

AGENDA
Board of Directors Meeting
November 5, 2014

*******Start Time: 10:00 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

******Convene Regular Meeting at 10:30 a.m******
1st Floor Lobby

LOCATION

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

Board of Directors

President

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Vice-President

Ryan McEachron, Mayor Pro Tem
City of Victorville

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

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

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
County Transportation Commission
County Transportation Authority
County Congestion Management Agency
Service Authority for Freeway Emergencies**

AGENDA

**Board of Directors
November 5, 2014**

*****10:00 a.m. (CLOSED SESSION)***
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA**

CLOSED SESSION

1. Conference with Labor Negotiator

Pursuant to Government Code Section 54957.6
Agency designated representative: Raymond W. Wolfe
Employee organization: Unrepresented employees group

**** Convene Regular Meeting at 10:30 a.m. **
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino**

<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

(Meeting Chaired by L. Dennis Michael)

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

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 16.

Consent - Administrative Matters

2. August/September 2014 Procurement Report

Receive the August/September 2014 Procurement Report.

Bill Stawarski

This item was received by the General Policy Committee on October 8, 2014.

3. Budget to Actual Report for fourth quarter ending June 30, 2014

Receive and file Budget to Actual Report for fourth quarter ending June 30, 2014.

Bill Stawarski

This item was received by the General Policy Committee on October 8, 2014.

Consent - Regional/Subregional Planning

4. Caltrans Sustainability Transportation Planning Grant Submittal

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

Receive information on the proposed SANBAG/Omnitrans grant application under the Caltrans Sustainability Transportation Planning Grant Program.

Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2014.

Consent - Council of Governments

5. Proposed Final State and Federal Legislative Platforms

Adopt the final State and Federal Legislative Platforms.

Wendy Strack

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2014.

6. State and Federal Legislative Update

Receive and file the State and Federal Update.

Wendy Strack

This item was reviewed by the General Policy Committee on October 8, 2014.

Consent - Project Delivery

7. Construction Contract Contingency Increase and Consultant Contract Amendments for I-215 Corridor Project

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

A. Approve increase in Allowances/Contingency for Contract No. C09196 with Skanska-Rados, A Joint Venture for the Interstate 215 Segments 1 and 2 from \$18,381,980.00 to \$21,981,980.00. The increase to be funded with \$2,300,000.00 of Regional Improvement Program (RIP) funds realized from Project Construction Management savings and \$1,300,000.00 of Federal Congestion Mitigation and Air Quality (CMAQ) funds and/or another Federal fund and/or Measure I 1990-Valley Fund-Major Projects fund if some of the Project costs are not eligible for CMAQ funds.

B. Approve Amendment No. 4 for Contract C06043 with Jacobs Project Management Co. for construction management services on the Interstate 215, 5th Street Overcrossing and Segments 1 and 2 reducing the total contract amount from \$31,519,722.00 to \$25,584,722.00.

C. Approve Amendment No. 4 for Contract C06045 with David Evans & Associates, Inc. for construction survey services on the Interstate 215, 5th Street Overcrossing and Segments 1 and 2 reducing the total contract amount from \$6,694,503.44 to \$4,794,503.44.

D. Approve Amendment No. 4 for Contract C09100 with AECOM Technical Services, Inc. for construction design support services on the Interstate 215 Segments 1 2 reducing the total contract amount from \$2,200,000.00 to \$1,900,000.00.

E. Approve Fiscal Year 2014/2015 Budget amendment to Task No. 0838 to add \$2,300,000.00 in Regional Improvement Program (RIP) funds for construction and \$1,300,000.00 in Federal Congestion Mitigation and Air Quality (CMAQ) funds for construction.

Garry Cohoe

This item was reviewed and recommended for approval (15-0-1; Abstained: Tahan) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 9, 2014. SANBAG General Counsel and Procurement Manager have reviewed this item and the amendments as to form.

8. Section 190 Reimbursement Agreement for the Lenwood Road Grade Separation Project

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

A. Approve Reimbursement Agreement 15-1001070 for the Lenwood Road Grade Separation Project between the California Department of Transportation (Caltrans) and SANBAG, substantially in the form attached, which would allow reimbursement of up to \$5,000,000.00 in Section 190 funds to SANBAG; and

B. Approve amendment to the SANBAG Fiscal Year 2014/2015 budget, Task No. 0881, to add \$5,000,000.00 in Section 190 funds.

Garry Cohoe

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 17, 2014. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

9. Construction Management Services for the State Route 210 (SR-210) Pepper Avenue Interchange Project

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

A. Approve award of Contract No. C14154 with Arcadis-US, Inc. for Construction Management services for the SR-210 Pepper Avenue Interchange Project in an amount not-to-exceed \$1,811,860.03.

B. Approve contingency in the amount of \$181,186.00 for Contract No. C14154 and authorize the Executive Director or designee to release contingency as necessary for the project. **Garry Cohoe**

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Metro Valley Study Session on October 9, 2014. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Consent - Transportation Programming and Fund Administration

10. Modification of Allocation of Mojave Desert Air Basin Congestion Mitigation/Air Quality Funds

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

Approve a modification to the project scope of the previous allocation of Mojave Desert Air Basin Congestion Mitigation/Air Quality Funds to add synchronization of all signals on State Route 62 (SR62) within the Town of Yucca Valley as eligible for funding.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 17, 2014.

11. City of Rialto Metrolink Expansion Project

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

Approve a budget amendment to Task No. 0379, Commuter Rail Capital Expenses, in the amount of \$1,455,399.60 to be funded with Public Transportation Modernization, Improvement, and Service Enhancement Account funds for a new task total of \$2,506,616.60. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014.

12. Public Transportation Modernization, Improvement, and Service Enhancement Account Expenditure Plan Amendments

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

A. Approve amendments to the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Expenditure Plans for Victor Valley Transit Authority (VVTA) as shown in Attachment A; increasing the overall allocation to VVTA by \$14,276, and decreasing the overall allocation to Barstow Area Transit by the same amount.

B. Approve an amendment to the PTMISEA Expenditure Plan for San Bernardino Associated Governments (SANBAG), as shown in Attachment B to remain consistent with the PTMISEA-operator allocation funding requests the SCRRA has submitted to Caltrans.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014.

13. Amended Fiscal Year 2014/2015 State Transit Assistance Fund Allocation for Mountain Area Regional Transit Authority

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

Approve an increase of \$201,144 to the Fiscal Year 2014/2015 State Transit Assistance Fund - Population allocation for the Mountain Area Regional Transit Authority for purchase of a replacement vehicle, increasing the total allocation from \$108,468 to \$309,612.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014.

14. Memorandum of Understanding with the Southern California Association of Governments - Section 5310 Program Administration

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

A. Approve the Memorandum of Understanding No. 15-1001089 with Southern California Association of Governments for the Section 5310 Program for Enhanced Mobility of Seniors and Individuals with Disabilities.

B. Authorize the Executive Director and/or his designee to execute the Memorandum of Understanding No. 15-1001089.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014. SANBAG General Counsel has reviewed this item and the memorandum of understanding.

15. Call for Projects for Federal Transit Administration Section 5310

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

Approve the issuance of a Federal Transit Administration Section 5310 Program Call for Projects due to San Bernardino Associated Governments on December 5, 2014.

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014. This item has been reviewed by SANBAG General Counsel.

Consent Calendar Items Pulled for Discussion

- 16. Items pulled from the Consent Calendar will be taken under this item in the order they were presented.**

DISCUSSION ITEMS

Discussion - Administrative Matters

17. Reappointment to Valley Transportation Services (VTrans)

Approve the reappointment of Mayor Ray Musser, City of Upland, to the Valley Transportation Services (VTrans) Board of Directors with a term ending September 2017.

Duane Baker

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

18. Reappointment of Independent Taxpayer Oversight Committee Members

Reappoint Norman Orfall, Craig Scott, and Larry Sharp to the Independent Taxpayer Oversight Committee (ITOC) for a term ending December 31, 2018. **Duane Baker**

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

Discussion - Project Delivery

19. Award Construction Contract No. C14164 for Interstate 10 Tippecanoe Avenue Interchange Phase II Project

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

A. Award Contract No. C14164 to Sully-Miller Contracting Company for construction of the Interstate 10 Tippecanoe Avenue Interchange Phase II Project in the amount of \$11,878,718.68.

B. Approve Allowances/Contingency on the Interstate 10 Tippecanoe Avenue Interchange Phase II construction totaling \$2,015,414.87. **Garry Cohoe**

Approval was given to take the award of Contract No. C14164 directly to the SANBAG Board without prior Metro Valley Study Session review on October 2, 2013. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Discussion - Transit/Rail

20. Development and Implementation of a SANBAG County-Wide Vanpool Program

A. Approve development and implementation of a San Bernardino Associated Governments (SANBAG) Vanpool Program.

B. Approve an allocation for FY 2014/2015 thru FY 2017/2018 in the amount of \$4,000,000 in Federal Congestion Mitigation Air Quality funds.

C. Approve a revenue and expense budget amendment to the SANBAG FY 2014/2015 Budget to add a new task 0383 Vanpool Program in the amount of \$642,000 in Federal Congestion Mitigation Air Quality funds. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2014.

21. Burlington Northern Santa Fe (BNSF) License Agreement for the installation of railroad communication conduits required for the Downtown San Bernardino Passenger Rail Project

A. That the Board, acting as the San Bernardino County Transportation Commission, authorize the Executive Director or his designee to execute a License Agreement (Agreement No. 15-1001108) with Burlington Northern Santa Fe (BNSF) for the installation of communication conduits along the Shortway subdivision railroad right-of-way.

B. That the San Bernardino County Transportation Commission authorize the Executive Director or his Designee to approve payment of the annual license fee of \$390,144 to BNSF in the event SANBAG does not have ownership and possession of the Shortway within one-year of executing the License Agreement, for the first such payment only. Any subsequent payments would require Board approval. **Mitch Alderman**

A no-fee version of the License Agreement was approved by the Board on October 1, 2014. This item has not received prior policy committee or technical advisory committee review. This item and the revised agreement have been reviewed by General Counsel.

Discussion - Council of Governments

22. Anticipated Legislative Discussions for a potential Gold Line connection to Ontario International Airport

That the Board of Directors oppose any legislation with unnecessary or undue mandates related to a Gold Line connection to the Ontario Airport that does not fully address concerns regarding funding, representation, liability, and local control over project and program expenditures, planning, and construction in San Bernardino County.

Wendy Strack

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

23. HERO Program Annual Report

Receive and file the report.

Duane Baker

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

Comments from Board Members

Brief comments from Board Members

Executive Directors Comments

Brief comments from the Executive Director

Public Comment

Brief comments from the General Public

ADJOURNMENT

Agency Reports

South Coast Air Quality Management District Agency Report

Mobile Source Air Pollution Reduction Review Committee Agency Report

SANBAG Committee Memberships

Representatives on SCAG Committees

Policy Committee Membership

Additional Information

Attendance

SANBAG Entities

Acronym List

Mission Statement

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

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

Attendance.

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

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



Important Dates to Remember...

November 2014

SANBAG Meetings – Scheduled:			
General Policy Committee	Nov 12	9:00 am	The Super Chief
Commuter Rail/Transit Committee	Nov 13	9:00 am	Board Room
Metro Valley Board Study Session	Nov 13	10:00am	Board Room
Mountain/Desert Committee	Nov 14	9:30 am	Town of Apple Valley

Other Meetings/Events:			
Hunts Lane Grade Separation Project Dedication Ceremony	Nov 6	10:00am	Colton / San Bernardino

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



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: 1

Date: November 5, 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 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:

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
7	C06043-04	Jacobs Project Management Co. <i>Steve Henderson</i>	HDR Vali-Cooper and Associates Karen Meadows Consulting Kleinfelder Simon Wong Engineering
7	C06045-04	David Evans and Associates <i>Maria Marzoecki</i>	None
7	C09100-04	AECOM <i>Matt Ulukaya</i>	None
7	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int.

Entity: CMA, COG, CTA, CTC, SAFE

Board of Directors Agenda Item

November 5, 2014

Page 2

7 (cont.)	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcolm Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
9	C14154	Aracdis U.S., Inc. <i>Girish Kripalani</i>	Arellano Associates, LLC David Evans and Associates, Inc. Dynamic Engineering Services, Inc. Leighton Consulting, Inc. Meadows Consulting Psomas
19	C14164	Sully-Miller Contracting Company <i>Raymond Sanchez</i>	LNA Concrete Structures Diversified Landscape Company MCM Construction Fence Corp Highlight Electric, Inc. Cal Stripe Coral Construction
21	15-1001108	Burlington Northern Santa Fe <i>Greg J. Rousseau</i>	None

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Vicki Watson, Clerk of the Board

Minute Action

AGENDA ITEM: 2

Date: *November 5, 2014*

Subject:

August/September 2014 Procurement Report

Recommendation:

Receive the August/September 2014 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on March 12, 2014. On February 6, 2013, the Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to \$100,000 and for purchase orders originally \$100,00 or more, increasing the purchase order amount up to 10% of the original purchase order value, not to exceed \$25,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less and to release Request for Proposal (RFP), Request for Quote (RFQ) and Invitation for Bid (IFB) for proposed contracts from which funding has been approved in San Bernardino Associated Governments (SANBAG's) Annual Budget, and which are estimated not-to-exceed \$1,000,000. SANBAG staff has compiled this report that summarizes all contract actions approved by the Executive Director, or designee.

