideration various assumptions that were stated previously within this scope of work.

2.165.15-1 NATURAL ENVIRONMENT STUDY (MINIMAL IMPACTS)

A Natural Environment Study (Minimal Impacts) [NES (MI)] will be prepared in accordance with the Caltrans Environmental Handbook to document and evaluate habitats in the Project study area. Preparation of the NES (MI) includes the following subtasks:

2.165.15.1.1 Literature Review and Project Coordination

Prior to performing field surveys, an informal review of resource databases, local resource management plans, aerial photos, previously prepared environmental documents and any other readily available commercial data will be reviewed to determine the locations and types of biological resources that have the potential to exist in the study area and region. These resources include, but are not limited to, the National Wetland Inventory, California Department of Fish and Game (CDFG) Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California and USFWS file data and species lists. The literature review will support the development of all written deliverables within this scope of work.

A list of potentially-occurring, federally-listed plant and wildlife species will be requested from the U.S. Fish and Wildlife Service (USFWS) prior to initiating field surveys. If necessary, project staff will informally correspond with the applicable regulatory agencies (e.g., USFWS and CDFG) early on, and as needed, to identify potential requirements, additional data reporting requirements, surveys and information required to implement the Project. Informal agency consultation will be performed only following consent from SANBAG. This task includes project development meetings to be conducted with Caltrans and SANBAG.

2.165.15-1.2 *Natural Environment Study (Minimal Impacts) Report*

A general pedestrian-based biological survey of the study area will be conducted to document and evaluate on-site habitat and determine the potential for occurrence of biological resources to be addressed in the NES (MI). The field analysis and data collection will focus on identification and estimation of the approximate acreage of various vegetation and habitat communities, and the potential for occurrence of federally listed and state listed plant and wildlife species that would likely be affected by Project implementation based on habitats present. Based on initial Project review, no threatened and endangered plant and wildlife species are expected to occur within the study area and no protocol plant or wildlife surveys are anticipated.

Results of literature review and field studies will be synthesized into a NES (MI) Report that will support the Project Environmental Document pursuant to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The NES (MI) will include at a minimum, Project background information; applicable local, state, and federal regulations; agency coordination; methods and results of general surveys; species lists; impacts on vegetation communities, non-listed plant and wildlife species, avoidance, minimization, and mitigation measures developed for the Project; and a photolog of representative biological conditions present.

2.165.15-2 JURISDICTIONAL DELINEATION MEMO

A review of U.S. Geological Service (USGS) 7.5 minute topographic quadrangle maps, aerial maps, National Wetland Inventory (NWI) and Geographic Information Systems (GIS) database will be performed in order to identify any potential aquatic features present within the study area. A pedestrian-based field survey of the study area will be conducted to ensure no aquatic resources are present. The field survey results will be synthesized into a brief Jurisdictional Delineation Memo, which will be appended to, and summarized within, the NES (MI). Based on initial project review, no aquatic resources are anticipated to occur within the study area.

2.165.20 CULTURAL RESOURCES STUDIES

The proposed project improvements will be subject to compliance with Section 106 of the National Historic Preservation Act (NHPA). This requires consideration of potential project effects to historic properties including archaeological and historical resources listed in or eligible for listing in the National Register of Historic Places according to criteria listed in 36 CFR800. Caltrans administers Section 106 compliance on behalf of FHWA and requires that documentation conform to specifications contained in Caltrans SER website. As of January 1, 2004, cultural resource studies must be prepared and processed in accordance with the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program In California.*

A records search will be conducted at the San Bernardino County Information Center of the California Historical Resources Information System. This records search will consult California's database of previous studies and previously recorded sites within the proposed project area and within a 0.5-mile radius, per Caltrans guidelines. Historic maps and photographs will also be reviewed, if available. An Area of Potential Effect (APE) map will be established in consultation with SANBAG and Caltrans for obtaining Caltrans approval. The map will provide the survey boundaries for cultural resources to be evaluated during project studies. The APE map will be based on the total anticipated disturbance footprint associated with project activities (e.g., road widening/interchange construction, staging areas, drainage facilities and parcels containing impacted structures, if any). Also, the Native American Heritage Commission will be contacted for a review of the Sacred Lands File, and Native American groups will be consulted to request information regarding the types of potential cultural resources in the study area. Consultation will be conducted under the direction of Caltrans District 8 staff and appropriate and current state and federal regulations.

Following completion of the records search/review, a field survey of the APE will be conducted for archaeological resources. This scope of work assumes that no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (ASR) (Finding of No Archaeological Resources Present) will be prepared.

In addition, a qualified architectural historian will conduct a field survey of the proposed project area to record buildings, structures and historic features through photography and written descriptions. If buildings are substantially altered or are less than 50 years old, the qualified architectural historian can exempt them from further evaluation in accordance with the Section 106 Programmatic Agreement (PA). It is assumed that all buildings can be exempted under the Section 106 PA and that a Historical Resource Evaluation Report (HRER) will not be required. Resources that would likely not screen out under the Section 106 PA are located at: 1) southeast corner of Base Line and Stoney Creek Drive (single family homes); 2) First United Methodist Church located east of Church Avenue along the south side of Base Line (west of the Shell gas station parcel); and 3) Saint Adelaide Academy located west of Church Avenue along

the south side of Base Line. It is assumed that these parcels would be avoided entirely and that no permanent or temporary work on these parcels would occur.

It is also assumed that no resources will be identified that are eligible for listing on the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR).

Following completion and approval of the APE and detailed ASR discussed above, a summary document, the Historic Properties Survey Report (HPSR) will be generated in accordance with Caltrans/FHWA standards for Section 106 compliance with the NHPA. It is anticipated that the proposed project will result in an HPSR with a finding that no properties requiring evaluation are present within the project's APE.

2.165.25 ENVIRONMENTAL DOCUMENT

2.165.25-1 DRAFT ENVIRONMENTAL DOCUMENT

As previously described, it is assumed that the appropriate document for the proposed project would be an Initial Study/Mitigated Negative Declaration (IS/MND) and Categorical Exclusion. If a higher level CEQA or NEPA document is identified as the appropriate document for the proposed project based on the technical analyses performed, then this will be communicated to SANBAG and a scope and cost for performing this work will be submitted. However, based on a review of the proposed project this is not anticipated. It is assumed that the Caltrans District 8 annotated IS format will be utilized.

A Screencheck Draft IS/MND and External Quality Control (QC) Certification will be provided to SANBAG and then to Caltrans for review. Following review by SANBAG and Caltrans, the IS/MND document will be revised and an Administrative Draft IS/MND will be submitted, along with a Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for concurrent review. Following this review the document will be revised and a Draft IS/MND will be prepared along with an updated Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for review. Following this review the document will be revised and the Final Draft IS/MND will be prepared along with another Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for their final concurrence and approval. It is assumed that Caltrans will approve the document for public availability with no further comment. To reduce iterations of the document, a revision workshop will be conducted with SANBAG and Caltrans to facilitate completion of the document following the review of the Draft IS/MND, if comments still remain after this review.

2.170 PERMITS AGREEMENTS

2.170.05 DETERMINE REQUIRED PERMITS

The various environmental permits that will need to be obtained to construct the project will be identified through consultation with Caltrans and SANBAG environmental staff. The specific area/quantity calculations and impacts on jurisdictional resources for an interchange reconstruction project can only be roughly estimated during this PSR-PR phase of project development. Therefore, actual Permit Applications and Agreements for the interchange improvement project cannot be prepared during this phase; therefore, this detailed effort is assumed to be deferred to the final design phase.

2.175 CIRCULATION DRAFT ENVIRONMENTAL DOCUMENT

2.175.05 PUBLIC CIRCULATION

For the proposed project, a distribution list will be developed with SANBAG and Caltrans to distribute the documents. A list of property owners and residents will be generated, along with their mailing addresses, within 500 feet of the proposed project limits. A combined Notice of Intent will be prepared to adopt an MND and Notice of Opportunity for Public Hearing (NOI/NOPH), in accordance with Caltrans requirements, for publication in a newspaper of local circulation (both English and Spanish), for posting at the San Bernardino County Clerk's office, and for distribution to anyone who has filed a written request with SANBAG or Caltrans. A draft notice will be provided to SANBAG and Caltrans for concurrent review. Upon receipt of comments from SANBAG and Caltrans a final notice will be prepared and provided to SANBAG and Caltrans. It is assumed that publication of the notice will be coordinated with up to two appropriate newspapers. An assumed cost of \$8,500 for publishing the notices has been included for budgeting purposes. It is assumed that the preliminary engineering and environmental technical support studies will not be made available to the general public, but copies will be available at certain locations if requested by individuals during the public availability period. Hardcopies of the Environmental Document and NOI/NOPH will be provided at selected locations (Caltrans, SANBAG, City of Highland and local libraries). CDs containing the document and a hard copy of the NOI/NOPH will be provided to other agencies and officials included on the distribution list (and other individuals or organizations who specifically request copies of the document). Finally, a copy of the NOI/NOPH will be provided to property owners and residences within 500 feet of the proposed project.

For the proposed level of environmental documentation (IS/MND) there is no legal requirement for holding a public meeting or Public Hearing; however, the notice that is prepared and published for the proposed project will offer the opportunity to request a Public Hearing. This scope and cost assumes that no public hearing will be requested or conducted. In addition, similar to other SANBAG interchange improvement projects, no public informational meeting is anticipated to be conducted during the public availability period.

2.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

2.180.05 FINAL PROJECT REPORT

Comments received on the Draft Project Report and through public circulation of the Draft Environmental Document, will be incorporated into the final Project Report, as appropriate. The final Project Report will be updated and processed with Caltrans for approval.

2.180.10 FINAL ENVIRONMENTAL DOCUMENT

Subsequent to circulation of the Draft Environmental Document, responses to comments received from the public and reviewing agencies will be prepared. Preparation of the responses will be conducted in consultation with the SANBAG Project Manager. Responses to comments received will be processed according to Caltrans guidelines and incorporated into the final Environmental Document. The Final Environmental Document will be prepared for Caltrans approval. If necessary, a Notice of Determination pursuant to CEQA/NEPA requirements will be prepared.

CEQA/NEPA 10



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

Minute Action

AGENDA ITEM: 16

Date: September 4, 2013

Subject: Transportation Development Act Triennial Performance Audits for Fiscal Years 2008/2009 to 2010/2011 of Barstow Area Transit, Needles Area Transit, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

Recommendation:* Receive Triennial Performance Audit Reports for Fiscal Years 2008/2009 through 2010/2011 for Barstow Area Transit, Needles Area Transit, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

Background: In order to continue receipt of Transportation Development Act (TDA) funding, the California Public Utilities Code Section 99246(a) and 99248 requires that SANBAG, acting as the County Transportation Commission, designate an entity other than itself to perform triennial performance audits on each of the transit operators that receive TDA funding, including SANBAG. These audits are subsequently submitted to the California Department of Transportation (Caltrans).

On November 2, 2011, the Board approved the release of Request for Proposals (RFP) No. 12100 which solicited proposals from qualified firms to execute the Transportation Development Act Triennial Performance audits of the San Bernardino County Transportation Commission and the six transit operators within the County for Fiscal Years (FY) 2008/2009 through 2010/2011. The SANBAG Board awarded the contract to PMC on March 7, 2012.

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	X	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
-----	--------------------------	-----	--------------------------	---	-----	--------------------------	------	--------------------------	-----	--------------------------

Check all that apply.

BRD1309a-mmm

Attachment: <http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a1-mmm.pdf>

Attached are the executive summaries for each operator's audit which includes a review of the operator's compliance with TDA Requirements, status of prior audit recommendations, transit systems performance trends and a detailed functional review. Overall, all the audits were positive and the operators have taken positive steps over the audit period to improve their operations. SANBAG's audit report will be presented at a future General Policy Committee and Commuter Rail and Transit Committee meeting.

In addition to the current findings which pertain to FY 2008/2009 through 2010/2011, the audit also reports on the prior FY 2005/2006 through 2007/2008 triennial performance audit recommendations. Below is a recap by transit agency of prior recommendations along with a status.

Barstow Area Transit (BAT)

1. Verify TransTrack data regularly: **Partially Implemented**, and is carried forward in this audit for full compliance.
2. Consider implementing the liquidated damages provision in operations contract: **Implemented**.
3. Conduct independent on-time performance checks: **Implemented**.
4. Present regular updates to the City Council about BAT: **Implemented**.
5. Improve visual depiction of bus routes and landmarks on bus map and on web site: **Implemented**.
6. Place revised Americans Disability Act (ADA) certification application on-line: **Implemented**.

Mountain Area Regional Transit Authority (MARTA)

1. Enhance maintenance departmental controls through utilization of software: **Implemented**.
2. Develop performance targets for each transit mode using the suggested MARTA Comprehensive Operations Analysis (COA) standards as a reference: **Partially Implemented**, and is carried forward for full implementation.
3. Ensure updated trip sheets account for driver break time during revenue service: **Implemented**.
4. Formalize tracking of on-time performance for fixed route: **Partially Implemented**, and is carried forward for full implementation.

Morongo Basin Transit Authority (MBTA)

1. Develop/install software program to track vehicle parts inventory electronically: **Implemented**.
2. Record key operations data: **Implemented**.

3. Strengthen the method for determining on-time performance for dial-a-ride: **Implemented.**
4. Provide side-by-side comparison of planned versus actual performance indicators and include in Board meeting agendas: **Implemented.**
5. Properly record correct full-time equivalents into TransTrack and the State Controller's Report: **Partially Implemented**, and is carried forward in this audit for full implementation.

Needles Area Transit (NAT)

1. Request that public works document maintenance activities of dial-a-ride vehicles: **Implemented.**
2. Consider implementing the liquidated damages provisions in the operations contract: **Not Implemented**, but should be considered when warranted. Due to the contract operator's good performance as cited by the City, there was no need to consider liquidated damages.
3. Enter dial-a-ride performance data into TransTrack in a timely manner: **Implemented.**
4. Present regular updates to the City Council about Needles Area Transit (NAT): **Implemented.**
5. Ensure that the number of full-time equivalent employees is being calculated in TransTrack: **Implemented.**

Omnitrans

1. Focus on Improving Demand Response Performance: **Implemented.**
2. Investigate the potential to restructure service once Bus Rapid Transit is Implemented: **Carried Forward** in this audit for the next audit period once Bus Rapid Transit is implemented.
3. Leverage the Vendor Management Inventory System (VMI): **No Longer Applicable.**
4. Actively integrate the SAP/ERP (Enterprise Resource Planning) System into relevant functional departments: **Partially Implemented.**
5. Report performance against strategic planning goals: **Implemented.**

Victor Valley Transit Authority (VVTA)

1. Create Finance Officer Position: **Implemented.**
2. Review Operating Cost Allocation Between Vehicle Operations, Maintenance and Administration Functions: **Implemented.**
3. Actively Plan for Transition into New Facility: **Implemented**, with a recommendation to establish a facility maintenance plan.
4. Investigate Potential Discrepancies in Reported Passenger Miles: **Implemented.**

Financial Impact: This item is consistent with the current adopted Fiscal Year 2013/2014 budget, Task No. 0502 TDA Administration General Fund – LTF Admin.

Reviewed By: All the audits have been presented to the respective governing boards. This item was received by the Commuter Rail and Transit Committee on August 15, 2013, and the Mountain/Desert Committee on August 16, 2013.

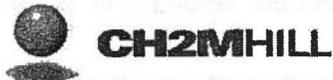
Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs



**FY 2009-2011
Triennial Performance Audit
of Barstow Area Transit**

**Submitted to San Bernardino
Associated Governments**

March 2013



PATTI POST & ASSOCIATES

Executive Summary

The San Bernardino Associated Governments (SANBAG) engaged the PMC consultant team to conduct the Transportation Development Act (TDA) triennial performance audit of the six public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Barstow Area Transit (BAT) covering the most recent triennial period, fiscal years 2008-09 through 2010-11.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- Transit System Performance Trends
- Detailed Functional Review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of BAT.

Compliance with TDA Requirements

BAT has complied with most TDA requirements with the some exceptions. The compliance requirement for submittal of the annual fiscal audits was partially implemented. Responsibility for submittal of these financial documents lies with the SANBAG auditor, which operates independently of BAT. The farebox recovery ratio did not meet standards for two of the three audited years and is declining. In addition, the Full-Time Equivalent Employee data reported in the State Controller Report could not be supported by the information sources collected for this audit. The reporting may be based on headcount rather than FTEs.

Status of Prior Audit Recommendations

The prior audit report contained six recommendations. Five were fully implemented. The one not fully implemented addressed the verification of the accuracy of reports, and is carried forward for full implementation.

System Performance Trends

The analysis of trends is conducted using data that is not consistent among various BAT financial and performance reports. However, despite the discrepancies, broad trends in system performance can be concluded during the audit period.

1. Operating costs for Barstow Area Transit decreased between FY2008 and FY2011. During the middle of the audit period, commencing on January 1, 2010, BAT restructured its fixed-route and demand-response services resulting in increased operating expenses.

Prior to the service restructuring, costs were already increasing at a fairly rapid pace in FY2009. A later reduction in funding caused a decrease in services and subsequent reduction in operating expenses in FY2011 by 17.6 percent from the prior fiscal year. In spite of these cost increases in the middle of the audit period, operating expenses at the end of the audit period were about the same as at the beginning, and just slightly down by 1.6 percent.

2. The service restructuring confused riders at first but eventually triggered a significant increase in passengers at the end of FY 2010. However, because of the subsequent reduction in service, the overall change in passengers over the audit period was a decrease of 6.5 percent.
3. Restructuring shifted resources to fixed-route services, as services in the unincorporated areas were changed from demand response to fixed route for about a year, only to revert back to demand response due to confusion among residents and loss of ridership. Operating expenses for fixed route increased 65 percent, while demand response operating expenses fell 46 percent. Similarly, fixed route passengers increased 47 percent and demand response passengers fell 72 percent during the audit period. There was an especially large drop in demand response passengers during FY2011; at the same fixed route passengers rose that year.
4. Restructuring increased service hours but funding reductions caused an even larger decrease. By the end of FY2011, vehicle service hours were down 32 percent compared with the base year statistics. Fixed route service hours fell nearly 30 percent while demand response hours were down over 65 percent.
5. Vehicle service hours per full time equivalent declined over 17 percent. However, this statistic is based on headcount reported in the State Controller Report instead of FTEs which skews this trend.
6. Ridership on the Big River service jumped almost 50 percent from 457 passenger to 683 passengers per year. Operations cost increased almost 30 percent, but cost per rider was down 13 percent.
7. Trona Transit ridership was flat during the audit period. However, operating costs and service hours rose significantly by 62 percent and 20 percent, respectively. This led to large increases in operating cost per passenger and cost per hour.
8. Operating cost per passenger increased 5 percent systemwide, while cost per vehicle service hour rose 45 percent. During the same period passengers per vehicle service hour rose 38 percent. There were significant differences by mode as operating cost per passenger on fixed route rose by 12 percent, while on the demand response service it increased over 94 percent. Fixed route cost per vehicle service hour rose 27 percent, while demand response service saw a 57 percent increase. Passengers per hour rose about 13 percent on the fixed route services but fell almost 20 percent on demand response services.

9. The trend in the fare recovery ratio shows a general decline during the audit period. The farebox ratio for BAT service (excluding Big River and Trona Transit systems) decreased from 10.4 percent in FY 2008 to 6.9 percent in FY 2011 with big drops in both FY2010 and FY2011. Since FY2005 the farebox ratio has declined from about 15 percent to under 7 percent. The TDA minimum ratio of 10 percent adopted by the SANBAG Board in 1994 was not met in two of the three audit years, placing the service out of compliance with a key TDA measure.
10. Big River Transit and Trona Transit data is submitted to city transit staff in raw form for processing as neither agency has the ability to process the information. The farebox recovery for these two transit services has been declining during the audit period, but they are still well above the TDA standard of 10 percent.

Functional Review

1. The BAT system underwent substantial change during the audit period as a result of implementing recommendations in the 2007 Comprehensive Operations. The system converted from about 70 percent demand response and 30 percent fixed route to about 70 percent fixed route and 30 percent demand response. A subsequent funding reduction required further changes in July 2010.
2. Riders within the City of Barstow responded well to the initial changes, but the County riders were unhappy due to the change from demand response to fixed route service with flag down stops. County services reverted back to demand response by 2011.
3. The new map and rider guide is a vast improvement over earlier materials. It is posted on the City web site and provides information on routes, schedules and other important information.
4. The San Bernardino Associated Governments has funded an effort to evaluate the feasibility of consolidating BAT's operations with the Victor Valley Transportation Authority and Needles Transit. That study should be complete in 2013.
5. The consolidation study has required the City of Barstow to suspend some decisions and capital purchases until its completion and adoption. If the process takes too long and purchases of replacement buses are delayed, vehicle maintenance could become an issue.

Recommendations

Performance Audit Recommendation	Background	Timeline
<p>#1 Improve operations data collecting and reporting consistency</p>	<p>Producing consistent performance data for both State and Federal reports has been an issue for Barstow Area Transit dating back to a recommendation made in the prior performance. The Transportation Manager reviews TransTrack input by contractor at least once a month and uses invoices as back up documentation. Some earlier problems were thought to arise from the lack of clear lines of responsibilities at the contractor. These have since been resolved, but there are still data consistency issues between the reports that BAT prepares internally that feed into external agency reports.</p> <p>While the differences are not generally wide-ranging, the year end operations data for components such as ridership, service hours and miles, and employees should be fairly the same for internal and external reporting. Given these inconsistencies, it is difficult to ensure accuracy in drawing conclusions about trends particularly with the modal statistics.</p> <p>BAT should reconsider its data collection, review and reporting practices and develop a written “desktop” guide using a flow chart outlining the data reporting process and assigning personnel responsible for each step in the process. Personnel may include city staff from within transit and the finance department, and the operations contractor. Specific staff can be assigned the responsibility of collecting, entering data into TransTrack, and overseeing the accuracy of the data and reports. Additionally, the Transportation Manager should assume the role of managing this process and be responsible for ensuring the overall accuracy of the data.</p>	<p>High Priority</p>

Performance Audit Recommendation	Background	Timeline
#2 Meet farebox recovery	<p>The trend in the farebox recovery is down. For years the fare recovery ratio had been just above or below the 10 percent requirement, however decreasing well below this threshold during the audit period to under 7 percent.</p> <p>As a result, the service is out of compliance with a key TDA measure.</p> <p>BAT should work closely with the contract operator and SANBAG to address this trend, whether through a near-term service analysis under current funding assumptions, and/or a closer review of its operating expenses whether any cost efficiencies or savings can be made to improve the fare recovery ratio.</p>	High Priority
#3 Hold regular communication with City development officials	<p>The Transportation Manager indicated that there is no regular communication between transit administration and the City's Planning and Building Departments to identify and understand land use and development proposals that may impact demand for transit services. While the COA addressed the level of anticipated demand for service and where the demand will originate, as development patterns come to fruition, transit management should maintain an ongoing dialog with City planners to keep updated on residential and non-residential development proposals and be able to add transit friendly amenities on-site and adjust BAT service as necessary to respond to the potential new demand. This could include participating in development meetings with the private applicant, and meeting more regularly with planning staff on such proposals.</p>	High Priority

Performance Audit Recommendation	Background	Timeline
#4 Develop Capital Improvement Plan	<p>Transit operations have capital needs for vehicle replacement, bus stop amenities and other facilities. With understanding of the potential implications from the consolidation study results, BAT should develop a Capital Improvement Plan and schedule for regular updates for fleet replacement and improvements to amenities. This will alert City management to the upcoming call on funds and allow the City time to work with SANBAG to secure funding for its capital needs.</p> <p>The current fleet is aging (majority are reaching 5 years old) and replacement vehicles need to be programmed. This effort is on hold pending the progress of the consolidation study, but the plan will be useful when the City is ready to move forward.</p>	Medium priority
#5 Review BAT General Administration Charges	<p>As an entity within city government, the transit system incurs general administrative costs, both direct and indirect costs. Direct costs include those directly associated with the program, such as the Transportation Manager, while indirect costs include such components as city administrative services cost, among other allocated expenses.</p> <p>According to the annual fiscal audits, general administrative costs, as a percentage of total transit operations expenditures less depreciation, increased from 9 percent in FY 2009 to close to 13 percent in FY 2011. Also, general administrative costs for Trona and Big River Transit comprise close to 50 percent of expenditures for these systems. This additional cost is inclusive of the transition of the Transportation Manager to a City employee in early 2009. However, budgeted indirect City Administrative Costs (City overhead) allocated to transit has</p>	Medium priority

Performance Audit Recommendation	Background	Timeline
	<p>increased by 25 percent over a three year period.</p> <p>This trend in increased administration expenses for BAT should be reviewed in detail by the Transportation Manager to determine whether all related costs are justified in the transit budget. With farebox recovery not being met, there should be further examination of these costs which impact BAT's ability to meet farebox, and adjustments made to the administrative charges as warranted to reflect the level of service afforded to transit by City personnel.</p>	

Governments
SANBAG
Working Together

**FY 2009-2011
Triennial Performance Audit
of Morongo Basin Transit Authority**

**Submitted to San Bernardino
Associated Governments**

March 2013

PMC[®]




CH2MHILL

PATTI POST & ASSOCIATES

Executive Summary

The San Bernardino Associated Governments (SANBAG) engaged the PMC consultant team to conduct the Transportation Development Act (TDA) triennial performance audit of the six public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Morongo Basin Transit Authority (MBTA) covering the most recent triennial period, fiscal years 2008-09 through 2010-11.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- Transit System Performance Trends
- Detailed Functional Review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of MBTA.

Compliance with TDA Requirements

MBTA has complied with most applicable TDA requirements with two exceptions. The operator was in partial compliance with regard to the timely submittal of the annual fiscal and compliance audits, and the consistency in recording performance data. Responsibility for submittal of the annual fiscal audit lies with the SANBAG auditor, which operates independently of MBTA. Two additional compliance requirements did not apply to MBTA (e.g., rural/urban farebox recovery ratios and serving an urbanized area).

Status of Prior Audit Recommendations

Four of the five prior audit recommendations were implemented. The recommendation pertaining to the proper recording of full-time equivalents into TransTrack and the State Controller's Report has been partially implemented and has been carried forward in this audit. MBTA has been utilizing TransTrack to correctly record employee work hours under the Personnel tab in TransTrack Manager. However, in the FY 2010 State Controller's Report prepared by SANBAG's fiscal auditor, the incorrect number of FTEs was recorded and transposed between the fixed-route and DAR modes.

System Performance Trends

1. Operating costs systemwide remained relatively flat over the past three years, increasing by 7.3 percent using audited data. Fixed route operating costs increased by a modest 3.1 percent while DAR costs increased 5.7 percent using unaudited data by mode. While MBTA has budgeted for increased CNG fuel during the audit period, fuel prices have stabilized. General administration and maintenance costs increased during the audit period encompassing salary step increases, facility repairs and the inclusion of TransTrack as an operating expense.
2. Operating cost per passenger decreased 10 percent systemwide, a positive indicator showing that ridership increased faster than operating costs. Cost per passenger decreased 23 percent on fixed route but increased by 36 percent on DAR. The trend in DAR ridership has been declining, while costs continue to increase.
3. Operating cost per hour increased 4.8 percent systemwide. The indicator increased by a negligible 0.5 percent on fixed route while increasing by 6.1 percent for DAR. Both cost and revenue hours increased for fixed route at comparable rates. Operating costs for DAR increased while revenue hours increased at more than twice the rate.
4. Passengers per hour decreased by 2.3 percent systemwide. Fixed route passengers per hour remained flat whereas DAR exhibited a 12 percent decrease. Vehicle service hours grew at a higher rate than passenger trips. For the fixed route, increases in the provision of revenue hours and passenger trips were at parity.
5. The farebox ratio for MBTA decreased slightly in the past three years, ranging from 19.78 percent in FY 2009 to 17.48 percent in FY 2011. The TDA minimum ratio of 10 percent was met in each year. Farebox for fixed route fluctuated between the 22 and 24 percent recovery range while DAR was relatively stable. Fare revenues are enhanced from group pass sales and the annual subsidy provided by the fundraising foundation of Copper Mountain College.
6. For most inspections, only minor vehicle and driver records violations were reported by the CHP. Satisfactory ratings were made for all inspections conducted during the audit period with minor violations noted for exposed edges of a wheelchair lift that was not padded and leaking fluids from the power steering gearbox.

Functional Review

1. The new Yucca Valley Transit Center opened in March 2009 with some fixed route realignment to meet at the transit center. The sawtooth design of the new transit center includes eight bays and passenger amenities such as restrooms.

2. MBTA released a marketing study in August 2009 which sought to identify more cost-effective ways to increase ridership by targeting four key market segments. The marketing study also included rebranding the MBTA logo.
3. Though outside of this audit review period, a Comprehensive Operations Analysis (COA) was completed in April 2012 that laid the foundation for enhancements and improvements in service delivery. The 2012 COA was initiated in August 2011 and provides an updated performance measurement system.
4. MBTA has not raised fares since 1999. The 2012 COA outlines a proposed fare structure that MBTA is seeking to implement in spring 2013 in concert with a route expansion and Sunday service. Based upon the COA recommendations, neighborhood and intercity fares would be increased by \$0.50 to \$1.50 and \$2.50, respectively. The COA also proposed a \$0.25 increase in student fares to \$0.50 per trip.
5. In October 2008, the MBTA JPA was amended to permit the appointment of a fifth "floating" alternate who may act in the absence of any sitting member or alternative as well as allow members to receive compensation of \$100 for their attendance at Governing Board meetings.
6. Staffing at MBTA has been fairly stable during the period. MBTA is a non-union shop where employment is on at-will basis. Employee turnover has been limited to two drivers leaving; one retired and the other quit voluntarily.
7. MBTA has developed its own grant funding program to assist local government agencies and 501(c)(3) non-profit providers in the Morongo Basin. The Transportation Assistance Grant (TAG) is a vehicle procurement program developed by MBTA that results in non-publicly funded income generated from fees paid by other agencies to access MBTA's vehicle purchasing contracts.

Recommendations

Performance Audit Recommendation	Background	Timeline
#1 Enter on-time performance data into TransTrack.	With the increased utilization of TransTrack as a central data collection source and monitoring tool, certain measures have yet to be tracked. One such measure pertains to on-time performance. Although on-time performance is tracked by having drivers call-in to the dispatchers at key time points, random time checks and other means, MBTA should enter this information into TransTrack to enhance the use of the monitoring software.	High Priority

Performance Audit Recommendation	Background	Timeline
#2 Work with the SANBAG fiscal auditor to properly record correct full-time equivalents in the State Controller's Report.	The correct count of employee hours is reported by MBTA in TransTrack which should serve as the basis for completing the actual State Controller's Report that is submitted to the State. MBTA has been utilizing TransTrack to record employee work hours under the Personnel tab in TransTrack Manager. However, in the FY 2010 State Controller's Report prepared by SANBAG's fiscal auditor, the incorrect number of FTEs was recorded and transposed between the fixed-route and DAR modes. MBTA should work with the fiscal auditor to conduct a final check of the State Controller Report for data accuracy prior to submittal to the State.	High Priority
#3 Maintain copies of the annual State Controller's Report at the MBTA office.	MBTA's State Controller Report is prepared and submitted to the State on behalf of the agency by SANBAG's fiscal auditor. However, MBTA has not received final copies of its State Controller's Reports to keep in its office file. As some portions of State Transit Assistance Funding determined by the State is based on information contained in the controller reports, MBTA should have these reports readily accessible at its office.	Medium Priority

Governments
SANBAG
Working Together

**FY 2009-2011
Triennial Performance Audit
of Mountain Area Regional
Transit Authority**

**Submitted to San Bernardino
Associated Governments**

May 2013

PMC[®]


 **CH2MHILL**

PATTI POST & ASSOCIATES

Executive Summary

The San Bernardino Associated Governments (SANBAG) engaged the PMC consultant team to conduct the Transportation Development Act (TDA) triennial performance audit of the six public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for the Mountain Area Regional Transit Authority (MARTA) covering the most recent triennial period, fiscal years 2008-09 through 2010-11.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- Transit System Performance Trends
- Detailed Functional Review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of MARTA.

Compliance with TDA Requirements

MARTA has complied with most of the applicable TDA requirements with the exceptions of meeting the required farebox ratio in each audit year, and a finding regarding the late submission of the State Controller's Reports and annual fiscal and compliance audits. Responsibility for submittal of the annual fiscal audit and State Controller Report lies with the SANBAG auditor, which operates independently of MARTA. The FY 2011 financial reporting was delayed due to certain findings made by the previous fiscal auditor and subsequent discussions of the findings with MARTA management. Two additional compliance requirements did not apply to MARTA (e.g., rural/urban farebox recovery ratios and serving an urbanized area).

Status of Prior Audit Recommendations

This section reviews MARTA's actions to implement five prior audit recommendations. Three of the five prior audit recommendations were fully implemented, while two were partially implemented and are carried forward in this audit for full compliance. The two recommendations pertain to development of performance targets for each transit mode using the updated COA standards, and enhanced on-time performance tracking.

System Performance Trends

1. Operating costs systemwide remained flat with a 0.4 percent increase over the past three years. Fixed route operating costs increased by 11 percent but in contrast DAR costs decreased nearly by 11 percent. The trends by mode could be attributed in part to passenger response to the 2010 fare increase, the implementation of route efficiencies and a new labor contract. The new labor contract included a wage freeze, the elimination of a \$400 medical stipend, targeted layoffs, and limited holiday pay. Administrative wage freezes and reductions in holiday pay were also implemented.
2. Operating cost per passenger increased 23.6 percent systemwide. Cost per passenger increased 26.6 percent on fixed route and 63.7 percent on DAR. The trend for DAR ridership shows a decline, although costs declined at a lower rate relative to ridership.
3. Ridership decreased by nearly 19 percent systemwide during the audit period. Fixed route passengers decreased by 12.3 percent and DAR ridership declined by 45.6 percent. Ridership experienced the greatest decline in FY 2011 due primarily to the fare increase when there was a decrease to 135,273 passengers from a high of 158,949 in FY 2009. DAR also exhibited a significant decline in ridership from 29,857 passengers in FY 2009 to 17,563 in FY 2011, the result of the fare increase on the DAR and for riders who might have moved on to the fixed route.
4. Passengers per hour decreased nearly 16 percent systemwide and nearly 21 percent for fixed route. DAR passengers per hour decreased by 26 percent from 2.8 riders per hour in FY 2008 to 2.0 riders per hour in FY 2011. The decline in ridership outpaced the decline in revenue hours, which indicates a downward trend in passenger trips.
5. In spite of declining ridership, the fare recovery ratio over the past three years increased for both modes. Farebox for fixed route increased 13.3 percent while DAR increased by 6.72 percent. The overall increase systemwide was just over 15 percent. This is attributed to the fare increase implemented in FY 2010. MARTA's farebox has shown improvement from its low of 9.59 percent in FY 2009. In addition to the fare increase and restructuring, the cost of providing the service has been defrayed by reduced labor costs and the implementation of route efficiencies.

