

AGENDA

Board of Directors Meeting

June 4, 2014

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, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Dennis Yates, Mayor
City of Chino

Ed Graham, 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 Pro Tem
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, 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, Mayor Pro Tem
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

**June 4, 2014
10:00 a.m.**

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

<p>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.</p>

Call to Order 10:00 a.m. by Council Member Bill Jahn

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements:
 - Calendar of Events (Pg. 13)
- IV. Agenda Notices/Modifications – Vicki Watson

- 1. **Possible Conflict of Interest Issues for the Board Meeting of June 4, 2014** Pg. 14

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 10.**

Notes/Actions:

Consent Calendar Continued....

Administrative Matters

- 2. **Board of Directors Attendance Roster** Pg. 16
- 3. **April 2014 Procurement Report** Pg. 20
Receive April 2014 Procurement Report. **William Stawarski**
This item has not received prior policy committee or technical advisory committee review.

Regional/Subregional Planning

- 4. **Draft Jurisdiction-level Growth Forecasts for the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)** Pg. 29
Receive information on draft jurisdiction-level growth forecasts for the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy. **Steve Smith**
This item was reviewed at the Board of Directors Metro Valley Study Session on May 15, 2014. The information in this item was presented to the Planning and Development Technical Forum (local planning/community development directors) on April 23, 2014, and to the City/County Managers Technical Advisory Committee on May 1, 2014.

Project Delivery

- 5. **On Call Environmental Request for Proposals** Pg. 35
That the Board, acting in its capacity as the San Bernardino Transportation Authority:
Authorize and approve release of Request for Proposal (RFP) 14144 for On-Call Environmental Services for the support of the Major Projects Program. **Garry Cohoe**
This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. SANBAG General Counsel has reviewed the agenda item and RFP.
- 6. **State Route 210 (SR-210) Pepper Avenue Interchange Project** Pg. 68
That the Board, acting in its capacity as the San Bernardino County Transportation Authority:
Approve Amendment No. 2 to Contract No. C11002 with Civil Works Engineers for the SR-210 Pepper Avenue Interchange project for an increase of \$286,509.02, for a revised not-to-exceed contract amount of \$2,110,813.02. **Garry Cohoe**
This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. SANBAG Contract Administrator and General Counsel have reviewed the agenda and Amendment.

Consent Calendar Continued....

Project Delivery (Cont.)

7. Declaration of Surplus Parcels for the Interstate 15 (I-15)/Interstate 215 (I-215) Interchange (Devore) Reconstruction Project Pg. 77

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

Approve determination that APN 0348-132-17, APN 0349-152-18 and 19, APN 0349-152-11, APN 0349-152-13, and 0349-111-18 are surplus parcels for the I-15/I-215 Devore Reconstruction Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels once necessary code compliance conditions are met. **Garry Cohoe**

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. SANBAG General Counsel and Contract Administrator have reviewed this agenda item.

8. State Route 60 (SR-60) Central Avenue Interchange Improvement Project Pg. 80

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

1. Approve Cooperative Agreement No. R14050 with the City of Chino for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR-60 Central Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$20,591,000. The CITY's portion is \$12,493,964 and includes \$938,000 for SANBAG's Project Management. The Public's Share is \$8,097,036.

2. Waive the five-year contract term limitation set forth in Policy 11000 for Cooperative Agreement R14050.

3. Authorize the release of Request for Proposals (RFP) No. 14045 for the preparation of Project Study Report/Project Report and Environmental Document (PSR/PR&ED), and Plans, Specifications and Estimate (PS&E) for the SR-60 Central Avenue Interchange Improvement Project. **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 December 12, 2013. SANBAG General Counsel and Contract Administrator have approved this item and the contracts.

Consent Calendar Continued....

Transportation Fund Administration

9. **State Route 60 (SR-60) Archibald Avenue Interchange** Pg. 118
Memorandum of Understanding

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

Approve Memorandum of Understanding No. C14137 with the City of Ontario for the development of the State Route 60 Archibald Avenue Interchange project. **Andrea Zureick**

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the MOU as to form.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Administrative Matters

11. **Election of Officers** Pg. 127

1. Approve the Nominating Committee's recommendation to elect Mayor L. Dennis Michael, City of Rancho Cucamonga, to the office of President.

2. Approve the Nominating Committee's recommendation to elect Mayor Pro Tem Ryan McEachron, City of Victorville, to the office of Vice President. **President Bill Jahn**

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

Council of Governments

12. **Report on the Results of the Give BIG San Bernardino County** Pg. 134
Campaign

Receive and file the report. **Duane Baker**

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

Discussion Items Continued....

Administrative Matters

13. **Resolution of Intention to Modify the Home Energy and Renovation Opportunity (HERO) Program Report to Add the City of Barstow and to Set a Public Hearing on the Matter** Pg. 135

1. Adopt Resolution No. 14-026 that declares SANBAG's intention to modify the SANBAG HERO Program Report so as to expand the program area within which contractual assessments may be offered.

2. Set a public hearing for Wednesday, July 2, 2014 at 10:00 a.m. at the regularly scheduled Board of Directors meeting to consider the proposed modifications to the HERO Program Report and the expansion of the program area and to take public testimony.
Duane Baker

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

14. **Announcement of Vacancies and Appointments on Regional Committees** Pg. 139

1. Note the Presidential appointment of Hesperia Mayor Pro Tem Eric Schmidt to the Southern California Association of Governments (SCAG) Energy and Environment Committee.

2. Note the following vacancies and request Board Members to express their interest in serving for the following:

- SANBAG Commuter Rail and Transit Committee
- Metro Gold Line Phase II JPA – Alternate Member
- SCAG Transportation Committee **Duane Baker**

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

15. **SANBAG 2014/2015 Proposed Budget** Pg. 141

1. Conduct the Public Hearing for the proposed Fiscal Year 2014/2015 budget; and

2. Adopt the SANBAG Fiscal Year 2014/2015 budget.
William Stawarski

This item was previously presented at the Directors Budget Workshop held after the Board meeting on May 7, 2014. All four (4) of the SANBAG policy committees have reviewed task descriptions and budgets for activities under their purview during the past month.

Discussion Items Continued.....

Administrative Matters (Cont.)

16. Appropriations Limitation for Fiscal Year 2014/2015 Pg. 143

Adopt Resolution 14-023 to establish an appropriations limit at \$1,008,653,950. William Stawarski

This item is presented directly to the Board of Directors meeting on June 4, 2014, in conjunction with the adoption of the Fiscal Year 2014/2015 budget.

Project Delivery

17. Construction Contract No. C14162 for Interstate 15 (I-15) Base Line Road Interchange Project Pg. 146

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

1. Award Construction Contract No. C14162 based on the competitive low bid process for the I-15/Base Line Road Interchange Project To Flatiron West, Inc. in an amount of \$26,907,000.

2. Approve Allowances/Contingency for Contract No. C14162 on the I-15/Base Line Road Interchange Project in the amount of \$2,235,012.00. Garry Cohoe

At the April 4, 2014 Board meeting, approval was given to take award of Contract No. C14162 directly to the Board without prior Policy Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item.

Transit/Commuter Rail

18. Schedule a public hearing to consider adoption of Rail Property fees and charges by Resolution No. 14022 Pg. 187

That the Board acting as the San Bernardino County Transportation Commission schedule a public hearing to consider adoption of Rail Property fees and charges by Resolution No. 14022 at 10:30 a.m. on July 2, 2014. Mitch Alderman

This item has not received prior policy committee or technical advisory committee review. SANBAG General Counsel has reviewed and approved this item.

Discussion Items Continued.....

Transit/Rail (Cont.)

19. Financial Commitment to the Southern California Regional Rail Authority for Fiscal Year 2014/2015 Pg. 189

That the Board of Directors:

1. Approve Fiscal Year 2014/2015 operating assistance allocation of \$11,804,830 in Valley Local Transportation Funds to the Southern California Regional Rail Authority. This is an increase of 3% from the Fiscal Year 2013/2014 operating allocation.

2. Provide direction to the Southern California Regional Rail Authority staff that budget cuts required as a result of Recommendation #1 above, shall not come at the expense of reduced service.

3. Approve Fiscal Year 2014/2015 capital assistance allocation of \$5,232,400 in Federal Transit Administration 5337 funds with local match to be funded from Toll Credits.

4. Approve Fiscal Year 2014/2015 Rotem car reimbursement of \$1,000,000 in Federal Transportation Administration 5337 funds and \$1,391,782 in Federal Transportation Administration 5309 fixed guide-ways to the Southern California Regional Rail Authority for costs associated with the purchase of Rotem cars originally funded by Orange County Transportation Authority, per the reimbursement plan approved by the Board of Directors on July 10, 2013.
Mitch Alderman

This item was reviewed and recommended for approval with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. Recommendations #1 and #2 were reviewed and recommended for approval (12-4-1; Opposed: McCallon, Rigsby, Eaton and Aguilar; Abstained: Rutherford). Recommendations #3 and #4 were reviewed and unanimously recommended for approval.

Transportation Fund Administration

20. SANBAG Funding Principles and Policies Pg. 229

Receive presentation on SANBAG Funding Principles and Policies.
Andrea Zureick

This item has not been reviewed by any policy committee or technical advisory committee.

Discussion Items Continued.....

Transportation Fund Administration (Cont.)

21. Interstate 10/Tippecanoe Avenue Interchange Funding Cooperative Agreement Pg. 242

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

1. Approve reclassifying the Interregional Improvement Program, Corridor Mobility Improvement Account, and Surface Transportation Program funds used on this project as Buy-down funds; and

2. Approve Amendment No. 1 to Contract No. R10200 with the City of Loma Linda, the City of San Bernardino and the Inland Valley Development Agency for the Interstate 10/Tippecanoe Avenue Interchange Project for the Right-of-Way and Construction Phases amending the contract as follows:

a. Remove the expiration date of June 28, 2014, and extend the term to coincide with the completion of the project;

b. Revise the contract value from \$70,508,000 to \$71,074,279 to reflect the current engineer's estimate for Phase 2 construction and current cost estimates for completion of right-of way and Phase 1 construction;

c. Revise the amount of Buy-down funds from \$33,684,000 to \$46,452,370, causing SANBAG's Public Share contribution to decrease by \$7,978,271 and the collective reimbursement amount from the Developer Share to decrease by \$4,222,819; and

d. Increase the Measure I commitment to the Public Share contribution for the project from \$2,974,000, as shown in the 2014 Update to the Ten-Year Delivery Plan, to \$6,103,733.
Andrea Zureick

This item has not been reviewed by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and the amendment as to form.

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. 254

Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee Pg. 257

Mayor Larry McCallon

SCAG Committees Pg. 259

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

SANBAG Policy Committees Pg. 260

Acronym List Pg. 266

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**

Attendance.

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

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The "aye" votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member's "nay" vote or abstention. Members present who do not individually and orally state their "nay" vote or abstention shall be deemed, and reported to the public, to have voted "aye" on the motion.

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

General Practices for Conducting Meetings of the Board of Directors and Policy Committees

The Chair.

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

Courtesy and Decorum.

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



Important Dates to Remember...

June 2014

SANBAG Meetings – Scheduled:			
General Policy Committee	June 11	9:00 am	The Super Chief
Metro Valley Board Study Session	June 12	9:00 am	SANBAG Lobby, 1 st floor
Commuter Rail/Transit Committee	June 12	10:00 am	SANBAG Lobby, 1 st floor
Mountain/Desert Committee	June 20	9:30 am	Town of Apple Valley

Other Meetings/Events:			
4 th Annual SANBAG General Assembly	June 12	5:30-8:30 pm	Citizens Business Bank Arena, Ontario, CA
Redlands Passenger Rail Project Public Meeting	TBD	4:30-7:00 pm	San Bernardino Hilton, 285 E. Hospitality Lane, San Bernardino, CA
Redlands Passenger Rail Project Public Meeting	TBD	4:30-7:00 pm	Esri Café, 380 New York Street, Redlands, CA

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



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

Minute Action

AGENDA ITEM: 1

Date: June 4, 2014

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 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. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
6	C12214-01	Civil Works Engineers, Inc. <i>Marie Marston</i>	Arellano & Associates Corridor Analysis Group Delta IBI Group ICF Jones & Stokes PQM Tatsumi & Associates VA Consulting

*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"/>
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Check all that apply.
BRD1406z-aa

17	C14162	Flatiron West, Inc. <i>Christian Peich</i>	Griffith Company All American Asphalt Malcolm Drilling Integrity Rebar Placers Southwest V-Ditch, Inc. Coral Construction, D.C. Hubbs Construction Payco Specialties, Inc. Elecnor Belco Electric L. Johnson Construction Advanced Concrete Sawing & Sealing Old Castle Precast, Inc.
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Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2014

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X		X	X							
James Ramos Board of Supervisors	X	X			X							
Janice Rutherford Board of Supervisors	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							
Cari Thomas City of Adelanto	X	X	X	X	X							
Curt Emick Town of Apple Valley	X	X	X	X	X							
Julie McIntyre City of Barstow	X	X	X	X	X							
Bill Jahn City of Big Bear Lake	X	X	X	X	X							
Dennis Yates City of Chino	X	X	X	X	X							
Ed Graham City of Chino Hills	X	X	X	X	X							
Frank Navarro City of Colton	X	X	X	X	X							
Michael Tahan City of Fontana	*	X	X	X	X							
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X							
Mike Leonard City of Hesperia	X	X		*	X							
Larry McCallon City of Highland	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 – 2014

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X							
Paul Eaton City of Montclair	X	X	X	X	X							
Edward Paget City of Needles	X	X	X	X	X							
Alan Wapner City of Ontario	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							
Deborah Robertson City of Rialto	X	X	X	X	X							
Patrick Morris City of San Bernardino	X	X	X	X	X							
R. Carey Davis City of San Bernardino	X	X	X	X	X							
Jim Harris City of Twentynine Palms	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							
Dick Riddell City of Yucaipa	X	X	X	X	X							
George Huntington Town of Yucca Valley	X	X	X	X	X							
Basem Muallem Ex-Official Member		X	X	Christy Conners	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
Gary Ovitt Board of Supervisors	X	X		X	X	X	X		X	X		X
James Ramos Board of Supervisors	X	X			X		X		X	X	X	X
Janice Rutherford Board of Supervisors	X	X		X	X	X	X		X	X	X	
Josie Gonzales Board of Supervisors		X		X	X	X	X		X	X	X	X
Robert A. Lovingood Board of Supervisors	X	X		X	X	X	X		X		X	X
Cari Thomas City of Adelanto		X	X	X	X	X	X		X	X	X	X
Curt Emick Town of Apple Valley	X	X	X	*	X	X	X		X	X	X	X
Julie McIntyre City of Barstow		X	X		X	X			X	X	X	
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X	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
Frank Navarro City of Colton	X	X	X	X	X	X	X		X	X	X	X
Michael Tahan City of Fontana	X	X	X	X	X	X	X		*	X	X	X
Walt Stanckiewicz City of Grand Terrace	X	X	X	X	X	X	X		X	X	X	X
Mike Leonard City of Hesperia	X	X		X		X	X			X	X	X
Larry McCallon City of Highland	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 – 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		X	X	X	X
Paul Eaton City of Montclair	X		X		X	X	X		X		X	X
Edward Paget City of Needles	X	X	X	X	X	X	X		X	X	X	X
Alan Wapner City of Ontario	X	X	X	*	X	X	X		X	X	X	X
L. Dennis Michael City of Rancho Cucamonga		X	X	*	X	X	*		X	X	X	*
Pete Aguilar City of Redlands	X	X	X	X	X	X	X		X	X	X	X
Deborah Robertson City of Rialto	X	X	X	X	X	X	X		X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X	X	X		X	X	X	X
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	*
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
George Huntington Town of Yucca Valley	X	X	*	X	X	X	X		X	X	X	X
Basem Muallem Ex-Official Member	Robert So	Syed Raza	X	Syed Raza	Syed Raza	X	Jesus Galvan		Christy Connors	X	X	X

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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: June 4, 2014
Subject: April 2014 Procurement Report
Recommendation:* Receive April 2014 Procurement Report

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on 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

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.
 BRD1406a-wws
 Attachments:
<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1406/AgendaItems/BRD1406a1-wws.docx>
<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1406/AgendaItems/BRD1406a2-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 April 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 2013/2014 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy (Policy No. 11000).

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

Responsible Staff: William Stawarski, Chief Financial Officer

Attachment A

March/April Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
C14113	Development of a Countywide Habitat Preservation/Conservation Framework	Dubek	\$71,510.00	To build on the previous regional habitat conservation/preservation efforts by structuring a more comprehensive countywide framework going forward. The objective is to structure this comprehensive approach in a way that is a "win-win" for the health of the environment, the economy, and the citizens of San Bernardino County.
C14125	To review existing job classifications, determine the total compensation competitiveness of the positions with the labor market, and align internal compensation based on differences in duties and responsibilities. Will also evaluate the major components of the benefit program and provide recommendations on reporting relationships and organizational structure as requested by staff.	Koff & Associates	\$34,940.00	To review existing job classifications, determine the total compensation competitiveness of the positions with the labor market, and align internal compensation based on differences in duties and responsibilities. Will also evaluate the major components of the benefit program and provide recommendations on reporting relationships and organizational structure as requested by staff.

C14140	Call Box cost recovery services	Paladin Investigative Services	\$95,000.00	Call Box cost recovery services relating from losses sustained during incidents
R14145*	Program Supplement Agreement for Downtown San Bernardino Passenger Rail – First Mile (SLPP Funds)	Caltrans	\$10,921,000.00	Program Supplement Agreement for Downtown San Bernardino Passenger Rail – First Mile (SLPP Funds). Project will extend the Metrolink commuter service into downtown San Bernardino providing an alternative mode of transportation for individuals reliant passenger vehicles and long commutes to Riverside and LA Counties.

*The Executive Director was authorized to execute Program Supplements associated with the Master Agreement between Caltrans and SANBAG on October 2, 2013. There are no dollar limits associated to the Executive Director's authorization for these Program Supplements.

Attachment A

March/April Contract Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C11081 Amendment 2	Extend the expiration date to December 31, 2014 with no changes in scope or price. Project: I-15 Corridor PSR-PDS and preliminary Engineering for Toll Feasibility studies.	Parsons Brinckerhoff	Original: \$863,000.00 Amend. 1: \$0.00	\$0.00	\$863,000.00
C13021 Amendment 3	Minor increase to incorporate Final changes to the EIR including: 1) formatting tables, figures, and reformatting the Final Environmental Impact Report to accommodate changes made by ICF Jones and Stokes in calculating greenhouse gas reductions associated with water efficiencies; 2) writing additional text within two sections of Chapter 4 of the EIR; 3) reviewing and checking the tables, figures, and text changes; and 4) coordination between ICF, SANBAG and Atkins to provide the documents ready for publication. Project: Production of the draft EIR.	Atkins North America	Original: \$220,803.35 Amend. 1: \$0.00 Amend. 2: \$1,840.00	\$5,520.00	\$228,163.35

Attachment A
March/April Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
	None				

Attachment A

March/April Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001131	03/26/2014	Inland Empire Resource Conservation District	According to cooperative agreement C09177 between Caltrans and SANBAG, SANBAG agreed to pay for permit costs required from regulatory agencies. Purchase Order is for the acquisition of replacement mitigation property for impacts resulting from the I-215 Bi-County Project to the Santa Ana River.	\$85,000.00
4001133	03/31/2014	CBS Radio Inc.	CBS Radio provides the demographic and geographic reach necessary to announce traffic diversion needed for closures along I-215 for the 215 Bi-County Project.	\$8,600.00
<i>*Note: Sole Source justification is noted in the Purpose statement, if applicable.</i>				Total
				\$93,600.00

Attachment A
March/April Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
4001071 / Amendment 1	Increase services from Consultant to provide technical support, data analysis, and other assistance for the freeway service patrol program, as needed. Consultant also created and maintains the software and server for FSP program data.	Arroyo, Bernard	\$0	\$20,867.60	\$23,000.00
4001107 / Amendment 1	Purchase order is for utility relocation and new services for the Downtown San Bernardino Passenger Rail and San Bernardino Transit Center projects. The amendment is due to an increase of the Income Tax Credit Contribution Rate on December 31, 2013.	Southern California Edison (SCE)	\$0	\$13,238.52	\$50,000.00

Attachment B

March/April RFPs and IFBs

Release of RFP's and IFB's

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



- 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: June 4, 2014

Subject: Draft Jurisdiction-level Growth Forecasts for the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Recommendation:* Receive information on draft jurisdiction-level growth forecasts for the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy.

Background: Shortly following the adoption of the 2012-2035 RTP/SCS, the Southern California Association of Governments (SCAG) initiated their growth forecast effort for the 2016-2040 RTP/SCS. The new RTP/SCS includes a 2012 base year and a 2040 forecast year, plus intermediate years (2020 and 2035).

SANBAG and SCAG staff have been holding growth forecast meetings with individual jurisdictions since November 2013 and have received a substantial amount of input. The attached Table 1 of the latest city-level household and employment growth forecasts was discussed with the Planning and Development Technical Forum members (local planning/community development directors) on April 23, 2014 and the City/County Managers Technical Advisory Committee on May 1, 2014.

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.

Additional adjustments may be made through early May, so that each jurisdiction can provide written approval of its own city totals to SCAG by May 31, 2014. SCAG has indicated that additional adjustments of the forecasts may be required following the May submittals as part of the development of the SCS, but these adjustments will be made in collaboration with SANBAG and local jurisdictions. These forecasts have implications for many facets of countywide and city-level planning, including land use, transportation, water, infrastructure, and education.

Table 1 provides a summary of the current status of the jurisdiction-level growth forecasts. The left side of the table shows the original draft SCAG city-level estimates released in October 2013. Population, household, and employment variables are presented for the 2012 base year and 2040 forecast year. The strategy is to settle on the 2040 forecasts first and then prepare intermediate-year forecasts for 2020 and 2035. An annualized, compounded growth rate is presented for each city and variable to provide a sense of how the rate of growth varies by jurisdiction. The 2012 city-level employment numbers were recently updated by SCAG and may be slightly different from the 2012 employment previously provided, but are virtually the same at the county level.

Overall, the original SCAG forecast resulted in a 1.08% annualized growth rate for population in San Bernardino County, 1.27% for households (essentially occupied dwelling units), and 1.86% for employment. The household growth rate is anticipated to be higher than the population growth rate because household size is projected by SCAG to decrease over time. The employment growth rate is much more aggressive than what was used for the 2012-2035 RTP/SCS (1.54%). SCAG has explained that this was due, in part, to the County “catching up” from the high unemployment rate that existed in 2012 (versus in 2008) to a 2040 unemployment rate that is closer to the historical average. That said, this is still a significant difference from the prior 2012-2035 RTP/SCS cycle.

The right side of the table shows the revised draft city-level estimates based on input from local jurisdictions. SANBAG requested that the input be split into single-family and multi-family households and into retail and non-retail employment, as these are more detailed inputs needed for SANBAG’s transportation modeling activities. The adjusted annualized growth rates are shown by jurisdiction, along with the change from the original SCAG estimates. At a county level, both the households and

employment were reduced: households from 1.27% growth per year (SCAG) to 1.17% (local input) and employment from 1.86% (SCAG) to 1.60% (local input). Part of the reason for the reductions is that the growth rates seemed unusually high compared with historical averages and/or the jurisdiction could not identify physical locations for the growth to be added through their General Plan build-out, even considering redevelopment policies and plans. Although there is a possibility that jurisdictions could submit forecasts that vary from these numbers, changes would likely be minor at this point.

Jurisdictions must approve either SCAG's original set of growth forecasts or an alternate set based on local input by May 31, 2014. Each jurisdiction has its own approval process and designates the individual authorized to approve the forecasts for SCAG's purposes. SANBAG's role is to coordinate these forecasts at the county-level so that the jurisdiction-level and county-level forecasts are reasonable and perceived to be feasible. Initial indications from SCAG staff are that they should be able to accommodate these changes even though this would mean a change in the countywide control total. SCAG normally prefers to maintain the county totals and to work out the balance through increases in growth estimates from one jurisdiction balanced by reductions in others. In this case, it has been clear that there was substantially more forecast growth to "donate" than there were jurisdictions to absorb it, particularly for employment. Even after the local downward adjustments to the employment forecast, the annualized employment growth rate is higher than the countywide growth rate in the 2012-2035 RTP/SCS.

Additional coordination has been required on the forecasts for the City of Big Bear Lake. Big Bear Lake is unique in that the full-time population and associated employment is small (about 5000 and 3800 respectively), but the population and employment increase substantially in the peak season, particularly on weekends. SCAG 2012 base year demographic data are generally based on mid-year statistics for a typical weekday. They do not account for heavy seasonal or weekend influences in areas such as Big Bear Lake. The Coachella Valley in Riverside County has similar issues.

As a result of discussions with SCAG and the City, SANBAG proposed that two sets of data be included for Big Bear Lake in the RTP/SCS, one representing the normal mid-year weekday data (off-peak for Big Bear

Lake) and a second table representing a peak season weekday. Estimates of visitors are included. (See Tables 2A and 2B)

An estimate of 60,000 peak season visitors has been used, based on information provided by the Big Bear Lake planning department. Forecasts to 2040 are provided for both peak season and off-peak season.

The concept of the two sets of numbers is that SCAG would use the off-peak table (2A) in their standard growth forecast numbers being used for San Bernardino County and the Region, but that Table 2B would be used when dealing with peak season analyses. It is anticipated that a similar set of tables would be prepared for the remainder of the Mountain Subarea, but these peak-season data still need to be worked out with County staff. The County does not need to approve growth forecasts at a subarea level (only the county level), but the subarea needs to be looked at carefully for planning purposes. These discussions will be undertaken in the next several weeks.

Table 2. Draft Peak and Off-Peak Season Demographic Data for the City of Big Bear Lake

A. City of Big Bear Lake Demographic Data - Off-Peak Weekday					Annualized % Increases from 2012		
	2012	2020	2035	2040	2020	2035	2040
Population	5,095	5,600	6,650	7,000	1.19%	1.16%	1.14%
Households	2,198	2,400	2,850	3,000	1.11%	1.14%	1.12%
Employment	4,215	4,739	5,647	5,775	1.48%	1.28%	1.13%
Visitors	10,000	11,458	13,411	14,063	1.72%	1.28%	1.23%

B. City of Big Bear Lake Demographic Data - Peak Season Weekday					Annualized % Increases from 2012		
	2012	2020	2035	2040	2020	2035	2040
Population	5,095	5,600	6,650	7,000	1.19%	1.16%	1.14%
Households	2,198	2,400	2,850	3,000	1.11%	1.14%	1.12%
Employment	5,840	6,400	7,150	7,400	1.15%	0.88%	0.85%
Visitors	60,000	65,753	73,459	76,027	1.15%	0.88%	0.85%

*Visitors would generally include hotel guests and other temporary residents not counted in census tabulations.

In addition to the above, SCAG, SANBAG, and Big Bear Lake staff discussed the relationship of these numbers to transportation modeling and analysis needs. Neither the SCAG Regional Model nor SANBAG's SBTAM model (San Bernardino County Transportation Analysis Model) is capable of analyzing unique situations with heavy tourism such as Big Bear. Some observations from the recent discussions include:

1. There is a need for enhanced analytical tools to capture Big Bear's unique travel patterns and needs.
2. The San Bernardino Mountain (SBM) Model was developed in the mid-1990s and updated in the early 2000s. It may provide a good example of a possible modeling approach, as it addressed the peak roadway demands on Fridays and Sundays, for both summer and winter seasons. Some elements of the modeling approach used for the Big Bear Modal Alternatives Analysis (2011) may also apply.
3. All relevant parties need to be involved to find a solution (Caltrans, SANBAG, County, Big Bear, and SCAG). Visitation levels affect all mountain communities and mountain infrastructure.
4. Good data is the key to analyzing growth in the mountain subarea. Big Bear Lake will need to continue working with SANBAG and SCAG to better quantify visitors and related activities.
5. SCAG has committed to put together a short statement of need and possible analytical approach. The City will need to be the lead on assembling the data, particularly seasonal and weekend visitation levels.

Financial Impact: This item has no impact on the current Fiscal Year 2013/2014 budget. All staff activity associated with this item is consistent with Task No. 0110 Regional Planning.

Reviewed By: This item was reviewed at the Board of Directors Metro Valley Study Session on May 15, 2014. The information in this item was presented to the Planning and Development Technical Forum (local planning/community development directors) on April 23, 2014, and to the City/County Managers Technical Advisory Committee on May 1, 2014.

Responsible Staff: Steve Smith, Director of Planning

TABLE 1 - COMPARISON OF CITY-LEVEL GROWTH FORECASTS FOR THE SCAG 2016-2040 RTP/SCS - ORIGINAL SCAG DATA vs. LOCAL INPUT
As of May 21, 2014

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
Jurisdiction	Original Draft SCAG City-Level Estimates									Revised Draft City-Level Estimates with Local Input															
	Population			Households			Employment			Growth (2012-2040)			Total			Annual Growth Rate ('12 vs '40)		Growth (2012-2040)			Total			Annual Growth Rate ('12 vs '40)	
	2012	2040	Annual Growth Rate	2012	2040	Annual Growth Rate	2012	2040	Annual Growth Rate	SF	MF	Total	2020	2035	2040	%	Change From SCAG	Retail	Non-Retail	Total	2020	2035	2040	%	Change From SCAG
	Adelanto	31,146	80,390	3.44%	7,923	21,080	3.56%	3,885	11,500	3.95%	8,105	2,092	10,197	10,052	16,019	18,120	3.00%	-0.56%	886	2,982	3,868	5,213	7,545	7,753	2.50%
Apple Valley	70,162	113,150	1.72%	23,706	39,410	1.83%	15,417	30,570	2.47%	7,252	3,828	11,080	26,524	32,987	34,786	1.38%	-0.45%	8,596	3,551	12,147	19,588	26,530	27,564	2.10%	-0.38%
Barstow	23,070	33,940	1.39%	8,150	12,430	1.52%	8,135	12,860	1.65%	3,235	1,499	4,735	9,876	12,287	12,885	1.65%	0.13%	2,339	6,311	8,650	11,073	16,053	16,785	2.62%	0.97%
Big Bear Lake	5,095	6,520	0.88%	2,198	2,820	0.89%	3,840	5,060	0.99%	640	162	802	2,549	2,936	3,000	1.12%	0.22%	442	1,118	1,560	4,364	5,272	5,400	1.23%	0.23%
Chino	79,447	108,930	1.13%	20,997	30,130	1.30%	42,580	66,190	1.59%	6,974	5,979	12,953	24,462	32,234	33,950	1.73%	0.43%	3,811	4,177	7,988	45,493	49,989	50,568	0.62%	-0.97%
Chino Hills	75,765	88,600	0.56%	22,999	29,610	0.91%	11,471	18,580	1.74%	4,447	2,164	6,611	23,520	28,470	29,610	0.91%	0.00%	2,217	4,892	7,109	13,920	17,940	18,580	1.74%	0.00%
Colton	52,769	69,070	0.97%	14,993	20,810	1.18%	16,826	29,200	1.99%	2,329	3,488	5,817	17,570	20,370	20,810	1.18%	0.00%	2,026	10,348	12,374	21,140	28,100	29,200	1.99%	0.00%
Fontana	200,228	283,880	1.25%	49,646	74,870	1.48%	47,011	83,760	2.08%	10,599	13,789	24,388	53,537	70,041	74,034	1.44%	-0.04%	10,552	13,252	23,804	55,373	68,917	70,815	1.47%	-0.61%
Grand Terrace	12,201	13,340	0.32%	4,417	5,360	0.69%	2,153	3,690	1.94%	443	856	1,299	4,821	5,592	5,716	0.92%	0.23%	1,108	2,080	3,188	3,288	5,051	5,341	3.30%	1.36%
Hesperia	91,122	136,510	1.45%	26,436	41,440	1.62%	14,909	29,360	2.45%	11,740	881	12,621	30,427	37,593	39,057	1.40%	-0.21%	5,344	8,090	13,434	19,651	27,293	28,343	2.32%	-0.13%
Highland	53,740	67,090	0.80%	15,497	20,700	1.04%	5,532	10,500	2.32%	4,209	925	5,134	17,325	20,217	20,631	1.03%	-0.01%	1,734	2,939	4,674	7,205	9,829	10,206	2.21%	-0.10%
Loma Linda	23,409	31,310	1.04%	8,763	12,680	1.33%	16,665	31,900	2.35%	1,386	1,623	3,009	9,905	11,495	11,772	1.06%	-0.27%	1,047	3,435	4,482	18,161	20,662	21,147	0.85%	-1.49%
Montclair	37,199	43,230	0.54%	9,564	11,700	0.72%	16,523	24,550	1.42%	129	1,868	1,997	10,205	11,411	11,561	0.68%	-0.04%	803	1,691	2,494	17,411	18,790	19,017	0.50%	-0.92%
Needles	4,898	7,030	1.30%	1,920	2,820	1.38%	2,235	3,790	1.90%	458	442	900	2,300	2,720	2,820	1.38%	0.00%	295	1,260	1,555	2,750	3,640	3,790	1.90%	0.00%
Ontario	166,328	289,490	2.00%	45,112	84,030	2.25%	103,312	166,280	1.71%	7,343	22,112	29,455	58,257	71,585	74,567	1.81%	-0.44%	5,426	66,651	72,077	129,305	170,570	175,389	1.91%	0.19%
Rancho Cucamonga	170,105	180,630	0.21%	55,362	63,990	0.52%	69,901	104,620	1.45%	7,307	11,420	18,727	57,897	71,202	74,089	1.05%	0.53%	6,188	28,531	34,719	82,340	101,760	104,620	1.45%	0.00%
Redlands	69,586	85,540	0.74%	24,821	32,430	0.96%	31,732	53,400	1.88%	4,905	2,704	7,609	27,320	31,600	32,430	0.96%	0.00%	4,235	17,433	21,668	39,240	51,310	53,400	1.88%	0.00%
Rialto	100,836	122,010	0.68%	25,365	34,510	1.11%	21,076	36,080	1.94%	3,037	3,108	6,145	27,982	31,040	31,510	0.78%	-0.33%	2,097	7,356	9,453	24,430	29,767	30,529	1.33%	-0.61%
San Bernardino (City)	211,943	257,410	0.70%	59,321	77,110	0.94%	88,576	145,170	1.78%	11,336	6,453	17,789	68,900	76,610	77,110	0.94%	0.00%	10,102	29,946	40,048	102,151	124,902	128,624	1.34%	-0.44%
Twentynine Palms	25,876	43,760	1.89%	8,341	14,510	2.00%	4,336	8,510	2.44%	2,859	247	3,106	9,035	10,893	11,447	1.14%	-0.86%	724	3,450	4,174	5,760	8,130	8,510	2.44%	0.00%
Upland	74,661	88,860	0.62%	25,882	31,590	0.71%	31,684	51,790	1.77%	1,136	1,890	3,026	27,159	28,786	28,908	0.40%	-0.32%	3,736	8,051	11,787	35,897	42,345	43,471	1.14%	-0.63%
Victorville	119,596	209,370	2.02%	33,079	63,700	2.37%	29,794	55,700	2.26%	16,109	6,260	22,369	37,718	51,416	55,448	1.86%	-0.51%	4,659	18,247	22,906	37,633	50,923	52,700	2.06%	-0.20%
Yucaipa	52,271	64,250	0.74%	18,365	25,040	1.11%	8,160	15,020	2.20%	3,903	2,364	6,267	19,740	23,759	24,632	1.05%	-0.06%	1,776	5,068	6,844	10,614	14,415	15,004	2.20%	0.00%
Yucca Valley	20,952	26,330	0.82%	8,289	12,160	1.38%	6,053	10,030	1.82%	2,978	893	3,870	9,370	11,620	12,159	1.38%	0.00%	638	3,339	3,977	7,450	9,670	10,030	1.82%	0.00%
Unincorporated County	295,588	340,360	0.50%	94,243	110,080	0.56%	57,357	96,870	1.89%	12,884	3,144	16,028	99,148	109,512	110,271	0.56%	0.01%	5,241	28,521	33,762	69,621	88,291	91,119	1.67%	-0.22%
Total	2,067,993	2,791,000	1.08%	615,389	875,010	1.27%	659,163	1,104,980	1.86%	135,743	100,190	235,934	685,599	822,395	851,323	1.17%	-0.10%	86,024	282,718	368,742	789,071	997,693	1,027,905	1.60%	-0.26%

Summary Stats - County and Regional Draft SCAG Estimate

	2012	2040 SCAG	2040 L.I.
Pop/HH County	3.36	3.19	3.19
Emp/HH County	1.07	1.26	1.21
Pop/HH Region	3.12	2.99	
Emp/HH Region	1.27	1.32	

Column Legend:

- A: SCAG draft 2012 city-level population estimate
- B: SCAG draft 2040 city-level population estimate
- C: Annual population growth rate from 2012 (Col A) to 2040 (Col B)
- D: SCAG draft 2012 city-level HH estimate
- E: SCAG draft 2040 city-level HH estimate
- F: Annual HH growth rate from 2012 (Col D) to 2040 (Col E)
- G: Original (Oct 2013) SCAG draft 2012 city-level employment estimate
- H: Original (Oct 2013) SCAG draft 2040 city-level employment estimate
- I: Annual employment growth rate from 2012 (Col G) to 2040 (Col H)
- J: Local input growth in single family HH from 2012 to 2040
- K: Local input growth in multi family HH from 2012 to 2040
- L: Local input growth in total HH from 2012 to 2040 (Col J + Col K)
- M: Revised 2020 total HH after consideration of local input (using SCAG original growth rate for 2012 to 2020)
- N: Revised 2035 total HH after consideration of local input (using SCAG original growth rate for 2012 to 2035)
- O: Revised 2040 total HH after consideration of local input
- P: Annual HH growth rate after local input from 2012 (Col D) to 2040 (Col O)
- Q: Annual HH growth rate change from SCAG draft annual growth rate (Col P - Col F)
- R: Local input growth in retail employment from 2012 to 2040
- S: Local input growth in non-retail employment from 2012 to 2040
- T: Local input growth in total employment from 2012 to 2040 (Col R + Col S)
- U: Revised 2020 total employment after consideration of local input (using SCAG original growth rate for 2012 to 2020)
- V: Revised 2035 total employment after consideration of local input (using SCAG original growth rate for 2012 to 2035)
- W: Revised 2040 total employment after consideration of local input
- X: Annual employment growth rate after local input from 2012 (Col G) to 2040 (Col W)
- Y: Annual employment growth rate change from SCAG draft annual growth rate (Col X - Col I)



- 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: June 4, 2014

Subject: On Call Environmental Request for Proposals

Recommendation:* That the Board, acting in its capacity as the San Bernardino Transportation Authority:

Authorize and approve release of Request for Proposal (RFP) 14144 for On-Call Environmental Services for the support of the Major Projects Program.

Background: This action will lead to a new consultant contract. In January 2009, the Board of Directors awarded a \$1.3M three-year on-call environmental contract to fulfill the need for professional environmental oversight services and for specialized professional services for the various projects within the Major Projects Program. This contract was subsequently amended twice to increase the contract value to a total of \$3.7M and to extend the contract time to the end of January 2014. More recently, it was amended to extend the duration through January 2015 at no additional cost.

Since the inception of the environmental on-call contract, many necessary services have been completed to assist in the timely delivery of SANBAG's major projects. These services include peer review of environmental documents to ensure completeness, proactively identifying potential environmental risks early in a project's schedule, early integration of environmental constraints into the project's design, developing mitigation strategies prior to entering into negotiations with the resource agencies, coordination with the resource agencies,

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

BRD1406a-pb

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C14144_%20Att%20A_%20Scope%20of%20Work.docx

paleontological and biological monitoring, and environmental permitting. The environmental services span from the conceptual phase of a project through construction and may include post-construction regulatory permitting requirements for some projects.

SANBAG has benefitted enormously from the on-call environmental resource. The benefits have resulted in time and money savings, making delivery dates, receiving funding, and constructing projects in compliance with permits and other regulatory requirements. The peer review has effectively reduced the need for multiple Caltrans review iterations for various environmental documents, thereby saving time in the project schedule, saving SANBAG consultant resources, and optimizing the use of Caltrans' limited resources. In fact, the benefit of peer review of the environmental documents has been noted by Caltrans in high level management meetings where the District 8 Deputy of Environmental Services has noted the added quality to SANBAG's environmental technical studies. For some of SANBAG's projects the schedules have been accelerated and/or maintained to gain funding or eliminate the risk of losing funds. For example, SANBAG's I-215 Segments 1 and 2 required an accelerated environmental clearance for changes to the utility layout. The clearance needed to be accelerated to meet the requirements of the Federal American Recovery and Reinvestment Act (ARRA) program. Caltrans informed us that they did not have the resources to complete environmental tasks. Through the use of the on-call environmental contract the work was performed quickly such that we were able to achieve the environmental clearance for the utilities, which allowed for the right-of-way certification of the project and the award of \$128 million of ARRA funds. Additionally, the environmental on-call contract assisted in our success in delivering the Trade Corridor Improvement Fund (TCIF) and Corridor Mobility Improvement Account (CMIA) funded projects, which had scheduling constraints. All these projects have been completed or are under construction.

Through the use of the on-call environmental contract on two of our high profile projects, the Colton Crossing project and the Interstate 15/Interstate 215 (Devore Interchange) Improvement project were successfully delivered. The Colton Crossing achieved environmental clearance in a time frame that many said was not doable. The Devore Interchange obtained clearance in a timely manner allowing the project to receive some State Highway and Operation Program funds and to be selected for the pilot design-build program. Fast paced activities for the Devore project included peer review of environmental studies, negotiating with the United States Army Corps, the United States Department of Fish and Wildlife, and negotiating for mitigation property. This dedicated approach has successfully contributed to moving the Devore Interchange project into construction.

Numerous environmental tasks for the many projects in the Major Projects Program have been completed. In part the list of tasks completed includes:

- Oversight and peer review for environmental documents and studies, and Project Development Team (PDT) representation.
- Processing of jurisdictional water permits.
- Researching and negotiating for mitigation property.
- Review of Initial Site Assessment (ISA) and Hazardous Materials Disclosure documents.
- Review of cultural documents.
- Processing of regulatory permits.

The vigorous Major Projects Delivery Program continues to strive for effective project delivery in conjunction with the other stakeholders such as Caltrans, regulatory agencies, and the local agencies. To meet this need, it is estimated that the on-call environmental service needs for the next five years will be \$3 million. Tasks that yield a product, and are not oversight and peer review, will be assigned by task order. Staff is recommending that the Board of Directors approve the release of a Request for Proposal for On-Call Environmental Services.

Financial Impact: This item is consistent with the proposed Fiscal Year 2014/2015 budget under the various tasks included within the Major Projects Program.

Reviewed By: This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. SANBAG General Counsel has reviewed the agenda item and RFP.

Responsible Staff: Garry Cohoe, Director of Project Delivery

ATTACHMENT "A"

Scope of Work

OVERVIEW

The San Bernardino Associated Governments (SANBAG) will utilize the services of a consultant herein referred to as "CONSULTANT", to provide on-call environmental project management and technical and support services on an as-needed basis for a variety of projects in order to meet the environmental needs of SANBAG's Major Project Program.

Coordination of CONSULTANT will be accomplished through SANBAG's Project Manager or his designee.

The SANBAG Project Manager for this contract shall be:

Mr. Garry Cohoe
Director of Project Delivery

APPLICABLE STANDARDS

Deliverables and related material as requested for federal aid and on-system State Highway projects shall be prepared in accordance with current Department of Transportation (CALTRANS) regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements unless directed otherwise. Deliverables and related materials requested for all other agencies shall be consistent with the requirements of that agency in addition to federal, state, local agency requirements, regulations, policies, procedures, manuals, and standards.

All deliverables and supporting materials furnished under this Scope of Work shall be of a quality acceptable to SANBAG and/or other relevant agencies. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct and checked. The appearance, organization, methodology, and content of all deliverables and supporting materials shall be to applicable standards or as otherwise directed.

Qualifications of individuals performing services shall, at a minimum, meet the applicable qualifications noted in the CALTRANS Standard Environmental Reference.

Guidance for each activity or deliverable can be found at the CALTRANS Standard Environmental Reference and within the Work Breakdown Structure (WBS) Manual located at:

Standard Environmental Reference
<http://www.dot.ca.gov/ser/>

Workplan Standards Guide, 10.2 (Dec. 2012)
http://www.dot.ca.gov/hq/projmgmt/documents/wsg/WSG_10-2.pdf

Additional guidance, in part, is below:

- Preliminary Environmental Analysis Report Handbook
- Project Development Procedures Manual (PDPM),
- Traffic Noise Analysis Protocol and Technical Noise Supplement
- Highway Design Manual (HDM)
- Storm Water Project Planning and Design Guide (PPDG)
- Guidance Papers on Implementation of NEPA/404 MOU
- Project Planning and Design Guide (PPDG),
- Traffic Volume Data
- Technical Noise Supplement
- Traffic Noise Analysis Protocol
- Storm Water Pollution Protection Plan Guidelines for Environmental Planning
- Right of Way Manual - Reference Version, Chapter 10
- Surveys Manual

ON-CALL ENVIRONMENTAL SERVICES

The CONSULTANT services may include oversight of SANBAG consultants preparing environmental studies and reports for a specific highway improvement project, and it may include completing specific environmental tasks required for the development of highway projects. The services of the consultant will vary depending on when they are providing oversight services or are responsible for the completion of the task. Environmental services may include, but not be limited to the following:

Environmental Project Management

CONSULTANT may be asked to serve as the SANBAG Environmental Project Manager (PM), on a project and serve as the single point of contact for all environmental related questions, requests, and submittals. PM shall understand the project schedule and support/conduct/coordinate/oversee any and all studies, analysis, requirements and meetings needed to successfully complete environmental requirements leading to NEPA and or CEQA compliant environmental documents such that the project schedule is not impacted negatively.

PM shall coordinate with CALTRANS and/or all other agencies involved or potentially impacted by the Project. PM shall inform SANBAG prior to all contacts, meetings, notifications, and correspondence with CALTRANS or any other agencies.

PM shall conduct ongoing reviews of consultant/subconsultant progress in performing the work and furnish comments in a timely manner.

PM shall draft and/or review certain types of correspondence to subconsultants, property owners, and/or representatives of various agencies, as necessary.

PM shall assist in the coordination of the distribution of relevant public information.

On a monthly basis, as requested by SANBAG, CONSULTANT shall prepare and submit to SANBAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SANBAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice.

PM shall maintain a schedule of environmental activities, action items, four week look ahead, and update this information monthly. Activities shall be linked to other project specific functional activities as predecessors or successors, as appropriate.

PM shall review the subconsultants, or oversight the work of other consultants performing environmentally related tasks, Project Control or Work Plan documents submitted to ensure their understanding of the level of information required, reporting procedures and formats, stakeholders, schedule, report cycle, and the intended use of each document.

PM shall receive and review monthly progress reports from subconsultant or other consultants performing environmental related tasks.

PM shall review with subconsultant or other consultant, requests for change orders and/or extensions of time when such requests are determined to be necessary.

For subconsultants, PM shall review all contractual payments and assure consistency with the progress of the associated activity.

PM may be assigned to a single or multiple projects.

Coordination and Consultation

CONSULTANT may be consulted for guidance, options, opinions, and strategies related to environmental issues in support of SANBAG projects and the SANBAG program.

CONSULTANT may be asked to perform an independent cost estimate, review a cost proposal and/or scope of work, or otherwise assist on development of a scope of work for environmental work required in any phase of a project.

CONSULTANT may be asked to lead the effort on coordination and/or consultation with one or more resource agencies.

Peer Review

In an oversight capacity, CONSULTANT may be asked to review and comment upon any and all environmental studies, analysis, reports, and/or plans prepared by other consultants, and to attend relevant meetings in order to gain background on the topics included in the aforementioned documents. Expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, water quality, visual/aesthetic resources, land use issues, regulations, storm water, and other specialties will be required.

Permits and Permit Requirements

CONSULTANT may be asked to apply for resource agency permits and/or to successfully complete activities necessary to successfully fulfill environmental permit requirements. Activities may be required to be performed prior to and/or during construction. In addition, CONSULTANT may be asked to perform mitigation and restoration monitoring on a post-construction basis.

Environmental Documents

CONSULTANT may be asked to produce NEPA and/or CEQA compliant environmental documents/studies such as Initial Studies/Environmental Assessments (IS/EA), Environmental Impact Report/Environmental Impact Studies (EIR/EIS), environmental re-evaluations, supplemental EIS and/or reassessments of existing/outdated materials. In addition to meeting federal and state requirements, the Caltrans Standard Environmental Reference shall be utilized to assure compliance with formatting and content of documents.

Studies and Reports

CONSULTANT may be asked to provide as needed environmental support, field study, technical study and the associated reporting. Expertise related to air quality, noise studies, hazardous waste, environmental justice, biological issues/assessments, cultural issues, paleontological issues, water quality, visual/aesthetic resources, land use issues, current regulations, and other specialties will be required.

Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SANBAG peer review. After addressing the peer review comments the draft document shall be submitted to CALTRANS, if applicable, to review and direct revisions prior to finalizing.

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Work.

Work Breakdown

The tasks that the CONSULTANT will be providing services for include, but are not limited to the task listed below. The responsibility of the CONSULTANT will vary depending on whether they are providing oversight services or are responsible for the completion of the task.

