

AGENDA

Mountain-Desert Policy Committee

August 15, 2014

10:00 a.m.

Location

City of Big Bear Lake

39707 Big Bear Boulevard, Big Bear Lake, CA 92315

Mountain/Desert Policy Committee Membership

Chair

*Ryan McEachron, Mayor Pro Tem
City of Victorville*

*Bill Jahn, Council Member
City of Big Bear Lake*

*George Huntington, Mayor Pro Tem
Town of Yucca Valley*

Vice Chair

*Cari Thomas, Mayor
City of Adelanto*

*Mike Leonard, Council Member
City of Hesperia*

*Robert Lovingood
Board of Supervisors*

*Curt Emick, Council Member
Town of Apple Valley*

*Ed Paget, Mayor
City of Needles*

*James Ramos
Board of Supervisors*

*Julie McIntyre, Mayor
City of Barstow*

*Jim Harris, Council Member
City of Twentynine Palms*

*Janice Rutherford
Board of Supervisors*

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

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

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

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

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

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

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

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

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

AGENDA

Mountain-Desert Policy Committee

**August 15, 2014
10:00 a.m.**

**Location
City of Big Bear Lake
39707 Big Bear Boulevard, Big Bear Lake, CA 92315**

CALL TO ORDER

(Meeting Chaired by: Ryan McEachron)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications - Melonie Donson

Possible Conflict of Interest Issues for the Mountain/Desert Policy Committee Meeting of August 15, 2014.

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

1. Information Relative to Possible Conflict of Interest

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest for the Mountain/Desert Policy Committee.

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. 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.

Project Delivery

- 2. Construction Contract Change Orders to on-going SANBAG Construction Contracts in the Mountain/Desert region with Skanska Civil, USA, Riverside Construction Inc. and Security Paving Company, Inc.** Pg. 11

Receive and file change orders. **Garry Cohoe**

This item is not scheduled for review by any other policy committee or technical advisory committee.

DISCUSSION ITEMS

Project Delivery

- 3. I-15 Ranchero Road Interchange August Update** Pg. 18

That the Mountain/Desert Policy Committee receive an update on the I-15 Ranchero Interchange Project. **Garry Cohoe**

This item is not scheduled for review by any other policy committee or technical advisory committee.

Transportation Fund Administration

- 4. State Route 138 Widening Project West of Interstate 15** Pg. 19

That the Mountain/Desert Policy Committee receive information regarding the widening projects on State Route 138 from Interstate 15 to Phelan Road in Wrightwood. **Andrea Zureick**

This item is not scheduled for review by any other policy committee or technical advisory committee.

5. State Route 138 Allocation and Cooperative Agreement

Pg. 20

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

1. Allocate \$3.4 million federal Surface Transportation Program funds to Caltrans for Phase 2 of the State Route 138 Widening Project from Interstate 15 to Phelan Road in Wrightwood.
2. Approve Cooperative Agreement C14183 with the California Department of Transportation for Phase 2 of the State Route 138 Widening Project committing 27%, currently \$3.4 million, toward the total project cost. **Andrea Zureick**

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

6. Allocation of Major Local Highway Program Funds to City of Twentynine Palms

Pg. 28

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

1. Allocate \$200,000 in Morongo Basin Major Local Highway Program funds to the City of Twentynine Palms for the State Route 62 at Encelia Drive Traffic Signal Project.
2. Approve Funding Agreement C14175 (Attachment 1) in the amount of \$200,000 with the City of Twentynine Palms for the State Route 62 and Encelia Drive Traffic Signal Project.
3. Allocate \$250,000 in Morongo Basin Major Local Highway Program funds to the City of Twentynine Palms for the State Route 62 at Lear Avenue Traffic Signal Project.
4. Approve Funding Agreement C14176 (Attachment 2) in the amount of \$250,000 with the City of Twentynine Palms for the State Route 62 and Lear Drive Traffic Signal Project.
5. Approve a budget amendment to increase Task No. 0516, Measure I Mountain/Desert Apportionment and Allocations, with \$450,000 of 4530 Morongo Basin Fund - Major Local Highway. **Ellen Pollema**

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

.

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance Register

Pg. 50

Acronym List

Pg. 51

**The next Mountain/Desert Policy Committee Meeting will be
September 19, 2014**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for item 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. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014*

- 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: August 15, 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 for the Mountain/Desert Policy Committee.

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
3-B	C12010	Riverside Construction, Inc. <i>Donald M. Pim</i>	Alcorn Fence Company Anderson Drilling Avar Construction Cal-Stripe, Inc. Coral Construction Diversified Landscape, Inc. Foundation Pile Hardy & Harper Integrity Rebar Placers L. Johnson Construction Lincoln Park Surina Construction
3-C	C13001	Security Paving Company, Inc. <i>Joseph Ferndino</i>	Cal-Stripe, Inc. Pacific Restoration Group Statewide Traffic Safety and Signs Flatiron Electric Group, Inc. Tahlequah Steel, Inc.

Entity: CMA, COG, CTA, CTC, SAFE

Mountain-Desert Committee Agenda Item
 August 15, 2014
 Page 2

			DYWIDAG Systems International Crown Fence Company Tipco Engineering, Inc.
3-A	C13149	Skanska Civil, USA <i>Jeffrey Langvin</i>	Ace Fence Company Austin Enterprises BC Traffic Specialist Diversified Landscape Company DYWIDAG System International Ferreira Construction Company, Inc. Stroer & Graf Hard Hat Sweeping Statewide Traffic Safety & Signs Tahelquah Steel, Inc. Techno Coatings Under Ground Manholes

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Minute Action

AGENDA ITEM: 2

Date: August 15, 2014

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts in the Mountain/Desert region with Skanska Civil, USA, Riverside Construction Inc. and Security Paving Company, Inc.