Functional Review

1. MARTA management made strides to unify and enhance the agency's organizational culture by improving communication between the Big Bear and Crestline facilities, consolidating dispatch functions, cross training and providing a greater management presence at Crestline.
2. MARTA increased and streamlined fares in FY 2010 as per a SANBAG recommendation. The number of fare zones was reduced and fares were raised for most major categories.

The senior/disabled fare was raised to \$2.50 on dial-a-ride, the Big Bear local bus fare was raised from \$1.00 to \$1.50 and the OTM fare was raised from \$7.00 to \$10.00. MARTA may consider implementing a mileage-based fare structure in FY 2014.

3. Dispatch operations systemwide have been largely consolidated in Crestline, which handles large call volumes. Dispatch is conducted in Big Bear on Sunday. The Crestline facility is equipped with GPS and video camera access of the Big Bear facility. Cellular phones supplement radio communications between dispatch and drivers. Camera systems were also installed on the vehicles during the audit period.
4. Although outside the audit period, the draft 2012-16 Short-Range Transit Plan (SRTP) for MARTA was released in May 2012. This latest SRTP also serves as a Comprehensive Operational Analysis (COA) for MARTA. The latest SRTP/COA recommends further adjustments to the fare structure by reducing the number of fare zones, introducing new fare media for local Big Bear Valley routes and having more equitable OTM fares.
5. MARTA has taken steps to increase its visibility through updates to its marketing collateral and possible rebranding considerations. The COA's marketing strategy emphasized increased visibility for MARTA through rebranding and a name change to Mountain Transit. The MARTA Riders Guide was updated in March 2010 to reflect the new route alignments and fare increases.
6. The former Assistant General Manager, who retired in August 2012, was stationed at Crestline twice weekly during the audit period as part of building the cohesion between the two operations facilities. The Operations Supervisor/Trainer at Crestline was selected to serve as the acting Assistant General Manager during the transition.
7. Non-exempt employees are represented by Teamsters Local 572 based in Carson, California. In an effort to control costs, there were some layoffs and benefit concessions made during the audit period. The provisions of the July 2010 MOU included limiting the number of paid holidays to Thanksgiving and Christmas Day, eliminating the \$400 medical stipend and overtime for the 6th day, and a wage freeze.
8. MARTA is a recipient of federal grants under the FTA Section 5311 funding formula for rural area operators. In addition, an FTA Section 5311(f) intercity grant is applied towards supporting the Big Bear OTM service, funding about half of operating costs. MARTA was also awarded an FTA Section 5316 JARC grant for the RIM service realignment.

Recommendations

Performance Audit Recommendation	Background	Timeline
#1 Develop on-time performance calculation methodology	MARTA is to be commended for using a pre-printed daily performance log for each of its services to track when buses arrive at timed stops. Dispatchers check off the times along routes during driver call-ins and other communication to record on-time performance. The logs are then maintained in a binder and kept in the office for reference. A sample review of logs, however, indicates that this tracking is not conducted on a consistent basis, likely because of other priorities at hand. Also, when the logs are filled out, there is no calculation methodology to translate the rate of on-time performance relative to the number of possible observations. This is often expressed as an on-time percentage, which is typically compared to a goal. It is recommended that MARTA increase its completion of tracking on-time observations in the performance logs or via its GPS, and then taking a representative sample to develop a percentage of on-time trips. This method can be integrated with the next recommendation.	High Priority
#2 Enter on-time performance data into TransTrack.	With the increased utilization of TransTrack as a central data collection source and monitoring tool, certain measures have yet to be tracked. One such measure pertains to on-time performance. Although on-time performance is tracked through several means such as having drivers call-in to the dispatchers at key time points, using GPS and sampling driver sheets, entering this information into TransTrack regularly would help validate schedule adherence in light of route conditions while enhancing the TransTrack dashboard.	High Priority
#3 Develop performance targets for each transit mode using the updated MARTA Comprehensive Operations Analysis standards as a reference.	This recommendation is carried over from the prior audit due to partial compliance. During the audit period, MARTA focused more on systemwide aggregate data and was able to develop and implement its own measures. Modes were tracked separately, but performance targets were not set for each mode. MARTA indicated that the 2007 targets were not applicable and that it did not have sufficient resources to fully implement the steps to reach the targets based on modes. Nevertheless, the adoption of the 2012-2016 SRTP/COA includes more attainable benchmarks by mode which MARTA will actively track.	Medium Priority

Governments
SANBAG
Working Together

**FY 2009-2011
Triennial Performance Audit
of Needles Transit Services**

**Submitted to San Bernardino
Associated Governments**

May 2013

PMC[®]


 **CH2MHILL**

PATTI POST & ASSOCIATES

Executive Summary

The San Bernardino Associated Governments (SANBAG) engaged the PMC consultant team to conduct the Transportation Development Act (TDA) triennial performance audit of the six public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Needles Transit Services covering the most recent triennial period, fiscal years 2008-09 through 2010-11.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- Transit System Performance Trends
- Detailed Functional Review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of Needles Transit Services.

Compliance with TDA Requirements

The City of Needles has complied with seven out of the nine applicable requirements. The City was found in partial compliance with the timely submittal of its annual fiscal and compliance audits, and meeting annual farebox recovery. Two additional compliance requirements did not apply to Needles (e.g., rural/urban farebox recovery ratios and serving an urbanized area).

Status of Prior Audit Recommendations

Five of the six prior audit recommendations were implemented. The prior recommendation not implemented pertained to the City enforcing the liquidated damages clause in the operator's service contract. Due to the contract operator's good performance as cited by the City, there was no need to consider liquidated damages. This remaining recommendation should be considered for implementation in the future when warranted.

System Performance Trends

1. Operating costs systemwide increased by just over 5 percent over the past three years. Deviated fixed route operating costs increased by 5.5 percent and DAR costs increased by 2.1 percent. The modest rates of growth in operating costs for the deviated fixed route are attributed to the set of fixed and variable costs factored into the operating contract with McDonald Transit. The increased cost for DAR was due to increases in labor, fuel and vehicle insurance during the audit period.

2. Ridership decreased by 12.5 percent systemwide, including a 14.7 percent decrease on deviated fixed route. However, DAR ridership has been slowly increasing over the last few years from earlier declines. There was an 8 percent increase in DAR ridership during the audit review period. The increase in DAR ridership could be attributed to the medical transportation service, which operates to Fort Mohave and Bullhead City two days a week. On the other hand, the decline in deviated fixed route ridership could be attributed to stagnant population growth and the lack of any significant economic development in the service area.
3. The provision of revenue hours and miles grew slightly more in relative proportion to the increase in cost during the audit period. Systemwide, vehicle miles grew nearly 10 percent and vehicle hours increased by nearly 7 percent. Most of the increase in service hours and miles can be attributed to the medical transportation service and increased DAR service. DAR revenue hours grew by 28 percent while revenue miles grew by nearly 25 percent. Deviated fixed route hours were essentially flat with only a 1 percent increase while miles increased by 6 percent. The route deviations contributed to the growth in miles although revenue hours remained stable.
4. Operating cost per passenger increased just over 20 percent systemwide. Cost per passenger increased 23.7 percent on deviated fixed route service but decreased by 5.5 percent on DAR. This is the result of a decline in ridership on the deviated-fixed route coupled with the increased cost to provide the service.
5. Average fare per passenger rose by 15 percent systemwide, increasing 19.3 percent for deviated fixed route but declining by 11.4 percent for DAR. The DAR fare revenue includes the local subsidy required by the Senior Center to meet the 12 percent match in the contract. Without the subsidy, the DAR passenger fares show increases that are commensurate with the ridership gains.
6. The overall fare recovery ratio experienced a downward trend over the audit period, exhibiting a 4.2 percent decrease. The systemwide farebox ratio decreased from 11.12 percent in FY 2009 to 10.81 percent in FY 2011. This pattern was similar for deviated fixed route due primarily to fewer passenger trips. DAR exceeded its annual fare recovery ratio, while NAT met the farebox two of three audit years. The DAR farebox recovery comprising passenger fares and local support revenue averaged 18.15 percent during the audit period. Passenger fares without local support showed growth that is consistent with ridership increases.

Functional Review

1. In October 2008, Needles Area Transit implemented a twice-weekly pre-scheduled medical transportation service from Needles to Fort Mohave and Bullhead City, Arizona. This new service was a result of action taken from public comments made at the annual

SANBAG unmet transit needs hearings, as well as findings from the Public Transit-Human Services Plan prepared for San Bernardino County.

2. NAT upgraded its fleet in recent years with the procurement of two 18-passenger vehicles in 2007 and 2012. In addition to bike racks, cameras have also been purchased and installed on the buses with the assistance of a public safety grant from the California Emergency Management Agency (Cal EMA). NAT vehicles are equipped with 4 cameras each.
3. The City developed and distributed multi-colored comment cards for customer feedback as a result of a prior audit recommendation. The card is available on all transit vehicles and at the City offices. Transit management indicated that the highest usage of the cards was right after they were initially introduced. As the cards serve as a medium for public input on transit service, the City may consider utilizing the cards as part of the annual unmet transit needs process where transit needs can be expressed and submitted to the City and SANBAG.
4. Needles Transit Services is administered by the Transit Services Manager who also serves as the Secretary to the City Manager. Other City staff including from the finance department provide support as needed. Due to heavy workloads placed on city staff, the Transit Services-Manager/Secretary to the City Manager spends approximately 10 percent of her annual work hours on transit administration.
5. In prior times, Needles' TDA allocation was advanced by SANBAG. However, per revised SANBAG practice in administering the funds, this procedure is being changed so that the City receives payment on a reimbursement basis including submission of an invoice. This change in procedure adds to the administrative workload of city staff.

Recommendations

Performance Audit Recommendation	Background	Timeline
#1 Consider using customer comment cards to gather input toward the annual unmet transit needs process.	In complying with a prior audit recommendation, Needles has developed and distributed customer comment cards to receive feedback on its transit services. Not only do the comment cards serve as a tool to understand customers' current experiences with the system, they could also serve as a communication medium to receive feedback on how service delivery could be enhanced and extended. Together with unmet transit needs hearing notices posted in the transit vehicles, passengers could have an additional means in-lieu of attending the unmet needs hearings typically held outside of Needles to express their concerns and make suggestions on the comment cards. City	High Priority

Performance Audit Recommendation	Background	Timeline
	of Needles would then submit those cards to SANBAG for consideration.	
#2 Enter on-time performance data into TransTrack.	With the increased utilization of TransTrack as a central data collection source and monitoring tool, certain measures have yet to be input into the system. One such measure pertains to on-time performance. Although on-time performance is tracked by having drivers call-in to dispatch at the top of the hour, entering this information regularly into TransTrack would enhance the value of the database to ensure schedule adherence in light of route deviations and flag stops.	High Priority
#3 Enter dial-a-ride no-shows data into TransTrack.	Transit management acknowledged that several performance measures for dial-a-ride have not been entered into TransTrack in a timely manner or not at all, leaving gaps in information. A key productivity measure that is not entered is no-shows. No-shows are tracked by the Senior Citizens' Club but are not entered into TransTrack. No-shows adversely affect productivity and should be monitored on a regular basis by transit management as part of the dashboard offerings in TransTrack.	High Priority
#4 Review alternatives for increasing ridership, including building local partnerships.	In light of a relatively stagnant to decreasing ridership base, Needles should consider alternatives for increasing ridership. One such alternative could include a review of potential partnerships with local businesses and/or the Needles Unified School District. Local business partnerships might include working with specific trip attractors like shopping and grocery centers, government offices or medical facilities to provide more convenient bus stop accessibility or improved bus time arrivals or pickups. Regarding the school district, as it was indicated by Needles transit management that the school bus program may be in jeopardy due to funding declines, the City should consider holding discussions with the school district to fill potential transportation gaps for its students. Examples could include new services such as school tripper service, or a school subsidized student fare structure.	High Priority

Performance Audit Recommendation	Background	Timeline
<p>#5 Combine safety and training schedule for both fixed route and dial-a-ride operations.</p>	<p>Safety meetings and continuous training on important aspects of operating a transit vehicle should be provided in a consolidated effort and offered to both McDonald Transit and dial-a-ride bus drivers. The contract transit manager provides required training once a month and discusses safety topics that are applicable to both transit modes. By having both sets of drivers present at the safety training, a more uniform set of instructions for Needles transit services could be provided to all vehicle operators in a timely manner. As potential overtime pay may occur for the dial-a-ride driver to attend the trainings, the city should work with the McDonald transit manager to minimize this possible cost increase through efficient scheduling and delivery of the trainings. This is weighed against the benefits of updated training for all drivers.</p>	<p>Medium Priority</p>

Governments
SANBAG
Working Together

**FY 2009-2011
Triennial Performance Audit
of Omnitrans**

**Submitted to San Bernardino
Associated Governments**

May 2013

PMC[®]


 **CH2MHILL**

PATTI POST & ASSOCIATES

Executive Summary

The San Bernardino Associated Governments (SANBAG) engaged the PMC consultant team to conduct the Transportation Development Act (TDA) triennial performance audit of the six public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Omnitrans covering the most recent triennial period, fiscal years 2008-09 through 2010-11.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- System Performance Trends
- Functional Review

In addition, a comparison of Omnitrans against similar transit operators around the nation was conducted using transit data reported in the National Transit Database (NTD).

Based on the audit review process, recommendations were developed to improve the operational efficiency and effectiveness of Omnitrans.

Compliance with TDA Requirements

Omnitrans has complied with all applicable compliance requirements of TDA.

Status of Prior Audit Recommendations

This section reviewed Omnitrans' actions to implement five prior audit recommendations. Two of the five prior audit recommendations were fully implemented, one has been partially implemented, one is no longer relevant, and one has not been implemented due to a change in project schedule.

System Performance Trends

1. Operating costs for Omnitrans general public service decreased by 3.9 percent over the last three years, which is remarkable given that the Consumer Price Index increased by 3.4 percent during the same period. Operating costs for Omnitrans Access service increased by 11.2 percent during the last three years, due primarily to an increase in vehicle service hour provision. Systemwide operating costs decreased by 1.7 percent.
2. Ridership on general public service increased by 1.3 percent, from 14.4 million to 14.6 million passengers, a notable accomplishment given the service reductions that took place during the audit period. Ridership on Access service increased by 6.1 percent, from

- 405,814 to 430,564. Systemwide ridership increased by 1.4 percent during the audit period.
3. The provision of vehicle service hours and miles for general public service decreased by 4.2 percent and 4.0 percent respectively, as Omnitrans reduced service levels in order to balance its budget. Access vehicle service hours and miles increased by 12.4 percent and 12.1 percent respectively in order to meet passenger service requests.
 4. Operating cost per passenger decreased by 3.1 percent systemwide and by 5.2 percent for general public service, and increased by 4.8 percent for Access service (as compared to a 3.4 percent change in inflation during the audit period). This reflects the emphasis that Omnitrans had during the audit period to realize cost efficiencies when feasible.
 5. Operating cost per vehicle service hour decreased by 0.5 percent systemwide and by 1.1 percent for Access service, and increased by 0.2 percent for general public service. Operating cost per vehicle service mile decreased by 1.2 percent systemwide and by 0.8 percent for Access service, and increased by 0.1 percent for general public service.
 6. Passengers per vehicle service hour increased by 2.7 percent systemwide and by 5.7 percent for general public service, and decreased by 5.6 percent for Access service. Passengers per vehicle service mile increased by 2.0 percent systemwide and by 5.5 percent for general public service, and decreased by 5.4 percent for Access service.
 7. Vehicle service hours per employee Full Time Equivalent (FTE) for general public service, which measures labor productivity, increased by 6.3 percent over the past three years. Vehicle service hours per employee FTE for Access service increased by 4.3 percent during the audit period.
 8. The fare recovery ratio for general public service increased from 21.9 percent in FY2008 to 24.5 percent in FY2011, while the fare recovery ratio for Access service increased from 13.1 percent in FY2008 to 13.4 percent in FY2011. The TDA minimum requirement is 20.0 percent for general public service and 10.0 percent for Access service for senior and disabled patrons. Omnitrans met the minimum requirements in each fiscal year during the audit period.

Functional Review

1. Vehicle operations cost indicators for directly operated fixed route service generally improved during the audit period. Operations cost per vehicle service hour increased by just 2.7 percent, cost per vehicle service mile increased by 2.7 percent, cost per passenger trip decreased by 4.9 percent, and cost per passenger mile decreased by 0.5 percent. This compares to an inflation adjustment during the audit period of 3.4 percent.
2. The number of directly operated fixed route preventable accidents remained fairly steady during the audit period, within a range of 66 to 73 such accidents annually. The overall preventable accident rate per million vehicle service miles increased by 5.8 percent during the audit period. Omnitrans' goal is 8 accidents per million miles, which was met in FY2010, but not in the other audit years.
3. Demand response vehicle operations cost indicators also generally improved during the audit period. Operations cost per vehicle service hour decreased by 3.2 percent, cost per vehicle service mile decreased by 3.0 percent, cost per passenger trip increased by 2.5 percent, and cost per passenger mile increased by 8.9 percent. The larger increase in the cost per passenger mile indicator is reflective of shorter average passenger trip lengths.
4. Maintenance costs for directly operated fixed route service decreased by 14.4 percent during the audit period, a remarkable accomplishment. Maintenance cost per vehicle hour, per vehicle mile, and per active vehicle declined by 8.1 percent, 8.2 percent, and 15.5 percent respectively.
5. Total directly operated fixed route vehicle failures decreased from 2,953 in FY2008 to 2,485 in FY2011. Vehicle miles between failures showed a 10.7 percent improvement during the audit period.
6. For demand response service, maintenance costs decreased by 15.1 percent during the audit period. Maintenance costs per vehicle hour, per vehicle mile, and per active vehicle decreased by 22.9 percent, 21.1 percent, and 10.9 percent respectively.
7. Administration costs increased by 5.2 percent for directly operated fixed route service, and by 12.1 percent for demand response service.
8. Directly operated fixed route fringe benefit costs increased by 3.3 percent during the audit period, from \$14.14 million in FY2008 to \$14.61 million in FY2011. The increase was roughly in line with the overall inflation increase of 3.4 percent during the same timeframe.
9. Directly operated fixed route casualty and liability costs increased by 2.4 percent during the audit period, from \$4.07 million in FY2008 to \$4.17 million in FY2011.

Recommendations

Performance Audit Recommendation	Background	Timeline
#1: Work with SANBAG to take appropriate steps pending completion of the Comprehensive Operational Assessment (COA).	The COA is intended to provide potential opportunities for Omnitrans to adjust service delivery and strengthen performance. Omnitrans should work closely with SANBAG to determine aspects of the COA that warrant implementation in the near future. This step will be incorporated as part of the upcoming Short Range Transit Plan to be developed by Omnitrans.	High Priority
#2: Investigate the Potential to Restructure Service once Bus Rapid Transit is Implemented.	As a carryover from the prior audit, the new sbX Bus Rapid Transit service represents a tremendous opportunity for Omnitrans to restructure and refocus its overall service network. Omnitrans should leverage the new service with respect to timed transfer opportunities with local routes and a shift of duplicative resources to other parts of the service area. In addition, FTA rules and regulations for the sbX project should be closely monitored, as compliance could affect future funding.	High Priority
#3: Conduct an evaluation of SAP's impacts on business process flows.	The SAP Enterprise Resource Planning implementation had significant impacts on how Omnitrans conducts its business processes. Omnitrans should document the results in a centralized location, assess the benefits of those changes, and determine if there are additional business process improvements that could be enabled through SAP. Omnitrans should continue to engage SAP integration at the department level to determine its applicability to each working group.	Medium Priority
#4: Verify on-time performance numbers and adjust performance targets accordingly.	Automated Vehicle Location (AVL) technology produces different on-time performance results from the prior data reporting methodology. Omnitrans should document the reasons for these differences and adjust its performance targets in line with the updated methodology.	Medium Priority

Governments
SANBAG
Working Together

**FY 2009-2011
Triennial Performance Audit
of Victor Valley Transit Authority**

**Submitted to San Bernardino
Associated Governments**

March 2013

PMC[®]


 **CH2MHILL**

PATTI POST & ASSOCIATES

Executive Summary

The San Bernardino Associated Governments (SANBAG) engaged the PMC consultant team to conduct the Transportation Development Act (TDA) triennial performance audit of the six public transit operators under its jurisdiction. The performance audit serves to ensure accountability in the use of public transportation revenue. This performance audit is conducted for Victor Valley Transit Authority (VVTA) covering the most recent triennial period, fiscal years 2008-09 through 2010-11.

The audit includes a review of the following areas:

- Compliance with TDA Requirements
- Status of Prior Audit Recommendations
- System Performance Trends
- Functional Review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of VVTA.

Compliance with TDA Requirements

VVTA has complied with most TDA requirements. Submittal of reports to the State Controller's Office, including the annual fiscal and compliance audits and the State Controller annual transit operator reports, were not on time. Responsibility for submittal of these financial documents lies with the SANBAG auditor, which operates independently of VVTA.

Status of Prior Audit Recommendations

This section reviewed VVTA's actions to implement four prior audit recommendations. All of the recommendations from the prior audit were implemented.

System Performance Trends

1. Operating costs systemwide increased by 14.4 percent over the past three years. Most of the cost increase was observed in FY 2009 when headways were reduced to 30 minutes on the most productive routes. Costs grew slowly or decreased in the succeeding years.
2. Ridership increased by 50.1 percent systemwide, with 56.2 percent ridership growth on fixed route but a 5.2 percent decline on demand response. Slight increases in ADA trips on demand response were offset by declines in subscription trips. VVTA reduced headways on key fixed routes which resulted in increased system ridership while drawing some passengers away from deviated services and demand-responsive service onto the bus. This reduction in demand response ridership with a correlated increase in bus passengers improves overall performance and cost efficiency.

3. The provision of vehicle service miles increased by 13.1 percent and vehicle service hours increased by 17.3 percent systemwide during the audit period, indications of a growing system.
4. As a result of stabilized cost and increased ridership and service hours, operating cost per passenger decreased by 23.8 percent and operating cost per vehicle service hour decreased by 2.4 percent systemwide. These performance measures indicate positive trends.
5. Passengers per vehicle service hour increased by 28.1 percent systemwide, also reflecting a positive trend in service effectiveness.
6. The fare recovery ratio for fixed route service increased from 17.9 percent in FY2008 to 22.9 percent in FY2011. The fare recovery ratio for demand response service decreased from 14.3 percent in FY2008 to 13.1 percent in FY2011. The farebox ratios for both transit modes exceeded their respective ratio requirements set by SANBAG.

Functional Review

1. VVTA management staff was brought in-house as employees of the JPA in October 2010. As recommended in the previous performance audit, the Controller Finance function was transferred from a member jurisdiction (Victorville) to VVTA with the establishment of the Finance Director position which has improved the handling of financial and treasury related responsibilities. Bringing staff in-house was especially important because it allowed better management of the construction of the new operations facility.
2. Several recommendations of the 2007 Comprehensive Operations Analysis were implemented during the audit period. These include routes that have been restructured to make them more efficient and effective. Key routes increased service to provide 30 minute headways which resulted in significantly increased ridership on these routes. A new COA was underway after the audit period, starting February 2012.
3. VVTA applied for and received grants to support a Mobility Manager who works on a variety of projects including vanpools. Additionally, the Mobility Manager developed the FTA-required plan at the end of 2012 on how the agency intends to spend its Federal 5316 (JARC) and 5317 (New Freedoms) funds. VVTA had not spent these funds while awaiting approval for a mobility manager position and plan.
4. VVTA initiated a CMAQ-funded project (with funding for 3 years) in January 2011, the BV Link. The BV Link is a relatively new fixed route lifeline service that initially served between Barstow and Victorville operating 3 days per week, and serving medical facilities and shopping opportunities. Service to Fort Irwin began in May 2012. An

extension to the San Bernardino Valley (San Bernardino and Fontana) began in October 2012 to serve the Metrolink Stations and medical centers.

5. Although outside the audit period, VVTA constructed and moved into a new administration and operations facility beginning in November 2011, with all services moved by April 2012. The facility offers improved and expanded amenities and has the capacity to accommodate up to 100 buses which is more than sufficient for the current and near-term fleet. It is a green energy efficient building with photovoltaic shade structures that produce enough electricity for the facility as well as provide vehicle parking shade. Providing shade for vehicles reduces time needed to cool down vehicles thus reducing fuel consumption and emissions. The new facility also improved overall morale among the contractor employees.
6. Additional significant capital purchases were made during the audit period to improve operations and safety including Global Positioning Systems for improved dispatching plus real time bus location via the web; Automatic Passenger Counters; automated bus stop annunciators; and video surveillance.

Recommendations

<i>Performance Audit Recommendation</i>	<i>Background</i>	<i>Timeline</i>
#1 Develop and Retain a Facility Maintenance Plan	VVTA recently moved into a new facilities building with more space and modern features. However, with noted construction issues identified by VVTA staff in some areas of the facility, a plan to maintain the facility should be retained and VVTA management staff given responsibility to implement the plan in efforts to control cost and maintain facility functionality.	High Priority
#2 Submit Separate Annual State Controller's Reports for Fixed Route and Direct Access	VVTA has been submitting a combined report to the State for both fixed route and paratransit. As Direct Access is a paratransit service exclusive for ADA passengers, State Controller Report instructions require the filing of separate reports between the two modes, one for general public service and another for exclusive service. The Controller's instructions state "...a separate report must be filed for each type of service provided: General Public Use Service or Specialized Service exclusive for elderly and/or handicapped..." These two reports	High Priority

<i>Performance Audit Recommendation</i>	<i>Background</i>	<i>Timeline</i>
	should be submitted within the timelines prescribed by the instructions.	
#3 Increase VVTA Administrative Staff	<p>VVTA has traditionally had a very small administrative management staff. To help ensure all administrative tasks and functions of a growing transit agency are covered and backed up, consideration should be given to increase the level of administrative management staff. Possible areas that could benefit from additional staff support include planning, government relations, grants and asset management, and accounting. Also, given that VVTA has a large student ridership, consideration should also be made to expand media relations to include digital content such as social media. An internship type position could be an appropriate measure for this need.</p> <p>Additional expansion of staff should be made in the context of the recent Consolidation Study and its findings.</p>	High Priority
#4 Plan for fare adjustment or increase as conditions warrant	The Operations and Growth Analysis completed in 2007 recommended a fare increase. VVTA held the required hearings to increase the fares but decided not to implement the fare increase in light of the economic recession. VVTA should continue its evaluation and planning for fare adjustments in light of improving economic and operational conditions.	Medium Priority
#5 Provide Systemwide Map	VVTA should develop a systemwide map depicting the fixed routes and paratransit service coverage areas. A systemwide map would provide improved customer service through visualization of route connections within VVTA and other transit systems. A digital system map should be first developed for the VVTA web site to coincide with the individual route maps. The digital version enables a low cost alternative and instant	Medium Priority

<i>Performance Audit Recommendation</i>	<i>Background</i>	<i>Timeline</i>
	reach to passengers with digital access. Printing and distribution of a printed map may not be as cost effective, but should be considered for use based on the effectiveness and distribution of existing printed individual maps.	

BY AIR MAIL



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

Minute Action

AGENDA ITEM: 17

Date: September 4, 2013

Subject: Contract No. C14004 to GRFCO Inc. for the E Street Storm Drain Project

Recommendation:* Note Commuter Rail and Transit Committee approval to award Construction Contract No. C14004 to GRFCO Inc., the lowest responsive, responsible bidder for the E Street Storm Drain Improvements in the not-to-exceed amount of \$354,300.

Approve Allowances/Contingency for Contract No. C14004 for a not-to-exceed amount of \$35,430 and authorize the Executive Director, or designee to release contingency as necessary for completion of the project.

Background: As part of the San Bernardino Transit Center (SBTC) project, a storm drain will be constructed along Rialto Avenue and E Street in the City of San Bernardino. The SBTC is expected to be in construction by the end of 2013. The Omnitrans sbX project is currently under construction and expected to be substantially completed by the end of 2013 with operations set to begin in April 2014. The installation of a new storm drain in E Street needs to be completed before the rest of SBTC begins construction to allow for the construction to coincide with the sbX construction efforts on E Street. By coordinating these efforts, the pavement on E Street will only have to be repaved once and avoid service disruption to sbX.

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

BRD1309a-cd

Attachments:

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a1-cd.pdf>

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a2-cd.docx>

The engineer's estimate for the construction was \$374,650 and construction is expected to last no more than eight (8) weeks.

On June 28, 2013, IFB 14004 – *E Street Storm Drain Improvements* was released for competitive procurement. A pre-bid conference was held on July 8 and two addenda were issued. Bids were due on July 26, 2013 and eight (8) bids were received. The table below shows the price and bid from each responsive bidder.

<u>Bidder</u>	<u>Bid Amount</u>
GRFCO	\$354,300.00
Surina Construction	361,196.00
O'Duffy Bros., Inc	390,555.00
C.P. Construction	\$392,980.00
SRD Engineering	\$397,845.00
Christensen Brothers	\$479,703.80
Pyramid	\$525,725.00
MCC Equipment	\$531,020.00

San Bernardino Associated Governments (SANBAG) staff has determined that GRFCO's bid documents are complete and in order in accordance with the submittal requirements, and there have been no vendor protests regarding the proposed award to GRFCO.

However, Staff received a letter, with attached documents, from the Center for Contract Compliance (CCC), which is, according to its website, a non-profit organization affiliated with the Laborer's International Union of North America. The letter contains allegations of wrongdoing against Garcia Juarez Construction, an affiliate of GRFCO, and against GRFCO's principals, George Frost and Jim Jackson, and asks that SANBAG find that GRFCO is not a "responsible" bidder and therefore reject its bid on that basis.

GRFCO has also provided a letter and documents in response to the CCC allegations. GRFCO asserts that each of the CCC allegations are either false, irrelevant to GRFCO or exaggerated. GRFCO also provided references and letters of recommendation relating to public works projects carried out by GRFCO and Garcia Juarez Construction.

Staff and the General Counsel's Office have reviewed the letters and the supporting documents provided by both CCC and GRFCO. Staff has also done reference checks and verifications on the documents. Those responding to reference requests were positive regarding GRFCO and its principals, as to quality, timeliness, and cost of the work and also as to cooperativeness.

SANBAG is required by law and by its adopted policy to award the contract to the lowest responsive and responsible bidder. California law requires that before awarding a contract to other than the lowest bidder, the agency must make a finding, based on substantial evidence, after a full due process hearing, that the low bidder is "not qualified" to perform the work required in the contract. It is the opinion of the staff and the General Counsel's Office that, even if the allegations were all proven to be true, they would likely not support a finding that GRFCO is not a responsible bidder under California law.

Staff has also determined that the allegations against GRFCO would not support a debarment under SANBAG's recently adopted debarment review policy.

As a result, staff recommended that the committee find that GRFCO is the lowest responsive, responsible bidder and approve the construction Contract No. C14004 for the E Street Storm Drain Improvements Project be awarded in the not-to-exceed amount of \$354,300. Staff is also recommending approval of allowances/contingency for Contract No. C14004 for the E Street Storm Drain Project for construction contingency in the amount of \$35,430 and authorized the Executive Director or his designee to release the contingency as necessary to complete the project.

At the July 2013 meeting, the Board delegated authority to the Commuter Rail & Transit Committee to award Contract No. C14004 to ensure the construction activities were complete prior to final street improvements that are to be made as part of the Omnitrans sbX construction.

Financial Impact: This item is consistent with the Fiscal Year 2013/2014 approved budget. Funding will come from Contract No. C12117 with Omnitrans for the San Bernardino Transit Center.

Reviewed By: This item was reviewed and approved at the Commuter Rail and Transit Committee on August 15, 2013. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs



CONTRACT SUMMARY SHEET

Contract No. C 14004 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and GRFCO, Inc.

Contract Description Construction of a 36 inch storm drain on E Street in San Bernardino

COMMUTER RAIL & TRANSIT COMMITTEE

Board of Director's Meeting Date: August 15, 2013	
Overview of BOD Action: Approve Contract C14004	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	354,300	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$		Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	354,300	TOTAL CONTINGENCY VALUE	\$	35,430
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 389,730

Contract Start Date 8/15/2013	Current Contract Expiration Date 12/31/2013	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. 0311.	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Omnitrans Contract C12117	
<input checked="" type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds
<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: 6012 (Transit Center Project Fund)	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Casey Dailey		8.5.13
Project Manager (Print Name)		8/7/13
Mitch Alderman		8/5/13
Task Manager (Print Name)		8/6/13
Andrea Zureick		8/6/13
Dir. of Fund Admin. & Programming (Print Name)		
Jeffery Hill		
Contract Administrator (Print Name)		
Bill Stawarski		
Chief Financial Officer (Print Name)		

IFB Number: 14004
IFB Title: E Street Storm Drain Bid
Bid Due Date: July 26, 2013 at 2:00 pm

Preliminary Bid Opening Results

Bidder	Bid Amount
GRFCO	\$354,300
Surina Construction	\$361,196
O' Duffy Bros	\$390,555
C.P. Construction	\$392,980
SRD Engineering	\$397,845
Christensen Brothers	\$479,703.80
Pyramid	\$525,725
MCC Equipment	\$531,020

***Note: Not official Results. Review of bids will be conducted for determination of the lowest responsive/responsible Bidder.**

ATTACHMENT B

Contract C14004 – E Street Storm Drain Improvements General Scope of Work

The proposed work on E Street includes the installation of a 36 inch storm drain from the railroad right-of-way north to Rialto Avenue, as well as the installation of a six (6) inch sewer lateral from the main line on E Street. The sewer line will be installed up to the SBTC property line. In addition, the San Bernardino Municipal Water Department (SBMWD) will be installing a six (6) inch fire service line from the water main to the property line on E Street. Performing the work prior to the completion of sbX construction will avoid disruption once service begins and will avoid unnecessary costs by performing all work in E Street prior to the final layer of new asphalt.