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

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

Financial Impact:

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

Reviewed By:

This item was received by the General Policy Committee on October 8, 2014.

Responsible Staff:

Bill Stawarski, Chief Financial Officer

Attachment A

August/September Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
None				

Attachment: BRD1411a1-wws (1380 : Procurement Report)

Attachment A

August/September 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
C06043 Amendment 3	Contract is being extended by six months for remaining contract closeout activities. Project: Construction Management Services I-215 5 th Street Overcrossing Segment 1 & 2 Construction.	Jacobs Project Management Company	Original: \$3,134,214.00 Amend. 1: \$25,805,007.00 Amend. 2: \$0.00	\$0.00	\$28,939,221.00
C09100 Amendment 3	Contract is being extended by six months for remaining contract closeout activities. Project: Construction Support Services I-215 Segment 1 & 2 Construction.	AECOM	Original: \$400,000.00 Amend. 1: \$1,650,000.00 Amend. 2: \$0.00	\$0.00	\$2,050,000.00
C11215 Amendment 4	Consultant needed to provide assistance in resolution of contractor exceptions to Proposed Final Estimate and to extend inspection services for plant establishment. Project: Construction Management Services for I-10/Tippecanoe	Simon Wong Engineering	Original: \$1,751,730.00 Amend. 1: \$300,000.00 Amend. 2: \$0.00 Amend. 3: \$307,270.00	\$83,700.00	\$2,442,700.00

Attachment: BRD1411a1-wws (1380 : Procurement Report)

Attachment A

August/September 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
C12033 CTO 35	Assist City staff to restore communications; Assess communication and configuration of each offline intersection along Haven; make minor adjustments with the pedestrian clearance times; status field master at Foothill and Milliken	Albert Grover & Associates	\$1,000,000	CTO 1 through 34 \$338,910 CTO 38 \$10,500	\$9,406
C12033 CTO 36	Provide assessment of reported problem; Coordinate corrective actions with the City of Rancho Cucamonga, Determine corrective actions City staff will be able to perform; Perform field visits of each intersection and conduct turning movement counts; Develop time-space diagrams and timing plans for AM, MD, PM and Weekend periods; Implement and fine-tune coordinated timings; Update City's Central System Database	Albert Grover & Associates	\$1,000,000	CTO 1 through 34 \$338,910 CTO 38 \$10,500	\$36,582
C12033 CTO 37	Provide City staff technical assistance; Reconfigure Field Master controller; Verify communications between Master and each local controller	Albert Grover & Associates	\$1,000,000	CTO 1 through 34 \$338,910 CTO 38 \$10,500	\$9,406.00

Attachment: BRD1411a1-wws (1380 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C12033 CTO 42	Evaluate Communication status of Tiers 1-4 project signals in the San Bernardino Valley	Albert Grover & Associates	\$1,000,000	CTO 1 through 34 \$338,910 CTO 38 \$10,500	\$19,480

Attachment: BRD1411a1-wws (1380 : Procurement Report)

Attachment A

August/September Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001208	08/21/2014	Xerox Corporation	Copier rental for 36 months @ \$158.06 plus sales tax for a monthly total of \$171.10 plus additional copies in excess of rental agreement.	\$9,159.60
4001210	08/21/2014	Ecosys	Annual maintenance and support for financial management/project tracking software for the Transit and Rail department.	\$18,900.00
4001215	09/08/2014	Environmental Systems Research Institute Inc. (ESRI)	ESRI is an established leader of GIS software which SANBAG has used over fifteen (15) years. ESRI provides existing maintenance of current software.	\$12,294.00
Total				\$40,353.60

Attachment: BRD1411a1-wws (1380 : Procurement Report)

Attachment A

August/September 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
None					

Attachment: BRD1411a1-wws (1380 : Procurement Report)

Attachment B August/September RFPs and IFBs

Release of RFP's and IFB's

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

Attachment: BRD1411a2-wws (1380 : Procurement Report)



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: November 5, 2014

Subject:

Budget to Actual Report for fourth quarter ending June 30, 2014

Recommendation:

Receive and file Budget to Actual Report for fourth quarter ending June 30, 2014.

Background:

SANBAG's Budget for Fiscal Year 2013/2014 for new activity was adopted by the Board of Directors on June 5, 2013. This report provides a summary of program activity and task activity compared to Budget. Budgetary information includes the original and revised budgets, and year-to-date expenditures.

Financial Impact:

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2013/2014 Budget.

Reviewed By:

This item was received by the General Policy Committee on October 8, 2014.

Responsible Staff:

Bill Stawarski, Chief Financial Officer

San Bernardino Associated Governments
Budget to Actual Report: July 2013 - June 2014
Fiscal Year 2013/2014
ATTACHMENT A

AIR QUALITY & TRAVELER SERVICES PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDG
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDEL
0102	Air Quality Activities	507,361	622,573		1,129,934	804,891	325,043	71.2
0406	Rideshare Management	2,218,910			2,218,910	1,877,818	341,092	84.6
0702	Call Box System	1,142,713	140,000	-	1,282,713	1,076,528	206,185	83.9
0704	Freeway Service Patrol/State	2,031,009	128,831	-	2,159,840	1,781,858	377,982	82.5
0706	Intelligent Transportation Systems	82,545	-	-	82,545	-	82,545	0.0
TOTAL AIR QUALITY & TRAVELER SERVICES PROGRAM		5,982,538	891,404	-	6,873,942	5,541,095	1,332,847	80.61

TRANSPORTATION PLANNING & PROGRAMMING PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDG
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDEL
0110	Regional Transportation Planning	372,939	123,763	-	496,702	392,482	104,220	79.0
0203	Congestion Management	165,872	-	-	165,872	110,049	55,823	66.3
0213	High Desert Corridor Studies	3,858	-	-	3,858	2,593	1,265	67.2
0404	Subregional Transportation Planning	1,446,715	207,655	2,806	1,657,176	1,225,245	431,932	73.9
0941	Mt./Desert Planning & Project Development	212,942	-	-	212,942	79,804	133,138	37.4
TOTAL TRANSPORTATION PLANNING & PROGRAMMING PROGRAM		2,202,326	331,418	2,806	2,536,550	1,810,173	726,377	71.3

GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDG
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDEL
0104	Intergovernmental Relations	562,570	(64,005)	-	498,565	366,063	132,502	73.4
0490	Council of Governments New Initiatives	118,150	(195)	-	117,955	-	117,955	0.0
0492	Joint Solar Purchase Agreement	735,244	-	-	735,244	24,153	711,091	3.2
0495	Green House Gas	195,656	100,000	-	295,656	120,739	174,917	40.8
0503	Legislation	551,793	52,880	-	604,673	598,414	6,259	98.9
0601	County Transportation Commission-General	269,020	-	-	269,020	174,983	94,037	65.0
0605	Publications & Public Outreach	471,960	20,957	338	493,255	489,862	3,393	99.3
0708	Property Assessed Clean Energy	51,686	735,000	-	786,686	769,259	17,427	97.7
0805	Building Operations	29,272	-	-	29,272	26,105	3,167	89.1
0942	Financial Management	1,163,793	-	-	1,163,793	826,255	337,538	71.0
TOTAL COUNCIL OF GOVERNMENTS SUPPORT PROGRAM		4,149,144	844,637	338	4,994,119	3,395,832	1,598,286	68.0

TRANSIT & PASSENGER RAIL PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDG
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDEL
0309	General Transit	1,393,649	(500,000)	-	893,649	803,901	89,748	89.9
0310	Transit Operating	9,495,667	327,487	-	9,823,154	8,675,706	1,147,448	88.3
0311	Transit Capital	20,265,858	(14,789,969)	79,240	5,555,129	1,090,429	4,464,700	19.6
0322	San Bernardino Transit Center	-	18,249,817	-	18,249,817	6,624,679	11,625,138	36.3
0323	Downtown San Bernardino Passenger Rail	-	67,491,997	-	67,491,997	11,007,402	56,484,595	16.3
0324	Redlands Passenger Rail	-	22,167,032	-	22,167,032	1,382,261	20,784,771	6.2
0325	San Gabriel Subdivision Line Improvements	-	3,634,035	-	3,634,035	791,976	2,842,059	21.7
0352	General Commuter Rail	3,060,807	(1,300,000)	-	1,760,807	875,881	884,926	49.7
0377	Commuter Rail Operating Expenses	12,628,500	380,447	-	13,008,947	12,493,216	515,731	96.0
0379	Commuter Rail Capital Expenses	87,559,017	(83,634,878)	851,662	4,775,801	769,430	4,006,371	16.1
TOTAL TRANSIT & PASSENGER RAIL PROGRAM		134,403,498	12,025,968	930,902	147,360,368	44,514,880	102,845,488	30.21

Attachment: Copy of Budget vs Exp June (1381 : Budget to Actual Report fourth quarter ending June 30,

San Bernardino Associated Governments
Budget to Actual Report: July 2013 - June 2014
Fiscal Year 2013/2014
ATTACHMENT A

MAJOR PROJECT DELIVERY PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGET
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
0701	Valley Signal Coordination	731,312	264,968	-	996,280	888,000	108,280	89.1
0803	SR 210 Baseline Road Interchange	906,652	(50,000)	-	856,652	285,825	570,827	33.3
0815	Measure I Program Management	5,814,656	(28,500)	17,828	5,803,984	3,982,199	1,821,786	68.6
0820	SR 210 Final Design	18,706	100,310	-	119,016	71,287	47,729	59.9
0822	SR 210 Right of Way Acquisition	1,001,450	(75,501)	-	925,949	219,719	706,230	23.7
0824	SR 210 Construction	11,834,154	(555,930)	-	11,278,224	4,853,501	6,424,723	43.0
0825	I-10 Corridor Project Development	5,415,319	-	-	5,415,319	4,080,151	1,335,168	75.3
0826	I-10 Citrus/Cherry Interchanges	60,281,302	259,263	-	60,540,565	43,071,318	17,469,247	71.1
0830	I-215 San Riv Project Development	225,000	-	-	225,000	-	225,000	0.0
0834	I-215 Final Design	8,036	78,001	-	86,037	79,845	6,192	92.8
0836	I-215 Right of Way Acquisition	107,536	-	-	107,536	(566,694) *	674,230	-526.9
0838	I-215 Construction	33,769,873	(216,562)	-	33,553,311	24,083,132	9,470,179	71.7
0839	I-215 Bi- County HOV Gap Closure Project	16,498,209	67,000	-	16,565,209	15,323,697	1,241,512	92.5
0840	I-215 Barton Road Interchange	24,025,749	(1,286,766)	-	22,738,983	1,028,811	21,710,172	4.5
0841	I-10 Riverside Interchange	641,542	200,000	-	841,542	706,324	135,218	83.9
0842	I-10 Tippecanoe Interchange	20,923,901	2,395,273	-	23,319,174	10,880,565	12,438,609	46.6
0845	Mt. Vernon/Washington Interchange	671,556	290,000	-	961,556	855,782	105,774	89.0
0850	Alternative Project Financing	3,974,844	(588,174)	-	3,386,670	996,293	2,390,377	29.4
0862	I-10 Westbound Lane Addition - Yucaipa	2,263,718	(178,583)	-	2,085,135	463,060	1,622,075	22.2
0869	Glen Helen Parkway Grade Separation	3,586,296	-	-	3,586,296	3,036,635	549,661	84.6
0870	Hunts Lane Grade Separation	9,326,480	1,320,788	-	10,647,268	8,838,399	1,808,869	83.0
0871	State St./University Parkway Grade Separation	9,036	10,000	-	19,036	8,631	10,405	45.3
0874	Palm Avenue Grade Separation	9,129,369	2,987,109	5,182	12,121,660	5,739,859	6,381,801	47.3
0876	South Milliken Avenue Grade Separation	4,496,264	6,408,045	-	10,904,309	2,076,216	8,828,093	19.0
0877	Vineyard Avenue Grade Separation	7,074,093	5,399,529	-	12,473,622	6,490,545	5,983,077	52.0
0879	Colton Crossing BNSF/UPRR Grade Separation	20,120,951	(932,866)	-	19,188,085	6,831,375	12,356,710	35.6
0880	I-15/I-215 Devore Interchange	23,278,713	-	16,254	23,294,967	8,971,254	14,323,713	38.5
0881	Lenwood Avenue Grade Separation	4,890,756	2,936,327	55,000	7,882,083	7,012,182	869,901	88.9
0882	North Milliken Avenue Grade Separation	9,419,387	-	5,762,925	15,182,312	1,659,401	13,522,910	10.9
0883	SR 210 Pepper Avenue Interchange	2,208,282	-	-	2,208,282	1,140,573	1,067,709	51.6
0884	Laurel Avenue Grade Separation	17,966,703	(278,420)	5,000	17,693,283	10,155,688	7,537,595	57.4
0885	9th Street Rail Improvements	3,081,456	-	-	3,081,456	124,156	2,957,300	4.0
0886	Colton Quiet Zone Project	2,408,394	-	5,000	2,413,394	(11,944) **	2,425,338	-0.4
0887	SR 210 Lane Addition	862,631	-	-	862,631	358,600	504,031	41.5
0888	I-15 La Mesa/Nisqualli Interchange	7,046,057	-	50,000	7,096,057	5,848,385	1,247,672	82.4
0890	I-15 Rancho Interchange	23,229,897	900,000	-	24,129,897	19,527,655	4,602,242	80.9
0891	US 395 Widen SR-18/Chamberlaine/Adelanto	-	50,000	-	50,000	-	50,000	0.0
0892	I-15 Baseline Interchange Improvement	12,843,139	5,100,783	-	17,943,922	209,056	17,734,866	1.1
0893	State Route 60 Central Avenue Interchange	100,000	22,000	-	122,000	53,596	68,404	43.9
0894	State Route 60 Archibald Avenue Interchange	100,000	-	-	100,000	19,492	80,508	19.4
0896	I-10 Pepper Avenue Interchange	869,665	29,100	-	898,765	488,158	410,607	54.3
0897	I-10 Cedar Avenue Interchange	100,000	-	-	100,000	11,016	88,984	11.0
0898	I-10 Mount Vernon Avenue Interchange	100,000	-	-	100,000	-	100,000	0.0
0899	I-10 University Street Interchange	100,000	-	-	100,000	22,002	77,998	22.0
TOTAL MAJOR PROJECT DELIVERY PROGRAM		351,461,084	24,627,194	5,917,189	382,005,467	199,913,746	182,091,721	52.3

* Reimbursement for condemnation deposit recorded in FY 2014 as a credit to expenditure account, but expenditure was incurred in prior year.