Recommendation:

Receive and file change orders.

Background:

Of SANBAG's three on-going Construction Contracts in the Mountain Desert region, all have had Construction Change Orders (CCO's) approved since the last reporting to the Mountain Desert Policy Committee. The CCO's are listed below.

A. Contract Number (CN) C13149 with Skanska Civil, USA for construction of the Lenwood Road Grade Separation project: CCO No. 9 (\$6,600.00 increase for relocation of 1" private natural gas line outside of project right of way along Lenwood Road) and CCO No. 11 and Supplement 1 (\$57,000.00 and \$17,000.00 decrease, respectively, for a reduction of the number of driven piles and length and position due to higher capacity achieved during pile driving operation as directed by the Designer).

B. CN C12010 with Riverside Construction Inc. for construction of the I-15 La Mesa/Nisqualli Interchange project: CCO No. 47 Supplement 3 (\$34,978.00 increase in funds for bid item increase for work performed under CCO No. 47), CCO No. 76 Supplement 1 (\$14,144.94 decrease in funds due to actual cost of change order work being less than estimated), CCO No. 77 Supplement 1 (\$12,184.41 increase in funds for additional Americans with Disability Act (ADA) work as determined by Caltrans and for Time Related Overhead), CCO No. 78 Supplement 1 (\$22,732.52 increase for Time Related Overhead due to extended project completion to address changes requested by Caltrans to satisfy ADA requirements.), CCO No. 79 (\$96,585.18 increase to compensate Contractor to resolve all outstanding exceptions to the Propose Final Estimate associated with the final completion of the project) and CCO No. 80 (\$12,283.00 increase for payment of various extra work billings previously denied due to lack of documentation).

C. CN C13001 with Security Paving Company for construction of the I-15 Ranchero Road Interchange project: CCO No. 70 (\$75,000.00 increase for electrical modifications required in response to numerous Requests for Information submitted by the Engineer to the Designer to address inconsistencies in the electrical plans and to coordinate with the final SCE design), CCO No. 73 (\$65,000.00 increase for repairs to northbound I-15 pavement damaged by diesel fuel

Entity: CTA, CTC

Mountain-Desert Committee Agenda Item

August 15, 2014

Page 2

spilled during vehicle accident) and CCO No. 78 (\$1,519.86 increase for removal of an additional Joshua Tree found in an area of planned improvements and not shown on the “Approved Protected Plant Report”).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No. 0881, 0888 and 0890.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Lenwood Road Grade Separation - Executed Change Orders		
Number	Description	Amount
1	Partnering	\$ 12,000.00
2	Establish DRB	\$ 15,000.00
3	Staging Revisions	\$ 0.00
4	HMA Substitution	\$ 0.00
5	Additional Traffic Control	\$ 10,000.00
6	Change in Sewer Pipe Size	\$ 14,962.60
7	Bridge Architectural and Wall Aesthetic Treatments	\$(3,657.76)
8	Haz. Waste Removal	\$ 6,000.00
9	Private Gas Service and Meter Relocation	\$ 6,600.00
11	Abutment 1 Pile Layout and Tip Revisions	\$(57,000.00)
11 S-1	Abutment 2 Pile Layout and Tip Revisions	\$(17,000.00)
CCO TOTAL		\$ (13,095.16)
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,830,859.40

I-15 Ranchero Road Interchange – Executed Change Orders		
Number	Description	Amount
1	Traffic Control	\$30,000.00
1 S-1	Traffic Control	\$200,000.00
2	Partnering	\$20,600.00
3	Dust Palliative	\$5,000.00
4	Apprentice Program	\$8,000.00
5	Dispute Resolution	\$15,000.00
6	Relocate Additional Joshua Trees	\$42,500.00
7	Temporary Silt Fence, Item 8	\$16,352.00
8	Shared Water Pollution Control Maintenance	\$8,000.00
8 S-1	Shared Water Pollution Control Maintenance	\$10,000.00
9	Relocate Right of Way Fence	\$63,520.00
10	Additional Drainage Work	\$6,942.86
11	VOID – County Water Line	\$0.00
13	Maintain Existing Electrical System	\$8,500.00
14	Electrical Service Fees	\$5,000.00

Bolded Construction Change Orders approved since the last reporting to the Mountain Desert Policy Committee. Amounts shown in parentheses represent a credit to the Agency