Contractor Provided Bid Item List

IFB 14004 Bid List					
Item No.	Description	Unit	Quantity	GRFCO	
				Unit Cost	Total Cost
1	36" RCP, 2250 D	LF	305	\$ 440.00	\$ 134,200.00
2	36" RCP, 3000 D	LF	50	\$ 475.00	\$ 23,750.00
3	24" RCP, 2250 D	LF	122	\$ 435.00	\$ 53,070.00
4	18" RCP, 2250 D	LF	8	\$ 135.00	\$ 1,080.00
6	Catch Basin (W=7')	EA	1	\$ 5,000.00	\$ 5,000.00
7	Catch Basin (W=14')	EA	1	\$ 7,000.00	\$ 7,000.00
8	Junction Structure No. 2	EA	1	\$ 3,000.00	\$ 3,000.00
9	Storm Drain Manhole No. 2	EA	1	\$ 6,000.00	\$ 6,000.00
10	Storm Drain Manhole No. 2 Modified	EA	1	\$ 6,000.00	\$ 6,000.00
11	Local Depression, Type 2	EA	2	\$ 2,000.00	\$ 4,000.00
13	Connect existing rectangular culvert to storm drain pipe	LS	1	\$ 3,000.00	\$ 3,000.00
14	Brick and mortar plug	LS	4	\$ 200.00	\$ 800.00
15	Manhole (APWA 322-2)	EA	1	\$ 6,000.00	\$ 6,000.00
16	Remove and replace miscellaneous sidewalk, curb and gutter	LS	1	\$ 3,000.00	\$ 3,000.00
17	Remove existing catch basin & local depression	LS	1	\$ 1,000.00	\$ 1,000.00
18	Remove existing 24" RCP	LS	1	\$ 2,000.00	\$ 2,000.00
19	Remove existing RCB	LS	1	\$ 1,000.00	\$ 1,000.00
20	Shoring	LS	1	\$ 40,000.00	\$ 40,000.00
21	Sewer Manhole per SBPWD Std. 300,301,304.	EA	1	\$ 5,000.00	\$ 5,000.00
22	8" V.C.P. Sewer line (extra strength)	LF	47	\$ 200.00	\$ 9,400.00
23	Sewer Cleanout per SBPWD Std 303	EA	1	\$ 2,000.00	\$ 2,000.00
24	Concrete Encasement No. 2 per SBPWD Std. 309	EA	1	\$ 1,000.00	\$ 1,000.00
25	Paving Replacement	LS	1	\$ 20,000.00	\$ 20,000.00

ATTACHMENT B

26	CLSM SSPWC (Greenbook) Section 201-6	LS	1	\$ 1,000.00	\$ 1,000.00
27	Remove and dispose excavated material	LS	1	\$ 5,000.00	\$ 5,000.00
28	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
29	Slurry Backfill around S.D. manhole adjacent to tracks	LS	1	\$ 1,000.00	\$ 1,000.00
30	Mobilization/ Demobilization	LS	1	\$ 5,000.00	\$ 5,000.00
				Total:	\$ 354,300.00



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

Minute Action

AGENDA ITEM: 18

Date: September 4, 2013

Subject: Project Funding Agreement C13111 for the High Desert Corridor

Recommendation:* 1. Approve Project Funding Agreement C13111 with the Los Angeles County Metropolitan Transportation Authority for the preliminary engineering phase of the High Desert Corridor Project, which includes a total Measure I contribution of \$4,447,535.

2. Approve a budget amendment to increase Task No. 0516, Measure I Mt/Desert Apportionment and Allocation, by \$500,000 to be funded with Measure I Victor Valley Subarea – Project Development/Traffic Management Systems funds.

Background: In February, 2012 the Board allocated \$500,000 in Victor Valley Project Development/Traffic Management System (PD/TMS) funds to the High Desert Corridor project (HDC) to contribute to the initial environmental studies and the addition of a passenger rail component to the project. Additionally, on April 11, 2013, the SANBAG Board allocated \$3,947,535 in Measure I Major Local Highways Program (MLHP) originally designated for Green Tree Boulevard to the HDC project development effort. This allocation of MLHP funds was a replacement for HDC earmark funds that were used on the Green Tree Boulevard project.

Currently, the HDC has \$30 million in Measure R funds from the Los Angeles County Metropolitan Transportation Authority (Metro) and \$15.5 million in Regional Improvement Program (RIP) funds from Caltrans District 7.

*

*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.
 BRD1309a-ep
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13111.doc>

The City of Victorville and the High Desert Corridor JPA were granted \$16.4 million in Federal Demonstration funds for the project that was to be used for environmental clearance work. This includes the earmark which is being replaced by the current allocation of MLHP funds.

The subject agreement defines the roles and responsibilities of the signatory agencies in funding and administering the Measure I funds for the preliminary engineering phase of the HDC from the SR14 in Los Angeles County to the SR18/Bear Valley Road in San Bernardino County.

Metro and Caltrans staff will continue working on the environmental clearance for the Project, which is currently expected in Fall 2014. Staff will provide periodic updates to the Board on the progress of the Project.

Financial Impact: This item is not consistent with the approved SANBAG Fiscal Year 2013/2014 budget. A budget amendment is required to increase Task No. 0516 by \$500,000 in Measure I Victor Valley Subarea – PD/TMS funds.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on August 16, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Responsible Staff: Andrea Zureick, Director of Fund Administration & Programming



CONTRACT SUMMARY SHEET

Contract No. C 13111 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Los Angeles County Metropolitan
Transportation Authority

Contract Description High Desert Corridor from the SR14 in Los Angeles County to the SR18/Bear Valley Road in San Bernardino County

Board of Director's Meeting Date: 9/4/2013	
Overview of BOD Action: Approve Project Funding Agreement C13111 with LA Metro for the HDC in the amount of \$4,447,535; amend Task 0516 to add \$500,000 Victor Valley MSI PD/TMS funds.	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	4,447,535.00	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	\$	4,447,535.00	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 4,447,535.00

Contract Start Date 9/4/13	Current Contract Expiration Date 6/30/17	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____.				
<input checked="" type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? \$500,000 MI VV PD/TMS and \$3,947,535 MI VV MLHP Bond funds				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: \$500,000 MI Victor Valley PD/TMS Funds and \$3,947,535 MI Victor Valley MLHP Bond Funds				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

Ellen Polloma
Project Manager (Print Name)

Andrea Zureick
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

W. STANESIA
Chief Financial Officer (Print Name)

Ellen Polloma 7/31/13
Signature Date

Andrea Zureick 7/31/13
Signature Date

Andrea Zureick 7/31/13
Signature Date

Jeffery Hill 7/31/13
Signature Date

W. STANESIA 8/1/13
Signature Date

PROJECT FUNDING AGREEMENT C13111

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY**

FOR

**THE HIGH DESERT CORRIDOR
FROM THE SR-14 IN LOS ANGELES COUNTY
TO THE SR-18/BEAR VALLEY ROAD IN SAN BERNARDINO COUNTY**

THIS Project Funding Agreement (“Agreement”) is made and entered into this ____ day of _____ by and between the San Bernardino Associated Governments acting in its capacity as the San Bernardino County Transportation Authority (hereinafter referred to as “SANBAG”) and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (hereinafter referred to as “METRO”). SANBAG and METRO 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 Project Development/Traffic Management System (PD/TMS) and Major Local Highway Program (“MLHP”) funds;

B. The High Desert Corridor Project connects the Antelope Valley in Los Angeles County to the Victor and Apple Valleys in San Bernardino County with a highway, energy production and/or transmission facilities, and high speed rail feeder service line (“PROJECT”), and is one of the projects identified as eligible for such funding;

C. The High Desert Corridor Joint Powers Authority (“HDCJPA”) was created by the Counties of Los Angeles and San Bernardino to provide for the planning and implementation of the PROJECT, and the State of California through its Department of Transportation (“CALTRANS”) has undertaken Project Approval and Environmental

C13111

Page 1 of 7

Document work funded by METRO through the CALTRANS Measure R Program Project Approval and Environmental Document (PA&ED) Funding Agreement dated April 1, 2010. HDCJPA has designated METRO as the Project Manager.

D. SANBAG has determined that the PROJECT is eligible to receive the Victor Valley Subarea PD/TMS and MLHP funds for the environmental document phase of work (hereinafter referred to as "PHASE") which is currently underway;

E. On February 1, 2012, SANBAG's Board of Directors approved allocation of \$500,000.00 in Victor Valley Subarea PD/TMS funds to METRO for the PROJECT PHASE;

F. On April 11, 2013, SANBAG's Board of Directors approved allocation of \$3,947,535.00 in Victor Valley Subarea MLHP funds to METRO for the PROJECT PHASE;

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

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

I. This Agreement is intended to delineate all of SANBAG's duties and funding responsibilities and certain of METRO's duties and funding responsibilities for the PROJECT PHASE;

J. SANBAG and METRO are entering into this Agreement with the understanding that SANBAG will reimburse METRO for eligible PROJECT PHASE expenditures with a maximum of \$500,000 in PD/TMS funds and \$3,947,535.00 in MLHP funds;

K. SANBAG and METRO acknowledge that the PD/TMS funds were allocated to the PROJECT to add a passenger rail component to the PROJECT PHASE; and

L. SANBAG and METRO acknowledge that the MLHP funds became readily available due to the transfer of idle earmark funds from the PROJECT to the Green Tree Boulevard portion of the Yucca Loma Corridor project.

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

SECTION I

SANBAG AGREES:

1. To reimburse METRO for a portion of the actual cost of the PROJECT PHASE up to a maximum of \$500,000 in PD/TMS funds and \$3,947,535.00 in MLHP Funds. SANBAG shall have no further responsibilities to provide

any funding for PROJECT exceeding this amount unless prior authorization has been approved by the SANBAG Board of Directors.

2. To reimburse METRO within 30 days after METRO submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT PHASE expenditures that were incurred by METRO or CALTRANS up to a maximum of \$4,447,535.00, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG 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 METRO 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 SANBAG when planning and conducting additional audits.
4. SANBAG shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

METRO AGREES:

1. To be the Project Manager for this PROJECT PHASE and to diligently undertake and complete the work in a timely manner.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CALTRANS and METRO, subject to reimbursement by SANBAG hereunder, for an amount not to exceed \$500,000 in PD/TMS funds and \$3,947,535.00 in MLHP Funds, and are reimbursable by SANBAG in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT PHASE by CALTRANS and METRO are considered eligible PROJECT PHASE expenses and may be charged to the PROJECT PHASE funds subject to SANBAG's guidelines.
3. To abide by all SANBAG, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
4. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of eligible PROJECT PHASE expenses. Invoices may be submitted to SANBAG 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 SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG during normal business hours at METRO's Office. Copies will be made and furnished by METRO upon written request by SANBAG.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support METRO'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 CALTRANS and METRO.
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 SANBAG 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 SANBAG, at SANBAG'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 SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of METRO receiving notice of audit findings, which time shall include an opportunity for METRO to respond to and/or resolve the findings. Should the findings not be otherwise resolved and METRO fail to reimburse moneys due SANBAG within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, SANBAG reserves the right to withhold future payments due METRO from any source under SANBAG's control.
10. To include SANBAG in PDT meetings and in related communications on PROJECT progress, to provide at least quarterly schedule updates to SANBAG, and to consult with SANBAG on critical issues relative to the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT PHASE, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. SANBAG shall have no further responsibilities to provide any funding for PROJECT exceeding \$500,000 in PD/TMS funds and \$3,947,535.00 in MLHP Funds unless prior authorization has been approved by the SANBAG Board of Directors;
3. Eligible PROJECT reimbursements shall include only those costs incurred by METRO for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
4. Neither SANBAG 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 METRO under or in connection with any work, authority or jurisdiction delegated to METRO under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, METRO shall fully defend, indemnify and save harmless SANBAG, 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 METRO under or in connection with any work, authority or jurisdiction delegated to METRO under this Agreement. METRO's indemnification obligation applies to SANBAG's "active" as well as "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
5. Neither METRO 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 SANBAG under or in connection with any work, authority 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 METRO, 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 SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. SANBAG's indemnification obligation applies to METRO's "active" as well as "passive" negligence but does not apply to METRO's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

6. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG or June 30, 2017, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 4 and 5 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event the PROJECT PHASE work does not progress within twelve (12) months of the Effective Date of this Agreement.
 7. SANBAG may terminate this Agreement if METRO 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.
 8. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
 9. This Agreement is effective and shall be dated on the date executed by SANBAG.
-

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

**LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY**

By: _____
W.E. Jahn,
Chairperson

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

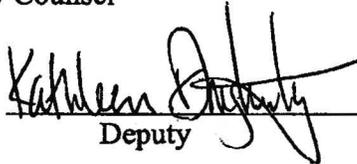
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: 
Deputy

Date: _____

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____



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

Minute Action

AGENDA ITEM: 19

Date: September 4, 2013

Subject: Interstate 10 University Street Interchange Memorandum of Understanding

- Recommendation:***
1. Approve Memorandum of Understanding No. C13168 with the City of Redlands for the development of the Interstate 10 University Street Interchange project.
 2. Waive the five-year contract term limitation set forth in Policy 11000.

Background: The Interstate 10 (I-10) University Street Interchange is the fourth highest priority in the Measure I 2010-2040 Freeway Interchange Program. University Street is a north-south arterial in the City of Redlands (City) and forms a tight half-diamond interchange with I-10 with a westbound on-ramp and an eastbound off-ramp. This location has been experiencing high levels of traffic congestion resulting in vehicles backing up onto the freeway when waiting to exit during peak hours. As a result, the City has requested to move forward with improvements to the I-10 University Street Interchange (Project).

The purpose of this Memorandum of Understanding No. C13168 (MOU) between the San Bernardino County Transportation Authority (SANBAG) and the City is to document the terms and conditions of cooperation required to complete the Project with respect to cost, funding shares, schedule, and scope. The MOU does not commit SANBAG or the City to perform work or provide funding for the Project but provides the overall framework necessary to complete all phases of the

*

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.
 BRD1309a-cs

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13168.docx>

Project. Cooperative Agreements will be developed for each phase of the Project that will identify the specific roles and funding responsibilities.

It is anticipated that SANBAG will be the lead agency for the remaining phases of work, although whether the Resolutions of Necessity for right-of-way acquisition, if needed, will be heard by the City or at the California Transportation Commission is yet to be determined. Upon approval of the MOU, staff will commence work on the cooperative agreement for the Project Study and Environmental phases of work

The City Council is scheduled to approve the MOU on September 3, 2013.

The termination date of the MOU is the earlier of the Project notice of completion recordation date or September 30, 2021. It is expected that it will take longer than five years to complete all phases of the Project, therefore staff requests waiver of the five-year contract term limitation set forth in Policy 11000.

Financial Impact: This item has no financial impact on the approved Fiscal Year 2013/2014 budget as it does not commit any funds.

Reviewed By: This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2013. SANBAG General Counsel and Contract Administrator have approved this item and the Memorandum of Understanding.

Responsible Staff: Andrea Zureick, Director of Fund Administration & Programming



CONTRACT SUMMARY SHEET

Contract No. C 13168 Amendment No. _____

By and Between

SANBAG (As Authority) and City of Redlands

Contract Description Interstate 10 at University Street Memorandum of Understanding

Board of Director's Meeting Date: September 4, 2013
Overview of BOD Action: 1. Approve Memorandum of Understanding C13168 with the City of Redlands for the development of the Interstate 10 at University Steet Interchange Project.
Is this a Sole-Source procurement? Yes No

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

Contract Start Date 9/4/2013	Current Contract Expiration Date 9/31/2021	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. 0899.
 A Budget Amendment is required. How are we funding current FY?
 Budget authority will be handled in phase specific cooperative agreements

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 NOTE: This is a MOU and does not commit any funds.

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes: Retention? If yes, indicate % ____.

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

<u>Garry Cohoe</u>	<u>[Signature]</u>	7-31-13
Task Manager (Print Name)	Signature	Date
<u>[Signature]</u>	<u>[Signature]</u>	7/31/13
Project Manager (Print Name)	Signature	Date
<u>Andrea Turcotte</u>	<u>[Signature]</u>	7/31/13
Dir. Of Fund Administration (Print Name)	Signature	Date
<u>Jeffery Hill</u>	<u>[Signature]</u>	8/11/13
Contracts Manager (Print Name)	Signature	Date
<u>W. STANARSKI</u>	<u>[Signature]</u>	8/26/13
Chief Financial Officer Signature (Print Name)	Signature	Date

C13168

CONTRACT C13168

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO TRANSPORTATION AUTHORITY

AND THE CITY OF REDLANDS

FOR THE DEVELOPMENT OF

THE INTERSTATE 10/UNIVERSITY STREET INTERCHANGE PROJECT

I. PARTIES AND TERM

- A. This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO TRANSPORTATION AUTHORITY (“SANBAG”) and the CITY OF REDLANDS (“PROJECT SPONSOR”) (together, the “PARTIES”) on the Effective Date defined later herein.
- B. The Term of this MOU will commence on the Effective Date and, unless earlier terminated as provided in Section V, Paragraph D of this MOU, terminate upon the date a notice of completion is recorded for the Interstate 10 at University Street Interchange Project (“PROJECT”) or September 30, 2021, whichever is earlier.

II. RECITALS

- A. WHEREAS, the PROJECT is included in the approved SANBAG 10-Year Delivery Plan and SANBAG Development Mitigation Nexus Study and is eligible to receive funds from the Measure I 2010-2040 Valley Freeway Interchange Program.
- B. WHEREAS, the PARTIES desire to proceed with development of the PROJECT.
- C. WHEREAS, the PARTIES are entering into this MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.
- D. WHEREAS, a conceptual layout of the PROJECT is shown in Exhibit B, attached hereto and incorporated herein by this reference.
- E. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of their availability.

- F. WHEREAS, the Public Share is defined as the percentage share of PROJECT cost calculated as the total cost of the PROJECT minus the development share (or Local Agency share), and the Local Agency share is defined as the percentage share of the PROJECT cost assigned as the development contribution percentage as listed in the SANBAG Development Mitigation Nexus Study.
- G. WHEREAS, the PARTIES understand that the purpose of this MOU is to outline the steps and funds necessary to complete the PROJECT, but this MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES and does not grant any rights.
- H. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding necessary for completion of the PROJECT to assist the Parties in their decision-making and budgeting for the PROJECT.
- I. WHEREAS, the PARTIES understand that a cooperative agreement will be developed for each phase of the PROJECT that will identify the specific roles and responsibilities of SANBAG and PROJECT SPONSOR including specific funding commitments.

III. SANBAG'S RESPONSIBILITIES

- A. SANBAG will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 (Policy 40005) and subsequent cooperative agreements.
- B. SANBAG will consider the development of a Loan Agreement(s) for the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Policy 40005.
- C. SANBAG will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by SANBAG to facilitate delivery of the PROJECT.
- D. PROJECT SPONSOR and SANBAG shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

IV. PROJECT SPONSOR'S RESPONSIBILITIES

- A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Policy 40005 and subsequent agreements, including loan agreements.
- B. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with SANBAG, as determined reasonably necessary by PROJECT SPONSOR to facilitate delivery of the PROJECT.
- C. PROJECT SPONSOR acknowledges that in accordance with Policy 40005--VFI-2, PROJECT SPONSOR is responsible for nominating the PROJECT. If freeway interchange project nominations by SANBAG sponsoring member agencies exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority as assigned in the Strategic Plan. Failure to provide its Local Share of funding in a timely manner could jeopardize the schedule and/or delivery of the PROJECT and could put other projects lower on SANBAG's Measure I interchange priority list in a position to utilize the

available public share which have the local share available. Lower ranked projects could take precedence in Measure I funding for a period of time until additional funding is available for the PROJECT SPONSOR to meet its Local Share requirement for its PROJECT, pursuant to Strategic Plan Policy VFI-21. SANBAG will provide a written notice to PROJECT SPONSOR if PROJECT is in jeopardy of losing its funding priority to another project, and PROJECT SPONSOR will be provided 60 days to respond with a funding plan.

D. PROJECT SPONSOR and SANBAG shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

V. MISCELLANEOUS

A. The PARTIES will act in good faith to see the construction of the PROJECT is completed.

B. The PARTIES acknowledge that should federal funds be used in the environmental or design phases of work, Federal Highway Administration (FHWA) requires that the PROJECT must move to a capital phase (right of way or construction) within ten years or the federal funds may be required to be repaid to FHWA. Responsibilities related to the federal funding will be outlined in the funding cooperative agreement(s).

C. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.

D. Termination. Both SANBAG and PROJECT SPONSOR shall have the right at any time, to terminate this MOU, by giving thirty (30) calendar days prior written notice to the other Party, specifying the date of termination. Termination of the MOU will not terminate the PARTIES' continuing obligations under any cooperative agreements generally referenced in Section II, Paragraph I. Termination of this MOU by request of PROJECT SPONSOR will be understood by SANBAG that PROJECT SPONSOR wishes to discontinue work on the PROJECT, unless otherwise stated in an active cooperative agreement or in a subsequent MOU or agreement.

E. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be Chris Diggs, Deputy Municipal Utilities and Engineering Department Director for the CITY OF REDLANDS. For SANBAG, that person shall be Paula Beauchamp. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

<p>CITY OF REDLANDS 35 Cajon Street, Ste. 15A Redlands, CA 92373 ATTN: Chris Diggs, Deputy Municipal Utilities and Engineering Director CC: Ross Wittman</p>	<p>SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

F. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the original signatories of this MOU, or their successors or designees.

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon execution of this MOU by SANBAG ("Effective Date").

SANBAG

CITY OF REDLANDS

By: _____
W.E. Jahn
Board President

By: _____
Pete Aguilar, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Daniel J. McHugh
City Attorney

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

Exhibit A

Project Scope:

The PROJECT will improve the Interstate 10/University Street interchange ramps, including intersection work, turning lanes and striping. It is anticipated that SANBAG will be lead on all phases of work.

Project Cost Estimate* and Funding Shares:

Public Share: 82.1%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 17.9%

Local Jurisdictional Split of the DIF Share: Redlands 100%

Phase	Estimated Cost	Public Share	Development Share
Project Study Report/Project Development Support Project Initiation Document (PSR/PDS)	\$50,000	\$41,050	\$8,950
Project Approval and Environmental Design	\$150,000	\$123,150	\$26,850
Right-of-Way (including Utilities*)	\$240,000	\$197,040	\$42,960
Construction (Including Construction Management)	\$260,000	\$213,460	\$46,540
SANBAG Oversight	\$4,400,000	\$3,612,400	\$787,600
	\$100,000	\$0	\$100,000
Total	\$5,200,000	\$4,187,100	\$1,012,900

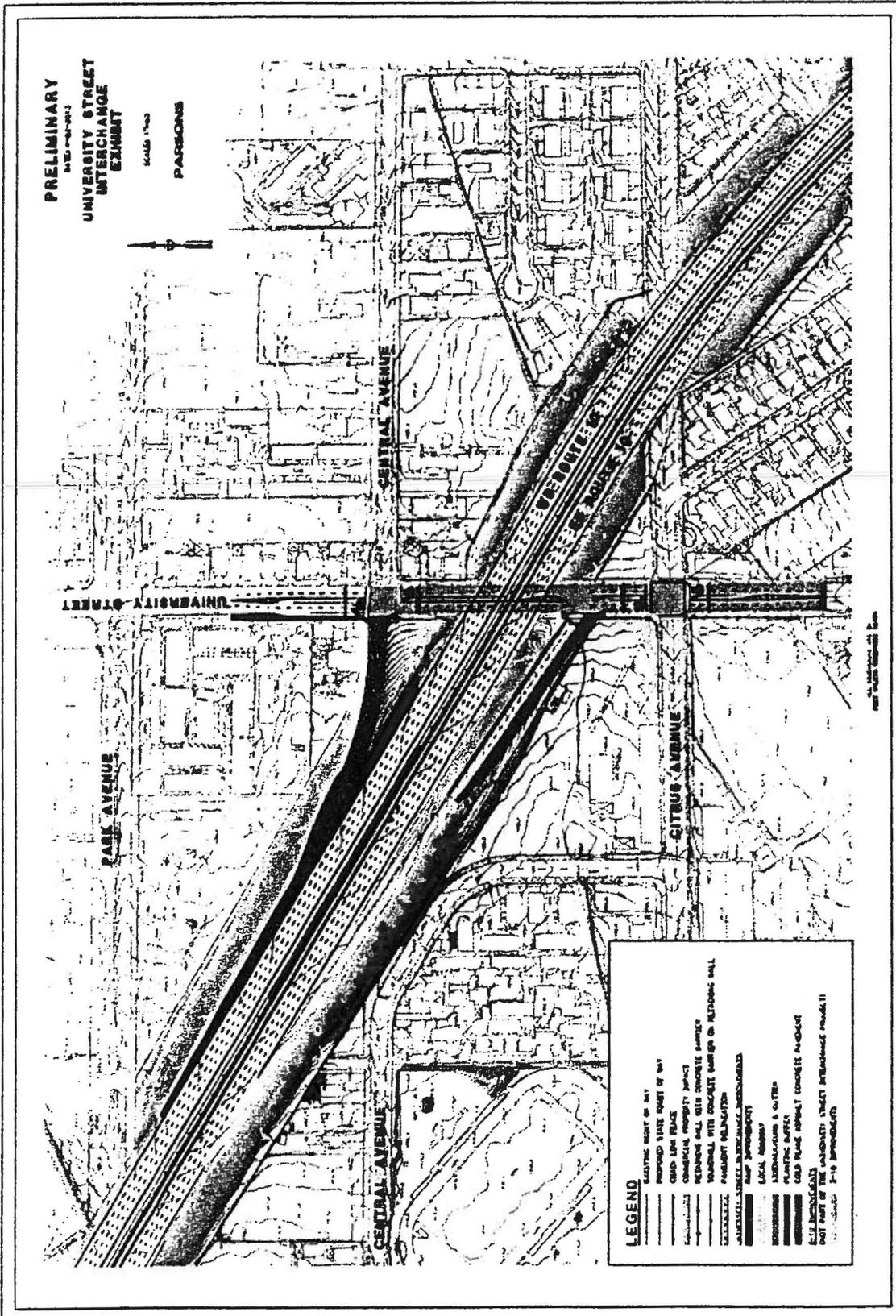
* Project estimate is based on conceptual level layouts as PSR/PDS has not been completed. Construction Phase cost includes approximately \$200,000 for landscaping.

Project Milestones:

Milestone	Actual (Forecast)
Start of Project	September 2013
PSR/PDS Approval	September 2014
Environmental Approval	April 2016
Design Approved/ROW Certified	April 2018
Construction Notice to Proceed**	June 2018
Completed for Beneficial Use	June 2019

** Assumes federal authorization required.

Exhibit B Conceptual Layout





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

Minute Action

AGENDA ITEM: 20

Date: September 4, 2013

Subject: Fund Exchange for the Inland Empire Goods Movement Gateway Projects

Recommendation:* 1. Approve allocating the remaining balance of \$16.5 million of federal funds designated for the Inland Empire Goods Movement Gateway project to the I-10 Tippecanoe Interchange Phase II Construction project based on a first-come, first-served basis.

2. Approve replacing \$5,000,000 of High Priority Program Funds for the I-215 University Parkway Interchange Improvement project with \$5,000,000 of future Surface Transportation Program funds, and allow those funds to retain the "buy-down" status of the High Priority Program funds.

3. Approve replacing \$1,500,000 of High Priority Program Funds for I-215 Barton Interchange Improvement project with \$1,500,000 of future Surface Transportation Program funds.

Background: In August 2005 Congressman Jerry Lewis was successful in securing a total of \$20 million of High Priority Program funds and \$55 million of Projects of National and Regional Significance funds for the Inland Empire Goods Movement Gateway project (IEGMGP) in the approval of the Safe, Accountable, Flexible, Efficient Transportation Equity Act-A Legacy for Users (SAFETEA-LU). Subsequent to the approval, Congressman Lewis corresponded with California Business, Transportation, and Housing Secretary requesting the State

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.

BRD1309a-pc

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a1-pc.pdf>

distribute these funds consistent with congressional intent outlined in the attached letter (Attachment A). Further actions by the SANBAG Board resulted in the following distribution of funds:

- \$43 million on I-215 segment 2, 3, & 5. (includes \$36.5 million in Measure I fund exchange with IVDA for improvements around the San Bernardino airport)
- \$5.5 million on I-10 Tippecanoe Interchange Phase II Right of Way
- \$2 million on Boulder Avenue Improvement and Bridge
- \$18 million on I-10 Tippecanoe Interchange Phase II Construction
- \$1.5 million on I-215 Barton Road Interchange
- \$5 million on I-215 University Parkway Interchange

Of the projects above, funds for I-215 and I-10 Tippecanoe Interchange Phase II Right of Way have been obligated, and the funds for Boulder Avenue Bridge are in process of being obligated.

Although \$75 million was apportioned in SAFETEA-LU, takedowns and lower annual allocations resulted in only approximately \$67 million in actual Obligation Authority (OA) being made available. When projects included in the IEGMGP began to be obligated, the reduced OA was not anticipated. Had it been anticipated, it might have been possible to distribute the reduction among the various projects. However, considering the time that has passed since these earmarks were first made, and in an effort to protect the remaining funds from possible rescission, SANBAG staff recommends the remaining projects be allocated on a first-come, first-served basis. Based on current project schedules, this would result in the OA balance of \$16.5 million being obligated for I-10 Tippecanoe Interchange Phase II construction.

Staff recommends replacing the \$1.5 million and \$5 million earmark funds currently programmed for the I-215 Barton Interchange and I-215 University Interchange projects, respectively, with Surface Transportation Program (STP) funds. In accordance with SANBAG policy, the earmark funds are considered "buy-down" funds, meaning the funds buy down the total project cost before development and public shares are calculated, and STP funds are considered public share funds. For the I-215 University Interchange project, staff recommends that the STP funds retain the "buy down" designation of the earmark funds so that the City of San Bernardino and the County, who both have development shares required for that interchange, are not disadvantaged by this fund swap. This action would be consistent with recent actions by the Board in preserving earmark funds that had been designated for High Desert Corridor, City of Needles, and rural County projects. The I-215 Barton Interchange project is not subject to public and development share contributions.

Financial Impact: This item does not impact the adopted SANBAG Fiscal Year 2013/2014 budget. Any fund changes to the I-10 Tippecanoe and I-215 Barton projects will be reflected in a future year budget. SANBAG is not currently the lead agency for the I-215 University project, so funds for that project are not included in the SANBAG budget.

Reviewed By: This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2013.

Responsible Staff: Andrea Zureick, Director of Fund Administration & Programming

JERRY LEWIS
41ST DISTRICT, CALIFORNIA

COMMITTEE
APPROPRIATIONS
CHAIRMAN

Congress of the United States
House of Representatives
Washington, DC 20515-0541
September 22, 2005

WASHINGTON OFFICE
ROOM 5112
RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-0641
202-225-2807
DISTRICT OFFICE
1100 BRIDGEWAY AVENUE
SUITE 4-2
REDLANDS, CA 92373-0514
909-485-2222
909-793-8201
1-800-288-1700
(WITHIN CALIFORNIA)
www.house.gov/jerrylewis

Secretary Sunne Wright McPeak
Business, Transportation & Housing Agency
980 9th Street, Suite 2450
Sacramento, CA 95814-2719

Dear Secretary McPeak:

As you begin the process of distributing federal funds for transportation projects included in SAFETEA-LU, I write to you regarding the Inland Empire Goods Movement Gateway project.

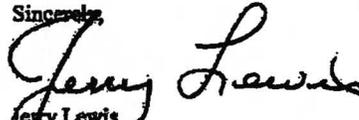
In SAFETEA-LU, I was pleased to secure \$55 million for the Inland Empire Goods Movement Gateway project under the Projects of National and Regional Significance category; as well as an additional \$20 million under Section 1701-High Priority Projects, for a total of \$75 million. As you may know, the Inland Valley Development Agency, the San Bernardino Associated Governments, and the cities of Highland and San Bernardino are implementing a regional effort to facilitate goods movement through the county, specifically in and around the former Norton Air Force Base. This project, called the Inland Empire Goods Movement Gateway, includes several transportation improvements that will greatly enhance mobility throughout the region and help speed the flow of commerce in the area.

In order to maximize the effectiveness of these funds, I respectfully request that you follow congressional intent by ensuring the funds are distributed in the following manner:

- \$30 million to the San Bernardino Associated Governments for the I-10/Tippecanoe Interchange
- \$1.5 million to the San Bernardino Associated Governments for the I-215/Barton Road Interchange
- \$36.5 million to the Inland Valley Development Agency for road, bridge, and grade separation improvements in and around the former base.
- \$2 million to the City of Highland, California for Boulder Avenue improvements and bridge widening
- \$5 million to the City of San Bernardino, California for the I-215/University Parkway Interchange

Thank you in advance for your attention to this important matter. Should you have any questions, please do not hesitate to contact me or Elizabeth Lewis, of my staff, at 202-225-5861.

Sincerely,


Jerry Lewis
Member of Congress

JL:el
cc: Will Kempton, Director of California Department of Transportation



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

Minute Action

AGENDA ITEM: 21

Date: September 4, 2013

Subject: Funding Allocation and Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2013/2014

- Recommendation:***
1. Approve the Measure I Funding Allocation for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2013/2014, as referenced in Table 1 in this agenda item
 2. Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2013/2014 as referenced in Attachment 1 to this agenda item

Background: As part of the 2010-2040 Measure I Strategic Plan, the Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policy 40006 requires each valley jurisdiction to execute a Jurisdiction Master Agreement with SANBAG to be eligible for reimbursement of Measure I Valley Arterial sub-program funds. All necessary agreements are in place and serve as multi-year contracts to apply throughout the remaining life of Measure I 2010-2040. On an annual fiscal year basis, as required by the Jurisdictional Master Agreements, SANBAG is to adopt the Measure I Valley Major Street Program/Arterial Sub-program funding allocations and project list.