PROJECT MANAGEMENT

Environmental Project Management, Coordination and Consultation, and Peer Review will be performed under the Environmental Project Management Tasks below. Other study related activities performed by the consultant will be performed under the work break down structure following this section.

100.10 Project Management – Project Approval and Environmental Document Component

100.20 Project Management – Construction Component

100.25 Project Management – Right of Way Component

PLANNING PHASE

150.20 Preliminary Environmental Analysis Report (PEAR)

The Preliminary Environmental Analysis Report (PEAR) identifies the potential environmental impacts of each alternative, as well as potential mitigation costs. Although existing data will most frequently be used in the preparation of this report, project specific circumstances may indicate the need for or advisability of conducting more detailed investigations. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. For those projects where the initiation document is combined with the project report/environmental document (such as PSSRs and PSR/PR), this activity also includes those tasks required for the environmental document.

150.20.05 Initial Noise Study

Evaluate noise and will conduct a background document review of the project vicinity and make contacts with outside agencies and individuals. Perform a windshield survey or equivalent of the project. Documentation will include the results of the background research and fieldwork. It will describe the project setting, identify and describe sensitive receptors, and discuss possible impacts, and potential abatement measures. The documentation will identify anticipated interagency coordination and permits to enter. A summary statement will be provided for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project. Include the approximate delineation of sensitive receptors on mapping. Include a resource estimate and a schedule by WBS code for completing studies for the environmental document. The following attachments will be completed:

- Noise Study portion of the PEAR Environmental Studies Checklist
- Noise Abatement portion of PEAR Environmental Commitments Cost Estimate, for standard PSRs
- Estimated Resources
- Conduct background document review
- Perform a windshield survey or equivalent
- Prepare documentation
- Project setting/sensitive receptors

- Potential impacts
- Potential abatement
- Monitoring
- Agency Coordination
- Recommendations
- Summary
- PEAR Environmental Studies Checklist
- PEAR Environmental Commitments Cost Estimate for standard PSR

150.20.10 Hazardous Waste Initial Site Assessments/Investigations

Hazardous waste Initial Site Assessments (ISA) are required for all projects. This information is required in order to complete the PEAR and PID. Additionally, for “high risk” sites, as assessed by the Hazardous Waste Technical Specialist, it is strongly recommend that a Preliminary Site Investigation (PSI) at least be started during the K Phase.

150.20.15 Scenic Resource and Landscape Architecture Review

This task includes two subtasks: a Scenic Resource Review and a Landscape Architectural Review. The Scenic Resource Review looks at the proposed project to determine if scenic resources exist within the project limits, and whether these resources will be impacted by the proposal. For projects on the State Highway System, the following information is collected:

- Verification of information from the RTP stage;
- Identification of possible scenic resources and the project’s potential visual impact(s);
- Identification of possible mitigation measures and preliminary costs to be included in the PSR estimate (e.g., special grading requirements, architectural features on bridges and walls, urban street amenities, landscape treatment, right-of way requirements)
- Identification of Officially Designated State Scenic Highways in the project area
- Public input is solicited during this phase to address local concerns and integrate appropriate design features through a ‘context sensitive solutions’ approach per Director's Policy DP-22.
- For projects off the State Highway System, a Preliminary Environmental Study (PES) form is completed. The Landscape Architectural Review typically includes recommendations regarding:
 - Design strategies that integrate the project with the surrounding environment.
 - Erosion control, slope design, and Storm Water Data Report recommendations.
 - Replacement Highway Planting and Mitigation Planting requirements
 - Integration with the Comprehensive Corridor Plan, if available
 - Traveler and Worker Safety
 - Preservation of Historic Period Landscapes

150.20.20 Initial NEPA/404 Coordination

Includes Pre-Consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

150.20.25 Initial Biology Study

Biologist will perform background research, fieldwork, evaluation and reporting. The fieldwork may be a windshield survey or equivalent, Caltrans photolog or aerial photo survey, and/or on-the-ground survey depending on the size and complexity of the project. For the documentation, summarize the background review and the survey findings. Identify the type of survey used and provide a brief description of the setting and sensitive biological resources present. Identify specific studies or focused surveys needed for the subsequent environmental document, noting seasonal restrictions or agency protocols that need to be considered in the project schedule. Include an explanation and estimated timeline of required resource agency coordination (e.g., Section 7). Note anticipated permits, agreements or approvals (e.g., 401, 404, 1602). In the preliminary evaluation, consider whether the proposed project may require an Individual 404 permit or qualify for a nationwide permit. Include a list of contacts and sources consulted during the PEAR analysis.

Discuss the project's potential effects on biological resources: recommended avoidance, minimization, and mitigation measures and potential environmental commitments. Identify changes to the project scope or costs that could be driven by biological commitments, such as wetland mitigation, compensatory or replacement habitat acquisition, and habitat restoration. When preparing a standard PSR, provide associated cost estimates and preliminary schedules for habitat acquisition, design, construction, and monitoring. Scheduling should take into consideration the time needed by ROW to acquire permits to enter.

Conclude with a summary paragraph for inclusion in the PEAR. The summary should note potential biological resources issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project. Include the approximate delineation of known sensitive biological resources on or near the project on the mapping provided by the generalist, and attach it to the documentation. Include a resource estimate and a schedule by WBS code for completing studies for the environmental document and obtaining necessary approvals to achieve PA&ED.

150.20.30 Initial Records and Literature Search for Cultural Resources

The cultural resources specialist conducts background research and fieldwork as appropriate, and prepares documentation. Background research includes literature and database searches (e.g., common references, ethnographic studies, bridge survey, photo logs or DHIPP, Sanborn maps), contacting record repositories (e.g., the appropriate regional Information Center and the Native American Heritage Commission (NAHC) regarding the Sacred Lands Inventory), and soliciting information or concerns from knowledgeable sources such as Native American contacts (tribes and interested parties), organizations (e.g. local historical societies), and individuals (e.g., local historians). In notifying tribes and interested Native American contacts of scoping efforts, ask if they have any known concerns beyond any archaeological properties that could affect the alternatives, cost, schedule, or viability of the project, while assuring the tribal representatives that this inquiry is a very early assessment of the environmental concerns for planning purposes. Fieldwork as discussed here is essentially a preliminary review of the project area, although for small projects, fieldwork may comprise on-the-ground examinations. For larger projects, a windshield survey or equivalent is more appropriate.

Following the pre-field research and fieldwork, the specialists prepare documentation of their findings. The documentation lists the records consulted, contacts made and what was learned, notes the type of survey(s) performed, briefly describes the project setting and sensitivity for cultural resources. The documentation will include a section describing each cultural resource identified during the background research and fieldwork. The documentation discusses the potential effects of the project on resources within or adjacent to the project area and notes potential effects on Section 4(f) properties. In addition the documentation notes whether the proposed project would be located on or affect tribal lands or whether a federal agency is involved. Such circumstances may affect the applicability of the Section 106 Programmatic Agreement. The regular Section 106 process must be followed if the proposed project is located on or affects tribal lands or if another federal agency would be the NEPA federal lead agency. On federal or tribal lands, federal or tribal requirements (e.g. Archaeological Resources Protection Act (ARPA) permits, Native American Graves Protection and Repatriation Act (NAGPRA) Action Plans, or Special Use permits) would also be applicable, depending on the anticipated work involved.

Explain concurrences needed in the environmental document and other coordination required such as consultation with the State Historic Preservation Officer (SHPO) for compliance with Sections 5024 and 5024.5 of the Public Resources Code (PRC) and Section 106 of the National Historic Preservation Act (NHPA).

150.20.40 Initial Community Impact Analysis, Land Use, and Growth Studies

Conduct a pre-field background search (e.g., previous environmental documents) and make contacts with outside agencies (e.g., city planning departments). In most cases, the fieldwork will be limited to a windshield survey or equivalent. The analysis may include a brief review of current census information. The preliminary analysis should identify community impact issues and set the scope of subsequent socioeconomic/community analysis. The analysis will address impacts related to economy, social considerations, environmental justice, relocation, farmlands/timberlands, and community services.

Summarize the results of the background review and fieldwork. Discuss the existing social and economic conditions in the area. Discuss number and type of structures potentially impacted and number of potential relocations, if any. Address impacts to neighborhoods, business districts, and ethnic, disabled or other minority groups. Note anticipated agency coordination, permits, and approvals. Make recommendations for environmental commitments. Include the type and magnitude of studies needed for the environmental document.

The specialist evaluating these resources will conduct a pre-field background search (e.g., previous environmental documents), GIS data-bases, and make contacts with outside agencies. In most cases, the fieldwork will be limited to a windshield survey or equivalent. The preliminary analysis should briefly consider existing and future land use, consistency with State, Regional, and Local Plans, and identify any park and/or recreational facility, equestrian trail, bikeway, or other recreational trail.

Determine if the project and/or alternatives is likely to induce growth in the project area. Identify any local government “no growth” ordinances or policies. Assess the potential for the project to facilitate planned growth, and assess the potential for unplanned growth. Identify if the project will be located along a new alignment or provide new access. Identify any indirect impacts that could result from the project. The PEAR will identify whether a formal growth-related, indirect impact analysis is needed.

150.20.45 Initial Air Quality Study

The specialist evaluating this resource will conduct a background document review of the project vicinity and make contacts, as necessary, with outside agencies and individuals. The specialist will perform a windshield survey or equivalent of the project and provide documentation that includes the results of the background research and fieldwork. The air quality documentation will discuss the attainment status of the project area, potential impacts, potential environmental commitments, and long-term monitoring that may be needed. The documentation will identify conformity, mobile source air toxics (MSATs), particulate matter (PM) 10 and PM 2.5, interagency participation and permits. A summary statement will be provided for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project.

150.20.50 Initial Water Quality Studies

Evaluate potential water quality issues and include a discussion of the various environmental permits that will be required for the project to protect water quality, including pollution from stormwater runoff, waste discharges to land or surface waters, and hazardous waste sites. Discussion will include details of work performed to identify and remediate hazardous waste properties. Hydrology and Floodplain evaluation is also discussed. The documentation includes a description of the setting; the findings of background research and field visit; and identifies bodies of water, drainages, rivers and streams that might be impacted. Basin plans that are in effect are reference and existing discharge conditions could affect the project design, scheduling or construction techniques are identified. In addition, anticipated agency coordination, permits, and environmental commitments are documented. This section of the PEAR should include a list of all anticipated waste discharge and dewatering requirements. Discussion is included on how minimization and avoidance of stormwater pollution impacts are to be achieved through permit and Best Management Practices (BMPs) throughout design, construction, and long-term maintenance. The report should note if the project will require structural BMPs; the project footprint may have to be revised to accommodate these features. Structural BMPs must be coordinated with the Project Engineer.

150.20.55 Initial Floodplain Study

Evaluate floodplain issues by reviewing a background document of the project area, reviewing of the Federal Emergency Management Agency (FEMA)/ National Flood Insurance Program flood maps, and contacting outside agencies and individuals as necessary. A field visit should be performed by the Hydraulic Engineer for all but the simplest projects. The documentation includes a description of the hydraulic and floodplain setting (including any special requirements described in the Basin Plan), describes potential impacts to local hydrology, and identifies additional studies and agency coordination that will be needed for the environmental document. Floodplain criteria as defined in 23 CFR 650, Subpart A (sections

650.101 thru 650.117) may also need to be consulted. The documentation also includes constraints and recommendations that may affect project design.

150.20.60 PEAR Preparation

Prepare Preliminary Environmental Analysis Report (PEAR) or a Categorical Exemption/ Categorical Exclusion (CE/CE) for qualifying projects where the PID is combined with project report/environmental document. Reference the Caltrans PEAR Handbook for further details regarding PEAR preparation, formatting, and content.

150.20.65 Initial Paleontology Study

A paleontological identification report (PIR) may be prepared at any time during project development; however, the PIR is recommended during PEAR preparation in order to document the potential for presence or non-presence of paleontological resources in the project area. Evaluating potential paleontological resources includes a review of databases and/or a background document review, as well as contact with outside agencies, museums, universities, and individuals. Conducting a windshield survey or equivalent of the project area, if appropriate, follows this work. The preparer will describe the geologic and paleontological setting of the project area and the results of database/background/contact review. The report should also discuss tribal government, agency coordination, approvals, and permits (e.g., permits to conduct investigations on BLM, USFS, or USACOE-administered lands).

Provide a summary statement for inclusion in the PEAR. The summary should note issues, risks, and assumptions that might affect the alternatives, cost, schedule, or viability of the project.

150.20.70 Initial Native American Coordination

See WBS 150.20.30

150.20.99 Other PEAR Products

All other work, during the PEAR efforts, not defined or covered in other 150.20 activities.

150.25 Approved PID (PSR, PSSR, etc.)

This activity includes all tasks required to develop the PID text and exhibits, as well as the effort required to circulate, review and update the PID. It also includes the development and approval of any supplemental PIDs.

150.25.05 Draft PID

This activity includes peer review and submittal to Caltrans for on-system and/or federal aid projects.

150.35 Required Permits during Project Initiation Documents Development

This activity includes all work, normally prior to approval of the combined PR/PSSR, required in order to determine what permits may or may not be required. Note: This does not include coordination with resource agencies covering the scoping and NEPA/404 MOU process covered under activities of future phases of the project.

150.40 Permits during Project Initiation Documents Development (if necessary)

All work involved in obtaining permits for combined PR/PSSR, including:

- Discussions and negotiations with the permitting agency.
- Preparation of the permit and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee.
- Submit permit application.

Possible Permits Include:

- 150.40.05 U.S. Army Corps of Engineers Permit (404)
- 150.40.10 U.S. Forest Service Permit(s)
- 150.40.20 Department of Fish and Game 1600 Agreement(s)
- 150.40.30 Local Agency Concurrence/Permit
- 150.40.35 Waste Discharge (NPDES) Permit(s) Includes all effort needed to obtain a National Pollutant Discharge Elimination System (NPDES) permit.
- 150.40.40 U.S. Fish and Wildlife Service Approval
- 150.40.45 Regional Water Quality Control Board 401 Permit
- 150.40.95 Other Permits

ENVIRONMENTAL PHASE

165.05.10 Public and Agency Scoping Process

Prepare and publish legal notices, and perform all public and agency participation tasks related to the overall environmental product prior to circulation of the Draft Environmental Document to the public. For on-system projects all documents shall be submitted to Caltrans prior to distribution and/or finalization.

- Prepare written notification of initiation of environmental studies.
- Prepare Draft Notice of Intent (NOI) (NEPA requirement -- EIS only) and submit to FHWA for Federal Register publication.
- Prepare and circulate Notice of Preparation (NOP) (CEQA requirement -- EIR only).
- Conduct and document Public and Agency environmental scoping meeting(s)
- Prepare and coordinate with SANBAG and Tribal Transportation Planning Agency a Public Participation Plan, meeting MPO, State Implementation Plan (SIP), FHWA Metropolitan Planning and tribal requirements.
- Conduct and document public and agency open house and workshop meetings during development of the environmental document.
- Conduct and document other formal and informal public participation activities such as citizen's committees, focus groups, presentations to political bodies, and media appearances, not directly related to preparation and coordination of a technical work product.
- Prepare & circulate newsletters and other public informational and press materials
- Prepare and maintain Project Mailing List

165.05.15 Alternatives for Further Study

The Project Manager, Management, and the Project Development Team select alternative(s) for further study in the Draft Environmental Document and Draft Project Report. The selection process and criteria are documented for use in later stages of the project. Alternatives are based

on those developed and documented in the Project Initiation Document, with additions or deletions as required.

- Perform preliminary alternatives analysis
- Consider public comment and participation
- Review alternatives analysis with Project Development Team
- Prepare and review alternative selection documentation
- Preliminary alternatives analysis report (used by PDT and public)
- Public and PDT Review documentation and comments
- Response to comments

165.10 General Environmental Studies

Perform environmental technical studies, other than for Biology and Cultural Resources, and prepare technical reports and other work products documenting study results.

165.10.15 Community Impact Analysis Land Use and Growth Studies

Perform all activities related to socioeconomic, land use, and growth impact technical studies for use in the environmental document, and prepare a technical report documenting study results.

- Perform ethnicity and economic studies to determine the characteristics of the communities affected by the project. This includes Environmental Justice requirements.
- Perform land use studies to determine the relationship of the project to local, regional, and other planning, and identify compatibility issues with existing land uses.
- Perform growth impact studies.
- Prepare interim reports for internal and peer review.
- Prepare technical report with mapping & other graphics.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Coordinate with local and regional agencies, ethnic and community groups, and business organizations.
- Farmland Evaluation and Coordination

165.10.20 Visual Impact Assessment and Scenic Resource Evaluation

Perform all activities related to Visual Impact Assessment (VIA) and Scenic Resource Evaluation (SRE) for use in the environmental document, and prepare a technical report documenting study results.

- Perform a visual inventory of the project area.
- Prepare visual simulations and exhibits of the proposed alternatives.
- Coordinate with local agencies, citizens groups, and business groups related to community design and scenic issues.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

- Perform Scenic Resource Evaluation

165.10.25 Noise Study

Perform all activities related to noise impact analysis for use in the Environmental Document, and prepare a technical report documenting study results.

- Identify sensitive receptors and analysis locations.
- Collect existing noise information, including monitoring data from Air Resources Board (ARB) and Air Pollution Control District (APCD) sites.
- Perform noise modeling.
- Develop estimates of effectiveness for alternative mitigation measures.
- Prepare technical report with preliminary barrier plans.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.30 Air Quality Study

Perform all activities related to air quality impact analysis for use in the environmental document, and prepare a technical report documenting study results.

- Identify sensitive receptors and analysis locations.
- Collect existing CO data
- Perform CO and/or other monitoring. NOTE: Scheduling of this activity should take into account appropriate study windows.
- Perform micro-scale modeling to predict future pollutant concentrations with no project and all applicable alternatives.
- Verify Federal Clean Air Act conformity status of the project; coordinate with regional and air quality agencies to obtain concurrence in the conformity status of the project, and carry out additional conformity-related activities, if necessary, including regional modeling of additional alternatives and recommendations for RTP and/or RTIP revisions.
- Develop estimates of effectiveness for alternative mitigation measures.
- Prepare monitoring and technical reports.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures for use in the Environmental Document text.

165.10.35 Water Quality Studies

Perform all activities related to water quality impact analysis for use in the environmental document, and prepare a technical report documenting study results.

- Identify receiving waters, their regulatory status, and their uses.
- Collect existing water quality information, including monitoring data from other agencies as available.
- If necessary due to inadequate existing information, conduct on-site sampling and/or monitoring and prepare monitoring report.

- Perform modeling if necessary and appropriate to predict future pollutant concentrations with no project and all applicable alternatives.
- Verify applicability of Sole Source Aquifer, NPDES, and other laws and regulations to the project and design of drainage facilities.
- Develop estimates of effectiveness for alternative drainage facilities and mitigation measures.
- Prepare technical report with mapping & other graphics.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.40 Energy Studies

Perform all activities related to energy impact analysis for use in the environmental document, and prepare a technical report documenting study results.

- Perform modeling or use other analysis methods to predict future energy use with no project and all applicable alternatives.
- Verify applicability of energy-related laws and regulations to the project and design of drainage facilities.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.45 Summary of Geotechnical Report

Prepare summary of Preliminary Geotechnical Report for inclusion in the Draft Environmental Document.

- Review Preliminary Geotechnical Report
- Prepare abstract for inclusion in Environmental Document text.

165.10.55 Draft Right of Way Relocation Impact Document

Perform all activities related to relocation impact analysis for use in the Environmental Document, and prepare a technical report documenting study results.

- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.60 Location Hydraulic & Floodplain Study Reports

Perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report, and a flood plain study for use in the Environmental Document, and prepare a technical report or reports documenting study results.

Note: These studies are usually combined into one document since they address largely the

same issues. The Location Hydraulic Study is a specific FHWA requirement where a project will encroach on a flood plain. The Flood plain Study may consider a broader range of issues than FHWA requires for the Location Hydraulic Study, and is usually part of the information required to deal with the Corps of Engineers in the 404 permit process.

- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.65 Paleontology Study

Tasks involved with the identification and evaluation of paleontological resources within the project's study area.

- Identification of geologic strata potentially affected by project related activities (including borrow sites, cuts and haul roads) and assessment of its potential to contain significant paleontological resources.
- Literature search of paleontological resources in the region.
- Consultation with paleontologists with expertise in the region.
- Develop preliminary mitigation plan, if necessary.
- Develop summary report of conclusions for inclusion in the Environmental Document.
- Prepare Paleontological Identification Report (PIR), if not prepared for PID.
- Prepare Paleontological Evaluation Report (PER).
- Prepare Paleontological Monitoring Plan (PMP).

165.10.70 Wild and Scenic Rivers Coordination

Tasks involved with the identification and evaluation of wild and scenic rivers within the project's study area.

- Identification of all river reaches officially designated as being part of the National Wild and Scenic River System and official "study" river.
- Identification of all river reaches officially designated as "wild", "scenic", or "recreational" by the California Resources Agency.
- Prepare summary report of conclusions for inclusion in the Environmental Document.

165.10.75 Environmental Commitments Record

Prepare and/or update the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements and Mitigation (PAM)). In the case of a CE, transmit to Design for inclusion into the PS&E package. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at RTL, and the Certificate of Environmental Compliance upon completion of construction of the project.

165.10.80 Hazardous Waste Initial Site Assessments/Investigations

Hazardous waste Initial Site Assessments (ISA) are required for all projects. This information should have been acquired during the previous phase in order to properly complete the PEAR and PID. If an ISA was not completed during the planning phase, its costs should be captured here.

165.10.85 Hazardous Waste Preliminary Site Investigations

Perform all activities related to one or more Preliminary Site Investigations (PSIs) as defined under procedures, and prepare a technical report documenting study results.

- Review and, if necessary, update Initial Site Assessment.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.10.99 Other Environmental Studies

All other work, during the General Environmental Studies efforts, not defined or covered in other 165.10 elements.

165.15 Biological Studies

Perform all activities related to preparing Biological Studies Reports necessary for the preparation of the project's Environmental Document related to the project.

- Review of project initiation package
- Conduct literature review and windshield study
- Review the Biology section of the Preliminary Environmental Assessment Report (PEAR)
- Review project documents and perform information search
- Evaluate which potential studies or surveys may be necessary
- Assess potential for biological resources to occur in project area
- Select protocols for conducting biological surveys
- Coordinate with SANBAG, Caltrans and resource agencies
- Conduct required focused surveys to determine presence/absence of federally and State-listed species within site during appropriate seasons, daytime hours, durations, and repetitions depending on the species and the protocol from the appropriate resource agency and with consideration to the project schedule.
- Resource agency and property owner notifications shall be made by the consultant, where required.
- Secure all required permits
- Record and map location of the species on an aerial photograph
- Prepare a Survey Report to include a report of findings:
 - Site location plotted on U.S. Geological Survey (USGS) 7.5-minute topographic map;
 - Description of survey methods including list of all biologists, acreage of habitat surveyed, and the number and dates of the surveys;
 - Mapping of the precise location of any sensitive plants, if observed;
 - Estimation of population numbers, if observed;
 - If required prepare morphological analysis in order to differentiate the federally species from other related species.

- If trapping occurs, all animals captured will be identified to species, sexed, assessed for reproductive condition and age, marked, weighed, and released;
- If necessary provide relocation services; and
- Completed field forms for the appropriate resource agency showing the location of the sensitive species, if observed.

165.15.05 Biological Assessment

Perform all tasks related to endangered species and other studies required to complete a Biological Assessment report.

- Obtain endangered species list for project area.
- Perform presence/absence and other field studies.
- Determine effect on species.
- Perform formal and informal coordination with resource agencies and document the same.
- Prepare Biological Assessment Report.
- Prepare abstract (s) for inclusion in the Natural Environmental Study and Environmental Document
- Prepare memo discussing recommended and/or required mitigation measures

165.15.10 Wetlands Study

Perform all tasks related to identifying, studying project effects on, and determining mitigation for wetlands in the project area, and prepare a report.

- Coordinate endangered species information with Biological Assessment work.
- Delineate wetlands in the project area to Corps of Engineers standards, and obtain Corps approval of delineation.
- Evaluate, quantify, and map temporary and permanent impacts to the waters of the U.S.
- If required, prepare a hydrogeomorphic method (HGM), rapid assessment, or other reports
- Determine effect on species and amount/type of wetlands affected.
- Prepare technical report.
- Wetland Delineation materials
- Prepare abstract(s) for inclusion in Natural Environment Study and Environmental Document text.
- Memo discussing recommended and/or required mitigation measures

165.15.15 Resource Agency Permit Related Coordination

Effort involved directly with formal consultation and coordination required in order to complete the biological studies. This work may result from studies done under any of the other biological task areas and may be required in order to complete those studies. The purpose of separating this effort is to identify the workload involved with permit and mandatory consultation work in the biology field. The intent of this activity is to gain consensus with the resource agencies on the impacts and mitigation's on the proposed alternatives necessary for completion of the Draft Environmental Document (DED).

- Obtain concurrence by the Corps of Engineers with initial purpose and need and range of alternatives, per NEPA/404 MOU requirements.
- Coordinate work with Biological Assessment, Wetlands Study, and Natural Environment Study work.
- Perform Section 7 and/or Section 10 consultation with the U.S. Fish & Wildlife Service.
- Perform formal consultation and obtain concurrence in biological and wetland studies under the NEPA/404 Coordination MOU process.
- Perform early consultation with California Department of Fish and Game regarding biology issues related to possible Section 1600 permits.
- Perform formal and informal biology-related coordination with other resource agencies as needed.
- Prepare and submit preliminary Section 404 permit application to the Army Corps of Engineers per NEPA/404 Memorandum of Understanding (MOU).
- Prepare and submit Section 408 permit application to the San Bernardino County Flood Control District
- Migratory Bird Act (U.S. Fish and Wildlife Service)
- Fish and Game Code 2081 or 2080.1 (California Department of Fish and Wildlife)
- Fish and Game code 1002 and Title 14 Sections 650 and 670.1 (California Department of Fish and Wildlife)

165.15.20 Natural Environment Study (NES) Report

Based on information developed in the Biological Assessment and Wetlands Study reports, and other information as directed by technical guidance, prepare a Natural Environment Study (NES) Report. This report is the master document covering compliance with biological study and consultation requirements, and providing language and mitigation measures for use in the Environmental Document.

- Review other biological study work.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

165.15.99 Other Biological Studies

All other work, during the Biological Studies efforts, not defined or covered in other 165.15 elements.

165.20 Cultural Resource Studies

Perform studies and prepare cultural resources (archaeological, historical, and architectural reports) in order to comply with the requirements of CEQA, NEPA, Section 106 of the National Historic Preservation Act, and Section 5024 of the California Public Resources Code. Included is consultation with Native American communities. Produce documentation (e.g., from FHWA or State Historic Preservation Officer (SHPO)) that compliance with applicable Federal and/or state cultural resource laws and regulations has been achieved.

165.20.05 Archaeological Survey

Archaeological Survey Report (ASR) that details study methods and results.

165.20.05.05 Area of Potential Effects/Study Area Maps

Specialist will prepare an Area of Potential Effects (APE) maps for projects with a Federal nexus and Study Area maps for those with State-only involvement.

165.20.05.10 Native American Consultation

Consult with federally recognized tribes and California Indian traditional cultural leaders, unrecognized groups, and individuals on their concerns regarding project activities.

Simultaneously, these efforts also include identifying other cultural concerns and areas of cultural significance that a proposed project may impact and that, under environmental law, may need to be addressed. Consultation includes identification, evaluation, determination of effects, and treatment of archaeological resources. In addition, consultation includes identification of areas important to Native Americans that may be unrecognized by people outside the culture. These include sacred sites, plant-gathering areas, and certain historic properties that are referred to as Traditional Cultural Properties. This activity will include the following subtasks:

165.20.05.15 Records and Literature Search

165.20.05.20 Field Survey

165.20.05.25 Archaeological Survey Report (ASR)

165.20.05.99 Other Archaeological Survey Products

165.20.10 Extended Phase I Archaeological Studies

If required, specialist may be asked to prepare an Extended Phase I (XPI) study is an extension of the identification phase for archaeological resources, meeting the requirements of 36 CFR 800.4(b), "to identify historic properties within the area of potential effects," and similar requirements under CEQA. The XPI Proposal is used to explain the reasons for the XPI study, to describe the proposed field methods, and will be used as the basis for determining when the study goals have been met and fieldwork can cease. Refer to the Standard Environmental Reference, Chapter 5, Section 5.5 for a complete discussion of Extended Phase I studies.

Subtasks include:

165.20.10.05 Native American Consultation

165.20.10.10 Extended Phase I Proposal

165.20.10.15 Extended Phase I Field Investigation

165.20.10.20 Extended Phase I Materials Analysis

165.20.10.25 Extended Phase I Report

165.20.10.99 Other Extended Phase I Archaeological Study Products

All other work, during the Extended Phase I Archaeological Studies efforts, not defined or covered in other 165.20.10 elements.

165.20.15 Phase II Archaeological Studies

A Phase II report is a technical report detailing the methods and results of Phase II studies for

projects involving only one alternative or projects where all alternatives have the same impacts on all archaeological resources. Activities included are:

- 165.20.15.05 Native American Consultation
- 165.20.15.10 Phase II Proposal
- 165.20.15.15 Phase II Field Investigation
- 165.20.15.20 Phase II Materials Analysis
- 165.20.15.25 Phase II Report

165.20.15.99 Other Extended Phase II Archaeological Study Products

This task covers all other work, during the Extended Phase II Archaeological Studies efforts, not defined or covered in other 165.20.15 elements.

165.20.20 Historical and Architectural Resource Studies

Produce technical report(s) detailing the methods and results of the Historic and Architectural Resource studies. Activities included are:

- 165.20.20.05 Preliminary Area of Potential Effects/Study Area Maps for Architecture
- 165.20.20.10 Historic Resource Evaluation Reports - Archaeology
- 165.20.20.15 Historic Resource Evaluation Reports - Architecture
- 165.20.20.20 Bridge Evaluation

165.20.25 Cultural Resource Compliance Consultation Documents

Compliance documents submitted to FHWA and/or the State Historic Preservation Officer (SHPO) for concurrence regarding resource identification, significance, project effects, and mitigation measures. Activities included are:

- 165.20.25.05 Final Area of Potential Effects/Study Area Maps
- 165.20.25.10 PRC 5024.5 Consultation
- 165.20.25.15 Historic Property Survey Reports / Historic Resource Compliance Reports
- 165.20.25.20 Finding of Effect (FOE)
- 165.20.25.25 Archaeological Data Recovery Plan/Treatment Plan
- 165.20.25.30 Memorandum of Agreement (MOA)
- 165.20.25.99 Other Cultural Resource Compliance Consultation Products

165.25 Draft Environmental Document

Prepare Draft Environmental Document (DED) with all attachments or Categorical Exemption/Categorical Exclusion documentation. Conduct all necessary in-house and external reviews (NEPA and CEQA documents) and obtain U.S. DOT (Federal Highways (FHWA), FTA, or other Administration) approval to circulate NEPA Document.

165.25.05 Draft Environmental Document Analysis

Analyze technical studies and prepare DED (CEQA draft ND/IS or EIR; NEPA draft EA or EIS; typically combination CEQA/NEPA document). Activity includes the coordination of the studies required for the ED.

165.25.10 Section 4(f) Evaluation

For projects with USDOT involvement where the project “uses” public owned lands of a public park, recreation area or wildlife and waterfowl refuge of national, state, or local significance or historic or archaeological sites listed or eligible for the Nation Register of Historic Places are impacted by the project, Specialist will determine whether the “use” is de minimus or qualifies for a programmatic Section 4(f). Specialist will perform an analysis to determine there is one or more feasible and prudent avoidance alternatives to the “use” of the Section 4(f) property.

165.25.15 Categorical Exemption / Categorical Exclusion (CE) Determination

Includes review, circulation and approval.

165.25.20 Environmental Quality Control & Other Reviews

Carry out formal and informal review of DED within Consultant’s firm and as a peer review activity, including all required quality control reviews. Revise DED as required addressing any comments. Prepare Quality Control Review Certification.

165.25.25 Approval to Circulate Resolution

Includes time and effort required to resolve comments.

165.25.99 Other Draft Environmental Document Products

All other work, during the Draft Environmental Document efforts, not defined or covered in other 165.25 elements.

175.05 DED Circulation

Preparation and circulation of the DED, this effort does not include the public hearing process and responding to comments.

175.05.05 Master Distribution and Invitation Lists

Update the project's existing mailing list and prepare the distribution list for all interested individuals, groups, and governmental agencies.

175.05.10 Notices Regarding Public Hearing & Availability of Draft Environmental Document

This includes all efforts required to prepare and issue a Notice of Availability for the DED, mail notifications of the public hearing, either the published "Notice of Opportunity" or the first published public hearing notice.

175.05.15 DED Publication and Circulation

Includes formal public circulation period, publishing/reproduction (including both paper and electronic formats) and mailing of the DED. This activity does not include the public hearing process and responding to comments. Includes providing documents to SANBAG or Caltrans for transmittal of DED to CTC and preparation of CTC agenda item.

175.05.99 Other DED Circulation Products

All other work, during the DED Circulation efforts, not defined or covered in other 175.05 elements.

175.10 Public Hearing

Perform all tasks for the purpose of preparing and holding Public Hearing for a project.

175.10.05 Need for Public Hearing Determination

Based upon the response to the "Notice of Opportunity" for a public hearing, meetings are scheduled with the interested parties to determine if a public hearing is required.

175.10.10 Public Hearing Logistics

Arrange for Public Hearing Logistic - Includes all formal arrangements for the public hearing including:

- Select and obtain public hearing officer
- Obtain hearing room
- Obtain security
- Obtain court reporter
- Obtain language interpreters
- Prepare handouts

175.10.15 Displays for Public Hearing

Preparation of any displays, exhibits, equipment, signs, models, or other physical features for use at the public hearing.

175.10.20 Second Notices of Public Hearing and Availability of DED

This includes the second published and all subsequent public hearing notice and general publicity regarding the public hearing. Including:

- Display ads
- Flyers or newsletters mailed / distributed to residents and interested parties
- Notices on bulletin boards in public places
- Press release to all media
- Distribution of notices through schools and service clubs
- Copies of the notice sent to OPPD & FHWA
- Availability of DED

175.10.25 Map Display and Public Hearing Plan

175.10.30 Display Public Hearing Maps

Includes either formal or informal display of the maps to be shown at the public hearing, prior to the public hearing.

175.10.35 Public Hearing

Includes all remaining activities relating to holding the public hearing.

175.10.40 Record of Public Hearing

Prepare record of public hearing.

175.10.99 Other Public Hearing Products

All other work, during the Public Hearing efforts, not defined or covered in other 175.10 elements.

175.15 Public Comment Responses and Correspondence

Includes the formal response to comments on the DED for the preparation of the Final Environmental Document (FED).

175.20 Project Preferred Alternative

Identify the project's preferred alternative to be carried forward in the Project Report (PR) and Final Environmental Document (FED).

- Assemble all the data needed to make the selection of the preferred alternative.
- PDT and other meetings to select the preferred alternative.
- Prepare and submit to the NEPA/404 Agencies, a request for concurrence with the Least Environmentally Damaging Practicable Alternative (LEDPA) determination and conceptual mitigation plan.

180.10.05 Approved Final Environmental Document

Includes efforts required to prepare and obtain approval of the Final Environmental Document (FED).

180.10.05.05 Draft Final Environmental Document Review

Includes reproduction of draft FED, performance of internal district and required QA/QC reviews, and documentation of comments received.

180.10.05.10 Revised Draft Final Environmental Document

Includes modification of Final Environmental Document (FED) in response to all comments received as a result of internal district and required QA/QC reviews and consideration of the following:

- 180.10.05.15 Section 4(f) Evaluation
- 180.10.05.20 Findings
- 180.10.05.25 Statement of Overriding Considerations
- 180.10.05.30 CEQA Certification

180.10.05.40 Section 106 Consultation and MOA

All technical studies, reports, coordination, and agreements associated with completing Section 106 Consultation for projects involving multiple alignments where the preferred alternative identified until after circulation of the Draft Environmental Document. Efforts may include:

- Performing Phase II Archaeological Studies for the Preferred Alternative (including Native American Consultation, proposal preparation, field investigations, analysis, and report preparation).
- Prepare and Process Supplemental Cultural Resources Compliance Documents for the Preferred Alternative (including preparation of Final Area of Potential Effect

map, Supplemental Historic Property Survey Report, Finding of Effect, Archaeological Data Recovery Plan/Treatment Plan, and Memorandum of Agreement (MOA)).

- Processing of supplemental compliance documents through FHWA and/or the State Historic Preservation Officer for concurrence on resource significance, project effects, and mitigation measures.

180.10.05.45 Section 7 Consultation

If necessary perform the following:

180.10.05.50 Final Section 4(f) Statement

180.10.05.55 Floodplain Only Practicable Alternative Finding

180.10.05.60 Wetlands Only Practicable Alternative Finding

180.10.05.65 Section 404 Compliance

If necessary, obtain a permit, achieve acceptance of stipulations, or assist in constructing/coordination of some other agreement.

180.10.05.70 Mitigation Measures

Assist in determining mitigation measures, negotiating, finding and securing mitigation measures.

180.10.10 Public Distribution of FED And Respond To Comments

Includes publication/reproduction (including both paper and electronic formats), preparation of a transmittal letter, publication of the Notice of Availability, transmittal of copies of the Federal Register, and distribution of the Final Environmental Document (FED). Includes transmittal of Final Environmental Document (FED) to CTC, preparation of CTC agenda item and respond to comments on the FED.

180.10.15 Final Right of Way Relocation Impact Document

Complete and update the draft Right of Way Impact Study done during the DED phase.

180.10.99 Other FED Products

All other work, during the FED efforts, not defined or covered in other 180.10 elements.

180.15 Completed Environmental Document

Prepare the Notice of Determination (NOD) and Record of Decision (ROD) and obtain FHWA approval of the ROD.

180.15.05 Record of Decision (NEPA)

Includes efforts required to draft and obtain Federal approval of the Record of Decision (ROD)

180.15.10 Notice of Determination (CEQA)

Includes preparation of Notice of Determination (NOD,) making and sending copies to HQ, CTC action, and filing with the Office of Planning and Research.

180.15.20 Environmental Commitments Record

Includes preparing or updating of the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements, and Mitigation (PAM)) for transmission to Design for PS&E. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at the conclusion of PS&E, and the Certificate of Environmental Compliance at the conclusion of construction.

180.15.99 Other Completed Environmental Document Products

All other work, during the Completed Environmental Document efforts, not defined or covered in other elements.

DESIGN PHASE

205.05 Required Permits

This activity includes all work required in order to determine what permits may be required or may not be required and for assisting in all activities leading to securing permits.

205.10 Permits

All work involved in obtaining permits, including:

- Discussions and negotiations with the permitting agency.
- Preparation of the permit and attachments such as exhibits, maps, etc.
- Obtain funds for any required permit fee.
- Submit permit application.

Partial listing of Permits:

205.10.05 U.S. Army Corps of Engineers Permit (404)

205.10.10 U.S. Forest Service Permit(s)

205.10.20 Department of Fish and Game 1600 Agreement(s)

205.10.30 Local Agency Concurrence/Permit

Perform any coordination necessary with the local agency(ies) to obtain concurrence from the appropriate local agency(ies) when state highway construction impacts existing local facilities.

205.10.40 Waste Discharge (NPDES) Permit(s)

Includes all effort needed to obtain a National Pollutant Discharge Elimination System (NPDES) permit.

205.10.45 U.S. Fish and Wildlife Service Approval

Includes all effort needed to obtain Service approval.

205.10.50 Regional Water Quality Control Board 401 Permit

Includes all effort needed to obtain a 401 permit.

205.10.60 Updated ECR

Includes all efforts necessary to update the Environmental Commitments Record (ECR).

205.10.95 Other Permits

Includes all permits not listed above, such as flood control district or other permits.

CONSTRUCTION PHASE

235.05 Environmental Mitigation

All work involved in order to accomplish environmental mitigation as determined in the Final Environmental Document (FED) and associated regulatory permits and agreements.

235.05.05 Historical Structures Mitigation

All work to move, sell, rehabilitate, or provide landscape buffers for historic structures. Includes historic buildings and historic engineering features such as bridges, roads, trails, canals, and railroads.

- Marketing Plan
- Historic American Building Survey (HABS) recordation
- Historic American Engineering Record (HAER)
- Prepare mitigation report for FHWA, State Historic Preservation Office (SHPO), and Advisory Council on Historic Preservation (ACHP) submittal

235.05.10 Archaeological and Cultural Mitigation

Recover archaeological data (Phase III) and perform other research related to the site's National Register of Historic Places (NRHP) eligibility (excavation, analyses, report preparation, and distribution). This activity is only applicable when an archaeological site is eligible for the National Register of Historic Places for its research potential under Criterion "d". This activity also includes non-excavation work related to the data recovery. Publish Phase III final report on results of excavation and research, produce a curated collection, and fulfill mitigation requirements.

- Pre-excavation burial agreement with Native Americans.
- Arrangements for Native American monitors.
- Curation agreement.
- Site mapping.
- Right of Entry, if needed.
- Site visit with consultants and Native Americans.
- All field work.
- Analyses of recovered materials.
- Repatriations of human remains and sacred objects, if recovered.
- Preparation, submittal, and review of draft report on excavations
- Publish Phase III final report.
- Transfer collection and field notes and pay fees to curation facility.
- Transmit final report to FHWA, SHPO, ACHP, tribes, and the scientific community and obtain approval letters if required.
- Establish an Environmental Sensitive Area (ESA) to protect remaining portions of site.

235.05.15 Biological Mitigation

Perform the design and monitoring of all biological mitigation measures as outlined in the final environmental document and included as a part of the parent project that created the impact. In

the event that permit renewals or extensions result in new or changed requirements, the Environmental Commitments Record (ECR) and related documents (e.g., MMRR), RE Pending File, Environmental Certification at RTL, and similar documents must also be updated.

- Prepare Mitigation Monitoring Plan
- Design and delineation of mitigation measures into project plans.
- Preparation of special provisions
- Reviews by affected units and regulatory agencies.
- Prepare and distribute monitoring reports.
- Prepare and submit permit renewal and extension requests to resource agencies.
- Train field personnel

235.05.25 Paleontology Mitigation

All tasks related to the monitoring for or recovery of paleontological resources affected by the project related activities, contract (or task order) oversight, coordination and monitoring of field work, report review.

- Prepare, review and update, as necessary, the Paleontological Mitigation Plan (PMP).
- Train field personnel, if required.
- Prepare reports on mitigation work .
- Prepare a Paleontological Stewardship Summary.

235.05.99 Other Environmental Mitigation Products

All other work, during the Environmental Mitigation efforts, not defined or covered in other elements.

235.10 Detailed Site Investigation for Hazardous Waste

Perform a detailed Site Investigation (SI) through development of a task order using the District/Region's on-call contract. The investigation should fully characterize the contamination, identify appropriate and feasible cleanup alternatives, and estimate cleanup costs.

235.10.05 Right or Permit for Hazardous Waste Site Investigations (SI)

Obtain right or permit to enter, or request the same from SANBAG, to access an identified property for the purpose of conducting a hazardous waste site investigation. Adequate time should be requested in the right or permit to ensure completion of the detailed SI.

235.10.10 Hazardous Waste Sites Survey

Determine which identified sites require a detailed site investigation.

235.10.15 Detailed Hazardous Waste Site Investigation SI

Develop a workplan for conducting a Detailed Site Investigation (DSI) and feasibility studies and/or conduct the detailed SI. Consultants work under the direction and control of SANBAG with coordination of the Caltrans District 8 Hazardous Waste Coordinator or other assigned staff.

235.15 Hazardous Waste Management Plan

The remedial investigation and feasibility studies of potential mitigation strategies for the site constitute the Hazardous Waste Management Plan (HWMP). A part of the HWMP is the Remedial Action Plan (RAP). This is the actual plan necessary for implementing the remediation.

- Develop RAP
- Review RAP and determine scope of HWMP
- Develop HWMP
- Approve HWMP

235.25 Hazardous Waste Clean-up

Hazardous Waste Technical Specialists provide support and/or manage remediation during construction. Prepare work plan, coordinate with resource/regulatory agencies, perform remediation and complete a cleanup report if required by a resource/regulatory agency.

235.30 Hazardous Substances Disclosure Document (HSDD)

Hazardous Waste Technical Staff prepare and approve the HSDD, including validation of site investigation findings and cleanup completed by others. If a proposed property acquisition is located outside the boundary of previous hazardous waste studies for the project, additional investigations may be needed before acquisition. If prior studies indicate that a situation exists where some action by the existing owner is required, progress of that action (including tank removal), if any, will be assessed and further recommendations made as needed before the HSDD can be approved.

- Review of R/W Certification for consistency with prior project scope.
- Field review of site
- Verification of status of any recommended remediation (tank removal) by owner
- Preparation and approval of the Certificate of Sufficiency for acquisition

235.35 Long Term Mitigation Monitoring

Work involved in the monitoring of mitigation sites over an extended period to ensure compliance with objectives of the permit issued by the regulatory agency.

- Field review of site
- Develop and submit performance reports to the regulatory agency
- Perform remedial action to correct deficiencies

235.40 Updated Environmental Commitments Record

Includes all efforts necessary to update the Environmental Commitments Record (ECR) and its associated documentation (e.g., Mitigation Monitoring and Reporting Record (MMRR) or Permits, Agreements, and Mitigation (PAM)) prepared. The updated ECR must be coordinated with Design. The ECR is used as a part of the Environmental input for the RE Pending File, Environmental Certification at the conclusion of PS&E, and the Certificate of Environmental Compliance at the conclusion of construction.

255.15 Environmental Reevaluation

This activity is initiated when there are changes in any factors that might affect the validity of the project's Environmental Document (ED) or CE Determination. Pertinent factors include, but are not limited to, changes in the project scope, identification of new issues, and changes in laws or regulations as they apply to the project. Reevaluation is required for Federal nexus projects at each project decision point and three years after completion of the ED or CE. In the event that permit renewals or extensions result in new or changed requirements, the Environmental Commitments Record, Mitigation Monitoring and Reporting Record, RE Pending File, and similar documents must also be updated.

Note: FED's are only valid for three years; consequently this activity may be required more than once. Technical studies that may be required to assess the new impacts includes but is not limited to: biological, archaeological, visual and noise studies.

- Drafting review and approval of the reevaluation.
- Prepare and submit permit renewal and extension requests to resource agencies.

260.75 Environmental Certification at RTL

This activity includes all environmental work necessary to review the PS&E and for the Environmental Branch Chief, or designee, to complete the Environmental Certification.

NOTE: This Certification is based on a "snapshot" of the Environmental Commitments Record (ECR), or similar document (e.g., Mitigation Monitoring and Reporting Record), which is also used to provide Environmental's input for the Resident Engineer's File.

195.40.30 Hazardous Waste and Hazardous Materials

Monitoring state-owned properties for potential hazardous waste and hazardous materials. Includes coordinating with the Caltrans and tenants for cleanup.

295.35 Certificate of Environmental Compliance

The purpose of the certificate is to document the Department's environmental compliance efforts for all measures specified in final environmental (or other project) documents and to inform all project stakeholders (including regulatory agencies) as to the outcome of the mitigation efforts. The information contained in this Certificate should be based on the Environmental Commitments Record (ECR), or similarly summary, initiated during PA&ED.

The ECR is also used for Environmental Certification at RTL and for input into the RE Pending File. The Certificate should contain, as a minimum, the following information summaries:

- Brief project descriptions including county, route, PM, and EA
- Impacts
- Mitigation associated with each impact
- Mitigation completed according to agreements and the agency with which that agreement was reached and the date it was completed.
- Mitigation not completed according to agreements, why it was not so accomplished, what was done instead, and when that was completed.
- Updated Environmental Commitments Records (or similar, e.g., Mitigation Monitoring and Reporting Record) to cover any on-going future commitments (copies must be provided to the impacted units (e.g., Maintenance).

295.40 Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance

This task includes mitigation or monitoring of mitigation after Construction Contract Acceptance over an extended period to ensure compliance with resource and regulatory agency permits and agreements. The updated Environmental Commitments Records should be filed with SANBAG as evidence that SANBAG has met its obligation to fully document environmental compliance efforts for projects.



- 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: June 4, 2014

Subject: State Route 210 (SR-210) Pepper Avenue Interchange Project

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

Approve Amendment No. 2 to Contract No. C11002 with Civil Works Engineers for the SR-210 Pepper Avenue Interchange project for an increase of \$286,509.02, for a revised not-to-exceed contract amount of \$2,110,813.02.

Background: The SR-210 Pepper Avenue Interchange project will provide freeway access for Pepper Avenue in the City of Rialto. The proposed project would provide an alternative freeway access point and reduce congestion on the existing SR-210/Riverside Avenue Interchange.

The project is currently in the final stages of the Project Approval and Preliminary Engineering (PA/ED) phase of the project. The public circulation of the draft environmental document was initiated in May 2014, and environmental approval is anticipated in July 2014. Early activities related to the Plans, Specifications, and Estimates (PS&E) phase have begun and final design approval is expected in early 2015. Staff anticipates releasing an Invitation for Bids in the first quarter of 2015 and awarding the construction contract in mid to late 2015.