15	Removal 96" Pipe End Sections	\$1,500.00
16	Credit for Agency Survey of ADL Burial	(\$6,602.00)
16 S-1	Credit for Agency Survey of ADL Burial	(\$690.50)
17	Temporary Relocation of Verizon Line @ Rancho Road	\$6,000.00
17 S-1	Temporary Relocation of Verizon Line @ Rancho Road	\$3,065.04
18	Revised Access Road to 96" Pipe	\$47,833.50
19	VOID – Relocate Temp Concrete Barrier	\$0.00
20	Contractor's Proposed Detour Rancho Road	\$69,700.00
21	Signal Pole Change at Rancho Road/Caliente Road	\$19,144.03
22	Drainage Changes on Sheet SD-9	(\$5,334.78)
23	Remove & Reconstruct MBGR S/B I-15	\$4,183.00
24	CLOSED – Additional Compensation for Sawcutting	\$0.00
25	Changing Grades N/B & S/B I-15	\$0.00
26	Change in Structural Section – Mariposa Road	\$139,277.10
27	Change Street Lights from HPS to LCD	\$18,851.08
28	Roadway Excavation – Item 159	\$363,000.00
29	VOID – Pothole Utilities	\$0.00
30	City Traffic Signal Cabinets – Type R	\$38,526.84
31	Closure of Caliente Road	\$5,000.00
32	Drainage System #16	\$8,586.30
32 S-1	Drainage System #16	\$11,321.40
33	Fence & Core U-Channel	\$25,735.52
34	Rotating Signal Pole Modification	\$2,167.53
35	VOID-Temp Realignment of Mariposa Road/Rancho Road	\$0.00
36	VOID-Pull Box Lids	\$0.00
37	Revise Girder Curve Data	\$0.00
38	Cooper Ground Wire for SCE	\$5,471.25
39	Gravel Ditch Revision to Line R-6	\$2,013.00
40	JPCP End Anchors, Remove LCB	\$40,527.51
41	Conflicting Signal Pole @ Caliente Road/Rancho Road	(\$2,270.41)
42	Closure of North Mariposa Road	\$43,000.00
43	Utility Access West of Caliente Road/Rancho Road	\$4,878.00
44	Additional Drainage Improvements Mariposa Road	\$44,397.48
45	Abandon Vaults	\$2,000.00
46	Additional Hydroseeding in City Right of Way	\$95,200.00
47	Grade Ditch Caliente Road	\$3,000.00
48	Increase Item 4" Stripe, Delineators	\$17,667.27
49	VOID – Revise Lane Closure Charts	\$0.00

Bolded Construction Change Orders approved since the last reporting to the Mountain Desert Policy Committee. Amounts shown in parentheses represent a credit to the Agency

51	Extend HDPE S/W Corner Caliente Road/Ranchero Road	\$1,320.00
52	Additional Sign and Markers (City)	\$2,436.00
53	PCCP Dike on JPCP	\$35,000.00
54	VOID – Detour for Falsework	\$0.00
55	Drainage S/W Mariposa Road	\$10,362.20
56	VOID – Additional Grade to Drain N/B I15	\$0.00
57	In Ground Concrete Washout	\$0.00
58	Eliminate Redwood Header	(\$5,039.00)
59	Regrade MVP's	\$15,000.00
60	VOID – Relocate SCE Vent Pipe	\$0.00
61	Revise Drainage N/B On & Off Ramps	\$45,324.75
62	Additional Permanent Erosion Control State Right of Way	\$35,000.00
64	Revise Detour for Falsework	\$0.00
66	VOID – Repair AC Dike and Eroded Slope	\$0.00
67	Sidewalk Joint Armor	0.00
69	Repair Damaged Slopes	\$20,000.00
70	Electrical Modifications	\$75,000.00
73	Repair Damaged Pavement I-15	65,000.00
78	Removal of Additional Joshua Tree	\$1,519.86
TOTAL		\$1,747,486.83
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$3,172,925.63

I-15 La Mesa/Nisqualli Interchange – Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic, Flagging	\$37,500.00
1 S-1	Maintain Traffic - Supplemental 1	\$50,000.00
1 S-2	Maintain Traffic - Supplemental 2	\$25,000.00
1 S-3	Maintain Traffic - Supplemental 3	\$2,576.94
2	Dispute Resolution Board	\$20,000.00
2 S-1	Dispute Resolution Board	(\$12,409.38)
3	Partnering	\$17,000.00
3 S-1	Partnering	(\$5,131.29)
4	RW 6-7 Revisions - delete RW 6-7	(\$37,651.70)
4 S-1	RW 6-7 Revisions - delete RW 6-7	\$28,000.00
5	HMA Incentive	\$90,000.00
5 S-1	HMA Incentive	\$47,494.12
6	Temporary Fence at F.A.O.G	\$14,488.00
7	Hot Mix Asphalt - Metric Only	\$0.00
8	Deletion of QCQA Requirement for Mariposa Detour Paving	(\$3,000.00)
9	Oil Index Price Fluctuation	\$0.00
9 S-1	Oil Index Price Fluctuation	\$13,707.84
10	City Signal Controller Specification Revision	\$124,895.00
10 S-1	City Signal Controller Specification Revision, Electrical Design Revisions	\$73,448.83
11	Grading for Mariposa Detour	\$14,069.00

Bolded Construction Change Orders approved since the last reporting to the Mountain Desert Policy Committee. Amounts shown in parentheses represent a credit to the Agency