The project list in Attachment 1 represents the projects for which expenditures are eligible for reimbursement in Fiscal Year 2013/2014. It is based on the project lists that the jurisdictions provided to SANBAG as part of their Capital Project Needs Analysis (CPNA) submittal. The list includes all projects listed for Fiscal

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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

Check all that apply.

BRD1309b-cs

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD309b1-cs.xlsx>

Years 2013/2014 and 2014/2015 plus projects for which there were prior expenditures that have not been fully reimbursed. Staff is requesting approval of the Project List (Attachment 1).

The funding allocations were presented to the SANBAG Board in April 2013 as part of the Fiscal Year 2013/2014 budget planning process. The Fiscal Year 2013/2014 funding allocations approved by the SANBAG Board in April 2013 are included in Table 1, as well as each jurisdiction's previous allocation amounts and cumulative allocation through Fiscal Year 2013/2014.

Table 1
Approved Measure I Valley Major Street/Arterial Sub-Program Allocation Amounts
(Dollars are in \$1,000s)

Jurisdiction	Equitable Share	FY 10/11 Allocation	FY 11/12 Allocation	Adjusted FY 12/13 Allocation	Approved Adjusted FY 13/14 Allocation	Cumulative Allocation through 13/14
Chino	7.60%	\$482.68	\$638.40	\$158.39	\$45.90	\$1,325.37
Chino Hills	2.20%	\$139.72	\$184.80	\$45.85	\$13.29	\$383.66
Colton	2.50%	\$158.78	\$210.00	\$52.10	\$15.10	\$435.98
Fontana	19.50%	\$1,238.45	\$1,638.00	\$786.17	\$528.35	\$4,190.97
Grand Terrace	1.40%	\$88.91	\$117.60	\$29.18	\$8.46	\$244.15
Highland	6.80%	\$431.87	\$571.20	\$141.72	\$41.07	\$1,185.86
Loma Linda	4.10%	\$260.39	\$344.40	\$85.45	\$24.76	\$715.00
Montclair	0.60%	\$38.11	\$50.40	\$22.50	\$9.93	\$120.94
Ontario	12.30%	\$781.17	\$1,033.20	\$434.90	\$74.29	\$2,323.56
Rancho Cucamonga	5.10%	\$323.90	\$428.40	\$430.19	\$30.80	\$1,213.29
Redlands	4.90%	\$311.20	\$411.60	\$102.12	\$29.60	\$854.52
Rialto	3.90%	\$247.69	\$327.60	\$81.28	\$23.56	\$680.13
San Bernardino	7.90%	\$501.73	\$663.60	\$164.65	\$47.72	\$1,377.70
Upland	2.30%	\$146.07	\$193.20	\$47.94	\$207.09	\$594.30
Yucaipa	6.00%	\$381.06	\$504.00	\$506.11	\$36.24	\$1,427.41
County	12.90%	\$819.28	\$1,083.60	\$1,088.14	\$1,161.52	\$4,152.54
Arterial Allocation	100.00%	\$6,351.00	\$8,400.00	\$4,176.71	\$2,297.67	\$21,225.37

The Transportation Technical Advisory Committee (TTAC) reviewed the funding allocations (Table 1) on February 4, 2013, prior to SANBAG Board approval in April 2013. The Project List (Attachment 1) was reviewed by TTAC on August 5, 2013.

Financial Impact: This item is consistent with the Fiscal Year 2013/2014 Budget, Task No. 0515, Measure I Valley Apportionment and Allocation.

Reviewed By: This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on August 15, 2013.

Responsible Staff: Andrea Zureick, Director of Fund Administration & Programming

ATTACHMENT 1

Summary of Jurisdiction Master Agreement and CPNA Needs for Public Share Reimbursement of Measure I Major Street/Arterial Program Funds

City	Project	CPNA Measure I Need by FY (\$1,000)			
		Prior	12-14	14-15	Total
Chino	Widen Edison Avenue from Central Avenue to Euclid Avenue from 4 lanes to 6 lanes		\$ 300.00	\$ 24.00	\$ 324.00
Chino	Widen Pine Avenue from Euclid Avenue to Hellman Avenue from 2 lanes to 6 lanes			\$ 298.42	\$ 298.42
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and El Prado			\$ 158.11	\$ 158.11
Chino	Total		\$ 300.00	\$ 480.53	\$ 780.53
Chino Hills	Total				
Colton	Realign Reche Canyon Rd to Hunts Ln from Washington St to City limit and Widen Reche Canyon Rd from City			\$ 144.36	\$ 144.36
Colton	Widen La Cadena Dr from Rancho Ave to Iowa split including bridge over Santa Ana River from 4 to 6 lanes		\$ 182.32	\$ 20.70	\$ 203.02
Colton	Mt. Vernon Ave. over UPRR Bridge Widening Project		\$ 48.09	\$ 84.96	\$ 133.05
Colton	Total		\$ 230.41	\$ 250.02	\$ 480.43
Fontana	Cypress: Jurupa Avenue to Slover Avenue Widen 2-4 lanes	\$ 1.40	\$ 2,034.00		\$ 2,035.40
Fontana	Foothill: Citrus Avenue to Maple Avenue Widen 4-6 lanes		\$ 748.00		\$ 748.00
Fontana	Foothill: Cherry to Hemlock		\$ 1,404.54		\$ 1,404.54
Fontana	Sierra Avenue: Valley Blvd to San Bernardino Ave from 4-6 lanes	\$ 409.20			\$ 409.20
Fontana	Citrus: Jurupa to Slover Widen 2 to 4 lanes	\$ 731.00			\$ 731.00
Fontana	Total	\$ 1,141.60	\$ 4,186.54		\$ 5,328.14
Grand Terrace	Widen Michigan Ave from Commerce Way to Main St.	\$ 55.00	\$ 180.50	\$ 123.60	\$ 359.10
Grand Terrace	Total	\$ 55.00	\$ 180.50	\$ 123.60	\$ 359.10
Highland	5th Street Improvements (Victoria Avenue to Palm Avenue) Phase 1		\$ 1,155.00		\$ 1,155.00
Highland	Widen Greenspot Bridge at City Creek			\$ 1,155.00	\$ 1,155.00
Highland	Total		\$ 1,155.00	\$ 1,155.00	\$ 2,310.00
Loma Linda	Total				
Montclair	Provide right-of-way demolition for Monte Vista/UPRR Grade Separation Project south of State Street	\$ 6.31	\$ 200.00		\$ 206.31
Montclair	Total	\$ 6.31	\$ 200.00		\$ 206.31
Ontario	Grove Avenue from Fourth Street to Holt Boulevard - Widen from 4 to 6 lanes	\$ 116.98	\$ 148.24	\$ 45.00	\$ 310.22
Ontario	Mission Blvd. (Benson to Milliken), Widen from 4 to 6 lanes - Phase 1 Haven to Archibald	\$ 124.54	\$ 125.10		\$ 249.64
Ontario	Total	\$ 241.52	\$ 273.34	\$ 45.00	\$ 559.86
Rancho Cucamonga	Wilson Ave from East Ave to Wardman Bullock Rd - new street	\$ 329.14	\$ 951.00	\$ 495.98	\$ 1,776.12
Rancho Cucamonga	Church St at Terra Vista Pkwy - install new traffic signal	\$ 320.80	\$ 16.96		\$ 337.76
Rancho Cucamonga	Total	\$ 649.94	\$ 967.96	\$ 495.98	\$ 2,113.88
Redlands	Total				
Rialto	Foothill Blvd Imp - Widening / Reconstruct - Foothill Blvd from West City Limits to East City Limits from 4 to 6		\$ 400.00		\$ 400.00
Rialto	Total		\$ 400.00		\$ 400.00
San Bernardino, County of	Widen Slover Avenue from Alder Ave to Linden Ave from 2 to 4 lanes	\$ 1,612.95			\$ 1,612.95
San Bernardino, County of	Widen Slover Avenue from Tamarind Ave to Alder Ave and from Linden Ave to Cedar Ave, from 2 to 4 lanes		\$ 482.18	\$ 1,561.00	\$ 2,043.18
San Bernardino, County of	Ph 1: Widen N. Side of San Bernardino Ave from Cherry Ave to Fontana city limit from 1 to 2 lanes (Phase 1 of	\$ 546.00	\$ 1,361.00		\$ 1,907.00
San Bernardino, County of	Widen Cherry Ave Bridge from Merrill Ave to Whittram Ave	\$ 610.00			\$ 610.00
San Bernardino, County of	Ph 1: Widen Arrow Route from Beech to Almeria (phase 1 of widen Arrow Rte from Hickory Ave to Tokay Ave)	\$ 60.50			\$ 60.50
San Bernardino, County of	Ph 1: Widen a portion of Reche Cnyn Rd from Westwood Dr to Placid Ln - (Ph 1 of Widen Reche Cnyn 1.2 M.S.)	\$ 134.74			\$ 134.74
San Bernardino, County of	Total	\$ 2,964.19	\$ 1,843.18	\$ 1,561.00	\$ 6,368.37

294

Summary of Jurisdiction Master Agreement and CPNA Needs for Public Share Reimbursement of Measure I Major Street/Arterial Program Funds

City	Project	CPNA Measure I Need by FY (\$1,000)			
		Prior*	13-14	14-15	Total
San Bernardino, City of	Mount Vernon Viaduct Bridge Replacement	\$ 715.00	\$ 121.00	\$ 87.00	\$ 923.00
San Bernardino, City of	Extension of State Street between Foothill Blvd and 16th St. from 0 to 4 lanes.	\$ 349.00	\$ 268.00	\$ 320.00	\$ 937.00
San Bernardino, City of	Widen "H" St. between Kendall Dr and 40th St., from 2 to 4 lanes.		\$ 3.00	\$ 7.00	\$ 10.00
San Bernardino, City of	Total	\$ 1,064.00	\$ 392.00	\$ 414.00	\$ 1,870.00
Upland	Widen Arrow Route from Monte Vista Ave. to Central Ave. from 2 to 4 lanes.	\$ 200.00		\$ 900.00	\$ 1,100.00
Upland	Widen Foothill Blvd. from Monte Vista Ave. to Central Ave.		\$ 3,591.00		\$ 3,591.00
Upland	Total	\$ 200.00	\$ 3,591.00	\$ 900.00	\$ 4,691.00
Yucaipa	Widen County Line Road between 5th Street and the I-10 Freeway from 2 to 4 lanes.	\$ 15.00			\$ 15.00
Yucaipa	Widen Calimesa Blvd between County Line Road and Avenue I from 2 to 4 lanes.	\$ 55.00			\$ 55.00
Yucaipa	Widen 5th Street between Yucaipa Blvd and Avenue E from 2 to 4 lanes.	\$ 55.00			\$ 55.00
Yucaipa	Widen Intersections along Avenue E from 2 to 4 lanes.	\$ 474.00	\$ 100.00	\$ 100.00	\$ 674.00
Yucaipa	Widen Yucaipa Blvd from 12th St to 15th St from 4 to 6 lanes	\$ 381.06			\$ 381.06
Yucaipa	Widen Yucaipa Blvd between 15th Street and the I-10 Fwy from 4 to 6 lanes.	\$ 827.00	\$ 280.00	\$ 280.00	\$ 1,387.00
Yucaipa	Total	\$ 1,807.06	\$ 380.00	\$ 380.00	\$ 2,567.06
Total Need		\$ 8,129.62	\$ 14,099.93	\$ 5,805.13	\$ 28,034.68

*Prior includes funds already reimbursed to local jurisdictions as well as fund spent by local jurisdictions that have yet to be invoiced for.

DISCUSSION ITEMS



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

Minute Action

AGENDA ITEM: 23

Date: September 4, 2013

Subject: Community Vital Signs Initiative

Recommendation:* Receive a presentation from Trudy Raymundo the Director of the County Department of Public Health on a collaborative effort for coordinating community health and wellness efforts.

Background: In 2006, the Healthy Cities initiative was started in San Bernardino County. This initiative strives to support efforts from all sectors to help create healthier environments in our communities. Currently 19 incorporated cities and 4 unincorporated communities have implemented Healthy Cities.

These efforts came further into focus as part of the Countywide Vision which had an element for "Wellness". To further this element of the Vision, a collaborative of cities, the County and other concerned organizations is coming together through this Community Vital Signs initiative to set evidence-based goals and priorities for action that will help the broader community leverage our resources. This effort will build on the earlier collaborations created as part of Healthy Cities.

Financial Impact: This item has no impact on the adopted SANBAG budget.

Reviewed By: This item was reviewed by the City/County Manager's Technical Advisory Committee on March 7, 2013.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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

Check all that apply.
 BRD1309b-dab



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

Minute Action

AGENDA ITEM: 24

Date: September 4, 2013

Subject: Presentation on Proposed County Charter Amendment

Recommendation:* Receive a presentation from Janice Rutherford, Chair of the County Board of Supervisors and Greg Devereaux, County Chief Executive Officer on a proposal to amend the County Charter.

Background: The County Board of Supervisors recently directed work to begin on ways to modernize the County Charter and to prepare amendments to go before the voters to accomplish those changes. This item impacts the County as a whole and it is important for the SANBAG Board of Directors to understand the proposal.

Financial Impact: This item has no financial impact on the SANBAG budget.

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

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

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.
 BRD1309c-dab



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

Minute Action

AGENDA ITEM: 25

Date: September 4, 2013

Subject: Appointments to the Valley Transportation Services (VTrans) Board of Directors and Announcing Vacancies on Other External Boards

Recommendation:* 1) Approve the reappointment of Mike Bair and Floyd Petersen to the VTrans Board of Directors with terms ending in September 2016. Approve the appointment of Ray Musser to the VTrans Board of Directors with a term ending in September 2014.

- 2) Note the following vacancies and request Board Members to express their interest in serving to the Board President for the following:
- Metro Gold Line Foothill Extension Construction Authority – Alternate Member
 - Metro Gold Line Phase II JPA – Alternate Member
 - SCAG Energy and Environment Committee
 - SCAG Transportation Committee

Background: 1) **VTrans** – The SANBAG Board of Directors, as the County Transportation Authority, is authorized to appoint three members representing the Valley region to VTrans. VTrans is a non-profit organization created and designated by SANBAG to be the Consolidated Transportation Services Agency in the Valley portion of the County. As such, VTrans is eligible to receive 2% of Measure I Senior/Disabled Transportation funds collected in the Valley and use those funds for transportation programs serving those communities.

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

Check all that apply.
 BRD1309a-dab

It is recommended that the Board of Directors reappoint Mike Bair and Floyd Petersen to VTrans with terms expiring September 30, 2016. It is recommended that the Board of Directors appoint Ray Musser to VTrans with a term expiring September 30, 2014.

- 2) **Outside Agency Vacancies** - SANBAG has a number of vacancies available with outside agencies for interested Board Members. Board Members should make their interest known to the SANBAG Board President. The vacancies are with the following:
- a. **Metro Gold Line Foothill Extension Construction Authority (Alternate Member)** - The passage of AB 1600 authorized the SANBAG Board President to appoint a primary and alternate member to the Metro Gold Line Foothill Extension Construction Authority. This Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County.
 - b. **Metro Gold Line Phase II JPA (Alternate Member)** – This Authority was formed by the 13 cities along the Gold Line route, LA Metro and SANBAG. The Board of Directors makes this appointment. It is the forum for the review, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair.
 - c. **SCAG Energy and Environment Committee** – This committee provides policy recommendations to the SCAG Regional Council on subjects such as natural resources conservation, air quality, water quality, energy conservation, and reviews the Environmental Impact Report of the Regional Comprehensive Plan.
 - d. **SCAG Transportation Committee** – This committee provides policy recommendations to the SCAG Regional Council on subjects such as goods movement, utility development plans, and transportation plans.

Financial Impact: This item is consistent with the adopted SANBAG budget.

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

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



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

Minute Action

AGENDA ITEM: 26

Date: September 4, 2013

Subject: I-10 and I-15 Corridor Improvement Project Update

Recommendation:* Receive information on the status of the I-10 and I-15 Corridor Express Lane Financial Study.

Background: The September 2013 Board meeting was when the Express Lane Traffic & Revenue and financial analysis results were scheduled to be presented. This has been postponed due to the base case scenario not providing favorable results. The financial analysis showed that all the proposed improvements could not be adequately supported by the toll revenue. The amount of traditional funds needed is 60% of the total project cost, which is estimated at \$3.1 billion in current dollars. The Measure I 2010-2040 financial analysis shows that the Valley Freeway program does not have this amount of traditional funding available for these two corridors. To have financially viable projects, the proposed improvements needed to be "right sized".

Right sizing the project entails reducing the scope of the improvements resulting in reduced capital costs. The improvements proposed to be removed from the scope are the ones that have the lowest benefit-cost ratio. Of course, a change in the improvements constructed has a corresponding impact on the traffic and revenue results, making the process iterative.

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	X	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
-----	--------------------------	-----	-------------------------------------	---	-----	--------------------------	------	--------------------------	-----	--------------------------

Check all that apply.

BRD1309a-gc

The project development team has reviewed the corridor projects and is recommending the following scope changes:

- Deletion of the Express Lane direct connectors at the I-10/I-15 Interchange. The Direct Connectors at an estimated cost of \$517 million, or 16.5% of the total cost of the corridor improvements, only impacts the toll revenue by 6% to 8% if they are not constructed. The direct connectors could be constructed in the future if the funding becomes available.
- On I-10 from Sierra Avenue to the I-215, construct one Express Lane in each direction instead of the original plan to construct two. The traffic volumes in this area are the lowest along the section of I-10 included in the corridor project. Studies have determined that the addition of a single Express Lane will meet the traffic demand for more than a decade after opening. The estimated cost savings from this change is \$149 million. The second Express Lane could be constructed in the future if the funding becomes available.

Reducing the number of Express lanes constructed from two to one in each direction for the reach from the I-215 to SR-210 was also considered but was rejected at this time because the volumes are higher due to the large volume of traffic entering this section of the I-10 from the I-215 Freeway. Additionally, it is important to minimize the length of a single Express Lane as it limits the ability to pass a slower moving vehicle, which may become a deterrent to the lane usage. Lastly, the savings was only \$33 million.

- On I-15 from Sierra Avenue to the I-215 Junction, construct one Express Lane in each direction instead of the original plan to construct two. The traffic volumes through this section do not warrant two Express lanes. The estimated cost savings is \$92 million. A large amount of this savings is from the reduced width of the direct connectors through the junction. The on-going Devore Interchange project and the Express Lane project will be designed to accommodate the second Express Lane if it is needed in the future.

As previously stated, "right sizing" these projects is an iterative process. A cursory financial analysis of the two corridors with the scope changes described above shows that they are financially viable projects. The detailed analysis is currently underway. Any additional results that are available prior to the September 2013 Board meeting will be shared.

The revised schedule has the Express Lanes Traffic & Revenue and Financial Analysis results being presented at a Board Workshop, held in conjunction with the Board of Directors Metro Valley Study Session meeting on October 10, 2013; the results being shared and feedback received from the Community Advisory

Groups (CAGs) in October and November; and the Board receiving the CAGs feedback and providing direction on Express Lanes at the December Board meeting.

Financial Impact: This item has no impact to the current SANBAG Fiscal Year 2013/2014 budget.

Reviewed By: This item has not received prior Policy Committee or Technical Advisory Committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 27

Date: September 4, 2013

Subject: I-10 Riverside Avenue Landscape Project

Recommendation:* That the Board of Directors, acting as the San Bernardino County Transportation Commission:

1. Approve award of Contract No. C13074 with Vali Cooper & Associate, Inc. for Construction Management services for the I-10 Riverside Avenue Interchange Landscape Maintenance Project in an amount not-to-exceed \$205,000.00.
2. Approve a contingency amount of \$20,500.00 for Contract No. C13074 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background: **Recommendations 1 & 2 are for a new contract.** On June 1, 2011, the Board approved a Cooperative Agreement R11089 with the City of Rialto for landscape construction and construction landscape maintenance of the I-10 Riverside Avenue Interchange Project (Project) for \$1,927,000. This agreement requires SANBAG to provide landscape construction management during the construction phase and to administer the four (4) year landscape maintenance contract.

*

Approved
 Board of Directors

Date: _____

Moved: Second:

In Favor: Opposed: Abstained

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	X	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
-----	--------------------------	-----	--------------------------	---	-----	-------------------------------------	------	--------------------------	-----	--------------------------

Check all that apply.

BRD1309a-mb

Attachments:

- <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13074%20110%20Riverside%20Landscape%20Cm%20Services.docx>
- <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/CONTRACT%20SUMMARY%20SHEET%20C13074.docx>
- <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/DCSS%2013074.xlsx>

On March 7, 2012, the Board approved contract C12146 with America West Inc. for landscape construction of the Project in the amount of \$797,716.17 and established a construction contingency of \$204,850 for a total of \$1,002,566.17. In October 2012, America West, Inc. defaulted on its obligations and in March 2012, its surety, Financial Pacific Insurance Company took over the work. Currently landscape construction is scheduled to be completed by September 6, 2013, followed by a 1-year Plant Establishment (PE) period. At the end of the Plant Establishment period, a separate contract will be awarded to complete the four-year plant maintenance requirement.

Currently Berg & Associates, Inc. ("Berg") under Contract C08165 and its landscape subconsultant Hernandez, Kroone & Associates are providing construction management services overseeing the construction. These services will end upon the start of the 1 year Plant Establishment period.

Numerous changes both during the interchange construction and the landscape construction have extended the period during which construction management services were required, resulting in inadequate budget remaining in the Berg contract to complete the plant establishment period. To stay within the City of Rialto funding established for landscape construction management and in lieu of issuing an amendment to Berg, both SANBAG and City staff believe soliciting a new contract, which combines construction management services for the 1 year, Plant Establishment, and 4-year Establish Existing Plant phases would bring greater efficiency and overall value to the project.

In May 2013, the Executive Director, under the authority of Policy 11000, authorized the release of the Request for Proposals for construction management services. Approximately 100 firms were notified of the RFP. A pre-proposal conference was held on June 13, 2013, with six people attending representing 4 firms.

On July 16, 2013, staff received four proposals. An evaluation committee consisting of City of Rialto, Department of Transportation (Caltrans), and SANBAG evaluated the proposals based on the following evaluation criteria:

- Qualifications of the Firm
- Staffing and Project Organization
- Work Plan

Since the work being performed is considered Architectural & Engineering Services, cost and price is not considered evaluation criteria pursuant to the Brooks Act. The evaluation criteria are consistent with other similar procurements. In developing the criteria, staff put a higher relative importance on the work plan given the need to manage the maintenance work, while being

sensitive to the budget. Second in importance was the proposed staffing since the qualifications of the key personnel are very important to the overall success of the project.

The evaluation committee reviewed all proposals based on the evaluation criteria and found all four firms to be technically qualified. The firms who submitted are, in alphabetical order: Hernandez, Kroone & Associates; KOA Corporation; Simon Wong Engineering; and Vali Cooper & Associates, Inc.

Following review of the proposals, all four firms were shortlisted to participate in interviews. On June 30, 2013, the evaluation committee interviewed all four firms. Questions were asked relative to the firms' proposed staffing plans, their overall understanding of the project, and each firms' approach to the scope of work. The four firms responded well to the questions asked.

All four firms were very qualified to manage this project. Vali Cooper & Associates, Inc.'s thorough knowledge of the Caltrans landscape inspection procedures, its knowledge of the project, proposed staffing, and its work plan distinguished itself from the other firms. It was clear that they had a thorough knowledge of the project. The team proposed by Vali Cooper & Associates, Inc., including the key personnel, displayed a successful history of having worked together on other similar projects. The proposed project manager possesses strong experience and demonstrated that experience when responding to questions during the interview. The selection panel unanimously agreed that Vali Cooper & Associates, Inc. was the most qualified to provide the services requested. Staff verified not only the references of the firm and the principal, but also called on and received positive references for the Resident Engineer and Licensed Landscape Architect/Inspector

Staff recommends approval of Contract No. C13074 with Vali Cooper & Associates, Inc. for Construction Management services on the I-10 Landscape Maintenance Project for a total not-to-exceed amount of \$205,000; establishment of a contingency amount for Contract No. C13074 of \$20,500; and authorization of the Executive Director or designee to release contingency funds as necessary for the project.

Financial Impact: This item is consistent with the Fiscal Year 2013/2014 budget under Task No. 0841.

Reviewed By: Due to the time constraints this item was not reviewed by any Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONTRACT SUMMARY SHEET

Contract No. C 13074 Amendment No. _____

By and Between

San Bernardino Transportation Authority and Vali Cooper & Associates, Inc.

Contract Description Construction Management Services -110 Riverside Landscape Maintenance Project

Board of Director's Meeting Date: September 4, 2013
Overview of BOD Action: Award Contract C13074 for CM Services and establish contingency

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	205,000	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	\$	205,000	TOTAL CONTINGENCY VALUE
			\$ 20,500
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 225,500

Contract Start Date 9/4/13	Current Contract Expiration Date 12/31/2018	Revised Contract Expiration Date
-------------------------------	------------------------------------------------	----------------------------------

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

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0841</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? City of Rialto				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
Contract will be funded by City of Rialto funds				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % <u>0</u> .	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	

Mike Barnum
Task Manager (Print Name)

Garry Cohoe
Project Manager (Print Name)

Jeffery Hall
Contracts Administrator (Print Name)

W STWARSKI
Chief Financial Officer (Print Name)

Andrea Zurack

[Signature] 7/31/13
Signature Date

[Signature] 8.1.13
Signature Date

[Signature] 8/19/13
Signature Date

[Signature] 8/21/13
Signature Date

[Signature] 8/9/13
Signature Date

EXHIBIT "A"

SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT

I-10 Riverside Avenue Interchange Landscaping, Plant Establishment and Establish Existing Planting Projects

INDEX

A. DESCRIPTION OF SERVICES

B. PERFORMANCE REQUIREMENTS

C. DUTIES AND RESPONSIBILITIES

1. Pre-Award Services
2. Bid Process
3. Project Administration
4. Project Coordination
5. Landscape Maintenance Inspection
6. Cost and Schedule
7. Change Orders and Claims
8. Safety
9. Project Close Out

D. DELIVERABLES

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

F. MATERIALS TO BE FURNISHED BY SANBAG

G. STANDARDS

H. LIMITATIONS TO AUTHORITY

I. THIRD PARTY RELATIONSHIPS

J. PROJECT SITE SAFETY

K. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the on call services of CONSULTANT to support highway landscaping maintenance contracts of the Interstate 10 (I-10) Riverside Avenue Interchange the Project, as described by the plans and specifications of I-10 Riverside Avenue Interchange Landscaping, (note: these plans include previously constructed roadways, bridges, drainage facilities, retaining walls, and sound walls). It is anticipated that a one-year plant establishment period will be performed by the existing landscape maintenance contractor followed by a new four-year establish existing planting (EEP) contract.

CONSULTANT shall provide qualified landscape inspection personnel to perform a wide variety of maintenance management, inspection and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Project Manager for this contract will be:

Mr. Mike Barnum SANBAG Construction Manager

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

B. PERFORMANCE REQUIREMENTS

Landscape Maintenance Management: CONSULTANT shall furnish personnel to serve in the following roles -Project Manager, Resident Engineer, licensed Landscape Architect, Office Engineer and Field Inspection. Personnel can serve multiple roles. Proven staffing efficiency is critical. The Project Manager shall coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer and the licensed landscape architect. The Resident Engineer shall be a civil engineer licensed in the State of California and will be responsible for construction contract administration activities. The Resident Engineer may also serve as the licensed landscape architect. The Resident Engineer shall direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. It is desirable that the Project Manager and/or Resident Engineer also be a Landscape Architect.

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

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the

individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned. If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. From time to time, overtime may be required. However, all overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

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

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

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre Award Services

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

a. Plan Review

CONSULTANT shall review contract documents prior to beginning of landscape maintenance. Tasks include review of plans, specifications, technical reports, resident engineers' files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for potential conflicts, plant adaptability and plant testing specifications and consistency between plans and specifications.

b. Budget

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

2. Bid Process

a. Bid Documents

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

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

b. Pre-mobilization Meetings

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

c. Contract Award

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

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

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

3. Project Administration

a. CONSULTANT shall administer project landscape maintenance contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate. CONSULTANT shall record minutes of these meetings and status/track all resulting action items.

- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system for each Project following the SANBAG Filing Categories using the Caltrans Construction Manual as a guideline.
- g. CONSULTANT shall monitor Contractors' landscape maintenance schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project. The activity report shall include status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, Caltrans and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable.

4. Project Coordination

- a. CONSULTANT shall provide a minimum of one qualified resident Engineer, Landscape Architect, Office Engineer and as many qualified inspectors needed to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, and any affected utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, Caltrans, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to project right-of-way to ensure timely communication regarding construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's Project Manager through daily briefings, in-person and/or by telephone.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the assigned utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to start of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary; CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents and executed Cooperative Agreement with Caltrans.
- f. CONSULTANT shall provide all required monitoring, coordination and tracking of contractor progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall SANBAG construction program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SANBAG Project Manager, or his designee. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall coordinate the implementation of any changes with the SANBAG Project Manager, or his designee, and the design engineer.
CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.
- i. CONSULTANT shall review the project for permit compliance and coordinate with SANBAG and Caltrans Landscape Construction Oversight to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

5. Landscape Maintenance Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform on-site observations of the progress and quality of the landscape maintenance, as needed, to determine if the work being performed is in general conformance with the contract documents applicable laws, codes, and ordinances.
- a. CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SANBAG Project Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SANBAG's letterhead.
- b. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- c. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- d. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Subgrade inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that landscape maintenance of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound solutions. Inspection personnel should be capable of identifying common plant diseases and/or pests together with their respective eradication techniques, directing plant adaptability requirements, and recognizing proper planting and pruning techniques.

- 3) Schedule sampling and testing of construction materials in accordance with Caltrans procedures.
- 4) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 5) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 6) Preparing landscape construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as may be required by approving agencies.
- 7) Assisting in the preparation of as-built plans.
- 8) Providing inspections for environmental compliance.
- 9) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 10) Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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

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

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

7. **Contract Change Orders and Claims**

- a. **CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.**
- b. **CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows**
 - 1) **Agreed Price**
 - 2) **Adjustment in compensation to a bid item**
 - 3) **Time and materials or Force Account****CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.**
- c. **CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.**
- d. **CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.**

8. **Safety**

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

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

9. **Project Close Out**

- a. **CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.**
- b. **CONSULTANT shall oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SANBAG, including Irrigation drawings and SWPPP provisions as applicable.**
- c. **CONSULTANT shall review and certify completeness of as-built drawings to the extent of CONSULTANT's knowledge.**
- d. **CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans Landscape Construction Oversight, Local Agencies, Contractors and Caltrans Maintenance.**
- e. **CONSULTANT shall prepare final construction reports including the Project Completion Report.**
- f. **CONSULTANT shall prepare and deliver to SANBAG all project files.**
- g. **CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.**

D. DELIVERABLES

- 1. **Inspector daily reports, extra work diaries and Resident Engineer's (and Landscape Architect's) daily diaries for each segment.**
- 2. **Monthly Project Activity Summary Reports.**
- 3. **Monthly Contractor progress payments, back-up documentation, and Contractor payment records.**
- 4. **Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction project.**
- 5. **Project Completion Report.**
- 6. **All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.**
- 7. **Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.**

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to help assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable project plans, specifications, and appropriate standards (see item G below).

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project landscape maintenance documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.

G. STANDARDS

All inspection and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

1. Construction Manual and its revisions
2. Quality Assurance Program Manual
3. Manual of Uniform Traffic Control Devices (MUTCD) and MUTCD California Supplement.
4. Caltrans Standard Specifications and Standard Plans
5. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

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

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

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

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

I. THIRD PARTY RELATIONSHIPS

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

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

J. PROJECT SITE SAFETY

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

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

K. PERSONNEL QUALIFICATIONS

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

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar highway landscape construction projects.
- b. Ability to use typical computer software for word processing and preparing spreadsheets.
- b. Licensed landscape architect in the State of California is desired.
- c. Reasonably accessible to SANBAG during normal working hours.
- d. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Act as prime CONSULTANT contact between SANBAG and SANBAG's Project Manager.

- c. Assign personnel to projects on an as-needed basis.
- d. Administer personal leave.

2. **Resident Engineer**

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar highway landscaping construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Licensed Landscape Architect in the State of California is desired.
- d. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- e. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- f. Ability to use typical computer software for word processing and preparing spreadsheets.
- g. Reasonably accessible to SANBAG during normal working hours.
- h. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office). and Caltrans Erosion Control & Highway Planting Standards.
- i. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- j. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway landscape construction projects.
- k. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- l. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT's Assistant Resident Engineers and inspection personnel.

- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility service installations and/or relocations with appropriate agencies and the utility inspector.
- f. Act as prime field contact between SANBAG, SANBAG's Project Manager or his designee and various project Contractors.
- g. Prepare monthly reports for delivery to SANBAG.

3. Licensed Landscape Architect

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Landscape Architect in the State of California
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- g. Ability to use typical computer software for word processing and preparing spreadsheets.
- h. Reasonably accessible to SANBAG during normal working hours.
- i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- j. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- k. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway landscape construction projects.

- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Landscape Architect will assume the following functional responsibilities.

- 1) Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.
- 2) Monitor and track Contractor progress.
- 4) Prepare daily, weekly and monthly reports as required.

4. **Field Inspector**

Minimum qualifications shall be as follows:

- a. Eight years (8) construction inspection experience as related to Caltrans or other major highway landscape construction projects or a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction experience.
- b. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of landscape construction materials.
- c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- d. Possess a general understanding of local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) as they relate to highway landscape construction projects.
- e. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.
- f. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication
- g. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- h. Ability to direct the efforts of subordinate inspectors.