Approved
 Board of Directors

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

BRD1406a-pm

Attachment: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C11002-02.doc>

In January 2011, the SANBAG Board approved Contract No. C11002 with Civil Works Engineers for Environmental and Engineering Services for the SR-210 Pepper Avenue Interchange project in a not to exceed amount of \$2,110,514.00, including contingency. SANBAG is leading the design efforts with design oversight by the California Department of Transportation (Caltrans). Caltrans is also the lead agency for state and federal environmental compliance requirements. The first amendment to this contract was approved on December 19, 2013, by the Executive Director under SANBAG Policy No. 34509 to extend the contract termination date with no increase to the contract amount. The contract termination date was extended to allow time to complete the final design phase and provide construction bid support activities.

Since the initiation of the project, several circumstances that were not contemplated in the original contract were encountered, which will require additional work. These circumstances and additional work are described below.

Air Quality Conformity Report and federal notices: When the original contract was approved, it was assumed that the project would have to comply only with state environmental requirements because the project did not have a federal nexus. Caltrans, as the lead environmental agency, directed SANBAG to proceed with activities to comply with federal environmental requirements due to the project's connectivity with the federally funded SR-210 Corridor Project. This amendment would address the additional requirements, to prepare an Air Quality Conformity Report and preparation of a notice in the Federal Register, which were required by Caltrans to comply with federal environmental procedures.

San Bernardino Kangaroo Rat (SBKR): Because the project is adjacent to suitable habitat for the SBKR and within the boundaries of federally designated critical habitat, in order to comply with the Federal Endangered Species Act, SANBAG was directed by the United States Fish and Wildlife Service (USFWS) to perform yearly monitoring activities for SBKR within the project area through construction. In addition, support for consultation with the USFWS is also required to address the overlap of the project footprint with designated SBKR critical habitat. During the scoping phase of the project, staff expected that additional studies related to the SBKR would not be required by USFWS due to the disturbed nature of the project site and the mitigation that was already purchased related to the SR-210 Extension Project. This amendment would include SBKR monitoring and related coordination.

Retaining Walls and Erosion Control Plans: The design of the SR-210 Pepper Avenue Interchange originally assumed that the roadway cross-section underneath the existing SR-210 Pepper Avenue Bridge would be 5-lanes and only include two lanes in each direction, and back-to-back left turns for vehicles entering both

westbound and eastbound SR-210. Based on the traffic studies conducted, the stakeholders decided that dedicated left-turn lanes rather than back-to-back left-turn lanes be constructed, increasing the cross section to six-lanes, to accommodate trucks without impacting through traffic. Widening the cross-section of Pepper Avenue will require the addition of a standard Caltrans Type-1 retaining wall along the existing abutment slope. This amendment would allow the design of the wall including geotechnical studies to support the design of the structure.

Traffic Management Plan: The original scope of work for the project assumed that temporary night time and weekend lane closures to accommodate project construction activities occurring on the SR-210 freeway would be acceptable to Caltrans. Based on discussions with Caltrans staff, temporary lateral lane shifts should be utilized to avoid freeway traffic disruptions and to accommodate proper paving methods. The lane shifts extend the area affected by the temporary traffic control and will require additional staging and traffic handling plans. This amendment will allow additional work needed to address construction traffic along SR-210.

City Project Coordination and Utility Relocation: With the construction of Pepper Avenue through to Highland Avenue, additional design work will be required to tie in the now existing roadway to the project design. The original scope of the project did not include utility relocation as part of the work because the concept design did not impact existing utilities. As preliminary design progressed, it was determined that additional design work and coordination will be required to address relocation of utilities along Pepper Avenue because the profile of Pepper Avenue had to be lowered from the preliminary concept. In addition, the extension of Pepper Avenue through to Highland Avenue by the City of Rialto included construction of temporary street lights which will have to be relocated to their ultimate location as part of the project. This amendment will allow utility relocation design and coordination to occur.

Project Management and Meetings: Staff is anticipating additional coordination efforts from what was assumed in the original contract to ensure a streamlined and efficient delivery of the project through to completion. The need for this supplementary coordination is due to the additional project features that arose during preliminary design such as the addition of retaining walls, utility relocation, and the tie-in with the City's roadway extension. This amendment will allow for additional project team meetings and technical focused meetings with Caltrans staff to facilitate approval of the final design.

Staff has reviewed the scope and cost proposal, and negotiated the amendment amount with Civil Works Engineers. Staff recommends the approval of

Amendment No. 2 to Contract No. C11022, to allow Civil Works Engineers to complete the final design of the project for an additional cost of \$286,509.02, for a revised total contract amount of \$2,110,813.02.

Financial Impact: This item is consistent with the adopted Fiscal Year 2013/2014 budget and the draft Fiscal Year 2014/2015 budget. Funding for this contract will be provided under Task No. 0883. The funding sources are 1990 Measure I Valley Fund – Major Projects.

Reviewed By: This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. SANBAG Contract Administrator and General Counsel have reviewed the agenda and Amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 11002 Amendment No. 02

By and Between

San Bernardino County Transportation Authority and Civil Works Engineers

Contract Description A&E Services for SR-210 Pepper Avenue IC for PA/ED and PS&E phases

Board of Director's Meeting Date: June 4, 2014	
Overview of BOD Action: Approve Amendment No. 2 to Contract No. C11002 with Civil Works Engineers for the SR-210 Pepper Avenue Interchange project for an increase of \$286,509.02 for a revised not to exceed contract amount of \$2,110,813.02.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$ 1,824,304.00	Original Contingency Amount	\$ 286,200.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$ 1,824,304.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ 286,200.00
Current Amendment Amount	\$ 286,509.02	Contingency Amendment	\$ 0
TOTAL CONTRACT VALUE	\$ 2,110,813.02	TOTAL CONTINGENCY VALUE	\$ 286,200.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 2,397,013.02

Contract Start Date 1/05/11	Current Contract Expiration Date 1/08/16	Revised Contract Expiration Date N/A
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain.		
The contract term was amended in Amendment 1 of the agreement from 1/08/14 to 1/08/16		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0883</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Funding for 0883 is with MSI 1990 Freeway 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:	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable MSI 1990 Freeway Funds	

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

PAUL MELOWTON		4/30/14
Project Manager (Print Name)	Signature	Date
		5-1-14
Task Manager (Print Name)	Signature	Date
Andrea Wreck		5/8/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
		5/18/14
Contract Administrator (Print Name)	Signature	Date
		5/14/14
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 2

TO

CONTRACT NO. C11002

BETWEEN

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

AND

CIVIL WORKS ENGINEERS INC.

This AMENDMENT No. 2 to Contract No. C11002 (this "Amendment"), by and between Civil Works Engineers Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH:

WHEREAS, AUTHORITY, under Contract No. C11002, has engaged the services of CONSULTANT to provide professional services for preliminary engineering, environmental services, and preparation of plans, specifications, and estimates; and

WHEREAS, AUTHORITY and CONSULTANT desire to amend the aforesaid contract to include additional scope of work and associated cost.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend Contract No. C11002 as follows:

1. Delete the first sentence of Paragraph 3.2 of Article 3, "Contract Price and Cost Principles", in its entirety and replace with the following:

The total cost shall not exceed two million, one hundred ten thousand, eight hundred thirteen dollars and two cents (\$2,110,813.02), and a contingency of two hundred eighty-six thousand two hundred dollars (\$286,200.00).

2. Amend Attachment A of C11002 by adding Attachment A of this amendment.
3. Except as amended by this Amendment, all other provisions of the C11002, as amended, shall remain in full force and effect.
4. This Amendment No. 2 is effective on the date executed by AUTHORITY.

IN WITNESS WHEREOF, the authorized parties have below signed:

CIVIL WORKS ENGINEERS INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Marie Marston
President

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

ATTACHMENT A
State Route 210 Pepper Avenue Interchange Project
Additional Scope of Services

Project Management

Consultant will perform project management activities for an additional period of eight (8) months. Project management activities include coordinating with SANBAG and external parties, tracking the progress of work, administering contracts, coordination and supervision of project staff to facilitate the performance of work according to applicable standards and requirements. Deliverables include monthly progress reports, schedules, agendas, and meeting minutes.

Air Quality Conformity Analysis Report and Checklist

Consultant will prepare a separate Air Quality Conformity Analysis and the conformity checklist following applicable standards and requirements as published in the Caltrans SER and as directed by the Caltrans Environmental Chief.

Federal Register Notice

Consultant will prepare a notice for publication in the Federal Register by FHWA to start the federal environmental statute of limitations. This notice will be prepared in compliance with the SER and it is assumed that a Draft and Final version of the notice will be prepared and that coordination and publication of the notice will be the responsibility of Caltrans and FHWA.

San Bernardino Kangaroo Rat Studies

Consultant will perform focused San Bernardino Kangaroo Rat (SBKR) trapping as required by Caltrans and the United States Fish and Wildlife Service (USFWS) following applicable USFWS requirements and protocols. It is assumed that one (1) trapping survey shall be performed. Trapping is assumed to occur for a period of five (5) consecutive evenings to determine the presence or absence of the species within the project area. Trapping methodology shall conform to requirements by Caltrans and USFWS. Deliverables include a letter report summarizing the methodology, survey area, and results. Scope includes coordination with USFWS and other appropriate agencies as necessary.

Retaining Wall Plans

Consultant will perform work to design retaining walls for the project. It is assumed that a standard Type 1 wall can likely be utilized with a probable height of 10', and approximately 400' in length. Two walls are needed, one on each side of Pepper Avenue. Work will include foundation related studies as well as the preparation of PS&E for the walls consisting layout, profile, typical section, details, quantities, specifications, and estimates. It is assumed that the design can utilize a Caltrans standard retaining wall and therefore, will not require special calculations or processing and approval through Caltrans Division of Engineering Services (DES). Work shall conform to applicable Caltrans standards and requirements and as directed by the Caltrans Design Office Chief.

Erosion Control Plans

Consultant will prepare erosion control plans for the project. Work shall conform to applicable Caltrans standards and requirements and as directed by the Caltrans Design Office Chief.

Traffic Management Plan

Consultant will prepare additional language and exhibits in the Traffic Management Plan (TMP) to address traffic on Pepper Avenue. This information will address the maintenance of traffic along Pepper Avenue during the intersection construction, and will address the mitigation of those impacts. Consultant shall prepare the TMP to comply with Caltrans requirements and as directed by the Caltrans Design Office Chief. It is assumed that two additional exhibits will be prepared.

Plans, Specifications, and Estimates (PS&E)

Consultant will perform work necessary to reflect the extension of Pepper Avenue through to Highland Avenue and to include federal requirements in the final PS&E package. Work shall conform to applicable Caltrans standards and requirements and as directed by the Caltrans Design Office Chief. It is assumed that preparation and submittal of the Request for Authorization (RFA) package shall be the responsibility of SANBAG.

Utility Relocation Coordination

Consultant will perform work to coordinate utility relocation within the Project limits. Work includes coordination with utility companies. It is assumed that two utilities will be relocated prior to or during the project as needed for the proposed interchange.



- 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: June 4, 2014

Subject: Declaration of Surplus Parcels for the Interstate 15 (I-15)/Interstate 215 (I-215) Interchange (Devore) Reconstruction Project

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

Approve determination that APN 0348-132-17, APN 0349-152-18 and 19, APN 0349-152-11, APN 0349-152-13, and 0349-111-18 are surplus parcels for the I-15/I-215 Devore Reconstruction Project and are no longer necessary for construction, staging, storage, or mitigation/exchange on the project or any other anticipated future use, and authorize disposition of said surplus parcels once necessary code compliance conditions are met.

Background: SANBAG and the State of California Department of Transportation (Caltrans) are involved in a joint agency project designed to improve public safety and alleviate traffic congestion at the I-15/I-215 Devore Interchange. Per SANBAG's right-of-way Cooperative Agreement with Caltrans, approved at the June, 2011 Board meeting and amended at the March, 2012 and April, 2013 Board meetings, SANBAG is responsible for the acquisition and payment of all right-of-way required for the project. SANBAG has been acquiring the right-of-way in Caltrans' name for their use for the project. Some of these properties that were acquired in parallel with the design-build process have now been declared by Caltrans excess to the project's needs. Design changes and optimization have now eliminated the need for these parcels. Caltrans has determined that these parcels are no longer necessary for construction, staging, storage, or

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.
 BRD1406e-ds

mitigation/exchange on the project, or any future use, and SANBAG staff and the design-builder have concurred with this assessment.

Once the properties were declared excess by Caltrans and the design builder, the excess property was transferred from Caltrans back to SANBAG for disposition per the cooperative agreement. Under California Government Code Sections 54220-54232, San Bernardino Associated Governments (SANBAG) can then offer properties for sale to private individuals and companies when certain conditions are met. Prior to the disposition of any property, SANBAG must determine whether the property is needed for any future use and the SANBAG Board of Directors must declare the property surplus. Staff is recommending the Board make these findings. Following declaration by the SANBAG Board that the properties are surplus, a 60-day public agency notification period can then be initiated for City and County agencies within the jurisdiction of the parcels. If no interest is expressed, SANBAG may offer the surplus property to the open market.

The following properties below have been identified to be surplus to the needs of this joint agency design-build project and are immediately adjacent to the project area:

CPN	APN	Former Owner	Address	Property Type
22491	0348-132-17	Kenaston	18730 Cajon Blvd.	Vacant land
22530	0349-152-18, 0349-152-19	Gudino	18346 Arrowhead Blvd.	Vacant land
22531	0349-152-11	Alcantara	18289 Santa Fe Ave.	Single Family Residence (SFR)
22532	0349-152-13	Canales	18281 Santa Fe Ave.	SFR
22544	0349-111-18	Martin	1000 Greenwood Ave.	SFR

In preparation for sale at the appropriate time, staff will ensure full clearance of all improvements, that a new legal description is prepared for each remnant parcel, that the value has been determined, and that SANBAG has the ability to convey clear title of the surplus property.

Based on and subject to applicable government codes and guidelines regarding disposition of surplus property, staff recommends that the above referenced parcels be declared by the Board as surplus and approved for immediate offer.

Financial Impact: This item is consistent with the current Fiscal Year 2013/2014 budget under Task No. 0880.

Reviewed By: This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. SANBAG General Counsel and Contract Administrator have reviewed this agenda 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: 8

Date: June 4, 2014

Subject: State Route 60 (SR-60) Central Avenue Interchange Improvement Project

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

1. Approve Cooperative Agreement No. R14050 with the City of Chino for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR-60 Central Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$20,591,000. The CITY's portion is \$12,493,964 and includes \$938,000 for SANBAG's Project Management. The Public's Share is \$8,097,036.
2. Waive the five-year contract term limitation set forth in Policy 11000 for Cooperative Agreement R14050.
3. Authorize the release of Request for Proposals (RFP) No. 14045 for the preparation of Project Study Report/Project Report and Environmental Document (PSR/PR&ED), and Plans, Specifications and Estimate (PS&E) for the SR-60 Central Avenue Interchange Improvement Project.

Background: The SR-60 Central Avenue Interchange is the third highest priority in the Measure I 2010-2040 Freeway Interchange Program. Central Avenue is a north-south arterial in the City of Chino and forms a tight diamond interchange with SR-60 (See Attachment B of R14050 for Conceptual Layout). This location has been experiencing high levels of traffic congestion resulting in substantial

*

Approved
 Board of Directors

Date _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

BRD1406d-pb

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/R14050.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/RFP14045.docx>

delays. As a result, the City has requested that the SR-60 Central Avenue Interchange Improvement Project move forward. The proposed project will widen the existing eastbound and westbound on-ramps, and widen the Central Avenue Bridge Overcrossing to accommodate vehicular, bike, and pedestrian traffic.

The Memorandum of Understanding (MOU) No. C14017 with the City of Chino was approved by the Board on October 2, 2013, for the development of the SR-60 Central Avenue Interchange project. The MOU did 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 Project.

Both agencies jointly developed the Cooperative Agreement No. R14050 to address the specific roles and funding responsibilities for the planning, environmental, design, right-of-way, and construction phases of the SR-60 Central Avenue Interchange Project. It is anticipated that SANBAG will be the lead agency for all phases of work, with the exception of Resolutions of Necessity for involuntary right-of-way acquisition which will be heard by either the California Transportation Commission or the City. Exhibit A of Contract No. R14050 provides the estimated cost by phase and the Public and Development Share contribution amounts. These project costs assume a low level environmental document with improvements limited to the local streets and SR-60 on-ramps only.

The Public Share of \$8,097,036 will be funded by Measure I Valley Freeway Interchange Funds. Additionally, staff has identified an estimated cost of \$938,000 for SANBAG Project Management. This will be fully funded by the City in accordance with Measure I Strategic Plan Policy 40005/VFI-34. When coordination with Caltrans occurs and the level of study for the environmental and engineering studies is known, the costs included within this agreement will be reviewed. If the costs exceed the current estimate then the agreement will be amended.

The termination date of the subject cooperative agreement is the earlier of the recorded Project Notice of Completion date or June 30, 2020. It is expected that the duration of all phases of the Project will exceed five years. Therefore, staff requests a waiver of the five-year contract term limitation set forth in Policy 11000.

Under Cooperative Agreement C14046, Caltrans will provide oversight for a Project Study Report-Project Development Support (PSR/PDS) Project Initiation Documents (PID). Government Code 65086.5 authorizes Caltrans to prepare PID for projects sponsored by Local Agencies, or review and approve planning documents developed by others as reimbursed work. Caltrans' estimated support costs are \$98,000. SANBAG will be reimbursed for actual costs. A separate

Caltrans agreement will follow for the environmental, right of way, design and construction phases. The Metro Valley Study Session approved the Cooperative Agreement C14046 with Caltrans on December 12, 2013. Policy No. 11000 authorizes the Executive Director, or designee, to approve and execute contracts up to \$100,000. Therefore, approval of Cooperative Agreement C14046 with Caltrans for PSR/PDS PID services is not included in this Staff Report.

The next step in the development of the Project is the circulation of the RFP for PSR/PDS PID, Project Report and Environmental and PS&E services. The attached Scope of Work for RFP 14045 is prepared for June 9, 2014, issuance pending Board approval.

Right of Way (ROW) certification services will be provided by one of SANBAG's three On-Call ROW consultants. The services will be competitively bid and awarded to the firm who best responds to the scope of work. Services include acquisition and utility relocation activities, establishment of eminent domain, demolition, property management and hazardous materials testing activities.

Staff is recommending Board approval of Cooperative Agreement No. R14050 with the City of Chino for PSR/PDS PID, PS&E, ROW, and Construction phases; and to authorize the release of RFP 14045 to procure the services of a consultant to prepare PSR/PDS PID and PS&E for the SR-60 Central Interchange Improvement Project.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget under Task No. 0893. The funding source is Measure I Valley Freeway Interchange Bond Fund and Local 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 December 12, 2013. SANBAG General Counsel and Contract Administrator have approved this item and the contracts.

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONTRACT SUMMARY SHEET

Contract No. R14050 Amendment No. 0

By and Between

San Bernardino Transportation Authority and City of Chino

Contract Description Coop for PSR-PR, PS&E, ROW and Construction Services

Board of Director's Meeting Date: June 4, 2014	
Overview of BOD Action: Approve Coop with City of Chino for PSR-PR, PS&E, ROW and Construction Services	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	12,493,964	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	\$	12,493,964	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 12,493,964

Contract Start Date May 7, 2014	Current Contract Expiration Date December 31, 2021	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0893</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? City of Chino	
<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: City of Chino. Total contract value is \$20,591,000. Public share is 41.2%, \$8,097,036 of Measure I Valley Freeway Interchange Program Fund and the City of Chino is 58.8%, 12,493,964.	
<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 _____ %	

Mary Brown	3/20/14
Project Manager (Print Name)	Signature Date
	3.29.14
Task Manager (Print Name)	Signature Date
Andrea Zureick	3/25/14
Dir. of Fund Admin. & Programming (Print Name)	Signature Date
Jeffery Hill	3/25/14
Contract Administrator (Print Name)	Signature Date
W. STWARSKI	3/26/14
Chief Financial Officer (Print Name)	Signature Date

COOPERATIVE AGREEMENT NO. R14050

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS,
SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND
CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND
STATE ROUTE 60 IN THE CITY OF CHINO**

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of CHINO (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), and construction, or December 31, 2021 whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, CITY intends to improve the State Route 60 at Central Avenue Interchange in the City of CHINO; and
- B. WHEREAS, planned improvements include widening the existing eastbound and westbound on ramps and the existing Central Avenue Bridge Overcrossing as further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT.
- F. WHEREAS, the project is estimated to cost a total of \$20,591,000 which includes \$938,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project; and
- G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and
- H. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at \$800,000, and is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and
- I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at \$19,653,000 which shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To coordinate with Caltrans for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the California Transportation Commission in the event voluntary acquisition is unlikely.

- C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed \$8,097,036 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$8,097,036 without an amendment to this agreement.
- D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, and Construction work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$11,555,964 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and \$938,000 for SANBAG management for an amount not to exceed \$12,493,964 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$12,493,964 without an amendment to this agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. 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 AUTHORITY 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 CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, and construction documents within one month of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. **MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW and Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

- J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- L. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY:

Jose Alire
Department of Public Works
13220 Central Avenue
Chino, CA 91710
Telephone: (909) 334-3400

- S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. R14050
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF CHINO**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF CHINO

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

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
CITY Counsel

By: _____
Jeffery Hill
Contract Administrator

Attachment A

PROJECT DESCRIPTION

The CITY of Chino and SANBAG propose to widen the existing eastbound and westbound on ramps and widen the existing Central Avenue Bridge Overcrossing from ramp to ramp to accommodate two additional through lanes and bike paths. This is a more cost effective approach than the alternative developed by Caltrans in the draft Project Study Report EA OC870K which includes auxiliary lanes and a partial clover ramp resulting in a project cost of \$44 million.

PROJECT FUNDING TABLE

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 58.8%

Local Jurisdictional Split of the DIF Share between Chino, County and Montclair

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	\$433,000	\$178,396.00	\$254,604.00
Project Report and Environmental Approval	\$442,000	\$182,104.00	\$259,896.00
PS&E	\$876,000	\$360,912.00	\$515,088.00
Right-of-Way Acquisition and Utility Relocation(including \$108,000 for Utilities)	\$1,151,000	\$474,212.00	\$676,788.00
Construction and Construction Management***	\$16,419,000	\$6,764,628.00	\$9,654,372.00
Landscaping Maintenance	\$332,000	\$136,784.00	\$195,216.00
SANBAG Oversight**	\$938,000	\$0.00	\$938,000
Total	\$20,591,000	\$8,097,036	\$12,493,964

*Estimated Costs are based on March 11, 2014 feasibility study and are escalated at 3.5% per year. Coordination with Caltrans has not occurred to determine the level of environmental and engineering documents. Low level documents are assumed.

** Oversight is not escalated

*** Includes the City's estimate for hard scape/landscaping

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	January 2017
Plans, Specifications & Estimate (PSE)	January 2019
Right of Way (ROW)	January 2019
Construction Start	June 2019
Completion for Beneficial Use	December 2020

ATTACHMENT A - SCOPE OF WORK

RFP No. 14045

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority ("SANBAG") is seeking professional services for the development of a Project Study Report/Project Development Support (PSR/PDS) Project Initiation Documents (PID); Project Report (PR) and Environmental Document (ED); and *optional services* to develop the Plans, Specifications and Estimate (PS&E) for the State Route 60 (SR 60) Central Avenue Interchange Project ("Project") in the City of Chino (EA 0C670K). SANBAG Sales Tax Measure I Funds and City Funds will be used to cover the cost of the preparation of the PID/PR&ED and PS&E. Construction is anticipated to be funded by a variety of local, state, and Federal sources.

The Central Avenue Interchange is located on SR 60 at Post Mile R2.37, approximately 1.0 mile east of the Ramona Avenue Interchange and about 1.3 miles west of the Mountain Avenue Interchange. The Project is anticipated to achieve the goal of reducing congestion during peak hours by widening the existing eastbound and westbound on ramps and modifying the existing Central Avenue Bridge Overcrossing to accommodate two additional through lanes, bike paths, and sidewalks. The Project Concept is shown in Figure A.1.

Caltrans is the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance. Determination of NEPA and CEQA, as well as the list of deliverables to satisfy the ED requirements will be established in the early Project Development Team (PDT) Planning Session.

Preliminary Engineering Services are anticipated to include preliminary engineering, preparation the Geometric Approval Drawings (GAD), Project Initiation Documents, Draft Project Study Report/Project Report, and Final Project Study Report/Project Report.

The PID may lead to the determination that there is only one viable build alternative. The Environmental Document may be limited in scope and requirements. Prior to starting the environmental studies, the requirements will be defined by the PDT.

After the Preliminary ED is circulated, and the Final ED is approved, the PS&E phase will commence. PS&E services include Right-of-Way (ROW) engineering and construction management support.

For purposes of the RFP assume the following delivery schedule:

PID/PR&ED	January 2015 – December 2016
PS&E	January 2017 – December 2018
ROW	January 2017 – December 2018
Advertise	February 2019
Construction	June 2019 – December 2020
Project Opening	December 2020
Landscape Maintenance	June 2021 – June 2024

FIGURE A.1 - PROJECT CONCEPT

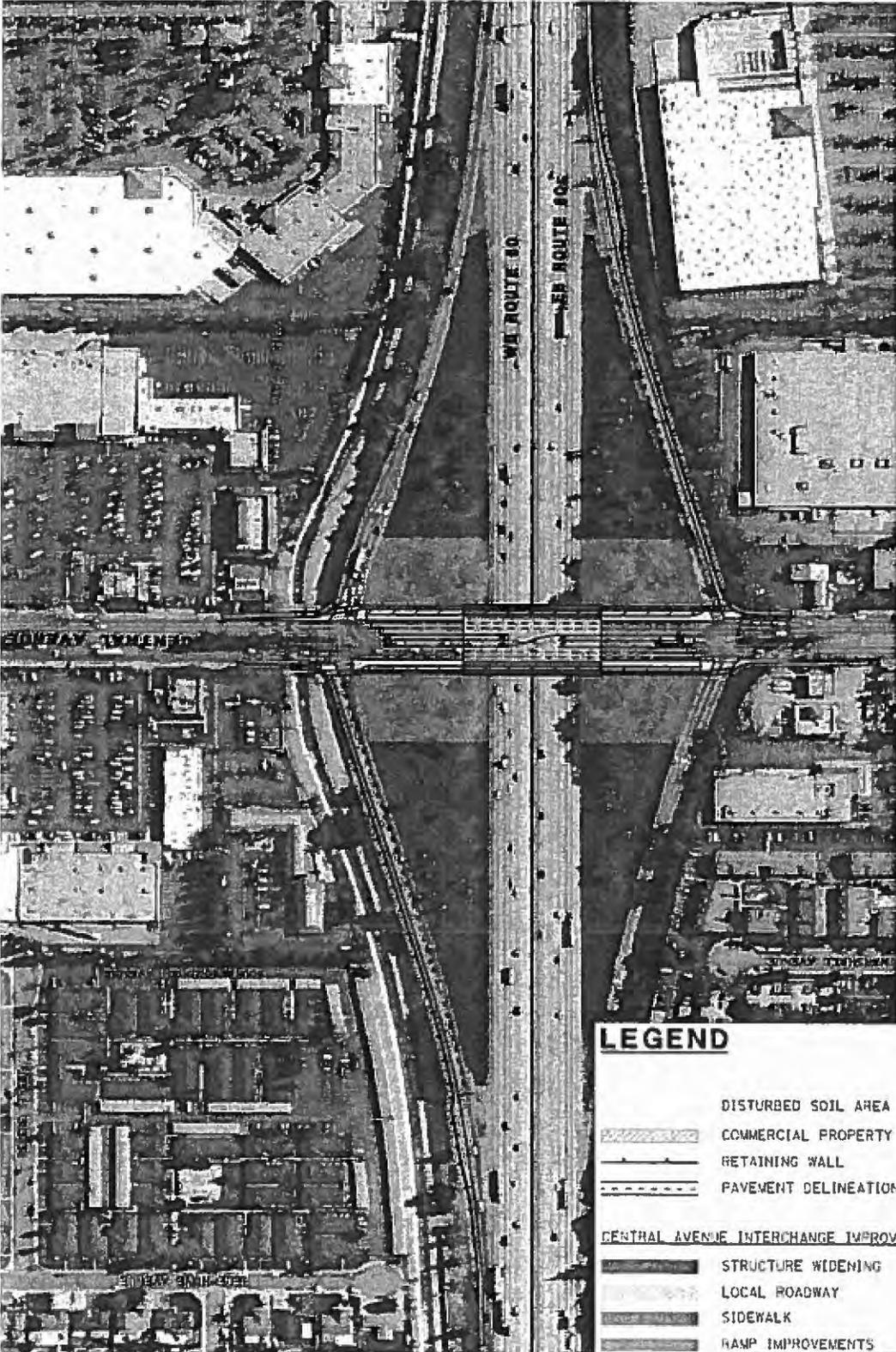
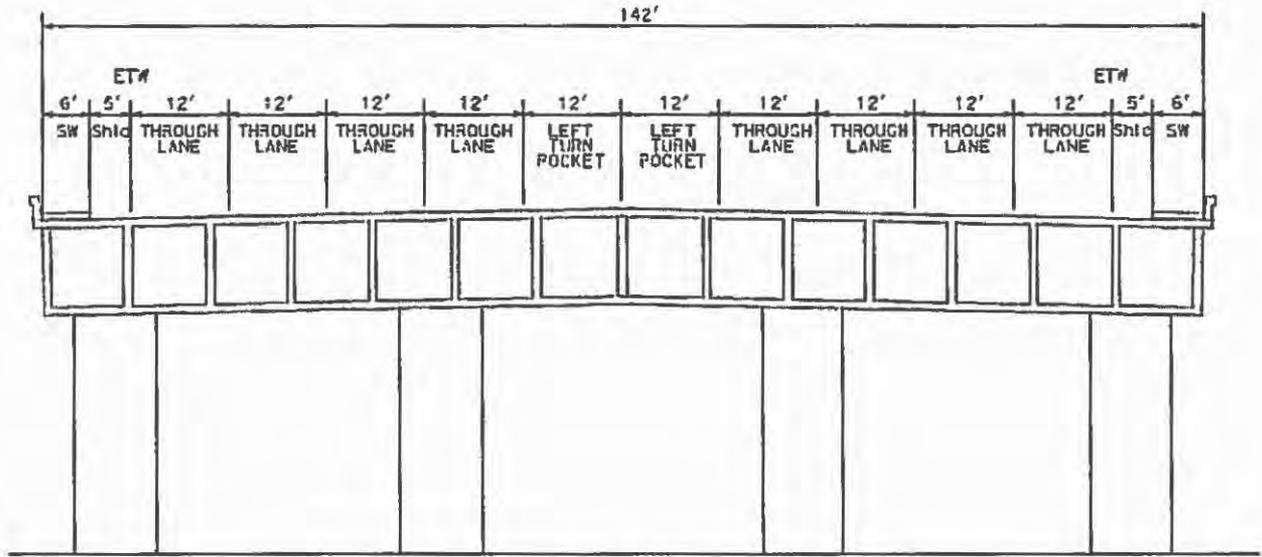


FIGURE A.1 - PROJECT CONCEPT (cont)



ULTIMATE CONDITION

I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SANBAG, Caltrans, San Bernardino County (County) and City of Chino (City) regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract (Attachment B).
- B. Consultant Services include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID/PR&ED and optional PS&E Project phases.
- C. The deliverables list for the PID/PR&ED will be refined during the planning and scoping PDT meetings. Not all deliverables may be required.
- D. Develop and maintain a Project schedule. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- E. Prepare the necessary Caltrans Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.
- F. Employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, Consultant observes, encounters, or identifies any circumstance that could pose potential risk, Consultant shall notify SANBAG immediately.
- G. The design will be prepared in English units.
- H. No Modified Access Report (MAR) is anticipated.
- I. A stand-alone Project Study Report or Preliminary Environmental Analysis Report (PEAR) may not be required. The requirement will be defined in the PDT planning session. For purposes of the RFP, assume that a PEAR is required.
- J. It is SANBAG's practice to involve the community in the projects. Assume a Public Hearing or Public Informational Meeting will be held.
- K. Prime contract terms and conditions will be incorporated into the subcontract agreements.
- L. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Workplan Standards Guide for Delivery of Capital

Project will be used. Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.

- M. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- N. The final technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.

III. ASSUMPTIONS

- A. The Consultant will develop and evaluate up to two-build and one no-build alternatives to address the operational deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative. Alternatives will consider improvements ranging from on- and off-ramp widening to interchange reconfiguration/reconstruction. At the conclusion of this evaluation, one alternative will be carried forward for further development and analysis.
- B. Assume there will be three meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- C. Assume 20 hard copies and 3 CDs of all major deliverables. Consultant will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the points of contact, number of hardcopies and format of softcopies.
- D. Assume 10 noise receptor locations for the existing, future no-build and build alternatives. Screening analyses will be conducted as specified in the CO protocol. If required, conduct a CALINE4 modeling for CO hot spots.
- E. Assume Level of Service C/D volumes for the main lines and the modeled 2040 traffic volumes for the ramps to determine traffic noise impacts.
- F. Assume one peer and two Caltrans reviews for each major deliverable.
- G. The National Environmental Policy Act (NEPA) Environmental Document is assumed to have a Categorical Exclusion (CE).

- H. The California Environmental Quality Act (CEQA) Environmental Document is assumed to be CEQA Initial Study and Mitigated Negative Declaration (MND).
- I. It is assumed that the project will be processed under the United States Army Corps of Engineers (USACE) Nationwide Permit Program (NWP).
- J. It is assumed that a California Endangered Species Act 2081(B) State Incidental Take Permit is not required.
- K. Analyze and research the ROW impacts of the proposed Project build alternatives assessing any temporary and permanent easement and permanent fee impacts for up to 20 unique Assessor's Parcel Numbers. Up to 3 alignment studies will be analyzed.
- L. This Fact Sheet scope of work assumes documentation of 2 exception locations between the mandatory and advisory fact sheets. It is assumed that 2 supplemental fact sheets will be prepared as a part of the PS&E phase.
- M. Construction Support will include response to 25 Requests for Information, review of 50 shop drawings, attendance at 20 one-hour coordination meetings.

Task 100 Project Management

The services provided include the initiation and planning of the project, and the execution, control and close out of the project. Tasks include:

- Initiation and planning of the project.
- Overall project management and supervision of project staff to facilitate the performance of the work.
- Coordination with local, state, and federal regulatory agencies.
- Coordinate with members of the Project Development Team (PDT).
- Tracking progress of the work.
- Administering subcontracts and directing their work.
- Preparation of a Subcontracts Management Plan.
- Attending public workshops.
- Preparing invoices using the Level 5 WBS described in the Workplan Standards Guide for the Delivery of Capital Projects. Include the progress report describing activities by the WBS
- Conducting meetings over the Project Period of Performance.
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings.
- Organizing the Kick-off Meeting with Caltrans, SANBAG, and Project stakeholders to define the project and project limits, review roles and responsibilities, and determine which PID/PR&ED Document deliverables are necessary to meet the Project approval requirements.
- Development and maintenance of the Work Plan and Project Schedules throughout the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The schedule will be prepared using the Critical Path Method. Corrective or remedial actions to recover schedule loss will be included.

- Development and use of a Project Specific Quality Assurance and Quality Control Plan.
- Development and use of a Project Management Plan.
- Development and use of a Risk Management Plan.
- Development of a project-specific, phase-specific Safety Plan.
- Development and use of a Records Management Plan.

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
- Monthly Project Master Schedule delivered one week prior to the PDT meeting.
- Subcontracts Management Plan
- Monthly Progress Payment Invoices for services completed over the last period.
- Monthly Progress Reports based on physical percent complete
- Project specific Quality Management Plan
- Project Management Plan
- Project specific Risk Management Plan
- Project specific, phase specific Safety Plan
- Records Management Plan
- Final copy of all major deliverables during close-out

Task 150/160 Project Initiation Documents, Preliminary Engineering Studies and Draft Project Report

Work involves the preparation, review, and approval of a Project Initiation Document. Prior to starting these activities, the Contractor will host a scope definition meeting to determine which PID (PSR/PDS) and PR documents are required.

Problem Definition: Analyze available information to resolve the project's need and purpose. Determine the existing and future Level of Service (LOS) in the no-build scenario and analyze volumes. Develop Purpose and Need Statement.

Alternatives Development: This activity includes development of potential alternatives and reaching consensus with internal/external stakeholders that will be addressed in the PID. This activity may be limited to one build alternative.

Project Initiation Documents: The PSR-PDS document is used to gain approval for the project studies to move into the Project Approval and Environmental Document (PA&ED) phase. The PSR-PDS is used to estimate and program the capital outlay support cost necessary to complete the studies and work needed during PA&ED. The required information is reduced with much of the detail being completed during PA&ED. The document requirements are defined in Appendix S of the Caltrans Project Development Manual. Specific requirements will be defined in the PDT planning session.

Surveys and Maps: Efforts included the compilation and delivery of existing survey and boundary information.

Engineering Studies:

- Topography
- Structures Advanced Planning Study: This task includes all efforts required to develop, review, approve and distribute Structures Advance Planning Studies. An APS is required to identify the structure's scope of work and preliminary cost. The APS is included in the Project Initiation Document.
- Utility Locations: Review the existing plans, as-builts and a field review of the area. Identify utility needs, inspect facilities and prepare a utility estimate for inclusion in the ROW Data Sheets
- Monitoring Surveys
- Preliminary Investigation Report: This task includes preparation of photographs and descriptions of the proposed work-site conditions; processing the BSS, site and topographic data in preparation of foundation plan creation.
- Foundation Plan: This task includes the creation of the foundation plan and submitting to DES Structure Design to be incorporated into structure plans.
- Paved Surface Survey
- Geometric Plans, Horizontal and Vertical Alignments
- Geotechnical Report: The task includes efforts required to prepare a Geotechnical Report which typically consists of field reviews, researching existing files, literature reviews and information gathering, such as proposed plans/alternatives and location history. Determine if a limited subsurface exploration is required to provide sufficient information to produce a Geotechnical Report. The subsurface exploration can include, but not limited to test borings, soundings, and/or geophysics.
- Storm Water Data Report: In general, a Storm Water Data Report (SWDR) is required for every project. Depending upon the extent of soil disturbance and degree of storm water impacts a short form may be used. Caltrans concurrence is required.
- Value Analysis: The project has limited scope and options. A VA may not be required.
- Hydraulic/Hydrology Studies: The task includes review and inspection of existing facilities to determine the need to upgrade or replace the existing drainage system and culvert inspection study
- ADA Compliance

Transportation Problem Definition and Site Assessment:

- Compile and review existing background information that may impact the alternatives under consideration.
- Review existing reports studies and mapping including planning documents, field reviews, as-builts, base mapping, weigh in motion master plan, existing surveys and ROW maps, TASAS and Pavement Management System (PMS) adjacent projects under development.
- Develop project constraints and information required to determine the extent of the existing problem and future needs including discussions with internal and external stakeholders.
- Analyze the existing problem and future requirements to determine the project's need and purpose.

Traffic Studies

- Preliminary Traffic Design
- Traffic Operational and Safety Analysis

- Traffic System and Signal System Review
- Pavement Survey
- Traffic Capacity Analysis and Modeling: Use macroscopic and/or micro-simulation modeling, as appropriate, to perform traffic capacity analysis on existing and future year project specific State highways. Prepare future traffic projections, traffic indices and design designations.
- Transportation Management Plan:
 - Prepare itemized estimate of proposed TMP strategies and their respective costs for the Project Initiation Document.
 - Identify TMP elements that need to be in place prior to start of construction as stage construction.
 - Form and meet with TMP team, which may include the District TMP Manager.
 - Coordinate major closures with neighboring Caltrans districts, CHP and local agencies to determine impact on this project.
 - Update TMP/lane closure database.
- Multimodal Review: This review addresses temporary construction and permanent impacts as well as possible improvements to:
 - Pedestrian facilities (required)
 - Bicycle facilities (required)
 - Transit facilities (potential)
 - Park and Rides (potential)
- Intersection Control Evaluation: Caltrans Policy Directive, October 2013, requires that all capital projects evaluate the use of alternative intersection control designs, specifically, roundabouts, single point interchanges and diverging diamonds. The reviews include footprint reduction, improved LOS, elimination of left turn lanes, costs including maintenance and operations, and safety.

Preliminary Base Maps and Plan Sheets: Prepare exhibits, geometric base maps and functional base plan sheets.

Public / Local Agency Input: Due to the limited impact of the facility, a Public Meeting may not be required. It is SANBAG's policy to hold Public Meetings to solicit support and inform the public of activities. Activities may include:

- Development of Community Action Plan.
- Preparation of information for Scoping Meetings with public and local agencies.
- Reaching consensus on which alternatives to address in the PID.

Right of Way Data Sheets: The task includes assessment of ROW requirements, obtaining public records, preparation of ROW cost estimates and cost estimate maps, and generation of approved exceptions to Encroachment Policy.

Environmental Constraints Identification: Identify and delineate any environmental resources or issues that might affect initial alternative(s) selection. Prepare a base environmental constraints map, if required.

Fact Sheet for Exceptions to Design Standards: Complete the Design Information Bulletin 78 Checklist to document non-standard features. Prepare Fact Sheets to document non-standard features within the Project. The consideration of non-standard features will be closely coordinated with Caltrans to assure acceptability and

compliance with state and federal requirements.

Materials Report: The MR includes the deflection study, corrosion study, and identification materials required for completion of the project.

Construction Estimates: The Construction Estimates are used to program the project. The estimates include:

- Adequate scoping for each alternative
- Worst case scenario
- Reconstruction of existing features
- Right of Way costs, including utility relocation
- Mitigation costs for hazardous materials and other environmental impacts
- Existing and forecasted traffic
- Geotechnical design, especially foundation and slope stability features
- Materials
- Pavement structural sections design
- Noise barriers
- Retaining walls
- Major storm drains
- Proposed Structures
- Traffic handling and traffic management
- Recycling

Draft Project Report and Programming Document: Assume the project has only Categorical Exemption/Exclusions. This activity includes all tasks required to develop the text, exhibits and cost estimate required for a Draft Project Report and development and approval of any design exceptions.

Draft Project Report Circulation Review and Approval: This activity includes development of the PR text and exhibits; circulation; review and update the PR; and development and approval of any required design exceptions and/or FHWA Access Modification Request.

Deliverables:

- PDT agreement on required documents
- Purpose and Need Statement
- PSR/PDS Document
- Survey and Mapping Products
- Engineering Studies
- Traffic Studies
- Access Modification Report
- Approved Exceptions to Encroachment Policy
- Preliminary Centerline and Right of Way line location map
- Right of Way Data Sheets and Cost Estimate Map
- Utility Location Maps and Relocation Assessment
- Community Action Plan
- Fact Sheets
- Materials Report
- Cost Estimates

- Technical Reports/Abstracts for use in Environmental Document
- Draft Project Report and Programming Document
- Draft Project Report Circulation Review and Approval

165 Environmental Studies and Environmental Document

The environmental studies determine the environmental impact of a Capital Outlay Project. The end product is approval to circulate the Draft Environmental Document.

Preliminary Environmental Analysis Report (PEAR) may be required to support the PSR/PDS. The PEAR includes:

- Discussion of potential impacts related to alternatives capable of functioning adequately meeting Caltrans policies.
- A discussion of environmental resources and a description of the potential project issues or impacts, which could delay the project or affect any project alternative.
- Description of studies that are needed to complete an environmental evaluation.
- A recommended environmental determination/documentation and a tentative schedule for its completion. If an environmental document is required, specify the lead agency for its preparation.
- An initial site assessment (ISA) for hazardous waste, if the project includes the purchase of new right-of-way, excavation, and/or structure demolition or modification.
- Identification of required or anticipated permits or approvals.

Environmental Scoping of Alternatives Identified: Alternatives are based on those developed and documented in the Programming Document, with additions or deletions as required. Identify and delineate any environmental resources or issues that might affect initial alternative selection. Preparation of a base environmental constraints map may be required. The first activity is to obtain PDT concurrence on which environmental studies are required.

Public and Agency Scoping Process: Prepare and publish legal notices, and perform all public and agency participation tasks related to the overall environmental product prior to circulation of the Draft Environmental Document to the public. Tasks include:

- Preparation of the Draft Notice of Intent for FHWA publication, Notice of Preparation, mailing list and State Clearinghouse.
- Preparation of a Public Participation Plan, MPO/Air Pollution Control District (APCD), Public Participation Plan, Minutes, records of meeting, newsletters, press materials, and Public Participation Reports.
- Preparation of notification of initiation of environmental studies, conduct and document Public and Agency environmental scoping meeting(s)

Environmental Studies: The Project has limited or minor impact. All Environmental Studies may not be required. Obtain PDT concurrence on the environmental studies required. Prepare all necessary studies and documents necessary to prepare the Draft Environmental Document.

Environmental Analysis Report: Identify the potential environmental impacts of each alternative, as well as potential mitigation costs. Costs developed in this activity will be

used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs.

Noise Study: Analyze build and no-build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol requirements. Tasks include:

- Conducting a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Preparation of a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis.
- Conducting short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Computing the traffic noise levels using the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the build and no-build alternatives. Identify areas where the traffic noise levels approach or exceed Noise Abatement Criteria.
- Identifying noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conducting reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyzing construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Preparing the Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier.
- Preparing a noise section of the ED to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

Scenic Resource and Landscape Architecture Review: Determine if scenic resources exist within the project limits, and whether these resources will be impacted by the project.

Landscape Architectural Review Tasks include development of:

- Design strategies that integrate the project with the surrounding environment.
- Erosion control, slope design, and Storm Water Data Report recommendations.
- Replacement Highway Planting and Mitigation Planting requirements.
- Integration with the Comprehensive Corridor Plan, if available.
- Traveler and Worker Safety report.
- Preservation of Historic Period Landscapes recommendations.

Historic Property Survey Report (HPSR) is the principal format used to present the findings of all cultural resources studies for federal undertakings as required by 36 CFR Part 800. All tasks and documents are scoped to be completed per the guidelines set forth in the Caltrans SER Caltrans Environmental Handbook, Volume 2, Cultural Resources (February 3, 2012) and the Programmatic Agreement among the Federal

Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the Caltrans Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program.

Conduct Native American consultation per Section 106 of the National Historic Preservation Act. This includes contacting the Native American Heritage Commission for a search of its Sacred Lands File and a list of parties with cultural ties to the APE. Prepare a summary of the Native American consultation to appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

Historical Resources Evaluation Report (HRER): Prepare an HRER. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the Project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

Community Impact Analysis (CIA) Land Use and Growth Studies: Complete the CIA in accordance with Caltrans Environmental Handbook, Volume 4 guidance. Tasks include:

- Performing ethnicity and economic studies to determine the characteristics of the communities affected by the Project. The demographic and socioeconomic data will be obtained from the latest government census data. This includes addressing Environmental Justice requirements.
- Performing land use studies to determine the relationship of the Project to local, regional, and other planning policies, and identify compatibility issues with existing land uses.
- Identifying any potential Section 4(f) resources in the Project vicinity and analyze any impacts.
- Addressing growth inducement issues.
- Identifying affected property owners, communities, public facilities within the Project area of influence.
- Evaluating direct, indirect, and cumulative impacts of the proposed Project alternatives to affected communities pertaining to social impacts (relocation of housing, businesses, population characteristics, community institutions, community stability and cohesion); economic impacts (change in employment, property values, income gains or loss, tax base changes); land use and growth (consistency of Projects with local plans, shift in location where growth will occur, development opportunities enhanced); and public services impacts (schools and health systems, police and fire protection, accessibility and parking, utilities).
- Addressing ROW impacts based on the results of the Relocation Impact Report (a separate task under this scope of services).
- Addressing potential environmental justice impacts (unavoidable adverse effects that would be disproportionately borne by minority and/or low-income populations).
- Coordinating with local and regional agencies, ethnic and community groups, and business organizations.
- Preparing a CIA technical report outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Preparing relevant community impact sections for inclusion in the ED.

Air Quality Study: Determine impacts to regional and local air quality associated with implementation of the proposed Project per the current state and federal requirements. Conduct all required interagency coordination as part of the local and regional air quality conformity determination. Prepare an air quality conformity report to be submitted to FHWA for review and approval. The Air Quality Analysis will be prepared in accordance with Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas, Transportation Project-Level Carbon Monoxide Protocol (CO Protocol), and FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents. Include a Climate Change section consistent with the Caltrans SER.