11 S-1	Removal of Mariposa Detour	\$39,428.50
12	RCP Specification Revision	(\$14,195.00)
13	F.A.O.G. Trees	\$0.00
14	Temporary Lighting at F.A.O.G	\$9,000.00
15	New Structural Section for Mariposa Detour	(\$89,146.00)
16	Verizon Impact at DS #49	\$6,471.39
17	Delete Removal of Commercial Billboard	(\$500.00)
18	Additional Pile at Abutment #3	\$12,598.23
19	Sewer and Storm Drain Laterals	\$31,825.00
20	Mariposa Profile Change and FAOG Access	\$260,990.68
21	Additional SWPPP BMP's	\$50,000.00
21 S-1	Additional SWPPP BMP's	\$50,000.00
21 S-2	Additional SWPPP BMP's	(\$17,523.58)
22	SWPPP Plastic Drain Inserts	\$2,490.00
23	Oro Grande Wash Acceleration	\$25,000.00
23 S-1	Oro Grande Wash Acceleration	(\$18,857.93)
24	Oro Grande Wash Channel Lining	\$85,000.00
25	Slurry Backfill Verizon Duct Bank	\$6,000.00
26	Fence Type Change at VV Elementary	\$2,000.00
27	Corrosive Concrete	\$5,250.00
28	Specification Revisions	\$0.00
29	Install Grate Inlets	(\$10,665.00)
29 S-1	Install Grate Inlets	\$24,888.00
30	Specification Revisions	\$0.00
32	Modification to DS # 44	\$46,756.10
33	Revised Standard Specification, Section 51-1.13 "Bonding"	\$0.00
34	Add Curb & Gutter Mariposa	\$63,155.00
34 S-1	Add Curb & Gutter Mariposa	\$87,990.05
34 S-2	Add Curb & Gutter Mariposa	\$0.00
35	No Cost Change (Road Closure)	\$0.00
36	Add Curb & Gutter Amargosa	\$83,728.33
36 S-1	Add Curb & Gutter Amargosa	\$30,069.18
37	Remove Graffiti	\$25,000.00
37 S-1	Remove Graffiti	\$6,772.25
38	Add OL-7 Drop Inlet	\$6,391.50
38 S-1	Add OL-7 Drop Inlet	\$6,400.00
38 S-2	Add OL-7 Drop Inlet	(\$9.90)
39	Grading Chucky Cheese Lot	\$54,000.00
39 S-1	Grading Chucky Cheese Lot	\$32,250.00
40	Additional Fencing at El-Rio	\$0.00
41	Caltrans Requested Changes at Bridge	\$41,950.00
42	Stor America	\$62,060.00
43	Hydro Sprout Temp Spray (Temporary Hydraulic Mulch)	\$0.00
44	LED Street Light Changes	\$58,340.00
44 S-1	LED Street Light Changes	\$0.00
45	Verizon Duct Bank Concrete Casing	\$20,910.11
46	Water & Sewer (Surina)	\$78,206.17
46 S-1	Water & Sewer (Surina)	\$31,000.00
47	Quantity Overage Adjustment	\$93,020.70
47 S-1	Quantity Overage Adjustment	(\$7,845.00)
47 S-2	Quantity Overage Adjustment	\$56,955.90
47 S-3	Quantity Overage Adjustment	\$34,978.00
48	Fiber Roll	\$76,800.00

Attachment: MDC1408a1-tjk (1190 : Receive and File Change Orders)

Bolded Construction Change Orders approved since the last reporting to the Mountain Desert Policy Committee. Amounts shown in parentheses represent a credit to the Agency

49	Drive Approaches on Mariposa	\$33,496.00
49 S-1	Drive Approaches on Mariposa	\$5,360.00
50	Change Material Behind RW 6-5	\$7,845.00
52	Curb Ramp Removal / Install Sidewalk Curb Gutter	\$16,337.00
53	Thrie Beam	\$15,335.00
53 S-1	Thrie Beam	\$12,743.00
54	Grind and Overlay Inside Shoulders	\$120,000.00
55	Delete Aluminum Edging / Add Type II Rock	\$59,864.70
56	DS #54 Revisions	\$21,000.00
57	RSP @ DS #13	\$22,020.00
58	Retaining Wall 6-6	\$50,220.00
58 S-1	Retaining Wall 6-6	\$64,780.00
58 S-2	Retaining Wall 6-6	\$457.12
59	SCE Issues	\$0.00
60	Olivera Driveways	\$25,947.00
61	Additional Asphalt Removal at Elementary School	\$77,988.00
62	Time Extension	\$0.00
62 S-1	Time Extension	\$0.00
63	Add Class II Aggregate Base for Basin Access Roads (does not include OGW)	\$0.00
64	Abandon Verizon Vaults (RFI 107)	\$5,000.00
65	MBGR around OH Signs	\$45,470.00
65 S-1	MBGR around OH Signs	(\$9,068.83)
66	Church Driveway, additional AC removal, added inlet	\$23,220.00
67	Abandon Drain Inlet (RFI 115)	\$5,000.00
67 S-1	Abandon Drain Inlet (RFI 115)	(\$2,636.77)
68	Type 30 Poles (NS)	\$20,000.00
68 S-1	Type 30 Poles (NS)	\$6,262.43
69	Additional AC Removal on AM Line	\$6,979.49
70	Rock Blanket	(\$70,506.80)
71	Open La Mesa Nisqualli E-W Direction	\$91,447.22
72	Pedestrian Push Button Relo (RFI #117)	\$5,000.00
72 S-1	Pedestrian Push Button Relo (RFI #117)	(\$2,904.50)
73	Type 60c Rail (RFI #120)	\$71,762.65
74	Sign Revisions	\$15,000.00
74 S-1	Sign Revisions	(\$9,465.24)
75	Repair Guardrail	\$8,219.78
76	Overside Drain at MVP	\$37,000.00
76 S-1	Overside Drain at MVP	(\$14,144.94)
77	ADA Ramp Modifications	\$6,000.00
77 S-1	ADA Ramp Modifications	\$12,184.41
78	ADA Sidewalk Plate Grind and Galv	\$10,000.00
78 S-1	ADA Sidewalk Plate Grind and Galv	\$22,732.52
79	Final Resolution	\$96,585.18
80	Increase in Final Settlement	\$12,283.00
TOTAL		\$2,873,732.46
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$3,800,584.00

Attachment: MDC1408a1-tjk (1190 : Receive and File Change Orders)

Bolded Construction Change Orders approved since the last reporting to the Mountain Desert Policy Committee. Amounts shown in parentheses represent a credit to the Agency



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410
 Phone: (909) 884-8276 Fax: (909) 885-4407
 Web: www.sanbag.ca.gov



-
- 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: August 15, 2014

Subject:

I-15 Rancho Road Interchange August Update

Recommendation:

That the Mountain/Desert Policy Committee receive an update on the I-15 Rancho Interchange Project.

Background:

The I-15 Rancho Interchange project had a major setback on May 5, 2014 when the falsework was destroyed by a fire. A plan to complete the project has been developed. An update on the progress of the project will be shared during the Mountain/Desert Policy Committee meeting.