- i. Possess a general understanding of Caltrans field and construction office procedures.
- j. Ability to use typical computer programs for word processing and preparing spreadsheets.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction, including commissioning of electrical irrigation controllers and other types of automatic water coverage and monitoring systems.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection/office engineering on similar highway landscape construction projects.
- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. **Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.**
 - b. **Prepare and process contract change orders.**
 - c. **Monitor construction budget and schedule.**
 - d. **Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.**
 - e. **Perform routine calculations and checking of quantities.**
 - f. **Coordinate all office activities and functions with SANBAG representatives.**
-

C13074

EXHIBIT "B"



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

Minute Action

AGENDA ITEM: 28

Date: September 4, 2013

Subject: Award Construction Contract No. C13121 for Laurel Street Grade Separation Project

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

1. Award Construction Contract No. C13121 to Riverside Construction Company, Inc. as the lowest responsive and responsible bidder for the Laurel Street Grade Separation Project for \$22,766,877.20.
2. Approve Allowances/Contingency for Contract No. C13121 on the Laurel Street Grade Separation Project in the amount of \$2,754,187.72.

Background: This item provides for award of a new construction contract based on the competitive low bid process. In April 2013, the Board of Directors authorized release of Invitation for Bid No. C13121 and authorized staff to proceed directly to the Board with a recommendation for award of a construction contract for the Laurel Street Grade Separation Project ("Project"). The engineer's construction cost estimate was \$25.4 million.

*

	<p>Approved Board of Directors</p> <p>Date:</p> <p>Moved: Second:</p> <p>In Favor: Opposed: Abstained:</p> <p>Witnessed: _____</p>						
<table border="1" style="margin: auto;"> <tr> <td>COG</td> <td>CTC</td> <td>CTA</td> <td>X</td> <td>SAFE</td> <td>CMA</td> </tr> </table>	COG	CTC	CTA	X	SAFE	CMA	
COG	CTC	CTA	X	SAFE	CMA		

Check all that apply.

BRD1309b-mb

Attachment: C13121 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13121%20-%20Riverside%20Construction.docx>; <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/CCS%20C13121.docx> <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/DCSS%20C13121%20-.xlsx>

With supplemental items, agency furnished items, and contingency, the total project was estimated at \$28.3 million.

Recommendation 1 & 2:

On August 1, 2013, San Bernardino Associated Governments (SANBAG) received eight (8) bids from contractors whose bid form amounts on their face ranged from a low of \$22,766,877.20 to a high of \$28,792,007.25 (See Exhibit A). At the bid opening, Riverside Construction Inc. was identified as the lowest bidder at \$22,766,877.20, followed by Security Paving Company Inc., Granite Construction, Flatiron West, Inc. Griffith Company, Ortiz Enterprises Inc., USS Cal Builders, Inc. and OHL USA, Inc.

All eight bids were reviewed by staff for discrepancies and compliance with the Invitation for Bids requirements. Based on the review, Riverside Construction Company bid for \$22,766,877.20 was found to be the apparent lowest responsive, responsible bidder.

Staff is recommending that Contract No. C13121 for the Project be awarded to Riverside Construction Company, Inc. in the amount of **\$22,766,877.20**.

Staff is also recommending approval of Allowances/Contingency for Contract No. C13121 for the Project, consisting of supplemental items and contingency, for a total amount of **\$2,754,187.72** (See Exhibit B). With the addition of Allowances/Contingency the total construction cost is **\$25,521,064.92**

Financial Impact: Funding for the contract is provided under Task No. 0884 Laurel Avenue Grade Separation Project

Reviewed By: At the April 2013, Board meeting, approval was given to take award of Contract No. C13121 directly to the Board without prior Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Exhibit A

#	Bidder	Final Bid Amount
1	Riverside Construction Company	\$22,766,877.20
2	Security Paving Company, Inc	\$23,404,586.15
3	Granite Construction Company	\$24,879,275.50
4	Flatiron West, Inc.	\$27,335,861.39
5	Griffith Company	\$27,505,093.32
6	Ortiz Enterprises, Inc	\$27,973,467.95
7	USS Cal Builders, Inc.	\$28,114,266.20
8	OHL USA, Inc.	\$28,792,007.25

BRD1309b-mb

Attachment: C13121 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13121%20-%20Riverside%20Construction.docx>; <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/CCS%20C13121.docx>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/DCSS%20C13121%20-.xlsx>

Exhibit B

Item	Item Description	Amount
SUPPLEMENTAL WORK ALLOWANCES		
1	REMOVE ASBESTOS CEMENT PIPE	\$ 5,000.00
2	GRAFFITI REMOVAL DURING CONSTRUCTION	\$ 10,000.00
3	ADDITIONAL CONCRETE WORK	\$ 10,000.00
4	ADDITIONAL WATER POLLUTION CONTROL	\$ 90,000.00
5	STORM WATER SAMPLING AND ANALYSIS	\$ 5,000.00
6	PARTNERING SHARED COST	\$ 15,000.00
7	ADJUSTMENTS FOR AC PRICE INDEX FLUCTUATIONS	\$ 60,000.00
8	ADDITIONAL TEMPORARY FENCE	\$ 5,000.00
9	ADDITIONAL UTILITY WORK	\$ 20,000.00
10	ADDITIONAL CULVERT EXCAVATION AND BACKFILL	\$ 5,000.00
11	ADDITIONAL TRAFFIC CONTROL & SIGNAGE	\$ 20,000.00
12	ADDITIONAL WORK ON PRIVATE PROPERTY	\$ 10,000.00
13	ADDITIONAL ROW OBLIGATIONS	\$ 200,000.00
14	DISPUTES REVIEW BOARD SHARED COST	\$ 22,500.00
15	SUBTOTAL (1)	\$ 477,500.00
CONTINGENCY		
16	CONTINGENCIES (10% of Construction Contract)	\$ 2,276,687.72
17	SUBTOTAL (2)	\$ 2,276,687.72
	Total ALLOWANCES AND CONTINGENCY	\$ 2,754,187.72
SUMMARY		
1	CONSTRUCTION CONTRACT C13121	\$ 22,766,877.20
2	SUPPLEMENTAL WORK ITEMS	\$ 477,500.00
3	CONTINGENCY (10%)	\$ 2,276,687.72
	TOTAL	\$ 25,521,064.92

CONTRACT SUMMARY SHEET

Contract No. C 13121 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Riverside Construction Company, Inc.

Contract Description Construction Contract Laurel Street Grade Separation Project

Board of Director's Meeting Date: September 4, 2013
Overview of BOD Action: Approve C131231 Contract and Contingency

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	22,766,877.20	Original Contingency Amount	\$	2,754,187.72
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	\$	22,766,877.20	TOTAL CONTINGENCY VALUE	\$	2,754,187.72
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 25,521,064.92

Contract Start Date 9/4/13	Current Contract Expiration Date 9/5/16	Revised Contract Expiration Date
-------------------------------	--------------------------------------------	----------------------------------

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0884.

A Budget Amendment is required.

How are we funding current FY? City of Colton, \$1,010,896; UPRR \$781,673; BNSF \$1,015,160; TCIF \$6,536,929; MSI Maj St Bond \$806,939

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

City of Colton, UPRR, BNSF, TCIF, MSI Maj St Bond

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % 5.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Bannum
 Project Manager (Print Name)
Garry Cohoe
 Task Manager (Print Name)
Andrea Zureick
 Dir. of Fund Admin. & Programming (Print Name)
Jessery Hill
 Contract Administrator (Print Name)
W. STAWARSIY
 Chief Financial Officer (Print Name)

<u>W Bannum</u>	8-19-13
Signature	Date
<u>Garry Cohoe</u>	8.20.13
Signature	Date
<u>Andrea Zureick</u>	8/20/13
Signature	Date
<u>Jessery Hill</u>	8/20/13
Signature	Date
<u>W. STAWARSIY</u>	8/21/13
Signature	Date

CONTRACT No. C13121

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

RIVERSIDE CONSTRUCTION COMPANY

FOR

LAUREL STREET GRADE SEPARATION PROJECT

This Contract, is made and entered into by and between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, Riverside Construction Company (referred to hereinafter as "CONTRACTOR") whose address is 4225 Garner Road, Riverside, CA 92502. Authority and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY has determined that it requires construction of Laurel Street Grade Separation Project; and

WHEREAS, the work described herein cannot be performed by the employees of AUTHORITY; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

- a) Advertisement for Bids, first publication date June 19, 2013
- b) Bidder's Bid dated August 1, 2013.
- c) California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.
- d) Drawings, entitled Laurel Street Grade Separation.

e) Addenda No 1.

f) Project Plans dated May 31, 2013, and Special Provisions dated June 19, 2013.

ARTICLE 2. PAYMENT

CONTRACTOR agrees to perform all work set forth and particularly described in this Contract, incorporated herein by reference, in consideration of the Base Bid to be paid by AUTHORITY in the amount of twenty-two million, seven hundred sixty-six thousand, eight hundred seventy-seven and 21/100 dollars (\$22,766,877.20).

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to AUTHORITY within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to California and Business Professions Code 7108.5, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 7 days from when the CONTRACTOR receives payment from the AUTHORITY. AUTHORITY shall hold retainage from CONTRACTOR of five percent (5%) from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by AUTHORITY of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with AUTHORITY's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to all

subcontractors.

ARTICLE 5. COMPENSATION

The AUTHORITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **Twenty-Two Million, Seven Hundred Sixty-Six Thousand, Eight Hundred Seventy-Seven Dollars and Twenty CENTS (22,766,877.20)**, subject to additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety-five percent (95%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

BID SCHEDULE

ITEM NO.	F	DESCRIPTION	UNIT MEAS	QANITYTY	UNIT COST	TOTAL COST
1		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	\$ 5,000.00	\$ 5,000.00
2		CONTRACTOR SUPPLIED RESIDENT ENGINEER'S OFFICE	LS	1	\$ 75,000.00	\$ 75,000.00
3		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 50,000.00	\$ 50,000.00
4		TEMPORARY CONSTRUCTION ENTRANCE	LS	1	\$ 35,000.00	\$ 35,000.00
5		CONSTRUCTION SITE MANAGEMENT	LS	1	\$ 50,000.00	\$ 50,000.00
6		TEMPORARY FIBER ROLL	LF	1,520	\$ 5.00	\$ 7,600.00
7		TEMPORARY SILT FENCE	LF	2,020	\$ 5.00	\$ 10,100.00
8		TEMPORARY GRAVEL BERM BAG	LF	100	\$ 10.00	\$ 1,000.00
9		TEMPORARY COVER	SOYD	8,250	\$ 2.00	\$ 16,500.00
10		TEMPORARY CHECK DAM	LF	140	\$ 10.00	\$ 1,400.00
11		TEMPORARY DRAINAGE INLET PROTECTION	EA	46	\$ 350.00	\$ 16,100.00
12		STREET SWEEPING	LS	1	\$ 50,000.00	\$ 50,000.00
13		RAIN EVENT ACTION PLAN	EA	60	\$ 500.00	\$ 30,000.00
14		STORM WATER ANNUAL REPORT	EA	2	\$ 2,500.00	\$ 5,000.00
15		STORM WATER SAMPLING AND ANALYSIS DAY	LS	1	\$ 7,500.00	\$ 7,500.00
16		TEMPORARY CONCRETE WASHOUT BIN	LS	1	\$ 7,500.00	\$ 7,500.00
17		DEVELOP WATER SUPPLY	LS	1	\$ 25,000.00	\$ 25,000.00
18		PREPARE LEAD COMPLIANCE PLAN	LS	1	\$ 2,500.00	\$ 2,500.00
19		CLEARING AND GRUBBING	LS	1	\$ 150,000.00	\$ 150,000.00
20		REMOVE CONCRETE (CURB AND GUTTER)	LF	1,250	\$ 5.00	\$ 6,250.00
21		REMOVE CONCRETE (CURB)	LF	1,250	\$ 5.00	\$ 6,250.00
22		REMOVE CONCRETE (SIDEWALK)	SQFT	10,970	\$ 1.00	\$ 10,970.00
23		REMOVE CONCRETE (DRIVEWAY)	CY	80	\$ 50.00	\$ 4,000.00
24		REMOVE CONCRETE (MISCELLAENOUS)	CY	433	\$ 50.00	\$ 21,650.00
25		REMOVE FENCE	LF	2,980	\$ 8.00	\$ 23,840.00
26		REMOVE TREE (INCLUDING STUMP)	EA	34	\$ 800.00	\$ 27,200.00
27		REMOVE PARKING BUMPER	EA	27	\$ 50.00	\$ 1,350.00
28		REMOVE GATE	EA	2	\$ 500.00	\$ 1,000.00
29		REMOVE ELECTRIC SLIDING GATE AND ELECTRIC GATE CONTROLLER	EA	1	\$ 2,500.00	\$ 2,500.00
30		REMOVE BLOCK WALL	SQFT	280	\$ 15.00	\$ 4,200.00
31		REMOVE MAILBOX	EA	1	\$ 100.00	\$ 100.00
32		REMOVE BIN ENCLOSURE	LS	1	\$ 1,000.00	\$ 1,000.00
33		COLD PLANE ASPHALT CONCRETE PAVEMENT (0.20' MAX)	SOYD	594	\$ 5.00	\$ 2,970.00

34	ROADWAY EXCAVATION	CY	64,830	\$ 8.00	\$ 518,640.00
35	HOT MIX ASPHALT (TYPE A)	TON	3,450	\$ 80.00	\$ 276,000.00
36	CLASS 2 AGGREGATE BASE	CY	3,210	\$ 55.00	\$ 176,550.00
37	TEMPORARY FENCE (SECURITY) (TYPE CL-6)	LF	4,800	\$ 8.00	\$ 38,400.00
38	MINOR CONCRETE (8" CURB & GUTTER PER CITY STD. 106A)	CY	188	\$ 300.00	\$ 56,400.00
39	MINOR CONCRETE (4" PCC SIDEWALK PER CITY STD. 109)	CY	183	\$ 275.00	\$ 50,325.00
40	JOINTED PLAIN CONCRETE PAVEMENT (RAPID STRENGTH)	CY	505	\$ 500.00	\$ 252,500.00
41	RAPID STRENGTH CONCRETE (COMMERCIAL DRIVEWAY PER CITY STD. 111)	CY	20	\$ 500.00	\$ 10,000.00
42	RAPID STRENGTH CONCRETE (RESIDENTIAL DRIVEWAY PER CITY STD. 110)	CY	24	\$ 500.00	\$ 12,000.00
43	MINOR CONCRETE (CURB RAMP PER SPPWC STD. 111-4)	CY	6	\$ 500.00	\$ 3,000.00
44	RAPID STRENGTH CONCRETE (CROSS GUTTER PER CITY STD. 112)	CY	13	\$ 500.00	\$ 6,500.00
45	MINOR CONCRETE (V GUTTER PER CITY STD. 104)	CY	19	\$ 500.00	\$ 9,500.00
46	MINOR CONCRETE (WALL STRIP)	CY	6	\$ 500.00	\$ 3,000.00
47	MINOR CONCRETE (STAIRS INCLUDING RAMP)	CY	22	\$ 1,500.00	\$ 33,000.00
48	CONCRETE PAD	CY	19	\$ 250.00	\$ 4,750.00
49	HAND RAILING	LF	430	\$ 65.00	\$ 27,950.00
50	CHAIN LINK FENCE (SECURITY) (TYPE CL-6)	LF	290	\$ 35.00	\$ 10,150.00
51	CHAIN LINK SWING GATE (SECURITY) (TYPE CL-6) (W=12')	EA	1	\$ 2,500.00	\$ 2,500.00
52	CHAIN LINK SWING GATE (SECURITY) (TYPE CL-6) (W=24')	EA	1	\$ 4,500.00	\$ 4,500.00
53	STEEL PICKET FENCE	LF	3,650	\$ 160.00	\$ 584,000.00
54	ELECTRICAL, LIGHTING AND COMMUNICATION SYSTEMS ON PRIVATE PROPERTY	LS	1	\$ 100,000.00	\$ 100,000.00
55	MANUAL PEDESTRIAN GATE (W=5') (STEEL PICKET)	EA	4	\$ 6,500.00	\$ 26,000.00
56	MANUAL SLIDING GATE (W=24') (STEEL PICKET)	EA	1	\$ 30,000.00	\$ 30,000.00
57	AUTOMATIC SLIDING GATE (W=28') (STEEL PICKET)	EA	1	\$ 50,000.00	\$ 50,000.00
58	MANUAL DOUBLE SWING GATE (W=14') (STEEL PICKET)	EA	3	\$ 7,500.00	\$ 22,500.00
59	BIN ENCLOSURE (PER CITY STD. 121 AND 116)	LS	1	\$ 8,500.00	\$ 8,500.00
60	WOOD FENCE	LF	50	\$ 115.00	\$ 5,750.00
61	LOCKING MAIL BOX	EA	4	\$ 500.00	\$ 2,000.00
62	MASONRY BLOCK WALL	SQFT	4,440	\$ 20.00	\$ 88,800.00
63	STRUCTURAL CONCRETE (PILE CAP)	CY	43	\$ 900.00	\$ 38,700.00
64	16" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	431.0	\$ 65.00	\$ 28,015.00
65	REMOVE PIPE	LF	716	\$ 20.00	\$ 14,320.00
66	REMOVE FLARED END SECTION	EA	1	\$ 250.00	\$ 250.00
67	REMOVE INLET	EA	2	\$ 1,200.00	\$ 2,400.00
68	ADJUST MANHOLE TO GRADE	EA	2	\$ 650.00	\$ 1,300.00

69		REMOVE CONCRETE APRON	CY	1	\$ 400.00	\$ 400.00
70		12" REINFORCED CONCRETE PIPE	LF	52	\$ 100.00	\$ 5,200.00
71		18" REINFORCED CONCRETE PIPE	LF	102	\$ 85.00	\$ 8,670.00
72		24" REINFORCED CONCRETE PIPE	LF	1,632	\$ 135.00	\$ 220,320.00
73		30" REINFORCED CONCRETE PIPE	LF	416	\$ 240.00	\$ 99,840.00
74		36" REINFORCED CONCRETE PIPE	LF	14	\$ 235.00	\$ 3,290.00
75		48" REINFORCED CONCRETE PIPE	LF	4	\$ 250.00	\$ 1,000.00
76		6" WELDED STEEL PIPE (0.134" THICK)	LF	40	\$ 180.00	\$ 7,200.00
77		24" CORRUGATED STEEL PIPE (0.109" THICK)	LF	116	\$ 115.00	\$ 13,340.00
78		42" CORRUGATED STEEL PIPE (0.109" THICK)	LF	68	\$ 125.00	\$ 8,500.00
79		36" STEEL CASING (0.531" THICK)	LF	40	\$ 185.00	\$ 7,400.00
80		12" REINFORCED CONCRETE FLARED END SECTION	EA	2	\$ 650.00	\$ 1,300.00
81	F	DOUBLE 14' X 7' REINFORCED CONCRETE BOX CULVERT (MOD) (PER CT STD. PLAN D81)	CY	935	\$ 775.00	\$ 724,625.00
82	F	BAR REINFORCING STEEL (BOX CULVERT)	LB	232,500	\$ 0.85	\$ 197,625.00
83		TEMPORARY SHORING	LS	1	\$ 125,000.00	\$ 125,000.00
84		DROP INLET CATCH BASIN (PER CITY STD. 207)	EA	23	\$ 5,000.00	\$ 115,000.00
85		MODIFIED DROP INLET CATCH BASIN	EA	1	\$ 5,000.00	\$ 5,000.00
86		CURB INLET CATCH BASIN (PER CITY STD. 200)	EA	1	\$ 5,000.00	\$ 5,000.00
87		36" GRATED CONCRETE PIPE INLET (PER CT STD. PLAN D75B)	EA	3	\$ 5,000.00	\$ 15,000.00
88		DRAINAGE MANHOLE (PER CITY STD. 209) (DETAIL N)	EA	5	\$ 4,000.00	\$ 20,000.00
89		MANHOLE NO. 3 (PER RCPCD STD. MH253)	LF	40	\$ 300.00	\$ 12,000.00
90		G1 INLET (PER CT STD. PLAN D73)	EA	2	\$ 6,500.00	\$ 13,000.00
91		G2 INLET (PER CT STD. PLAN D73)	EA	2	\$ 3,800.00	\$ 7,600.00
92		GDO INLET (PER CT STD. PLAN D74B)	EA	1	\$ 7,500.00	\$ 7,500.00
93		CONCRETE COLLAR	EA	3	\$ 850.00	\$ 2,550.00
94		SIDEWALK DRAIN (W=4) (PER CITY STD. 128-A)	LF	15	\$ 225.00	\$ 3,375.00
95		JUNCTION STRUCTURE NO. 1 (PER RCPCD STD. JS226)	EA	11	\$ 1,300.00	\$ 14,300.00
96		JUNCTION STRUCTURE NO. 2 (PER RCPCD STD. JS227)	EA	3	\$ 1,300.00	\$ 3,900.00
97		CONCRETE GUTTER DEPRESSION (PER CT STD. PLAN D78A)	CY	2	\$ 750.00	\$ 1,500.00
98		CONCRETE GUTTER DEPRESSION (PER CITY STD. 207)	CY	4	\$ 750.00	\$ 3,000.00
99		24" HIGH DENSITY POLYETHYLENE PIPE	LF	760	\$ 135.00	\$ 102,600.00
100		24" HIGH DENSITY POLYETHYLENE PIPE (FORCE MAIN)	LF	1,825	\$ 285.00	\$ 520,125.00
101		4" BLOW OFF ASSEMBLY (PER CITY STD. 706A)	EA	1	\$ 12,500.00	\$ 12,500.00
102		2" AIR VACUUM ASSEMBLY (PER CITY STD. 707)	EA	1	\$ 5,000.00	\$ 5,000.00

103	IMPORTED BORROW (WATER QUALITY BASIN)	CY	1,000	\$ 1.00	\$ 1,000.00
104	CONCRETE SPILLWAY	EA	1	\$ 8,500.00	\$ 8,500.00
105	METERING OUTLET STRUCTURE	LS	1	\$ 2,500.00	\$ 2,500.00
106	CONCRETE APRON (TYPE 1)	EA	3	\$ 850.00	\$ 2,550.00
107	CONCRETE APRON (TYPE 2)	EA	3	\$ 1,000.00	\$ 3,000.00
108	CONCRETE THRUST BLOCK (2'X6'X5')	EA	1	\$ 1,000.00	\$ 1,000.00
109	CONCRETE THRUST BLOCK (2'X4'X2.4')	EA	2	\$ 1,000.00	\$ 2,000.00
110	SLURRY CEMENT BACKFILL	CY	17	\$ 150.00	\$ 2,550.00
111	ROCK SLOPE PROTECTION (CLASS 1, METHOD B)	CY	32	\$ 100.00	\$ 3,200.00
112	FORCE MAIN OUTLET STRUCTURE	LS	1	\$ 19,500.00	\$ 19,500.00
113	PUMP FACILITY COMPONENTS (PUMPS, PLUMBING, PIPING, TRASH RACK, AND RELATED APPURTENANCES)	LS	1	\$ 1,350,000.00	\$ 1,350,000.00
114	PUMP FACILITY CONTROL HOUSE BUILDING	LS	1	\$ 180,000.00	\$ 180,000.00
115	PUMP FACILITY MECHANICAL AND ELECTRICAL (INCLUDING BACK UP GENERATOR AND CONCRETE PAD)	LS	1	\$ 585,000.00	\$ 585,000.00
116	CONSTRUCTION AREA SIGNS	LS	1	\$ 35,000.00	\$ 35,000.00
117	TRAFFIC CONTROL SYSTEM	LS	1	\$ 10,000.00	\$ 10,000.00
118	TEMPORARY TRAFFIC STRIPE AND TEMPORARY PAVEMENT MARKING	LS	1	\$ 5,000.00	\$ 5,000.00
119	PORTABLE CHANGEABLE MESSAGE SIGN	LS	1	\$ 75,000.00	\$ 75,000.00
120	TEMPORARY RAILING (TYPE K)	LF	540	\$ 15.00	\$ 8,100.00
121	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	1,730	\$ 2.00	\$ 3,460.00
122	REMOVE ROADSIDE SIGN (WOOD POST)	EA	1	\$ 100.00	\$ 100.00
123	REMOVE ROADSIDE SIGN (METAL POST)	EA	12	\$ 100.00	\$ 1,200.00
124	MINOR CONCRETE (TEMPORARY DRIVEWAY)	CY	5	\$ 350.00	\$ 1,750.00
125	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063" - UNFRAMED)	SQFT	140	\$ 10.00	\$ 1,400.00
126	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080" - FRAMED)	SQFT	28	\$ 30.00	\$ 840.00
127	ROADSIDE SIGN (METAL POST)	EA	29	\$ 150.00	\$ 4,350.00
128	RJ&R & TCI ENTRANCE SIGN (METAL POST)	EA	1	\$ 1,000.00	\$ 1,000.00
129	BRIDGE MOUNTED SIGN (W12-2p)	SQFT	28	\$ 30.00	\$ 840.00
130	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE	LF	2,170	\$ 1.00	\$ 2,170.00
131	THERMOPLASTIC PAVEMENT MARKING	SQFT	120	\$ 3.00	\$ 360.00
132	4" YELLOW THERMOPLASTIC TRAFFIC STRIPE (BROKEN 17-7)	LF	390	\$ 0.50	\$ 195.00
133	LIGHTING (CITY STREET AND SOFFIT LIGHTING)	LS	1	\$ 130,000.00	\$ 130,000.00
134	TOPSOIL	CY	289	\$ 50.00	\$ 14,450.00
135	ROCK BLANKET	SQFT	4,760	\$ 10.00	\$ 47,600.00
136	10" CORRUGATED HIGH DENSITY POLYETHYLENE PIPE CONDUIT (IRRIGATION CROSSOVER)	LF	423	\$ 30.00	\$ 12,690.00

137	LANDSCAPE	LS	1	\$ 175,000.00	\$ 175,000.00
138	DEMOLISH EXISTING WATER FACILITIES	LS	1	\$ 25,000.00	\$ 25,000.00
139	12" DUCTILE IRON PIPE	LF	2,550	\$ 80.00	\$ 204,000.00
140	12" DUCTILE IRON PIPE WITH HOT DIPPED BITUMINOUS COATING	LF	130	\$ 110.00	\$ 14,300.00
141	8" C900 PVC PIPE	LF	250	\$ 70.00	\$ 17,500.00
142	6" C900 PVC PIPE	LF	660	\$ 60.00	\$ 39,600.00
143	2" COPPER PIPE	LF	330	\$ 50.00	\$ 16,500.00
144	1-1/2" COPPER PIPE	LF	610	\$ 30.00	\$ 18,300.00
145	1" COPPER PIPE	LF	810	\$ 25.00	\$ 20,250.00
146	FIRE HYDRANT AND GATE VALVE ASSEMBLY	EA	5	\$ 6,500.00	\$ 32,500.00
147	1" SERVICE CONNECTION (INCL. TAP AND METER)	EA	2	\$ 3,000.00	\$ 6,000.00
148	1" SERVICE CONNECTION (INCL. TAP AND METER AND BACKFLOW DEVICE)	EA	4	\$ 3,500.00	\$ 14,000.00
149	1-1/2" SERVICE CONNECTION (INCL. TAP, VALVE, METER AND BACKFLOW DEVICE)	EA	3	\$ 4,000.00	\$ 12,000.00
150	2" SERVICE CONNECTION (INCL. TAP, VALVE, METER AND BACKFLOW DEVICE)	EA	2	\$ 5,000.00	\$ 10,000.00
151	12"X12"X12" DIP TEE	EA	4	\$ 1,500.00	\$ 6,000.00
152	12"X12"X8" DIP TEE	EA	2	\$ 1,000.00	\$ 2,000.00
153	12"X12"X6" DIP TEE	EA	3	\$ 900.00	\$ 2,700.00
154	12" 45 DEGREE BEND	EA	20	\$ 800.00	\$ 16,000.00
155	12" 22.5 DEGREE BEND	EA	2	\$ 800.00	\$ 1,600.00
156	12" 11.25 DEGREE BEND	EA	3	\$ 600.00	\$ 1,800.00
157	8" 90 DEGREE BEND	EA	3	\$ 500.00	\$ 1,500.00
158	8" 45 DEGREE BEND	EA	3	\$ 500.00	\$ 1,500.00
159	8" 11.25 DEGREE BEND	EA	1	\$ 500.00	\$ 500.00
160	6" 90 DEGREE BEND	EA	5	\$ 300.00	\$ 1,500.00
161	6" 45 DEGREE BEND	EA	4	\$ 300.00	\$ 1,200.00
162	12" GATE VALVE	EA	13	\$ 2,800.00	\$ 36,400.00
163	8" GATE VALVE	EA	2	\$ 1,700.00	\$ 3,400.00
164	6" GATE VALVE	EA	4	\$ 1,700.00	\$ 6,800.00
165	4" BLOW OFF ASSEMBLY	EA	1	\$ 8,000.00	\$ 8,000.00
166	1" AIR VACUUM ASSEMBLY	EA	3	\$ 4,500.00	\$ 13,500.00
167	8" DOUBLE DETECTOR CHECK ASSEMBLY	EA	2	\$ 12,500.00	\$ 25,000.00
168	6" DOUBLE DETECTOR CHECK ASSEMBLY	EA	2	\$ 11,500.00	\$ 23,000.00
169	4" GUARD POSTS	EA	16	\$ 150.00	\$ 2,400.00

170		CONNECT TO EXISTING 8" FIRE SERVICE	EA	2	\$ 6,500.00	\$ 13,000.00
171		CONNECT TO EXISTING 6" FIRE SERVICE	EA	2	\$ 6,000.00	\$ 12,000.00
172		CONNECT TO EXISTING 2" WATER SERVICE	EA	1	\$ 2,500.00	\$ 2,500.00
173		CONNECT TO EXISTING 1-1/2" WATER SERVICE	EA	2	\$ 2,000.00	\$ 4,000.00
174		CONNECT TO EXISTING 1" WATER SERVICE	EA	1	\$ 2,000.00	\$ 2,000.00
175		CONNECT TO EXISTING 3/4" WATER SERVICE	EA	3	\$ 2,000.00	\$ 6,000.00
176		JACK AND BORE 22" STEEL PIPE (CASING)	LF	213	\$ 790.00	\$ 168,270.00
177		PRESSURE REDUCING VALVE ASSEMBLY WITH WATER METER	EA	1	\$ 65,000.00	\$ 65,000.00
178		12" 45 DEGREE VERTICAL BEND WITH RESTRAINED JOINTS	EA	6	\$ 800.00	\$ 4,800.00
179		12" 22.5 DEGREE VERTICAL BEND WITH RESTRAINED JOINTS	EA	2	\$ 800.00	\$ 1,600.00
180		6" 22.5 DEGREE VERTICAL BEND WITH RESTRAINED JOINTS	EA	2	\$ 500.00	\$ 1,000.00
181		3/4" BRASS HOSE BIB	EA	1	\$ 250.00	\$ 250.00
182		RCP SEWER MANHOLE (PER CITY STD. 300)	EA	5	\$ 4,500.00	\$ 22,500.00
183		8" VCP SEWER	LF	134	\$ 95.00	\$ 12,730.00
184		10" VCP SEWER	LF	283	\$ 125.00	\$ 35,375.00
185		4" VCP SEWER LATERAL (PER CITY STD. 312)	LF	122	\$ 70.00	\$ 8,540.00
186		4" VCP SEWER LATERAL (EXTRA STRENGTH) (PER CITY STD. 312)	LF	150	\$ 75.00	\$ 11,250.00
187		8" VCP SEWER LATERAL (EXTRA STRENGTH) (PER DETAIL)	LF	7	\$ 95.00	\$ 665.00
188		8" VCP SEWER (EXTRA STRENGTH)	LF	370	\$ 95.00	\$ 35,150.00
189		SEWER MAINLINE CLEANOUT (EXTRA STRENGTH) (PER CITY STD. 309 AND SPECIAL DETAILS)	EA	3	\$ 2,500.00	\$ 7,500.00
190		SEWER ON-SITE 2-WAY CLEANOUT (PER CITY STD. 308)	EA	1	\$ 2,000.00	\$ 2,000.00
191		SEWER ON-SITE 2-WAY CLEANOUT (EXTRA STRENGTH) (PER CITY STD. 308)	EA	1	\$ 2,500.00	\$ 2,500.00
192		JOIN EXISTING SEWER MANHOLE (PER CITY STD. 303)	EA	1	\$ 7,500.00	\$ 7,500.00
193		4" WYE CONNECTION FOR EXISTING VCP PIPE	EA	1	\$ 3,000.00	\$ 3,000.00
194		SEWER LATERAL CLEANOUT VAULT	LS	1	\$ 3,500.00	\$ 3,500.00
195		REMOVE SEWER MANHOLE	EA	4	\$ 750.00	\$ 3,000.00
196		REMOVE SEWER	LF	883	\$ 15.00	\$ 13,245.00
197		REMOVE SEWER LATERAL	LF	367	\$ 25.00	\$ 9,175.00
198		CITY OF COLTON ELECTRIC UTILITY	LS	1	\$ 480,000.00	\$ 480,000.00
199		SCE ELECTRIC UTILITY	LS	1	\$ 45,000.00	\$ 45,000.00
200		AT&T UTILITY	LS	1	\$ 165,000.00	\$ 165,000.00
201		TIME WARNER CABLE UTILITY	LS	1	\$ 10,000.00	\$ 10,000.00
202	F	STRUCTURE EXCAVATION (BRIDGE)	CY	1,727	\$ 65.00	\$ 112,255.00
203	F	STRUCTURE BACKFILL (BRIDGE)	CY	176	\$ 200.00	\$ 35,200.00