The Air Quality Analysis will document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering and environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified. Tasks include:

- Conducting early consultation with Caltrans air quality staff to confirm appropriate scope of work, data requirements and analysis approach.
- Summarizing current regulatory framework (federal and state regulations), conformity designations and current ambient monitoring station measurements for criteria pollutants.
- Identifying sensitive receptors within the Project area.
- Calculating regional burden emissions using available traffic analysis output for criteria pollutants; tabulating existing conditions and no-build/build comparisons for year of opening and applicable horizon year.
- Conducting CO hot spot analysis for selected sensitive receptor locations; tabulate results for existing conditions and no-build/build comparisons for year of opening and applicable horizon year.
- Conducting qualitative analysis for PM₁₀ and PM_{2.5}.
- Preparing draft submittal for conformity interagency consultation with SCAG Transportation Conformity Working Group (TCWG); review with Caltrans staff and assist in presentation to TCWG.
- Preparing qualitative assessment of mobile source air toxics (MSATs) following guidelines in the FHWA's "Interim Guidance Update on Air Toxic Analysis for NEPA Documents."
- Preparing qualitative discussion of construction impacts.
- Addressing impacts of the proposed Projects on climate changes following the latest guidelines issued by Caltrans Headquarters at the time the analysis is conducted.
- Preparing an air quality impact section for inclusion in the ED.

Water Quality Studies: Prepare a WQAR using the Caltrans Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention BMPs, construction site BMPs, and

treatment BMPs that are applicable to the Project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The Project's potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project engineer and incorporated into the WQAR.

Floodplain Study: Perform a floodplain evaluation in accordance with the requirements of Executive Order 11988 and CEQA guidelines. Utilize the Floodplain Encroachment Evaluation Guideline, by reviewing the most recent Federal Emergency Management Agency (FEMA) Federal Insurance Rate maps of the Project area and identifying the limits of the base (100-year) floodplain and regulatory floodway. Prepare a Summary Floodplain Encroachment Report based on a Location Hydraulic Study. This scope of work presumes that the proposed alternatives will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is consistent with existing watershed and floodplain management programs. The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Paleontology Study: All tasks will be conducted/prepared per the guidelines set forth by Caltrans SER, Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology (Revised February 2012); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995 and 2010). The tasks are:

- **Locality Search:** Conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained by the Consultant. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey:** Depending on the results of the locality search, complete a windshield or pedestrian survey of the Project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the Project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR):** This report details results of the locality search, the geological investigation, and the field survey. Assess whether there are known or reasonably anticipated paleontological resources within the Project footprint. If so, based on the description of proposed work and excavation parameters, determine whether the Project excavation will impact those resources.
- **Paleontological Evaluation Report (PER):** Prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation.

Permits List: Prepare a list of permits required to complete project.

Visual Impact Assessment and Scenic Resource Evaluation: Perform all activities related to Visual Impact Assessment (VIA) and Scenic Resource Evaluation (SRE) for use in the environmental document, and prepare a technical report documenting study results. The VIA will be prepared to conform to the guidance provided in the "FHWA Visual Impact Assessment for Highway Projects" guide and the guidance and templates provided within the Caltrans SER. The studies and the preparation of the VIA will be conducted under the supervision of a licensed landscape architect. Coordinate with the SANBAG and Caltrans to determine the locations of viewpoints and prepare a Draft VIA. Prepare a final VIA. Tasks include:

- Conducting site visits to document through digital photography, existing views within the Project area and supporting features for use in the preparation of simulated views.
- Preparing photographic simulations to support key viewpoints and showing existing versus build conditions.

Location Hydraulic and Floodplain Study Reports: Perform all activities related to preparing a Location Hydraulic Study, including structures hydraulics, for use in the environmental document and Draft Project Report, and a flood plain study for use in the Environmental Document, and prepare a technical report or reports documenting study results. These studies are usually combined into one document since they address largely the same issues. The Location Hydraulic Study is a specific FHWA requirement where a project will encroach on a flood plain. The Flood plain Study may consider a broader range of issues than FHWA requires for the Location Hydraulic Study, and is usually part of the information required to deal with the Corps of Engineers in the 404 permit process.

Hazardous Waste Initial Site Assessments/Investigations: Hazardous waste Initial Site Assessment (ISA). An ISA is required for all projects. Conduct a hazardous waste initial site assessment (ISA) for the Project and prepare an ISA consistent with *Caltrans Preparation Guidelines for Initial Site Assessments*. The results of the ISA will determine the level of further investigation required. Tasks include:

- Conducting an agency records search to identify hazardous waste sites located within the Project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the Project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. Utilize a database service to perform this search with a ½-mile search radius from the Project boundaries.
- Conducting a field inspection and visual survey of the Project area via available public access to identify obvious areas of hazardous waste contamination.
- If hazardous waste sites are identified, evaluate potential impact to the Project and identify subsequent procedures to further evaluate the extent of potential contamination and remediation requirements.
- Aerially Deposited Lead (ADL) Report: Based on construction dates of the existing facilities, determine if ADL testing is required. If ADL testing is warranted, test unpaved areas of the Project at a spacing of 100 to 200 feet for ADL contamination and present the findings in a report. Utilize an approved Health and Safety Plan. Prior to field work, submit a Work Plan, detailing field activities to Caltrans. The Health

and Safety Plan will include guidelines for the use of personal protective equipment and sampling procedures and address procedures for sampling and laboratory analysis.

- **Bridge Asbestos and Lead Studies:** Based on the construction dates of the existing facility, prepare an asbestos and lead investigation recommendation. If warranted, investigate the existing overcrossing structure materials for the presence of asbestos and/or lead in paint. The survey for each bridge location will consist of sampling accessible, suspect friable and non-friable asbestos containing materials (ACMs) and suspect lead-based paints (LBPs) observed on any of the readily accessible bridge structural components. The results of the sampling and testing will be properly analyzed using methods consistent with Caltrans requirements. The findings will be submitted in a Project ACM/LBP report.

Preliminary Site Investigation for Hazardous Waste: If the ISA identifies potentially contaminated sites or properties, the available information must be evaluated to determine whether it is adequate to estimate risk to the Department and impacts to the Project cost, scope, and schedule. If the available information is not adequate to meet all of these needs, a Preliminary Site Investigation (PSI) and potentially, a Detailed Site Investigation (DSI) will be required. The results of these investigations will be used to prepare the hazardous waste section of the ED. The PSI consists of a confirmatory investigation to determine whether suspected contamination is actually present on the property or site. If the PSI indicates the presence of contamination that may impact the Project, but does not adequately delineate it, then a DSI is necessary. A DSI is conducted to determine the full nature and extent of contamination so that remediation costs, impacts to Project scope and schedule, and future liability to the state can be realistically estimated. Tasks include:

- Conducting a geophysical survey to clear the site of subsurface hazards prior to sample collection activities. The survey will include Ground Penetrating Radar (GPR), along with other electromagnetic (EM) methods to identify potential subsurface hazards.
- Soil and/or groundwater sampling will be conducted with direct push or hollow stem auger drilling systems. The sampling activities will be used to collect subsurface soil and groundwater samples and to assess the soil lithology and hydrogeology. The soil samples will be analyzed by an offsite State of California Certified laboratory for chemicals of concern.
- Secure Right of Entry signatures from the parcel owners, City, County or Caltrans.
- Prepare a limited PSI Work plan and Site-Specific Health and Safety Plan prior to commencement of field activities.
- Mark proposed borings, contact Dig-Alert, and perform a geophysical survey in an attempt to identify underground utilities and other features in the vicinity of proposed boring locations.
- Conduct a PSI (limited Phase II ESA). It is assumed that PSI will be conducted over the course of up to two days per site and will require two separate mobilizations. Right of entry permits will be required prior to accessing each site.
- It is anticipated that the field work can commence within one to two weeks upon written authorization by the client, approval of the necessary permits, and receipt of Right-of-Entry permits for each property. It is anticipated that a written report can be

completed within approximately eight to ten weeks after the notice to proceed. The PSI Report will include:

- o Summary of field activities;
- o Description of boring and sample locations;
- o Tabulated results of analysis;
- o Conclusions and recommendations;
- o Sample location maps;
- o Boring logs;
- o Laboratory analytical reports.

Biological Studies Biological and Assessment Perform all activities related to preparing Biological Studies related to the project.

Natural Environment Study (NES) Report: Based on information developed in the Biological Assessment and other information as directed by technical guidance, prepare a Natural Environment Study (NES) Report. This report demonstrates compliance with biological study and consultation requirements, and providing language and mitigation measures for use in the Environmental Document. Prepare the Abstract for use in Environmental Document.

Cultural Resource Studies Perform studies and prepare cultural resources (archaeological, historical, and architectural) reports) in order to comply with the requirements of CEQA, NEPA, Section 106 of the National Historic Preservation Act, and Section 5024 of the California Public Resources Code. Includes consultation with Native American communities.

Area of Potential Effects/Study Area Maps: Efforts required for preparing an Area of Potential Effects (APE) maps for projects with a Federal nexus and Study Area maps for those with State-only involvement.

Draft Environmental Document

Prepare Draft Environmental Document (DED) with all attachments or Categorical Exemption/Categorical Exclusion documentation. Conduct all necessary in-house and external reviews (NEPA and CEQA documents) and obtain U.S. DOT (Federal Highways (FHWA), FTA, or other Administration) approval to circulate NEPA Document and completed CE documentation or approval to circulate DED.

Approval to Circulate Resolution Includes time and effort required to resolve US DOT comments. Management of project-specific environmental resources, schedules, and information, and coordination of the studies required for the environmental document. Obtain Approval to Circulate

Deliverables: Include both Draft, Preliminary and Final Documents

- Preliminary Environmental Assessment Report
- List of Permits
- Project and Public Mailing List
- Public and Agency Scoping Documents
- Public Participations Plan
- Meeting Minutes and Documentation

- Community Impact Analysis Land Use and Growth Studies
- Visual Impact Assessment
- Noise Study
- Air Quality Study
- Water Quality Studies
- Draft Right of Way Relocation Impact Document
- Hydraulic and Floodplain Study
- Paleontology Study
- Environmental Commitments Record
- Initial Site Assessment
 - ADL Testing Recommendation
 - ADL Work Plan
 - ADL Report
 - Asbestos and Lead Test Recommendations
 - Asbestos Work Plan
 - Lead Based Paint Work Plan
 - Asbestos Report
 - Lead Based Paint Report
- Hazardous Waste Initial Site Assessments
 - Phase I testing
 - Phase II testing
- Biological Studies and Cognizant Agency Coordination
- Natural Environment Study
- Cultural Resource Studies
- Area of Potential Effects Study and Maps
- Categorical Exemption/Categorical Exclusion documentation
- Draft Environmental Document

Task 175 Circulate Draft Environmental Document and Select Preferred Project Alternative

The Task involves the circulation of the Draft Environmental Document (DED), obtaining and responding to public comment, and selecting a preferred alternative. Tasks include but not limited to:

- Preparation and circulation of the DED. This effort does not include the public hearing process and responding to comments but does not include the public hearing process and responding to comments.
- Updating the project's existing mailing list and preparation of the distribution list for all interested individuals, groups, and governmental agencies.
- Preparation and issuance of the Notice of Availability for the DED, mail notifications of the public hearing, either the published "Notice of Opportunity" or the first published public hearing notice.
- Publication and Circulation of the DED including the formal public circulation period, publishing/reproduction (including both paper and electronic formats) and mailing of the DED. This activity does not include the public hearing process and responding to comments. Includes transmittal of DED to CTC and preparation of CTC agenda item.

- Advertise/notice and hold the Public Hearing and distribute the record of the Public Hearing.
- Schedule meetings with the interested parties to determine as required.
- Respond to comments on the DED for the preparation of the Final Environmental Document (FED).
- PDT identifies the project's preferred alternative to be carried forward in the Project Report (PR) and Final Environmental Document (FED) and record the decision.
- Prepare and submit to the NEPA/404 Agencies, a request for concurrence with the Least Environmentally Damaging Practicable Alternative (LEDPA) determination and conceptual mitigation plan.

Task 180 Project Report and Final Environmental Document

The Task involves the preparation, review, approval and distribution of the Project Report, Final Environmental Document and Notices of Determination and/or Records of Decision. The updated DED identifies the rationale for selection of the Preferred Alternative, Includes work on the Final Environmental Document (FED), Section 4(f) Evaluation, Findings, and Statement of Overriding Considerations. Carry out formal and informal review of FED within The Department including all required quality control reviews.

Distribution includes:

- Publication/reproduction including both paper and electronic formats
- Preparation of a transmittal letter
- Publication of the Notice of Availability
- Transmittal of copies of the Federal Register
- Distribution of the Final Environmental Document (FED)
- Assisting in the preparation of CTC agenda item
- Response to comments on the FED
- Complete the draft Right of Way Impact Study
- Preparation of the Notice of Determination (NOD) and Record of Decision (ROD) and obtaining FHWA approval of the ROD.
- Draft and obtain Federal approval of the Record of Decision (ROD)
- Preparation of Notice of Determination (NOD)
- Preparation of the Environmental Commitments Record (ECR)

Task 185 Prepare Base Maps and Plan Sheets during PS&E Development

Work during PS&E development involves the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies. Final products of this task include preparation of Right of Way maps and plan sheets.

Task 230 Prepare Draft PS&E

Work involves the preparation and review of draft roadway plans, specifications, estimates, roadway design and functional PS&Es.

Draft Highway Planting Plans: Activities include design, field reviews, delineation, and internal/external coordination of highway-planting plan sheets for construction contract.

Engineering Reports: Finalize project design reports needed to establish design parameters and complete design.

Subsurface Exploration: This task includes all efforts required to ready a site for subsurface exploration. Subsurface exploration may require prior acquisition of rights to enter, resource/regulatory agency permits, or other cross-functional compliance efforts.

Geotechnical Design Report (GDR): This task includes all efforts required to finalize a Geotechnical Design Report (GDR), from subsurface exploration through report and boring log completion. The purpose of the GDR is to provide the geotechnical recommendations required to produce a complete District PS&E. The GDR requires sufficient subsurface exploration, including test borings, soundings and/or geophysics, to characterize geologic and geotechnical conditions for the project.

Pavement Design Report: This task includes all efforts required to finalize a Pavement Design Report.

Materials Report: This task includes all efforts required to finalize a Materials Report. A Materials Report must be prepared for all projects that involve any of the following components:

- Pavement structure recommendations and/or pavement studies
- Culverts (or other drainage materials)
- Corrosion studies
- Materials disposal sites
- Slide prone areas with erosive soils

Highway Planting Plans: Task includes activities, such as design, field reviews, delineation, and internal/external coordination necessary to develop highway-planting plan sheets for construction contract.

Deliverables:

- Roadway Plans
- Highway Plans
- Traffic Plans
- Transportation Management Plan
- Utility Plans
- Drainage Report
- Specifications
- PS&E Quantities Estimate
- Structures
- Engineering Report
 - Hydrology and Hydraulics Reports
 - Subsurface Exploration Studies
 - Geotechnical Design Report
- Draft PS&E Package

Task 250 Final Structures PS&E Package

The task involves addressing comments on the Draft Structures PS&E and incorporation into the final Structures PS&E package. This task includes all efforts involved in the development of the overall final structures. Activities include, but are not limited to:

- Project Review
- Constructability Review Meeting of draft Structures PS&E package
- Revisions to the Plans, Special Provisions, and Cost Estimates
- Transmittal of final Structures PS&E package to District Office Engineer, DES Office Engineer, or appropriate agencies for an external review
- Other activities related to the development of the final Structures PS&E package.

Deliverables:

- Final Structures PS&E Package

Task 255 Circulate, Review and Prepare Final District PS&E Package

This activity includes reproduction, distribution, coordination, and circulation of the project's plans, specifications and estimate. Included are coordinating reviews, reaching consensus and incorporation of comments. Task includes:

- Review Final Plans for Constructability (95%) and inclusion in package.
- Review Project for Final Permit Needs
- Review Aesthetics
- Review the Final Traffic Management Plan(TMP)
- Review All Specifications and Estimate
- Review Hydrology and Hydraulic design elements and specifications
- Review Geotechnical Design Elements and specifications
- Review Pavement design elements and specifications
- Review Materials design elements and specifications
- Review for Conformity with Environmental Commitments
- Perform Safety Review
- Perform PS&E Reviews

Deliverables:

- Comment Resolution
- Updated PS&E Package
- Approved Environmental Reevaluation
- Final PS&E Package
- Geotechnical Information Handout
- Materials Information Handout
- Construction Staking Package
- Resident Engineer's Pending File

Task 220 Right of Way Engineering

SANBAG will provide Right of Way Services. This task identifies Right of Way support services. Services include Right of Way Engineering work in advance of Appraisal and Acquisition activities.

Land Net Survey, Maps and Documents: Search, recover, describe, and tie-in existing controlling land survey monuments, followed by observation adjustment and calculating coordinates. The Land-Net Map depicts the condition of existing property ownership boundaries, lines, and monuments (land net). Effort entails completion of work activities required to analyze, determine, and delineate a single land-net that encompasses the whole project.

Right of Way Maps: Prepare Right of Way Maps that include the certification of the sufficiency of the right of way by designers prior to finalizing the appraisal maps.

Appraisal Maps: calculation and delineation of all new parcels and sub-parcels, using the Land Net Map.

Field Located Right of Way:

- **Flagged Right of Way:** Provide temporary and approximate marking of the right of way. Used for the purpose of appraisal, acquisition, disposal of land, or utility relocation planning and estimating.
- **Staked Right of Way:** Provide a permanent and accurate marking of the right of way. Used to provide a durable visible location of a right of way feature and its angle points.

Support SANBAG ROW Efforts to secure deeds, legal descriptions, Resolutions of Necessity, Director's Deeds and Plats, Utility Deeds and Plats.

Deliverables:

- Land Net Survey, Maps and Documents
- Right of Way Maps
- Appraisal Maps
- Field Located Right of Way
 - Flagged Right of Way
 - Staked Right of Way
- Support SANBAG ROW efforts

Task 270 Construction Engineering - Technical Support

Provide Technical Support to the construction engineering staff including design, traffic, hydraulics, materials, structures design, geotechnical services, environmental, landscape and other specialty staff. Functional support may include attendance at pre-work conferences, on-site construction support and RE pending file review.



- 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: June 4, 2014

Subject: State Route 60 (SR-60) Archibald Avenue Interchange Memorandum of Understanding

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

Approve Memorandum of Understanding No. C14137 with the City of Ontario for the development of the State Route 60 Archibald Avenue Interchange project.

Background: The SR-60 Archibald Avenue Interchange is the ninth highest priority in the Measure I 2010-2040 Freeway Interchange Program. Archibald Avenue is a north-south arterial in the City of Ontario (City) and forms a tight diamond interchange with SR-60. This location has been experiencing high levels of traffic congestion resulting in substantial delays. As a result, the City has requested to move forward with improvements to the SR-60 Archibald Avenue Interchange (Project).

The purpose of this Memorandum of Understanding (MOU) No. C14137 between the San Bernardino County Transportation Authority (SANBAG) and the City of Ontario 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 Project. Cooperative Agreements will be developed for each

*

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

*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

Check all that apply.
 BRD1406a-cs
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C14137%20MOU%20Ontario%2060%20Archibald.docx>

phase of the Project that will identify the specific roles and funding responsibilities.

The City has asked that SANBAG be the lead agency for project development from the project study phase through the construction phase. Upon approval of the MOU, staff will commence work on the cooperative agreement defining the roles and responsibilities, as well as funding commitments, for the planning, environmental, design, right-of-way and utility components of the project.

The termination date of the MOU is the earlier of the Project notice of completion recordation date or June 30, 2020.

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 (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the MOU as to form.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

CONTRACT SUMMARY SHEET

Contract No. C14137 Amendment No. 0

By and Between

SANBAG (as Authority) and City of Ontario

Contract Description State Route 60 at Archibald Avenue Interchange Memorandum of Understanding

Board of Director's Meeting Date: June 4, 2014	
Overview of BOD Action: Approve Memorandum of Understanding C14137 with the City of Ontario for the State Route 60 at Archibald Avenue Interchange project.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

Contract Start Date 05/07/2014	Current Contract Expiration Date N/A	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 0894.	
<input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? Budget authority will be handled in phase specific cooperative agreements	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input type="checkbox"/> Measure I Funds	
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i>	
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable NOTE: This is a MOU and does not commit any funds.	

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 _____ %

<u>Carrie Schindler</u>		3/10/14
Project Manager (Print Name)	Signature	Date
<u>Garry Cahoe</u>		3-13-14
Task Manager (Print Name)	Signature	Date
<u>Andrea Zureck</u>		3/11/14
Dir. Of Fund Admin. & Programming (Print Name)	Signature	Date
<u>Jeffery Hull</u>		3/24/14
Contracts Manager (Print Name)	Signature	Date
<u>William Stewariski</u>		3/26/14
Chief Financial Officer Signature (Print Name)	Signature	Date

CONTRACT C14137

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF ONTARIO

FOR THE DEVELOPMENT OF

THE STATE ROUTE 60 ARCHIBALD AVENUE INTERCHANGE PROJECT

I. PARTIES AND TERM

- A. This Memorandum of Understanding ("MOU") is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("AUTHORITY" or "SANBAG") and the CITY OF ONTARIO ("PROJECT SPONSOR") (and together the "PARTIES") on the Effective Date defined later herein.
- B. The Term of this MOU will commence on the Effective Date and, unless terminated early as provided in Section V, Paragraph C, terminate upon the date a notice of completion is recorded for the State Route 60/Archibald Avenue Interchange (PROJECT) or June 30, 2020, 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 PROJECT 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 funding availability.

- F. WHEREAS, the Public Share is defined as the 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 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 the MOU is to outline the steps and funds necessary to complete the PROJECT, but the 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 this 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 AUTHORITY and PROJECT SPONSOR including specific funding commitments.

III. AUTHORITY'S RESPONSIBILITIES

- A. AUTHORITY 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 and subsequent Cooperative Agreements.
- B. AUTHORITY 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 Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy.
- C. AUTHORITY will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by AUTHORITY to facilitate the delivery of the PROJECT.
- D. PROJECT SPONSOR and AUTHORITY 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 Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy and subsequent agreements, including Loan Agreements.
- B. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with AUTHORITY, as determined reasonably necessary by PROJECT SPONSOR to facilitate the delivery of the PROJECT.
- C. PROJECT SPONSOR and AUTHORITY 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 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).

- B. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.
- C. Termination. Both AUTHORITY and PROJECT SPONSOR shall have the right at any time, to terminate this MOU, with or without cause, by giving thirty (30) calendar days 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 the MOU by request of the PROJECT SPONSOR will be understood by the AUTHORITY 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.
- D. 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 Thomas Danna, Traffic/Transportation Manager for CITY OF ONTARIO. For AUTHORITY, that person shall be Paula Beauchamp, Project Delivery Manager. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

CITY OF ONTARIO 303 East B Street Ontario, CA 91764 ATTN: Al C. Boling, City Manager	SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick
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- E. 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 authorized representatives of the PARTIES.

-----Signatures on the Following Page-----

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 both SANBAG and PROJECT SPONSOR ("Effective Date").

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF ONTARIO

By: _____
W.E. Jahn
Board President

By: _____
Al C. Boling
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Of Best Best & Krieger, LLP
City Attorney

CONCURRENCE:

ATTEST:

By: _____
Jeffery Hill
Contract Administrator

By: _____
Mary E. Wirtes, City Clerk

Date: _____

Exhibit A

Project Scope:

The project will widen the existing northbound and southbound road to add two left turn pockets, modify the existing Archibald Avenue Bridge Undercrossing to accommodate the additional lanes, widen the on and off ramps, and add a bike lane. The CITY OF ONTARIO has requested that SANBAG be lead on project.

Project Cost Estimate and Funding Shares:

Public Share: 33.9%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 66.1%

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	\$ 396,000	\$ 134,244	\$ 261,756
Project Approval and Environmental	\$ 396,000	\$ 134,244	\$ 261,756
Design (PS&E)	\$ 888,000	\$ 301,032	\$ 586,968
Right-of-Way	\$ 1,258,000	\$ 426,462	\$ 831,538
Construction (Including Construction Management)	\$ 11,125,000	\$ 3,771,375	\$ 7,353,625
Landscape Maintenance	\$ 300,000	\$ 101,700	\$ 198,300
SANBAG Oversight	\$ 200,000	\$ 0	\$ 200,000
Total**	\$ 14,563,000	\$ 4,869,057	\$ 9,693,943

*Estimated Costs are based on July 2013 feasibility study.

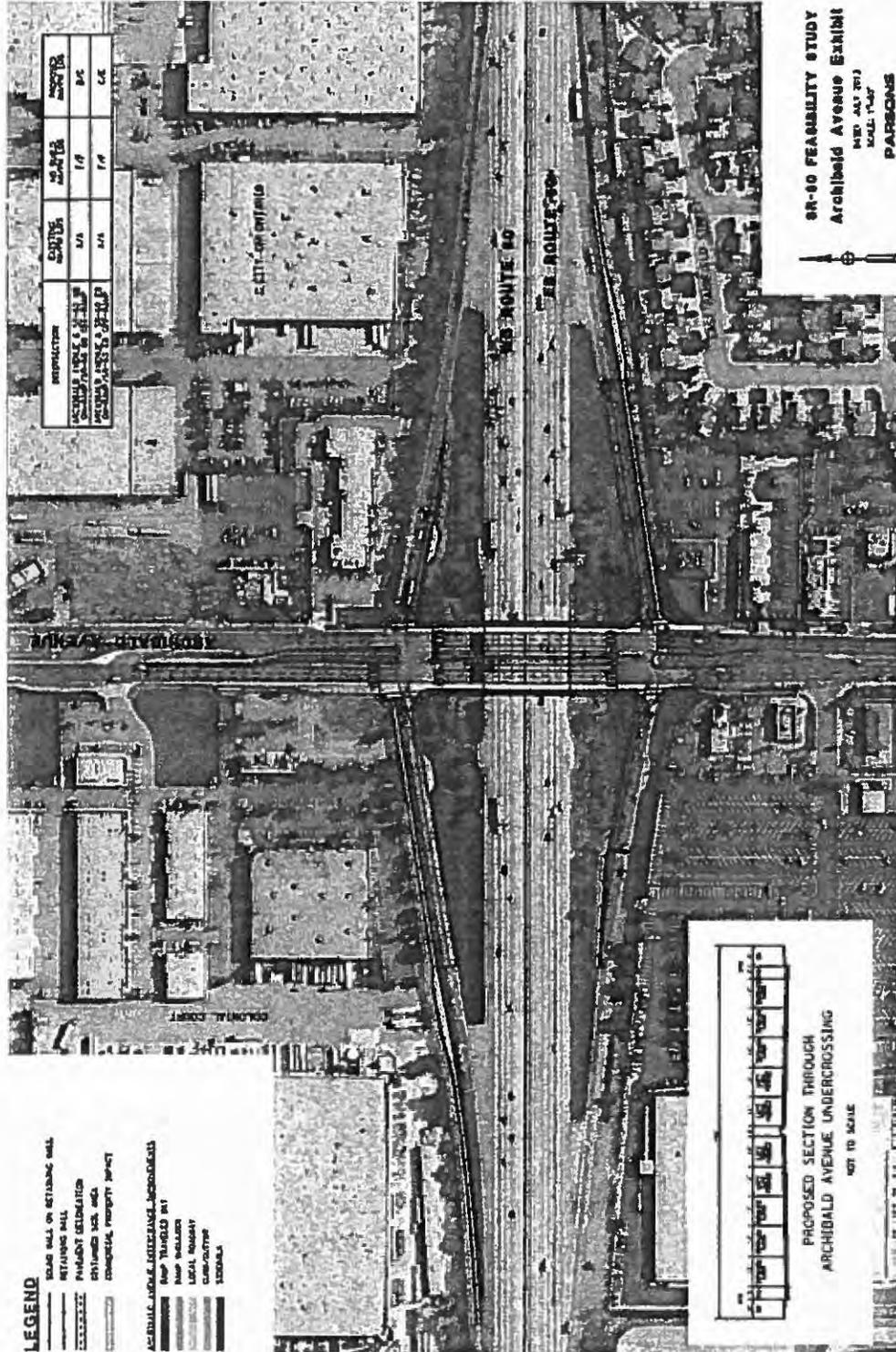
** The estimate includes a 3.5% escalation rate compounded annually.

Project Milestones:

Milestone	Actual (Forecast)
Start of Project	(6/2014)
Environmental Approval	(6/2017)
Design Approved/ROW Certified	(6/2017)
Construction Notice to Proceed	(12/2017)
Completed for Beneficial Use	(12/2019)

Exhibit B
State Route 60 at Archibald Avenue Interchange Modifications

Conceptual Layout



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: 11

Date: June 4, 2014

Subject: Election of Officers

- Recommendation:**
1. Approve the Nominating Committee's recommendation to elect Mayor L. Dennis Michael, City of Rancho Cucamonga, to the office of President.
 2. Approve the Nominating Committee's recommendation to elect Mayor Pro Tem Ryan McEachron, City of Victorville, to the office of Vice President.

Background: The SANBAG Bylaws adopted June 2013, set the process for election of officers. The process is initiated by the selection of a seven member Nominating Committee. The Nominating Committee consists of one member of the County Board of Supervisors and two members each from the three SANBAG Subareas: Mountain/Desert, East Valley, and West Valley. The current SANBAG Board President is automatically included as a member of the Nominating Committee representing either the County or their respective subarea.

On May 7, 2014, the subareas and the County convened caucuses to select the representatives of their subarea and the County. The Nominating Committee members are: President Bill Jahn, City of Big Bear Lake and Cari Thomas, City of Adelanto representing the Mountain/Desert; Alan Wapner, City of Ontario and Ray Musser, City of Upland, representing the West Valley; Dick Riddell, City of Yucaipa, and Walt Stanckiewicz, City of Grand Terrace, representing the East Valley; and Supervisor Robert Lovingood representing the County.

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

BRD1406A-VW

Board Members interested in serving as the President or Vice President were asked to send their letter of interest/resume to the Clerk of the Board no later than May 19, 2014. Letters of interest were received from Mayor L. Dennis Michael for the office of President and Mayor Pro Tem Ryan McEachron for the office of Vice President.

There being no other interest, the Nominating Committee recommends the election of Mayor L. Dennis Michael to the office of President and Mayor Pro Tem Ryan McEachron to the office of Vice President.

Financial Impact: This item does not impose a financial impact on the SANBAG Budget.

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

Responsible Staff: Bill Jahn, President



THE CITY OF RANCHO CUCAMONGA

May 8, 2014

Council Member Bill Jahn
President, Board of Directors
San Bernardino Associated Governments
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410

Dear Mr. Jahn:

It is with great pleasure that I respectfully submit my name for consideration to serve as **President** for the SANBAG Board of Directors. I have had the distinct pleasure of serving as Vice President this past year and look forward to continue serving the SANBAG Board of Directors in a leadership capacity.

My extensive involvement with SANBAG and other regional agencies demonstrates my ongoing commitment to the important work that is done to improve the region's transportation system and the quality of life for the citizens of San Bernardino County. Highlights of my involvement include:

- SANBAG Board Vice President
- SANBAG General Policy Committee Member (Chair)
- SANBAG Commuter Rail and Transit Committee Member
- SANBAG Plans and Programs Committee Member (Past Chair)
- SANBAG Major Projects Committee
- SANBAG Board Member since 2010
- Past Omnitrans Board Member

My commitment to serving the region and the Rancho Cucamonga community extends beyond transportation; I am also a member of the League of California Cities Statewide Board of Directors, San Bernardino County CAL-ID RAN Board and have also served as President of the League of California Cities Inland Empire Division. Prior to my election to the Rancho Cucamonga City Council in 2004, I proudly served the Rancho Cucamonga Fire Protection District for 28 years, 19 years as Fire Chief.

I believe my experience and demonstrated commitment makes me an ideal candidate to be SANBAG's next President and I welcome the opportunity to further discuss my nomination. Thank you for your consideration.

Sincerely,

L. Dennis Michael
Mayor
City of Rancho Cucamonga

L. Dennis Michael, Mayor
City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730
(909) 477-2700
dennismichael_44@aol.com

Statement of Qualifications

I have proudly served the Rancho Cucamonga community for over 35 years, as a member of the Rancho Cucamonga Fire Protection District, in my volunteer and charity work, and as a member of the Rancho Cucamonga City Council. As an elected official, I have taken an active role in regional and statewide affairs and I look forward to being considered for **SANBAG President**.

COMMUNITY SERVICE:

Rancho Cucamonga Mayor 2010 – to Present
Rancho Cucamonga Council Member 2004 - 2010

- Community Services Subcommittee
- Housing Set Aside Subcommittee
- Public Works Subcommittee
- Library Subcommittee
- Economic Development Subcommittee

Regional and Statewide Committees:

- SANBAG Board of Directors (Vice President)
- SANBAG Commuter Rail and Transit Committee
- SANBAG Major Projects Committee
- SANBAG General Policy Committee (Chair)
- SANBAG Plans and Programs Committee (Past Chair)
- Omnitrans Board of Directors
- League of California Cities Board of Directors
- League of California Cities Inland Empire Division Past President and Vice President
- League of California Cities Public Safety Policy Committee
- League of California Cities Employee Relations Committee (Past Chair)
- CAL-ID Remote Access Network Board of Directors
- IEUA Inland Empire Landscape Alliance Committee

Volunteer/Charities:

- Rancho Cucamonga Family YMCA
- Boy Scouts of America
- Burn Institute of Inland Empire (Founder)
- Rancho Cucamonga Rotary Club

WORK EXPERIENCE:

- Rancho Cucamonga Fire Protection District – Fire Chief (retired), 1976-2004
 - Fire Chief for 19 years
 - California Fire Chiefs Association
 - State Board of Fire Services
 - San Bernardino County Emergency Medical Care Committee
 - West End Communications Authority
 - Fire District Association of California
 - San Bernardino County Fire Chiefs Association

KEY CITY OF THE HIGH DESERT

JIM COX
MAYOR

RYAN McEACHRON
MAYOR PRO TEM

GLORIA GARCIA
COUNCILMEMBER



HOME OF THE SAN BERNARDINO COUNTY FAIR

JIM KENNEDY
COUNCILMEMBER

ANGELA VALLES
COUNCILMEMBER

May 13, 2014

Honorable Bill Jahn
President, SANBAG Board
San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Dear Mr. Jahn:

This letter is to inform you of my interest in serving as Vice President of the San Bernardino Association of Governments (SANBAG) Board of Directors.

During the past five years I have worked with the SANBAG Board to advance many projects and have brought a fresh new perspective and spirit of cooperation to the Board that had not been seen in the past. As SANBAG continues to advance the good work of the County of San Bernardino in promoting its Vision I would like to continue to play a role in a leadership position with SANBAG in its function as a Council of Governments.

Attached you will find a brief biography that outlines my experience at the local and regional levels. I believe my activities and abilities in working with others to address regional issues qualify me for the Vice President position.

I look forward to continuing the great work of SANBAG and would ask that the Nominating Committee put forth my name for the Vice President position.

Sincerely,

Ryan McEachron
Mayor Pro Tem

RM/cb

CITY OF VICTORVILLE

14343 CIVIC DRIVE • P.O. BOX 5001 • VICTORVILLE, CALIFORNIA 92393-5001 • (760) 955-5026 • FAX (760) 269-0011

E-mail: vwille@victorvilleca.gov

Ryan S. McEachron

12446 Tierra Bonita Drive
Victorville, California 92392

Cell 760.953.1801
email: mccachron@victorvilleca.gov

CIVIC / COMMUNITY LEADERSHIP ROLES

City of Victorville City Council

- 2008 – Present
- Mayor, 2010 - 2012
- Re-Elected in 2012, currently Mayor Pro-Tem

Victor Valley Economic Development Authority, VVEDA

- 2010 – 2012, Board Member
- 2011 – 2012, Vice Chair

Southern California Logistics Airport Authority

- 2012 – Present, Vice Chair
- 2010 – 2012, Chairman
- 2008 – 2010, Board Member

Victor Valley Water District

- 2012 – Present, Vice President
- 2010 – 2012, President
- 2008 – 2010, Board Member

City of Victorville Planning Commission

- 2001 – 2008, Commissioner
- Chairman, 2005 – 2008

Southern California Association of Governments, SCAG

- Regional Council Member – District 65
- Transportation Committee – 2010 to Present

High Desert Corridor Joint Powers Authority

- Board Member – 2008 to Present

San Bernardino Association of Governments, SANBAG

- Board Member 2008 – Present
- Vice Chair Mountain/Desert Measure I Committee – Present
- Metro Valley Board – Present
- Transit Review Ad-Hoc Committee – Present
- Express Lanes Committee – Present

Victor Valley Chamber of Commerce

- Board Member 1998 – 2004
- Chairman of the Board 2000 – 2001

Rotary Club of Victorville

- Member since 2001
- Rotary Centennial Club President 2004 - 2005



- 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: June 4, 2014

Subject: Report on the Results of the Give BIG San Bernardino County Campaign

Recommendation: Receive and file the report.

Background: The Give BIG San Bernardino County Campaign took place on May 8, 2014. The campaign generated \$548,214 in donations from 2,465 unique donors. The goal of the campaign was to increase the number of individual donors to nonprofits thus increasing their long-term sustainability and philanthropy in our county and was a success.

Andrea Mitchel, who is working with The Community Foundation as Program Coordinator for the Give BIG San Bernardino County campaign will give a report on the results of this first countywide campaign supporting organizations that help those most in need in San Bernardino County.

Financial Impact: This item has no 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	
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Check all that apply.
 BRD1406b-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: 13

Date: June 4, 2014

Subject: Resolution of Intention to Modify the Home Energy and Renovation Opportunity (HERO) Program Report to Add the City of Barstow and to Set a Public Hearing on the Matter

- Recommendation:***
1. Adopt Resolution No. 14-026 that declares SANBAG's intention to modify the SANBAG HERO Program Report so as to expand the program area within which contractual assessments may be offered.
 2. Set a public hearing for Wednesday, July 2, 2014 at 10:00 a.m. at the regularly scheduled Board of Directors meeting to consider the proposed modifications to the HERO Program Report and the expansion of the program area and to take public testimony.

Background: On March 6, 2013, the SANBAG Board of Directors held a public hearing and then adopted Resolution 13-044 creating the HERO Program that allows a jurisdiction and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property.

On October 3, 2012, the Board of Directors approved the Memorandum of Understanding (MOU) to be approved by the County and the cities if they wish to be included in the HERO Program. Initially, 23 cities and the County had approved the MOU. The City of Barstow has now approved the MOU and in order for Barstow to be included in the HERO Program, the Program Report must be modified to add them and that requires a public hearing.

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC		CTA	SAFE	CMA
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Check all that apply.

BRD1406c-dab

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/R14026.doc>

If the Resolution of Intention is approved by the Board of Directors, SANBAG staff will publish notice and will schedule a public hearing for the July 2, 2014 SANBAG Board of Directors meeting to consider modifying the HERO Program Report so as to expand the program area within which contractual assessments may be offered to include Barstow.

Financial Impact: This item will not have an impact on 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

RESOLUTION NO. 14-026

RESOLUTION OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS DECLARING ITS INTENTION TO MODIFY THE SANBAG HERO PROGRAM REPORT SO AS TO EXPAND THE PROGRAM AREA WITHIN WHICH CONTRACTUAL ASSESSMENTS MAY BE OFFERED AND SETTING A PUBLIC HEARING THEREON

WHEREAS, the Board of Directors of the San Bernardino Associated Governments ("SANBAG") undertook proceedings pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Chapter 29"), the Joint Powers Agreement of the San Bernardino Associated Governments ("SANBAG"), originally made and entered into October 17, 1975 (the "Joint Powers Agreement"), as further amended to date, and each separate Memorandum of Understanding (each, a "PACE Memorandum of Understanding") by and between SANBAG and those parties (each, a "Participating Party") to the Joint Powers Agreement identified in Exhibit A of Resolution No. 13-038 (the "Resolution of Intention") entered into as of the effective date of the Resolution of Intention, to establish and did establish, by the adoption of Resolution No. 13-044 (the "Resolution Establishing the HERO Program"), a voluntary contractual assessment program, to be known as the SANBAG HERO Program (the "HERO Program"), to assist property owners within the jurisdictional boundaries of each Participating Party with the cost of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the "Authorized Improvements") that are permanently fixed to their property; and

WHEREAS, by the adoption of the Resolution Establishing the HERO Program, the Board of Directors approved a report (the "Program Report") addressing all of the matters set forth in Section 5898.22 of Chapter 29, including establishment of the boundaries of the territory of the Participating Parties within which voluntary contractual assessments may be offered (the "Program Area") to provide for financing of the installation of Authorized Improvements on properties within the Program Area; and

WHEREAS, subsequent to the adoption of the Resolution of Intention, the legislative body of the City of Barstow did approve a PACE Memorandum of Understanding in order to enable the Program Report and the Program Area to be modified so as to provide for voluntary contractual assessments to be offered pursuant to the HERO Program within its jurisdiction to finance the installation of Authorized Improvements on properties within its jurisdiction; and

WHEREAS, the Board of Directors desires to initiate proceedings pursuant to Chapter 29 to modify the Program Report to include the jurisdiction of the City of Barstow in the Program Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. The Board of Directors declares its intention to modify the Program Report so as to modify the Program Area within which contractual assessments may be offered pursuant to the HERO Program to include the jurisdiction of the City of Barstow.

Section 2. Public Hearing. Pursuant to Chapter 29, the Board of Directors hereby orders that a public hearing be held before the Board of Directors in the SANBAG offices located the Santa Fe Depot, 1170 W. 3rd Street, First Floor Lobby, San Bernardino, CA 92410, at 10:00 a.m. on July 2, 2014, on the proposed modifications to the Program Report and the expansion of the Program Area. At the public hearing all interested persons may appear and hear and be heard and object to or inquire about the proposed modifications to the Program Report and expansion of the Program Area.

Section 3. Notice of Public Hearing. The Secretary of the Board of Directors is hereby directed to provide notice of the public hearing by publishing this Resolution once a week for two weeks, pursuant to Section 6066 of the California Government Code, and the first publication shall occur not later than 20 days before the date of such hearing in a newspaper of general circulation published within the jurisdiction of SANBAG or, if there is no such newspaper of general circulation published within the jurisdiction of SANBAG, then in a newspaper of general circulation published nearest thereto.

Section 4. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Directors of the San Bernardino Associated Governments held on June 4, 2014.

W. E. Jahn,
President

ATTEST:

Vicki Watson,
Clerk of the Board



- 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: June 4, 2014

Subject: Announcement of Vacancies and Appointments on Regional Committees

- Recommendation:**
1. Note the Presidential appointment of Hesperia Mayor Pro Tem Eric Schmidt to the Southern California Association of Governments (SCAG) Energy and Environment Committee.
 2. Note the following vacancies and request Board Members to express their interest in serving for the following:
 - SANBAG Commuter Rail and Transit Committee
 - Metro Gold Line Phase II JPA – Alternate Member
 - SCAG Transportation Committee

Background: This item provides a report to Board Members related to appointments and vacancies for Board Members to serve on various committees.

1. SANBAG has a total of seven subregional appointees to SCAG Policy Committees which are made by SANBAG Presidential appointment. SANBAG has had one vacancy for nearly a year. This vacancy has been announced on several occasions. In the past, when SANBAG Board Members have not volunteered to be appointed, other interested councilmembers have been appointed instead. Mayor Pro Tem Eric Schmidt from the City of Hesperia has expressed his interest in serving the region on the SCAG Energy

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	
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Check all that apply.
 BRD1406a-dab

and Environment Committee and Board President Bill Jahn has appointed Mayor Pro Tem Schmidt to that committee. Per SANBAG Policy, any Presidential appointment is to be announced at the next Board meeting.

2. Vacancies - SANBAG has a number of vacancies available with outside agencies and a single vacancy on the SANBAG Commuter Rail and Transit Committee for interested Board Members. Board Members should make their interest known to the SANBAG Board President. The vacancies are with the following:
 - a. SANBAG Commuter Rail and Transit Committee – This Committee provides policy guidance and recommendations to the Board of Directors and Southern California Regional Rail Authority delegates.
 - 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 Transportation Committee – This committee provides policy recommendations to the SCAG Regional Council on the movement of goods and people and subjects such as major utility development plans.

Financial Impact: This item is consistent with the adopted 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: 15

Date: June 4, 2014

Subject: SANBAG 2014/2015 Proposed Budget

- Recommendation:***
1. Conduct the Public Hearing for the proposed Fiscal Year 2014/2015 budget; and
 2. Adopt the SANBAG Fiscal Year 2014/2015 budget.

Background: The development of the Fiscal Year 2014/2015 proposed budget is complete. The proposed budget documents were distributed to members of the Board prior to the Budget Workshop which was held after adjournment of the Board meeting on May 7th.

Task level budget development has been completed relative to all of the activities included in the Fiscal Year 2014/2015 budget. SANBAG's budget process is structured to provide for the maximum level of input from all SANBAG policy committees. SANBAG staff provided a budget overview for each program. Also, each policy committee has reviewed the tasks that relate to the functional areas of committee oversight and each task has been reviewed by at least one of the policy committees.

*

*Approved
 Board of Directors*

Date: June 4, 2014

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

SANBAG's budget process includes a review of the Boards' direction as it relates to short term goals and how it integrates with the agency's long term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short term goals as set forth in the Fiscal Year budget.

Staffing for Fiscal Year 2014/2015 includes 53.5 regular full-time positions in comparison to 50.5 positions from the previous Fiscal Year. Total salary and benefit costs are \$8,179,261 which is 1.3% of the overall budget.

SANBAG develops a program based budget which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2014/2015 budget. The budget summary shows the anticipated revenues and expenditures for the upcoming Fiscal Year.

Estimated revenues for the Fiscal Year 2014/2015 budget are \$448,675,392 and budget appropriations are \$617,734,235.

Financial Impact: Budget estimated revenues and appropriations are \$448,675,392 and \$617,734,235 respectively. The budget will establish the work program and financial approvals to guide the organization throughout the coming Fiscal Year.

Reviewed By: This item was previously presented at the Directors Budget Workshop held after the Board meeting on May 7, 2014. All four (4) of the SANBAG policy committees have reviewed task descriptions and budgets for activities under their purview during the past month.

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: 16

Date: June 4, 2014

Subject: Appropriations Limitation for Fiscal Year 2014/2015

Recommendation:* Adopt Resolution 14-023 to establish an appropriations limit at \$1,008,653,950.

Background: Article XIII B of the California Constitution specifies that the appropriations limit of state and local governments may increase annually by a factor comprised of the change in population combined with the change in California per capita personal income.

In accordance with the above mentioned requirements, Resolution 14-023 has been prepared and is attached for review and adoption. The California Department of Finance provides the percentage change over prior year for the per capita personal income and the annual percentage change in population. This factor, multiplied by the approved prior year appropriations limit, establishes the Fiscal Year 2014/2015 appropriations limit at \$1,008,653,950. The annual establishment of an appropriations limitation excludes federal grant funds.

The previous limit, as approved by the Board of Directors was \$1,003,154,656. Resolution 14-023 adjusts the limit to \$1,008,653,950. The increase from the prior year is due primarily to a .78% increase in population in the County over the prior year.

*Approved
 Board of Directors*

Date: June 4, 2014

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

BRD1406b-wws

Attachment:

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/Res%2014023.doc>

- Financial Impact:** This item poses no financial impact. The Fiscal Year 2014/2015 adopted budget, with associated amendments, is well below the proposed appropriations limit.
- Reviewed By:** This item has not received prior review by any other policy committee or technical advisory committee. This item is being presented directly to the Board of Directors meeting on June 4, 2014, in conjunction with the adoption of the Fiscal Year 2014/2015 budget.
- Responsible Staff:** William Stawarski, Chief Financial Officer

RESOLUTION NO. 14-023

**RESOLUTION OF THE
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
ESTABLISHING APPROPRIATIONS LIMIT
FOR FISCAL YEAR 2014/2015**

WHEREAS, Article XIIB of the California Constitution and Sections 7900 through 7913 of the California Government Code require the establishment of an appropriation limit; and

WHEREAS, appropriation limits are applicable to funds received from the proceeds of taxes and interest earned on such proceeds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Bernardino County Transportation Commission hereby determined that pursuant to Section 7902(b) of the California Government Code, the appropriation limit for San Bernardino County Transportation Authority for Fiscal Year 2014/2015 is determined to be \$1,008,653,950.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at its regular meeting thereof held this 4th day of June 2014.

*

*Approved
Board of Directors*

Date: June 4, 2014

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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



- 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: June 4, 2014

Subject: Construction Contract No. C14162 for Interstate 15 (I-15) Base Line Road Interchange Project

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

1. Award Construction Contract No. C14162 based on the competitive low bid process for the I-15/Base Line Road Interchange Project to Flatiron West, Inc., in an amount of \$26,907,000.00.
2. Approve Allowances/Contingency for Contract No. C14162 on the I-15/Base Line Road Interchange Project in the amount of \$2,235,012.00.

Background: This agenda item provides for award of a new contract based on the competitive low bid process. In April 2014, the Board of Directors, acting as the San Bernardino County Transportation Commission, received 13 bids for Construction Contract No. C14146, the I-15/Base Line Road Interchange Project. Due to discrepancies in the bids received, staff recommended all the bids be rejected and the IFB be re-advertised.

The Board authorized the Director of Project Delivery to re-advertise to obtain construction bids, and authorized staff to proceed directly to the

*

	<p><i>Approved</i> 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>X</td> <td>CTA</td> <td>SAFE</td> <td>CMA</td> </tr> </table> <p><i>Check all that apply.</i></p>	COG	CTC	X	CTA	SAFE	CMA	
COG	CTC	X	CTA	SAFE	CMA		

BRD1406a-km
 Attachments: C14162 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C14162%20-%20I-15%20Base%20Line%20Re-Bid.docx>; <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C14162%20CSS.docx>; <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProcess%20Files%20%202014/C14162%20DCSS.xlsx>

Board without prior Board of Directors Metro Valley Study Session approval for the award of Construction Contract.