The contractor plans to be back at the point in construction sequence where the fire happened by late August and pour concrete for the stem and soffit in early September. Based on this accelerated schedule the contractor expects to complete all work by the end of the December 2014.

Financial Impact:

This item has no financial impact on the Fiscal Year 2013/2014 budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Entity: CTC



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410
 Phone: (909) 884-8276 Fax: (909) 885-4407
 Web: www.sanbag.ca.gov



-
- 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: August 15, 2014

Subject:

State Route 138 Widening Project West of Interstate 15

Recommendation:

That the Mountain/Desert Policy Committee receive information regarding the widening projects on State Route 138 from Interstate 15 to Phelan Road in Wrightwood.

Background:

San Bernardino Associated Governments (SANBAG) has partnered with the California Department of Transportation (Caltrans) to fund the 15-mile widening of State Route 138 from Interstate 15 to Phelan Road in Wrightwood. This project will widen SR 138 from two to four lanes and construct a 4-foot wide median buffer. Phase 1 of the project was advertised for construction in June 2014, and design for Phase 2 is anticipated to begin in early 2015. Caltrans staff will be making a presentation on the project.

Financial Impact:

This item has no impact on the Fiscal Year 2014/2015 budget.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Entity: CTC

Minute Action

AGENDA ITEM: 5

Date: August 15, 2014

Subject:

State Route 138 Allocation and Cooperative Agreement

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Commission:

1. Allocate \$3.4 million federal Surface Transportation Program funds to Caltrans for Phase 2 of the State Route 138 Widening Project from Interstate 15 to Phelan Road in Wrightwood.
2. Approve Cooperative Agreement C14183 with the California Department of Transportation for Phase 2 of the State Route 138 Widening Project committing 27%, currently \$3.4 million, toward the total project cost.

Background:

Beginning with the 2002 State Transportation Improvement Program (STIP), San Bernardino Associated Governments (SANBAG) has partnered with the California Department of Transportation (Caltrans) to fund the 15-mile widening of the SR 138 from Interstate 15 to Phelan Road in Wrightwood. This project will widen SR 138 from two to four lanes and construct a 4-foot wide median buffer. In addition to experiencing a cost increase, the project has been split into two phases by Caltrans because delays in executing a construction and maintenance agreement with BNSF for two railroad bridges would have caused them to miss a deadline for obtaining the majority of the funding currently available for the project. The California Transportation Commission (CTC) allocated this \$59 million for the first phase of construction in March 2014. SANBAG contributed \$16 million of the \$59 million.

Caltrans has requested that SANBAG continue to participate in funding for completion of phase 2 of this project at the 27% share currently programmed for construction on phase 1. The current estimate for completion of this phase is \$12.6 million as shown in Table 1.

Table 1: SR-138 Railroad Bridge Widening Proposed Funding Plan (\$1,000s)

Funding Partner	Design	Right-of-Way	Construction	Total
SANBAG	\$500		\$2,900	\$3,400
Caltrans		\$100	\$9,100	\$9,200
Total	\$500	\$100	\$12,000	\$12,600

Entity: CTC

Mountain-Desert Committee Agenda Item
 August 15, 2014
 Page 2

The current schedule for this project is as follows:

Start PS&E	March 2015
100% PS&E	March 2016
R/W Certification	June 2016
Ready to Advertise	July 2016
CTC Allocation/Advertise	August/September 2016

The fund sources that would be available to meet Caltrans' current request and project schedule are Victor Valley Major Local Highway Program funds and Federal Surface Transportation Program (STP) funds. Staff recommends that \$3.4 million of Federal STP funds be allocated to this project because federal funds result in a lower indirect cost rate for Caltrans work and thus a lower project cost. Caltrans has requested that SANBAG funds be used to fund design at 100% to allow them to proceed before State funds will be available. The final construction allocation will be based on 27% of the final cost estimate but is currently capped at \$2.9 million.

Financial Impact:

This item is consistent with the Fiscal Year 2014/2015 budget. Funds for this project will not flow through the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Andrea Zureick, Director of Fund Administration



CONTRACT SUMMARY SHEET

Contract No. C 14183 Amendment No. _____

By and Between

San Bernardino County Transportation Commission _____ and _____
California Department of Transportation

Contract Description Cooperative Agreement for SR 138 Widening Phase 2

Board of Director's Meeting Date: 9/3/2014
Overview of BOD Action: Allocate \$3.4M of STP funds and approve C14183
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No

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

Contract Start Date 9/4/14	Current Contract Expiration Date 6/30/19 (estimated)	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>0516</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input checked="" 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>				
\$3.4M of federal STP – funds will not flow through SANBAG budget; therefore contract value is \$0				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

COOPERATIVE AGREEMENT

Local Contribution Only

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino Associated Governments, acting as the San Bernardino County Transportation Commission, a public entity, referred to hereinafter as SANBAG.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. CALTRANS is widening the structures at Pine Lodge West and Pine Lodge East overheads and constructing retaining walls RW752 and RW756 on State Route 138 in the Cajon Pass east of Interstate 15, referred to herein as PROJECT.
3. SANBAG will contribute a fixed amount of \$500,000 to the PROJECT Plans, Specifications, and Estimate (PS&E) phase and an estimated \$2,900,000 to the Construction Capital phase for a total amount of \$3,400,000, which represents 27% of the current cost estimate. The construction phase contribution will be adjusted as necessary through future amendment to reflect a 27% contribution to the total Project cost. Contributed funds will be used for the PROJECT.
4. PARTNERS hereby set forth the terms, covenants, and conditions for SANBAG's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

5. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
6. SANBAG is a FUNDING PARTNER contributing a fixed amount toward the PROJECT as defined in the FUNDING SUMMARY.
7. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

8. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
9. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
10. This agreement is intended to be PARTNERS' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

11. SANBAG will contribute the funds listed below:

FUNDING SUMMARY			
Fund Source	Fund Type	Project Component	Amount
FEDERAL	RSTP	PS&E	\$500,000*
FEDERAL	RSTP	Construction Capital	\$2,900,000*
Total Funds			\$3,400,000

*Toll credits will apply to meet matching requirements.