204		60" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	5,536	\$ 185.00	\$ 1,024,160.00
205		18" LEAN CONCRETE SECANT PILING	LF	3,969	\$ 30.00	\$ 119,070.00
206	F	STRUCTURAL CONCRETE, WALL FACING	CY	671	\$ 900.00	\$ 603,900.00
207	F	STRUCTURAL CONCRETE (BRIDGE)	CY	928	\$ 775.00	\$ 719,200.00
208	F	STRUCTURAL CONCRETE (APPROACH SLAB)	CY	57	\$ 400.00	\$ 22,800.00
209	F	ARCHITECTURAL TREATMENT (FRACTURED RIB)	SOFT	30,484	\$ 7.00	\$ 213,388.00
210		DRILL AND BOND DOWEL	LF	6,960	\$ 20.00	\$ 139,200.00
211		FURNISH PC/PS CONCRETE BOX GIRDER (70'-80')	EA	2	\$ 40,000.00	\$ 80,000.00
212		FURNISH PC/PS CONCRETE BULB-TEE GIRDER (70'-80')	EA	23	\$ 35,000.00	\$ 805,000.00
213		ERECT PC/PS CONCRETE GIRDER	EA	28	\$ 1,200.00	\$ 33,600.00
214		ERECT PC/PS CONCRETE BOX GIRDER	EA	2	\$ 2,000.00	\$ 4,000.00
215		JOINT SEAL (TYPE B-MR 2")	LF	308	\$ 75.00	\$ 23,100.00
216	F	BAR REINFORCING STEEL (BRIDGE)	LB	711,107	\$ 1.00	\$ 711,107.00
217	F	BAR REINFORCING STEEL (BRIDGE, GRADE 75)	LB	561,428	\$ 0.80	\$ 449,142.40
218		WATERPROOFING AND COVER	SOFT	10,005	\$ 9.00	\$ 90,045.00
219		4" WELDED STEEL PIPE (0.25" THICK)	LF	343	\$ 5.00	\$ 1,715.00
220	F	MISCELLANEOUS METAL (BRIDGE)	LB	15,680	\$ 2.50	\$ 39,200.00
221	F	BRIDGE DECK DRAINAGE SYSTEM	LB	8,543	\$ 6.00	\$ 51,258.00
222		STEEL PICKET FENCE (ARCH)	LF	331	\$ 180.00	\$ 59,580.00
223	F	CONCRETE BARRIER	LF	155	\$ 95.00	\$ 14,725.00
224		CONCRETE BARRIER (TYPE 736A)	LF	46	\$ 120.00	\$ 5,520.00
225	F	CONCRETE BARRIER (TYPE 736 MODIFIED)	LF	1,884	\$ 100.00	\$ 188,400.00
226		48" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	6,703	\$ 118.00	\$ 790,954.00
227	F	STRUCTURAL CONCRETE APPROACH SLAB (TYPE EQ)	CY	22	\$ 525.00	\$ 11,550.00
228		FURNISH PC/PS CONCRETE GIRDER (70'-80')	EA	5	\$ 12,000.00	\$ 60,000.00
229	-	13" WELDED STEEL PIPE (0.25" THICK)	LF	0	\$ -	\$ -
230		STRUCTURE EXCAVATION (RETAINING WALL)	CY	3,517	\$ 45.00	\$ 158,265.00
231		STRUCTURE BACKFILL (RETAINING WALL)	CY	396	\$ 75.00	\$ 29,700.00
232		14" LEAN CONCRETE SECANT PILE	LF	3,834	\$ 35.00	\$ 134,190.00
233		24" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	7,865	\$ 62.00	\$ 487,630.00
234		36" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	4,644	\$ 85.00	\$ 394,740.00
235	F	STRUCTURAL CONCRETE (RETAINING WALL)	CY	669	\$ 900.00	\$ 602,100.00
236	F	BAR REINFORCING STEEL (RETAINING WALL)	LB	2,543,697	\$ 0.90	\$ 2,289,327.30
237		STRUCTURAL CONCRETE (TOPPING SLAB)	CY	7	\$ 300.00	\$ 2,100.00

238	STEEL GRATING (HIGHWAY LOADING)	LS	1	\$ 1,500.00	\$ 1,500.00
239	PREPARE AND PAINT CONCRETE SURFACES	LS	1	\$ 50,000.00	\$ 50,000.00
240	TEMPORARY STEEL POST	EA	8	\$ 750.00	\$ 6,000.00
241	TEMPORARY PRECAST CONCRETE PANELS	EA	6	\$ 1,500.00	\$ 9,000.00
242	EROSION CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
243	REMOVE EXISTING AT GRADE CROSSING	LS	1	\$ 10,000.00	\$ 10,000.00
244	REMOVE EXISTING K-RAIL	LF	150	\$ 5.00	\$ 750.00
245	EMBANKMENT (TEMP. DETENTION BASIN, SWALE AND PORTION OF SHOOFLY SECTION)	CY	7,200	\$ 1.50	\$ 10,800.00
246	HYDROSEEDING	SQYD	7,950	\$ 1.00	\$ 7,950.00
247	18" CONCRETE FLARED END SECTION	EA	1	\$ 500.00	\$ 500.00
248	24" CONCRETE FLARED END SECTION	EA	1	\$ 500.00	\$ 500.00
249	30" STEEL CASING (FOR 18" RCP)	LF	66	\$ 150.00	\$ 9,900.00
250	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	28	\$ 150.00	\$ 4,200.00
251	REMOVE MANHOLE	EA	1	\$ 750.00	\$ 750.00
252	REMOVE CONCRETE FLARED END SECTION	EA	2	\$ 250.00	\$ 500.00
253	15" HIGH DENSITY POLYETHYLENE PIPE UNDERDRAIN (INCLUDING STONE BACKFILL AND FABRIC)	LF	1,374	\$ 32.00	\$ 43,968.00
254	10" HIGH DENSITY POLYETHYLENE PIPE UNDERDRAIN (INCLUDING STONE BACKFILL AND FABRIC)	LF	310	\$ 30.00	\$ 9,300.00
255	12" HIGH DENSITY POLYETHYLENE PIPE UNDERDRAIN (INCLUDING STONE BACKFILL AND FABRIC)	LF	846	\$ 30.00	\$ 25,380.00
256	UNDERDRAIN CONNECTION CONCRETE ENCASEMENT	LS	1	\$ 500.00	\$ 500.00
257	12" HDPE TO 12" STEEL PIPE CONNECTION	EA	1	\$ 500.00	\$ 500.00
258	12" STEEL FLARED END SECTION	EA	1	\$ 350.00	\$ 350.00
259	AGGREGATE BASE 12" (SUB-BALLAST)	CY	4,200	\$ 35.00	\$ 147,000.00
260	REMOVE 8" HDPE UNDERDRAIN	LF	175	\$ 10.00	\$ 1,750.00
261	EMBANKMENT (FOR EMF TRACK EXPANSION)	CY	3,475	\$ 1.50	\$ 5,212.50
262	MINOR CONCRETE (CURB TYPE A2-6 PER CALTRANS STD. PLAN A87A)	CY	10	\$ 250.00	\$ 2,500.00
263	8" HIGH DENSITY POLYETHYLENE PIPE UNDERDRAIN (INCLUDING STONE BACKFILL AND FABRIC)	LF	246	\$ 25.00	\$ 6,150.00
264	HIGH DENSITY POLYETHYLENE PIPE UNDERDRAIN CLEANOUT	EA	1	\$ 500.00	\$ 500.00
265	8" HIGH DENSITY POLYETHYLENE PIPE UNDERDRAIN	LF	74	\$ 25.00	\$ 1,850.00
266	WORK TO BE DONE ON PRIVATE PROPERTY	LS	1	\$ 35,000.00	\$ 35,000.00
267	POT HOLING	EA	50	\$ 500.00	\$ 25,000.00
268	RECORD OF SURVEY	LS	1	\$ 5,000.00	\$ 5,000.00
269	MOBILIZATION (10% OF TOTAL COST)	LS	1	\$ 1,950,000.00	\$ 1,950,000.00
			Total		\$ 22,766,877.20

F= Final Pay

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide AUTHORITY, or other authorized representatives or agents of AUTHORITY, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow AUTHORITY or its representatives or agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until AUTHORITY has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that he is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in

the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement activities of the Equal Employment Opportunity (EEO):

11.1.1 CONTRACTOR will work with the AUTHORITY and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to the AUTHORITY in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate AUTHORITY and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR' EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- 11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.
- 11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.
- 11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- 11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- 11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.
- 11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)
- 11.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading,

promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- 11.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - 11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - 11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - 11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.
- 11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 11.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - 11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - 11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to the AUTHORITY and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify the AUTHORITY.

11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal

opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from AUTHORITY's DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the AUTHORITY and the FHWA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to the AUTHORITY each July 1st for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SANBAG Policy 10102 regarding disclosure.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such products which shall become the property of AUTHORITY.

- 13.2 All materials, documents, data or information obtained from AUTHORITY' data files or any AUTHORITY medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of AUTHORITY.
- 13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for AUTHORITY in the performance and completion of CONTRACTOR's Services under this Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.
- 13.4 CONTRACTOR shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.
- 13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.
- 13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONTRACTOR from or through AUTHORITY in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

- 14.1 Termination for Convenience - AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue

performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY's instruction, and shall turn over such Work in accordance with AUTHORITY's instructions. CONTRACTOR shall deliver to AUTHORITY, in accordance with AUTHORITY instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by AUTHORITY. Upon such delivery, CONTRACTOR may then invoice AUTHORITY for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR' field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the deliverables and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to AUTHORITY all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by AUTHORITY.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

The Contractor shall during the continuance of the work under this Agreement, including extra work in connection therewith, procure and maintain in force, at their sole cost and expense, insurance coverage in the limits and under the terms specified below.

The insurance to be furnished by Contractor shall be issued by a company or companies acceptable to the AUTHORITY, authorized to transact business in the State of California, and all policies must be written by insurance companies whose rating in the most recent A.M. Best's Rating Guide, is not less than A VII.

Contractor shall, within ten (10) days after the execution of this Agreement provide to the AUTHORITY certificates of insurance evidencing the required insurance coverage is in full force and effect. Each certificate of insurance shall provide an endorsement that the coverage shall not be cancelled, reduced or otherwise materially changed without thirty (30) days prior written notice to the AUTHORITY.

All coverage forms must be acceptable to the AUTHORITY. If requested, Contractor shall provide certified copies of all such policies to the AUTHORITY within 30 days of such request.

All policies required by this Agreement must contain a Waiver of Subrogation in favor of the AUTHORITY.

In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

1. Workers' Compensation / Employer's Liability Insurance

Certificate of Insurance must include the following coverages:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - \$1,000,000 each accident
- Bodily Injury by disease - \$1,000,000 policy limit / \$1,000,000 each employee
- Waiver of subrogation endorsement naming the AUTHORITY

2. Commercial Auto Insurance

Certificate of Insurance must include the following coverages:

- Auto Liability limits of not less than \$1,000,000 each accident
- Combined Bodily Injury and Property Damage Liability insurance
- Coverage must include, but not limited to, owned autos, hired or non-owned autos
- Coverage must include an additional insured endorsement naming the AUTHORITY

3. Commercial General Liability

Certificate of Insurance must include the following coverages:

- \$1,000,000 per Occurrence Limit
- \$1,000,000 Personal Advertising Injury Limit
- \$1,000,000 Products/Completed Operations Aggregate Limit
- \$2,000,000 General Aggregate Limit (other than Products/Completed Operations)
- The policy forms must include:

a) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for 10 years following the acceptance of his work by the contractor or until all applicable Statutes of Limitations expire, whichever length of time is longer. Contractor further agrees to continue naming Contractor and any other parties in interest as Additional Insured(s) for the entire length of time as described above.

b) Contractual Liability without any modification of the definition of "Insured Contract".

c) Property Damage coverage including completed operations or its equivalent.

d) An endorsement naming the AUTHORITY as additional insured(s). Such endorsement shall contain the following provision:

"It is understood and agreed that **THE AUTHORITY** its officers, directors, agents, servants, employees, are additionally named as insureds under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the acts or omissions, work or work product, of the named insured or of others performed on behalf of the named insured."

e) The above endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85 or equivalent. Any form that limits coverage to "ONGOING OPERATIONS" or otherwise does not grant additional insured status under the products/completed operations coverage IS NOT ACCEPTABLE

f) Subsidence coverage (if requested by the AUTHORITY).

g) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."

h) Coverage is to be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable except where "Professional Liability Coverage" is required.

i) An endorsement stating that any aggregate limits apply on a "per project" and on a "per location" basis.

j) The project name MUST be indicated under "Description of Operations/Locations".

k) Please inform your insurance broker to make the following changes under the "Cancellation

Notification" Section on each Certificates of Insurance:

The required notification for cancellation or materials change to policy MUST BE 10 DAYS and to STRIKE the following verbiage from the "Cancellation Notification" portion of the certificate of insurance; ~~"endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".~~

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by AUTHORITY) and hold harmless AUTHORITY and its authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of AUTHORITY, when prepared, whether delivered to AUTHORITY or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. AUTHORITY shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

ARTICLE 19. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a

Party hereto and payable under the Indemnification provision.

ARTICLE 20. BONDS

As a condition of issuance of the Notice To Proceed, CONTRACTOR agrees to furnish to AUTHORITY a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract amount. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to AUTHORITY. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, AUTHORITY may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from NTP through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract documents consist of these general terms and conditions and the specifications, drawings and special provisions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) this Contract and all attachments; b) IFB provisions; c) CONTRACTOR's Bid; all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly 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. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing. All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's contract number.

To CONTRACTOR	To AUTHORITY
Riverside Construction Co., Inc.	San Bernardino Associated Governments
4225 Garner Road	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92502	San Bernardino, CA 92410-1715
Attn: Donald Pim, President/Manager	Attn: Garry Cohoe, Director of Project Delivery
Phone: (951)682-8308	CC: Contract Administrator
Fax: (951)682-8350	Phone: (909) 884-8276

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, Civil Division.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay AUTHORITY the sum of **\$8,300** per each calendar day of delay as identified in the weekly statement of working days issued by the AUTHORITY. If all work, except plant establishment work is complete and the total number of working days has expired, liquidated damages are **\$950** per each calendar day. AUTHORITY shall not withhold liquidated damages if the delay is determined by AUTHORITY to be excusable in accordance with the Force Majeure article of this Contract. AUTHORITY may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 26. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from AUTHORITY.

ARTICLE 27. SUBCONTRACTS

27.1 CONTRACTOR shall perform with its own organization contract work amounting to not less than **30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by AUTHORITY. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work

required to be performed by CONTRACTOR' own organization (23 CFR 635).

27.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

27.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

27.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as AUTHORITY determines is necessary to assure the performance of the Contract.

27.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of AUTHORITY, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after AUTHORITY has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. AUTHORITY's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. AUTHORITY reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 28. COORDINATION WITH OTHER CONTRACTS

AUTHORITY may undertake or award other contracts for work, and **CONTRACTOR** shall cooperate fully with the other **CONTRACTOR**'s and **AUTHORITY**'s employees or agents and carefully fit its own work to such additional work as may be directed by **AUTHORITY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other **CONTRACTOR** or by **AUTHORITY**.

ARTICLE 29. PREVAILING WAGE REQUIREMENTS

29.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the State Department of Labor the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the State Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the **CONTRACTOR** and such laborers and mechanics.

29.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under the State Department of Labor on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the **CONTRACTOR** and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

29.3 **AUTHORITY** shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. **AUTHORITY** shall approve an additional classification and wage rate and fringe benefits therefore only

when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- 29.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and AUTHORITY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by AUTHORITY to the State Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.
- 29.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and AUTHORITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), AUTHORITY shall refer the questions, including the views of all interested parties and the recommendation of AUTHORITY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise AUTHORITY or will notify the AUTHORITY within the 30-day period that additional time is necessary.
- 29.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- 29.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 29.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the State Department of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards have been met. The State Department of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 29.9 Withholding - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be

withheld from the CONTRACTOR under this Contract or any other contract with the same prime CONTRACTOR, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, AUTHORITY may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

29.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the State Department of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

29.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

29.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the AUTHORITY if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to AUTHORITY. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be

purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

29.12.1 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

29.12.2 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

29.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the AUTHORITY, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

29.13 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is

employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

29.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

29.14 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

29.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as AUTHORITY may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

29.16 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

29.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

29.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the State Department of Labor. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and AUTHORITY, or the employees or their representatives.

29.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that

neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

29.20 Contract Work Hours and Safety Standards Act- AUTHORITY shall cause or require the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

29.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

29.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

29.22.1 Withholding for unpaid wages and liquidated damages - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as

provided in the clause set forth in this section.

29.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

29.23.1 In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, AUTHORITY shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, AUTHORITY shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of AUTHORITY and the State Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 30. SAFETY

30.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as AUTHORITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

30.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract

performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 31. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of AUTHORITY, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 32. CONFIDENTIALITY

Any AUTHORITY materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by AUTHORITY. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from AUTHORITY.

ARTICLE 33. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person, undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 34. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 35. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 36. FORCE MAJEURE

CONTRACTOR shall not be in default of this Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons; riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government, and fires, severe weather, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 37. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 38. EFFECTIVE DATE

The date that this Contract is executed by AUTHORITY shall be the Effective Date of this Contract.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates written below.

**RIVERSIDE CONSTRUCTION
COMPANY, INC.**

By: _____
Name
Title

Date: _____

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
W.E. Jahn, President
President, Board of Directors

Date: _____

Licensed in accordance with an act
providing for registration of contractors.

License Number

Federal Employer
Identification Number

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator



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

Minute Action

AGENDA ITEM: 29

Date: September 4, 2013

Subject: Award Construction Contract No. C13108 for Palm Avenue Grade Separation Project

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

1. Award Construction Contract No. C13108 to the lowest responsive and responsible bidder for the Palm Avenue Grade Separation Project for an amount to be determined after bids are opened on August 20, 2013.
2. Approve Allowances/Contingency for Contract No. C13108 on the Palm Avenue Grade Separation Project in the amount to be determined after bids are opened on August 20, 2013.

Background: This item provides for award of a new construction contract. A revised agenda item will be submitted after bids are opened and Good Faith Efforts are received on August 26, 2013.

In February 2013, the Board of Directors authorized release of Invitation for Bids (IFB) No. C13108 and authorized staff to proceed directly to the Board with a recommendation for award of a construction contract for the Palm Avenue Grade Separation Project ("Project") based on the competitive low bid process. This was to allow the execution of the contract and start of construction to occur at the earliest possible date and

*

*Approved
 Board of Directors*

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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

Check all that apply.

ensure timely use of Federal and State funding and also to coordinate with the BNSF 4th quarter restrictions on construction.

A 9% Disadvantaged Business Enterprise (DBE) goal has been established for this project. As such per the federal requirements, the three apparent lowest bidders are to provide within four business days after bid opening documentation to support their DBE outreach efforts and bid day commitment.

On July 3, 2013, we received federal authorization to proceed with construction phase of the project. On July 10, 2013, the IFB was issued. The engineer's construction cost estimate was \$11 million. With supplemental items, agency furnished items, and contingency, the total project construction cost was estimated at \$12.3 million.

Bids are due August 20, 2013. Good Faith Efforts (GFE) documentation is due August 26, 2013. Staff will review the bidder's bid and our on-call DBE compliance consultant will review the GFE information. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Board's consideration. If issues arise concerning GFE documentation recommendations will be brought forward for the Boards consideration.

It is anticipated Staff will make a recommendation for award of Contract No. C13108 and recommend approval of Allowances/Contingency for Contract No. C13108 for the Project, consisting of supplemental items, agency furnished and contingency.

Financial Impact: Funding for the contract is provided under Task No. 0874 Palm Avenue Grade Separation Project.

Reviewed By: At the February 2013, Board meeting, approval was given to take award of Contract No. C13108 directly to the Board without prior Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 30

Date: September 4, 2013

Subject: Award Construction Contract No. C13153 for State Route 210 Segments 9 & 10 Establish Existing Planting Project

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

1. Award Construction Contract No. C13253 to the lowest responsive and responsible bidder for the State Route 210 Segments 9 & 10 Establish Existing Planting Project for an amount to be determined after bids are opened on August 27, 2013.
2. Approve Allowances/Contingency for Contract No. C13253 on the State Route 210 Segments 9 & 10 Establish Existing Planting Project in the amount to be determined after bids are opened on August 27, 2013.

Background: This item provides for award of a new construction contract. A revised agenda item will be submitted after bids are opened on August 27, 2013.

In November 2008, San Bernardino Associated Governments (SANBAG) approved Cooperative Agreement No. C09084 with the California Department of Transportation (Caltrans) whereby the State agreed to perform the Project Approval and Environmental Document and Plans, Specifications, and Estimates phases of project development for

*

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

Check all that apply.

Approved
 Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

landscaping four SR-210 Segments, 8 through 11, between Sierra Avenue in Fontana and the SR210/I-215 Interchange in San Bernardino.

In March 2011, the Board approved a Cooperative Agreement C10159 with Caltrans for SR-210 Segment 9 landscaping improvement project located between the Locust Avenue Overcrossing and 0.25 miles west of the Riverside Avenue Overcrossing in the City of Rialto.

In July 2011, the Board approved a Cooperative Agreement C10160 with Caltrans for SR-210 Segment 10 landscaping improvement project located from approximately 1650' west of Riverside Avenue Overcrossing in the City of Rialto to 1650' west of State Street Undercrossing in the City of San Bernardino.

Per these two Agreements the SANBAG would advertise, open bids, award, and approve the contracts in accordance with the California Public Contract Code and the California Labor Code. This agreement anticipated two contracts being issued: one for a highway-landscaping component, which included a one (1) year plant establishment, followed by another for four (4) years of plant maintenance known as "Establish Existing Planting".

In November 2011, the Board approved award of Contract No. C11169 to Diversified Landscape Co. for the Segment 9 highway landscape constructing and one-year plant establishment component. This contract is scheduled for completion in October 2013.

In December 2011, the Board approved award of Contract No. C12098 to Kasa Construction, Inc. for the Segment 10 highway landscape constructing and one-year plant establishment component. This contract is scheduled for completion in November 2013.

On July 22, 2013, the Executive Director authorized (delegation per Policy 11000) the release of the Invitation for Bids (IFB) No. C13153 for the SR-210 Segment 9 & 10 Establish Existing Planting Project ("Project") and authorized staff to proceed directly to the Board with a recommendation for award of a construction contract for the Project based on the competitive low bid process.

On July 22, 2013, the IFB was issued. The engineer's construction cost estimate was \$566,000. With supplemental items, agency furnished items, and contingency, the total project construction cost is estimated at \$826,000.

Bids are due August 27, 2013. Staff will review the bidder's bids for compliance with the IFB. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Board's consideration.

A supplemental agenda item will be distributed at the Board meeting that includes the bid results and recommendations. It is anticipated the recommendation will be for the award of the Construction Contract No. C13153 to the lowest responsive bidder and recommend approval of allowances/contingency for the construction phase, consisting of supplemental items, agency furnished and contingency.

Financial Impact: Funding for the contract is provided under Task No. 0824.

Reviewed By: SANBAG General Counsel and Contract Administrator have reviewed this item. This item has not received prior Committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 31

Date: September 4, 2013

Subject: Desert Consolidation Study of Victor Valley Transit Authority, Barstow Area Transit, and Needles Area Transit

- Recommendation:***
1. Receive and accept the final Desert Consolidation Study completed by AECOM on July 25, 2013; and
 2. Direct staff to assist the Cities of Barstow, Adelanto, Hesperia, Victorville, the Town of Apple Valley, the County of San Bernardino, and Victor Valley Transit Authority in efforts to consolidate transit service, creating a new transit agency in the desert.

Background: In May of 2012, San Bernardino Associated Governments (SANBAG), commissioned a study, with AECOM, to look at consolidating transit services in the desert, managed by the City of Barstow, City of Needles, and Victory Valley Transit Authority (VVTA).

AECOM completed a series of interviews with VVTA, Cities of Barstow and Needles to determine the needs of each of the agencies. Additionally, AECOM reviewed each or their respective service networks, budgets, and transit expenditures to determine how consolidation would affect each agency and their current transit service levels. Attachment A is the final report for the Desert Consolidation Study which was completed on July 25, 2013.

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.

BRD1309a-ns

Attachments: <http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1309/AgendaItems/BRD1309a1-ns.pdf>

The study considered four alternatives:

1. **Maintain Current Operations** – This represents the current operations and was evaluated to form a baseline for comparing the other alternatives.
2. **Complete Merger** – A new/modified joint powers agreement alternative represents the most extreme change where a new transit authority comprised of the current VVTA member agencies and the Cities of Barstow and/or Needles would merge their respective transit services.
3. **Contract Management** – VVTA would become the managing agent for transit services in Barstow and/or Needles, which would still allow for local ownership of each system.
4. **Limited Contract Management** – The partial transfer of responsibility/coordination alternatives with Barstow and Needles retaining local control and management of each system while coordinating with VVTA for certain functions such as budgeting, grant management, performance reporting, purchasing, and capital development.

These alternatives allow for a wide spectrum of options for each of the transit operators, including options of maintaining their current status. After evaluating and analyzing the data, two recommendations were developed.

The first recommendation is for the City of Needles to enter into a partial transfer of responsibility and/or coordination with VVTA in areas which include capital program development, route planning and grant management in order to utilize VVTA resources. However, this may not reduce costs as the City of Needles currently provides a cost effective operation which includes Needles Area Transit, Dial-A-Ride and Medical Dial-A-Ride services. This recommendation would not meet any of the City's short or long range goals, primarily being to connect the City of Needles to other parts of the County, as additional funding for these services is unavailable.

The second recommendation was for the Barstow Area Transit (BAT), managed by the City of Barstow, and VVTA to consolidate to form a single new transit authority serving the Victor Valley, Barstow, and unincorporated areas. This would require the member agencies of VVTA and BAT to enter into a new Joint Powers Agreement. The current VVTA member agencies include the Cities of Victorville, Hesperia, Adelanto, the Town of Apple Valley, and the First Supervisorial District of the County. The new agency would add representatives from the City of Barstow and the Third Supervisorial District of the County.

The study showed that consolidating these two agencies would provide savings due to lower administrative and operating costs. These cost savings could be used to support an enhanced Barstow-Victorville Link (B-V Link) service, the National Training Center at Fort Irwin (NTC) service, and improved service on routes throughout the VVTA and BAT service regions and adjoining areas. Currently the B-V Link and NTC services are funded through VVTA using mostly federal funds programmed by SANBAG. In addition, cost savings to operate BAT's Americans with Disabilities Act (ADA) service could be realized by combining operating costs of both agencies.

In terms of administrative costs, which are entirely funded by LTF, there would be a significant savings. With the addition of five full-time employees, as recommended in the recently completed VVTA Comprehensive Operational Analysis and bolstered by the VVTA Triennial Transportation Development Act Audit, VVTA can manage the operations of their existing service levels and those of BAT's at no additional expense. Thus providing an estimated savings of \$2,213,879 over the next five years. It is important to note that each County District currently contributes to their retrospective transit agency; First District to VVTA and Third District to BAT. With consolidation, funds from both Districts would be directed to the new transit agency with any remaining LTF funds "returning to source" for street and road improvements per the Transportation Development Act.

On July 31, 2013, representatives of SANBAG, VVTA, Needles, San Bernardino County and Barstow met to discuss the study, stakeholder concerns, and next steps. City of Needles staff indicated that due to the small size of their operation and remoteness of their service area, as compared to the Barstow and VVTA areas, their transit operation would not benefit from either recommendation, but will take them under advisement.

Staff representing each of the member agencies within VVTA and BAT were in concurrence to move forward with consolidation. These stakeholders requested SANBAG staff develop informational data to inform their respective board and councils, facilitate the process to achieve the consolidation, and present this study to each city council and the VVTA board.

At this time SANBAG staff requests the Committee recommend the Board receive and accept the Desert Consolidation Study completed by AECOM, dated July 25, 2013 and direct staff to assist the Cities of Barstow, Adelanto, Hesperia, Victorville, the Town of Apple Valley, the County of San Bernardino First and Third Districts, and Victor Valley Transit Authority (VVTA) in their efforts to consolidate transit service, creating a new transit agency serving the desert region.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2013/2014 Budget, Task No. 0309.

Reviewed By: This item was received and unanimously approved by the Commuter Rail and Transit Committee on August 15, 2013, and the Mountain/Desert Committee on August 16, 2013.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

AECOM Transportation

Study
Final Report

July 25, 2013

Submitted to
San Bernardino Associated Governments

Submitted By
AECOM Technical Service, Inc

Desert Consolidation Study

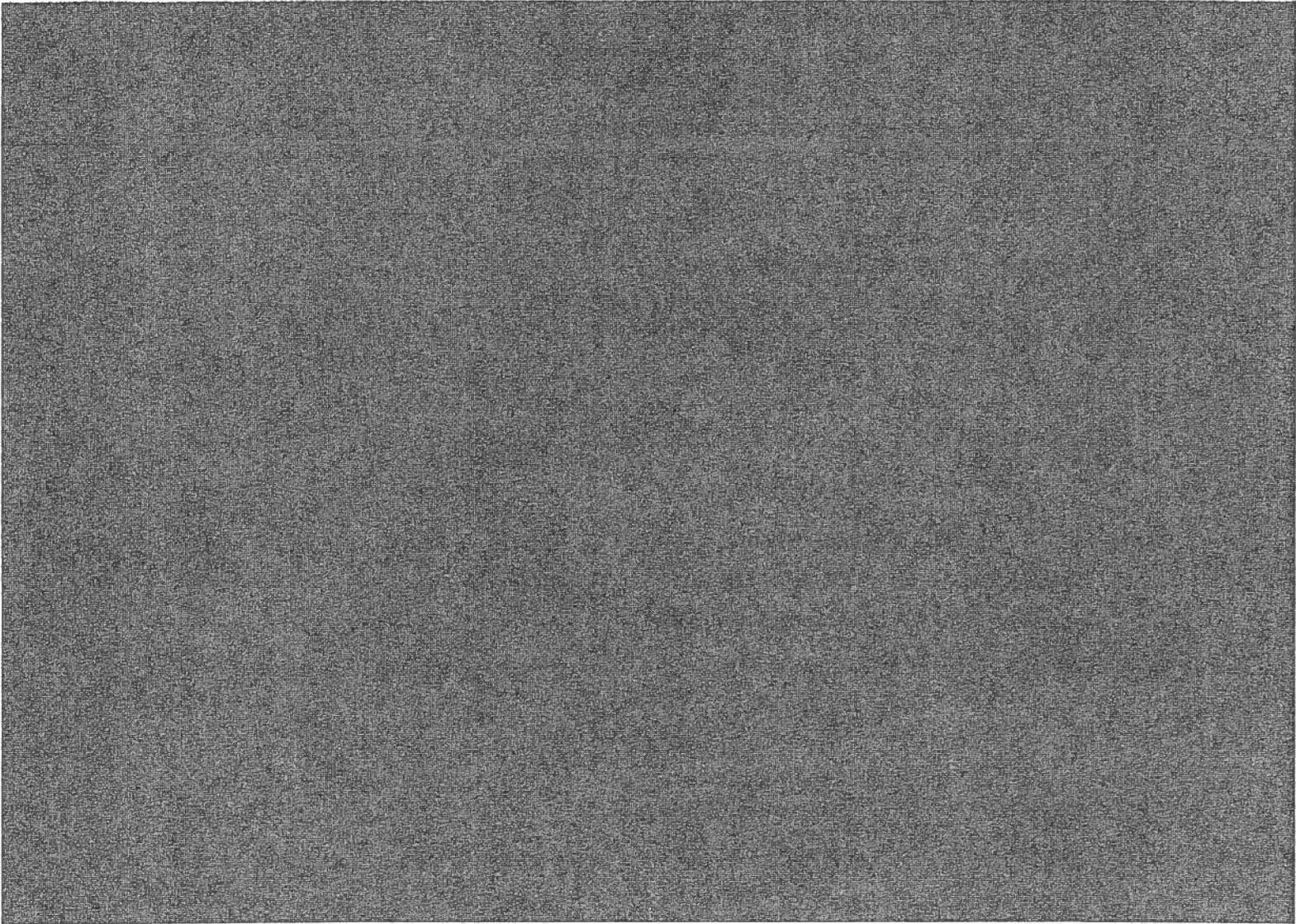


Table of Contents

Chapter 1: Introduction 1-1

1.1 Transit Service Description 1-1

 1.1.1 Victor Valley Transit Authority 1-1

 1.1.2 City of Barstow 1-3

 1.1.3 City of Needles 1-4

 1.1.4 Goals and Objectives for Consolidation 1-5

 1.1.5 San Bernardino County/SANBAG 1-6

 1.1.6 City of Barstow 1-6

 1.1.7 City of Needles 1-7

 1.1.8 Victor Valley Transit Authority 1-8

 1.1.9 Overall 1-8

Chapter 2: Definition of Consolidation Alternatives and Analysis .2-1

2.1 Definition of Consolidation Alternatives 2-1

 2.1.1 Alternative 1 - Maintain Current Operations (Baseline) 2-1

 2.1.2 Alternative 2 – Complete VVTA/Barstow/Needles Merger 2-1

 2.1.3 Alternative 3 – Contract Management 2-2

 2.1.4 Alternative 4 – Limited Contract Management 2-2

2.2 Criteria for Analysis 2-2

 2.2.1 Impact to VVTA 2-3

 2.2.2 Impact to Goals and Objectives 2-3

 2.2.3 Impact to Administration 2-3

2.3 Analysis of Each Alternative 2-3

 2.3.1 Alternative 1 - Maintain Current Operations 2-3

 2.3.2 Alternative 2 – Complete VVTA/Barstow/Needles Merger 2-4

 2.3.3 Alternative 3 - Contract Management 2-10

 2.3.4 Alternative 4 – Limited Contract Management 2-13

2.4 Recommendation 2-14

 2.4.1 Barstow 2-15

 2.4.2 Needles 2-15

 2.4.3 Victor Valley Transit Authority 2-16

 2.4.4 Overall 2-16

Chapter 3: Implementation 3-1

3.1 Consolidation of VVTA and Barstow 3-1

3.2 Needles: Limited Contract Management 3-2

Chapter 4: Operations 4-1

List of Tables

Table 1-1: VVTA Expenditures for Fiscal Year 2013 1-2

Table 1-2: Barstow Transit Expenditures for FY 2013 1-4

Table 1-3: Needles Transit Expenditures for FY 2013 1-5

Table 2-1: Administrative Cost Impacts of Consolidation 2-9

Chapter 1: Introduction

In 2012, SANBAG and San Bernardino County commissioned this analysis of consolidating transit programs operated by the cities of Barstow and Needles with Victor Valley Transit Authority (VVTA). The defining purpose of the analysis is to reduce administrative costs of the multiple transit programs and improve transit service in the desert which will allow the cities of Barstow and Needles to focus on other funding needs. For VVTA, the consolidation of Barstow and Needles transit services into its program would represent a significant service and operational expansion and would require changing the Joint Powers Agreement of VVTA. All entities involved in the analysis are concerned that consolidation might affect VVTA's local subsidy and negatively impact current services of their respective cities and surrounding unincorporated areas. This analysis looks separately at Barstow and Needles to determine the best consolidation alternative for each city. Chapter 1 provides an overview of each transit service and a description of what each jurisdiction would like to see from consolidation.