Recommendation 1:

The Invitation for Bid (IFB) 14162 was released on April 17, 2014, and was sent electronically to approximately 277 firms registered on PlanetBids. The solicitation was issued in accordance with current SANBAG policies and procedures for construction projects.

A Pre-Bid meeting was held on April 24, 2014, and was attended by four firms. Addendum No. 1 was issued on April 30, 2014, addressing various changes or clarifications and providing a copy of the Pre-Bid sign in sheet. Addendum No. 2 was issued on May 8, 2014, addressing various changes or clarifications, answering questions received during the question and answer period and providing a copy of the prevailing wage rates.

On May 14, 2014, San Bernardino Associated Governments (SANBAG) received five (5) bids from contractors whose bid form amounts on their face ranged from a low of \$26,907,000.00 to a high of \$32,694,937.80 (See Exhibit A). At the bid opening, Flatiron West, Inc. ("Flatiron") was identified as the lowest bidder at \$26,907,000.00, followed by Ames Construction, Inc. ("Ames") and Security Paving Company, Inc. ("Security Paving"). A complete listing of bid day results is provided in Exhibit A.

All 5 bids were reviewed by staff for discrepancies and compliance with the Invitation for Bids (IFB) requirements. Flatiron's bid was found to be the lowest responsive, responsible bid and was found to be compliant with all IFB requirements. Flatiron exceeded the Disadvantaged Business Enterprise (DBE) goal of 8.2% by utilizing 9.2% DBE subcontractors and/or suppliers. Therefore, staff is recommending that the Board of Directors award the construction contract for I-15/Base Line Road Interchange Project to Flatiron West, Inc.

Recommendation 2:

Staff is also recommending approval of Allowances/Contingency for Contract No. C14162 for the I-15/Base Line Road Interchange Project, consisting of supplemental items, agency furnished materials, and a 5% contingency based on the lowest responsible bidder verified amount (See Exhibit B).

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2014/2015 budget under Task No. 0892. The funding source is Local Fund – City of Rancho Cucamonga.

Reviewed By: At the April 4, 2014 Board meeting, approval was given to take award of Contract No. C14162 directly to the Board without prior Policy Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Exhibit A

Ranking	Bidder	Bid Amount on Bid Day	Final Bid Amount
1	FLATIRON WEST, INC.	\$26,907,000.00	\$26,907,000.00
2	AMES CONSTRUCTION, INC.	\$ 27,777,777.00	\$ 27,777,777.00
3	SECURITY PAVING COMPANY, INC.	\$ 27,818,947.07	\$ 27,818,947.07
4	USS CAL BUILDERS, INC.	\$ 28,124,593.05	\$ 28,124,593.05
5	RIVERSIDE CONSTRUCTION COMPANY, INC.	\$ 32,694,937.80	\$ 32,694,937.80

Exhibit B

Item	Item Description	Amount
SUPPLEMENTAL WORK		
1	CONCRETE PAVEMENT JUST-IN-TIME TRAINING	\$ 1,500.00
2	MAINTAIN TRAFFIC	\$ 50,000.00
3	FEDERAL TRAINEE PROGRAM	\$ 16,800.00
4	MAINTAIN EXISTING IRRIGATION SYSTEM	\$ 15,000.00
5	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$ 36,737.00
6	ADDITIONAL WATER POLLUTION CONTROL	\$ 10,000.00
7	STORM WATER SAMPLING AND ANALYSIS	\$ 10,000.00
8	PARTNERING	\$ 50,000.00
9	MAINTAIN EXISTING ELECTRICAL SYSTEM	\$ 10,000.00
10	DISPOSAL OF YELLOW PAINTED TRAFFIC STRIPE	\$ 10,000.00
11	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	\$ 143,000.00
12	DISPUTE REVIEW BOARD	\$ 15,000.00
13	GRAFFITI REMOVAL	\$ 30,000.00
14	SUBTOTAL (1)	\$398,036.00

AGENCY FURNISHED MATERIALS AND EXPENSES		
15	COZEEP CONTRACT	\$ 121,600.00
16	TOW TRUCK SERVICE PATROL	\$ 108,000.00
17	TRAFFIC MANAGEMENT PLAN	\$ 200,000.00
18	TMP CONTINGENCY PLAN	\$ 50,000.00
19	SELF-ADHESIVE REFLECTIVE NUMBERS AND EDGE SEALER FOR NUMBERING ELECTRICAL EQUIPMENT	\$ 4,000.00
20	2070 CONTROLLER ASSEMBLY	\$ 8,000.00
21	PADLOCK	\$ 26.00
23	SUBTOTAL (2)	\$491,626.00
CONTINGENCIES		
24	CONTINGENCIES (5% of Construction Contract)	\$1,345,350.00
25	SUBTOTAL (3)	\$1,345,350.00
Total ALLOWANCES AND CONTINGENCY		\$2,235,012.00
SUMMARY		
1	Construction Contract C14162	\$26,907,000.00
2	Supplemental Work Items	\$398,036.00
3	Agency Furnished Items	\$491,626.00
4	Contingency (5%)	\$1,345,350.00
TOTAL		\$29,142,012.00



CONTRACT SUMMARY SHEET

Contract No. C 14162 Amendment No. 0

By and Between

San Bernardino Associated Governments and Flatiron West, Inc.

Contract Description I 15 Base Line Road Interchange Project

Board of Director's Meeting Date: June 4, 2014
Overview of BOD Action: Approve Contract C13146 and establish contingency

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	26,907,000.00	Original Contingency Amount
			\$ 2,235,012.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$		Contingency Amendment
			\$
TOTAL CONTRACT VALUE	\$	26,907,000.00	TOTAL CONTINGENCY VALUE
			\$ 1,394,464.80
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 29,142,012.00

Contract Start Date 6/4/2014	Current Contract Expiration Date 6/4/2019	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. 0892.
 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:
 Local fund – Rancho Cucamonga (6010)
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % 5.

Disadvantaged Business Enterprise (DBE) Goal 8.2 %

SAGAR PANDEY Project Manager (Print Name)	Signature	5-21-14 Date
Garry Colvoco Task Manager (Print Name)	Signature	5-21-14 Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT C14162
BY AND BETWEEN
SANBAG
AND
FLATIRON WEST, INC.
FOR

I-15/BASE LINE ROAD INTERCHANGE IMPROVEMENT PROJECT

This contract, (referred to as "Contract"), is made and entered into by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission, ("SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and Flatiron West, Inc. (referred to hereafter as "CONTRACTOR") whose address is; 1770 La Costa Meadows Drive, San Marcos, CA 92078. SANBAG and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SANBAG has determined that it requires construction of the I-15/Base Line Interchange Improvement Project; and

WHEREAS, the work described herein cannot be performed by the employees of SANBAG; 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; and

WHEREAS, CONTRACTOR desires to perform all work identified herein and to do so for the compensation and in accordance with the terms and conditions set forth in this contract.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents: the Contract terms and conditions; bid dated May 14, 2014; California Department of Transportation Standard Plans, dated 2010, the Standard Specifications dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; Drawings, entitled Base Line Road Undercrossing; Addenda Nos.1,2; Project Plans dated November 5, 2013, and Special Provisions dated April 15, 2014; and Performance and Payment Bonds.

ARTICLE 2. BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by SANBAG 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 SANBAG 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 SANBAG 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 3. RETENTION/PROMPT PAYMENT

Pursuant to 49 CFR Part 26.29, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 7 days from when the CONTRACTOR receives payment from the SANBAG. SANBAG 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 SANBAG 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 SANBAG'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 DBE and non-DBE contractors.

ARTICLE 4. COMPENSATION

4.1 SANBAG agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of \$ **Twenty Six Million Nine Hundred Seven Thousand Dollars (\$26,907,000.00)**, 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.

- 4.2 Pursuant to California Public Contract Code section 22300, CONTRACTOR has the option to deposit securities with an Escrow Agent as a substitute for retention earnings required to be withheld. Alternatively, CONTRACTOR may submit a written request to SANBAG, who shall make payments of the retention amount directly to the Escrow Agent. The market value of the securities deposited at the time of substitution shall be at least equal to the cash amount required to be withheld as retention under this Contract. CONTRACTOR shall be responsible for paying all fees incurred by the Escrow Agent in administering the Escrow Account. Securities eligible for investment under this Section shall include those listed in section 16430 of the California Government Code.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Price	Amount
1	RESIDENT ENGINEERS OFFICE	LS	1	75000	\$ 75,000.00
2	LEAD COMPLIANCE PLAN	LS	1	2500	\$ 2,500.00
3	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	15000	\$ 15,000.00
4	TIME-RELATED OVERHEAD	WDAY	420	2550	\$ 1,071,000.00
5	CONSTRUCTION AREA SIGNS	LS	1	55000	\$ 55,000.00
6	TRAFFIC CONTROL SYSTEM	LS	1	200000	\$ 200,000.00
7	TYPE II BARRICADE	EA	43	85	\$ 3,655.00
8	TYPE III BARRICADE	EA	95	155	\$ 14,725.00
9	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	1,442	6.1	\$ 8,796.20
10	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	155,827	0.62	\$ 96,612.74
11	CHANNELIZER (SURFACE MOUNTED)	EA	962	41	\$ 39,442.00
12	TRAFFIC PLASTIC DRUM	EA	42	84	\$ 3,528.00
13	TEMPORARY PAVEMENT MARKER	EA	8,355	5	\$ 41,775.00
14	TEMPORARY SIGNAL SYSTEM	LS	1	82000	\$ 82,000.00
15	TEMPORARY RAILING (TYPE K)	LF	17,060	10.15	\$ 173,159.00
16	TEMPORARY CRASH CUSHION MODULE	EA	214	250	\$ 53,500.00
17	TEMPORARY TRAFFIC SCREEN	LF	6,785	4.25	\$ 28,836.25
18	JOB SITE MANAGEMENT	LS	1	60000	\$ 60,000.00
19	PREPARES STORM WATER POLLUTION PREVENTION PLAN	LS	1	3000	\$ 3,000.00
20	STORM WATER ANNUAL REPORT	EA	3	2000	\$ 6,000.00
21	TEMPORARY SOIL BINDER	SQYD	172,440	0.21	\$ 36,212.40
22	TEMPORARY COVER	SQYD	1,400	2	\$ 2,800.00
23	TEMPORARY DRAINAGE INLET PROTECTION	EA	51	260	\$ 13,260.00
24	TEMPORARY FIBER ROLL	LF	27,423	2.5	\$ 68,557.50
25	TEMPORARY GRAVEL BAG BERM	LF	3,886	9	\$ 34,974.00
26	TEMPORARY SILT FENCE	LF	1,223	5.5	\$ 6,726.50

27	TEMPORARY CONSTRUCTION ENTRANCE	EA	5	4200	\$ 21,000.00
28	STREET SWEEPING	LS	1	160000	\$ 160,000.00
29	TEMPORARY CONCRETE WASHOUT	EA	4	900	\$ 3,600.00
30	ASBESTOS COMPLIANCE PLAN	LS	1	5100	\$ 5,100.00
31	TEMPORARY FENCE (TYPE ESA)	LF	7,197	2.4	\$ 17,272.80
32	ABANDON CULVERT	LF	140	12.5	\$ 1,750.00
33	REMOVE CHAIN LINK FENCE	LF	4078	6	\$ 24,468.00
34	REMOVE GATE	EA	1	500	\$ 500.00
35	REMOVE METAL BEAM GUARD RAILING	LF	1392	10	\$ 13,920.00
36	REMOVE IRRIGATION FACILITY	EA	2	1415	\$ 2,830.00
37	REMOVE ROADSIDE SIGN	EA	63	27	\$ 1,701.00
38	REMOVE ASPHALT CONCRETE DIKE	LF	310	3	\$ 930.00
39	REMOVE SIGN STRUCTURE	EA	2	2200	\$ 4,400.00
40	REMOVE DRAINAGE FACILITIES	LS	1	27000	\$ 27,000.00
41	REMOVE RETAINING WALL	LF	105	30	\$ 3,150.00
42	REMOVE SLOPE PAVING (SQFT)	SF	18,308	1.05	\$ 19,223.40
43	REMOVE CONCRETE (CROSS GUTTER)	SQYD	467	26	\$ 12,142.00
44	REMOVE BASE AND SURFACING	CY	4308		9
45	RESET ROADSIDE SIGN	EA	9	165	\$ 1,485.00
46	RELOCATE IRRIGATION CONTROLLER	EA	4	1250	\$ 5,000.00
47	RELOCATE BACKFLOW PREVENTOR	EA	8	900	\$ 7,200.00
48	RELOCATE COLUMN	EA	2	1700	\$ 3,400.00
49	RELOCATE ROADSIDE SIGN	EA	17	165	\$ 2,805.00
50	RESET SURVEY MONUMENT	EA	7	505	\$ 3,535.00
51	ADJUST MANHOLE TO GRADE	EA	9	900	\$ 8,100.00
52	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	21,329	1.65	\$ 35,192.85
53	REMOVE CONCRETE CURB	LF	4,777	2	\$ 9,554.00

54	REMOVE CONCRETE SIDEWALK	SQYD	2,159	8	\$ 17,272.00
55	REMOVE COBBLESTONE	SQYD	234	16	\$ 3,744.00
56	REMOVE CONCRETE (CURB AND GUTTER)	LF	4,191	1.5	\$ 6,286.50
57	SAND BACKFILL	CY	16	162	\$ 2,592.00
58	BRIDGE REMOVAL, LOCATION A	LS	1	73000	\$ 73,000.00
59	BRIDGE REMOVAL (PORTION), LOCATION A	LS	1	24000	\$ 24,000.00
60	CLEARING AND GRUBBING	LS	1	140000	\$ 140,000.00
61	ROADWAY EXCAVATION	CY	88,997	9	\$ 800,973.00
62	STRUCTURE EXCAVATION (BRIDGE)	CY	6,996	6.5	\$ 45,474.00
63	STRUCTURE EXCAVATION (RETAINING WALL)	CY	26,877	23.1	\$ 620,856.70
64	REMOVE TIMBER	EA	16	0	
65	STRUCTURE EXCAVATION (GROUND ANCHOR WALL)	CY	1,365	46	\$ 62,790.00
66	STRUCTURE BACKFILL (BRIDGE)	CY	6,565	5.25	\$ 34,466.25
67	STRUCTURE BACKFILL (RETAINING WALL)	CY	28,208	35.15	\$ 991,511.20
68	STRUCTURE BACKFILL (GROUND ANCHOR WALL)	CY	80	105	\$ 8,400.00
69	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	CY	811	74	\$ 60,014.00
70	DITCH EXCAVATION	CY	1,809	5.75	\$ 10,401.75
71	IMPORTED BORROW	CY	565	9	\$ 5,085.00
72	ROCK BLANKET	SQYD	6,751	63	\$ 425,313.00
73	DECOMPOSED GRANITE (MISCELLANEOUS AREAS)	SQYD	4,648	19	\$ 88,312.00
74	CULTIVATE	SQYD	6,800	1.55	\$ 10,540.00
75	SOIL AMENDMENT	CY	140	46.8	\$ 6,552.00
76	FERTILIZER (PACKET)	EA	30,324	0.2	\$ 6,064.80
77	PLANT (GROUP A)	EA	12,905	5.35	\$ 69,041.75
78	PLANT (GROUP B)	EA	2,124	14	\$ 29,736.00
79	PLANT (GROUP K)	EA	178	481	\$ 85,618.00
80	PLANT (GROUP U)	EA	621	162	\$ 100,602.00

81	MAINTAIN EXISTING PLANTED AREAS	LS	1	31500	\$ 31,500.00
82	PLANT ESTABLISHMENT WORK	LS	1	74300	\$ 74,300.00
83	WOOD MULCH	CY	865	40.5	\$ 35,032.50
84	ROOT BARRIER	LF	3,184	11.6	\$ 36,934.40
85	GRAVEL MULCH (SQYD)	SQYD	2,992	12	\$ 35,904.00
86	MODIFY IRRIGATION SYSTEM	LS	1	20700	\$ 20,700.00
87	CONTROL AND NEUTRAL CONDUCTORS	LS	1	31000	\$ 31,000.00
88	1" ELECTRIC REMOTE CONTROL VALVE	EA	31	201	\$ 6,231.00
89	1" ELECTRIC REMOTE CONTROL VALVE (FLOW SENSOR)	EA	4	1414	\$ 5,656.00
90	1 1/2" ELECTRIC REMOTE CONTROL VALVE	EA	35	369	\$ 12,915.00
91	1" VALVE ASSEMBLY UNIT	EA	73	79	\$ 5,767.00
92	1 1/2" FILTER ASSEMBLY UNIT	EA	24	90	\$ 2,160.00
93	12 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	3	9530	\$ 28,590.00
94	40 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1	11000	\$ 11,000.00
95	1/2" PLASTIC PIPE (IRRIGATION LINE) WITH INLINE EMITTERS	LF	69,626	1.41	\$ 98,172.66
96	IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	4	2950	\$ 11,800.00
97	WATER METER	EA	4	5400	\$ 21,600.00
98	IRRIGATION SLEEVE	LF	2,531	8.75	\$ 22,146.25
99	BACKFLOW PREVENTER ASSEMBLY ENCLOSURE	EA	4	1857	\$ 7,428.00
100	2" BACKFLOW PREVENTER ASSEMBLY	EA	4	1078	\$ 4,312.00
101	SPRINKLER (TYPE A-11)	EA	10	32	\$ 320.00
102	SPRINKLER (TYPE A-5)	EA	10	32	\$ 320.00
103	SPRINKLER (TYPE B-1)	EA	30	43	\$ 1,290.00
104	SPRINKLER (TYPE C-2)	EA	724	32	\$ 23,168.00
105	1" FILTER ASSEMBLY UNIT	EA	6	132	\$ 792.00
106	2" GATE VALVE	EA	35	335	\$ 11,725.00
107	3/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	11,989	2.9	\$ 34,768.10

108	1" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	5,900	3.05	\$ 17,995.00
109	1 1/4" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	3,259	3.15	\$ 10,265.85
110	1 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	420	3.3	\$ 1,386.00
111	2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	1,071	4.7	\$ 5,033.70
112	2 1/2" PLASTIC PIPE (SCHEDULE 40) (SUPPLY LINE)	LF	13,352	5.25	\$ 70,098.00
113	1 1/2" COMBINATION AIR RELIEF VALVE	EA	88	87	\$ 7,656.00
114	3/4" QUICK COUPLING VALVE	EA	23	201	\$ 4,623.00
115	2" BALL VALVE	EA	21	460	\$ 9,660.00
116	8" WELDED STEEL PIPE CONDUIT (0.250" THICK)	LF	2,031	74	\$ 150,294.00
117	12" WELDED STEEL PIPE CONDUIT (0.250" THICK)	LF	100	118	\$ 11,800.00
118	ROLLED EROSION CONTROL PRODUCT (BLANKET)	SQFT	13,225	0.35	\$ 4,628.75
119	HYDROMULCH	SQFT	737,410	0.05	\$ 36,870.50
120	FIBER ROLLS	LF	27,423	2.45	\$ 67,186.35
121	HYDROSEED	SQFT	748,645	0.05	\$ 37,432.25
122	COMPOST	SQFT	11,235	0.05	\$ 561.75
123	INCORPORATE MATERIALS	SQFT	11,235	0.3	\$ 3,370.50
124	CLASS 2 AGGREGATE BASE	CY	4,394	20	\$ 87,880.00
125	LEAN CONCRETE BASE	CY	5,896	103	\$ 607,288.00
126	HOT MIX ASPHALT (TYPE A)	TON	6,225	75	\$ 466,875.00
127	HOT MIX ASPHALT (BOND BREAKER)	TON	2,750	88	\$ 242,000.00
128	RUBBERIZED HOT MIX ASPHALT (GAP GRADED)	TON	6,041	78.8	\$ 476,030.80
129	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	288	5	\$ 1,440.00
130	PLACE HOT MIX ASPHALT DIKE (TYPE D)	LF	1,536	2.1	\$ 3,225.60
131	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	4,932	2.3	\$ 11,343.60
132	HOT MIX ASPHALT (MISCELLANEOUS AREA)	SOYD	99	51	\$ 5,049.00
133	LIQUID ASPHALT (PRIME COAT)	TON	20	1520	\$ 30,400.00
134	TACK COAT	TON	14	1825	\$ 25,550.00

135	JOINTED PLAIN CONCRETE PAVEMENT	CY	13,328	167	\$ 2,225,776.00
136	SEAL PAVEMENT JOINT	LF	60,039	2	\$ 120,078.00
137	SEAL ISOLATION JOINT	LF	4,643	10	\$ 46,430.00
138	REPAIR SPALLED JOINTS, FAST SETTING GROUT	SQYD	338	800	\$ 270,400.00
139	GRIND EXISTING CONCRETE PAVEMENT	SQYD	2,028	8.15	\$ 16,511.90
140	GROUND ANCHOR (SUBHORIZONTAL)	EA	258	1750	\$ 451,500.00
141	16" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	4,858	68	\$ 330,344.00
142	16" CAST-IN-DRILLED-HOLE CONCRETE PILING (SOUND WALL)	LF	1,071	68.35	\$ 73,202.85
143	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	85000	\$ 85,000.00
144	STRUCTURAL CONCRETE, (BRIDGE FOOTING)	CY	267	297	\$ 79,299.00
145	STRUCTURAL CONCRETE, (BRIDGE)	CY	1,190	982	\$ 1,168,580.00
146	STRUCTURAL CONCRETE, RETAINING WALL	CY	6,367	304	\$ 1,935,588.00
147	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	186	643	\$ 119,598.00
148	MINOR CONCRETE (MINOR STRUCTURE)	CY	346	1010	\$ 349,460.00
149	FRACTURED RIB TEXTURE	SQFT	45,349	3.75	\$ 170,058.75
150	DRILL AND BOND DOWELL	LF	24	50	\$ 1,200.00
151	FURNISH PRECAST PRESTRESSED CONCRETE CA WIDE FLANGE GIRDER (100'-120')	EA	10	36000	\$ 360,000.00
152	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	10	2000	\$ 20,000.00
153	JOINT SEAL ASSEMBLY (MR 1")	LF	80	46	\$ 3,680.00
154	JOINT SEAL ASSEMBLY (MR 2")	LF	92	116	\$ 10,672.00
155	BAR REINFORCING STEEL (BRIDGE)	LB	349,532	1.23	\$ 429,924.36
156	BAR REINFORCING STEEL (RETAINING WALL)	LB	1,102,987	1	\$ 1,102,987.00
157	HEADED BAR REINFORCEMENT	EA	227	18	\$ 4,086.00
158	SHOTCRETE	CY	532	355	\$ 188,860.00
159	FURNISH SIGN STRUCTURE (TUBULAR)	LB	84,067	4.5	\$ 378,301.50
160	INSTALL SIGN STRUCTURE (TUBULAR)	LB	84,067	0.19	\$ 15,972.73
161	FURNISH LAMINATED SIGN PANEL (1" - TYPE A)	SQFT	860	27	\$ 23,220.00

162	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063" UNFRAMED)	SQFT	1,446	13	\$ 18,798.00
163	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080" UNFRAMED)	SQFT	145	16	\$ 2,320.00
164	60" CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	LF	165	610	\$ 100,650.00
165	ROADSIDE SIGN - ONE POST	EA	34	280	\$ 9,520.00
166	ROADSIDE SIGN - TWO POST	EA	9	450	\$ 4,050.00
167	SOUND WALL (MASONRY BLOCK)	SQFT	20,991	16.5	\$ 346,351.50
168	18" REINFORCED CONCRETE PIPE	LF	215	70	\$ 15,050.00
169	24" REINFORCED CONCRETE PIPE	LF	1,949	107	\$ 208,543.00
170	60" REINFORCED CONCRETE PIPE	LF	74	305	\$ 22,570.00
171	12" ALTERNATIVE PIPE CULVERT	LF	78	48.5	\$ 3,783.00
172	18" ALTERNATIVE PIPE CULVERT	LF	13	100	\$ 1,300.00
173	24" ALTERNATIVE PIPE CULVERT	LF	1,882	85	\$ 159,970.00
174	3" PLASTIC PIPE UNDERDRAIN	LF	1,639	9	\$ 14,751.00
175	GEOCOMPOSITE DRAIN	SQFT	2,345	8	\$ 18,760.00
176	12" ALTERNATIVE ENTRANCE TAPER	EA	21	250	\$ 5,250.00
177	12" ALTERNATIVE PIPE DOWNDRAIN	LF	1,316	44	\$ 57,904.00
178	DRAINAGE INLET MARKER	EA	24	20	\$ 480.00
179	24" CONCRETE FLARED END SECTION	EA	1	1250	\$ 1,250.00
180	12" ALTERNATIVE FLARED END SECTION	EA	5	250	\$ 1,250.00
181	24" ALTERNATIVE FLARED END SECTION	EA	1	500	\$ 500.00
182	36" PRECAST CONCRETE PIPE INLET	LF	57	381	\$ 21,717.00
183	MANHOLE	LF	17	1025	\$ 17,425.00
184	ROCK SLOPE PROTECTION (NO. 2, METHOD B) (CY)	CY	73	145	\$ 10,585.00
185	CONCRETE (DITCH LINING)	CY	292	275	\$ 80,300.00
186	SLOPE PAVING (CONCRETE)	CY	117	645	\$ 75,465.00
187	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	225	2.65	\$ 596.25
188	MINOR CONCRETE (CURB)	CY	203	465	\$ 94,395.00

189	MINOR CONCRETE (GUTTER)	LF	1,580	25	\$ 39,500.00
190	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	CY	57	315	\$ 17,955.00
191	MINOR CONCRETE (CURB AND GUTTER)	CY	493	290	\$ 142,970.00
192	MINOR CONCRETE (SIDEWALK)	CY	494	245	\$ 121,030.00
193	MINOR CONCRETE (CURB RAMP)	CY	48	600	\$ 27,600.00
194	MISCELLANEOUS IRON AND STEEL	LB	16,941	3.2	\$ 54,211.20
195	CHAIN LINK FENCE (TYPE CL-6)	LF	1,991	19	\$ 37,829.00
196	16' CHAIN LINK GATE (CL-6)	EA	2	1250	\$ 2,500.00
197	DELINEATOR (CLASS 1)	EA	143	38	\$ 5,434.00
198	METAL BEAM GUARD RAILING (WOOD POST)	LF	5,400	25	\$ 135,000.00
199	VEGETATION CONTROL (MINOR CONCRETE)	SQYD	2,428	25	\$ 60,700.00
200	CONCRETE MAINTENANCE EDGE	LF	3,699	22	\$ 81,378.00
201	CABLE RAILING	LF	1,688	15	\$ 25,320.00
202	TRANSITION RAILING (TYPE WB)	EA	7	3800	\$ 26,600.00
203	END ANCHOR ASSEMBLY (TYPE SFT)	EA	8	1000	\$ 8,000.00
204	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	9	3000	\$ 27,000.00
205	CONCRETE BARRIER (TYPE 60D)	LF	643	52	\$ 33,436.00
206	CONCRETE BARRIER (TYPE 732)	LF	941	71	\$ 66,811.00
207	CONCRETE BARRIER (TYPE 732A)	LF	1,918	69	\$ 132,342.00
208	CONCRETE BARRIER (TYPE 736 MODIFIED)	LF	202	80	\$ 16,160.00
209	CONCRETE BARRIER (TYPE 736S MODIFIED)	LF	1,657	64	\$ 106,048.00
210	THERMOPLASTIC TRAFFIC STRIPE	LF	34,593	0.38	\$ 13,145.34
211	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,364	3.04	\$ 4,146.56
212	PAINT TRAFFIC STRIPE (2-COAT)	LF	28,424	0.22	\$ 6,253.28
213	PAINT PAVEMENT MARKING (2-COAT)	SQFT	3,479	2.63	\$ 9,149.77
214	PAVEMENT MARKER (RETROREFLECTIVE)	EA	1,287	4.05	\$ 5,212.35
215	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION	LS	1	10000	\$ 10,000.00

216	MODIFY SIGNAL AND LIGHTING (LOCATION 1)	LS	1	203000	\$ 203,000.00
217	MODIFY SIGNAL AND LIGHTING (LOCATION 2)	LS	1	224000	\$ 224,000.00
218	MODIFY SIGNAL AND LIGHTING (LOCATION 3)	LS	1	220000	\$ 220,000.00
219	MODIFY SIGNAL AND LIGHTING (LOCATION 4)	LS	1	125000	\$ 125,000.00
220	MODIFY CLOSED CIRCUIT TELEVISION SYSTEM	LS	1	16000	\$ 16,000.00
221	MAINTAIN RAMP METERING SYSTEM	LS	1	11000	\$ 11,000.00
222	RAMP METERING SYSTEM (LOCATION 1)	LS	1	84000	\$ 84,000.00
223	RAMP METERING SYSTEM (LOCATION 2)	LS	1	68000	\$ 68,000.00
224	RAMP METERING SYSTEM (LOCATION 3)	LS	1	86000	\$ 86,000.00
225	MODIFY LIGHTING AND SIGN ILLUMINATION	LS	1	595734	\$ 595,733.91
226	MODIFY COMMUNICATION SYSTEM	LS	1	82000	\$ 82,000.00
227	REMOVE PULL BOX	EA	41	105	\$ 4,305.00
228	SYSTEM TESTING AND DOCUMENTATION	LS	1	11000	\$ 11,000.00
229	MOBILIZATION				0
230	RETAINING WALL (MASONRY WALL)	SQFT	494	51	\$ 25,194.00
231	REMOVE ASPHALT CONCRETE PAVEMENT	SQFT	348912	0.3	\$ 104,673.60
232	LEAN CONCRETE BASE RAPID SETTING	CY	212	320	\$ 67,840.00
233	JOINTED PLAIN CONCRETE PAVEMENT (RAPID SETTING)	CY	495	471	\$ 233,145.00
234	CONCRETE (RAPID SETTING)	CY	82	550	\$ 45,100.00
235	MOBILIZATION	LS	1	2E+08	\$ 2,150,000.00
236	RELOCATE RECLAIMED WATER METER (IEUA)	EA	2	4000	\$ 8,000.00
237	MOBILIZATION (IEUA)	LS	1	5000	\$ 5,000.00
238	RELOCATE 36-INCH RW WELDED MORTAR LINED COATED STEEL PIPE (MLCSP) AND FITTINGS (CL 200) (IEUA)	LF	200	1500	\$ 300,000.00
239	DEMO 48-INCH EXISTING ABANDONED STORM DRAIN (IEUA)	LF	75	90	\$ 6,750.00
240	RECONSTRUCT RW BLOWOFF (IEUA)	EA	1	5700	\$ 5,700.00
241	RELOCATE RW BLOWOFF (IEUA)	EA	3	5500	\$ 16,500.00
242	RELOCATE 2-INCH RW COMBINATION AIR VALVE (IEUA)	EA	1	4500	\$ 4,500.00

243	RELOCATE 3-INCH RW COMBINATION AIR VALVE (IEUA)	EA	1	7100	\$ 7,100.00
244	RELOCATE 4-INCH RW COMBINATION AIR VALVE (IEUA)	EA	1	8200	\$ 8,200.00
245	RELOCATE CORROSION TEST STATION (IEUA)	EA	1	1500	\$ 1,500.00
246	RELOCATE MONITORING WELL (IEUA)	EA	1	1500	\$ 1,500.00
247	RELOCATE VALVE BOX (IEUA)	EA	1	4200	\$ 4,200.00
248	ADJUST VALVE BOXES TO GRADE (IEUA)	EA	3	400	\$ 1,200.00
249	ADJUST CORROSION TEST STATION TO GRADE (IEUA)	EA	1	1200	\$ 1,200.00
250	SHEETING, SHORING, BRACING AND OTHER EXCAVATION SUPPORTS (IEUA)	LS	1	6100	\$ 6,100.00
251	POTHOLE TO LOCATE EXISTING UTILITIES (IEUA)	EA	15	500	\$ 7,500.00
252	RELOCATE HYDRANT (CVWD)	EA	4	4400	\$ 17,600.00
253	RELOCATE AIR RELEASE VALVE (CVWD)	EA	1	4250	\$ 4,250.00
254	ADJUST WATER VALVE COVER TO GRADE (CVWD)	EA	34	400	\$ 13,600.00
255	RELOCATE WATER METER (CVWD)	EA	17	2850	\$ 48,450.00
256	RELOCATE RECLAIMED WATER METER (CVWD)	EA	3	3100	\$ 9,300.00
257	ADJUST SEWER MANHOLE (CVWD)	EA	15	850	\$ 12,750.00
258	MOBILIZATION INCLUDING TRAFFIC CONTROL, POTHOLES, SURVEYING, COMPACTION TESTING (LINE-A) (CVWD)	LS	1	5000	\$ 5,000.00
259	FURNISH AND INSTALL 8-INCH VCP, BELL & SPIGOT TYPE JOINT PER PLANS, SPECIFICATIONS AND CVWD STANDARD DRAWING NO. 301 (INCLUDING ABANDON PIPE IN PLACE, AND DEMOLISH AND REMOVE INTERFERING PORTION OF ABANDONED SEWER AS REQUIRED) (LINE-A) (CVWD)	LF	279	360	\$ 100,440.00
260	INSTALL 4 FT MANHOLE PER DETAIL AND PER CVWD STD. DWG. 204A AND 204B (LINE-A) (CVWD)	EA	3	5000	\$ 15,000.00
261	CONNECT EXISTING FACILITIES PER SHEET D-1 (LINE-A) (CVWD)	LS	1	8000	\$ 8,000.00
262	ROCK BEDDING, SAND PIPE ZONE, AND TRENCH BACKFILL PER CVWD STD. DWG. 301. CRUSHED ROCK 3/4" AND SAND SE 30 OR GREATER PER CVWD TECHNICAL SPECIFICATION 02223 (LINE-A) (CVWD)	LF	279	70	\$ 19,530.00
263	TRENCH REPAIR, BACKFILL TRENCH FULL DEPTH, WITH CRUSHED AGGREGATE BASE AND BASE PAVE, COMPLETE, PER CITY OF RANCHO CUCAMONGA STD. DWG. 120 (LINE-A) (CVWD)	LF	279	40	\$ 11,160.00
264	FURNISH AND INSTALL 16-INCH DIP, BELL & SPIGOT TYPE JOINT PER PLANS, SPECIFICATIONS AND CVWD STANDARD DRAWING NO. 301 (INCLUDING ABANDON PIPE IN PLACE, AND DEMOLISH AND REMOVE INTERFERING PORTION OF ABANDONED SEWER AS REQUIRED) (LINE-B) (CVWD)	LF	133	500	\$ 66,500.00
265	INSTALL 4 FT MANHOLE PER DETAIL AND PER CVWD STD. DWG. 204A AND 204B (LINE-B) (CVWD)	EA	3	5500	\$ 16,500.00

266	CONNECT EXISTING FACILITIES PER SHEET D-1 (LINE-B) (CVWD)	LS	1	21000	\$ 21,000.00
267	ROCK BEDDING, SAND PIPE ZONE, AND TRENCH BACKFILL PER CVWD STD. DWG. 301. CRUSHED ROCK 3/4" AND SAND SE 30 OR GREATER PER CVWD TECHNICAL SPECIFICATION 02223 (LINE-B) (CVWD)	LF	133	67	\$ 8,911.00
268	TRENCH REPAIR, BACKFILL TRENCH FULL DEPTH, WITH CRUSHED AGGREGATE BASE AND BASE PAVE, COMPLETE, PER CITY OF RANCHO CUCAMONGA STD. DWG. 120 (LINE-B) (CVWD)	LF	133	50	\$ 6,650.00
	TOTAL:				\$28,907,000.00

ARTICLE 5. TAXES, DUTIES AND FEES

Except to the extent expressly provided elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensation 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 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 the CONTRACTOR, 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 CONTRACTOR. Nothing herein shall relieve SANBAG from its obligation to compensate CONTRACTOR 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

CONTRACTOR agrees that he/she 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 without additional compensation from SANBAG. CONTRACTOR also agrees to keep current as required all current permits required throughout the duration of the Project.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SANBAG, the U.S. Department of Transportation (DOT), including but not limited to the Federal Transit or Federal Highway Administration, and the Comptroller General of the United States, or other authorized representatives or agents of SANBAG, 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 SANBAG, 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 SANBAG, Caltrans, FHWA or FTA, or its representatives or agents to reproduce any materials as reasonably necessary.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until SANBAG has issued a written Notice To Proceed (NTP).

ARTICLE 10. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

10.1 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 are minimum specific requirement activities of the Equal Employment Opportunity (EEO):

10.1.1 CONTRACTOR will work with SANBAG and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

10.2.1 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."

10.2 EEO Officer: CONTRACTOR will designate and submit to the SANBAG 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 SANBAG and responsibility to do so.

10.3 Dissemination of Policy: All employees of the CONTRACTOR 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's 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:

10.3.1 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.

10.3.2 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.

10.3.3 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.

10.3.4 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.

10.3.5 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.

10.4 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.

10.4.1 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.

10.4.2 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.)

10.4.3 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.

10.5 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:

10.5.1 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.

10.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

10.5.3 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.

10.5.4 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.

10.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

10.6.1 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.

10.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

10.6.3 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.

10.7 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:

10.7.1 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.

10.7.2 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.

10.7.3 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 SANBAG and shall set forth what efforts have been made to obtain such information.

10.7.4 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 SANBAG.

10.8 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 SANBAG DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

10.9 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 SANBAG. 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.

10.9.1 CONTRACTOR will submit an annual report to the SANBAG each July 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 11. 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 Work required under this Contract or to be contrary to the interests of SANBAG as to the Project. 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, in writing, of any conflict of interest issues as soon as they are known to CONTRACTOR. CONTRACTOR acknowledges that no member or delegate to, the Congress of the U.S. shall have any interest, direct or indirect, in this Contract or the benefits thereof.

ARTICLE 12. REPRESENTATIONS

All work supplied by CONTRACTOR under this Contract shall be supplied by personnel who are qualified, careful, skilled, experienced and competent in their respective trades or professions. CONTRACTOR agrees that the work performed shall conform to all drawings, plans and specifications herein.

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 SANBAG, shall deliver to SANBAG the original of all such Products which shall become the property of SANBAG.
- 13.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG-owned medium furnished to CONTRACTOR 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 CONTRACTOR without the express written consent of SANBAG.
- 13.3 Except as reasonably necessary for the performance of Work, CONTRACTOR 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 CONTRACTOR from or through SANBAG in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SANBAG 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 SANBAG and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same. Any materials and information referred to in this Article, which are produced by CONTRACTOR for SANBAG in the performance and completion of

CONTRACTOR's Services under this Contract, until released in writing by SANBAG, 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 SANBAG'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 SANBAG.

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 SANBAG unless otherwise agreed to in writing by the Parties.

ARTICLE 14. TERMINATION

14.1 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 CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall promptly discontinue performance of Services 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.

14.1.1 CONTRACTOR shall deliver to SANBAG, all deliverables prepared by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SANBAG. Upon such delivery, CONTRACTOR may then invoice SANBAG for payment in accordance with the terms herein.

14.1.2 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 SANBAG 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.

14.1.3 CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field 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.

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, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any Work 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 SANBAG, SANBAG may take possession of the deliverables and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG 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 CONTRACTOR shall deliver to SANBAG all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SANBAG within ten (10) working days of said notice.

14.3 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 CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. STOP WORK ORDER

Upon failure of CONTRACTOR or its subcontractors to comply with any 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 the Termination provision herein.

ARTICLE 16. 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 CONTRACTOR for any claim asserted by CONTRACTOR after final payment has been made under this Contract.

ARTICLE 17. INSURANCE

Without in anyway affecting the indemnity provision identified in this Contract, CONTRACTOR shall, at the CONTRACTOR's sole expense, and prior to commencement of any Work, procure and maintain in full force, insurance with carriers and with terms and conditions acceptable to SANBAG through the expiration of the patent deficiency in the construction statute of repose set forth in section 337.1 of the Code of Civil Procedure. 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 at least the following limits of liability:

17.1 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 per accident
- Bodily Injury by disease - \$1,000,000 policy limit/\$1,000,000 each employee

Waiver of Subrogation endorsement naming SANBAG and its contracting entities as identified in this Article.

17.2 Commercial General Liability – Certificate of Insurance must include the following coverages:

- \$2,000,000 per Occurrence Limit/ \$5,000,000 in the aggregate
- \$1,000,000 Personal Advertising Injury Limit/\$2,000,000 in the aggregate
- \$2,000,000 Products/Completed Operations in the aggregate
- \$10,000,000 umbrella or excess liability.
- Combined total for Commercial General Liability and Excess Liability limits of \$25,000,000 will be required for projects with a contract value in excess of \$25,000,000.
- Umbrella or excess policy shall follow form over the CONTRACTOR's General Liability coverage and shall provide a separate aggregate limit for products and completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

17.3 Commercial Auto Insurance – Certificate of Insurance must include the following coverages:

- Auto Liability limits of not less than \$5,000,000 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 as identified in this Article.
 - a) Products and Completed Operations coverage. CONTRACTOR agrees to maintain this coverage for 10 years following the acceptance of Work or until all applicable Statutes of Limitation expire, whichever length of time is longer. CONTRACTOR further agrees to continue naming SANBAG and any other parties of interest as Additional Insured(s) for the entire length of time as described herein.
 - b) Contractual Liability without any modification of the definition of "Insured Contract".
 - c) Property Damage coverage including completed operations or its equivalent.
 - d) Coverage is to be on an "occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable except where "Professional Liability" coverage is required.
 - e) An endorsement stating that any aggregate limits apply on a "per project" and on a "per location" basis.
 - f) The project name must be indicated under "Description of Operations/Locations".

17.4 Proof of Coverage –

- Evidence of insurance in a form acceptable to SANBAG, including the required "additional insured" endorsements, shall be provided within 10 business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR 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,

CONTRACTOR will provide SANBAG 30 days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SANBAG 10 prior days written notice.

- Certificates of Insurance, as evidence of required insurance, for the General Liability and Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager's name on the face of the certificate.
- SANBAG may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of SANBAG. Regardless of the allowance of exclusions or deductions by SANBAG, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to SANBAG is consistent with the requirements of this section.
- CONTRACTOR shall provide certified copies of all insurance policies required within ten (10) days of SANBAG's written request of said copies. All such certificates, except those for Worker's Compensation insurance, shall include San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino Congestion Management Agency and Service Authority for Freeway Emergencies, and their officers, employees, agents and volunteers, as additional insureds on Commercial General Liability insurance and auto insurance. With respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract. Coverage for such additional insureds shall not extend to liability:
 - (a) Arising from any defective or substandard condition of the Roadway which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to maintain existing Roadway facilities and the claim arises from the CONTRACTOR' failure to maintain; or
 - (b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or
 - (c) To the extent prohibited by section 11580.04 of the Insurance Code.

17.7 Builder's Risk Insurance – CONTRACTOR shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers SANBAG's soft costs equal to twenty percent (20%) of the Contract's full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the project that has been delayed due to unexpected physical damage and include, but are not limited to the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include interests of SANBAG, CONTRACTOR and its sub-contractors in the Project as insureds as their interest may appear. The insurance shall

cover without limitation, loss or damage to the work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, SANBAG, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fire or other perils covered by the Builder's Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the work or the property of the CONTRACTOR or sub-contractor shall be endorsed to provide a waiver of subrogation in favor of SANBAG, CONTRACTOR and sub-contractors-as their interest may appear.

- 17.5 Waiver of Subrogation Rights - CONTRACTOR shall require the carriers of Commercial General Liability, Automobile Liability and Worker's Compensation to waive all rights of subrogation against SANBAG, and its officers, employees, agents and volunteers, and subcontractors. Such insurance coverage provided shall not prohibit CONTRACTOR or CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. CONTRACTOR hereby waives all rights of subrogation against SANBAG.
- 17.6 Enforcement – SANBAG may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, SANBAG may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of SANBAG, but any acceptance of insurance certificates by SANBAG shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR's duties and responsibilities under the Contract to indemnify, defend and hold harmless SANBAG, and its authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude SANBAG from taking other actions as is available to it under any other provision of the contract or law. Failure of SANBAG to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.
- 17.7 All coverages for subcontractors shall be subject to all of the requirements stated herein. CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor

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

17.9 Intentionally Omitted.

ARTICLE 19. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SANBAG)

and hold harmless SANBAG 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 is 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 California Civil Code section 2782.

ARTICLE 20. 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 SANBAG when prepared, whether delivered to SANBAG or not.

ARTICLE 21. RECORD AND INSPECTION AND AUDITING

SANBAG, or any of its designees, representatives or agents, including but not limited to the U.S. Department of Transportation, Federal Highways Administration or Federal Transit Administration shall at all times have access during normal business hours to CONTRACTOR's operations and products wherever they are in preparation or progress, and CONTRACTOR 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 CONTRACTOR to comply with the Contract or to subsequently reject and unsatisfactory Work or products.

ARTICLE 22. 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. SANBAG 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 personnel 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 SANBAG.

ARTICLE 23. 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 attorney's fees. This Article shall not apply to those costs and Attorney's fees directly arising from any third party legal action against a Party hereto and payable under the "Indemnity" provision of the Contract.

ARTICLE 24. 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 25. 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 26. PRECEDENCE

26.1 The Contract consists of the General Terms and Conditions, Special Provisions, Specifications and Plans, SANBAG's Invitation For Bids and CONSULTANT's bid, all of which are incorporated herein by this reference.

26.2 The following order of precedence shall apply:

- 1.1 SANBAG Contract
- 1.2 Permits from other agencies as required by law
- 1.3 Invitation for Bids (IFB) and Bidder's Bid
- 1.4 Special Provisions
- 1.5 Project Plans
- 1.6 Caltrans' Revised Standard Plans
- 1.7 Caltrans' Standard Plans
- 1.8 Caltrans' Amendments to Standard Specifications
- 1.9 Caltrans' Standard Specifications
- 1.10 City of Rancho Cucamonga and City of Fontana Standards and Plans
- 1.11 Greenbook
- 1.12 Information Handout

Note: Change orders, supplemental agreements and approved revisions to the plans and specifications will take precedence over items 1.4 through 1.12 above.

ARTICLE 27. 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 made after regular business hours; or (c) the fourth business day following 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. CONTRACTOR shall notify SANBAG of any changes within ten (10) business days of the change.

To CONTRACTOR	To SANBAG
Flatiron West, Inc.	San Bernardino Associated Governments
1770 La Costa Meadows Drive	1170 W. 3rd Street, 2nd Floor
San Marcos, CA 92078	San Bernardino, CA 92410-1715
Attn: Christian M. Peich, Vice President	Attn: Garry Cohoe
	cc: Contract Administrator
Phone: 760 916-9100	Phone: (909) 884-8276

ARTICLE 28. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highways Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

ARTICLE 29. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SANBAG for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SANBAG the sum of \$10,500.00 per each calendar day of delay as identified in the weekly statement of working days issued by the SANBAG. If all work excluding plant establishment is complete, the LD's shall be \$950 per each calendar day. SANBAG shall not withhold liquidated damages if the delay is determined by SANBAG to be excusable in accordance with the Force Majeure article of this Contract. SANBAG may extend the period of performance of this Contract when in its sole judgment; there is sufficient justification to do so.

ARTICLE 30. 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 SANBAG.

ARTICLE 31. SUBCONTRACTS

31.1 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 SANBAG. 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's own organization (23 CFR 635).

31.1.1 "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.

31.1.2 "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.

31.2 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 SANBAG determines is necessary to assure the performance of the Contract.

31.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the prior written consent of SANBAG, 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 SANBAG 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. SANBAG'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. SANBAG 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 32. COORDINATION WITH OTHER CONTRACTS

SANBAG may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SANBAG's employees or agents and carefully fit its own work to such additional work as may be directed by SANBAG. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by SANBAG.

ARTICLE 33. PREVAILING WAGE REQUIREMENTS

33.1 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 Secretary of Labor under the Copeland Act (29 CFR Part 3)), 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 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.

- 33.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions.

ARTICLE 34. SAFETY

34.1 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 SANBAG 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. section 333).

34.2 Pursuant to 29 CFR section 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. section 333).

ARTICLE 35. DISADVANTAGED BUSINESS ENTERPRISE

35.1 SANBAG, as a recipient of federal financial assistance, is required to implement a Disadvantaged Business Program in accordance with Federal Regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). SANBAG has set a contract specific goal of 8.2% for this project. CONTRACTOR must furnish all documentation satisfactory to SANBAG that the work committed to DBEs was actually performed by DBEs. Requests for progress payments must include a summary of payments (Form 315) actually made to DBEs during the invoice period, which includes a total of all payments made to **all** subcontractors under this Contract. DBE participation shall be credited toward the overall DBE goal only when payments are actually made to the DBE firms. CONTRACTOR shall submit Form 315 on the 15th of every month to SANBAG's Contract Administrator. Upon completion of the Contract, the CONTRACTOR shall complete Form 317, "Final Report-Utilization of DBE First-Tier Subcontractors" and certify that the information contained in Form 317 is true and correct and submit the form with their final invoice.