** Estimate for FY 2014 exceed actual expenditures incurred.

Attachment: Copy of Budget vs Exp June (1381) : Budget to Actual Report fourth quarter ending June 30,

San Bernardino Associated Governments
 Budget to Actual Report: July 2013 - June 2014
 Fiscal Year 2013/2014
 ATTACHMENT A

TRANSPORTATION FUND ADMINISTRATION PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGI
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDEL
0373	Federal/State Fund Administration	630,544	156,788	-	787,332	538,323	249,009	68.3
0500	Transportation Improvement Program	357,965	27,428	-	385,393	247,942	137,451	64.3
0501	Federal Transit Act Programming	78,724	50,887	-	129,611	112,976	16,635	87.1
0502	TDA Administration	779,466	(85,500)	-	693,966	425,415	268,551	61.3
0504	Measure I Administration	529,379	103,447	-	632,826	489,357	143,469	77.3
0506	Local Transportation Fund	94,858,102	1,997,300	-	96,855,402	81,697,802	15,157,600	84.3
0507	State Transit Assistance Fund	50,648,971	(15,938,224)	-	34,710,747	8,891,860	25,818,887	25.6
0515	Measure I Valley Apportionment & Allocation	11,178,221	(30,000)	6,538,198	17,686,419	2,691,806	14,994,613	15.2
0516	Measure I Mountain/Desert Apportionment & Allocation	9,842,859	1,307,741	328,034	11,478,634	5,457,626	6,021,008	47.5
0609	Strategic Planning/Delivery Planning	359,811	87,953	7,760	455,524	331,727	123,797	72.8
0610	Measure I 2010-2040 Project Advancement	18,203,913	(232,171)	288,086	18,259,828	7,272,198	10,987,629	39.8
0615	Measure I Local Stimulus	-	-	717,182	717,182	375,152	342,030	52.3
0918	Measure I Local Pass-through	39,082,300	321,141	-	39,403,441	39,403,441	-	100.0
TOTAL TRANSPORTATION FUND ADMINISTRATION PROGRAM		226,550,255	(12,233,210)	7,879,260	222,196,305	147,935,627	74,260,679	66.5

DEBT SERVICE

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGI
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDEL
0965	2012 A Sales Tax Revenue Bond	4,166,840	-	-	4,166,840	4,165,663	1,178	99.9
0966	2014 A Sales Tax Revenue Bond	4,153,500	-	-	4,153,500	-	4,153,500	0.0
TOTAL DEBT SERVICE PROGRAM		8,320,340	-	-	8,320,340	4,165,663	4,154,678	50.0

GRAND TOTAL ALL PROGRAMS	733,069,185	26,487,411	14,730,495	774,287,091	407,277,016	367,010,075	52.6
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CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL			REVISED		PROGRAM	% OF BUDGI
	BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDEL
AIR QUALITY & TRAVELER SERVICES PROGRAM	5,982,538	891,404	-	6,873,942	5,541,095	1,332,847	80.6
TRANSPORTATION PLANNING & PROGRAMMING PROGRAM	2,202,326	331,418	2,806	2,536,550	1,810,173	726,377	71.3
GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM	4,149,144	844,637	338	4,994,119	3,395,832	1,598,286	68.0
TRANSIT & PASSENGER RAIL PROGRAM	134,403,498	12,025,968	930,902	147,360,368	44,514,880	102,845,488	30.2
MAJOR PROJECT DELIVERY PROGRAM	351,461,084	24,627,194	5,917,189	382,005,467	199,913,746	182,091,721	52.3
TRANSPORTATION FUND ADMINISTRATION PROGRAM	226,550,255	(12,233,210)	7,879,260	222,196,305	147,935,627	74,260,679	66.5
DEBT SERVICE PROGRAM	8,320,340	-	-	8,320,340	4,165,663	4,154,678	50.0
GRAND TOTAL ALL PROGRAMS	733,069,185	26,487,411	14,730,495	774,287,091	407,277,016	367,010,075	52.6

NOTES: Certain budget appropriations represent timing of capital expenditures and can be expended over several years.
 Measure I Local pass through includes reversal of prior Fiscal Year accruals.

Attachment: Copy of Budget vs Exp June (1381 : Budget to Actual Report fourth quarter ending June 30,

Minute Action

AGENDA ITEM: 4

Date: *November 5, 2014*

Subject:

Caltrans Sustainability Transportation Planning Grant Submittal

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:
 Receive information on the proposed SANBAG/Omnitrans grant application under the Caltrans Sustainability Transportation Planning Grant Program.

Background:

SANBAG is partnering with Omnitrans to submit an application under the Caltrans Sustainable Transportation Planning Grant Program for Fiscal Year 2015/2016. The program was created to support the Caltrans mission: *Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.* Grant program overarching objectives have been identified by Caltrans to ensure consideration of major efforts in transportation planning, including: Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Equity. Caltrans released the program call for applications on September 2, 2014.

The Sustainable Transportation Planning Grant Program supersedes the prior Caltrans grant programs of Environmental Justice, Community-Based Transportation Planning, and Transit Planning; however, these important areas are still eligible for funding under the new grant program. Caltrans provides transportation planning grants to promote a balanced, comprehensive multimodal transportation system. These grants may be used for a wide range of transportation planning purposes which address local and regional transportation needs and issues. The implementation of these grants should ultimately lead to the adoption, initiation, and programming of transportation improvements. The Fiscal Year (FY) 2014/2015 schedule for FY 2015/2016 Grant Awards is as follows:

- September 2, 2014 — Release Call for Applications
- September – Grant Marketing Events
- October 31 at 5:00 p.m. – Application Deadline
- November – District Grant Application Review/Ranking
- December/January – Headquarters Grant Committee Review/Funding Recommendations
- February – Management Approval of Committee Recommendations
- March – Send Preliminary Notifications to All Applicants
- April – Send Conditional Award Letters with State Budget Contingency
- July 2015– Grantees May Begin Work, Pending State Budget Approval

Entity: CTC

Board of Directors Agenda Item

November 5, 2014

Page 2

The SANBAG/Omnitrans grant proposal is titled “Customer-Based Ridesharing and Transit Interconnectivity Study.” San Bernardino County has a growing network of rail and bus transit routes to serve its population and employment base. The San Bernardino Metrolink line is the highest ridership line on the regional system. The line is being extended to downtown San Bernardino by 2015, and a nine-mile Redlands Passenger Rail system will be in operation between San Bernardino and Redlands by 2018. The E Street sbX bus rapid transit system began revenue service in April 2014 between Loma Linda and Cal State San Bernardino.

These three systems converge, together with local Omnitrans bus routes, at a new transit center currently under construction in downtown San Bernardino. The West Valley Connector study is also well along in defining a higher-capacity transit option connecting major centers of activity in Ontario, Rancho Cucamonga, and Montclair, with modal options ranging between rapid-bus and full BRT. San Bernardino County agencies are also aggressively implementing the countywide Non-Motorized Transportation Plan (Active Transportation Plan).

This Caltrans Sustainable Transportation Planning Grant application is proposed as a way to make the maximum use of the transit assets in the Valley and our countywide ridesharing, vanpooling, and active transportation initiatives going forward. The goal is to see all of these transportation investments as an integrated, customer-focused system that increases both the choices of transportation modes and the visibility of those choices. SANBAG and Omnitrans are making this proposal jointly, as both have responsibilities for various transportation modes and services: SANBAG for Metrolink, Redlands Rail, and the ridesharing/vanpooling programs, and Omnitrans for express and local bus service in the Valley.

Both SANBAG and Omnitrans have relationships and communication with major employers and activity centers throughout the Valley. The grant proposal will more fully coordinate these customer outreach efforts and identify system enhancements that can make transit, ridesharing, and active transportation more convenient and competitive as transportation modes. For example, some of the principal employers and activity nodes in the Valley are near the Metrolink corridor, but outside of reasonable walking/cycling distance. This study will work with these entities to determine what is needed to make transit and/or ridesharing/vanpooling more practical and convenient for their employees and customers and to prepare an action plan to address the identified shortcomings. The study would also examine how to promote transit ridership to downtown San Bernardino employers once the new transit center is opened.

A cash or in-kind match of 11.47% of the total project cost is required. It is anticipated that a cash match of up to \$50,000 may be proposed in the grant application. The grant request is expected to be in the range of \$300,000 to \$400,000. If SANBAG is successful in obtaining this grant, the matching funds will be included in the FY 2015/2016 SANBAG budget.

Financial Impact:

This item has no impact on the Fiscal Year 2014/2015 SANBAG Budget. If SANBAG is successful in obtaining the grant, matching funds up to \$50,000 would be included in the Fiscal Year 2015/2016 SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2014.

Responsible Staff:

Steve Smith, Director of Planning

County Transportation Commission - CTC

Minute Action

AGENDA ITEM: 5

Date: *November 5, 2014*

Subject:

Proposed Final State and Federal Legislative Platforms

Recommendation:

Adopt the final State and Federal Legislative Platforms.

Background:

SANBAG's Legislative Platforms serve as the foundation for understanding the perspective of the Board of Directors on key issues that are anticipated to be considered during the course of each legislative session. The adopted legislative platforms will guide staff's analysis and recommendations on pending legislative and regulatory items in the upcoming session.

Staff has reached out to Local, State and Federal Elected Officials; the City Mangers Technical Advisory Committee; and the Public and Specialized Transportation Advisory and Coordination Council (PASTACC) for feedback on the revised platforms.

At the August 13, 2014 General Policy Committee meeting, the Committee recommended that subsection (m) under the Key Issues Section for "Innovative Project Delivery" be modified to read, "Oppose any requirements to allow specific vehicle classes to have unrestricted access to carpool or toll facilities." Previously the section read to monitor the progression of these requirements.

A summary of the major changes previously incorporated into each document is also provided below.

State Legislative Platform Updates

The "Key Issues" section has been updated to highlight the major initiatives that are anticipated to be covered in the legislative session, including shifting of the California Environmental Quality Act (CEQA) principles adopted by the Board to *Section IV, Energy, Air Quality & the Environment*. It is also anticipated that the distribution and collection of *Cap and Trade* funds will continue to be a significant discussion item as the program is scheduled to begin in 2015. The principles contained in this section have been consolidated and updated to reflect the current state of discussions for this program. Lastly, *Innovative Project Delivery* is also expected to remain as a key issue as some of the existing authorities are currently set to expire in the coming years. This section has been updated with that in mind and to ensure that local authority over any potential or existing revenue sources and project selection abilities are retained and protected.

Entity: CMA, COG, CTA, CTC, SAFE

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Section III, Goods Movement was updated to include support for future goods movement funding programs as long as the establishment of any program would not divert revenues away from other transportation programs.

Provisions were added to *Section IV, Energy, Air Quality & the Environment* to promote local project selection authority within the Active Transportation program and to partner with key stakeholders to seek relief from federal air quality standard timelines given the availability of technologies and funding.

A statement has been included in *Section V, Highways and Roads* to note that we are still monitoring and participating in discussions surrounding the eventual implementation of the California Transportation Infrastructure Priorities (CTIP) and State Smart Transportation Initiative (SSTI) reports.

Lastly, in *Section VI, Transit & Commuter Rail*, additional statements have been added to reflect continued concerns regarding SANBAG's planning, project selection, and funding authority over projects constructed and operated in San Bernardino County. Items have also been included to address state funding for commuter rail and working with affected stakeholders on bus axle weight standards.

Federal Legislative Platform Updates

In *Section I, Funding*, two provisions were added to reflect current discussions over the long-term sustainability of Highway Trust Fund revenues and the potential for new structures or revenues in the coming years.

Section II, Council of Governments was updated to reflect previous action by the SANBAG Board of Directors (Board) on federal mortgage guarantees and their impacts on the Property Assessed Clean Energy (PACE) program in San Bernardino County. A provision was also included to address previous Board action on guidelines for any creation of a National Recreation Area in San Bernardino County.

Following the release of the draft Primary Freight Network in 2014, a new item was included in *Section III, Goods Movement* to address gaps that were shown in the limited 27,000 mile network and to support the expansion of the network to fill the gaps and add other omitted segments in our region.