1.1 Transit Service Description

The descriptions for each system provide an overview of the services provided, governance of transit operations, and current budgets.

1.1.1 Victor Valley Transit Authority

VVTA is governed by a Joint Powers Agreement (JPA) between San Bernardino County and the Town of Apple Valley, and the cities of Adelanto, Hesperia, and Victorville. VVTA is governed by a five-member board of directors made up of an elected official from each member of the JPA. Technical oversight is achieved through a Technical Advisory Committee comprised of staff from each of the JPA members.

VVTA provides three types of fixed route services: county routes, local routes and deviated routes. The local fixed and deviated routes provide service in the urban areas with local routes operating connecting the communities and deviated providing circulation within each community. VVTA provides three county routes that are longer distance routes serving unincorporated areas. The Barstow-Victorville Line (B-V Link) provides service between Barstow and Victor Valley. This service has recently been extended to the San Bernardino Valley and operates three days per week; Monday, Wednesday, and Thursday. In 2012 VVTA started two new services: the NTC Commuter service to Fort Irwin and a Vanpool program.

Direct Access is VVTA's ADA curb-to-curb demand response paratransit service. Direct Access users must make a reservation at least one day in advance to utilize the service. Currently,

Direct Access service area boundaries are not defined. Customers must be ADA certified in order to use the service. To become certified for Direct Access service, prospective paratransit users must complete an application and provide verification of their impairment from a healthcare provider to VVTA. Those eligible for Direct Access service may have a physical health, mental health, or mobility issue that precludes them from using regular fixed route service. Some customers may be able to use Direct Access on temporary or conditional basis depending on the nature of the disability but are required to use fixed route service at other times.

In 2011, VVTA operated 120,000 total revenue service hours on weekdays and 15,000 revenue hours on Saturdays. VVTA currently does not provide Sunday service. Fixed and deviated routes, including County routes, accounted for approximately three-quarters of the revenue hours provided with Direct Access service accounted for the other quarter. In 2011, VVTA operated 2.2 million revenue miles and spent a total of approximately \$8.5 million on operations: \$7.5 million on fixed and deviated routes and \$1.0 million on Direct Access service. Direct Access accounted for approximately 13% of operating expenditures. In 2011, VVTA generated \$1.7 million in passenger fare revenues. Table 1-1 presents VVTA's expenditures for FY 2013. The table shows that administration costs represents 9.25% of the budget.

Table 1-1: VVTA Expenditures for Fiscal Year 2013

System	Amount	Percent
Fixed Route	\$5,163,619	42.22%
Complementary Paratransit	\$2,969,202	24.28%
Community Routes	\$955,718	7.81%
B-V Link	\$105,042	0.86%
SB Vly Lifeline	\$362,000	2.96%
NTC Ft. Irwin Commuter	\$497,853	4.07%
Van Pools	\$896,750	7.33%
VVTA Yard/Facilities	\$148,924	1.22%
VVTA Administration	\$1,131,969	9.25%
TOTAL:	\$12,231,077	-
Less Operating Capital	\$1,135,404	-
TOTAL:	\$11,095,673	-

Source: VVTA FY 2013 Budget

VVTA has 9.5 Full Time Equivalent (FTE) employees for administration of the organization. Prior the addition of the Mobility Manager Position in Fiscal Year 2013, the staffing level at VVTA has only increased by 2.5 positions in the last 12 years, which lags behind the rate of growth of the VVTA system as in comparison to the COA's determination of a lag behind the system's staffing needs even before considering consolidation. The COA recommends adding an additional five FTEs. The staffing need in the COA does not assume consolidation with Barstow and/or Needles.

1.1.2 City of Barstow

Barstow Area Transit (BAT) is the public transportation service within the Barstow area. There are three fixed routes that serve the cities of Barstow, Lenwood, and Grandview. Two rural county dial-a-ride services are operated by BAT, with the east route serving the cities of Yermo, Daggett, Newberry Springs, and surrounding areas; and the west route serving the City of Hinkley and surrounding areas. ADA dial-a-ride service is also provided BAT. MV Transportation is the contractor for the City of Barstow transit service. The City of Barstow also oversees volunteer driver programs in Trona and the Big River areas.

BAT provided 174,002 rides on the fixed route services and 26,800 dial-a-ride rides in FY11. The volunteer driver programs in Trona and Big River carried 643 and 683 people respectively. Overall, the transit program carried 201,202 passengers in FY11. This represented a 23% decline in passengers over the previous year. Stakeholders have mentioned that ridership has since increased after returning county services to a dial-a-ride versus flex route system.

The City of Barstow employs a Transit Manager to oversee BAT operations. Transit issues occupy 100% of this employee's time. Besides the one municipal employee, some transit costs are allocated to other departments for administrative functions such as payment of contracts and other administrative duties.

The City of Barstow's transit program, including operations in Trona and Big River areas, is projected to cost a total of \$2,512,778 for FY13. Of that amount, approximately 7.25% is expected to be funded by fares. Local Transportation Funds (LTF) is expected to fund 66.14% of the operating costs. Other operating sources that represent approximately 27% of the operating budget per source include Measure I (10.59%) and FTA Section 5311 (15.95%).

Administration costs for Barstow represents 12.84% of the total BAT budget with the remaining 87.16% going towards operations and maintenance as shown on Table 1-2. The Barstow capital program consists of the purchase of two CNG vehicles for BAT, and two minivans for Trona, and two minivans for Big River. The capital purchases are funded primarily through PTMISEA.

Table 1-2: Barstow Transit Expenditures for FY 2013

Item	Category	BAT Fixed Route	BAT Dial-A-Ride	Big River	Trona	Total
Salary & Benefits	Admin	\$71,036	\$31,617	\$22,028	\$22,028	\$146,709
Travel	Admin	\$3,460	\$1,540	\$1,200	\$1,200	\$7,400
Dues Memberships	Admin	\$415	\$185			\$600
Supplies	Admin	\$1,592	\$708	\$100	\$100	\$2,500
Ads	Admin	\$3,114	\$1,386			\$4,500
Tech Supplies	Admin	\$0	\$0	\$200	\$200	\$400
Communications	Admin	\$692	\$308	\$1,500	\$1,500	\$4,000
Vehicle Fuel	O&M	\$0	\$0			\$0
Vehicle Maint	O&M	\$0	\$0			\$0
Contract Fuel	O&M	\$85,108	\$289,815	\$15,000	\$15,000	\$404,923
Repairs	O&M	\$1,730	\$770	\$11,774	\$11,774	\$26,048
Fees	Admin	\$221	\$99			\$320
Contract Services	O&M	\$1,208,366	\$537,828			\$1,746,194
Workmans Comp	O&M			\$6,500	\$6,500	\$13,000
Liability Insurance	Admin	\$4,397	\$1,957	\$9,000	\$9,000	\$24,354
Transtrack	Admin	\$8,304	\$3,696			\$12,000
IT Cost Allocation	Admin	\$2,513	\$1,119			\$3,632
Interest Expense	Admin	\$1,730	\$770			\$2,500
Indirect Cost	Admin	\$64,309	\$28,623	\$10,689	\$10,077	\$113,698
TOTAL		\$1,456,987	\$900,421	\$77,991	\$77,379	\$2,512,778
Percent O&M						87.16%
Percent Administration ¹						12.84%

Source: Barstow Area Transit FY 2013 Budget

1.1.3 City of Needles

Needles Area Transit (NAT) is the public transit service within the City of Needles. Service operates along one deviated fixed route that traverses the city. Besides the deviated fixed route service, transit service in Needles includes a dial-a-ride program and medical transportation service that takes area residents to Bullhead City, Arizona for medical appointments, both services operated by the Needles Senior Citizens Club. McDonald Transit Associates, Inc., a private contractor, operates the NAT service. NAT carried 30,397 passengers in FY11 with an additional 4,185 people using either the dial-a-ride or medical services.

Staffing for NAT is provided by the contractor, McDonald Transit. The City of Needles' Transit Services Manager/Secretary to the City Manager provides contract and administrative oversight of the transit operations. These duties require less than 10% of their total paid hours. The only other staff commitment to transit service is a ride coordinator/dispatcher, employed by the city at the Senior Center, who coordinates the dial-a-ride and medical transportation programs.

¹ This does not include the contractors administration costs that are charged to the City within the operations contract

The FY13 budget for the City of Needles projects transit costs to be a total of \$399,942. This includes the costs for NAT, the dial-a-ride program, and the Medical Transport program. Of the \$399,942, approximately \$30,750, or 7.7% would be classified as administrative expenses that support staff time dedicated to transit, advertising of transit services, and administrative tools to support the transit program. Operations and maintenance costs for transit services total approximately \$286,500, or 71.6% with the remaining costs for non-vehicle maintenance. Table 1-3 provides an overview of expenditures for FY 2013.

Table 1-3: Needles Transit Expenditures for FY 2013

Item	Category	Dial-A-Ride Medical	Dial-A-Ride	Dial-A-Ride Total	NAT	Total
Internet Access	Administration	\$300	\$600	\$900	\$0	\$900
Advertising	Administration	\$0	\$250	\$250	\$500	\$750
Administration	Administration	\$2,789	\$6,300	\$9,089	\$7,600	\$16,689
Travel per Diem	Administration	\$100	\$0	\$100	\$125	\$225
Dues and Memberships	Administration	\$0	\$0	\$0	\$200	\$200
Computer/Software	Administration	\$0	\$0	\$0	\$12,000	\$12,000
Vehicles	Capital	\$0	\$0	\$0	\$0	\$0
Capital Expenditures	Capital	\$0	\$0	\$0	\$0	\$0
Buildings	Non-veh. Maint.	\$0	\$0	\$0	\$82,608	\$82,608
Salaries and Wages	Operations	\$2,900	\$8,500	\$11,400	\$0	\$11,400
FICA/Social Security	Operations	\$225	\$650	\$875	\$0	\$875
State Disability	Operations	\$35	\$100	\$135	\$0	\$135
Workers Compensation	Operations	\$300	\$350	\$650	\$0	\$650
Retirement	Operations	\$0	\$535	\$535	\$0	\$535
Medical Exams	Operations	\$100	\$100	\$200	\$0	\$200
Vehicle Insurance	Operations	\$225	\$325	\$550	\$0	\$550
Vehicle Fuel	Operations	\$2,425	\$4,850	\$7,275	\$25,700	\$32,975
Purchased Transportation	Operations	\$0	\$0	\$0	\$237,300	\$237,300
Vehicle Maintenance	Maintenance	\$750	\$1,200	\$1,950	\$0	\$1,950
Total		\$10,149	\$23,760	\$33,909	\$366,033	\$399,942
Percent O&M						71.65%
Percent Administration ²						7.69%
Percent Non-veh						20.65%

Source: Needles Area Transit FY 2013 Budget

1.1.4 Goals and Objectives for Consolidation

To determine the goals and objectives of consolidation and to identify issues and concerns regarding consolidation, the study team held stakeholder meetings in person and via telephone with staff from the City of Barstow, the City of Needles, Victor Valley Transit Authority, San

² This does not include the contractors administration costs that are charged to the City within the operations contract

Bernardino County, and San Bernardino Associated Governments (SANBAG). Stakeholders were asked what benefits they would like to see from consolidation, their impressions of how VVTA can improve transit service in the areas of Barstow and Needles, and what concerns they might have. The information below provides an overview of what the concerns and goals are for each stakeholder and what issues have currently been identified.

1.1.5 San Bernardino County/SANBAG

Representatives of San Bernardino County departments, as well as SANBAG, stated their goal for consolidation is to lower administrative costs for transit services within the county, while also improving service in Barstow and Needles.

1.1.6 City of Barstow

City staff mentioned that the City of Barstow Council has concerns about consolidation, and the additional efforts needed to be made to present the benefits of consolidation for Barstow. The Council's concerns include; the process to close out the current contractor's contract, effects to level of service, and City staffing needs.

Staff stated that existing service levels would need to be met or exceeded for consolidation to make sense for Barstow. Staff also expressed concern regarding the loss of control of transit services in Barstow, community acceptance of another operator providing local transit services, and the feeling that the county is forcing this consolidation upon Barstow. Barstow is concerned about how they would be represented and provide input to the joint transit system.

Barstow stakeholders acknowledge that VVTA, as a transit agency, is in a better position to manage transit operations than the City of Barstow; however, there is a belief that VVTA has a higher overhead. VVTA spends 9.25% of their budget on administration versus 12.84% spent by Barstow. One City Council member mentioned that the Barstow City Council would like to see a decrease in administrative costs while maintaining current service for consolidation. Another concern is whether a consolidated system could expand service to meet additional transit needs in the future.

The City's Transit Manager handles most of the activities associated with the BAT program including: contract and service oversight, customer comments/complaints/requests, public information, accounts payable and receivable, reports to the City Council, budgeting, and management of transit data. The contractor operates the service and provides the manager with regular reports. Other departments within the city are responsible for invoicing and insurances requirements. The administrative costs for these activities are allocated by each

department to transit. The City is concerned about ensuring that the current transit manager is retained as part of consolidation.

Barstow has a number of concerns regarding the transit service operations. Barstow operates Sunday service while VVTA does not³. Barstow operates a number of community oriented services for key events throughout the city. Concerns were raised by staff about these services being eliminated if BAT were to be consolidated with VVTA. It was noted that these services could be maintained assuming they do not break charter bus rules if funding is available. Trona and Big River volunteer drivers are managed by the City of Barstow, thus there are concerns about how these areas will be served under a consolidated system.

Barstow stakeholders have questioned where the current fleet that serves Barstow would be housed and maintained under a consolidated system. The current BAT facility is leased and would need upgrades if used. The CNG station in Barstow is on the opposite side of town from the current storage and maintenance base. There is concern regarding the loss of city revenue if transit services do not use the Barstow CNG station. Analysis regarding the costs and benefits of using the current maintenance facility, building a new Barstow facility, or housing all Barstow vehicles in Hesperia will need to be completed to determine the ideal location for the Barstow fleet.

1.1.7 City of Needles

The City of Needles staff is concerned about the benefit of transit consolidation to Needles. Staff agreed that VVTA would be able to offer Needles an experienced transit oversight structure and the ability for transit service in Needles to meet some of the needs identified by the City. However, NAT is already a very cost effective, low cost, low overhead transit system. Oversight of the transit system requires less than 10% of one city employee's time in a given year. During the stakeholder process, Needles identified their major transit needs as intercity service and regional service.

The intercity transit needs for Needles include bus service to Barstow, Victor Valley, and San Bernardino. There is also a need for medical trips to other parts of San Bernardino County, primarily Arrowhead Regional Medical Center in Colton. Even though there are closer hospitals in Arizona and Nevada, state insurance is an issue, thus the need to provide service to the County facility in Colton. The other service demand is to the court system in the City of San Bernardino. With closure of the Needles and Barstow courts by the County, transportation to

³ Sunday service is proposed in VVTA's current COA with implementation of Sunday service expected in September 2013

other court facilities are very important. Due to Needles' isolation, intercity service is extremely important for people who do not have a reliable car since Greyhound Coach Lines no longer serves the area and Amtrak, the passenger train, comes through during overnight hours. Staff from the City mentioned that Metrolink service to Los Angeles would address many of these issues. Needles stakeholders believe that consolidating with VVTA could be a method for getting intercity service, or at very least it is a prerequisite for consolidation.

Other more regional locations identified for connecting service include Las Vegas, Laughlin, Bullhead City, and Lake Havasu City. Needles is the central location for these regional cities and people travel between Needles and these other regional cities for employment and other needs. Improvements in travel between these cities may prevent younger people from leaving the area as they will have transit access to jobs. The local population also needs transportation to the local casinos in Nevada. This transportation need would not be addressed by consolidating with VVTA.

1.1.8 Victor Valley Transit Authority

VVTA staff and the non-county VVTA joint powers members also discussed consolidation through the COA stakeholder process. The general consensus was that there may be some merit in consolidating with Barstow due to the proximity and demand for transit service between the two service areas. Needles, on the other hand, is geographically isolated and located approximately 175 miles away from the VVTA service area with little to no demand for transit service between service areas. Current VVTA JPA members do not want to subsidize service in Barstow and Needles, and do not want to realize an increase in administrative costs applied to their jurisdiction due to consolidation.

1.1.9 Overall

A number of overall concerns regarding consolidation were identified by multiple stakeholders. Of major concern by all stakeholders is the perception of the additional administrative staff levels required at VVTA to accommodate consolidation. The services provided by VVTA have grown while the administrative staffing levels have not kept pace with growth with the level of service provided so VVTA does require more staff before considering consolidation. Administrative staffing needs would not likely increase due to consolidation. Any changes to the VVTA JPA to include Barstow and/or Needles in the system would also require a one-time cost to rebrand a new agency name that will incorporate the operations in all areas. Both Barstow and Needles mentioned that they are concerned about the loss of local control of the system, with major decisions regarding services being made in Hesperia and subject to the approval of other jurisdictions.

Chapter 2: Definition of Consolidation Alternatives and Analysis

This chapter provides a definition of consolidation alternatives for Victor Valley, Barstow, and Needles; a description of the analysis methodology; and the analysis of each alternative for each city. The alternatives include one baseline (no-change) alternative and three alternatives that introduce varying levels of consolidation and coordination. The alternatives were evaluated separately for Barstow and Needles to determine which alternative is the best alternative for each city. Each alternative was also evaluated for Victor Valley Transit Authority (VVTA) to determine the impacts on VVTA.

2.1 Definition of Consolidation Alternatives

Four consolidation alternatives were defined for this project:

1. **Maintain Current Operations** – Represents the current operations and was evaluated to form a baseline for comparing the other alternatives.
2. **Complete VVTA/Barstow/Needles Merger** – A new/modified joint powers agreement alternative represents the most extreme change where VVTA would merge with Barstow and/or Needles.
3. **Contract Management** – VVTA would provide contract management that would allow for local ownership of the system; however, VVTA would be the managing agent for transit services in Barstow and/or Needles.
4. **Limited Contract Management** – The partial transfer of responsibility/coordination alternatives has Barstow and Needles retaining local control and management of the system while coordinating with VVTA for certain functions such as budgeting, grant management, performance reporting, purchasing, or capital development.

2.1.1 Alternative 1 - Maintain Current Operations (Baseline)

This alternative represents the status quo. Under this alternative the municipal operations remain a municipal function for each community. VVTA would not be involved in managing services in Barstow or Needles. This alternative only serves as the baseline for determining the impacts of consolidation and coordination as compared to alternatives 2, 3, and 4.

2.1.2 Alternative 2 – Complete VVTA/Barstow/Needles Merger

This alternative would be the development of a new Joint Powers Agreement (JPA) combining the current five VVTA JPA members, the City of Barstow, and the City of Needles. This would create a new Board of Directors comprised of the Cities of Adelanto, Barstow, Hesperia, Needles, Victorville, the Town of Apple Valley, and San Bernardino County. Staff from cities and

the county supervisor would participate in the Technical Advisory Committee (TAC), the working group that provides input and expertise to the new agency staff in developing projects, budgets, procedures, and policies that are then recommended to the Board of Directors.

2.1.3 Alternative 3 – Contract Management

Under this alternative, VVTA becomes the transit contract manager for the municipal bus systems. Each city would retain its distinct transit system identity and control over policies. VVTA would provide day to day oversight of the contractor and operations, operating as the transit manager. VVTA would be responsible for reporting to the city councils in Barstow and/or Needles. VVTA would provide customer service and public information for each system. This would effectively remove the need for each city to provide day to day management of transit services and the contractor as well as any administrative support functions.

2.1.4 Alternative 4 – Limited Contract Management

This alternative improves coordination by allowing transit services within each city to maintain its own identity and management of transit services, with VVTA coordinating functions such as purchasing, program management, planning, data management, ADA qualification, and dial-a-ride dispatching. This allows for the municipal systems to take advantage of the VVTA infrastructure to support the local transit operation while maintaining transit management and oversight within the city functions. This also allows for the municipal systems to take advantage of planning and capital capabilities that can be provided by VVTA.

2.2 Criteria for Analysis

Each alternative was analyzed separately for both Barstow and Needles. Three criterion were used to evaluate each alternative:

- The first criterion was the impact to VVTA and their roles and responsibilities.
- The second was the ability for the alternative to meet the goals of each of the major stakeholders which are City of Barstow, City of Needles and VVTA.
- The final criterion is the impact to the administration of VVTA and transit administration at the individual cities.

Operating cost is not a criteria because operating costs for each area are dependent more on local conditions than consolidation, thus the major savings would be in administrative functions and capital development, whose impacts will be analyzed. Operating and capital funds would retain their “return to source” status. This would prevent one area from using the funds from another area, except for administration. Details of each criterion are presented below.

2.2.1 Impact to VVTA

Consolidation focuses on modifying VVTA to either be the overall transit provider or provide service for some transit functions for Barstow and Needles. This includes impacts to VVTA's operations, maintenance, and administrative functions and the ability of VVTA to support operations in Victor Valley as well as Barstow and/or Needles.

2.2.2 Impact to Goals and Objectives

The impact to goals and objectives will look at the ability of each alternative to meet the goals and objectives set by stakeholders. This criterion evaluates the impacts of each alternative against the goals and objectives presented previously to determine how well the alternative meets the goals and objectives of stakeholders. This analysis includes looking at the goals and objectives of the Cities of Barstow and Needles as well as goals and objectives of San Bernardino County, SANBAG, and VVTA.

2.2.3 Impact to Administration

Administration of transit service is the key area where consolidation would most likely yield monetary savings. This criterion looks at each of the alternatives to determine the impact on administrative costs and staffing for VVTA, the City of Barstow, and the City of Needles. This also looks at the ability of VVTA administration to handle the additional administrative functions from Barstow and Needles or if additional administrative employees will be necessary.

2.3 Analysis of Each Alternative

This section provides an analysis of each of the alternatives for consolidation. Using the criteria listed above, each alternative is analyzed to determine the impact to each city as well as VVTA. Recommendations for the preferred alternatives for each city are presented in this section.

2.3.1 Alternative 1 - Maintain Current Operations

This alternative represents the status quo and is included so that the other three options have a benchmark for comparison. Under this alternative the municipal operations remain a municipal function. VVTA would not be involved in managing services in Barstow or Needles. This alternative serves as the baseline for determining the impacts of consolidation and coordination.

Under the baseline scenario, Barstow Area Transit will remain a service of the City of Barstow and will continue to manage programs in Trona and Big River. Oversight and contract

management responsibilities will remain with the City, and the City would maintain a full-time transit manager. Barstow would maintain budgeting and reporting duties for BAT.

Like Barstow, the baseline scenario for Needles maintains Needles Area Transit as a service provided by the City of Needles. The City would have 10% of a full-time employee to provide oversight to the contractor and transit operations. Needles would maintain responsibility for budgeting and reporting duties for NAT.

The baseline alternative would have no impact on VVTA. As a separate organization within the high desert that would address transit services within Victor Valley as well as commuter/lifeline services between Victor Valley and neighboring areas which includes vanpool and mobility management.

2.3.2 Alternative 2 – Complete VVTA/Barstow/Needles Merger

This alternative would be the development of a new Joint Powers Agreement (JPA) combining the five VVTA member agencies, the City of Barstow, and the City of Needles. This would create a new Board of Directors comprised the cities of Hesperia, Barstow, Victorville, Needles, Adelanto, the Town of Apple Valley, and one county supervisor. Staff from cities and the county supervisor would participate in the Technical Advisory Committee (TAC), the working group that provides input and expertise to the new agency staff in developing projects, budgets, procedures, and policies that are then recommended to the Board of Directors.

Impact to Barstow

The first and largest impact to Barstow is that the city would no longer provide transit service. Transit service would be provided by an area wide transit agency. Local Transportation Funds (LTF) associated with Barstow Area Transit (BAT) would be directed to the larger transit agency; however, Barstow area LTF would only be used for transit services in the Barstow area thus keeping with “return to source” funding similar and used by SANBAG on Measure I. With the new seven member JPA agency serving Victor Valley, Barstow, Needles, and county areas, the administrative costs would be divided seven ways requiring each member contributing 14.29% of the total administrative costs. However, due to the smaller size of the Needles and Barstow operations, their respective administrative share should be decrease as compared to the large cities and county. There would be a one-time cost of re-branding all Barstow Area Transit services under the consolidated transit agency name.

Barstow would realize an overall reduction in administrative costs related to public transportation under the transit agency and could further reduce costs if the current Barstow transit manger position was eliminated. Transit oversight and reporting would be done by the

new transit agency Board of Directors. A staff representative from Barstow would be a part of the transit agency technical advisory committee (TAC) that provides staff level representation from the City of Barstow and guidance to the Barstow member of the transit agency Board. This would reduce the number of city employees needed for transit.

The benefit that the reduction of administrative costs will have for Barstow is that more LTF will be available to provide additional operations. This would include continued support for B-V Link service once the CMAQ grant expires and National Training Center at Fort Irwin (NTC) commuter service. Additional LTF could also be used to support local service needs in the Barstow area.

Currently, the Barstow Area Transit fleet is stored and maintained at a leased facility in the eastern part of Barstow. This facility is barely large enough to store and maintain the current fleet. The fueling facility for Barstow's fleet is located towards the western end of the city, a long distance from the maintenance and storage facility. The current facility is not large enough to handle any expansion of service. As part of consolidation, a new facility would need to be constructed to support transit service in Barstow. A facility would need to be located close to the fueling station and be large enough to support an expanded fleet. Besides being the operations and maintenance base for Barstow Area Transit services, this facility would also be used to store and maintain B-V Link buses and some of the NTC buses, reducing the cost of deadheading vehicles from Hesperia to Barstow and Fort Irwin. This facility may also be used to store and maintain vehicles for the Helendale service operated by VVTA today.

Barstow mentioned a number of concerns regarding merging with VVTA. One concern is that Barstow does have Sunday service, while VVTA does not. This is expected to change as Sunday service is an official unmet transit need for the Victor Valley area, as determined from the TDA Unmet Needs hearings process, and the COA has proposed limited Sunday service. Other concerns mentioned include service to community events that BAT provides today. This too should not be an issue as a consolidated system will have the ability to provide community service within FTA guidelines, assuming funding is available for the service and the service is provided to the general public.

Trona and Big River have transit programs that are managed by the City of Barstow. A new JPA would need to consider the impact to the programs in these communities including changing from a volunteer driver program to a contracted transit service.

Impact to Needles

The impact for Needles if they were to join VVTA is that Needles would no longer be a provider of transit service. Transit service would be provided by a new JPA that would be headquartered

in Hesperia. This would not change the amount of funding available for transit service in Needles. Administrative costs for Needles are currently very low based on having very little city staff time associated with managing transit service in the city. Administrative costs for transit service will increase for Needles under consolidation since a consolidated system's administrative costs allocation that would be applied to Needles under a consolidated system.

The consolidated transit system would not increase the amount of funding for transit service in Needles. LTF allocated to Needles would remain the same and could only be used for transit service in Needles. The only way to increase funding for Needles Area Transit would be to use a greater portion of County LTF for Needles services. Due to increases in administrative costs, consolidation would reduce the total amount of transit funding available to support operations.

Consolidation would not reduce City staff resources required for transit. Needles would have a staff representative in the consolidated system's Technical Advisory Committee (TAC) which allows the city the opportunity to provide input and oversight on transit issues as well as set transit policy for the consolidated agency.

Operations and maintenance functions for the Needles fleet would need to remain in Needles to maintain efficiencies. Hesperia is located approximately three hours from Needles and Barstow is located approximately two and a half hours from Needles which would result in significant and unreasonable deadhead time and distance impacting both operating and maintenance costs. Buses would only travel to Hesperia for certain maintenance functions.

Needles is hoping that a consolidated system would result in service being provided from Needles to Barstow and Victor Valley. Improved connections from Needles to other regional cities located in Nevada and Arizona is very important to Needles. Consolidation by itself would not improve regional and interregional connections for Needles as funding for these services would not be available based on consolidation.

Victor Valley Transit

Adding either Barstow or Needles (or both agencies) will have impacts for VVTA. The primary impact is that there could be up to two additional JPA members that would share administrative and yard costs which could be; Barstow, Needles, and an additional County member. The current VVTA JPA members would not be responsible for subsidizing operations in Barstow and Needles as the policy of LTF remaining, after being allocated to transit, is returned that particular community.

A merger of VVTA with Barstow and/or Needles into a new agency may not require additional VVTA administrative staff beyond the staffing needs identified for VVTA in the ongoing

Comprehensive Operational Analysis. This is because the addition of Barstow and Needles operations does not add any functional reporting or monitoring requirements beyond routine NTD data collection and reporting; it only adds a small number of additional routes that will need to be monitored. The Comprehensive Operational Analysis (COA) recently completed would propose staff size for VVTA to be sufficient to manage and monitor the Barstow and Needles services in addition to the VVTA services. Consolidation will increase the travel expenditures for administrative staff that will need to travel to Barstow and Needles more often than today.

There are opportunities for operating cost savings for some of the current VVTA services based on a merger with Barstow. Barstow Area Transit will require a new facility to store and maintain buses to improve maintenance of buses and allow for growth of services in the Barstow area. The most ideal location for this facility is at the western end of Barstow near the existing City owned CNG fueling station on West Main Street east of CA 58. Besides housing the Barstow fleet and having enough space to accommodate growth in transit service in Barstow, a few of the current VVTA services could be based in Barstow which would reduce VVTA operating costs based on deadhead/non-revenue movements between Hesperia and Barstow. The VVTA services that could operate out of the Barstow facility include the B-V Link, a number of the NTC commuter buses, and the current VVTA Route 22 Helendale service. Merging with Needles does not produce any additional operating cost benefits for VVTA or Barstow.

VVTA's lease agreement for their new facility, and interest in the lease agreement, is tied to the current JPA. Modifying or creating a new JPA will require an amendment to the lease to be applicable to the new JPA. The modification would have to be approved by the Bondholder and a finding that the amendment will not adversely affect the interest of the Owners. Related to this issue is that interest from the Bonds can only be used on the specified project, the operations and maintenance facility in Hesperia. To apply bond interest to construction of a facility in Barstow, the JPA would have to ensure that the rating agency (Moody's Investor) would not reduce or suspend the bond rating and an analysis of the impact this project will have on the ability the JPA to repay the bonds will need to be conducted.

Consolidated System Considerations

There are a number of one-time costs that have to be considered in consolidation. A consolidated system will require that the system be re-branded. Barstow and Needles are located outside of the Victor Valley area. There will be an expense in rebranding the Victor Valley service, and this expense will be shared amongst all JPA members. Rebranding will need to incorporate a title and graphics that is representative of all JPA members. This could be accomplished with grant funding minimizing the impact on LTF. The other major cost will be upgrading data collection and presentation systems. While all systems use Trantrack

reporting, the way data is collected and the ITS systems may vary from system to system. A consolidated system will need to have the same data and ITS systems.

Another concern for a consolidated system will be demand response service for both County area services and ADA services. Currently, Needles does not provide County area services with all service provided via a deviated fixed route system which is supplemented by ADA service. Barstow provides ADA service and fixed route service within the City of Barstow and general public demand response service, which includes ADA, in the County areas. VVTA operates fixed route, deviated route, and ADA service throughout its service area. ADA service coverage will need to be determined which will likely be a continuation of current policies. It is not likely that countywide ADA service will need to be provided. However, a CTSA countywide service could be studied through innovative Mobility Management tenants.

Currently there are two services that operate between the VVTA service area and the Barstow area. The two services are the National Training Center (NTC) commuter service that carries passengers to and from the NTC at Fort Irwin and the B-V Link which connects Barstow and Victor Valley with the San Bernardino Valley. Both services are being funded by grants as Demonstration Projects. The NTC service has a very high farebox recovery and should require no LTF funding once the grant funds are expended. B-V Link on the other hand will require LTF funding to maintain service levels. LTF funding for both of these services needs to be shared between the Barstow and Victor Valley areas. Consolidation will create a mechanism for equitable LTF funding distribution between Barstow and Victor Valley, and cost savings from consolidation will allow B-V Link services to continue to operate. There are no services operating between Needles and Barstow or Needles and Victor Valley.

Currently, VVTA, Barstow, and Needles have different operations and maintenance contractors. One concern that the VVTA administration staff has is that it would be difficult to manage three different contracts for essentially the same service. The new agency may want to merge the contracts for the consolidated system under one operator. This would require either re-bidding each operations and maintenance contract or merging the current contracts into a single contract with a single operator.

One of the benefits of consolidation is the impact to administrative costs which are entirely funded by LTF. If the proposed VVTA COA administrative staffing levels are attained then there should be minimal impact to the amount of administrative staff or total administrative resources needed to manage a consolidated system. Adding the operations of Barstow and/or Needles would add additional route hours, miles, and vehicles to the current VVTA system, however, it would not impact the cost to manage the system. Table 2-1 presents the administrative cost impacts of consolidation. Barstow and Needles administrative costs are

based on their 2013 budget and projected to 2020 based on a growth factor of 3% per year. VVTA's administrative costs are based on costs projected from the COA. The right half of the table shows the amount each jurisdiction contributes based on each jurisdiction equally sharing the administrative cost burden and what the impact will be when adding additional members. This is based on the current VVTA JPA. The three possible additional JPA members include the City of Barstow, the City of Needles, and The Third District of San Bernardino County. If the Third District of San Bernardino County were to be added as a JPA member, the County would be paying twice as much of the administrative costs as other members (as they would have two members of the new JPA board). VVTA previously distributed administration costs based on amount of service operated; however, the VVTA JPA members concluded that administration should be an equal burden amongst JPA members.