12. No invoicing will occur for this PROJECT.
13. CALTRANS will draw from any state and/or federal fund sources shown in the FUNDING SUMMARY table for this PROJECT.
14. This Agreement will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

FUNDING PARTNER – A partner who commits a defined dollar amount to the PROJECT.

FUNDING SUMMARY – The tabular listing of a FUNDING PARTNER’S commitments including the dollar amount, fund source, fund type, and, if applicable, the PROJECT COMPONENT in which funds are to be spent. Funds listed in the FUNDING SUMMARY are “not-to-exceed” amounts.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

SPONSOR – The PARTNER that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of PROJECT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Manuel Farias, Supervision Transportation Engineer, Ct

464 West 4th Street, 6th Floor, MS 1229

San Bernardino, CA 92401-1400

Office Phone: (909) 388-7189

Email: manuel.Farias@dot.ca.gov

The primary Agreement contact person for SANBAG is:

Andrea Zureick, Director of Fund Administration & Programming

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410-1715

Office Phone: (909) 884-8276

Email: azureick@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Basem E. Muallem, P.E.
District Director

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
District Budget Manager

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

By: _____
L. Dennis Michael
Commission Chair

By: _____
Jeffery Hill
Contract Administrator

ATTEST:

By: _____
Vicki Watson
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

Attachment: C14183 [Revision 1] (1154 : State Route 138 Allocation and Cooperative Agreement)

Minute Action

AGENDA ITEM: 6

Date: August 15, 2014

Subject:

Allocation of Major Local Highway Program Funds to City of Twentynine Palms

Recommendation:

That the Mountain/Desert Policy Committee recommend the Board, acting as the San Bernardino County Transportation Authority:

1. Allocate \$200,000 in Morongo Basin Major Local Highway Program funds to the City of Twentynine Palms for the State Route 62 at Encelia Drive Traffic Signal Project.
2. Approve Funding Agreement C14175 (Attachment 1) in the amount of \$200,000 with the City of Twentynine Palms for the State Route 62 and Encelia Drive Traffic Signal Project.
3. Allocate \$250,000 in Morongo Basin Major Local Highway Program funds to the City of Twentynine Palms for the State Route 62 at Lear Avenue Traffic Signal Project.
4. Approve Funding Agreement C14176 (Attachment 2) in the amount of \$250,000 with the City of Twentynine Palms for the State Route 62 and Lear Drive Traffic Signal Project.
5. Approve a budget amendment to increase Task No. 0516, Measure I Mountain/Desert Apportionment and Allocations, with \$450,000 of 4530 Morongo Basin Fund - Major Local Highway.

Background:

Major Local Highway Program (MLHP) Funding: The two projects described below were nominated by the City of Twentynine Palms and approved by the subarea representatives via email on May 15, 2014. The funding agreements cover all phases of the projects.

Encelia Avenue Traffic Signal: The project will construct a new traffic signal at the intersection of State Route 62 and Encelia Avenue in the City of Twentynine Palms. The warrant study for this location was prepared by Caltrans with funding for the project 50% Caltrans' State Highway Operation and Protection Program (SHOPP) funds and 50% City funds. The City has requested that MLHP funds be used for their portion of the project.

On March 11, 2014, the City Council approved a cooperative agreement with Caltrans that authorized the City to be the lead agency. The cost estimate for the traffic signal is estimated to be \$400,000, which includes all phases of the project. The City has retained Dokken Engineering to perform the environmental document and preliminary and final design.

Entity: CTA

Mountain-Desert Committee Agenda Item
August 15, 2014
Page 2

Construction is anticipated to commence by the end of 2014.

Lear Avenue Traffic Signal: The project will construct a new traffic signal at the intersection of State Route 62 and Lear Avenue in the City of Twentynine Palms. The warrant study for this location was prepared by Caltrans with funding for the project 50% Caltrans' SHOPP funds and 50% City funds. The City has requested that MLHP funds be used for their portion of the project.

On March 11, 2014, the City Council approved the cooperative agreement with Caltrans that authorized the City to be the lead agency. The cost estimate for the traffic signal is estimated to be \$500,000, which includes all phases of the project. The City will solicit, through their Request for Proposal process, a consultant to perform environmental review, preliminary and final design, right of way acquisition, and to obtain the necessary Caltrans permits. The City expects to be ready to construct in fiscal year 2014/2015.

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget. A budget amendment is required to increase Task No. 0516 by \$450,000 from Fund 4530 Morongo Basin Fund - Major Local Highway.

Reviewed By:

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

Responsible Staff:

Ellen Pollema, Transportation Planning Analyst



CONTRACT SUMMARY SHEET

Contract No. C 14175 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Twentynine Palms

Contract Description The Encelia Avenue Traffic Signal Project
in the City of Twentynine Palms

Board of Director's Meeting Date: 9/3/14

Overview of BOD Action: Approve allocation and funding agreement

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

CONTRACT OVERVIEW

Original Contract Amount	\$	200,000.00	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	200,000.00	TOTAL CONTINGENCY VALUE	\$	0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 200,000.00

Contract Start Date

09/03/14

Current Contract Expiration Date

06/30/17

Revised Contract Expiration Date

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0516.