35.2 Should a substitution of a DBE subcontractor be necessary, CONTRACTOR shall submit a

written request to SANBAG prior to any substitution taking place. If a listed DBE subcontractor is terminated, CONTRACTOR shall make Good Faith Efforts to find another certified DBE subcontractor to substitute for the original DBE subcontractor. The substituted DBE must perform at least the same amount of work as the original DBE under the Contract and to the extent needed to meet the DBE goal. The substituted DBE must be certified as a DBE by the CUCP at the time of request is made for the substitution. Substitution requests whether for a DBE or non-DBE subcontractor shall be in accordance with the California Public Contract Code section 4107 et. seq.

35.3 Should a certified DBE subcontractor become decertified during the term of the Contract, the CONTRACTOR shall notify SANBAG in writing within 30 calendar days of the change and include the date of decertification. If a subcontractor becomes a certified DBE during the term of the Contract, the CONTRACTOR shall notify SANBAG in writing within 30 calendar days and include the date of DBE certification.

35.4 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as SANBAG may deem appropriate.

ARTICLE 36. NONSEGREGATED FACILITIES

36.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

36.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

36.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

ARTICLE 37. RECORD OF MATERIALS, SUPPLIES AND LABOR

CONTRACTOR agrees to become familiar with the list of specific materials and supplies

contained in Form FHWA-47, "Statement of Materials and Labor Used by CONTRACTOR of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract. CONTRACTOR shall also maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47. CONTRACTOR shall furnish, upon the completion of the Contract, to SANBAG on Form FHWA-47 together with the data required in this Article relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned. At the CONTRACTOR's option, either a single report covering all contract work or separate reports for the CONTRACTOR and for each subcontract shall be submitted.

ARTICLE 38. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR's suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS 18 U.S.C. section 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-Aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

ARTICLE 39. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SANBAG, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 40. CONFIDENTIALITY

Any SANBAG 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 SANBAG. 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 SANBAG.

ARTICLE 41. 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 42. 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 SANBAG, 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 SANBAG.

ARTICLE 43. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC section 6962), including but not limited to 40 CFR Part 247 and Executive Order 12873, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 44. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. section 1251 et. seq. CONTRACTOR shall report each violation to SANBAG and understands and agrees that SANBAG who will in turn, report each violation as required to assure notification to FHWA and appropriate Environmental Protection Agency (EPA) Regional Office. CONTRACTOR shall include this requirement in each subcontract exceeding \$100,000.

ARTICLE 45. DRUG FREE WORKPLACE

CONTRACTOR agrees to comply with the Drug Free Workplace Act of 1990 per California Government Code section 8350 et. seq.

ARTICLE 46. 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 47. FORCE MAJEURE

CONTRACTOR shall not be in default under 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 or governmental restraint, natural disasters such as floods, earthquakes, landslides and fires, 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 48. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 49. EFFECTIVE DATE

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract below.

FLATIRON WEST, INC.

By: _____
Christian M. Peich
Vice President

Date: _____

Licensed in accordance with an act
providing for registration of contractors.

License Number

Federal Employer
Identification Number

SANBAG

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

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator



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

Minute Action

AGENDA ITEM: 18

Date: June 4, 2014

Subject: Schedule a public hearing to consider adoption of Rail Property fees and charges by Resolution No. 14022

Recommendation: That the Board acting as the San Bernardino County Transportation Commission schedule a public hearing to consider adoption of Rail Property fees and charges by Resolution No. 14022 at 10:30 a.m. on July 2, 2014.

Background: Over the past year, staff, Epic Land Solutions (SANBAG property manager), the General Counsel and outside counsel have been working to revise and update SANBAG's rail property agreement templates, develop a policy governing management and administration of rail property, and determine appropriate fees and charges associated with use of rail property. These templates, the policy and the fees and charges are expected to streamline the rail property use approval process, improve cost effective use of rail revenues, protect SANBAG's interests, and free the Board from repetitively reviewing and approving common, course-of-business documents that require little or no policy direction.

Prior to establishing these new fees and charges the Commission must conduct a public hearing pursuant to Government Code Section 66018. While not required by any SANBAG policy or by law, it is SANBAG's long-standing practice to seek leave of the Board to set dates and times for public hearings. Accordingly, this item seeks Board approval to set the public hearing regarding adoption of the Rail Property fees and charges by Resolution No. 14022, for the July 2, 2014, Board of Directors meeting at 10:30 a.m. If the Board approves setting this public

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

BRD1406a-mmm

hearing, the clerk of the Board will publish notice of the public hearing pursuant to Government Code Section 6062a.

Financial Impact: This item is consistent with the Fiscal Year 2013/2014 annual budget.

Reviewed By: This item has not received prior policy committee or technical advisory committee review. SANBAG General Counsel has reviewed and approved this item.

Responsible Staff: Mitch A. Alderman, Director of Transit and Rail Programs



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

Minute Action

AGENDA ITEM: 19

Date: June 4, 2014

Subject: Financial Commitment to the Southern California Regional Rail Authority for Fiscal Year 2014/2015

Recommendation:* That the Board of Directors:

1. Approve Fiscal Year 2014/2015 operating assistance allocation of \$11,804,830 in Valley Local Transportation Funds to the Southern California Regional Rail Authority. This is an increase of 3% from the Fiscal Year 2013/2014 operating allocation.
2. Provide direction to the Southern California Regional Rail Authority staff that budget cuts required as a result of Recommendation #1 above, shall not come at the expense of reduced service.
3. Approve Fiscal Year 2014/2015 capital assistance allocation of \$5,232,400 in Federal Transit Administration 5337 funds with local match to be funded from Toll Credits.
4. Approve Fiscal Year 2014/2015 Rotem car reimbursement of \$1,000,000 in Federal Transportation Administration 5337 funds and \$1,391,782 in Federal Transportation Administration 5309 fixed guide-ways to the Southern California Regional Rail Authority for costs associated with the purchase of

*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"/>
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Check all that apply.
 BRD1406a-jrf

- <http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1406/AgendaItems/BRD1406a1-jrf.pdf>
- <http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1406/AgendaItems/BRD1406a2-jrf.pdf>
- <http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1406/AgendaItems/BRD1406a3-jrf.pdf>

Rotem cars originally funded by Orange County Transportation Authority, per the reimbursement plan approved by the Board of Directors on July 10, 2013.

Background: The Southern California Regional Rail Authority (SCRRA) Joint Powers Agreement requires that a preliminary budget be presented to the member agencies by May 1st of each year. On April 25, 2014 the SCRRA Board authorized the release of the Fiscal Year 2014/2015 preliminary budget. Adoption of the final SCRRA budget is scheduled in June and is contingent upon each of the five member agencies, which includes SANBAG, the Los Angeles County Metropolitan Transportation Authority (LACMTA), the Orange County Transportation Authority (OCTA), the Riverside County Transportation Commission (RCTC), and the Ventura County Transportation Commission (VCTC).

The proposed preliminary SCRRA budget for the Fiscal Year 2014/2015, included as Attachment A, "SCRRA Preliminary FY2015 Budget", totals \$273 million, consisting of \$222.9 million for operations and \$50.1 million for capital/rehabilitation projects. Of that total preliminary budget amount transmitted by SCRRA, SANBAG's subsidy equates to \$12,467,000 for operations and \$7,624,182 for capital/rehabilitation, including the Rotem reimbursement.

SANBAG staff recommends allocating an operating subsidy of \$11,805,000 and a capital/rehabilitation subsidy of \$7,624,182. Staff's recommendation amount for the operating subsidy is significantly less than what is being requested by SCRRA; corresponding to a 3% increase over last year's budget as opposed to an 8.8% increase as currently being requested by SCRRA.

The operating budget items with the largest increases over last year's budget are:

ITEM	COST INCREASE	% INCREASE
Train Operations	\$1,479,000	3.6%
Equipment Maintenance	\$4,483,000	17.9%
Security – Sheriff	\$838,000	18.8%
Ticket Vending Machine Maint.	\$697,000	14.1%
Maintenance of Way	\$3,719,000	10.5%
Staff Salaries	\$815,000	7.6%
Indirect Admin. Expenses	\$833,000	6.7%
Liability Insurance	\$807,000	5.5%

Operating Subsidy

The SANBAG Board of Directors adopted a Valley Transit and Rail Conceptual Funding Strategy in May 2013 that identifies funding through 2020 for planned transit services based on current revenue projections. The funding Strategy includes a combination of federal, state, and local funding sources that total just under \$1.5 billion for 2013 through 2020. Based on a Comprehensive Operational Analysis (COA) completed for Omnitrans, which was adopted by the SANBAG Board of Directors on November 6, 2013 and the Omnitrans Board of Directors on December 4, 2013, SANBAG staff identified an annual operating deficit for both Omnitrans and SCRRA attributed to operating expenses growing at a faster rate than projected revenue.

The largest source of flexible funding available for operating expenses in the San Bernardino Valley is Local Transportation Funds (LTF). Historically, LTF has been used to fund both capital and operating expenses. As a result of the COA, SANBAG determined that LTF should be reserved for funding operations; and a sustainable rate of allocation should be adhered to in an effort to maintain current levels of transit service throughout the Valley. The Valley Transit and Rail Conceptual Funding Strategy included approximately 80% of the annual Valley LTF allocations being made to Omnitrans and 20% to Metrolink for their annual operating subsidy. In order to have a sustainable rate of LTF expenditures, and to plan for fiscal years when LTF revenues decline, SANBAG plans to maintain the LTF allocation to Omnitrans at a 3% annual growth rate and the combined LTF and State Transit Assistance Fund – Operator allocation to Metrolink at the same 3% annual growth rate, as shown in Table 1, “Constrained Operating Cost versus Operating Revenue”. It should be noted that the 8% from Measure I (Metrolink/Rail Service) cannot be used to fund Metrolink operations for the existing service. It can however be used to fund capital improvements on the existing Metrolink system and for operations and capital on the Downtown San Bernardino Passenger Rail Project as well as the Redlands Passenger Rail Project and for extending the Gold Line from the county line to the Montclair Transit Center.

Based on the COA and the Conceptual Funding Strategy, the Omnitrans Board of Directors directed Omnitrans staff to prepare an operating budget that did not exceed the 3% revenue increase over last year’s budget. Specific direction was provided requiring that cuts to the budget could not affect service levels. On May 7, 2014 the Omnitrans Board of Directors adopted the Fiscal Year 2014/2015 Annual Budget, which met the 3% annual increase of revenues. Budget savings were primarily realized by finding efficiencies within the organization, reducing Omnitrans core staff by eight positions, consolidating four departments into two, and reclassifying four other core staff positions.

If the preliminary SCRRA budget is approved at the amounts requested by SCRRA, at an increase of 8.8% over last year's budget and annual operating expenditures continue to rise above 3%, as they have the last three years, SANBAG will not be able to sustain funding for SCRRA or Omnitrans operations. In the spirit of equitable funding for all of SANBAG area transit operators, should SANBAG elect to provide funding to SCRRA at a substantially higher level than 3%, the other operators in the County may request the same level of funding for their respective operations. This potential increased funding would further exacerbate the issue of expenditures increasing faster than projected revenues, as depicted in Table 2, "Unconstrained Operating Expenses versus Operating Revenues".

Based on the revenue projections for LTF, SANBAG staff recommends an operating subsidy increase of 3% over last year's SCRRA Budget, equating to \$11,805,000. This would require SCRRA to make budgetary and/or structural changes. Similar to Omnitrans, SANBAG staff feels that these cuts should not come at the expense of reduced service levels. Since funding of SCRRA by the five member agencies (SANBAG, LACMTA, RCTC, OCTA, and VCTC) is derived by formulae, the reduced funding by one or more of the member agencies would create a complex issue that has never occurred in the 20-year history of SCRRA.

Capital Subsidy / Rotem Reimbursement

SANBAG staff recommends a total capital/rehabilitation subsidy of \$7,624,182 which matches SCRRA's request and includes \$2,391,782 be allocated to SCRRA to pay for reimbursements for the purchase of Rotem cars. A reimbursement plan, included as Attachment B was originally approved by the SANBAG Board of Directors in July 2013, totaling \$6 million, paid over six years. SANBAG contributed \$1 million last year as part of the Fiscal Year 2013/2014 capital subsidy to SCRRA. This fiscal year's reimbursement includes \$1 million as laid out in the reimbursement plan and an additional \$1,391,782 of Federal Transportation Administration 5309 fixed guide-ways fund that were recently identified by the FTA as SANBAG funds, resulting in a balance of \$2,649,594 remaining.

At OCTA's request, FTA completed a reconciliation for Section 5309 funds under SAFETEA-LU. During this process, FTA informed SANBAG and SCRRA that \$1,391,782 had not been expended. In order to spend these funds before they lapse, SCRRA will submit a grant application to FTA. If the grant is awarded then the funding will be used towards the Rotem repayment. If the grant is denied then neither SANBAG nor SCRRA projects will suffer from the loss of these funds.

SANBAG Metro Valley Study Session Discussion – May 15, 2014

This item was originally presented and discussed at the SANBAG Board of Director's Metro Valley Study Session on May 15, 2014. SCRRA's Chief Executive Officer, Michael DePallo and SCRRA's Chief Financial Officer, Sam Joumbat provided a presentation about the SCRRA Draft Budget detailing SCRRA's request for a SANBAG share of the operating subsidy at 8.8% higher than last fiscal year's request. Mitch Alderman, SANBAG Director of Transit and Rail, explained that the SANBAG staff recommendation only allowed for an increase of 3% over last fiscal year's budget for operating subsidy as discussed in the background section.

After a lengthy discussion, Larry McCallon made a motion revising recommendation #1 to include: a recommendation of approving an increase to SCRRA's operating subsidy of 8.8% over last year for the first six (6) months of Fiscal Year 2014/2015; the approval of the second half of the SCRRA Budget in six months at the November SANBAG Board of Directors meeting, at which time SCRRA will need to present additional operating budget savings they have identified. This revised recommendation was seconded by Paul Eaton but ultimately not approved by the Board with a vote of five (5) in favor and eleven (11) against.

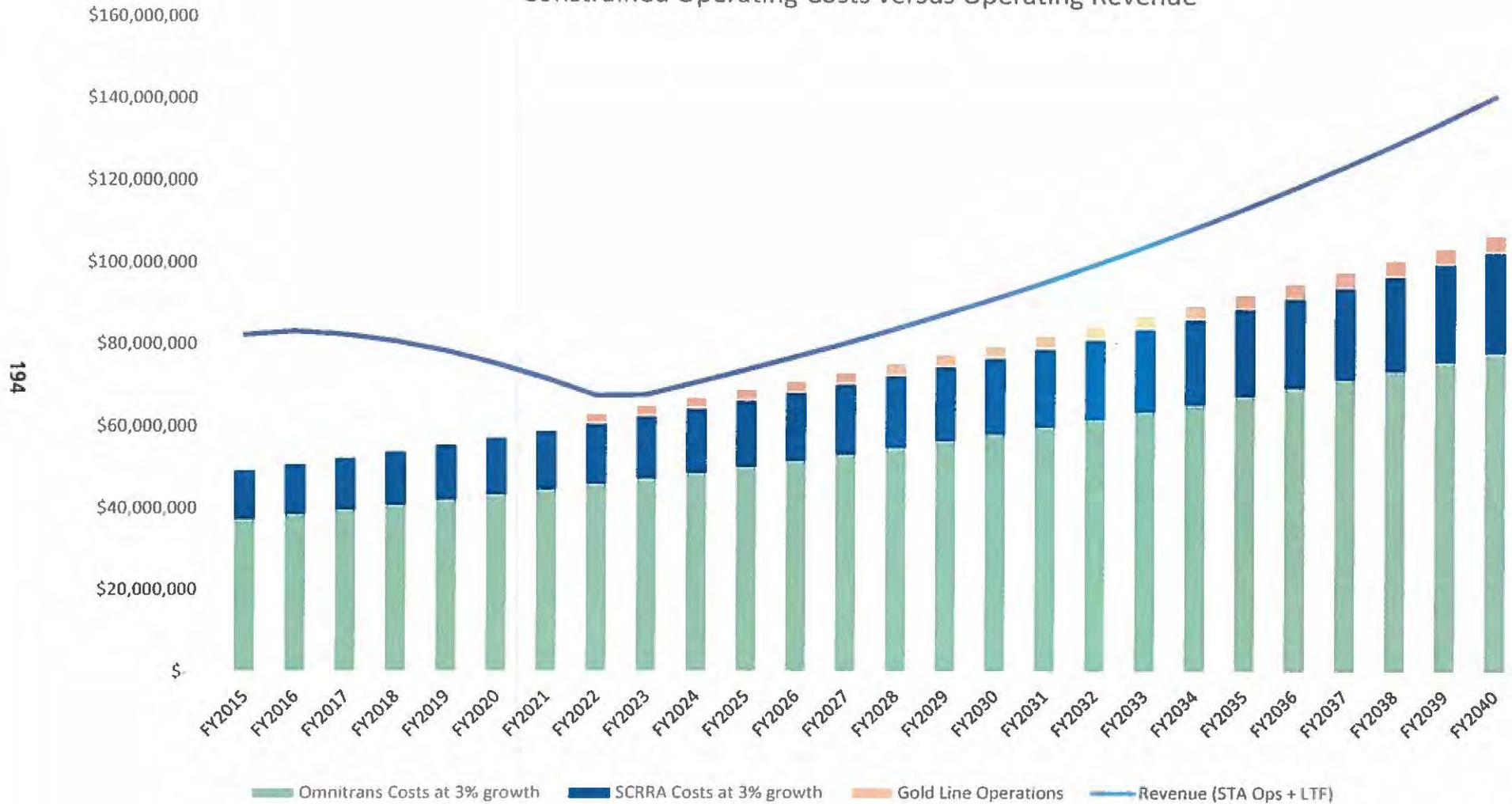
Alan Wapner then made a motion to approve recommendation #1 and #2 per SANBAG staff recommendations of only increasing the operating subsidy by 3%. This motion was seconded by Bill Jahn and approved with a vote of twelve (12) in favor and four (4) against. Recommendation #3 and #4 were voted on separately and approved unanimously. Due to the number of descending votes, this item is characterized as a discussion item for this board meeting.

Financial Impact: This item as recommended by SANBAG staff is consistent with the proposed SANBAG Fiscal Year 2014/2015 budget. The capital/rehabilitation and Rotem reimbursement subsidy totaling \$7,624,182 of FTA 5337 and 5309 funds will not pass through SANBAG financials as we are not currently a FTA grantee. These monies will be transferred from FTA to SCRRA directly with SANBAG responsible for allocation of the funds to SCRRA and programming of the funds in the Federal Transportation Improvement Program.

Reviewed By: This item was reviewed and recommended for approval with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 15, 2014. Recommendations #1 and #2 were reviewed and recommended for approval (12-4-1; Opposed: McCallon, Rigsby, Eaton and Aguilar; Abstained: Rutherford). Recommendations #3 and #4 were reviewed and unanimously recommended for approval.

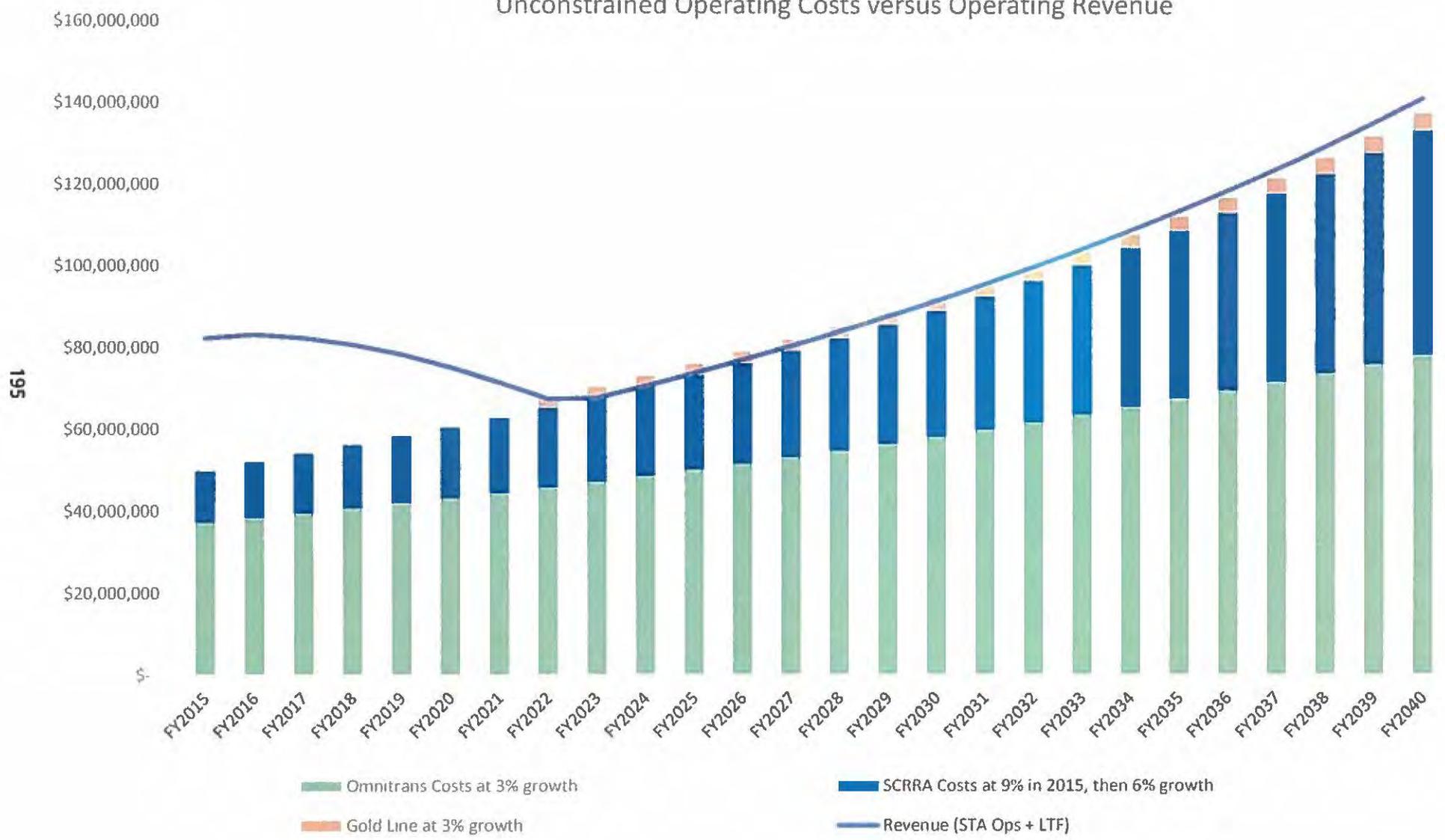
Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

TABLE 1
 Constrained Operating Costs versus Operating Revenue



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TABLE 2
Unconstrained Operating Costs versus Operating Revenue



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METROLINK®

Southern California Regional Rail Authority

May 1, 2014

TO: Darrell Johnson, *Chief Executive Officer, OCTA*
 Darren Kettle, *Executive Director, VCTC*
 Art Leahy, *Chief Executive Officer, Metro*
 Anne Mayer, *Executive Director, RCTC*
 Dr. Raymond Wolfe, *Executive Director, SANBAG*

FROM: Michael P. DePallo
Chief Executive Officer, SCRRA

SUBJECT: SCRRA Preliminary FY2015 Budget

The SCRRA Board of Directors acted on April 25, 2014, to authorize the transmittal to our Member Agencies the Preliminary FY 2014-15 (FY15) SCRRA Budget. After Member Agency Boards have acted on the Preliminary Budget, staff will go back to the SCRRA Board in a special meeting on June 27, 2014, for adoption of the final FY15 Budget.

The first draft of the Preliminary FY15 budget was discussed with members of the Technical Advisory Committee (TAC) at a meeting held on March 19, 2014. Based on comments received from the TAC, staff was able to achieve further reductions that were included in the budget presented to the Board on April 11, 2014. A subsequent meeting with the TAC, on April 15, 2014, and a meeting with Member Agency CEO's, on April 18, 2014, resulted in additional changes.

Preliminary FY15 Budget

The Preliminary FY15 Budget, as authorized for transmittal to Member Agencies by the Board at a special meeting on April 25, 2014, and subsequently revised as a result of small changes to incremental service requests for 2015, is requesting a total budget authority of \$273.0 million, consisting of \$222.9 million in Operating Budget authority (Attachment A), \$42.8 million in Rehabilitation Projects authority (Attachment B), and \$7.3 million in New Capital Projects authority (Attachment C). Operating Revenue for FY15 is estimated at \$110.5 million. Therefore, the resultant Member Agency Subsidies are budgeted at \$112.4 million.

The Board, in the special meeting on April 25, 2014, took action as outlined below. All these actions are reflected in the Preliminary FY15 Budget that is being transmitted herewith.



One Gateway Plaza, Floor 12 Los Angeles, CA 90012 T (213) 452 0200

metrolinktrains.com

- As a potential cost-saving measure, staff presented certain service reductions of specific trains that have low ridership. However, staff did not recommend the service reductions. The Board voted against reducing service.
- As a potential increase in revenue, staff presented two scenarios, a 3% and a 5% fare increase. Staff did not recommend any fare increase given that the fare was increased by 7% and 5% in July 2012 and July 2013, respectively. The Board voted against the fare increase.
- Staff presented the option of adding four deputy sheriffs needed to patrol trains, stations, and right-of-way. This is to deter the increased level of violence our customers are being subjected to. These four deputies were eliminated from the FY14 budget. The Board voted to add the four deputies to the Preliminary FY15 Budget and requested a detailed justification and scope of work for the increase in the Sheriff's services. This will be addressed at a future Board meeting. If not satisfied, the Board reserved the option to remove the four deputies that were added to the Preliminary FY15 Budget, before adoption of the budget.
- Staff outlined two potential salary increase scenarios, the first a 3% merit increase and the second a cost of living adjustment (COLA). For the latter, the Los Angeles-Riverside-Orange County Consumer Price Index increase as published by the Bureau of Labor Statistics was used, which was 1.14% for calendar year 2013. The Board voted to include COLA in the Preliminary FY15 Budget.
- Two additional positions for the Internal Audit Department were presented as an option. These were additional to the two positions approved by the Board at the February 14, 2014, Board meeting. As an alternative, an on-call contracted audit service was presented. The Board voted not to include either item in the Preliminary FY15 Budget.
- There was also a request for staff to provide SCRRA employee vacancy information and identify positions that have been vacant for one year.
- It was also decided to review, at a different time, SCRRA's policy that allows law enforcement personnel to ride Metrolink trains for free.

SCRRA Budget Priorities for FY15

- Continue the implementation of ongoing safety improvements, with Positive Train Control (PTC) as the centerpiece of the effort.
- Improve reliability and on-time performance by enhancing the rehabilitation program and reducing major failures. This should increase customer retention through improved performance and service.

- Increase sheriff's patrol of trains, stations, and right-of-way to enhance safety and reduce accidents and suicides. This should also result in improved performance and the customer experience.

Train Operations and Maintenance-of-Way (MOW)

The Train Operations component of the budget consists of those costs necessary to provide Metrolink commuter rail services across the six-county service area, including the direct costs of railroad operations, equipment maintenance, required support costs, and other administrative and operating costs. Ordinary MOW expenditures are those costs necessary to perform the inspections and repairs needed to assure the reliable, safe operation of trains and safety of the public. The FY15 budgeted amount for Train Operations is \$134.6 million, MOW is \$39.9 million, Administration & Services is \$30.2 million, and Insurance/Claims is \$17.7 million.

The Preliminary FY15 Budget assumes the operation of a total of 2.9 million revenue service miles through the operation of 171 weekday trains and 86 weekend trains. The proposed budget includes the incremental services requested by Member Agencies this year. Orange County Transportation Authority requested the elimination of four week day trains (two round-trips) running between Laguna Niguel and Fullerton and added one weekday round-trip between Laguna Niguel and Los Angeles Union Station. Riverside County Transportation Commission requested the addition of two weekday round-trips on the 91 Line and two weekend round-trips also on the 91 Line. Subsequent to the April 25, 2014, special Board meeting, changes to the 91 Line service resulted in some expense and revenue modifications.

Operating Expense Drivers

The largest dollar increases within the operating budget are the contractual escalations for the four major vendors. Increases attributable to these escalations total approximately \$3.1 million. PTC is another significant item. The main cost drivers for PTC are associated with placing the federally mandated PTC system in service and the resulting transition of PTC from a grant-funded capital project cost to a recurring Operations and Maintenance cost. Increases in Inventory Materials are the result of the increased repair costs of an aging fleet.

Operating Revenues

Operating revenues include fare box, dispatching, Maintenance of Way revenues, interest income and other minor miscellaneous revenues, and are currently estimated to equal \$111.0 million.

Fare revenues, the largest operating revenue of the budget, are estimated at \$91.6 million. This reflects a 2% ridership growth from the 2014 estimate.

Maintenance of Way revenues from the freight railroads and Amtrak are budgeted at \$15 million.

Capital Budget

Capital Rehabilitation projects replace assets with like or improved assets and thus preserve and extend the useful life of these capital assets.

New Rehabilitation authorization requests for FY15 were identified as necessary for efficient and safe rail operations. These projects total \$42.8 million and are represented in Attachment B. This information was disseminated to the TAC members.

The total rehabilitation program includes Track and Structures upgrades totaling \$18.4 million; Locomotive and Rolling Stock upgrades of \$15.1 million; Signal system improvements of \$3.1 million; Information Technology solutions to improve data management and integrity for \$1.0 million; Communications/CIS signage upgrades of \$2.2 million; facilities improvements of \$2.5 million; and other system-wide asset investments of \$0.5 million.

New Capital authorization requests for FY15 were identified as necessary for efficient and safe rail operations. These projects total \$7.3 million and are represented in Attachment C. This information was also disseminated to the TAC members.

The New Capital program includes additions to the Tier 4 Locomotive Program of \$2.1 million and additions to the Positive Train Control Program of \$5.2 million.

Next Steps

As in the past, our staffs will continue to work together throughout the adoption process to ensure all concerns you may have are addressed in anticipation of adoption of the budget by the SCRRA Board of Directors on June 27, 2014.

If you have any questions, comments or concerns, please do not hesitate to contact me directly at (213) 452-0258 or have any member of your staff contact Sam Joumbat, Chief Financial Officer at (213) 452-0285.

Sincerely,


Michael P. DePallo
Chief Executive Officer

cc: Technical Advisory Committee (TAC) Members

ATTACHMENT A
FY2014-15 PROPOSED OPERATING BUDGET

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 15 PROPOSED BUDGET
OPERATING FUNDING ALLOCATION BY MEMBER AGENCY
(\$000s)**

	Total FY 14-15	Metro Share	OCTA Share	RCTC Share	SANBAG Share	VCTC Share
Expenses						
Train Operations & Services	\$134,588	\$69,633	\$32,220	\$11,543	\$15,525	\$5,668
Maintenance-of-Way	\$39,926	\$23,201	\$7,963	\$1,251	\$4,894	\$2,617
Administration & Services	\$30,742	\$15,653	\$5,674	\$3,070	\$3,291	\$3,054
Insurance	\$17,678	\$9,431	\$4,197	\$1,263	\$2,201	\$586
Total Expenses Incl. MOW	\$222,935	\$117,917	\$50,054	\$17,128	\$25,911	\$11,925
Revenues						
Gross Farebox	91,571	46,056	23,450	7,268	12,111	2,687
Dispatching	3,596	1,781	1,295	-	56	464
Other Operating	398	191	88	43	53	23
Maintenance-of-Way	14,974	10,206	2,955	0.1	1,224	588
Total Revenues	\$110,539	58,235	27,788	\$7,311	\$13,444	\$3,762
Total County Allocation	\$112,397	\$59,683	\$22,267	\$9,817	\$12,467	\$8,163
FY 2013-14 Budget	100,803	52,602	20,527	8,609	11,461	7,604
(Over)/Under	(11,594)	(7,081)	(1,740)	(1,208)	(1,006)	(559)
Percentage Change	11.5%	13.5%	8.5%	14.0%	8.8%	7.3%

Distribution by Cost Component
FY 14 Budget vs FY 15 Budget
(\$000s)

	FY 14		FY15		Favorable / (Unfavorable)	
	Adopted Budget	Proposed Budget			\$ Variance	% Variance
EXPENSES	211,166	222,935			(11,769)	-5.6%
REVENUES	110,363	110,539			176	0.2%
NET LOCAL SUBSIDY	100,803	112,397			(11,594)	-11.5%
OPERATIONS						
Revenues						
Farebox Revenue	93,203	91,571	(1,632)	-1.8%		
Dispatching	2,699	3,596	897	33.2%		
Other Revenues	595	398	(197)	-33.1%		
MOW Revenues	13,867	14,974	1,107	8.0%		
Member Agency Revenues	83,501	94,719	11,218	13.4%		
Total Revenues	193,865	205,257	11,393	5.9%		
Operations & Services						
Train Operations	41,081	42,560	(1,479)	-3.6%		
Equipment Maintenance	25,023	29,506	(4,483)	-17.9%		
Contingency (Train Ops)	-	-				
Fuel	25,857	25,518	339	1.3%		
Non-Scheduled Rolling Stock Repairs	50	252	(202)	-404.0%		
Operating Facilities Maintenance	1,063	1,381	(318)	-29.9%		
Other Operating Train Services	641	540	101	15.8%		
Rolling Stock Lease	-	541	(541)			
Security - Sheriff	4,466	5,304	(838)	-18.8%		
Security - Guards	1,870	2,010	(140)	-7.5%		
Supplemental Additional Security	699	687	12	1.7%		
Public Safety Program	270	275	(5)	-1.8%		
Passenger Relations	1,620	1,643	(23)	-1.4%		
Holiday Trains	-	-				
TVM Maintenance/Revenue Collection	4,947	5,644	(697)	-14.1%		
Marketing	954	1,024	(70)	-7.4%		
Media & External Communications	620	424	196	31.6%		
Utilities/Leases	2,677	2,780	(103)	-3.8%		
Transfers to Other Operators	7,269	5,900	1,369	18.8%		
Amtrak Transfers	1,367	1,400	(33)	-2.4%		
Station Maintenance	1,307	1,512	(205)	-15.7%		
Rail Agreements	5,494	5,688	(194)	-3.5%		
Subtotal Operations & Services	127,275	134,588	(7,314)	-5.7%		
Maintenance-of-Way						
MoW - Line Segments	35,258	38,977	(3,719)	-10.5%		
MoW - Extraordinary Maintenance	999	949	50	5.0%		
Subtotal Maintenance-of-Way	36,257	39,926	(3,669)	-10.1%		
Administration & Services						
Staff						
Salaries & Fringe Benefits	10,696	11,511	(815)	-7.6%		
Non-Labor Expenses	5,436	4,875	561	10.3%		
Indirect Administrative Expenses	12,398	13,231	(833)	-6.7%		
Professional Services	1,301	625	676	52.0%		
Subtotal Administration & Services	29,831	30,242	(411)	-1.4%		
Contingency (Non-Train Ops)	500	501	(1)	-0.2%		
Total Expenses Including MoW	193,863	205,257	(11,393)	-5.9%		
RISK MANAGEMENT						
Revenues						
Member Agency Revenues	17,302	17,678	376	2.2%		
PL/PD Revenues	-	-	-			
Total Revenues	17,302	17,678	376	2.2%		
Insurance						
Liability/Property/Auto	14,590	15,397	(807)	-5.5%		
Claims	1,000	1,000	-	0.0%		
Claims Administration	1,712	1,281	431	25.2%		
Subtotal Insurance	17,302	17,678	(376)	-2.2%		
Total Expenses	17,302	17,678	(376)	-2.2%		

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
 FISCAL YEAR 2015 PROPOSED ANNUAL OPERATING BUDGET
 Distribution by Cost Component
 Allocation by Member Agency
 (\$000s)

	Proposed FY 15 Budget	Metro	OCTA	RCTC	SANBAG	VCTC	Total
EXPENSES	222,935	117,917	50,054	17,129	25,910	11,925	222,935
REVENUES	110,539	58,234	27,787	7,312	13,444	3,762	110,539
NET LOCAL SUBSIDY	112,397	59,683	22,267	9,817	12,467	8,163	112,397
OPERATIONS							
Revenues							
Farebox Revenue	91,571	46,056	23,450	7,268	12,111	2,687	91,571
Dispatching	3,596	1,781	1,295	-	56	464	3,596
Other Revenues	398	191	88	43	53	23	398
MOW Revenues	14,974	10,206	2,935	0	1,224	588	14,974
Member Agency Revenues	94,719	50,252	18,070	8,554	10,266	7,577	94,719
Total Revenues	205,257	108,486	45,857	15,865	23,709	11,339	205,257
Operations & Services							
Train Operations	42,560	23,517	9,460	3,075	4,959	1,548	42,560
Equipment Maintenance	29,506	15,069	7,075	2,472	3,563	1,327	29,506
Contingency (Train Ops)	-	-	-	-	-	-	-
Fuel	25,518	13,724	5,948	1,940	3,070	836	25,518
Non-Scheduled Rolling Stock Repairs	252	134	60	18	31	8	252
Operating Facilities Maintenance	1,381	737	328	99	172	46	1,381
Other Operating Train Services	540	272	98	55	57	57	540
Rolling Stock Lease	541	257	107	60	78	39	541
Security - Sheriff	5,304	3,054	1,209	328	580	132	5,303
Security - Guards	2,010	1,013	366	206	212	212	2,010
Supplemental Additional Security	687	345	176	55	91	20	687
Public Safety Program	275	139	50	28	29	29	275
Passenger Relations	1,643	854	399	118	223	49	1,643
Holiday Trains	-	-	-	-	-	-	-
TVM Maintenance/Revenue Collection	5,644	2,609	1,233	664	759	379	5,644
Marketing	1,024	540	237	75	141	33	1,024
Media & External Communications	424	214	77	43	45	45	424
Utilities/Leases	2,780	1,402	507	285	293	294	2,780
Transfers to Other Operators	5,900	2,353	1,980	764	659	143	5,899
Amtrak Transfers	1,400	445	890	-	-	65	1,400
Station Maintenance	1,512	927	226	81	204	74	1,512
Rail Agreements	5,688	2,027	1,793	1,177	359	331	5,688
Subtotal Operations & Services	134,588	69,633	32,220	11,543	15,525	5,668	134,588
Maintenance-of-Way							
MoW - Line Segments	38,977	22,655	7,733	1,241	4,792	2,556	38,977
MoW - Extraordinary Maintenance	949	546	230	10	101	61	949
Subtotal Maintenance-of-Way	39,926	23,201	7,963	1,251	4,893	2,617	39,926
Administration & Services							
Staff							
Salaries & Fringe Benefits	11,511	5,806	2,105	1,175	1,214	1,211	11,511
Non-Labor Expenses	4,875	2,608	952	425	563	326	4,875
Indirect Administrative Expenses	13,231	6,671	2,412	1,355	1,394	1,398	13,231
Professional Services	625	315	114	64	66	66	625
Subtotal Administration & Services	30,241	15,400	5,583	3,019	3,238	3,001	30,241
Contingency (Non-Train Ops)	501	253	91	51	53	53	501
Total Expenses Including MoW	205,257	108,486	45,858	15,864	23,710	11,339	205,257
RISK MANAGEMENT							
Revenues							
Member Agency Revenues	17,678	9,431	4,197	1,263	2,201	586	17,678
PL/PD Revenues	-	-	-	-	-	-	-
Total Revenues	17,678	9,431	4,197	1,263	2,201	586	17,678
Insurance							
Liability/Property/Auto	15,397	8,214	3,655	1,100	1,917	510	15,397
Claims	1,000	533	237	71	125	33	1,000
Claims Administration	1,281	683	304	92	160	42	1,281
Subtotal Insurance	17,678	9,431	4,197	1,263	2,201	586	17,678
Total Expenses	17,678	9,431	4,197	1,263	2,201	586	17,678

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2015 PROPOSED ANNUAL OPERATING BUDGET

Attachment A

Page 4 of 7

- Sheet 1 of 2 -

MAINTENANCE-OF-WAY EXPENSE DETAIL BY LINE SEGMENT/TERRITORY
(S000s)

Line Segment/Territory	FY12 Expenditure Actual	FY 13 Expenditure Budget	FY 14 Expenditure Budget	FY 15 Expenditure Budget	Variance FY15 vs. FY14	
					Increase	%
Operating Lines	\$23,529	\$26,187	\$34,361	\$ 38,089	\$3,728	10.8%
LA - San Bernardino	5,033	5,638	7,597	8,221	624.02	8.2%
Track	857	918	1,318	1,253	(65.63)	(5.0%)
Signal & Communications	1,949	2,116	2,568	2,791	222.89	8.7%
Structures	187	200	195	189	(6.02)	(3.1%)
Procurement	321	384	269	260	(8.56)	(3.2%)
Other	937	1,227	1,404	1,587	182.78	13.0%
Agency Costs	782	793	1,843	2,141	298.56	16.2%
LA - Ventura (Burbank Jct to Moorpark)	3,120	3,727	4,942	5,825	883.13	17.9%
Track	732	774	946	1,139	193.52	20.5%
Signal & Communications	1,012	1,187	1,359	1,579	219.81	16.2%
Structures	73	140	129	236	107.33	83.3%
Procurement	110	157	175	186	10.99	6.3%
Other	598	895	1,003	1,133	129.56	12.9%
Agency Costs	595	573	1,330	1,552	221.92	16.7%
LA - Lancaster	4,934	5,755	7,783	8,266	482.79	6.2%
Track	1,162	1,155	1,198	1,311	113.43	9.5%
Signal & Communications	1,465	1,417	1,887	2,070	182.88	9.7%
Structures	192	329	288	189	(98.65)	(34.3%)
Procurement	142	204	306	319	12.79	4.2%
Other	983	1,628	1,734	1,763	28.63	1.7%
Agency Costs	989	1,021	2,370	2,614	243.72	10.3%
Fullerton - San Diego County Line	4,780	5,273	7,279	7,531	251.75	3.5%
Track	1,051	1,059	1,476	1,133	(343.14)	(23.2%)
Signal & Communications	1,823	1,911	2,275	2,473	198.02	8.7%
Structures	214	205	194	189	(4.93)	(2.5%)
Procurement	161	169	227	262	35.37	15.6%
Other	779	1,135	1,265	1,357	92.03	7.3%
Agency Costs	751	794	1,843	2,117	274.40	14.9%
Olive Subdivision	423	547	787	1,014	227.19	28.9%
Track	83	74	59	126	67.45	114.9%
Signal & Communications	222	291	444	488	44.20	10.0%
Structures	7	19	20	47	27.41	138.2%
Procurement	6	17	19	24	5.21	27.1%
Other	31	88	109	129	20.67	19.0%
Agency Costs	74	59	137	199	62.26	45.6%
Riverside Layover Facility	75	65	109	258	149.48	137.1%
Track	35	16	11	120	108.87	998.0%
Signal & Communications	7	6	10	13	2.86	28.4%
Structures	-	2	3	8	4.55	151.4%
Procurement	1	1	4	6	1.70	38.6%
Other	15	22	40	61	20.72	51.8%
Agency Costs	17	17	41	51	10.78	26.6%
River Corridor	3,861	4,092	4,865	6,024	1,159.39	23.8%
Track	856	790	862	1,202	339.74	39.4%
Signal & Communications	1,992	2,095	2,265	2,484	219.27	9.7%
Structures	43	69	54	172	117.86	217.8%
Procurement	177	226	111	140	29.01	26.2%
Other	455	533	691	995	303.48	43.9%
Agency Costs	339	380	882	1,032	150.03	17.0%
Extraordinary Maintenance	\$1,304	\$1,090	\$999	\$949	(50.16)	(5.0%)
(Derailments, Storm Damage, Gate Knockdowns, Vandalism)						

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2015 PROPOSED ANNUAL OPERATING BUDGET
Maintenance of Way Expense Detail by Line Segment/Territory
FY 15 Proposed Budget
(\$000s)

Line Segment/Territory	FY 12 Expenditure Actual	FY 13 Expenditure Budget	FY 14 Expenditure Budget	FY 15 Expenditure Budget	Variance FY 15 vs. FY 14	
					Increase	%
Non-Operating Lines	5926	1,500	1,896	1,838	(\$59)	(3.1%)
Sierra Madre - Claremont (Pasa. Sub.)	815	1,344	1,700	1,616	(84)	(5.0%)
Track	94	269	186	237	51	27.1%
Signal & Communications	309	373	435	452	17	3.8%
Structures	25	109	123	94	(29)	(23.4%)
Procurement	22	46	58	58	(0)	(0.2%)
Other	180	347	432	333	(100)	(23.1%)
Agency Costs	184	200	464	442	(23)	(4.9%)
Rialto Subdivision (San Bernardino Co.)	111	155	196	222	26	13.1%
Track	24	35	24	33	10	40.6%
Signal & Communications	38	36	53	60	7	13.4%
Structures	2	10	10	-	(10)	(100.0%)
Procurement	3	6	9	10	1	15.8%
Other	21	42	41	50	9	22.6%
Agency Costs	23	26	60	68	8	13.8%

Line Segment/Territory	FY 11-12 Expenditure Actual	FY 12-13 Expenditure Budget	FY 13-14 Expenditure Budget	FY 14-15 Expenditure Budget	Variance FY14-15 vs. FY13-14	
					Increase	%
Total Maintenance-of-Way	\$24,456	\$27,686	\$36,257	\$39,926	\$3,669	10.1%
Track	4,894	5,092	6,081	\$6,555	474.45	7.8%
Signal & Communications	8,817	9,433	11,296	\$12,409	1,113.59	9.9%
Structures	743	1,082	1,016	\$1,124	108.73	10.7%
Procurement	944	1,211	1,178	\$1,266	87.80	7.5%
Other	3,999	5,916	6,719	\$7,407	687.45	10.2%
Extraordinary Maintenance	1,304	1,090	999	\$949	(50.16)	(5.0%)
Agency Costs	3,754	3,861	8,969	\$10,216	1,247.08	13.9%

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2015 PROPOSED ANNUAL OPERATING BUDGET
Fare Revenue and Ridership
FY 13 Actual FY 14 Budget FY 15 Budget
(\$000s)

2% Increase in ridership over estimated 2014 Actuals

FY 2014-15 Fare Revenue and Ridership Operating Line	Average Daily Ridership				Revenue/Rider (\$'s)			Fare Revenue (\$000's)				
	FY13 Actual	FY14 Budget	FY15 Budget	% Incr over FY14 Bud	FY13 Actual	FY14 Budget	FY15 Budget	FY13 Actual	FY14 Budget	FY15 Budget	% Incr over FY14 Bud	
San Bernardino												
Weekday	11,817	12,299	11,941	(2.9%)	7.24	7.62	7.40	21,828	23,882	22,519	(5.7%)	
Weekend	8,237	8,235	8,158	(0.9%)	5.37	5.81	5.43	2,302	2,490	2,302	(7.6%)	
Ventura County	4,147	4,248	4,264	0.4%	6.34	6.73	6.40	6,707	7,293	6,963	(4.5%)	
Antelope Valley												
Weekday	6,211	6,511	5,816	(10.7%)	7.01	7.36	7.02	11,100	12,218	10,410	(14.8%)	
Weekend	5,386	6,299	5,663	(10.1%)	4.95	5.45	4.92	1,386	1,786	1,449	(18.9%)	
Riverside	4,911	5,056	5,193	2.7%	7.52	8.02	7.67	9,422	10,335	10,153	(1.8%)	
Orange County												
Weekday	9,110	9,555	10,349	8.3%	7.88	8.30	8.06	18,299	20,222	21,260	5.1%	
Weekend	4,056	3,998	4,352	8.9%	5.36	5.74	5.51	1,131	1,192	1,248	4.7%	
OC MSEP	257	100	64	(36.3%)	7.52	7.50	7.52	492	191	122	(36.1%)	
IEOC												
Weekday	4,317	4,385	5,101	16.3%	6.30	6.64	6.45	6,934	7,423	8,392	13.1%	
Weekend	1,849	1,653	1,796	8.6%	4.74	5.09	4.73	456	438	442	0.9%	
91												
Weekday	2,388	3,037	3,169	4.3%	7.01	7.35	7.15	4,305	5,734	5,779	0.8%	
Weekend	n.a.	n.a.	2,163	n.a.	n.a.	n.a.	4.75	n.a.	n.a.	534	n.a.	
Totals												
Weekday	43,158	45,190	45,897	1.6%				79,086	87,297	85,597	(1.9%)	
Weekend	19,528	20,185	22,131	9.6%				5,274	5,905	5,974	1.2%	
Total	62,686	65,375	68,028					84,360	93,203	91,571	(1.8%)	

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2015 PROPOSED ANNUAL OPERATING BUDGET**

Non-Fare Operating Revenues

**FY12 Actual FY13 Actual FY14 Budget FY15 Budget
(\$000s)**

DISPATCHING AGREEMENTS

Agreement/Territory	FY12 Actual	FY13 Actual	FY14 Budget	FY15 Budget	Change from FY14 Budget
Amtrak Intercity	1,904	2,849	1,951	2,853	46.2%
Coast & Saugus Shared Use (UPRR/SPTC)	257	257	257	257	0.0%
East Bank Joint Facility (UPRR/SPTC)	90	91	90	91	1.1%
Mission Tower (UPRR/SPTC)	281	282	290	285	(1.7%)
San Diego & Olive Subdivision Shared Use (BNSF)	48	46	48	47	(2.1%)
Pasadena Subdivision Shared Use (BNSF)	63	63	63	63	0.0%
North County Transit District (NCTD)	315	-	-	-	N/A
Total	2,957	3,588	2,699	3,596	33.2%