In *Section V, Energy, Air Quality & the Environment*, a provision was added to seek relief from federal air quality standard timelines given the availability of technologies and funding.

Lastly, in *Section VI, Transit & Commuter Rail*, language was added to support expanded uses for federal transit funds to potentially include operations funding in the future.

The Proposed Final 2015-2016 State and Federal Legislative Platforms are included as Attachments A and B, respectively.

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Financial Impact:

This item has no fiscal impact on the FY 2014/2015 SANBAG Budget,

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2014.

Responsible Staff:

Wendy Strack, Director of Legislative and Public Affairs

SANBAG 2015-2016 Federal Legislative Platform

The legislative platform serves as the basis to proactively engage in policy and legislative initiatives that will enable the San Bernardino Associated Governments (SANBAG) to deliver projects and programs that meet the needs of our region. This document also guides staff recommendations to the SANBAG Board of Directors on federal legislative, regulatory, and administrative matters that are anticipated to be addressed.

SANBAG will continue to partner with public and private sector entities to support common objectives in Washington DC and foster the unity of the Southern California region.

I. Funding

- a) Seek the highest level of federal transportation dollars to California and San Bernardino County for SANBAG projects and programs including, but not limited to: interstate highways; transit capital and operations in order to help to meet federal environmental goals; intercity commuter, and higher speed rail; goods movement; intelligent transportation systems and new technologies that maximize existing infrastructure; safety, maintenance, and operations funding for all modes; and regional airport ground access and development needs.
- b) Support extending and expanding the federal Surface Transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21).
- c) Support regional consensus building efforts for potential new funding strategies for transportation.
- d) Oppose efforts to eliminate or erode contract authority for the Highway Trust Fund without identifying a new dedicated, sustainable revenue source of an equal or greater amount.
- e) Support efforts to maintain the principle that transportation-based revenue should be reserved only for transportation purposes.
- f) Oppose any reduction in transportation programs in order to meet deficit reduction goals or fund other projects and programs. If funding is reduced, it should occur concurrently with reductions in federal regulatory and oversight provisions.
- g) Support the Transportation Infrastructure Finance and Innovation Act program which provides Federal credit assistance in the form of direct Treasury loans, loan guarantees, and lines of credit to finance highway, rail, and green energy projects of national and regional significance.
- h) Support Build America Bonds and America Fast Forward programs to help states and localities pursue needed capital for infrastructure.
- i) Advocate for the protection of current transportation revenues, additional flexibility for existing revenues, and an accelerated national investment in infrastructure.
- j) Support the implementation of MAP-21 at established funding levels with respect for the roles and responsibilities in existence in each region for project selection and discretion in allocation decisions. Additionally ensure that any extension of MAP-21 or any new reauthorization effort align programs with traditional roles and responsibilities for each region with respect to project selection and allocation decisions, as appropriate.
- k) Ensure that the streamlining provisions of MAP-21 are implemented in a timely manner and in a manner that provides the maximum benefits to project delivery schedules. Seek to include provisions in the next surface transportation bill to ensure that as MAP-21 rulemaking continues, a mechanism exists to evaluate the implementation efforts and suggest modifications as needed.

II. Council of Governments

- a) Support efforts for Council of Government development and funding.
- b) SANBAG will work with the Congressional delegation and local stakeholders to aggressively advocate for legislation, budget actions or proposals that transfer Ontario International Airport to local control in recognition of the benefits of its goods movement and passenger travel to San Bernardino County and the State of California.
- c) Support legislation and administrative actions that enable the implementation of the Property Assessed Clean Energy (PACE) program in San Bernardino County.
- d) Support the rescission of Federal Housing Financing Authority guidance regarding Fannie Mae and Freddie Mac's discontinuation of mortgage guarantees in order to grow and sustain the PACE program in San Bernardino County.
- e) Support initiatives, legislation, and regulatory actions that incentivize the attraction, retention, and growth of businesses and employment in San Bernardino County.
- f) Support efforts to ensure that any legislation creating a National Recreation Area (NRA) in the San Gabriel and San Bernardino Mountains and surrounding urban areas should include a governance structure with representatives from at least the impacted cities, as well as the County and/or the San Bernardino Associated Governments; the protection of existing land use authorities, private property rights, water rights, transportation needs, and ability to develop future infrastructure as needed; and fully evaluates the potential impacts of including any additional elements such as a Wilderness or Wild and Scenic designation before these new layers are included in legislation.

III. Goods Movement

- a) SANBAG will advocate for federal investment in goods movement infrastructure, and policies that properly recognize Southern California and San Bernardino County's role as the nation's premier containerized freight gateway.
- b) Support targeted funding for goods movement projects of national significance that are beyond the funding capacity of local and state transportation programs and budgets (e.g. dedicated exclusive clean truck lanes).
- c) Advocate that any federal goods movement program is funded at a level that is commensurate with national needs and ensure that such funds are protected from diversion for other uses through the designation of a trust fund.
- d) Ensure that revenues generated by any fee that is levied on freight be specifically designated to fund projects that mitigate congestion, air quality, and community impacts directly associated with the movement of freight, and a clear causal relationship should exist between the freight system on which fees are levied and the impacts to be mitigated.
- e) Ensure that revenue collected on freight be administered in partnership with local and regional elected officials and entities impacted by freight movement. SANBAG should be included in any governance structure dealing with revenue collected from freight moved through San Bernardino County.
- f) Support development of a national/regional freight movement plan with clearly defined ports and corridors and inland improvement needs to provide for timely, reliable freight transport, timely implementation of freight-related strategies needed for attainment of federal health-based air quality standards and mitigation of freight-related impacts in communities.
- g) Ensure that federal goods movement legislation imposes no unfunded mandates for administration or oversight regarding new revenue mechanisms and to retain control over project implementation at the local level.

- h) Support the expansion and update of the Primary Freight Network to allow for a fully connected system that accurately reflects the path and nature of goods movement travel in our region.
- i) Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. Barstow/Needles).
- j) Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.
- k) Participate in national dialogue on freight policy and its focus on improving the performance of the freight network and advocate for improving Southern California's freight strategy.
- l) As part of defining the national freight network, seek recognition of the unique network of parallel corridors in Southern California and recognize the entire corridor as part of the national network rather than focusing on centerlane miles of individual facilities.
- m) Support recognition of the importance of inland ports to overall goods movement systems as part of any investment plan.

IV. Project Delivery & Innovation

- a) Advocate for reforms that will accelerate project procurement, promote flexibility and innovation in financing, and respect local control.
- b) Support the expanded use of design-build project delivery for federally funded highway and surface transportation projects.
- c) Support the streamlining of federal reporting/monitoring requirements to reduce project delivery times without eliminating critical oversight mechanisms.
- d) Support authority for regional transportation entities to implement pricing measures on federal-aid highways if desired for that region.
- e) Support local options to privatize various aspects of transportation that would maximize available federal funding (e.g. P3s).
- f) Support measures that would provide regional flexibility in meeting the operational requirements for high occupancy vehicle lanes.
- g) Advocate for the implementation and further inclusion of recommendations for project streamlining initiatives as included in the Orange County Transportation Authority's Breaking Down Barriers report.
- h) Support the resolution of outstanding Buy America implementation issues to ensure that projects are able to move forward without unreasonable delays and cost increases.

V. Energy, Air Quality, & the Environment

- a) Advocate that any federal revenue generated from taxes or fees on energy products used for transportation are utilized for transportation purposes.
- b) Support utility planning and upgrades of electrical infrastructure to support fleet conversion and possible rail electrification programs.
- c) Monitor national Cap and Trade policies as they relate to infrastructure impacts.
- d) Monitor the use of National Environmental Policy Act (NEPA) oversight authority delegated to the California Department of Transportation to ensure that local and state projects are receiving equal benefits and reduced project review times.
- e) Protect funding sources for congestion relief and pollution reduction related to the transportation sector.

- f) Support efforts to secure funds to facilitate the conversion of public sector fleets to alternative fuels to meet local, state and federal fleet conversion mandates, and provide for the replacement of aging alternative fuel fleets.
- g) Support tax benefits and/or incentives for private sector transportation demand management programs and alternative fuel programs.
- h) Ensure that federal goods movement legislation considers and underscores federal responsibilities for facilitation of international trade and interstate commerce, and regulation of interstate commerce in ways consistent with attainment of federal air quality standards and NEPA.
- i) Support efforts to increase the amount and proportion of Congestion Mitigation and Air Quality (CMAQ) funds received by the State of California and ensure that the funds flow to county transportation commissions such as SANBAG for the appropriate South Coast and Mojave Desert Air Basin areas.
- j) Support streamlined environmental revisions that remove duplication of state and federal processes when state regulations and environmental protections exceed federal requirements.
- k) Participate in the development of livability and sustainability programs for the citizens of San Bernardino County.
- l) Oppose additional review and process requirements that delay projects and increase costs while achieving little to no additional environmental benefits.
- m) Monitor federal regulatory efforts to ensure that any new environmental requirements placed on local agencies are accompanied by the funding necessary for implementation.
- n) Support the postponement of federal air quality standard deadlines in the South Coast Basin in order to allow for a more realistic implementation timeframe given the current forecast of available technology and funding options.

VI. Transit & Commuter Rail

- a) Advocate for policies that keep our rail systems safe and increase federal investment in commuter rail services.
- b) Advocate that federal funding programs for Positive Train Control (PTC) and rail safety programs include eligibility to seek reimbursements for past expenditures on systems in operation.
- c) Ensure that various technologies for PTC are compatible across the nation.
- d) Advocate that the appropriate local or regional entity, such as SANBAG, be partners in on-going federal policy discussions to alter the liability cap for commuter rail accidents.
- e) Support legislation to change and/or exempt level boarding access requirements for existing commuter rail systems.
- f) Support policies that recognize the importance and fund commuter rail and transit connectivity to High Speed Rail.
- g) Support the inclusion of San Bernardino County projects in the New and Small Starts programs.
- h) Work to secure the greatest commuter tax benefits possible to incentivize the use of transit options.
- i) Expand eligible uses for federal transit funds to provide maximum flexibility to local agencies to fund capital and operations needs.

SANBAG 2015-2016 State Legislative Platform

The legislative platform serves as the basis to proactively engage in policy and legislative initiatives that will enable the San Bernardino Associated Governments (SANBAG) to deliver projects and programs that meet the needs of our region. This document also guides staff recommendations to the SANBAG Board of Directors on state legislative, regulatory, and administrative matters that are anticipated to be addressed in the coming legislative session.

SANBAG will collaborate with regional and statewide stakeholder groups to advance the legislative program including, but not limited to, the Southern California Consensus Group, Mobility 21, California Association of Councils of Governments, the Self-Help Counties Coalition, the California Transit Association, the Southern California Regional Rail Authority, and the High Desert Corridor Joint Powers Authority.

Key Issues

In the coming legislative session, SANBAG anticipates a number of key issues to be considered including initiatives related to Cap and Trade funding distributions and innovative project delivery mechanisms.

Cap and Trade

- a) Support the use of auction revenue from fuels to implement the AB 32 regulatory program and Sustainable Communities Strategies as required under SB 375 to reduce greenhouse gas (GHG) emissions from transportation allowing for local flexibility on project selection, considerations of the cost-effectiveness and technological feasibility, and promote innovation, collaboration, economic development and sustainability.
- b) Continue to advocate that project funding determinations be targeted at the regional, level reflecting each region's transportation funding structures under statewide criteria for evaluating GHG impacts.
- c) Support actions that assist local governments with meeting regional GHG reduction goals including, but not limited to, grants, incentive funding, and economic development tools that support transit oriented development.
- d) Support an implementation program that includes a performance-based approach to maximize regional flexibility with improved modeling and verification systems to ensure effective results.
- e) Advocate that the distribution of funds arising from transportation sources should fund a broad array of projects that are geographically balanced rather than focus exclusively on a single or limited set of specified projects.

Innovative Project Delivery

SANBAG will advocate that innovative financing opportunities remain available for county transportation commissions to leverage local dollars, accelerate construction and job creation, and provide mobility options for the traveling public.

- a) Support the consideration of public-private partnerships (P3s) in the development of transportation improvements.
- b) Work to ensure that existing innovative project delivery methods such as design-build, construction manager/general contractor, and other tools are available and effective for a broad variety of projects including highways, transit, and local streets and roads.

- c) Support measures that expand the use of design-build and P3s, with expanded flexibility, reduced multi-level approval and reporting requirements for projects that are largely locally funded or locally controlled, and an extended timeline for use of the authority.
- d) Advocate for reforms to ensure projects are delivered faster, with increased flexibility and better coordination.
- e) Support legislation and/or administrative reforms to enhance project delivery, including contracting out to the private sector, as appropriate.
- f) Oppose efforts to impose additional mandates, hurdles, and requirements, beyond those already in existence, on lead agencies using alternative project delivery mechanisms.
- g) Projects selected for alternative project delivery mechanisms should be based on locally driven alternatives and needs and should not require state approval when funded primarily with local funds.
- h) Support process and timeline improvements to reduce the overall state review time.
- i) Support efforts to ensure the streamlining provisions of MAP-21 are implemented in a timely manner and in a way that provides the maximum benefit to project delivery schedules.
- j) Oppose efforts to impose state requirements without the consent of the local agency for the expenditure of locally raised revenues, including Measure I and potential toll revenues.
- k) Oppose legislation that seeks to divert local revenues for state purposes.
- l) Support efforts to preserve local flexibility in the administration of toll facilities.
- m) Oppose any requirements to allow specific vehicle classes to have unrestricted access to carpool or toll facilities.