A Budget Amendment is required.

How are we funding current FY? Measure I Morongo Basin Subarea MLHP

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Measure I Morongo Basin Subarea MLHP

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name)

Signature

Date

Task Manager (Print Name)

Signature

Date

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

Signature

Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

PROJECT FUNDING AGREEMENT NO. C14175

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF TWENTYNINE PALMS

FOR

THE ENCELIA AVENUE TRAFFIC SIGNAL PROJECT
IN THE CITY OF TWENTYNINE PALMS

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

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Program (“MLHP”);
- B. The Encelia Avenue Traffic Signal Project in the City of Twentynine Palms (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;
- C. AUTHORITY has determined that the PROJECT is eligible to receive the Morongo Basin Subarea MLHP funds;
- D. On September 3, 2014, AUTHORITY’s Board of Directors approved allocation of \$200,000 in Morongo Basin Subarea MLHP funds for the PROJECT;
- E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;
- F. Parties desire to proceed with the PROJECT in a timely manner;
- G. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

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

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

SECTION I

AUTHORITY AGREES:

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

SECTION II

CITY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$200,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.

3. To abide by all AUTHORITY, CITY, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
4. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.

10. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
11. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;
3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to

AUTHORITY’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

- 6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY , its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY’s indemnification obligation applies to CITY’s “active” as well as “passive” negligence but does not apply to CITY’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.
- 7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or June 30, 2017, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.
- 8. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
- 9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- 10. Attachment A, The Encelia Avenue Traffic Signal Project, (Description of Project and Milestones), and Attachment B, The Encelia Avenue Traffic Signal Project (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
- 11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

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

Attachment: C14175 [Revision 3] (1136 : Allocation of Major Local Highway Program Funds to City of Twentynine Palms)

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF TWENTYNINE PALMS

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

By: _____
Dan Mintz
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
A. Patrick Munoz
CITY Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

Attachment: C14175 [Revision 3] (1136 : Allocation of Major Local Highway Program Funds to City of Twentynine Palms)

Attachment A

ENCELIA AVENUE TRAFFIC SIGNAL PROJECT

Description of Project and Milestones

Project Title			
Encelia Avenue Traffic Signal Project			
Location, Project Limits, Description, Scope of Work, Legislative Description			
<p>The project includes the construction of a new traffic signal at the intersection of State Route 62 and Encelia Avenue in the City of Twentynine Palms. The warrant study for this location was prepared by Caltrans. City engineering staff requested Caltrans Traffic Operations Division to share cost of the project on a 50-50% basis. As a result, on March 11, 2014, the City Council approved the cooperative agreement with Caltrans that authorized the City to be the lead agency. The cost estimate for the traffic signal is estimated to be \$400,000, which includes all phases of the project. The City has retained Dokken Engineering to perform the environmental document, preliminary and final design. Construction is anticipated to commence in 2014.</p>			
Component	Implementing Agency	Reimbursements	
PA&ED	City of Twentynine Palms		
PS&E	City of Twentynine Palms		
Right of Way	City of Twentynine Palms		
Construction	City of Twentynine Palms		
Legislative Districts			
Assembly:	65	Senate:	18
Congressional:	41		
Purpose and Need			
Project Benefits			

Attachment: C14175 [Revision 3] (1136 : Allocation of Major Local Highway Program Funds to City of Twentynine Palms)

Project Milestone		Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		
Circulate Draft Environmental Document	Document Type	
Draft Project Report		
End Environmental Phase (PA&ED Milestone)		
Begin Design (PS&E) Phase		
End Design Phase (Ready to List for Advertisement Milestone)		August 2014
Begin Right of Way Phase		
End Right of Way Phase (Right of Way Certification Milestone)		October 2014
Begin Construction Phase (Contract Award Milestone)		January 2015
End Construction Phase (Construction Contract Acceptance Milestone)		April 2015
Begin Closeout Phase		April 2015
End Closeout Phase (Closeout Report)		April 2016

ATTACHMENT B

ENCELIA AVENUE TRAFFIC SIGNAL STREET IMPROVEMENTS PROJECT CITY OF TWENTYNINE PALMS

Summary of Estimated Costs

Component	Total Cost	AUTHORITY SHARE* MLHP Funds	CITY Local Funds	CALTRANS SHOPP Funds
All Phases	\$400,000	\$200,000	\$0	\$200,000
Total	\$400,000	\$200,000	\$0	\$200,000

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



CONTRACT SUMMARY SHEET

Contract No. C 14176 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Twentynine Palms

Contract Description The Lear Avenue Traffic Signal Project
in the City of Twentynine Palms

Board of Director's Meeting Date: 9/3/14

Overview of BOD Action: Approve allocation and funding agreement

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

CONTRACT OVERVIEW

Original Contract Amount	\$	250,000.00	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	250,000.00	TOTAL CONTINGENCY VALUE	\$	0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 250,000.00

Contract Start Date

09/03/14

Current Contract Expiration Date

06/30/17

Revised Contract Expiration Date

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0516.

A Budget Amendment is required.