Table 2-1: Administrative Cost Impacts of Consolidation

Budget Year	System Administrative LTF Requirements			Current 5 VVTA Members	Cost per JPA Member ⁴		
	Barstow	Needles	VVTA		+1 Member	+2 Members	+3 Members
2013 Budget	\$322,613	\$30,764	\$1,011,469	\$202,294	\$168,578	\$144,496	\$126,434
2014 Projected	\$332,291	\$31,687	\$1,069,059	\$213,812	\$178,177	\$152,723	\$133,632
2015 Projected	\$342,260	\$32,638	\$1,361,380	\$272,276	\$226,897	\$194,483	\$170,173
2016 Projected	\$352,528	\$33,617	\$1,790,080	\$358,016	\$298,347	\$255,726	\$223,760
2017 Projected	\$363,104	\$34,625	\$1,846,783	\$369,357	\$307,797	\$263,826	\$230,848
2018 Projected	\$373,997	\$35,664	\$1,905,186	\$381,037	\$317,531	\$272,169	\$238,148
2019 Projected	\$385,217	\$36,734	\$1,965,342	\$393,068	\$327,557	\$280,763	\$245,668
2020 Projected	\$396,773	\$37,836	\$2,027,302	\$405,460	\$337,884	\$289,615	\$253,413

Note: Barstow and Needles is based on 2013 Budget with a 3% per year growth factor and VVTA is based on COA cost projections

Beyond administration costs, operating costs would be impacted by consolidation. While VVTA, NAT, and BAT operate in different areas with different cost of living for bus operators, a consolidated system would have a single operator that would have a set overall cost for providing service to the consolidated transit system regardless of whether the service operates in Barstow, Needles, or Victorville. The fixed route cost per hour to operate BAT and VVTA are very similar, with fixed route operating costs per hour around \$60.00 for both systems. NAT has a higher cost per hour for fixed route service which is likely related to the contractor expenses for being more involved in management and oversight compared to Barstow and VVTA. NAT's operating cost per hour was approximately \$80.00 per hour in Fiscal Year 2013. NAT's dial-a-ride hourly costs are very low \$20.00, due to the service delivery method of having senior center employees provide the service. VVTA's ADA service is near \$75.00 an hour. BAT's ADA service is approximately \$86.00. There would be a number of one-time costs

⁴ The 3 possible additional JPA members include the City of Barstow, the City of Needles, and The Third District of San Bernardino County

associated with consolidation. These costs would include branding, vehicle ITS upgrades, and operator training.

The current VVTA JPA members and the City of Barstow would benefit from consolidation, but Needles would not. Current VVTA JPA members would see a reduction in administrative costs since adding additional JPA members would not require additional administrative staff thereby reducing administration costs for each JPA member. Barstow would also see a reduction in administrative costs since most of the oversight functions that occur with city staff would be transferred to the consolidated operation with a lower administration cost allocation than Barstow is currently paying. Any city positions that are funded by LTF would require general fund revenues to replace LTF that would no longer be available. Needles would actually see an increase in administrative cost as their current administrative costs are very low. In terms of operating costs under consolidation, usually the operating costs would default to the higher cost per hour system; however, the scale of VVTA compared to BAT and NAT should allow for operating costs to be more in line with the VVTA's cost structure. For fixed route, the impact to Barstow's operating cost would be negligible; however, NAT's operating cost per hour would likely be reduced. ADA costs for Barstow would likely be reduced, but NAT's would increase significantly unless VVTA were to simply provide oversight over the Senior Center and NAT contractor. Overall, NAT may see a decrease in the cost for their operations but that would be offset by the increase in administrative costs. BAT's operating costs would likely be slightly less than what they are today.

2.3.3 Alternative 3 - Contract Management

Under this alternative, VVTA becomes the transit contract manager for the municipal bus systems. Each city would retain its distinct transit system identity and control over policies. VVTA would provide day-to-day oversight of the contractor and operations, operating as the transit manager. VVTA would be responsible for reporting to city staff and city councils in Barstow and/or Needles. This would effectively remove the need for each city to provide day-to-day management of transit services and the contractor. Following is the analysis of the impacts to both Barstow and Needles, as well as to VVTA.

[NOTE: VVTA previously had a similar organizational structure to the contract management scenario. The VVTA organization operated with a management contract and an operations/maintenance contract with the contract manager reporting to the Board of Directors. A contract management situation would be very similar where VVTA is the contract manager providing oversight for the entire system and the contract, and directly answerable to the individual City Councils.]

Impact to Barstow

A contract management system would result in Barstow maintaining local control of transit service, with administrative staff from VVTA managing the day-to-day operations and providing contractor oversight for the system. The City of Barstow would be responsible for procuring the operations and maintenance contract for BAT services. It may be possible for Barstow service to be included in the current VVTA operations and maintenance contract with Veolia. Contract management will add a layer between the City of Barstow and the operations of BAT.

A contract management scenario would allow Barstow to eliminate the full-time Transit Manager position; however, staff from the City of Barstow will still need to provide oversight over VVTA's management of BAT to ensure that VVTA's oversight of the BAT contractor is meeting the needs of Barstow. Since VVTA would be the main customer service agent and the source of public information, this would include monitoring VVTA's response to customer and service issues. VVTA would be responsible for resolving all service and customer issues regarding BAT services. City staff resources will also be needed to provide oversight of VVTA's management of the BAT.

Contract management may allow for some cost savings for Barstow; however, administrative cost savings would likely be redirected to VVTA to offset the cost of managing the Barstow contract. Barstow would no longer need to maintain a transit manager to oversee the BAT on a day-to-day basis since that will be the role of VVTA. City administrative resources will still be required to manage and procure the operations contract as well as to provide a level of oversight to VVTA's activities.

Under the contract management scenario, there will be no need to rebrand the BAT. VVTA would be responsible for contractor oversight, providing reports to City staff and the City Council, budgeting, and capital asset management. Contract management will not impact the amount of Local Transportation Fund (LTF) available for BAT. Contract management will also not impact the cost for operating BAT. Trona and Big River programs are currently managed by the City of Barstow under the contract for BAT. Any contract management scenario would need to consider the impact to these two communities.

Impact to Needles

A contract management system would result in Needles maintaining local control of transit service, with administrative staff from VVTA managing the day-to-day operations and providing contractor oversight for the system. This will add a management layer between the City of Needles and the operations of Needles Area Transit (NAT) although the City would still be responsible for procurement and negotiation of contracts with the NAT operator. There would

be no operating cost savings from consolidation based on a transfer of contract management to VVTA.

A contract management scenario does not increase the amount of funding available for Needles, nor does it allow Needles to reduce city staff dedicated to transit. City staff would be responsible for contract procurement for the operation and maintenance of NAT. City staff resources will also be needed to provide oversight of VVTA's management of NAT which would use the same amount of city staff and resources as are used today.

Under the contract management scenario, there will be no need to rebrand Needles Area Transit. VVTA would be responsible for contractor oversight, providing reports to City staff and the City Council, budgeting, and capital asset management. Contract management will not impact the amount of Local Transportation Fund (LTF) available for NAT. Contract management will not reduce costs for NAT or increase funding. Contract management will also not improve regional and interregional connections for Needles. The contract management alternative has no benefit to Needles in cost savings or their satisfaction with the current operator. In fact, it could cost NAT marginally more to work with VVTA due to meeting travel times, communications, and other management coordination.

Victor Valley Transit Authority

Contract management requires VVTA to manage the operations and maintenance contractors in Barstow and Needles. This would require VVTA to be an intermediary between the cities and the operations and maintenance contractor adding an unnecessary layer of administration to the provision of transit services in the desert communities. This would require VVTA to provide oversight to as many as three different contractors, one for each system including VVTA. While this may spread the administrative costs for VVTA to other local jurisdictions, it may also reduce VVTA staff availability for VVTA priorities. The level of administrative cost savings would depend on the arrangement between VVTA and the individual cities. This would greatly increase VVTA's workload, requiring staff to attend at least two additional city council meetings per month and developing budgets for three separate systems.

Contract management would have no impact on VVTA operations. There would be no changes in VVTA routes or branding. There will also be no cost savings to operations based on operating certain services out of a facility in Barstow.

Contract Management Considerations

Contract management does very little to reduce the cost for administering or operating transit services in Barstow or Needles. Contract management does allow each of the cities to reduce

the level of staff involvement in transit service and for the professional transit management for Barstow and Needles. The need for VVTA to manage up to three separate operations and maintenance contracts may increase the cost of contract management for the systems beyond the amount spent on administration today.

Contract management would not result in any significant savings in administrative costs overall. VVTA would need to add staff and resources to properly manage the contract of Barstow since they would be separate from the contract that VVTA has for the operation of its system. Needles would likely see an increase in their administrative costs since Needles has a very low cost for administering NAT, together with the remoteness of the operations to VVTA's administrative offices.

2.3.4 Alternative 4 – Limited Contract Management

The Limited Contract Management alternative allows transit services within each city to maintain identity and management of transit services, with VVTA coordinating for certain functions such as purchasing, program management, planning, data management, and dial-a-ride dispatching (assuming that another system has the same ITS capabilities or would invest in ITS). Under this alternative it may be possible for VVTA, BAT, and NAT to coordinate for a joint operations and management contract procurement so one contract operator provides service to all three systems under a single joint contract. This allows for the municipal systems to take advantage of the VVTA infrastructure to support the local transit operation while maintaining transit management and oversight within each city's functions, and for each system (BAT and NAT) to take advantage of planning and capital capabilities that can be provided by VVTA.

Barstow

Limited Contract Management would not result in major changes for Barstow. This alternative would not allow for the reduction in administrative costs for Barstow since day-to-day oversight of the transit system will still be the responsibility of City staff. There may be opportunities for reduction of operating costs through joint purchasing of operating contracts and functions that are managed by VVTA.

The primary benefit to Barstow is in the development of the BAT capital program. Barstow would be able to utilize transit expertise from VVTA in the provision of capital projects that support transit including bus facility construction and procurement of vehicles. It could also allow for sharing a Barstow facility for the B-V service and the county route. Overall, this scenario does not meet the goals for Barstow.

Two considerations for the transfer of responsibilities or coordination are the impact to programs in Trona and Big River. One possibility is that this scenario would have no impact to Trona and Big River since Barstow would maintain the manager of these programs. The other possibility is that these programs would be transferred to VVTA under the oversight of the VVTA mobility manager.

Needles

Limited Contract Management will not have a major impact to Needles nor will it meet many of the City of Needles goals for transit; such as it will not improve connections between Needles and other cities in the area and it does not ensure that services are provided between Needles and Barstow or Victor Valley. What this alternative allows is for VVTA to assist Needles in certain functions such as vehicle procurement, operations contract procurement, grant management, capital programming, and/or planning. This does represent some of the major needs for Needles.

Limited Contract Management will allow Needles to maintain local control of the system. It will allow Needles to maintain the current relationship with the contractor and to maintain the low administrative costs while allowing for professional transit assistance on the functions listed above. This should benefit Needles until the time when Needles is able to coordinate with other transit operators from Mohave County, Arizona and Clark County, Nevada.

Victor Valley Transit Authority

Limited Contract Management will impact VVTA. Additional administrative staff resources will be needed to support coordination and the responsibilities that would be transferred to VVTA. In many instances, this will only represent an addition to the activities that VVTA is already performing, for example, adding additional vehicles to vehicle procurements as part of the capital program. For activities that represent additional effort for VVTA, VVTA would be compensated by the Barstow and Needles. VVTA should be able to address many of the responsibilities that increased coordination/partial transfer of responsibility within the staffing levels proposed in the current VVTA Comprehensive Operational Analysis.

2.4 Recommendation

The recommendations in this section represent the alternative that best meets the needs for Barstow, Needles, and Victor Valley Transit Authority (VVTA) individually and then the areas as a whole. The findings, presented below, have different recommendations for Barstow and Needles. The analysis shows that VVTA would benefit from consolidating systems, as will Barstow; however, Needles would not benefit from consolidation, but would benefit from

coordinating with VVTA for certain services. To meet the City of Needles goals, a study for a Tri-State compact with Arizona and Nevada is recommended to improve regional mobility.

2.4.1 Barstow

The recommendation best for Barstow is that Barstow Area Transit (BAT) and VVTA should be consolidated to form a single transit authority serving both the areas of Victor Valley, Barstow, and unincorporated areas. The analysis above shows that consolidating these two systems into one system has cost advantages for both the City of Barstow and for the current VVTA Joint Powers Authority (JPA) members. Barstow would see lower administrative and operating costs. The operating cost savings can be used to support enhanced Barstow-Victorville Link (B-V Link) service, National Training Center at Fort Irwin (NTC) service, and/or improved service on routes within Barstow and adjoining areas. One contractor should be used to provide service for both Victor Valley and Barstow.

Benefits of consolidation will be further realized with the construction of a new operating and maintenance base in Barstow. Ideally, this facility would be located close to the CNG fueling station, located on West Main Street near CA Highway 58, to reduce the number of miles that Barstow buses need to travel to refuel. A new facility will allow for maintenance and storage of the Barstow fleet in a facility that is better sized, better located, and in better condition. This facility would be designed and built by SANBAG. Consolidation will allow a reduction of the amount of space needed for maintenance since Barstow vehicles could be cycled through the Hesperia (VVTA) maintenance base for major repairs and preventive maintenance. The new Barstow facility should also provide adequate storage space for an increased fleet size to support NTC Commuter service, B-V Link service, Helendale service, and allow for growth in Barstow area services.

2.4.2 Needles

The analysis above shows that the City of Needles provides cost effective operation and management of Needles Area Transit, Dial-A-Ride, and Medical Dial-A-Ride services. The operating cost for transit services in Needles is rather low. Consolidation will not meet the short or long term goals for increasing transit service in Needles or provide connections to neighboring areas. Contract management will not decrease management and oversight costs for the City of Needles. There may be opportunities to improve transit services in Needles through partial transfer of responsibility and/or coordination; however, this may not reduce costs.

Partially transfer of responsibility and/or coordination through limited contract management is the best option for Needles and provides opportunities for VVTA to support improvements to

transit service delivery in Needles. Certain functions that Needles could consider coordinating with VVTA include capital program development including purchasing of vehicles, program development, route planning (Needles services could be added to VVTA planning studies), and grant management.

Long term, Needles and San Bernardino County may want to enter into a tri-state compact with Mohave County in Arizona and Clark County in Nevada for the provision of regional transit service through the entire Mohave Valley area. This will improve coordination and the provision of regional transit services connecting Needles, Bullhead City, Laughlin, Lake Havasu City, and Kingman. A feasibility study for Tri-State services should be conducted. This could be started as a CTSA project to improve mobility in the region. Transit services providing circulation throughout the area and into these cities will improve access to jobs and services for Needles residents, which will go further towards meeting the goals of the City of Needles for transit services compared to consolidation with VVTA.

2.4.3 Victor Valley Transit Authority

VVTA will benefit from consolidation by forming a new single transit authority with the additional members. Creating a new JPA with the current VVTA JPA members and additional members will reduce the share of administrative costs paid by the current VVTA JPA members without the need to add additional administrative staff beyond the staff recommended in the current VVTA Comprehensive Operational Analysis (COA), as long as all services for the Victor Valley and Barstow areas are covered by a single operations and maintenance contract. Certain VVTA services will see a cost reduction once a new operations and maintenance facility is constructed in Barstow.

Alternatively partial transfer of certain responsibilities may be feasible for VVTA under the Limited Contract Management alternative. Certain functions listed in each section could be transferred to VVTA. It is expected that VVTA could take on management of capital programs, grant management, planning, and purchasing. While this could work for both Barstow and Needles, it is only a recommended alternative for Needles after the formation of a new Transit Authority comprised of the Victor Valley and Barstow areas.

2.4.4 Overall

The overall recommendation of this study is that VVTA and Barstow Area Transit (BAT) should merge into one system creating a new Transit Authority, while Needles Area Transit (NAT) should remain an independent city run system. NAT is not included in consolidation since very few of the Needles goals or cost savings can be met by consolidation. Based on the current operating and management costs, there are no opportunities to reduce the operating or

management costs for NAT through consolidation. However, NAT can benefit by using the services of the new Transit Authority for some administrative tasks regarding operator procurement, capital grants and other procurement activities.

Consolidation of VVTA and BAT into a new Transit Authority would not require any additional VVTA staff beyond the staff recommended in the VVTA COA and would add two more JPA members to share system administrative costs, the City of Barstow and San Bernardino County District 3. Once a new operations and maintenance facility is constructed in Barstow, operating costs for certain services will be reduced based on reductions in deadhead time for certain services that could be based in Barstow.

The governance of a new Transit Authority JPA agreement, or a modification of the current agreement, will have the representation on the Board of Directors include the cities of Adelanto, Barstow, Hesperia, and Victorville, the Town of Apple Valley, and the San Bernardino County Supervisorial Districts of 2 and 3, for a total of seven members. Consolidation of VVTA and BAT meets many of the goals set for consolidation. Cost savings from consolidation will allow for continued funding and possible expansion of B-V Link service connecting Barstow, Victor Valley, and the San Bernardino Valley.

Short-term, a partial transfer of responsibility/coordination between NAT and a new Transit Authority consisting of the Barstow and Victor Valley areas could be pursued through Limited Contract Management. Longer term NAT should coordinate with neighboring transit operations in Mohave County, Arizona and Clark County, Nevada to form a multi-state compact for the provision of transit services in the area. A multi-state compact will meet many of Needles goals for consolidation. A bus or rail connection between Needles and Victor Valley cannot be met by consolidation and would require a dedicated funding source (probably a combination of grant and County LTF) to sustain. Some of the functions that VVTA could coordinate and consolidate include management of the procurement of operators, capital programs, grant management, planning, and purchasing.

Chapter 3: Implementation

This chapter presents the steps that are needed to implement the recommendation of consolidating Barstow and VVTA into a new Transit Authority, as well as a partial transfer of responsibility/increased coordination between Needles and the new Transit Authority. Consolidation is a multi-step process. On the other hand, implementation of increased coordination or transfer of certain responsibilities from Needles to the new Transit Authority would be a quick process. The steps for implementation of a consolidated system and partial transfer of responsibility/coordination through Limited Contract Management are discussed as follows.

3.1 Consolidation of VVTA and Barstow

This feasibility study is the first step in creating a consolidated system. While consolidation requires a number of steps, once the findings of the feasibility study are accepted by all relevant agencies, consolidation should not take more than 18 months. This section presents the steps required for consolidation.

The first step towards consolidating VVTA and BAT is presenting the findings of this consolidation study and acceptance of the findings that consolidation should be pursued. This study would be presented by SANBAG staff to a number of governing bodies including SANBAG, VVTA and their respective cities, the City of Barstow, and the City of Needles, and the County of San Bernardino. The adoption of the findings of the feasibility study will allow VVTA and BAT to move to the next step which is outlining the steps and detailed impacts of consolidation.

Delineate the steps and detailed impacts of consolidation. An inventory of BAT and VVTA assets should be developed which includes facilities, vehicles, and equipment. This inventory would include an analysis of the condition of these assets and identification of deficiencies or redundant assets. Operating systems, including farebox, reservation and dispatch systems (VVTA uses Trapeze) and other data recording systems, will be identified to ensure the systems are compatible. The due diligence process should be conducted by a neutral third party. If systems are not compatible then a joint data system may need to be procured. Staffing responsibilities, impacts to staff, needs to be determined. Roles and responsibilities of each municipality and the new Transit Authority will also be identified. Finally the capital needs and one-time items to facilitate consolidation will be identified and procurement estimates be developed.

The next step would be the development of a new Joint Powers Agreement (JPA) to govern transit services. This JPA should be modeled on the current VVTA JPA, adding two additional members; the City of Barstow and the County Supervisor from the Third District. This would include distributing administrative costs of the new agency equally amongst the seven members of the JPA (Adelanto, Apple Valley, Barstow, Hesperia, Victorville, San Bernardino County First District, and San Bernardino County Third District). San Bernardino Associated Governments (SANBAG) would be responsible in consultation with VVTA, Barstow, and their legal counsels for developing up the new JPA document and facilitating its approval by the new member agencies. Once the new JPA has been developed, an agreement between SANBAG and the new Authority will be created and will be presented to the SANBAG Board of Directors and to all of the new Authority members for approval.

Once the new JPA and SANBAG agreement is approved, consolidation of the systems can begin. This would include procuring any systems identified during the due diligence process needed to ensure the Barstow and VVTA operating systems are compatible. A new operations and maintenance contractor will need to be procured for the consolidated areas. The final piece will be the rebranding of VVTA and BAT services into a single system with common marketing materials and identity. If desired, each system can keep their current identity as services of the new Transit Authority. This is the stage where funds will be expended to upgrade systems and fleet and create a common identity. Once these final steps are concluded, the operation of a consolidated system can begin. NAT could contract with this new Transit Authority for certain services.

3.2 Needles: Limited Contract Management

The Limited Contract Management scenario will not be difficult to implement and should be done in conjunction with the establishment of the new Transit Authority in the Barstow and Victor Valley areas. Needles and the new Transit Authority would need to determine what functions the new Authority could coordinate or takeover for the new Authority to support Needles. This discussion would require the City of Needles to determine cost and level of staff effort for functions that they feel would benefit from coordinating with or transferring to a professional transit agency. The new Authority would need to determine if it is feasible to coordinate or takeover functions from Needles and what the impact would be to the new organization. Once it is decided what items can be coordinated and transferred, a Memorandum of Understanding (MOU) would be drawn up between Needles and the new Authority to allow for coordination and/or transfers of responsibility. Once the MOU is signed, coordination and/or transfer of functions can occur immediately. Needles could also purchase time on a grant by grant or procurement basis as needed.

Chapter 4: Operations

Consolidation of Barstow and VVTA will involve operational changes. The primary change will be the change of contract transit service providers either in Barstow or in Victor Valley. The ideal scenario is that a single contract is in place at the time that Barstow and VVTA become one system. This will make both the operations and the administration of the consolidated system more efficient. The consolidated system will have a new branding and may require new route names and numbers to create a unified system.

Short term there would be no change in the location of the operations and maintenance base, with the Barstow fleet stored, maintained, and fueled in Barstow. Planning should be undertaken immediately for a new Barstow operations and maintenance base which will allow for improvements in storage and maintenance of the Barstow fleet, as well as improve operating efficiencies by allowing certain services to be operated from Barstow such as B-V Link, NTC services, and Helendale services.

A Comprehensive Operational Analysis (COA) looks at bus operations in detail. VVTA is currently conducting a COA. Barstow implemented the new services that were based on their recent COA. The next COA for VVTA would include an analysis of services in Barstow. The analyses for a COA are based on data provided by the system, along with a public outreach process. To streamline the data collection and dissemination process, it would be appropriate to utilize VVTA's data systems for the combined Barstow and VVTA services since VVTA is a larger system and the staff is already familiar with these systems. This will require Barstow's systems to be modified to be compatible with VVTAs systems. VVTA staff will monitor Barstow services and will include modifications to the Barstow system in a COA conducted of the consolidated system.

Needles operations will not change based on the findings of the consolidation study. Currently the NAT operation consists of one route that provides service throughout the city once per hour using one vehicle. The City of Needles and the contractor monitor system performance to determine issues that require route modifications. In the future, coordination between Needles and VVTA could occur by having NAT services be included in a COA of the consolidated VVTA service. To begin coordinating for a COA, VVTA would provide the City of Needles a list of data items that are needed for a COA analysis.

AGENCY REPORTS



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

July 16, 2013

**Members of the
Governing Board:**

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Ben Benoit
Councilmember, Wildomar
Cities of Riverside County

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Mayor Pro Tem, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Dr. Clark E. Parker, Sr.
Senate Rules Appointee

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

To: Mayors and Councilmembers

From: **Dennis R. Yates**
Mayor, City of Chino
Vice Chairman, South Coast AQMD Governing Board /
Representative, Cities of San Bernardino County

Attached are the agenda items and outcomes of the July 5 and July 12, 2013 SCAQMD Governing Board meetings, and a preview of the item(s) for discussion at the September 6, 2013 meeting. (No meeting is scheduled for August.)

PUBLIC HEARING ITEM AT JULY 5 BOARD MEETING:

Amend Rule 1309 - Emission Reduction Credits and Short Term Credits
In 2002, the Board amended Rule 1309 to provide for Short Term Credits (STCs) and at the same time provide for the reissuance of such credits that had been provided as offsets but never used. However, the provision for reissuance of credits referred only to STCs, not Emission Reduction Credits (ERCs). U.S. EPA has never approved the 2002 amendments to Rule 1309. Accordingly, there is no mechanism for the reissuance or return of ERCs that have been submitted as offsets but never used. The proposal would allow the reissuance of unused ERCs provided the request is made within two years of issuance of the Permit to Construct and construction has not commenced. This action is to adopt the resolution amending Rule 1309.

Vote: 9 Yes; 0 No; 0 Abstain; 4 Absent

PUBLIC HEARING ITEM AT JULY 12 SPECIAL BOARD MEETING:

Amend Rule 444 – Open Burning
(Continued from May 3 and June 7, 2013 Board Meetings for Consideration of Provisions Pertaining to Beach Fire Rings Only)
At its May 3, 2013 meeting, the Board continued only those Rule 444 amendment provisions relating to a prohibition of fire rings. This action is to consider Proposed Amended Rule 444 – Open Burning, as it relates to open burning at beach areas only. These provisions include paragraphs (b)(11) and (c)(7), subparagraph (d)(3)(G), and paragraphs (h)(5) and (6).

Vote: 7 Yes; 6 No; 0 Abstain; 0 Absent

**PUBLIC HEARINGS TENTATIVELY SET FOR
SEPTEMBER BOARD MEETING:**

Amend Rule 314 – Fees for Architectural Coatings

Amendments are being proposed to clarify certain reporting requirements. The staff proposal includes exempting small manufacturers and certain coatings from fees, removing the ability to use “grouping” in the reporting, clarifying existing definitions and reporting requirements, and removing outdated phased-in fee rates.

Amend Rule 1113 – Architectural Coatings

Amendments are being proposed to provide relief to coating manufacturers from certain rule requirements. The staff proposal includes exempting small coating containers with a capacity of two ounces or less from labeling requirements, clarifying rule intent, and removing outdated language.

Adopt Proposed Rule 1304.1 – Electrical Generating Facility Annual Fee for Use of Offset Exemption

Proposed Rule 1304.1 sets annual fees for Electric Generating Facilities electing to meet their emissions offset obligations for boiler replacement projects by using offsets provided by the District pursuant to Rule 1304(a)(2). The fee proceeds will be invested in air pollution improvement strategies consistent with the Air Quality Management Plan goals. The proposed rule does not apply to facilities that meet their emissions offset obligations through privately held Emission Reduction Credits.

Amend Regulation III - Fees

Amendments are being proposed to Regulation III to better align program revenues with program expenditures. The staff proposal includes a specific new fee to recover the cost of issuing permits subject to GHG Prevention of Significant Deterioration, updates to Hearing Board fees, and other minor clarifications.



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on June 20, 2013. The MSRC's next meeting is scheduled for Thursday, July 18, 2013, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved

The MSRC unanimously approved the minutes from its May 16, 2013 meeting.

Award to Implement Event Center Transportation Programs

As part of their FYs 2012-14 Work Program, the MSRC allocated \$4 million towards the implementation of programs to provide transportation service for venues not currently served by sufficient transportation service. Three awards were previously approved under this program, which has an open application period from March 1, 2013 through September 30, 2014. Subsequently, the Orange County Transportation Authority (OCTA) submitted an application requesting \$36,800 to implement express bus service for the 2013 Solar Decathlon at the Orange County Great Park in Irvine. The service, which would supplement the City of Irvine's iShuttle service from the Irvine Metrolink station (previously approved by the MSRC under the FY 2011-12 Event Center Program) will provide bus transportation every 30 minutes on a route serving the University of California, Irvine, and the Irvine Spectrum shopping center. Service would be provided from 10:00 a.m. to 7:30 p.m. for the eight days the event is open to the public. In addition to allowing Decathlon attendees to use public transportation for all or a portion of their trip, the service would also reduce vehicle traffic in and around the Great Park. Elimination of traffic congestion, especially reductions in automobile stop-and-go driving and queuing, has a direct link to reduced vehicle exhaust emissions. OCTA and its project partners would collectively contribute \$38,580 in co-funding including fare box revenue, marketing design and production, and advertising and marketing purchases. At its June 20, 2013 meeting, the MSRC unanimously approved a \$36,800 contract award to OCTA to implement the 2013 Solar Decathlon Express. This award will be considered by the SCAQMD Board at its July 5, 2013 meeting.

The MSRC also considered a recommendation from its Technical Advisory Committee to deny an award to Transit Systems Unlimited, which requested \$1.4 million in MSRC funding to implement expanded transportation services between four existing shuttle lots and the Hollywood Bowl. Based on the information provided in the application, the denial was recommended based on three key points: 1) very low cost-effectiveness; 2) no additional emission benefits associated with the project proposal as provided; and 3) lack of clarity in the proposal preventing adequate consideration of the request. The proposer presented additional information to the MSRC at its June 20, 2013 meeting; the MSRC suggested the proposer work with MSRC and SCAQMD staff to submit a new application for consideration. Any new awards made by the MSRC will be submitted to the SCAQMD Board for future consideration.

Approval of FY 2013-14 Administrative Budget

Administrative costs for the AB 2766 Discretionary Program are limited to five percent annually per statute. Every year, the MSRC adopts an Administrative Budget for the upcoming fiscal year to ensure costs remain within this limitation. On June 20, 2013, the MSRC adopted its FY 2013-14 Administrative Budget in the amount of \$666,098, which is nearly \$74,000 below the five percent cap. As part of the adoption of the FY 2013-14 Administrative Budget, the MSRC included an allocation of \$56,000 for miscellaneous expenditures, such as postage, office supplies and equipment, advertising, travel, etc. These funds will be transferred to the Science & Technology Advancements FY 2013-14 Budget. Expenses will be tracked and any funds not expended by the end of the fiscal year will be returned to the MSRC. The SCAQMD Board will consider authorization of the fund transfer at its July 5, 2013 meeting.

Contract Modification Requests

The MSRC considered three contract modification requests and took the following unanimous actions:

1. For City of Covina Contract #ML09043, which provides \$179,591 to upgrade their CNG station, approval of a six-month, no-cost contract term extension;
2. For UPS Contract #MS08007, which provides \$300,000 towards the purchase of 10 heavy-duty natural gas vehicles, approval of a 29-month, no-cost contract term extension; and
3. For UPS Contract #MS08013, which provides \$480,000 towards the purchase of 12 natural gas yard tractors, approval of a 29-month, no-cost contract term extension and contract language modification to allow vehicles to operate out of either UPS's LA or Ontario stations, contingent upon a) the MSRC being notified as to when vehicles purchases have been initiated and b) vehicles being placed into regular service within the next seven months.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.

**ADDITIONAL
INFORMATION**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	J. Harrison L. McCallon D. Robertson P. Eaton E. Graham B. Jahn R. McEachron G. Ovitt	J. Harrison L. McCallon B. Jahn	D, Robertson E. Graham	P. Eaton R. McEachron G. Ovitt
†SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Ray Musser Ed Paget	Diane Williams Vacant (James Ramos)	Vacant (R. McEachron) B. Stanton

413

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>L. Dennis Michael, Rancho Cucamonga, Vice President (Chair) Bill Jahn, Big Bear Lake, President (Vice Chair) Janice Rutherford, Supervisor, Past President</p> <p><u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor</p> <p><u>East Valley</u> Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MVSS) Larry McCallon, Highland James Ramos, Supervisor</p> <p><u>Mountain/Desert</u> Edward Paget, Needles (Chair - MDC) Bill Jahn, Big Bear Lake Jim Harris, Twentynine Palms Robert Lovingood, Supervisor</p>	<p>6/30/2014 6/30/2014 6/30/2014</p>
<p>Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member</p>	<p>Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland James Ramos, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2014) Indeterminate (6/30/2014) 12/31/2014 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2014 12/31/2014 Indeterminate</p>

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Edward Paget, Needles (Chair) Ryan McEachron, Victorville, (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 James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2014) Indeterminate (6/30/2014) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee Second Wednesday, 9:00 a.m., SANBAG Office
 Commuter Rail & Transit Committee Third Thursday, 12:00 noon, 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).

415

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	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.	Board of Directors Richard Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	6/30/2014 6/30/2014

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
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.	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. 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.	Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.	12/31/16 12/31/16 12/31/14 12/31/14 12/31/14

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 2012-2013 Audit)</p> <ul style="list-style-type: none"> - SANBAG President – Bill Jahn, Big Bear Lake - Vice President – L. Dennis Michael, Rancho Cucamonga - Immediate Past President – Janice Rutherford, Supervisor - Presidential Appointment – Walt Stanckiewicz, Grand Terrace
<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>Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland</p>
<p>Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s bylaws and recommend changes to modernize SANBAG’s governance document.</p>	<p>Review SANBAG’s bylaws and make recommendations to the Board on any necessary changes.</p>	<p>Rhodes “Dusty” Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland</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 Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia</p>
<p>Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG’s procurement policies and procedures.</p>	<p>Review SANBAG’s contracting policies and procedures and make recommendations to improve them.</p>	<p>Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Dennis Yates, Chino Alan Wapner, Ontario</p>

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Omnitrans Comprehensive Operational Analysis In January 2013, the SANBAG Board President appointed this ad hoc committee to work with Omnitrans Board members to review the Comprehensive Operational Analysis (COA) of Omnitrans and to make recommendations based on the COA review.</p>	<p>Review the Comprehensive Operational Analysis of Omnitrans and make recommendations to address projected fiscal shortfalls associated with Omnitrans operations and capital projects.</p>	<p>Janice Rutherford Supervisor Dick Riddell, Yucaipa Alan Wapner, Ontario Pat Morris, San Bernardino Deborah Robertson, Rialto Penny Lilburn , Omnitrans</p>
<p>Right of Way In February 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review Right of Way policies and make recommendations on changes and signature authority limits.</p>	<p>Curt Emick, Apple Valley James Ramos, Supervisor Deborah Robertson, Rialto Michael Tahan, Fontana</p>
<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 – Bill Jahn, City of Big Bear Lake Vice President – L. Dennis Michael, Rancho Cucamonga Immediate Past President – Janice Rutherford, Supervisor</p>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>
<p>City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>

SANBAG 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>

419

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

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

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

San Bernardino Associated Governments



MISSION STATEMENT

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

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996