I. State/Local Fiscal Issues

- a) SANBAG will advocate for stable State funding, indexed for population growth, for transportation projects in San Bernardino County.
- b) Oppose unfunded mandates on local governments.
- c) Support priority state funding for projects supported by voter-approved transportation local sales tax measures.
- d) Support efforts to maintain and protect transportation and transit funding as approved under the gas tax swap and as protected under Proposition 22. Oppose the diversion of transportation revenues for non-transportation purposes.
- e) Oppose efforts to link existing transportation funding sources to the achievement of AB 32 objectives. Such priorities should be funded with new or enhanced funding sources rather than the reprioritization of existing, already oversubscribed sources.
- f) Support budget and California Transportation Commission allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program, State Highway Operation and Protection Program, bond programs, and the Measure I Expenditure Plan.
- g) Support the implementation of Moving Ahead for Progress in the 21st Century (MAP-21) in an equitable manner at established funding levels with respect for the roles and responsibilities in existence in each region guiding project selection and discretion in allocation decisions.
- h) Support retention of decision making, project selection, and funding authority at the county transportation commission level governing the use of all related funding sources.
- i) Oppose legislative or regulatory actions that rely on regional transportation agencies to raise revenue for transportation or planning purposes.
- j) Support legislation to provide funding for innovative, intelligent/advanced transportation, goods movement, demand management, active transportation, and air quality programs which relieve congestion, improve air quality, and enhance economic development.

- k) Oppose an unreasonable increase in the administrative fees levied by the Board of Equalization for the collection and administration of county transportation sales tax measures and seek relief if necessary.
- l) Support state policies that assure timely allocation of transportation revenue and allow for regions to advance projects with local funds as needed.
- m) Support legislation that will incentivize counties without a voter approved tax measure for transportation to become “self-help” counties and recognizes/rewards the investment in the state’s transportation system made by self-help counties.
- n) Support the resolution of outstanding Buy America implementation issues to ensure that projects are able to move forward without unreasonable delays and cost increases.

II. Council of Governments

- a) Support local control of the Ontario International Airport in recognition of the benefits of goods movement and passenger travel to San Bernardino County and the Inland Empire.
- b) Support efforts for Council of Government development and funding.
- c) Monitor legislation related to incentives for the development of affordable housing and transit-oriented developments
- d) Support legislative and regulatory actions that incentivize the attraction, retention, and growth of businesses and employment in San Bernardino County.

III. Goods Movement

- a) Support the development of the state freight plan, which recognizes the unique needs of San Bernardino County and its significant role in freight movement. The plan should not only recognize the economic benefits of the freight industry but should also include proposals to mitigate the associated congestion, air quality and community impacts and a recognition of the regions parallel transportation systems through a corridor based approach.
- b) Support legislation that reduces freight-related impacts to San Bernardino County, including a particular focus on impacts to disadvantaged communities.
- c) Ensure that goods movement project selection and prioritization authority is maintained at the local level.
- d) Monitor any state container fee legislation to ensure that San Bernardino County goods movement projects are funded and that San Pedro Bay Ports are not placed at a competitive disadvantage that would harm the overall Southern California economy.
- e) Oppose legislation that allows triple trailers in urbanized areas of San Bernardino County because of safety concerns, with the exception of border cities and/or bump stations, or dedicated truck lanes (e.g. Barstow/Needles).
- f) Support legislation to reduce road damage from heavy trucks by reduced axle loading rather than an exclusive focus on gross vehicle weight.
- g) Support recognition of the importance of San Bernardino County to the overall goods movement systems as part of any investment plan.
- h) Support freight-related funding programs similar to the Trade Corridor Improvement Fund, providing such a program would not divert funding from existing transportation programs.

IV. Energy, Air Quality & the Environment

- a) Support incentives to transition to alternative fuels and electric vehicles (EVs), including tax benefits and other incentives.
- b) Support cost effective and technologically feasible conversion and replacement of public transit fleets to alternative fuels and EVs.

- c) Support programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.
- d) Support Property Assessed Clean Energy (PACE) program financing.
- e) Support utility planning and upgrades to electrical infrastructure in support of fleet conversion and possible rail electrification programs.
- f) Monitor regional proposals aimed at Cap and Trade and its focus on infrastructure impacts.
- g) Support maximum regional project selection capabilities for Active Transportation Projects.
- h) Continue to support the independence of the Mobile Source Air Pollution Reduction Review Committee, and the protection of AB 2766 funding.
- i) Oppose legislative action that would reduce SANBAG's discretion in allocating Congestion Mitigation and Air Quality (CMAQ) funds.
- j) Work in partnership with the South Coast Air Quality Management District and the Mojave Desert Air Quality Management District to promote job creation and retention, protect the public health, and work to improve the overall quality of life for San Bernardino County residents.
- k) Support legislation to streamline the environmental review and project development process to avoid potentially duplicative and unnecessary steps, while maintaining critical environmental protections.
- l) Partner with key stakeholders to advocate for the postponement of federal air quality standard deadlines in the South Coast Basin in order to allow for a more realistic implementation timeframe given the current forecast of available technology and funding options.
- m) Support revisions to the California Environmental Quality Act (CEQA) that expedite project delivery while maintaining critical environmental protections.
- n) Support a review of existing state and federal environmental and planning laws to reduce unnecessary and duplicative provisions.
- o) Oppose additional CEQA review and process requirements that delay projects and increase costs while achieving little to no additional environmental benefits.
- p) Oppose provisions that allow the CEQA process to be used to achieve non-environmental goals or to slow or delay projects that otherwise meet adopted environmental standards and include required mitigation measures.

V. Highways & Roads

- a) Support current program funding for Freeway Service Patrol, ride-sharing and call boxes, consistent with the level of growth and utilization.
- b) Support equitable funding and resources for San Bernardino County freeway landscaping and maintenance.
- c) Monitor the use of National Environmental Policy Act oversight authority delegated to the California Department of Transportation to ensure that local and state projects are receiving equal benefits and reduced project review times.
- d) Participate in studies of market-based pricing measures to relieve traffic congestion, improve air quality and/or fund transportation alternatives.
- e) Encourage the new State Transportation Agency to develop a mechanism for reporting on the performance of the new agency and the quality of the state and local project delivery programs and services, particularly in light of new requirements to locally fund state services such as oversight, project initiation documents, and other items.
- f) Monitor the implementation of the California Transportation Infrastructure Priorities (CTIP) and State Smart Transportation Initiative (SSTI) programs. Oppose any efforts to shift local funding to interregional and statewide needs, the possible restructuring of the STIP allocation process to shift funds away from local agencies, and any efforts to impede or remove local flexibility and control over local revenues, and project selection/administration authority.

VI. Transit & Commuter Rail

- a) Advocate that transit operations continue to have a strong state funding role as a vital service that improves mobility and helps meet federal and state mandates.
- b) Oppose additional requirements for increased service levels unless they are agreed to by the transit operator or appropriately funded.
- c) Advocate for a safe, appropriately funded, and growing bus and rail system in Southern California with equitable distribution of funds and flexibility in the administration of the programs to meet the needs of each region.
- d) Support state funding for Positive Train Control.
- e) Support legislation and programs that facilitate (or remove obstacles to) transit oriented development near rail and bus rapid transit stations.
- f) Advocate for high speed, and higher speed, rail investment in San Bernardino County and connectivity with local and regional transit.
- g) Support increased funding for higher speed commuter rail and improved transit connectivity as feeder services for High Speed Rail (HSR).
- h) Assure a SANBAG role in the planning for HSR and advocate for the full evaluation of all viable routes serving San Bernardino County before a final alternative is chosen.
- i) Advocate priority for the L.A.-San Diego via the Inland Empire HSR route.
- j) Advocate to secure funding for the completion of all connectivity projects complementary to the development of HSR.
- k) Support incentives for ridesharing and/or reimbursement for transit passes.
- l) Support state funding for commuter rail operations.
- m) Support appropriate funding levels from state sources to support transit operations that help to achieve AB 32 and SB 375 goals. The state should also recognize that, absent a new source of state funding, agencies will be unable to fully fund the level of service required to meet those goals in the future.
- n) Oppose legislation that seeks to mandate that SANBAG fund or operate specific transportation projects in San Bernardino County.
- o) Advocate to preserve SANBAG's decision making authority over transportation projects that are constructed and operated in San Bernardino County.
- p) Oppose all efforts that threaten the viability of SANBAG's Measure I Transit Program by requiring uncontrolled expenditures on an individual project or group of projects.
- q) Ensure that planning efforts for major transit investments in San Bernardino County should be done by or in consultation with SANBAG.
- r) Work with stakeholders to update bus axle weight standards.

VII. General

- a) Oppose legislation that could threaten the timely delivery of projects in the Measure I Expenditure Plan or interferes with the authority to administer any Measure I programs and services.
- b) Oppose legislative and regulatory efforts to reduce SANBAG's ability to efficiently and effectively contract for goods and services, conduct business for the good of the organization, and limit or transfer risk or liability.
- c) Monitor changes to the Brown Act that relate to the use of new technologies for communication with the public and with members of the Board of Directors, as well as changes to legislation related to public records and information requests.

Minute Action

AGENDA ITEM: 6

Date: *November 5, 2014*

Subject:

State and Federal Legislative Update

Recommendation:

Receive and file the State and Federal Update.

Background:

State Update

SB 743 (Chapter 386, Statutes of 2013) called for the Governor's Office of Planning and Research (OPR) to establish criteria for determining the significance of transportation impacts of projects located within transit priority areas. These are defined as areas located within one-half mile of an existing or proposed major transit stop. This bill requires that the developed criteria promote the reduction of greenhouse gas emissions, development of multimodal transportation networks, and a diversity of land uses. These criteria may include, but are not limited to; vehicle miles traveled or trip generation.

OPR released "Updating Transportation Impacts Analysis in the CEQA Guidelines" (Preliminary Discussion Draft) in August 2014. This draft outlines a significant shift in how transportation projects will be evaluated under the California Environmental Quality Act (CEQA). Vehicle delay and congestion at intersections and on roadways, as described by level of service (LOS), will no longer be considered a significant impact under CEQA. LOS would still be allowed in the local planning process for general plans, zoning codes, and other associated programs.

Instead, the metrics used to evaluate a project's impact would focus on vehicle miles traveled (VMT). When determining whether there is a significant impact generated by a project, there are a number of items to consider. If the project results in VMT greater than the "regional average for the land use type" then the project may indicate a significant impact. Projects that could have less than significant transportation impacts include those that are located within one-half mile of a transit stop, those that result in a net decrease in VMT, and land use plans that are consistent with the sustainable communities strategy (SCS).

There are also provisions related to transportation projects and the concept of induced vehicle travel. Projects that increase roadway capacity or add a new roadway to the network should be analyzed to determine whether this additional capacity will induce additional trips or increase VMT. There are exceptions indicated for safety projects, grade separations, projects that improve transit operations, managed lanes (toll, high occupancy, or transit/freight only lanes), short auxiliary lanes, transportation projects that are consistent with an SCS, and those transportation projects (including bicycle/pedestrian projects) leading to a net decrease in VMT.

Entity: CMA, COG, CTA, CTC, SAFE

Although SB 743 focused primarily on the shift to VMT for transit priority areas, the bill further allows OPR to adopt guidelines applying these metrics statewide for all projects. In their proposed update, the guidelines recommend the immediate application for new projects located within one-half mile of a major transit stops or within a high quality transit corridor. Its broader application statewide to all projects is proposed to begin January 1, 2016.

SANBAG will submit a comment letter by the November 21, 2014 deadline outlining concerns with the following issues, in addition to other technical corrections and comments:

- The definition of “Regional Average” – the document contains references to the metropolitan planning organization area, the regional transportation plan area, and the regional transportation planning agency area for the purposes of determining the VMT regional average. In the SCAG region, the first two areas are potentially different data sets than the third. It is unclear whether the lead agency would be permitted to choose the data set and under what circumstances. Additionally, the SCAG region has specific provisions to allow for the preparation of sub-regional SCS’ and it is unclear how those sub-areas would be treated.
- Delay statewide implementation – given the timeline to develop the guidelines and enter into the formal rulemaking process, there will be insufficient time to evaluate the implementation effort for the transit priority/high quality transit corridor areas and determine whether changes are needed before the statewide application is instituted in 2016. SANBAG recommends the development of a pilot program which would generate data and case studies which could be used to properly evaluate these new tools and build credibility for this new metric. In order to sufficiently allow this pilot program process to unfold, the statewide implementation should be delayed.
- Availability of data – the guidelines propose to use trip length as part of the calculation to determine the VMT for a project. SANBAG questions whether there is sufficient data available to conduct such an analysis.
- Consistency with SB 375 (Chapter 728, Statutes of 2008) – since the passage of SB 375, which required the development of a Sustainable Communities Strategy in conjunction with the Regional Transportation Plan - the concept of being “consistent with SB 375” or “consistent with the SCS” has never been well defined. Is simply being contained within the adopted SCS for the region sufficient for determining a less than significant impact under CEQA for the purposes of this analysis?
- Interchanges – these projects can be more complex than the guidelines contemplate as a project that provides access to new development or improves connectivity can provide overall benefits and potential trip reduction.