OTHER REVENUES

Revenue Source	FY12 Actual	FY13 Actual	FY14 Budget	FY15 Budget	Change from FY14 Budget
Marketing Revenues	52	56	-	-	N/A
Amtrak TVM Revenues	230	250	225	312	38.7%
Insurance Recoveries	32	40	-	-	N/A
Interest	-	5	300	36	(88.0%)
Miscellaneous Revenues	26	66	70	50	(28.6%)
Total	340	417	595	398	-33.1%

MAINTENANCE-OF-WAY (MOW) REVENUE

Agreement/Territory	FY12 Actual	FY13 Actual	FY14 Budget	FY15 Budget	Change from FY14 Budget
Amtrak Intercity	1,223	1,831	1,271	1,830	44.0%
LAUS Rail Yard Operations & Maintenance (Amtrak)	503	588	500	590	18.0%
Azusa Branch Shared Use (UPRR/SPTC)	185	129	135	130	(3.7%)
Baldwin Park Branch Shared Use (UPRR/SPTC)	412	290	295	295	0.0%
Coast & Saugus Shared Use (UPRR/SPTC)	6,201	6,268	6,350	6,350	0.0%
East Bank Joint Facility (UPRR/SPTC)	765	1,278	780	1,200	53.8%
Mission Tower (UPRR/SPTC)	89	139	92	140	52.2%
San Diego & Olive Subdivision Shared Use (BNSF)	1,553	1,619	1,750	1,627	(7.0%)
Pasadena Subdivision Shared Use (BNSF)	2,338	2,437	2,432	2,447	0.6%
State Grade Crossing (CPUC)	161	161	162	158	(2.5%)
Crossing Maintenance Fees	-	346	-	107	N/A
Federal/Other Funds	-	-	100	100	0.0%
Total	13,434	15,086	13,867	14,974	8%

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2015 PROPOSED ANNUAL OPERATING BUDGET**

**Comparison of Net Local Subsidy
FY 13 - FY 15
(\$000s)**

	Net Local Subsidy
FY 13 ACTUAL - Adjusted	88,237
FY14 BUDGET	100,803
FY15 BUDGET	112,397

Metro	OCTA	RCTC	SANBAG	VCTC	Total
46,332	17,023	7,649	10,451	6,782	88,237
52,602	20,527	8,609	11,461	7,604	100,803
59,683	22,267	9,817	12,467	8,163	112,397

Year over Year Change

FY 13 vs FY 14	\$ Increase	12,566
	% Increase	14.2%
FY14 vs FY 15	\$ Increase	11,594
	% Increase	11.5%

6,270	3,504	960	1,010	822	12,566
13.5%	20.6%	12.6%	9.7%	12.1%	14.2%
7,081	1,740	1,208	1,006	559	11,594
13.5%	8.5%	14.0%	8.8%	7.4%	11.5%

ATTACHMENT B
FY2014-15 REHABILITATION PROJECTS

FY 2014-15 NEW AUTHORITY REHABILITATION PROJECTS
 PROJECTS by SUBDIVISION (\$ Thousands)

Subdivision	Project Type	REHABILITATION PROJECT DESCRIPTION	TOTAL BUDGET	LACMTA	OCTA	CTCT	SANBAG	VCTC	UPRR
Ventura VC	Comm	Renew or replace obsolete or deficient Fiber, Microwave, ATCS, VHF, PBX or MPLS Comm. Equipment (hardware or software), antennas and wayside Comm. shelters. Replace or renew batteries, standby power, air conditioning. Fill gaps and correct poor comm. coverage at stations, crossings, key CPs, or microwave end points (E. Ventura, Moorpark), or Ven mt. top sites. Repair any deficient comm. paths from Ven Sub to TCOSF, MOC. (VEN Cty)	\$137.5					\$137.5	
Ventura VC	Signal	Rehab worn and defective signal cables	\$100.0					\$100.0	
Ventura VC	Structures	Take 30% Design to 100%; Construction of bridge replacements of (1) bridge on the Ventura Subdivision at MP 438.62.	\$1,054.8					\$1,054.8	
Ventura VC	Track	Ground Penetrating Radar Testing - Ventura Sub in Ven County	\$19.5					\$19.5	
Ventura VC	Track	Rehab crossing @ Tapo Street (Ven County). The project will replace rail, ties, paving, and striping, and will replace old crossing panels with concrete panels.	\$300.0					\$300.0	
Ventura LA	Comm	Renew or replace obsolete or deficient Fiber, Microwave, ATCS, VHF, PBX or MPLS Comm. Equipment (hardware or software), antennas and wayside Comm. shelters. Replace or renew batteries, standby power, air conditioning. Fill gaps and correct poor comm. coverage at stations, crossings, key CP's, or microwave end points (Burbank), or Ven/LA mt. top sites. Repair any deficient comm. paths from Ven/LA Sub to TCOSF, MOC. (LA Cty)	\$187.0	\$187.0					
Ventura LA	Signal	Rehab worn and defective cables. Rehab/Replace crossing gates/savers, predictors, batteries, other equip, etc. (LA County)	\$400.0	\$400.0					
Ventura LA	Structures	Design & construction of replacement slabs for Bridge 461.65.	\$304.6	\$304.6					
Ventura LA	Structures	Grading and ditching on the Ventura sub in LA County.	\$174.1	\$174.1					
Ventura LA	Track	Ground Penetrating Radar Testing - Ventura Sub in LA County	\$25.9	\$25.9					
Valley	Signal	Rehab worn and defective signal cables	\$100.0	\$100.0					
Valley	Structures	1) Construction of bridge replacements of (1) bridge on the Valley Subdivision at MP 26.42. 2) Design and construction of bridge replacements of (1) bridge on the Valley Sub at MP 48.21. 3) Replace (2) wooden culverts with reinforced concrete pipe at MP 51.93 and 54.17	\$1,975.3	\$1,975.3					
Valley	Structures	ROW grading, hydrology design.	\$130.0	\$130.0					
Valley	Track	Ground Penetrating Radar Testing - Valley Sub	\$82.2	\$82.2					
San Gabriel	Comm	Renew or replace obsolete or deficient Fiber, Microwave, ATCS, VHF, PBX or MPLS Comm. Equipment (hardware or software), antennas and wayside Comm. shelters. Replace or renew batteries, standby power, air conditioning. Fill gaps and correct poor comm. coverage at stations, crossings, key CP's, or fiber/microwave end points (EMF) or SG mt. top sites. Repair any deficient comm. paths from SG Sub to TCOSF, MOC.	\$237.5	\$142.5			\$95.0		
Valley	Comm	Renew or replace obsolete or deficient Fiber, Microwave, ATCS, VHF, PBX or MPLS Comm. Equipment (hardware or software), antennas and wayside Comm. shelters. Replace or renew batteries, standby power, air conditioning. Fill gaps and correct poor comm. coverage at stations, crossings, key CP's, or fiber/microwave end points (CP Hood), or Valley Mt. Tops sites. Repair any deficient comm. paths from VL Sub to TCOSF, MOC.	\$200.0	\$200.0					

Subdivision	Project Type	REHABILITATION PROJECT DESCRIPTION	TOTAL BUDGET	LACMTA	OCTA	RCTC	SANBAG	VCTC	UPRR
San Gabriel	Signal	Rehab/replace worn grade crossing gate assemblies and predictors, add gate savers. Replace Signal System back-up battery banks. Replace worn underground signal system cables, Replace worn Electrologic units and replace with VHLC, Replace worn Electrocode 4 units with Electrocode 5 units at high priority locations.	\$2,000.0	\$1,200.0			\$800.0		
San Gabriel	Structures	ROW grading, ditching and hydrology design.	\$80.0	\$48.0			\$32.0		
San Gabriel	Track	Ground Penetrating Radar Testing - San Gabriel Sub	\$64.9	\$39.0			\$26.0		
San Gabriel	Track	Replace Rail - MT Curve 1 (MP 1.0- 1.16), Marengo Siding (MP 1.21- 1.26), Curve 7 (MP 2.45- 2.7), Curve 12 (4.05- 4.15), Curve 15 (6.0- 6.25), Curve 16 (MP 6.3- 6.4), Curve 23 (11.75- 11.95), Curve 72 (MP 30.72- 30.89 MT2), Curve 96 (MP 55.07- 55.27), Curve 97 (MP 55.32- 55.40), Curve 98 (MP 55.48 - 55.60).	\$883.1	\$529.8			\$353.2		
Pasadena	Signal	Rehab and replace worn pole line components and underground cables.	\$100.0	\$100.0					
Pasadena	Track	Rehab grade crossing with ties and paving - Pasadena sub.	\$375.0	\$375.0					
Orange	Comm	Renew or replace obsolete or deficient Fiber, Microwave, ATCS, VHF, PBX or MPLS Comm. Equipment (hardware or software), antennas and Wayside Comm. Shelters. Replace or renew batteries, standby power, air conditioning. Fill gaps and correct poor comm. coverage at stations, crossings, key CP's, or fiber/microwave end points (MP207.4) or OC mt. top sites. Repair any deficient comm. paths from OC Subs to TCOSF or MOC.	\$125.0		\$125.0				
Orange	Signal	Selectively replace corroded signal and grade crossing equipment along the beach (from CP Serra to County Line). Rehab worn and defective cables. Add crossing gate savers, rehab entrance gates, rehab predictor units, batteries and other misc. crossing equipment.	\$300.9		\$300.9			\$0.0	
Orange	Structures	ROW grading ditching and hydrology design.	\$150.0		\$150.0				
Orange	Structures	1) Design and rehabilitation of the existing Santiago Creek bridge (MP 173.6). 2) Design and construction for repair of floor beams on bridge 200.2. 3) Replace (2) wooden culverts with reinforced concrete pipe on the Orange Subdivision at MP 171.8 and 201.96. 4) Replace culvert. Construct new headwall, wingwalls, and concrete apron on both ends of 2-48" pipes on the Orange Subdivision at MP 205.40. 5) Replace culvert. Construct new headwall, and wingwalls, for 2-48" pipes on the Orange Subdivision at MP 206.05. 6) Replace existing wood deck with concrete slab on Br 199.80 on the Orange Subdivision. 7) Replace 24" reinforced concrete pipe at MP 201.00 on the Orange Subdivision. 8) Design and construction of the replacement of the steel span of Br 179.3 on the Orange Sub.	\$5,600.0		\$5,600.0				
Orange	Structures	Design and construction for rehabilitation and repair of end floor beams on the San Juan Creek bridge 197.90 to increase the E-load rating. Drainage, retaining walls and grading between Irvine and San Juan Capistrano.	\$1,324.5		\$1,324.5				
Orange	Track	Ground Penetrating Radar Testing - Orange Sub	\$67.3		\$67.3				
Orange	Track	Rehab crossties on the Orange Sub. Funding for this project is also contained in the FY 2012-13 and FY 2013-14 Rehab budgets.	\$395.0		\$395.0				
Olive	Structures	Replace (2) wooden culverts with reinforced concrete pipe on the Olive Subdivision at MP 3.8 and 5.01. Install tension rod on prestressed concrete girder bridge 1.70 on the Olive Sub.	\$693.4		\$693.4				
Olive	Track	Ground Penetrating Radar Testing - Olive Sub	\$6.6		\$6.6				
Riverside	Facilities	Engineering and design for improvements to the existing Riverside Layover facility to add a second track, sewer connections, potable water stations, and paving.	\$1,000.0			\$1,000.0			

Subdivision	Project Type	REHABILITATION PROJECT DESCRIPTION	TOTAL BUDGET	LACMTA	OCTA	RCCTC	SANBAG	VCTC	UPRR
River	Comm	Renew or replace obsolete or deficient Fiber, Microwave, ATCS, VHF, PBX or MPLS Comm. Equipment (hardware or software), antennas and wayside Comm. shelters. Replace or renew batteries, standby power, air conditioning. Fill gaps and correct poor comm. coverage at crossings, key CPs, or fiber/microwave end points (MTA bldg). Repair any deficient comm. paths from River Sub to TCOSF, MOC or relocated MOC to LAUS Core site.	\$200.0	\$95.0	\$39.6	\$22.2	\$28.8	\$14.4	
River	Signal	Rehab worn and defective signal cables	\$100.0	\$47.5	\$19.8	\$11.1	\$14.4	\$7.2	
River	Structures	ROW grading	\$77.0	\$36.6	\$15.2	\$8.5	\$11.1	\$5.5	
River	Track	Ground Penetrating Radar Testing - River Sub	\$23.0	\$10.9	\$4.6	\$2.6	\$3.3	\$1.7	
River	Track	Replace Rail River Sub- Lead 5 (MP 0.46-0.73), Lead 4 (MP 0.63-0.69), Lead 3 (MP 0.49 - 0.65)	\$341.0	\$162.0	\$67.5	\$37.9	\$49.1	\$24.6	
River	Track	East Bank - Relay rail & 25% crossties in Zones 2 & 3. Partially recollectable from UPRR under East Bank Agreement.	\$3,409.0	\$483.0	\$201.3	\$112.9	\$146.4	\$73.2	\$2,392.3
Systemwide	Facilities	Upgrade Sanding system at CMF to allow locomotives to be sanded and fueled at the same location on the S&I tracks. Project will upgrade sanding towers, and install a compressed air powered system.	\$1,500.0	\$712.5	\$297.0	\$166.5	\$216.0	\$108.0	
Systemwide	IT	Financial Planning & Forecasting solution - Phase 2	\$1,035.0	\$491.6	\$204.9	\$114.9	\$149.0	\$74.5	
Systemwide	Mechanical	Rail car battery change out (26 Gen 3 cars @ \$20K/car)	\$572.0	\$271.7	\$113.3	\$63.5	\$82.4	\$41.2	
Systemwide	Mechanical	EMD PH/PHI Locomotive Overhauls to next highest Tier (4 locomotives @ estim \$2.6M ea). The project will upgrade trucks, traction motors, main generators, air compressors, auxiliary generators, dynamic braking system, and HEP. Project also includes body work, paint and basic cab refurbishment. Upgrades to higher tier EPA standards will be dependent upon funding availability.	\$11,437.5	\$5,432.8	\$2,264.6	\$1,269.6	\$1,647.0	\$823.5	
Systemwide	Mechanical	Locomotive component PM and overhaul to change out aging and high-use components.	\$2,500.0	\$1,187.5	\$495.0	\$277.5	\$360.0	\$180.0	
Systemwide	Mechanical	LED Lighting Upgrade for Bombardier Gen 1 cars - 10 cars	\$242.0	\$115.0	\$47.9	\$26.9	\$34.8	\$17.4	
Systemwide	Mechanical	Rail Car Rehab - HVAC Overhaul - 12 cars	\$277.2	\$131.7	\$54.9	\$30.8	\$39.9	\$20.0	
Systemwide	Mechanical	Rail Car Rehab - Door Operator Overhaul - 12 cars	\$92.4	\$43.9	\$18.3	\$10.3	\$13.3	\$6.7	
Systemwide	PTC, C+S	Renew or replace UPS, batteries, electrical systems, cooling, standby power other critical support systems at MOC Consolidate and centralize existing remote monitoring/CCTV and NMS systems at TCOSF. Perform technology refresh to hardware and software for CAD, NMS, CIS, PTC, or other MOC /TCOSF train traffic control data center systems to keep current and in compliance with ITC and Federal requirements including migrations to I-ETMS Rung 2, and 3. Relocate some CAD, PTC, CIS, NMS and other MOC data center hardware (with software) to secondary/disaster site at CORE site LAUS.	\$1,100.0	\$522.5	\$217.8	\$122.1	\$158.4	\$79.2	
Systemwide	Security	Procure Lex-Ray system to allow for remote monitoring of existing and future security cameras.	\$500.0	\$237.5	\$99.0	\$55.5	\$72.0	\$36.0	
Systemwide	Track	Track Measurement and testing (machine vision tie inspection and ballast profile scanning).	\$300.0	\$142.5	\$59.4	\$33.3	\$43.2	\$21.6	
Systemwide	Track	Systemwide Rail Grinding	\$500.0	\$237.5	\$99.0	\$55.5	\$72.0	\$36.0	
TOTAL REHABILITATION PROJECT BUDGET			\$42,800.2	\$16,375.0	\$12,981.8	\$3,421.3	\$4,447.4	\$3,182.4	\$2,392.3
OCTA ROTEM SETTLEMENTS (Year 3)			\$0.0	\$4,000.0	-\$6,741.8	\$0.0	\$2,391.8	\$350.0	\$0.0
TOTAL FY 2014-15 REHABILITATION BUDGET			\$42,800.2	\$20,375.0	\$6,240.0	\$3,421.3	\$6,839.2	\$3,532.4	\$2,392.3

Subdivision	Project Type	REHABILITATION PROJECT DESCRIPTION	TOTAL BUDGET	LACMTA	OCTA	RCTC	SANBAG	VCTC	UPRR
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FUNDING NOTES:

- 1) LACMTA rehab funding is PC-10. OCTA Rotem settlement is Measure R.
- 2) \$1.7M of Valley Sub project funding will be transferred to the Vincent Siding project, and will be backfilled with PTMISEA in the fall of 2014.
- 3) OCTA rehab funding is FTA 5337.
- 4) RCTC rehab funding is FTA 5337 and 5309. RCTC will be the grant applicant.
- 5) SANBAG rehab funding is FTA 5337. OCTA Rotem settlement is FTA 5337 and 5309.
- 6) VCTC Rehab funding is FTA 5337. VCTC Swap is FTA 5337 and 5307. OCTA Rotem settlement is FTA 5337.

ATTACHMENT C
FY2014-15 NEW CAPITAL PROJECT

ATTACHMENT C
FY 2014 -15 New Capital Projects
(\$ Thousands)

Project Description	Total Budget	LACMTA	OCTA	RCTC	SANBAG	VCTC	LEASE	UPPR & OTHER	STATE	FEDERAL
Tier 4 Locomotive Program (1)	2,115	-	-	-	-	-	-	-	2,115	-
Positive Train Control (2)	5,207	4,096	-	-	785	326	-	-	-	-
TOTAL FY 2014-15 NEW FUNDING	7,322	4,096	-	-	785	326	-	-	2,115	-
TOTAL FY2014-15 AUTHORITY Including CARRYFORWARD	162,497	44,427	709	119	785	326	747	4,819	93,039	17,526

Notes:

- (1): This is the last increment of PTMISEA funds programmed for this project. It is expected to be received in FY 15, pending a bond sale.
- (2): SANBAG amount of \$785K will come in two tranches, \$620K available now, \$165K available in the next allocation of PTMISEA expected in the fall. That still leaves the PTC project short by \$245K.



- 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: July 10, 2013

Subject: Reimburse the Orange County Transportation Authority for purchase of Southern California Regional Rail Authority rolling stock, Rotem passenger cars

Recommendation: Reimburse the Orange County Transportation Authority (OCTA) \$6,041,376 for Rotem cars purchased by the Southern California Regional Rail Authority (SCRRA) by assuming responsibility for approximately \$1 million of OCTA's annual member share of the SCRRA capital budget from Fiscal Year 2013/14 through 2018/2019.

Background: Beginning in 2003, Southern California Regional Rail Authority (SCRRA) began the process of ordering new passenger and cab cars for Metrolink trains. After some contractual changes and re-bidding, SCRRA awarded a contract to Rotem on March 14, 2006. The base order included 54 coach cars and 33 cab cars for a total of 87. Four (4) additional contract options were exercised bringing the total number of cars purchased to 137 (57 cabs and 80 coaches).

Of the 137 cars purchased, Orange County Transportation Authority (OCTA) directly paid for 59 cars for their Fullerton to Laguna Niguel expansion project; Riverside County Transportation Commission (RCTC) paid for 17 cars for their Perris Valley Line expansion project; and SANBAG paid for 3 cars for non-specific uses. The balance of cars purchased was paid for using the SCRRA "All-share Formula", which distributes costs amongst the member agencies for system-

Approved Consent

Approved
 Board of Directors

Date: July 10, 2013

Moved: Eaton Second: Rutherford

In Favor: 28 Opposed: 0 Abstained: 0

Witnessed: Anna Aldana

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

BRD1307b-jrf

Attachments:

<http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/crtc1306/AgendaItems/CRTC1306b1-jrf.pdf>

wide expenses. The member agencies contributed various local, state, and federal funds for a total of \$273.8 million with Los Angeles County Metropolitan Transportation Authority (LACMTA) paying Ventura County Transportation Commission's (VCTC) share. SANBAG's share, including the 3 cars purchased for non-specific uses, was approximately 16% (\$44 million).

In October 2005, the OCTA Board directed SCRRA to purchase 59 Rotem cars to support expanded service between Fullerton and Laguna Niguel, known as the Metrolink Service Expansion Project (MSEP). However, as a result of economic conditions and reduced transit demand, SCRRA is operating fewer trains than originally anticipated between Fullerton and Laguna Niguel, resulting in 22 excess Rotem cars in the SCRRA fleet. OCTA has requested that the other SCRRA member agencies pay for a share of these excess cars. The total amount of these 22 cars equals \$41.9 million and is distributed to each of the other member agencies based on the All-share Formula. The proposed distribution is as follows:

Rotem Car Reconciliation – Distribution of Costs

Agency	All-share Formula Distribution	Cost Distribution
SANBAG	14.4%	\$6,041,376
LACMTA	47.5%	\$19,928,150
OCTA	19.8%	\$8,306,892
RCTC	11.1%	\$4,656,894
VCTC	7.2%	\$3,020,688
Total		\$41,954,000

To date, RCTC has paid their reconciliation share in full; VCTC has paid nearly \$2 million of their reconciliation share; and LACMTA has committed to paying their reconciliation share contingent upon all other member agencies commitment to reconcile. Based on a staff report recommendation and MOU between SCRRA and OCTA, approved at the October 14, 2011 SCRRA Board Meeting (included as Attachment A), the member agencies have agreed that the reconciliation can come from direct contributions to specific shared projects or simply by member agencies assuming portions of OCTA's annual capital budget contribution.

For each weekday, SCRRA operates 37 consists with a total of 195 cars, that make up 169 trains. A consist is the make-up of each train. Rotem cars are safer as compared to the Bombardier cars previously purchased, due mostly to crash energy management systems. Generally, this is a system within each car that absorbs impact energy. Due to these additional safety features, each consist, at a minimum, is comprised of one (1) Rotem cab car at the end of the each train and one (1) Rotem coach car behind the locomotive. (A cab car is used in the "push" mode with a compartment and duplicate train controls for the engineer.) In general, all Metrolink trains run in the "pull" mode coming out of Los Angeles

Union Station with the locomotive in the lead and in the "push" mode with the cab car running at the front of the train headed towards Los Angeles. Since there are no plans or funding to purchase additional Rotem cars, and once all 137 Rotem cars are put into service, 58 of the existing Bombardier cars will be needed to complete train consists. As a result of purchasing the Rotem cars and restrictions on selling most of the equal amount of Bombardier cars, SCRRA has begun to store the Bombardier cars throughout the Metrolink system. SCRRA is also exploring leasing as many Bombardier cars as possible.

The reconciliation for the purchase of 22 Rotem cars is based on the core concept that the Metrolink service is a partnership and that all cars purchased are part of the entire 512 mile Metrolink system. A train that starts the day in Riverside may travel to Los Angeles, then through Orange County, then through the Inland Empire ultimately terminating in San Bernardino. The next day that same train set will travel on different routes. These "cycles" are choreographed to meet the service commitments of the schedule and to also make sure the equipment is properly cleaned and maintained. In addition, the number of Rotem cars within a train consist are not always the same, other than the basic requirement of two (2) Rotem cars per consist. Individual cars are also "cycled" out of service depending on maintenance and inspection requirements. Thus the concept that one (1) member agency funds a discrete asset is counter to how that asset is utilized.

SANBAG staff completed an analysis to determine the number of Rotem cars utilized by the County of San Bernardino, taking into account the system wide "cycling" of train consists and cars as discussed above. Based on this analysis, the County of San Bernardino uses 17 Rotem cars on any given weekday. To date, SANBAG has only paid for 13 Rotem cars, 3 directly and 10 through the All-share Formula. Reconciliation of \$6.04 million to OCTA, based on the All-share Formula distribution for reconciliation of the 22 cars, will add three additional cars paid by SANBAG, bringing the total to 16.

Based on the analysis discussed above, staff recommends that SANBAG reimburse OCTA in an amount of \$6,041,376 for Rotem cars purchased by SCRRA. Reconciliation will occur by SANBAG assuming responsibility for approximately \$1 million of OCTA's annual member share of the SCRRA capital budget from Fiscal Year 2013/14 through 2018/19.

Financial Impact: Reimbursement to OCTA for Rotem cars will cost a total of \$6,041,376 and will be reconciled by assuming an annual portion of approximately \$1 million per year of OCTA's contribution to SCRRA's capital budget over six (6) years. Pending approval of the reimbursement plan, the specific allocation will be presented to the Board with the overall SCRRA fiscal year budget allocations.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Transit and Rail Committee on June 20, 2013.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs



SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

TRANSMITTAL DATE: October 7, 2011
MEETING DATE: October 14, 2011 **ITEM 8**
TO: Board of Directors
FROM: Chief Executive Officer
SUBJECT: Rotem Car Reconciliation

Issue

Board approval is required to enter into an agreement with the Orange County Transportation Authority (OCTA) and subsequently agreements with the other Member Agencies (MA) for reconciliation of costs associated with the Rotem Car procurement.

Recommendation

Staff recommends the Board authorize the Chief Executive Officer (CEO) to complete negotiations and execute an agreement with OCTA for the reconciliation of costs for Rotem Cars (see attached document). Additionally, delegate authority to the CEO to enter supporting agreements, if needed, with each Member Agency and to track progress on overall reconciliation for 22 Rotem cars.

Alternative

The Board can recommend an alternate approach to document and reconcile Rotem Car procurement costs between Member Agencies.

Background

SCRRA awarded a contract to Rotem for the procurement of 137 passenger rail cars. The base order of the contract was for 87 cars (54 Trailers and 33 Cabs). This quantity of cars was to provide a cab car for every consist and would also provide additional trailer cars for over-crowded trains or proposed new services. The contract also contained options that have been executed and bring the total procurement to 57 cabs and 80 trailers. The first three options were funded by specific member agencies that were procuring additional cabs and trailers for future expansion needs. The final option was for 20 trailers and was funded by bond funds designated to Metrolink.

Metrolink Service is provided by train consists that run all over the 512 mile system. A train that starts in Riverside may travel to Los Angeles, then Oceanside, then spend the

night in San Bernardino. The next day that same train set will travel on the different routes, receive mid-day service at the Central Maintenance Facility, then will end the day at the Oceanside layover. These "cycles" are choreographed to meet the service commitments of the schedule and to also make sure that the equipment is properly cleaned and maintained. Thus the concept that one member agency funds a discrete asset is counter to how that asset is utilized. While acknowledging that OCTA contributed funds for too many cars, the proposed reconciliation agreement documents and preserves the system-wide use of Metrolink assets.

OCTA took board action in October 2005 that committed \$137 million for the purchase of 59 cars. This quantity of cars was to support levels of service that are no longer anticipated. OCTA has been pursuing reconciliation for cars in excess of their current needs. The MAs started work on this issue in mid-2010. The initial concern was to document which agency contributed what funds and to identify what was the proposed purpose of those assets. Some cars were designated for expansion while others were designated for over-crowding or for spares. The next step was to determine how many cars were subject to the reconciliation. It was determined with the guidance of the MA CEOs that the correct number of cars in question was 22. It was also determined that because the OCTA contributions went to the original base order the reconciliation amount was guided by the cost of the cars in the base order.

The reconciliation can come from direct MA contributions to specific shared projects or simply by one MA assuming a portion of OCTA's annual rehab contribution. The agreement is to be flexible so reconciliation can occur with operating, capital or rehab funds. The reconciliation time period is recommended to start with next fiscal year's rehab budget, as explained in the attached letter and draft agreement, and to be complete within 5 years.

It should be noted that other agencies have contributed additional ROTEM cars and this contribution is recognized and credited towards the funding agency so that service expansion and future rehab costs are equitably distributed. Each agency has contributed a mix of funds to support the future service needs.

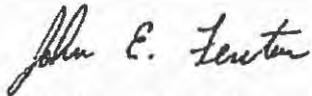
This is of primary concern to RCTC in regard to the future Perris Valley Line service which is slated to begin in 2013. RCTC contributed funds for 10 Rotem cars and 2 locomotives to support that service. This report is intended to memorialize the agreement of all parties that once the new Perris Valley Line service is ready to start the rail cars needed to run the service will be available without additional cost to RCTC for either the purchase of new ROTEM cars or the rehabilitation of existing equipment.

This agreement is entered into with OCTA but ultimately needs the other MA's participation and agreement to fulfill.

Budget Impact

This agreement does not impact the current year operating or rehab budget. Future rehab budgets may be impacted by reconciliation contributions.

Prepared by: Gray Crary, Chief Strategic Officer



JOHN E. FENTON
Chief Executive Officer



September 2, 2011

Mr. Will Kempton
Chief Executive Officer
Orange County Transportation Authority
550 South Main Street/ P.O Box 14184
Orange, CA 92863-1584

Dear Mr. Kempton,

Metrolink and its Member Agencies have been working to reconcile equity issues related to the Rotem Car procurement. SCRRA has contracted to purchase 137 cars, two-thirds of which have already been delivered. The core issue has been a concern over who contributed to the purchase of the cars and how the cars are utilized in the Metrolink system. After much discussion it was agreed that there are twenty-two (22) cars of this purchase that are in service throughout the system and are assets utilized at the discretion of the SCRRA Board. In order to keep those cars in general system use it was agreed that OCTA would be reimbursed for the cost of the 22 cars.

Given the proposed time to reconcile these costs there are several ways that a Member Agency can reimburse OCTA. Agencies can provide a cash contribution, pick up the OCTA share for a specific project or contribute on behalf of OCTA annual rehab costs. Reconciliation is proposed to begin in FY12/13 and it will be SCRRA's obligation to track and report progress by the other Member Agencies.

This reconciliation between SCRRA and OCTA is built on the core concept that the Metrolink service is a partnership and that all cars purchased are part of the system. The attached proposed Reconciliation Worksheet shows all Member Agency's share of the cost of the 22 cars in question. The cars have an agreed upon value of nearly \$42 million. The shares of the cost have been calculated using the "All-Share Formula" currently used for many of the system wide costs. The columns of the Work Sheet identify whether the reconciliation will occur with a cash contribution, allocation of annual rehab costs or reconciliation for a specific purpose. SCRRA will administer how the other member agencies handle the settlement of their shares.

Also attached is a proposed draft Memorandum of Understanding (MOU) for your comments. This MOU solidifies the concept that the system-wide deployment of vehicles is a benefit to the service as it provides flexibility and the ability to defer immediate rehab costs of the existing fleet. In order to

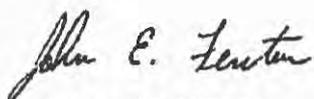


maintain such flexibility, this reconciliation must occur. The following sequence should bring this matter to conclusion:

1. Review Memorandum of Understanding and proposed reconciliation projects;
2. Take MOU to SCRRA Board of Directors in October (This item is slated to go to the September 23rd Planning and Finance Committee);
3. Seek annual rehabilitation and capital project reconciliation
4. Begin Reconciliation in FY 12/13, complete reconciliation in FY 16/17

I look forward to discussing this with you and the other Member Agencies.

Sincerely,



JOHN E. FENTON
Chief Executive Officer

cc: Member Agency CEOs
Richard Katz

Rotem Car Reconciliation

(All Cars In System Service)

Rotem Trailer Cars		<i>All-Share Ratio</i>	
Base Price	\$1.840	LACMTA	47.50%
Insurance	\$0.020	OCTA	19.80%
Freight Cost	\$0.047	SANBAG	14.40%
Total per car	\$1.907	RCTC	11.10%
		VCTC	7.20%
Total Reimbursement for 22 Cars	\$41.954	Total	100%

<-----Values From All-Share %----->

Member Agency	Total Due	Cash (a)	Rehab Costs (b)	EMF Phase II - (C)	Express Trains	fn4	Total Paid
VCTC	\$3.022	\$2.000	\$1.022	\$0.000	\$0.000		\$3.022
OCTA	\$8.306						
LACMTA	\$19.929		\$8.125	\$0.744	\$11.060	d	\$19.929
SANBAG	\$6.041		\$3.180	\$0.573	\$2.288	e	\$6.041
RCTC	\$4.657		\$4.413	\$0.244	\$0.000		\$4.657
Total	\$41.955	\$2.000	\$16.740	\$1.561	\$13.348		\$33.649

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(a) VCTC cash contribution to Option 4 moves like amount for FY 16 PTMISEA funds for OCTA discretion.

(b) Combination of Passenger Cars, Locomotives, & Other Rehab

(c) Cost share formula for EMF Phase II: LA 47.68%, SB 36.72%, RS 15.58%.

Shares relate to train miles by agency over affected segments (minus OCTA).

(d) LACMTA contribution for trailer cars for express service to Antelope Valley (3 Trailer 1 spare) -AND- 60% of 3 SB Express Trailers

(e) SANBAG 40% of 3 SB Express Trailers.

5-Year Payback
(all values given in millions of dollars)

Member Agency	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17
VCTC	\$3.022	\$1.022	\$0.818	\$0.613	\$0.409	\$0.204
Cash	\$2.000					
Rehab		\$0.204	\$0.204	\$0.204	\$0.204	\$0.204
EMF Phase II						
Express Trains						
Declining Balance	\$1.022	\$0.818	\$0.613	\$0.409	\$0.204	\$0.000
LACMTA	\$19.929	\$19.929	\$15.943	\$11.957	\$7.972	\$3.986
Cash						
Rehab		\$1.625	\$1.625	\$1.625	\$1.625	\$1.625
EMF Phase II		\$0.149	\$0.149	\$0.149	\$0.149	\$0.149
Express Trains		\$2.212	\$2.212	\$2.212	\$2.212	\$2.212
Declining Balance	\$19.929	\$15.943	\$11.957	\$7.972	\$3.986	\$0.000
SANBAG	\$6.041	\$6.041	\$4.833	\$3.625	\$2.416	\$1.208
Cash						
Rehab		\$0.636	\$0.636	\$0.636	\$0.636	\$0.636
EMF Phase II		\$0.115	\$0.115	\$0.115	\$0.115	\$0.115
Express Trains		\$0.458	\$0.458	\$0.458	\$0.458	\$0.458
Declining Balance	\$6.041	\$4.833	\$3.625	\$2.416	\$1.208	\$0.000
RCTC	\$4.657	\$4.657	\$3.726	\$2.794	\$1.863	\$0.931
Cash						
Rehab		\$0.883	\$0.883	\$0.883	\$0.883	\$0.883
EMF Phase II		\$0.049	\$0.049	\$0.049	\$0.049	\$0.049
Express Trains						
Declining Balance	\$4.657	\$3.726	\$2.794	\$1.863	\$0.931	\$0.000

Project	Paid Over
Cash	1 Year
OCTA Rehab	5 Years
EMF Phase II	5 Years
Express Trains	5 Years

DRAFT

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

FOR

ROTEM RAIL CARS REIMBURSEMENT

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THIS MEMORANDUM OF UNDERSTANDING, is effective this ____ day of _____ 2011, by and between Southern California Regional Rail Authority (SCRRA), and the Orange County Transportation Authority (OCTA). The OCTA, San Bernardino Associated Governments, Ventura County Transportation Commission, Riverside County Transportation Commission and Los Angeles County Metropolitan Transportation Authority make up the MEMBER AGENCIES of the Southern California Regional Rail Authority.

RECITALS:

WHEREAS, SCRRA HAS PURCHASED 137 Rotem Cab and Trailer Passenger Cars and uses them as directed by its Board of Directors; and

WHEREAS, OCTA's Board of Directors, on June 9, 2005, approved the Metrolink Service Expansion Program (MSEP), to offer increased Metrolink service in Orange County; and

WHEREAS, in 2005 OCTA committed \$137 million to purchase 59 new rail cars to support existing and expanded Metrolink service, including the MSEP; and

WHEREAS, OCTA has scaled back the MSEP service roll out to align with available revenues; and

WHEREAS, it was determined that 37 of the 59 railcars independently funded by OCTA will be required for the expanded service, leaving 22 rail cars for available system-wide utilization; and

WHEREAS, MEMBER AGENCIES and SCRRA mutually desire to utilize the available 22 railcars for system-wide service within the Metrolink system; and

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the date first above written.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
John E. Fenton
Chief Executive Officer

By: _____
Will Kempton
Chief Executive Officer

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

Minute Action

AGENDA ITEM: 20

Date: June 4, 2014

Subject: SANBAG Funding Principles and Policies

Recommendation:* Receive presentation on SANBAG Funding Principles and Policies.

Background: Occasionally SANBAG is in the fortunate position to receive extra funding from State or Federal sources that are not initially anticipated in funding agreements with project partners. While we always strive to bring more money to projects from sources outside of the region, these funds are not always easy to fit into the existing funding agreements, particularly when they are coming to projects that require a combination of Public and Developer Shares. Staff has prepared a presentation, which is included as an attachment to this agenda item, to demonstrate how we apply Board-directed principles and policy to funding recommendations for projects in our programs that are subject to development mitigation requirements. Recently, concern was expressed about the possibility of an inconsistent application of this process. This presentation is intended to highlight the rules that govern this decision-making process, provide a better understanding of how funding is applied, and illustrate staff considerations when determining if an exception to policy is prudent and fair to all member agencies in a like situation.

Financial Impact: This item has no impact on the SANBAG Fiscal Year 2013/2014 budget.

Reviewed By: This item has not been reviewed by any policy committee or technical advisory committee.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

*

*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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Check all that apply.

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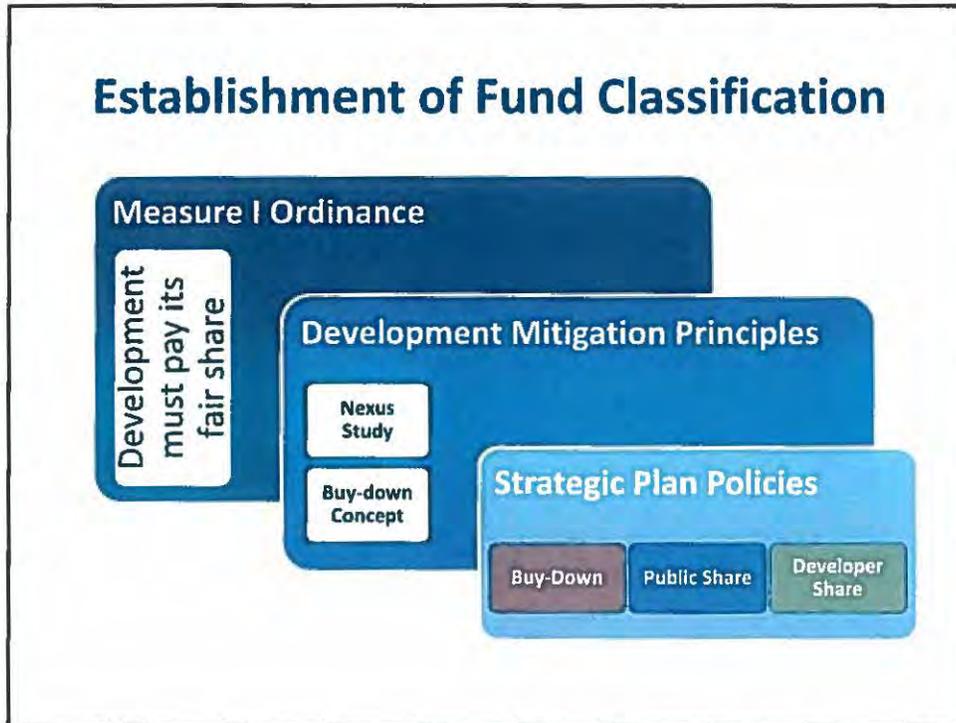
<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/h.../AgendaItems/BRD1406a1-az.pdf>

Review of SANBAG Funding Principles and Policies



This informational item is to share with you how staff applies principles and policy to funding decisions for projects in our programs that are subject to development mitigation requirements. Recently, there was expressed concern about the possibility of an inconsistent application of this process. This presentation will highlight the rules that govern this decision-making process, provide you with a better understanding of how funding is applied, and illustrate staff considerations when determining if an exception to policy is prudent and fair to all member agencies in a like situation.

Establishment of Fund Classification



The Measure I Ordinance is essentially the law we are operating under when it comes to project delivery. The Measure I Ordinance says that development must pay its fair share of certain transportation improvements. In response to this requirement, in July 2004, the Board adopted development mitigation principles that outline the expectation of development mitigation programs and established that the Nexus Study would define the fair share, or percentage of project cost, that developer fees would be responsible for in the urbanized areas of the County, or the Valley and Victor Valley subareas. This is set for each individual interchange and grade separation project and at the city level in the arterial program. To be eligible for funds from SANBAG, the required developer share must be committed. The principles also first introduced the concept of “buy-down” funds – these are earmarks and other transportation funds outside of the authority of SANBAG that are typically sought after by a local agency – saying that these earmarks should not solely benefit the developer mitigation requirement. The policies that were developed during the preparation of the Strategic Plan defined this classification of funds that are used on Nexus Study projects – or interchanges, grade separations, and arterials in the Valley and Victor Valley that receive funds from SANBAG.

Measure I Strategic Plan

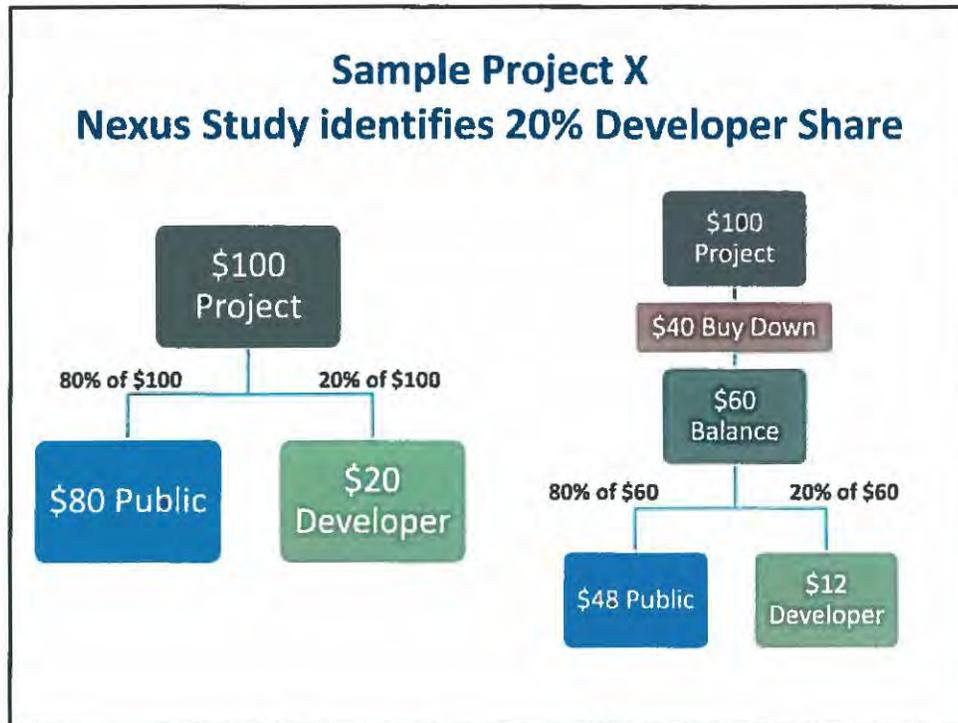
Policies VS-30 and VVMLH-27 define Three Fund Classifications for Nexus Study Projects

Buy-Down	Public Share	Developer Share
<ul style="list-style-type: none">• State/Federal Earmarks• Not allocated or approved by SANBAG• e.g., Demo, PUC, HBRR, RR	<ul style="list-style-type: none">• State/Federal funds apportioned/allocated to or by SANBAG• Project can be managed by SANBAG or Local Agency• e.g., in addition to Measure I, ACE funds, STIP, CMAQ, STP, SLPP, CMIA, TCIF	<ul style="list-style-type: none">• Funding from non-transportation agencies or other development-based local funds• e.g., in addition to DIF, HUD, BIA, DOD

Every fund that is used on a Nexus Study project is classified in one of three ways – either as a Buy-down, Public Share, or Developer Share. Buy-down funds are State and Federal transportation earmarks that require no action on the part of SANBAG to secure. A Public Share fund would be Measure and then any State or Federal formula funds or other allocation of State or Federal funds that requires approval or allocation by SANBAG. This is not determined by who manages the project, but whether SANBAG has some sort of authority in designating to which project the funds are allocated. Developer Share funds are developer fees, development-based local funds, and other funds from non-transportation agencies that the city can bring to the project.

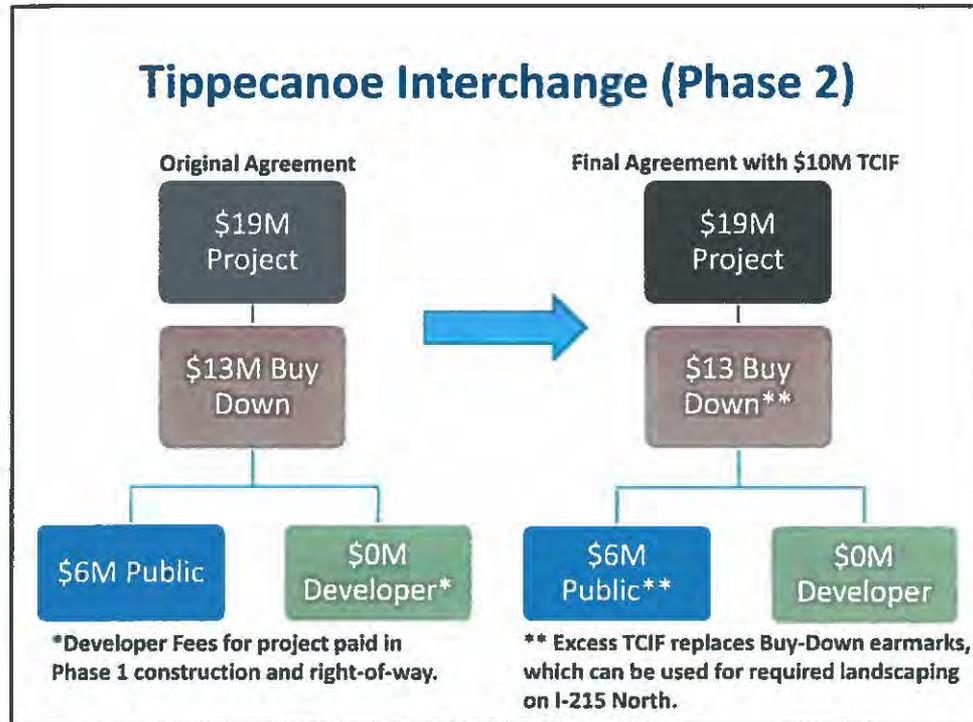
Sample Project X

Nexus Study identifies 20% Developer Share



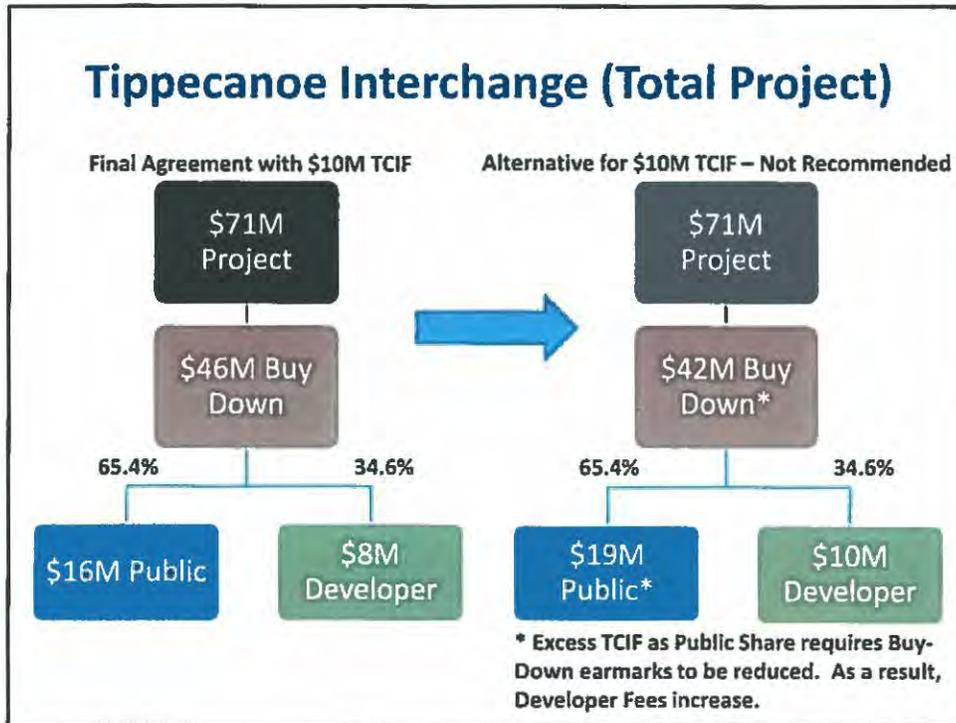
This is how classification looks on a project. If you have a project with no earmarks, like is shown on the left, it will be fully funded by SANBAG and the developer fees. In this case the Nexus Study has identified a 20% developer share, which means SANBAG will be responsible for 80% of the project cost. In the second case, there is a \$40 earmark for the project. This earmark reduces the project cost to which the public and developer shares are applied to \$60. So instead of owing \$80 for the project, SANBAG owes 80% of the reduced cost, or \$48. And the developer share is also reduced from \$20 to \$12. Both the Public and the Developer Shares see a benefit to this earmark being available for the project.