How are we funding current FY? Measure I Morongo Basin Subarea MLHP

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Measure I Morongo Basin Subarea MLHP

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal ____ %

Project Manager (Print Name)

Signature

Date

Task Manager (Print Name)

Signature

Date

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

Signature

Date

Contract Administrator (Print Name)

Signature

Date

Chief Financial Officer (Print Name)

Signature

Date

PROJECT FUNDING AGREEMENT NO. C14176

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF TWENTYNINE PALMS

FOR

**THE LEAR AVENUE TRAFFIC SIGNAL PROJECT
IN THE CITY OF TWENTYNINE PALMS**

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

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Morongo Basin Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Morongo Basin Subarea Major Local Highway Program (“MLHP”);
- B. The Lear Avenue Traffic Signal Project in the City of Twentynine Palms (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A;
- C. AUTHORITY has determined that the PROJECT is eligible to receive the Morongo Basin Subarea MLHP funds;
- D. On September 3, 2014, AUTHORITY’s Board of Directors approved allocation of \$250,000 in Morongo Basin Subarea MLHP funds for the PROJECT;
- E. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;
- F. Parties desire to proceed with the PROJECT in a timely manner;

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

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

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

SECTION I

AUTHORITY AGREES:

1. To reimburse CITY for the actual cost of the PROJECT up to a maximum of \$250,000 in MLHP Funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount.
2. To reimburse CITY within 30 days after CITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY up to a maximum of \$250,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
4. AUTHORITY shall assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

CITY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for expending that portion of the eligible PROJECT expenses that are incurred by CITY, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$250,000 in MLHP Funds, and are reimbursable by AUTHORITY in accordance with Section I, Paragraph 2. Expenses relative to time

spent on the PROJECT by CITY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.

3. To abide by all AUTHORITY, CITY, County, State, and Federal laws, regulations, policies and procedures pertaining to the PROJECT.
4. To prepare and submit to AUTHORITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at CITY's City Hall. Copies will be made and furnished by CITY upon written request by AUTHORITY.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Final Report of Expenditures and final invoice no later than 120 days following the completion of those expenditures. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and CITY fail to reimburse moneys due AUTHORITY within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due CITY from any source under AUTHORITY's control.

10. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
11. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and CITY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by CITY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement;
3. In the event CITY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, CITY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies

to AUTHORITY’s “active” as well as “passive” negligence but does not apply to AUTHORITY’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

- 6. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY , its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY’s indemnification obligation applies to CITY’s “active” as well as “passive” negligence but does not apply to CITY’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.
- 7. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or June 30, 2017, whichever is sooner, provided that the provisions of Paragraphs 5, 6, 7, 8, and 9 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by CITY within twelve (12) months of the Effective Date of this Agreement.
- 8. AUTHORITY may terminate this Agreement if CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
- 9. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- 10. Attachment A, The Lear Avenue Traffic Signal Project (Description of Project and Milestones), and Attachment B, The Lear Avenue Traffic Signal Project (Summary of Estimated Costs), are attached to and incorporated into this Agreement.
- 11. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

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

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

Attachment: C14176 [Revision 3] (1136 : Allocation of Major Local Highway Program Funds to City of Twentynine Palms)

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF TWENTYNINE PALMS

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

By: _____
Dan Mintz
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
A. Patrick Munoz
CITY Counsel

Date: _____

By: _____
Jeffery Hill
Contract Administrator

Date: _____

Attachment: C14176 [Revision 3] (1136 : Allocation of Major Local Highway Program Funds to City of Twentynine Palms)

Attachment A

LEAR AVENUE TRAFFIC SIGNAL PROJECT

Description of Project and Milestones

Project Title					
Lear Avenue Traffic Signal Project					
Location, Project Limits, Description, Scope of Work, Legislative Description					
<p>The project includes the construction of a new traffic signal at the intersection of State Route 62 and Lear Avenue in the City of Twentynine Palms. The warrant study for this location was prepared by Caltrans. City engineering staff requested Caltrans Traffic Operations Division to share cost of the project on a 50-50% basis. On March 11, 2014, the City Council approved the cooperative agreement with Caltrans that authorized the City to be the lead agency. The cost estimate for the traffic signal is estimated to be \$500,000, which includes all phases of the project. The City will solicit, through an RFP (request for proposal) process, to perform environmental review, preliminary and final design, right of way acquisition, and to obtain the necessary Caltrans permit.</p>					
Component		Implementing Agency		Reimbursements	
PA&ED		City of Twentynine Palms			
PS&E		City of Twentynine Palms			
Right of Way		City of Twentynine Palms			
Construction		City of Twentynine Palms			
Legislative Districts					
Assembly:		65	Senate:		18
Congressional:		41			
Purpose and Need					
Project Benefits					

Attachment: C14176 [Revision 3] (1136 : Allocation of Major Local Highway Program Funds to City of Twentynine Palms)

Project Milestone		Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase		July 2014
Circulate Draft Environmental Document	Document Type	
Draft Project Report		
End Environmental Phase (PA&ED Milestone)		March 2015
Begin Design (PS&E) Phase		March 2015
End Design Phase (Ready to List for Advertisement Milestone)		May 2015
Begin Right of Way Phase		May 2015
End Right of Way Phase (Right of Way Certification Milestone)		November 2015
Begin Construction Phase (Contract Award Milestone)		January 2016
End Construction Phase (Construction Contract Acceptance Milestone)		April 2016
Begin Closeout Phase		April 2016
End Closeout Phase (Closeout Report)		April 2017

Attachment: C14176 [Revision 3] (1136 : Allocation of Major Local Highway Program Funds to City of Twentynine Palms)

ATTACHMENT B

LEAR AVENUE TRAFFIC SIGNAL PROJECT CITY OF TWENTYNINE PALMS

Summary of Estimated Costs

Component	Total Cost	AUTHORITY SHARE* MLHP Funds	CITY Local Funds	CALTRANS SHOPP Funds
All Phases	\$500,000	\$250,000	\$0	\$250,000
Total	\$500,000	\$250,000	\$0	\$250,000

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

Additional Information

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2014

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

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

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

*** New SANBAG Board Member

X = Member attended meeting.
MDCatt14.doc

Empty box = Member did not attend meeting

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

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.

Approved June 2, 1993
Reaffirmed March 6, 1996