Following the comment period, OPR is expected to revise its preliminary draft and submit a revised draft to the Natural Resources Agency. This would then begin a formal rulemaking process, which could entail additional public review and revisions. The rule would take effect following adoption by the Natural Resources Agency and certification by the Office of Administrative Law.

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Federal Update

In order to avoid another government shutdown with an election on the horizon, the House and Senate have both approved a Continuing Resolution to fund the federal government at current levels through December 11, 2014. The President is expected to sign the bill.

The House Transportation & Infrastructure Committee also recently released and approved H.R. 5449, the Passenger Rail Reform and Investment Act (PRRIA) of 2014. The bill proposes to make several changes to Amtrak's accounting and procurement processes to help states understand the cost structures they fund, leverage private sector resources, streamline environmental reviews, and restructure the funding arrangements between the Northeast Corridor and the rest of the system. The bill is not expected to be acted on until the spring.

The House and Senate are now in recess until after the November elections. Both are scheduled to return on November 12th.

Financial Impact:

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

Reviewed By:

This item was reviewed by the General Policy Committee on October 8, 2014.

Responsible Staff:

Wendy Strack, Director of Legislative and Public Affairs

Minute Action

AGENDA ITEM: 7

Date: November 5, 2014

Subject:

Construction Contract Contingency Increase and Consultant Contract Amendments for I-215 Corridor Project

Recommendation:

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

A. Approve increase in Allowances/Contingency for Contract No. C09196 with Skanska-Rados, A Joint Venture for the Interstate 215 Segments 1 and 2 from \$18,381,980.00 to \$21,981,980.00. The increase to be funded with \$2,300,000.00 of Regional Improvement Program (RIP) funds realized from Project Construction Management savings and \$1,300,000.00 of Federal Congestion Mitigation and Air Quality (CMAQ) funds and/or another Federal fund and/or Measure I 1990-Valley Fund-Major Projects fund if some of the Project costs are not eligible for CMAQ funds.

B. Approve Amendment No. 4 for Contract C06043 with Jacobs Project Management Co. for construction management services on the Interstate 215, 5th Street Overcrossing and Segments 1 and 2 reducing the total contract amount from \$31,519,722.00 to \$25,584,722.00.

C. Approve Amendment No. 4 for Contract C06045 with David Evans & Associates, Inc. for construction survey services on the Interstate 215, 5th Street Overcrossing and Segments 1 and 2 reducing the total contract amount from \$6,694,503.44 to \$4,794,503.44.

D. Approve Amendment No. 4 for Contract C09100 with AECOM Technical Services, Inc. for construction design support services on the Interstate 215 Segments 1 2 reducing the total contract amount from \$2,200,000.00 to \$1,900,000.00.

E. Approve Fiscal Year 2014/2015 Budget amendment to Task No. 0838 to add \$2,300,000.00 in Regional Improvement Program (RIP) funds for construction and \$1,300,000.00 in Federal Congestion Mitigation and Air Quality (CMAQ) funds for construction.

Background:

This item provides for a construction contract contingency increase and amendments to existing construction management, survey, and design support contracts associated with the Interstate 215 Corridor Project.

The \$650 million I-215 Corridor improvement project is nearing completion. Construction is complete for Segments 1 and 2, Rialto Avenue to Highland Avenue, and the close out process has begun. The construction remaining is landscaping. The overall corridor project enjoyed a lot of financial successes including obtaining Proposition 1B, Corridor Mobility Improvement Account (CMIA) funds of \$52 million, \$129 million in American Recovery and Reinvestment Act (ARRA) funds, \$40 million above SANBAG's allocation, and low construction bids.

Entity: CTA

The \$119 million dollars of excess funding from obtaining the Federal and State funds, and the construction bid savings allowed the I-215 Bi-County improvement project to be funded.

Recommendation A: As stated above, Segments 1 and 2 construction is complete and the close out process has begun. The construction contract C09196 was awarded on September 2, 2009, to Skanska-Rados, A Joint Venture (SRJV) for \$154,273,064.00, \$73 million below the engineer's estimate. With the award of the contract, the Board approved a total contingency with supplemental and agency furnished items of \$18,381,980.00.

Due to the complexity of this project and weather delays, the construction has spanned five years. The project had seven construction stages, 60 structures, and moved the whole freeway alignment up to 131 feet. The freeway had to be moved to the east to eliminate the fast lane on and off ramps. During the five years of construction some major changes occurred that were not anticipated when the contract was awarded.

The biggest change was the new requirement for the Storm Water Protection and Prevention Plan (SWPPP). The State Water Control Board adopted new requirements that were effective July 1, 2010, even if the project was already in construction. The changes utilized over \$3 million of the contingency, and there are claims of over \$400,000.00 due to this issue.

The second biggest change was additional traffic control and maintaining traffic through the construction site. Supplemental funds of \$340,000.00 were provided for additional traffic control and maintaining traffic in the project. However, to date over \$1,870,000.00 has been expended, requiring \$1,530,000.00 of contingency to be utilized. This increase in cost is due to the numerous construction stages noted above along with staging changes/modifications necessary to address interim conditions, requirements to continuously maintain traffic and detours during construction including tie-ins with the adjoining I-215 Segments 3 and 5 construction projects and their respective stages, additional detour signage, maintaining the HOV closures to the south and north of the project limits that were not usable until completion of this project, additional closures to maintain temporary minimum vertical clearances below the southbound State Route 259 connector, and additional traffic control to address safety and maintenance needs throughout the construction.

The third biggest change was the increase in the price of asphalt oil. The contract specifications require that the contractor be compensated for increases in this cost. While \$230,000.00 had been included in the contract for potential increases in the cost of oil, the actual increase was \$890,000.00 requiring \$660,000.00 of contingency to be utilized to fund this fluctuation in oil prices.

Even with the large contingency expenditures, the construction management team strived to complete the project within the funds allocated. But, as the project is closed out and the final costs are negotiated with the contractor, staff anticipates that additional contingency will be required. It should be noted, that the items being negotiated with the contractor were included in the scope of the project. The contractor believes that they are due additional compensation for such reasons as changed conditions, ambiguity in the plans or specifications, and changed requirements. The contractor has submitted claims exceeding \$5 million. In our initial negotiations with the contractor it appears that some of the requests are warranted. For these

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reasons, staff is requesting the contingency be increased by \$3,600,000.00 for a total contingency of \$21,981,980.00. With this increase in contingency, the total capital construction amount of the Skanska-Rados contract will be \$176,255,044.00. Of course, the final total construction amount will not be known until the claim negotiations are complete. Depending on the final outcome of the negotiations, a request for additional funds may be necessary.

The construction management for this project has realized savings of RIP funds. These savings will fund \$2.3 million of the requested contingency increase. Amending the construction management, surveying and design support contracts is the subject of Recommendations B, C, and D.

The remaining increase of \$1,300,000.00 is to be funded with CMAQ funds. Not all construction costs are eligible for CMAQ funds. If it is found that the full \$1,300,000.00 cannot be utilized, the difference will be funded with another Federal fund and/or Measure I 1990-Valley Fund-Major Projects.

Recommendations B, C and D: During the course of the project, efficiencies were found to minimize cost and reduce overall construction support cost by Jacobs Project Management Company, David Evans & Associates, and AECOM Technical Services. As the project is completed we are estimating savings in construction management services, construction survey and construction design support cost of \$8.15 million of which \$5.85 million has already been reallocated leaving \$2.3 million to help fund unanticipated cost increases associated with construction capital as noted above. The details of each of the construction support contracts and the recommended contract amendments follow.

Recommendation B: A contract with Jacob Civil Inc. (C06043) was entered into to provide construction management services.

Original Agreement

Approved: July 5, 2006

Amount: \$3,134,214.00; contingency \$156,711.00; total \$3,290,925.00

Scope: Construction Management Services for the I-215 5th Street Overcrossing ProjectAmendment 1

Approved: May 6, 2009

Amendment Amount: \$25,805,007.00; contingency \$2,423,790.00; total \$28,228,797.00.

New total contract amount: \$31,519,722.00

Scope: Added construction management services for I-215 Segments 1 and 2 Realignment and Widening Project; approved Contract assignment to and assumption by Jacobs Project Management Co.

Amendment 2

Approved: January 14, 2014

Amount: \$0.00

Scope: Time Extension

Amendment 3

Approved: August 20, 2014

Amount: \$0.00

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Scope: Time Extension

Amendment 4 (Proposed)

With the construction of this project complete the contract management services to complete the project have been determined. This recommended contract amendment will reduce the total contract amount to reflect this savings. Staff recommends approval of Amendment No. 4 for Contract C06043 with Jacobs Project Management Co. for construction management services on the Interstate 215 5th Street Overcrossing and Segments 1 and 2 Project reducing the total contract amount from \$31,519,722.00 to \$25,584,722.00.

Recommendation C: A contract with David Evans & Associates (C06045) was entered into to provide construction survey services.

Original Agreement

Approved: November 1, 2006

Amount: \$1,183,381.00; contingency \$118,338.00; total \$1,301,719.00

Scope: Construction survey services for the I-215 5th Street Overcrossing Project

Amendment 1

Approved: July 1, 2009

Amendment Amount: \$4,953,175.79; contingency \$439,608.65; total \$5,392,784.44

New Total contract amount: \$6,694,503.44

Scope: Added construction survey services for I-215 Segments 1 and 2 Realignment and Widening Project

Amendment 2

Approved: January 8, 2014

Amount: \$0

Scope: Time Extension Only

Amendment 3

Approved: September 16, 2014

Amount: \$0

Scope: Time Extension Only

Amendment 4 (Proposed)

With the construction of this project complete the contract survey services to complete the project have been determined. The recommended contract amendment will reduce the total contract amount to reflect this savings. Staff recommends approval of Amendment No. 4 for Contract C06045 with David Evans & Associates for construction survey services on the Interstate 215 5th Street Overcrossing and Segments 1 and 2 Project reducing the total contract amount from \$6,694,503.44 to \$4,794,503.44.

Recommendation D: A contract with AECOM Technical Services Inc. (formerly DMJM+Harris, Inc.) (C09100) was entered into to provide design construction support services.

Original Agreement

Approved: December 3, 2008

Amount: \$400,000.00

Scope: Design support services through construction for the I-215 Segments 1 and 2 Realignment and Widening Project

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Amendment 1

Approved: September 1, 2010

Amendment Amount: \$1,650,000.00; Contingency \$150,000.00 total \$1,800,000.00

Total contract amount: \$2,200,000.00

Scope: Design support services through construction for the I-215 Segments 1 and 2 Realignment and Widening Project; approved Contract assignment to and assumption by AECOM Technical Services, Inc.

Amendment 2

Approved: December 3, 2013

Amendment Amount: \$0

Scope: Time Extension Only

Amendment 3

Approved: August 20, 2014

Amendment Amount: \$0

Scope: Time Extension Only

Amendment 4 (Proposed)

With the construction of this project complete the design construction services to complete the project have been determined. The recommended contract amendment will reduce the total contract amount to reflect this savings. Staff recommends approval of Amendment No. 4 for Contract C09100 with AECOM Technical Services Inc. for construction design support services on the Interstate 215 Segments 1 and 2 reducing the total contract amount from \$2,200,000.00 to \$1,900,000.00.

Staff recommends the approval of the four recommendations above.

Recommendation E: Staff is requesting a budget amendment to the Fiscal Year 2014/2015 Budget for Task No. 0838 to add \$2,300,000.00 in Regional Improvement Program (RIP) funds for construction and \$1,300,000 in Federal Congestion Mitigation and Air Quality (CMAQ) funds for construction.

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget in task 0838. A budget amendment is requested as part of this agenda item to add \$2,300,000 in Regional Improvement Program (RIP) funds and \$1,300,000 in Congestion Mitigation and Air Quality (CMAQ) funds for construction in this task.