This is pretty straightforward and most of our projects fall under these categories of funding scenarios. However, occasionally we are in a situation where we have an opportunity to secure new money for the project that might not fit neatly into the confines of the boxes you see above. We never want to miss an opportunity to bring new money to the region and our job as a regional agency is to determine how to fit this money into the project to provide the greatest benefit to the Measure I Program as a whole and to the greatest number of projects in these programs. This is where it becomes more tedious and requires careful consideration of policies and the impacts of possible exceptions to those policies not just on the project in question but on each agency in the subarea and the projects they hope to receive funding for in the future.



In March 2014 Tippecanoe was in this situation. TCIF savings became available and at the time were required to be allocated to a project that could be ready to advertise by June 2014. These funds were allocated to Tippecanoe by the California Transportation Commission in May because that was the only project in our County that could meet that timeline. This TCIF is only available for the Phase 2 construction phase because TCIF cannot be applied retroactively and must be used for construction.

SANBAG has an agreement with San Bernardino, Loma Linda, and IVDA that covers right-of-way and Phase 1 and 2 construction. You can see on the left, that prior to the allocation of TCIF, SANBAG had planned to use \$13M of earmarks and \$6M of Measure I interchange funds to fund the \$19M phase. There are no developer fees required on this phase because shares for this project are being managed on the whole project rather than by phase, and they have all been paid in the earlier phases. There was about \$10M TCIF available for the project but only a need for \$6M Public Share. Typically, or as has been done to date on other projects, the extra \$4M would be referred to as “excess Public Share”, the Developer Share would be reduced by this \$4M in the short term, and over time the Developer Share would reimburse the interchange program that \$4M. However as you can see, there is no Developer Share to reduce, only the Buy-down can be reduced. As we saw on the previous slide, when the Buy-down amount goes down, the Public and Developer amounts go up. In this case, if the Buy-down amount went down because we increased the Public Share by the excess \$4M, the local agencies would be required to increase their participation on the prior phases.

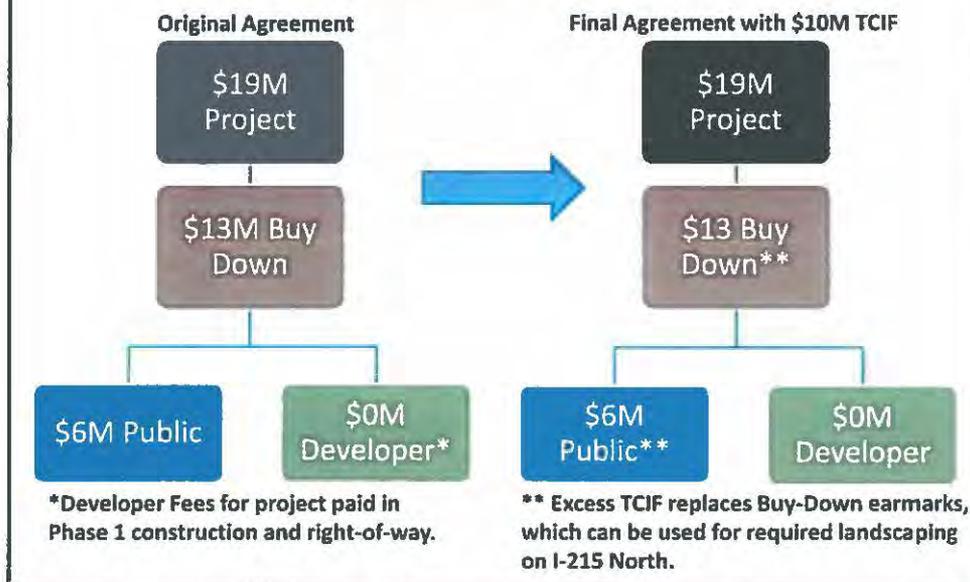


This is easier to see when we look at the project as a whole. With the addition of \$10M TCIF to phase 2, there is about \$4M excess public share funds. To be able to classify all of the TCIF as public share, which is the typical classification of TCIF per policy, we have to reduce the earmarks in phase 2 by \$4M. When you look at the project as a whole and show this lower earmark amount, you can see that the developer share goes up by \$2M.

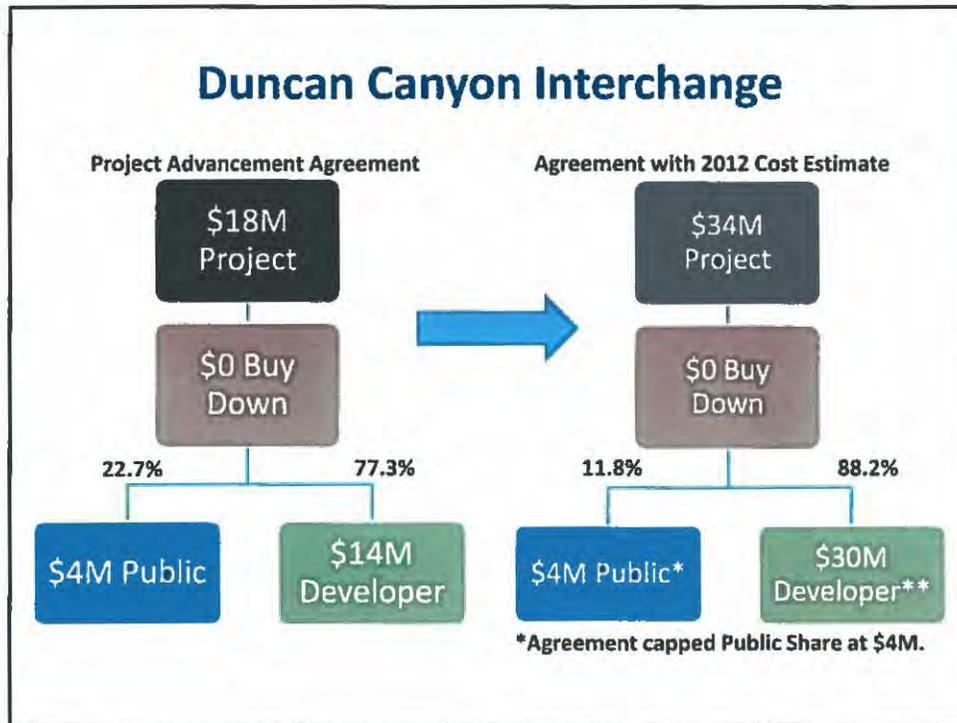
After it has been determined that a funding change on a project will preserve Measure I and benefit the County as a whole, the next thing staff considers is whether this change disadvantages a local agency. In this case, the local agencies would be disadvantaged because they had a fully funded project without the addition of the TCIF. The addition of the TCIF would cause their share of the project cost to go up for no justifiable reason.

The alternatives to consider at this point are to either ask for \$4M less or to recommend an exception to policy. In this case, the exception was that after replacing as much Measure I Interchange funds as eligible on Phase 2, the excess TCIF would then replace earmarks on phase 2 and take on the "Buy-down" status. This is a unique situation where the earmarks on Tippecanoe were part of a pool of earmarks that are also eligible for I-215 North and I-215 Barton IC, so they would not be lost if not used on this project. This is a very unique situation.

Tippecanoe Interchange (Phase 2)

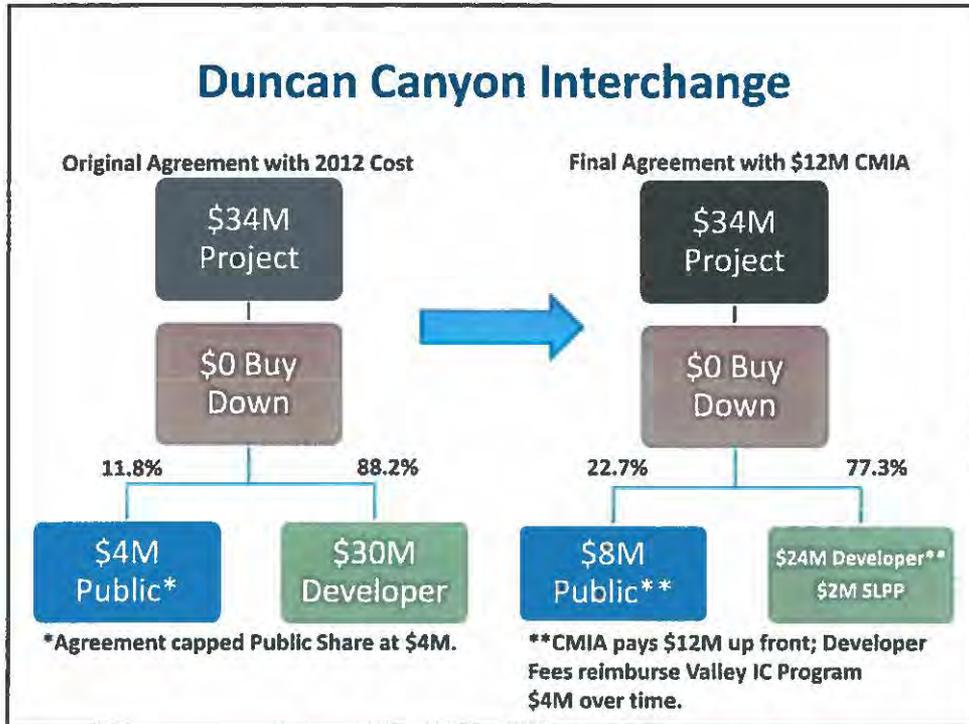


The net result of the staff recommendation that the Board approved in March 2014 is that the local agencies aren't negatively impacted by the fund change, Measure I interchange funds are removed to the maximum extent possible from Phase 2 so a bit over \$5M Measure is saved for other future interchange projects in the program, and additionally a fund source is freed to help fund the required landscaping on I-215 North, which is not eligible for new Measure and has limited fund sources available.



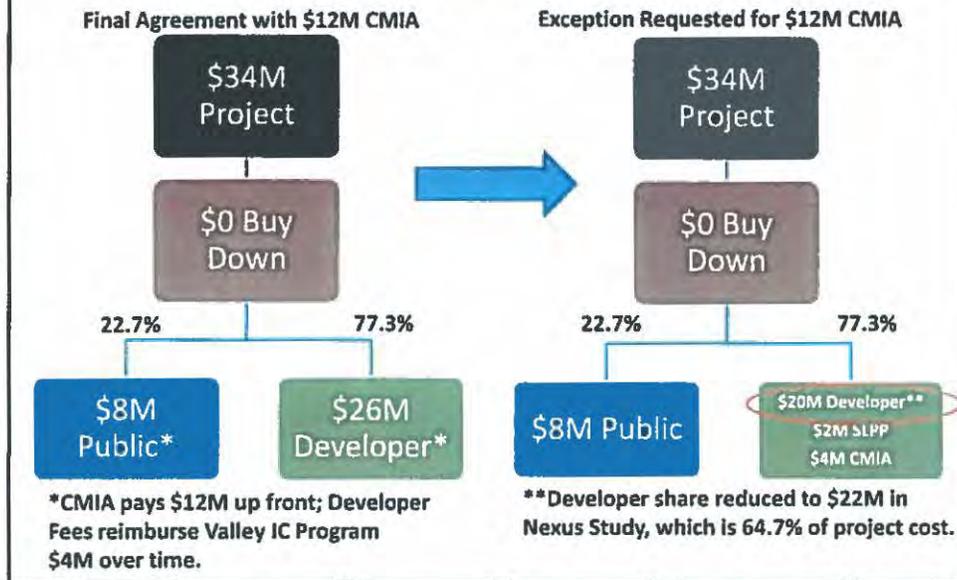
A somewhat similar situation was considered by the Board in April 2012. In this case Duncan Canyon interchange, along with the Tippecanoe Phase 1 and Ranchero Interchanges, were in a position to receive limited time CMIA savings. Tippecanoe and Ranchero had competed for these funds unsuccessfully in 2011 and because more money became available in 2012, SANBAG suggested that Duncan Canyon could be added to the request without impacting the chances of the other two interchanges being funded.

At the time, SANBAG and Fontana had a Project Advancement Agreement (PAA) that capped the Public Share contribution at a maximum of \$4M based on a Public Share of 22.7%. PAAs were allowed by the Board so that jurisdictions could move forward with projects using their own funds with a commitment from SANBAG for reimbursement after the new Measure I was initiated in 2010. A cap was placed on the Public Share contribution for all PAAs executed with SANBAG per Board direction. The cost estimate had increased significantly since this agreement was approved in 2006, so the effective Public Share on the cost estimate in 2012 was less than 12%, causing the required Developer Share to more than double.



As part of the allocation of CMIA savings to this project, SANBAG staff recommended that the Board, through exception, cancel the PAA and approve increasing the Public Share back to the prescribed Nexus Study percentage of 22.7% of the 2012 cost estimate. This provided a \$4M decrease to the Developer Share when compared to the original agreement, which benefitted the City of Fontana. This was only recommended because of the availability of CMIA to cover the Public Share – since Duncan Canyon is ranked #32 on the interchange priority list, staff could not have recommended increasing a Measure I Interchange fund commitment to this project beyond the existing capped commitment of \$4M. Ultimately the Board approved that SANBAG would request \$12M CMIA for the project and the \$4M in excess of the \$8M Public Share would essentially be a loan to the city for the Developer Share that the city would pay back to the interchange program over time. Additionally, staff recommended that \$2M in Proposition 1B State-Local Partnership Program (SLPP) funds be counted as Developer Share. This is because this source of funds was only available to agencies that could provide a Developer Fee match – SANBAG would not qualify for this particular pot of SLPP funds. (Incidentally, this same consideration should be extended to the City of Rancho Cucamonga for their I-15/Baseline Interchange project where their \$1M SLPP funds were treated as a Buy-down per policy. This would result in the City Developer Share being reduced by \$500,000 and the Measure I commitment being increased by \$500,000.)

Duncan Canyon Interchange



At this same time, Fontana requested consideration of an exception to policy that would allow the CMIA that exceeded the Public Share to reduce the Developer Share further, or in other words count the CMIA as Developer Share. This is an exception because by policy, Developer Share is either Developer-based funding or funds coming from a non-transportation agency source such as HUD, DOD, etc. The effect of this would be to further reduce the Developer Share required from developer fees to \$20M.

Reduced Developer Share Policy Considerations

-  Can this be done without causing a disadvantage to the local agency?
-  Are there other agencies in a similar situation that didn't receive the same benefit?
-  Are there other agencies that could have been in a similar situation but weren't given the opportunity?

As mentioned earlier, our first consideration when looking at an exception is does it disadvantage the local agency. Obviously this exception would have been a benefit to the Fontana fee program having their anticipated share on this project go from the original PAA amount of \$30M to \$20M.

The next question would be whether there is another project that could be in the same circumstance and Fontana would be receiving a benefit that the other agencies weren't. There are at least two other projects where this excess Public Share situation exists and the agencies have agreed to reimburse the appropriate Measure Program. Because Fontana would be receiving an advantage these others did not, the Board could choose to go back and revise the other agreements, so that inequity could be addressed if necessary. The impact of this would be a reduction of about \$32 million in anticipated revenue for the Valley Grade Separation and Freeway Interchange Programs and the Victor Valley Major Local Highway Program. This of course violates the Board's overarching principles of preserving Measure and maximizing leveraging of other funds to benefit the delivery of future projects.

We also have to consider how this situation came to be – did others miss out on the opportunity to have their Developer Share reduced? In this case we had three projects applying for CMIA savings – two projects resulted in excess public share and one didn't. If the Board were to approve this exception, the one project that didn't request excess public share, Tippecanoe, has been disadvantaged, which creates a situation of inequity. We could have requested \$8M for Duncan Canyon and \$4M more for Tippecanoe – we had the public share capacity to do that. In fact, we could have requested \$4M for Duncan Canyon in accordance with the PAA that was in effect at the time and \$8M more for Tippecanoe without exceeding the Public Share and preserving more Measure I Interchange funds. Had staff known that any portion of the CMIA funds would ultimately revert to Developer Share and reduce the Public Share funds available for other projects, the recommendations for the level of funding to apply to each project would require much more consideration. Therefore it is hard to find a compelling reason for staff to recommend an exception in this case without stirring up a series of other projects that could have been given the same opportunity.

Summary of Outcome

Duncan Canyon

- \$6M saved for the City's Development Mitigation Program
- \$4M loaned to the City for their Developer Share
- \$4M Measure I saved on Duncan Canyon and \$4M gained for the Interchange Program

Tippecanoe

- \$5M Measure I saved for the Interchange Program
- \$5M gained for the Freeway Program

In the end Fontana did benefit from receiving the CMIA – they are receiving \$4M more Public Share funds for their project than they anticipated when they were under the PAA, and they are getting a \$4M loan of developer share that they have time to pay back. The entire participants in the Valley Interchange Program benefitted as well given that the program will receive payment back on the \$4M loan, and we were able to bring non-Measure I funds to the Valley Interchange Program. Similar benefits were gained from the TCIF programming on Tippecanoe.

We have had a lot of success across the region with Proposition 1B funds that was made possible by local agencies such as Fontana, the County, Victorville, and Hesperia taking the initiative to develop projects before full funding was available for them. The Board has also been flexible in responding to these opportunities – in the Major Streets Program the Board altered the apportionment to the Grade Separation Subprogram so that TCIF could be maximized for those projects, on Duncan Canyon the Board allowed the PAA to be cancelled and aggressively pursued CMIA savings so that the Public Share contribution could be increased for the project. We have been able to leverage a significant amount of State funding over the past five years that has allowed projects to move forward that would have never had adequate Public Share resources otherwise. This has truly been a team effort that everyone has benefitted from either by getting a project that is a regional or local priority under construction or for those who don't have projects ready to go yet, by knowing that the Public Share funds are being managed efficiently so that when their priority is ready for construction, there may be some Public Share funding available to make it happen.



- 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: June 4, 2014

Subject: Interstate 10/Tippecanoe Avenue Interchange Funding Cooperative Agreement

Recommendation:* That the Board, acting in its capacity as the San Bernadino County Transportation Authority:

1. Approve reclassifying the Interregional Improvement Program, Corridor Mobility Improvement Account, and Surface Transportation Program funds used on this project as Buy-down funds; and
2. Approve Amendment No. 1 to Contract No. R10200 with the City of Loma Linda, the City of San Bernardino and the Inland Valley Development Agency for the Interstate 10/Tippecanoe Avenue Interchange Project for the Right-of-Way and Construction Phases amending the contract as follows:
 - a. Remove the expiration date of June 28, 2014, and extend the term to coincide with the completion of the project;
 - b. Revise the contract value from \$70,508,000 to \$71,074,279 to reflect the current engineer's estimate for Phase 2 construction and current cost estimates for completion of right-of way and Phase 1 construction;
 - c. Revise the amount of Buy-down funds from \$33,684,000 to \$46,452,370, causing SANBAG's Public Share contribution to decrease by \$7,978,271 and the

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.
 BRD1406b-cs
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/R10200-1.docx>

collective reimbursement amount from the Developer Share to decrease by \$4,222,819; and

d. Increase the Measure I commitment to the Public Share contribution for the project from \$2,974,000, as shown in the 2014 Update to the Ten-Year Delivery Plan, to \$6,103,733.

Background:

This is an amendment to an existing right-of-way and construction cooperative agreement. In June 2010, SANBAG entered into Cooperative Agreement No. R10200 (agreement) with the City of Loma Linda, the City of San Bernardino, and the Inland Valley Development Agency (IVDA) to deliver the final phases of the Interstate 10 (I-10)/Tippecanoe Avenue Interchange project (Project) within the parameters of the Measure I 2010-2014 Strategic Plan Policy and Nexus Study. The agreement defined the work to be performed, funding shares, party responsibilities and stipulations for the right-of-way and construction work, including designation of SANBAG as the lead agency.

Currently, right-of-way work is on-going and Phase 1 construction is underway. Phase 2 design and engineer's estimate has been finalized, and SANBAG staff is now seeking federal authorization to proceed with advertisement of Phase 2 construction, which is expected to begin in fall 2014 and take approximately two years to complete.

With the engineer's estimate for Phase 2 construction finalized and the contract termination date of June 28, 2014, identified in the original agreement approaching, staff is recommending that an amendment to the existing agreement be approved. The proposed amendment includes the most current cost estimate information and SANBAG Board approved allocation actions, removal of the contract termination date, and clarification that although the public and development shares for a specific component of work or contract may vary from the shares identified in the Nexus Study, the total combined contribution from each agency will be consistent with the Nexus Study.

Accounting for Buy-down Funds

This is the first amendment to this cooperative agreement that was approved in 2010. A history of major programming actions related to this project can be found in Attachment 1. When reviewing the funding for the project there were several issues related to the classification of the various fund sources for this project that staff recommends be considered for correction. As background, per SANBAG policy, State, Federal, and private funds are classified in one of three ways:

1) Buy-down funds are funds that come from State and Federal transportation sources and do not require any allocation or approval of SANBAG. Examples included in the policy are federal earmarks, Public Utilities Commission funds, Caltrans share of state and federal funds, and railroad contributions.

2) Public Share funds are funds that SANBAG has allocation authority over or that have been allocated to SANBAG. Examples included in the policy are our State and Federal formula apportionments of Surface Transportation Program (STP), Congestion Mitigation and Air Quality, and State Transportation Improvement Program (STIP) funds and most Proposition 1B funds.

3) Development Share funds are State and Federal funds that come from non-transportation sources. Examples included in the policy are Department of Housing and Urban Development, Bureau of Indian Affairs, and Department of Defense funds.

The first issue that was noted was the designation of \$3 million Interregional Improvement Program (IIP) as a Public Share fund. IIP funds are the 25% Caltrans' share of the STIP. SANBAG has no allocation or programming authority over these funds. As such, they are more appropriately classified as a Buy-down fund, and staff recommends this be corrected in Amendment 1.

Additionally, when validating the appropriate amount of Trade Corridors Improvement Fund (TCIF) savings that could be classified as Buy-down funds, it was discovered that there were actions taken by the SANBAG Board in April 2009, prior to development of this funding agreement, that affected the amount of Buy-down funds that were ultimately applied to the project. With the passage of SAFETEA-LU, Jerry Lewis was successful in securing a \$75 million earmark for what was referred to as the Inland Empire Goods Movement Gateway project (IEGMG). The IEGMG included a \$30 million earmark for Tippecanoe interchange. This is in addition to \$18 million in TEA-21 earmarks and various annual appropriations specifically for Tippecanoe. In April 2009, the SANBAG Board replaced \$15.549 million of the IEGMG earmark for Tippecanoe with STP so that the earmark funds could help fund a shortfall on I-215 North resulting from the inability of the State to sell Proposition 1B bonds. When the funding agreement for Tippecanoe was approved, this \$15.5 million of STP funds was classified as Public Share, which is typical for this fund source. The net effect of this removal of \$15.5 million of earmark funds is that the Developer Share for the project increased by \$5.6 million. The Public Share also increased, but that increase was fully covered by the STP. Ultimately, \$10 million of this \$15.5 million was replaced with Corridor Mobility Improvement Account (CMIA) funds, which is also typically Public Share.

Staff recommends that the Buy-down amount be adjusted to account for this cumulative \$18.5 million that should have been classified as Buy-down funds. Accordingly, the IIP, CMIA, and STP funds used on the project would be reclassified as Buy-down funds, along with the TCIF approved by the Board for use as Buy-down funds in March 2014. When combined with the final accounting of other earmarks available for the project and the project cost increase, the net impact is a decrease in the Developer Share contribution of \$4,222,819 and a decrease in the Public Share contribution of \$7,978,271.

Although the Public Share is decreasing, Measure I must increase to cover the loss of IIP, CMIA, and STP as Public Share funds. As compared to the recently approved 2014 update to the Ten-Year Delivery Plan, this is an increase in Measure I of \$6,103,733. Under the current assumptions of revenue and costs in the Valley Freeway Interchange Program, this would not result in a negative cash flow in the Interchange Program until 2018. This could be covered with a slight increase to the 2018 bond amount, but the need for this increase will be reevaluated in the next two updates to the Delivery Plan.

- Financial Impact:** This item has no financial impact on the approved Fiscal Year 2013/2014 budget.
- Reviewed By:** This item has not been reviewed by any policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and the amendment as to form.
- Responsible Staff:** Andrea Zurieck, Director of Fund Administration and Programming

ATTACHMENT 1 - Summary of Board Actions Related to Project Funding

Below is a brief summary of the I-10/Tippecanoe Avenue Interchange history and table outlining the SANBAG Board-approved funding decisions and the resultant changes to Public and Development Shares that have occurred since approval of the original cooperative agreement.

- June 2010 – The SANBAG Board approved a cooperative funding agreement with Loma Linda, San Bernardino, and Inland Valley Development Agency for the right-of-way and construction phases of Tippecanoe Interchange including \$33.684 million in federal earmark funds identified as Buy-down funds, \$4.91 million in federal earmark funds identified as Public Share funds, and \$2.5 million in Interregional Improvement Program (IIP) funds identified as Public Share funds. The \$4.91 million earmark funds were identified as Public Share because they were originally programmed on preliminary engineering and were swapped with Measure I funds from the right-of-way phase.
- April 2012 – SANBAG received \$10 million of Proposition 1B Corridor Mobility Improvement Account Funds savings. These funds were applied as a Public Share contribution reducing federal Surface Transportation Program (STP) funds that were identified as Public Share.
- September 2013 – In an effort to utilize aging federal earmark funds, the remaining balance of Inland Empire Goods Movement Gateway Project (IEGMG) earmark funds were allocated to the I-10/Tippecanoe Avenue Interchange project bringing the total Buy-down amount to \$34,457,081, which was a slight increase in total buy-down funds from the original cooperative agreement but still less IEGMG earmarks than originally allocated to the project. Other projects that were programmed with these funds were I-215 University Interchange and I-215 Barton Interchange. The SANBAG Board approved replacing these earmark funds programmed on these projects with STP when the projects are ready for implementation. For the I-215 University project, these STP funds would retain Buy-down status so that this fund swap would not negatively impact the agencies funding that project.
- November 2013 – The SANBAG Board approved an amendment to the right-of-way agreement with Caltrans for an additional \$500,000 of IIP funds to cover right-of-way support cost increases.
- March 2014 – The SANBAG Board allocated the remaining balance of State Proposition 1B Trade Corridor Improvement Funds (TCIF) estimated at \$10,669,955 to Phase 2 Construction, first replacing as much Public Share as possible and then replacing existing federal earmark funds and allowing those funds to retain the Buy-down status of the earmark funds. Without retaining Buy-down status, each funding partner would be required to increase their funding contribution to the project even though the project was fully funded without the addition of TCIF. The federal earmark funds will be used to fund required landscaping on I-215 North through San Bernardino, which has limited funding sources since it is not eligible for Measure I 2010-2040 Freeway Program funding. Any earmark funds not needed for I-215 North will be programmed back to I-215 Barton Interchange. Both of these projects are eligible for these earmark funds since they were part of the original IEGMG earmark.

I-10 TIPPECANOE AVENUE INTERCHANGE FUNDING HISTORY

Year- Action	Total Cost	Total Buy-down Funds	Remaining Balance	Total Developer Share	Total Public Share	Highlights of Project Funding Change
2010 - Cooperative Agreement Approved	\$ 70,508,000	\$ 33,684,000	\$ 36,824,000	\$ 12,741,104	\$ 24,082,896	When original cooperative agreement was developed, Public Share included \$2,500,000 of IIP and \$16,671,000 of Measure I.
2012 - CMIA Savings added to Public Share of Phase 1 Construction	\$ 70,508,000	\$ 27,957,082	\$ 42,550,918	\$ 14,722,618	\$ 27,828,300	When original cooperative agreement was developed, total federal appropriation amount was assumed for earmarks. Takedowns and annual appropriation limitations reduced the actual amount available.
2013 - Federal Earmarks added to Phase 2 Construction to minimize risk of rescission and IIP added for R/W cost increase	\$ 71,883,194	\$ 34,457,082	\$ 37,426,112	\$ 12,949,435	\$ 24,476,677	Addition of earmarks returns Developer and Public Shares closer to original agreement despite cost increases and aims to preserve earmarks for the county that could be subject to rescission.
2014 - TCIF Savings added to Phase 2 Construction to preserve funds for county	\$ 71,074,279	\$ 34,457,082	\$ 36,617,197	\$ 12,669,550	\$ 23,947,647	TCIF was added to project as the only eligible project in the county that met the funding deadline. TCIF is typically treated as Public Share, but staff requested an exception that any excess TCIF replace earmark funds and retain the Buy-down status. Otherwise each funding partner would have been required to contribute more than agreed to in the original cooperative agreement. All Phase 2 Public Share costs that were eligible for replacement with TCIF were replaced to preserve the most Freeway Interchange Measure I funds for other projects.

CONTRACT SUMMARY SHEET

Contract No. R 10200 Amendment No. 1

By and Between

San Bernardino Associated Governments and City of San Bernardino, City of Loma Linda, Inland Valley Dev. Agency

Contract Description I-10 Tippecanoe Ave Interchange Right of Way and Construction Phases

Board of Director's Meeting Date: June 4, 2014
Overview of BOD Action: Approve Amendment No. 1 to revise the contract value, Buy-down, and resulting shares.
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	12,744,000	Original Contingency Amount
			\$ 0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	12,744,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0.00
Current Amendment Amount	\$	-4,222,819	Contingency Amendment
			\$ 0.00
TOTAL CONTRACT VALUE	\$	8,519,181	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 8,519,181

Contract Start Date April 7, 2010	Current Contract Expiration Date June 28, 2014	Revised Contract Expiration Date June 30, 2017 (estimated)
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Termination date removed and changed to completion of project.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 0842	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Measure I Valley Freeway IC Bond Funds, Cities of San Bernardino and Loma Linda, IVDA, CMIA, STP, and Demo	
<input checked="" 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	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Freeway Interchange Bond (8.6%), Local (4% each), State (31.9%), Federal (47.5%)	
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable Receivable is for \$2,839,727 from each local partner	

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

Andrea Nieto
Project Manager (Print Name)

Garry Cohoe
Task Manager (Print Name)

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

Jeffery Hill
Contract Administrator (Print Name)

William Stawarski
Chief Financial Officer (Print Name)

[Signature] 5/22/14
Signature Date

[Signature] 5.29.14
Signature Date

[Signature] 5/22/14
Signature Date

[Signature] 5/22/14
Signature Date

[Signature] 5/27/14
Signature Date

AMENDMENT NO. 1 TO

CONTRACT NO. R10200

BY AND BETWEEN

THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF LOMA LINDA

AND

THE CITY OF SAN BERNARDINO

AND

INLAND VALLEY DEVELOPMENT AGENCY

FOR

**RIGHT-OF-WAY AND CONSTRUCTION PHASES FOR THE INTERSTATE 10
TIPPECANOE AVENUE INTERCHANGE**

This AMENDMENT No. 1 to Contract No. R10200 is effective on the Effective Date as defined herein, by and between the San Bernardino Associated Governments acting as the San Bernardino County Transportation Authority ("AUTHORITY"), the City of Loma Linda ("CITY OF LOMA LINDA"), the City of San Bernardino ("CITY OF SAN BERNARDINO"), and the Inland Valley Development Agency ("IVDA") individually referred to as PARTY and collectively known as PARTIES.

RECITALS:

WHEREAS, AUTHORITY, CITY OF LOMA LINDA, CITY OF SAN BERNARDINO and IVDA entered into Contract No. R10200 ("Agreement") on August 25, 2010, to set forth responsibilities and obligations of each phase as they pertain to participation and funding of the Right-of-Way Work, including property acquisition, and Construction Work, including a four year plant establishment period as required by Caltrans, for the Interstate 10 ("I-10") Tippecanoe Avenue Interchange Project, located in the San Bernardino and Loma Linda area (hereinafter referred to as "PROJECT"); and

WHEREAS, the Right-of-Way Phase is now estimated at \$34,175,194; and

WHEREAS, the Phase 1 Construction is now estimated at \$17,653,270 and the Phase 2 Construction is now estimated at \$19,245,815 and jointly the total cost of construction for Phase 1 and Phase 2 is estimated at \$36,899,085; and

WHEREAS, the final total buy down contribution is \$46,452,370 consisting of \$26,197,979 in federal earmark funds from various sources, \$3,000,000 of Interregional Improvement Program

funds allocated by Caltrans, \$10,000,000 of Corridor Mobility Improvement Account funds in accordance with the SANBAG Board approved action on June 4, 2014, \$2,660,053 in federal Surface Transportation Program funds in accordance with the SANBAG Board approved action on June 4, 2014, and \$4,594,337 in State Proposition 1B Trade Corridor Funds in accordance with the SANBAG Board approved action on March 5, 2014, resulting in a remaining balance of \$24,621,909 to be funded by the PARTIES; and

WHEREAS, the total project cost has increased from \$70,508,000 to \$71,074,279, but because of the addition of buy down funds to the project, the total project cost increase will not increase the total contribution of the PARTIES agreed to in the original Contract No. R10200; and

WHEREAS, the PARTIES agree to amend Contract No. R10200 to allow flexibility to move allocated funds between phases as more precise cost information becomes available so long as the individual contribution amounts do not exceed the total amount approved by each PARTY.

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

1. The AGREEMENT is amended in the following particulars:
 - a. Amend Paragraph 1 of Section I (AUTHORITY AGREES) to add the following:

“The actual cost of a specific phase may ultimately vary from the estimates provided in Table 1; however, under no circumstances is the total combined AUTHORITY contribution (Total Public Share) to exceed \$16,102,729.”
 - b. Amend Paragraph 1 of Section II (CITY OF LOMA LINDA AGREES) to add the following:

“The actual cost of a specific phase may ultimately vary from the estimates provided in Table 1; however, under no circumstances is the total combined CITY OF LOMA LINDA contribution to exceed \$2,839,727.”
 - c. Amend Paragraph 1 of Section III (CITY OF SAN BERNARDINO AGREES) to add the following:

“The actual cost of a specific phase may ultimately vary from the estimates provided in Table 1; however, under no circumstances is the total combined CITY OF SAN BERNARDINO contribution to exceed \$2,839,727.”
 - d. Amend Paragraph 1 of Section IV (INLAND VALLEY DEVELOPMENT AGENCY AGREES) to add the following:

“The actual cost of a specific phase may ultimately vary from the estimates provided in Table 1; however, under no circumstances is the total combined IVDA contribution to exceed \$2,839,727.”

- e. Remove and replace Paragraph 14 of Section V (MUTUALLY AGREED) with:

“The Agreement shall terminate upon completion of all PROJECT Right-of-Way Work and Construction Work obligations of AUTHORITY, the delivery of the required PROJECT documents to each PARTY, and the payment of all funds to the AUTHORITY by all PARTIES, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any PARTY may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.”

8. Delete “Table 1” attached to Contract No. R10200 and replace it with “Table 1 – Amendment 1” which is attached to this Amendment No. 1 and by this reference incorporated herein. All references in the Agreement to Table 1 shall mean Table 1 – Amendment 1.
9. The Effective Date of this Amendment No 1 is the date that it is executed by the AUTHORITY.
10. Except as amended by this Amendment No. 1, all other provisions of Contract No. R10200 shall remain in full force and effect.
11. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.
12. The Recitals are incorporated into the body of this Amendment No. 1.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year below written, but effective as of the day and year first set forth identified herein.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

CITY OF LOMA LINDA

By: _____
W. E. Jahn, President

By: _____
Rhodes "Dusty" Rigsby, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

By: _____

Date: _____

Date: _____

CONCURRENCE:

INLAND VALLEY DEVELOPMENT
AGENCY

By: _____
Jeffery Hill
Contract Administrator

By: _____
AJ Wilson,
Executive Director

Date: _____

Date: _____

CITY OF SAN BERNARDINO

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
R. Carey Davis, Mayor

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Gary D. Saenz
City Attorney

Date: _____

**TABLE 1 – AMENDMENT 1
I-10 TIPPECANOE AVENUE INTERCHANGE FUNDING PLAN**

Phase	Total Cost	Total Buy-down Funds	Remaining Balance	Total Developer Share	Total Public Share	Buy-down Funds					Developer Share 34.6%			Public Share ¹ 65.4%		
						Federal Earmarks	IIP ²	STP (as buy-down) ²	CMIA (as buy-down) ²	TCIF (as buy-down) ³	Loma Linda	San Bernardino	IVDA	Measure I	TEA-21 ⁴	TCIF
Right-of-Way	\$ 34,175,194	\$ 20,478,712	\$ 13,696,482	\$ 4,738,983	\$ 8,957,499	\$ 17,478,712	\$ 3,000,000				\$ 1,562,162	\$ 1,562,162	\$ 1,562,162	\$ 4,099,996	\$ 4,910,000	
Construction Phase 1	\$ 17,653,270	\$ 12,660,053	\$ 4,993,217	\$ 1,727,653	\$ 3,265,564	\$ -		\$ 2,660,053	\$ 10,000,000		\$ 1,277,565	\$ 1,277,565	\$ 1,277,565	\$ 1,160,523		
Construction Phase 2	\$ 19,245,815	\$ 13,313,605	\$ 5,932,210	\$ 2,052,545	\$ 3,879,665	\$ 8,719,268				\$ 4,594,337				\$ 843,214		\$ 5,088,996
Total	\$ 71,074,279	\$ 46,452,370	\$ 24,621,909	\$ 8,519,181	\$ 16,102,729	\$ 26,197,980	\$ 3,000,000	\$ 2,660,053	\$ 10,000,000	\$ 4,594,337	\$ 2,839,727	\$ 2,839,727	\$ 2,839,727	\$ 6,103,732	\$ 4,910,000	\$ 5,088,996
											Total Developer Share⁴ \$ 8,519,181		Total Public Share⁴ \$ 16,102,729			

1. AUTHORITY's Public Share can be from eligible sources under control of AUTHORITY and can be changed without necessitating an amendment of this agreement so long as the allocation of funds has been approved by the SANBAG Board.
2. IIP, STP, and CMIA funds in the original funding agreement were incorrectly identified as Public Share funds and should have been identified as Buy-down Funds.
3. TCIF funds are maximized as Public Share and the balance is used to replace earmark funds that can be transferred to the I-215 North Landscaping project or I-215 Barton IC, which are both eligible uses of these earmark funds.
4. TEA-21 funds originally programmed for Preliminary Engineering phase were swapped with Measure I funds from the right-of-way phase so that the engineering phase did not have to be federalized.
5. Developer Share and Public Share are balanced over all phases of work and not by individual phase.

**AGENCY
REPORTS**



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

May 7, 2014

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
Mayor Pro Tem, Wildomar
Cities of Riverside County

John J. Benoit
Supervisor, Fourth District
County of Riverside

Joe Buscaino
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City of Los Angeles Representative

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.
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Judith Mitchell
Mayor, 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

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 is the agenda item and outcome of the May 2, 2014 SCAQMD Governing Board meeting, and a preview of the item(s) for discussion at the June 6, 2014 meeting.

PUBLIC HEARING ITEMS AT MAY 2 BOARD MEETING:

Amend Rule 1130 - Graphic Arts

The proposed amendment incorporates certain U.S. EPA Control Techniques Guidelines recommendations applicable to printing operations not included in the current rule that pertain to the overall add-on control device efficiency and VOC content requirements for fountain solutions. The proposed amendment further adds prohibition of storage of non-compliant VOC-containing materials at a worksite, removes obsolete rule language, updates definitions for consistency with other SCAQMD rules, adds a rule exemption for graphic arts materials that have a VOC content of no more than 10 g/L, as applied, and makes minor corrections and clarifications. This action is to adopt the resolution: 1) Certifying the Final Environmental Assessment for Proposed Amended Rule 1130; and 2) Amending Rule 1130.

Vote: 11 Yes; 0 No; 0 Abstain; 2 Absent

Amend Rule 1155 – Particulate Matter (PM) Control Devices

Rule 1155 was adopted in December 2009 and subsequently forwarded to CARB for inclusion in the SIP. CARB approved the submittal and forwarded to U.S. EPA in July 2010. U.S. EPA has raised concerns about certain exemptions during equipment start-up. In order to address U.S. EPA's concern regarding approval of this rule into the SIP, Rule 1155 is proposed for an administrative amendment clarifying that certain provisions of Rule 401 – Visible Emissions and the provisions of Rule 404 – Particulate Matter - Concentration are applicable to equipment subject to Rule 1155. This action is to adopt the resolution: 1) Certifying the Notice of Exemption for Proposed Amended Rule 1155; and 2) Amending Rule 1155.

Vote: 11 Yes; 0 No; 0 Abstain; 2 Absent

Amend Rule 102 - Definition of Terms

The proposed amendment exempts trans 1-chloro-3,3,3-trifluoropropene from the VOC definition of the rule. The U.S. EPA has already exempted the compound from the federal VOC definition because of its negligible photochemical reactivity level. This action is to adopt the resolution:

- 1) Certifying the Notice of Exemption for Proposed Amended Rule 102; and
- 2) Amending Rule 102.

Vote: 10 Yes; 1 No; 0 Abstain; 2 Absent

PUBLIC HEARINGS TENTATIVELY SET FOR JUNE BOARD MEETING:

Amend Regulation III - Fees

Pursuant to Rule 320, fees are automatically adjusted by the change in the CPI, which this year is 1.6%, unless the Governing Board determines otherwise. In addition, staff is proposing amendments to Regulation III, including an additional fee adjustment of 3% in FY 2014-15 and an additional 3% in FY 2015-16 for Annual Operating Permit Renewal and Permit Processing Fees to better align program costs with revenues. Staff's proposal has been incorporated into the draft budget for FY 2014-15. Minor administrative clarifications are also included. This action is to adopt the resolution: 1) Certifying the Notice of Exemption for Proposed Amended Regulation III; and 2) Amending Regulation III.

Adopt Executive Officer's FY 2014-15 SCAQMD Budget and Work Program

The Executive Officer's Budget for FY 2014-15 represents the input over the past several months from Board members, staff, and the public. This year's process included meetings of the Budget Advisory Committee; a public hearing on April 4, 2014 to receive input on the SCAQMD's Goals and Priority Objectives; and two budget workshops, one for the public held on April 11, 2014 and one for the Board held on April 25, 2014. This submittal transmits the required appropriations and reserves necessary to adopt the proposed budget. The proposed budget incorporates the CPI adjustment pursuant to Rule 320 as well as an additional 3% increase to Annual Operating Permit Renewal and Permit Processing Fees to better align program costs with revenues.

Proposed Withdrawal of SIP Submittals for Select Rules and Regulations

The SCAQMD staff has previously submitted permits, plans, rules, and regulations, or amendments thereto, to U.S. EPA for State Implementation Plan (SIP) approval. Staff and U.S. EPA have developed a list of previously submitted rules and regulations that are not needed under the Clean Air Act and can be withdrawn for SIP approval. This action is to withdraw the agreed-upon list of previously submitted rules and regulations for SIP approval.

Amend Rule 2202 - On-Road Motor Vehicle Mitigation Options, Rule 2202 Implementation Guidelines, and Rule 311 Air Quality Investment Program Fees

The proposal is to amend Rule 2202 - On-Road Motor Vehicle Mitigation Options, the accompanying rule Implementation Guidelines, and Rule 311 Air Quality Investment Program (AQIP) Fees. Sections of Rule 2202 and the Implementation Guidelines will be amended to address the use of Emission Reduction Credits and clarify the use of other existing emission credits. AQIP is a program option for applicable worksites within Rule 2202. The proposed amendment is to reduce the per employee fee, to more accurately reflect the costs to obtain the required emission reductions.

2016 AQMP Reasonably Available Control Technology Demonstration

As a component of the 2016 AQMP, SCAQMD is required to submit a Reasonably Available Control Technology (RACT) Demonstration to U.S. EPA by July 20, 2014. The RACT analysis provides a comprehensive assessment of the adequacy and comparative levels of emissions controls achieved in practice throughout the nation. The current analysis demonstrates that SCAQMD current rules, with minor adjustments, meet U.S. EPA's criteria for RACT acceptability and inclusion in the SIP. This action is to approve the RACT Demonstration and direct staff to forward it to CARB for approval and submission to U.S. EPA for inclusion in the SIP.

2013 Annual Report on AB 2588 Air Toxics Hot Spots Program

As a component of the 2016 AQMP, SCAQMD is required to submit a Reasonably Available Control Technology (RACT) Demonstration to U.S. EPA by July 20, 2014. The RACT analysis provides a comprehensive assessment of the adequacy and comparative levels of emissions controls achieved in practice throughout the nation. The current analysis demonstrates that SCAQMD current rules, with minor adjustments, meet U.S. EPA's criteria for RACT acceptability and inclusion in the SIP. This action is to approve the RACT Demonstration and direct staff to forward it to CARB for approval and submission to U.S. EPA for inclusion in the SIP.

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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 April 17, 2014. The MSRC's next meeting is scheduled for Thursday, May 15, 2014, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved

The MSRC unanimously approved the minutes from its March 20, 2014 meeting.

Additional/Final Awards for FYs 2012-14 Local Government Match Program

As part of their FYs 2012-14 Work Program, the MSRC released a Program Announcement offering \$11 million for dollar-for-dollar co-funding on a first-come, first-served basis to implement its popular Local Government Match Program, which for FYs 2012-14 included the following funding categories: medium- and heavy-duty alternative fuel vehicles, alternative fuel infrastructure projects, electric vehicle charging infrastructure, bicycle projects and regional street sweeping in Coachella Valley. The \$11 million was subsequently augmented with an additional \$1,076,000 to fully fund first-day applications yet ensure sufficient funds would be available for the \$1.375 million per county geographic minimums. To date the MSRC has funded 32 eligible projects in the amount of \$11,408,978. Before the Program Announcement closed on February 28, 2014, however, several additional applications had been received. On April 17, 2014, the MSRC considered its Technical Advisory Committee recommendations on these remaining applications including a backup list of eligible projects which exceeded the original funding allocation. The MSRC unanimously approved funding 12 additional applications, awarding a total of \$1,566,409, using \$667,022 of the funds previously allocated plus an additional \$899,387 to fully fund the remaining applications including the backup list. The SCAQMD Board will consider these awards at its May 2, 2014 meeting.

Received and Approved Final Report

The MSRC received and unanimously approved one final report summary for City of Glendora Contract #MS10021, which provided \$9,489 towards the purchase of one bus equipped with an advanced natural gas engine. The two-page summary of this completed project can be viewed in the electronic library on the MSRC's website at www.CleanTransportationFunding.org.

Contract Modifications

The MSRC considered two contract modifications and took the following unanimous actions:

1. For City of Riverside Contract #ML08040, which currently provides \$505,500 towards the purchase of 16 CNG vehicles, a CNG station expansion and maintenance facility modifications, approval to eliminate maintenance facility modifications (\$50,000 would revert back to the Discretionary Fund) because the City chose to build a new vehicle maintenance facility, substitute four miscellaneous CNG trucks for four heavy-duty CNG dump trucks, and extend the contract term an additional 30 months to ensure five years of reporting on the vehicles; and
2. For City of Baldwin Park Contract #ML12050, which currently provides \$463,650 for installation of 24 electric charging stations at the Baldwin Park Metrolink Transit Center, approval to reduce the number from 24 to 10 electric charging stations and reduce the contract accordingly (\$61,250 would revert back to the Discretionary Fund)..

Procure Promotional Outreach Materials

As part of its outreach, the MSRC participates at various conferences, such as the upcoming ACT Expo in Long Beach on May 5-8, 2014, at which the MSRC will staff an exhibit booth. Since promotional giveaways enhance the popularity of a participant's display and increase name recognition, MSRC staff proposed to expend up to \$1,500 from the MSRC's Administrative Budget on promotional giveaways, such as a tire pressure gauge and measuring tape with level, which would be embedded with the MSRC's logo. At their April 17, 2014 meeting, the MSRC unanimously approved this expenditure, authorizing MSRC staff to choose which promotional items would be purchased along with the appropriate quantities.

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	F. Navarro L. McCallon D. Robertson P. Eaton E. Graham B. Jahn R. McEachron G. Ovitt	L. McCallon B. Jahn	D. Robertson E. Graham	F. Navarro 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 Eric Schmidt	Vacant B. Stanton

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Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †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
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

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).

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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) - 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>
<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 Larry McCallon, Highland Richard Riddell, Yucaipa</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 Mike Leonard, Hesperia Larry McCallon, Highland Pat Morris, San Bernardino</p>
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p>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 Alan Wapner, Ontario Dennis Yates, Chino</p>

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Express Lanes Ad Hoc Committee In November 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>The purpose is to consider uses for anticipated toll revenue in excess of that needed to cover bond debt over the long-term.</p>	<p>Alan Wapner, Ontario – Chair Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Larry McCallon, Highland Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor 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>
<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>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>

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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>

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

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

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

San Bernardino Associated Governments



MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

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