Reviewed By:

This item was reviewed and recommended for approval (15-0-1; Abstained: Tahan) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on October 9, 2014. SANBAG General Counsel and Procurement Manager have reviewed this item and the amendments as to form.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

I-215 Seg 1 & 2 Project - Executed Change Orders		
Number	Description	Amount
001	Traffic Control	\$100,000.00
001-S1	Traffic Control – Additional Funds	\$100,000.00
001-S2	Traffic Control – Additional Funds	\$150,000.00
001-S3	Traffic Control – Additional Funds	\$100,000.00
001-S4	Traffic Control – Additional Funds	\$125,000.00
001-S5	Traffic Control – Additional Funds	\$250,000.00
001-S6	Traffic Control – Additional Funds	\$205,000.00
002	Establish a DRB	\$35,000.00
002-S1	Establish a DRB – Additional Funds	\$913.78
002-S2	Establish a DRB – Additional Funds	\$187.50
003	Establish a Partnering Training Workshop	\$50,000.00
004	HMA Price Fluctuation Adjustment of Compensation	\$230,000.00
004-S1	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$100,000.00
004-S2	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$300,000.00
004-S3	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$210,000.00
004-S4	HMA Price Fluctuation Adjustment of Compensation – Additional Funds	\$50,000.00
005	Maintain Existing Electrical	\$50,000.00
005-S1	Maintain Existing Electrical – Additional Funds	\$50,000.00
005-S2	Maintain Existing Electrical – Additional Funds	\$75,000.00
005-S3	Maintain Existing Electrical – Additional Funds	\$24,000.00
005-S4	Maintain Existing Electrical – Additional Funds	\$95,000.00
005-S5	Maintain Existing Electrical – Additional Funds	\$145,000.00
006	Soundwall Block Detail Revision	\$0.00
007	Architectural Treatment Test Panel Size Revision	\$0.00
008	Just-In-Time Training for PCC Pavement and Paving Techniques	\$6,000.00
009	SWPPP Maintenance	\$100,000.00
009-S1	SWPPP Maintenance – Additional Funds	\$950,000.00
009-S2	SWPPP Maintenance – Additional Funds	\$395,000.00
009-S3	SWPPP Maintenance – Additional Funds	\$250,000.00
010	Utility Potholing	\$10,000.00
010-S1	Utility Potholing – Additional Funds	\$10,000.00
010-S2	Utility Potholing – Additional Funds	\$10,000.00
010-S3	Utility Potholing – Additional Funds	\$10,000.00
010-S4	Utility Potholing – Additional Funds	\$20,000.00
011	Buried Man-Made Object	\$20,000.00
011-S1	Buried Man-Made Object – Additional Funds	\$30,000.00
011-S2	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S3	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S4	Buried Man-Made Object – Additional Funds	\$49,000.00
011-S5	Buried Man-Made Object – Additional Funds	\$50,000.00
011-S6	Buried Man-Made Object – Additional Funds	\$95,000.00
012	Provide Access Control Fence	\$50,000.00
014	Optional Steel Pipe Pile Specification	\$0.00
015	Modify 13 th Street Off Ramp	\$83,325.00
016	Change to Precast Girders at Redlands Loop	\$0.00
017	Temporary Fiber Optic	\$12,605.00

Attachment: I-215 Seg 12 Change Order Log for Agenda Item -Exhibit A (1399 : I-215 Corridor Contingency Increase/A&E Amendments)

018	Repair Roadway	\$25,000.00
018-S1	Repair Roadway – Additional Funds	\$25,000.00
018-S2	Repair Roadway – Additional Funds	\$50,000.00
018-S3	Repair Roadway – Additional Funds	\$50,000.00
018-S4	Repair Roadway – Additional Funds	\$100,000.00
018-S5	Repair Roadway – Additional Funds	\$125,000.00
018-S6	Repair Roadway – Additional Funds	\$100,000.00
018-S7	Repair Roadway – Additional Funds	\$59,608.04
019	Change Sound Wall Pile Steel to No. 3 Rebar	\$0.00
020	Realign DS #6	\$2,398.00
021	Shear Ring Alternate Welding Method	\$0.00
022	Temporary Chain Link Fence at Verizon Yard	\$9,500.00
023	Revise DS #20	\$9,239.00
024	Change Traffic Opening at 9 th Street	\$0.00
025	Revise RW106W & DS #8, 13 & 100	\$15,390.02
026	1200mm Casing for 600mm Jacked Pipe DS #8 & 14	\$0.00
027	Change Traffic Opening at Baseline St OC	\$0.00
028	Rialto Top Deck Reinforcement	\$0.00
029	Tie-In DS #10-0 to Segment 3	\$80,000.00
029-S1	Tie-In DS #10-0 to Segment 3 – Time Deferment Closure	\$0.00
029-S2	Tie-In DS #10-0 to Segment 3 – Additional Funds	\$28,345.54
030	Modify Overhead Sign ‘H’ Values	\$13,258.64
030-S1	Sign ‘B’ New Foundation	\$51,297.29
031	Change Bearing Pad Thickness at 5 th / 215 SB On Ramp	\$0.00
032	ROW Delay DS #100 2 nd Street	\$10,000.00
033	Modify DS #101 and 102 W of 9 th Seg. 2	\$63,758.60
033-S1	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$35,000.00
033-S2	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$52,501.94
033-S3	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$25,000.00
033-S4	Modify DS #101 and 102 W of 9 th Seg. 2 – Additional Funds	\$30,000.00
034	Modify DS #19 Seg. 2	\$60,000.00
034-S1	Modify DS #17 & #19 Seg. 2	\$51,453.50
034-S2	Modify DS #17 & #19 Seg. 2 – Additional Funds	\$95,000.00
034-S3	Modify DS-17 & DS-18, Seg. 2, Add'l Funds	\$16,007.92
035	Change Incandescent ‘Meter On’ Signs	\$2,547.55
036	Strengthen Outside Shoulder	\$32,078.00
039	Credit for Traffic Screen	(\$35,715.00)
040	Inlet guards	\$12,455.00
041	Relocate Fiber Optic Conduit at Redlands Loop	\$0.00
042	SB I-215 Detour North of 16 th Street	\$152,770.00
042-S1	SB I-215 Detour North of 16 th Street – Additional Funds	\$50,000.00
042-S2	SB I-215 Detour North of 16 th Street – Additional Funds	\$27,000.00
043	Revise Retaining Wall 242B, Add 242C	\$112,324.75
044	Third Street Train Mural	\$4,925.49
045	Right of Way Delay for DS #100 at 3 rd St Power Pole	\$4,182.99
047	Baseline Abutment 1 Right of Way Delays Due to BNSF Cables	\$55,000.00
047-S1	Baseline Mitigation of Critical Path Delay	\$60,000.00
048	Revise Structural Section 8 & 13	\$19,470.00

049	Frame Roadside Signs	\$3,066.90
049-S1	Additional Framed Signs	\$1,482.69
050	Change the Sta. for Abut. 1 & 7 16 th St	\$0.00
051	TCE at ARCO Station at Baseline & H St	\$0.00
052	Changes to Special Provisions for CIDH Payment Clause	\$0.00
053	Service Conduits for SCE Service Connections	\$23,218.32
054	Revise Vertical Drop Connection	\$0.00
055	Clean Out Storm Drain at 9 th Street	\$4,200.00
056	Revise DS #4, 6 & 84	\$5,841.20
057	Graffiti Removal	\$20,000.00
057-S1	Graffiti Removal – Additional Funds	\$50,000.00
057-S2	Graffiti Removal – Additional Funds	\$25,000.00
057-S3	Graffiti Removal – Additional Funds	\$75,000.00
058	Salvage Vehicle Detection System	\$15,000.00
059	Reduce ADL Quantity Bid Item 70 & 71	\$0.00
060	3 rd Street Bridge Temp Retaining Wall Structure Backfill	\$25,000.00
061	Additional Drainage Inlet at 3 rd Street	\$8,500.00
062	New SWPP Permit Requirements	\$160,665.00
062-S1	New NPDES Permit – Order No. 2009-0009-DWG	\$574,911.32
062-S2	New NPDES Permit – Order No. 2009-0009-DWG	\$55,024.95
062-S3	New NPDES Permit – order No. 2009-0009-DWQ, Add'l Funds	\$332,960.00
063	Additional Bracing for Falsework Bent 2-5 at Baseline St OC/OH	\$15,000.00
064	Right of Way Obligations	\$25,000.00
064-S1	Right of Way Obligations – Additional Funds	\$25,000.00
064-S2	Right of Way Obligations – Additional Funds	\$49,000.00
064-S3	Right of Way Obligations – Additional Funds	\$86,000.00
064-S4	Right of Way Obligations – Additional Funds	\$150,000.00
064-S5	Right of Way Obligations – Additional Funds	\$150,000.00
064-S6	Right of Way Obligations – Additional Funds	\$150,000.00
065	Remove Existing Storm Drain 62A	\$6,500.00
066	Repair Deck Opening and Joint on Redlands Loop and Rialto Bridges	\$90,105.80
067	5 th Street SB Off Ramp Acceleration	\$50,000.00
068	Modify Drainage Systems	\$100,000.00
068-S1	Modify Drainage Systems – Additional Funds	\$90,000.00
068-S2	Modify Drainage Systems – Additional Funds	\$85,000.00
068-S3	Modify Drainage Systems – Additional Funds	\$250,000.00
068-S4	Modify Drainage Systems – Additional Funds	\$120,000.00
068-S5	Modify Drainage Systems – Additional Funds	\$60,000.00
068-S6	Modify Drainage Systems – Additional Funds	\$50,000.00
069	Stage Construction 4 th Through 6 th	\$95,000.00
069-S1	Stage Construction 4 th Through 6 th – Additional Funds	\$50,000.00
069-S2	Stage Construction 4th Through 6th – Additional Funds	\$40,625.22
070	Temporary Paving Under 259	\$145,927.00
071	Repair Fiber Optic Cable at 3 rd Street	\$22,000.00
072	Move Gore North for 215/259	\$40,000.00
073	Alignment and Temporary Paving Change Sta. 118 to Sta. 121 Median	\$0.00
074	Move SCE Connection at 5 th Street	\$30,394.56
075	Modify DS #115 at 16t Street and H Street	\$11,530.90

076	Delete Shiner on Retaining Walls, Seg. 1	\$0.00
077	Modify Drainage Systems G1 to G2 Types	\$38,334.30
078	Settlement of NOPC No. 1 – Pump House at 6 th Street	\$18,890.32
079	Revised Staging NB 2 nd Street Off Ramp – 2 nd Lane Addition	\$25,000.00
079-S1	Revised Staging NB 2nd St Off Ramp	\$3,059.13
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$39,480.00
083	Revised SCE Connection Points	\$5,358.47
083-S1	Revised SCE Connection Points – Addition of Trenton Street	\$10,646.65
084	Restage North End of Project & Temporary SB 3 rd Street Off Ramp	\$1,630,850.00
084-S1	Restage North End of Project & Temporary SB 3 rd Street Off Ramp – Additional Funds	\$75,000.00
084-S2	Additional Funds for the BAS Rental Property	\$1,343.54
085	Revise DS #38 Callouts	\$0.00
086	Chain Link Railing Fabric Color Change	\$64,003.59
087	Sidewalk Joint Armor at 9 th Street and Baseline Street OC/OH	\$25,000.00
088	Remove Contaminated Material at RW136	\$50,000.00
089	CIDH Pile Changes S259/S215 Connector	\$75,212.00
090	Electrical Changes 2 nd & I Street and 9 th & H Street	\$9,499.90
091	SB Transition Segment 5 into Segment 2	\$75,000.00
091-S1	SB Transition Segment 5 into Segment 2 – Additional Funds	\$60,000.00
092	Premium Time for Baseline and H Street Intersection	\$25,000.00
093	Relocate Signal at SE Corner of 2 nd St and SB On Ramp	\$18,350.00
094	Settlement of NOPC No. 3 – Temporary Power Poles (2 nd & 3 rd St)	\$34,345.28
095	Revised Deck Contours for 5 th St to S215 On Ramp	\$0.00
096	NB Transition Segment 2 into Segment 5	\$80,145.00
097	Modify Bioswale No. 3, Seg. 2	\$14,732.00
098	Eliminate BI# 184 Prepare and Paint Concrete Median Barrier Surfaces	(\$65,590.00)
099	DS #100 Verizon Utility Conflict	\$24,000.00
099-S1	DS #100 Verizon Utility Conflict – Additional Funds	\$86,394.57
100	Expansion Deflection Couplers at Baseline	\$2,415.35
101	Remove PCCP at South End of Project	\$85,000.00
102	Eliminate Bid Item No. 143 – Anti-Graffiti Coating	(\$262,800.00)
103	Traffic Signal Modification at 5 th St Ramps	\$9,375.31
104	Add CTPB Under Approach Slab Type R at Redlands Loop Widen and Rialto Ave Widen	\$88,330.56
105	Changes to Moment Barrier Slab Wall 117W	\$77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$80,476.97
107	Sound Wall No. 1 Extension	\$144,330.00
107-S1	Settlement of NOPC No. 18 – Addition of Sound Wall No. 122	\$50,000.00
108	Underdrain at Wall 116W	\$40,540.00
109	Move SE-22 Crossing North for 5 th St SB Off Ramp	\$9,438.14
109-S1	Power for Service SE-19 for Luminaires 32, 34, 35	\$15,346.41
110	Column Casing Specification Changes	\$0.00
111	Contour Grading at 5 th St and BNSF Rail Road	\$30,000.00
111-S1	Contour Grading at 5 th St and BNSF Rail Road – Additional Funds	\$20,000.00
111-S2	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF ROW	\$40,000.00
112	Install Type ‘D’ Bike Loops	\$16,925.08

113	Transition Barrier Between 5 th St & S215/5ht St Off Ramp to Match Existing Bridge	\$10,000.00
113-S1	Retaining Wall 128 Transition Barrier Type 732A	\$10,000.00
114	SB Baseline On and Off Ramp Isolation Casing Revisions	\$18,848.42
115	Alternative Anchorage Bridge Mounted Signs	\$0.00
116	Intentionally Roughening the Bridge Stems	\$0.00
117	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets	\$5,000.00
117-S1	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$5,000.00
117-S2	Modify the 732 Concrete Barriers at DS #8 & 11 Inlets – Additional Funds	\$10,000.00
118	Soffit Lighting Layout Changes at 2 nd & 3 rd St Bridges	\$7,916.33
119	Change to Deck Drain Layout at 5 th St to S215 On Ramp	\$15,000.00
120	Modify and Upgrade Communications System	\$64,836.00
121	Pull Box Anti-Theft Installation	\$40,000.00
121-S1	Pull Box Anti-Theft Installation – Additional Funds for Caltrans Pull Boxes	\$95,000.00
121-S2	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$10,000.00
121-S3	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$50,000.00
121-S4	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$100,000.00
122	Settlement of NOPC No. 8 – Storm Damage Repair	\$120,000.00
123	Relocate SE-09, Add PPB, Revise Highland Ramp Lighting Connection	\$27,863.48
124	Temporary Paving for NB 2 nd St Off Ramp	\$30,000.00
124-S1	Temporary Paving for NB 2 nd St Off Ramp – Additional Funds	\$15,000.00
125	Clearing & Grubbing Not Shown on Plans	\$40,000.00
126	Baseline Street Lighting	\$766.32
127	Replace Damaged Existing PCCP Slabs	\$80,000.00
127-S1	Replace Damaged Existing PCCP Slabs – Additional Funds	\$40,000.00
128	Drainage at Retaining Wall 242A	\$69,122.75
128-S1	Drainage at Retaining Wall 242A	\$16,108.25
129	Polyester Concrete Overlay at Rialto Ave Bridge	\$194,000.45
129-S1	Polyester Concrete Overlay at Rialto Ave Bridge, Add'l Funds	\$63,250.00
130	Slope Paving at 16 th Street	\$17,118.80
131	Settlement of NOPC No. 7 – Settlement Embankment	
132	Settlement of NOPC No. 9 – Importing of K-Rail Compensation Denied	\$24,000.00
133	Settlement of NOPC No. 14 – Rejection of Additional Costs Due to Redesign of RW242B	\$125,000.00
134	Stage 2B Phase 2 Northbound Transition	\$106,387.57
134-S1	Stage 2B Phase 2 Northbound Transition – Additional Funds	\$18,968.36
135	City Work at Baseline Street	\$25,000.00
136	Adjustment of Temporary Construction Entrances	\$106,000.00
136-S1	Adjustment of Temporary Construction Entrances – Additional Funds	\$77,000.00
136-S2	Adjustment of Temporary Construction Entrances – Additional Funds	\$42,000.00
137	Ramp Metering System Loop Detection Changes	\$19,325.87
138	Pillow Wall Removal at Baseline	\$18,180.00
139	Drainage Changes at DS #72, Add DS #151 at SR259, Seg. 2	\$44,353.00
140	Concrete Rubble at RW137 – Settlement of NOPC No. 13	\$31,921.00
141	Temporary Bracing for 3 rd Street OC	\$10,000.00
142	Sound Wall No. 126C Barrier Texture	\$4,492.00
142-S1	Add Te4xture to Concrete Barrier Type 736S at SW126A	\$11,823.00
143	Temporary Concrete Barrier at 2 nd Street	\$68,000.00

144	Settlement of NOPC No. 16 – P30 End Anchors and Transition Slabs	\$65,247.50
145	Sound Wall No. 126C Alignment Change	\$20,000.00
146	Settlement of NOPC No. 10 – Baseline Street	\$137,000.00
147	Removal of Underground Storage Tank at RW109E	\$30,000.00
148	Northbound Transition Stage 3B on ‘P’ Line	\$89,013.99
148-S1	Northbound Transition Stage 3B on ‘P’ Line, Adjustment of Compensation	\$2,192.49
149	BI# 16 Construction Area Signs	(\$33,120.00)
150	Roadside Signs	
151	Temporary Sign Panel Overlay NB BMS 9 th & Baseline	\$13,200.00
152	Removal of Asbestos Pipe – Baseline St to SB215 On Ramp	\$15,000.00
153	Revisions to Bridge Mounted Signs at 9 th & Baseline St	\$228,957.75
154	Revisions to ‘SFR’ and 3 rd Street	\$24,330.00
154-S1	Modify Signalization of ‘SFR’ and 3 rd Street	\$5,291.84
155	Replace ‘REACT’ Crash Cushion with Concrete Barrier at ‘5SE’	
156	Install Chain Link Fence on Sound Wall at 9 th Street	\$9,250.00
157	16 th Street Bent Cap Reinforcement PT Conflict	\$21,066.00
157-S1	16 th Street Bent Cap Steel, Bents 2, 3, 4 & 5	\$30,000.00
158	Drainage Modifications at ‘5SE’ Line	\$99,000.00
158-S1	“5SE” Gore Modification	\$20,000.00
158-S2	‘5SE’ Gore Modification, Add’l Funds	\$30,000.00
159	Modify DS #8(qq) Inlet	\$5,461.40
160	Modify Barrier at Retaining Wall 108E	\$20,000.00
161	Irrigation Crossover at NB Highland Ave Off Ramp	\$24,000.00
162	Eliminate Jacking for 2 nd St UC & 3 rd St UC for Stage 3B	(\$10,000.00)
163	City Water Meter Change and Adjustment of Compensation	(\$145,985.05)
163-S1	Cost Adjustment to 40mm Water Meters	\$7,890.00
163-S2	Delete Two Water Meters and BPA	(\$52,750.00)
164	Modify DS #71(a)	\$2,775.15
165	Modify DS #103	\$13,203.00
166	Settlement of NOPC NO. 17 – Overhead Power Lines	\$63,000.00
167	Settlement of NOPC No. 21 – Pinning of K-Rails	\$30,000.00
168	Inefficiencies Due to OH Power Lines at SB Baseline On Ramp	\$10,000.00
169	Delete Bid Item 183 – Clean and Paint Structural Steel	(\$12,000.00)
170	Export Soil with Rubble to 13 th St & H Street Site	\$45,000.00
170-S1	Export Soil from Old 13th St Ramp Off Site	\$60,000.00
171	Revise 3 rd St Abutment 2 Footing	\$10,118.00
171-S1	Revise 3rd St Abut. 2 Footing, Time Deferment Closure	\$0.00
172	Settlement of NOPC No. 23 – Differing Site Conditions at Redlands Loop	\$15,531.00
173	Additional Soffit Lighting at 2 nd Street Bridge	\$11,519.59
174	Settlement of NOPC No. 22 – Temporary Lighting	\$20,000.00
175	Hubbard State ROW Adjustment	\$10,008.00
175-S1	Concrete Barrier Right of ‘P’ Line	\$75,000.00
175-S2	Time Deferment, 3 days	\$0.00
176	Delete Type 60G Barrier in Seg. 1	(\$7,000.00)
177	Paint Sound Wall Cover Plates After Galvanizing	\$2,672.13
177-S1	Paint Sound Wall Cover Plates After Galvanizing, Time Deferment	\$0.00
178	Railing at ‘P’ Line and ‘R’ Line	\$35,660.00
178-S1	Railing at ‘P’ Line and ‘R’ Line, Add’l Funds	\$3,483.84

179	Strengthen Concrete Barrier Rail on '3NO' Line	\$18,698.00
179-S1	Strengthen Concrete Barrier Rail on '3NO' Line, Time Deferment	\$0.00
180	Drainage Improvements at 3 rd St and '3SE' Line	\$15,000.00
180-S1	Drainage Improvements at 3rd St and '3SE' Line, Add'l Funds	\$10,000.00
181	New Sign Panels on Existing Sign Structures at 5 th St OC	\$15,000.00
182	Additional 60E Median Concrete Barrier	\$11,808.00
182-S1	Additional 60E median Concrete Barrier, Time Deferment	\$0.00
183	Location Change for Sign 'H' Seg. 1	\$0.00
184	Sound Wall 134 Alignment Change	(\$16,635.60)
185	Settlement of NOPC No. 12 Track Monitoring at RW137	\$91,041.00
186	Payment for Barrier Mounted Signs	\$149,903.59
187	Adjust Overhead Sign 'Q' at Baseline	\$45,000.00
188	Block Out Around MBGR Posts per New Standard	\$30,000.00
188-S1	Blockout Around MBGR Posts Per New Standard, Add'l Funds	\$70,000.00
189	SR259 Median Removal and Tie-In	\$45,000.00
189-S1	SR259 Median Removal and Tie-in, Add'l Funds	\$14,333.28
190	Eliminate BI# 110 Grind Existing Concrete Pavement	(\$85,080.00)
191	Seal Joints in Existing Concrete Pavement	\$30,000.00
193	Payment for Fence, Barrier Surface, Sound Wall Mounted Signs	\$34,339.00
193-S1	Payment for Laminated Box Beam Sign 2-20-5 & 6	\$28,469.48
194	Modifications to Existing Electrical Systems due to Contract Work	
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$15,000.00
195-S1	Add'l Drainage Inlet Type G2 at Sta. 133+45, Time Extension	\$0.00
196	Spandrel, Curb & Gutter N. Side of 9th & J Street	\$15,000.00
197	ADA Requirements for Curb Ramps	\$30,000.00
198	Delete Slope Paving at 16th St Bridge, Abut 7	
199	SR-259 Cross Sections	\$ 5,000.00
200	Adjust Bid Item 49 – Adjust Water Valves to Grade	(\$3,850.11)
201	Adjust Final Pay Items 137 & 216	\$20,506.90
202	Adjust Bid item No. 53 – Remove Concrete Barrier (Type K)	\$267.75
203	Adjust Bid item No. 9 – Temporary Concrete Washout	\$12,812.50
204	Adjust Bid Item No. 50 – Adjust Sewer Manhole	\$3,205.03
205	Adjust Bid Item No. 246 – Concrete Barrier (Type 60E)	\$32,011.20
206	HMA QC/QA Incentive Adjustment	\$135,114.79
207	Increase Bid Item No. 8 – Temporary Gravel Bag Berm	\$34,065.60
208	Adjust Bid Item No. 46 – Remove Base & Surfacing	(\$85,031.34)
	TOTAL	\$15,024,867.03



CONTRACT SUMMARY SHEET

Contract No. C 09196 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and Skanska-Rados, A Joint Venture

Contract Description I-215 Segments 1 and 2 Construction

Board of Director's Meeting Date: 11/5/14
Overview of BOD Action: Approve increase in contingency amount
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	154,273,064.00	Original Contingency Amount	\$	18,381,980.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	154,273,064.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	18,381,980.00
Current Amendment Amount	\$	0.00	Contingency Amendment	\$	3,600,000.00
TOTAL CONTRACT VALUE	\$	154,273,064.00	TOTAL CONTINGENCY VALUE	\$	21,981,980.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 176,255,044.00

Contract Start Date 9/2/09 **Current Contract Expiration Date** 12/31/13 **Revised Contract Expiration Date** 3/31/15
 Has the contract term been amended? No Yes - please explain.
 This is a construction contract so no formal end date in contract. Revised date is current completion.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. _____.
 A Budget Amendment is required.
 How are we funding current FY? RIP, CMAQ, and PNRS

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 Various Federal, State, and Local funds including Measure I
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % 10.
 Disadvantaged Business Enterprise (DBE) Goal _____ %

<u>Mike Barnum</u> Project Manager (Print Name)	<u>[Signature]</u> Signature	<u>9/24/14</u> Date
<u>GARRY CONO</u> Task Manager (Print Name)	<u>[Signature]</u> Signature	<u>9-25-14</u> Date
<u>Andrea Zureick</u> Dir. of Fund Admin. & Programming (Print Name)	<u>[Signature]</u> Signature	<u>9-26-14</u> Date
<u>[Signature]</u> Contract Administrator (Print Name)	<u>[Signature]</u> Signature	<u>9/30/14</u> Date
<u>William Stawarski</u> Chief Financial Officer (Print Name)	<u>[Signature]</u> Signature	<u>10/2/14</u> Date



CONTRACT SUMMARY SHEET

Contract No. C 06043 Amendment No. 04

By and Between

San Bernardino Associated Governments and Jacobs Project Management Co.

Contract Description Construction Management Services I- 215 5th Street Overcrossing and Segment 1 & 2 Construction

Board of Director's Meeting Date: 11/5/14
Overview of BOD Action: Reduce the total contract by \$5,935,000.00 and reduce the contingency to \$0 for a total contract value of \$25,584,722.00

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	3,134,214.00	Original Contingency Amount	\$	156,711.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	28,939,221	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	2,580,501.00
Current Amendment Amount	\$	(3,354,499.00)	Contingency Amendment	\$	(2,580,501.00)
TOTAL CONTRACT VALUE	\$	25,584,722.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					25,584,722.00

Contract Start Date 07/05/2006	Current Contract Expiration Date 3/30/15	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0838.
 A Budget Amendment is required.

How are we funding current FY? Regional Improvement Funds

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate %

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Barrum
Project Manager (Mike Barrum)

Garry Cohoe
Task Manager (Garry Cohoe)

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

Jeffery Hill
Contract Administrator (Print Name)

William Stawarski
Chief Financial Officer (Print Name)

[Signature] 9/24/14
Signature Date

[Signature] 9-25-14
Signature Date

[Signature] 9-26-14
Signature Date

[Signature] 9/30/14
Signature Date

[Signature] 10/2/14
Signature Date

AMENDMENT NO. 4 TO**CONTRACT NO. C06043****BY AND BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN
BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

AND

JACOBS PROJECT MANAGEMENT CO.

FOR

**CONSTRUCTION MANAGEMENT SERVICES FOR I-215 5TH STREET OVERCROSSING
AND SEGMENTS 1 AND 2 PROJECT**

This AMENDMENT No. 4 to CONTRACT No. C06043 is made by and between Jacobs Project Management Co. (hereafter called CONSULTANT) and the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

RECITALS:

WHEREAS, July 5, 2006, AUTHORITY engaged the services of Jacobs Civil Inc. under Contract No. C06043 ("Contract") to provide Construction Management Services for the I-215 5th Street Overcrossing;

WHEREAS, Jacobs Civil Inc. assigned the Contract to CONSULTANT and CONSULTANT assumed the terms, conditions, duties, obligations, responsibilities and interests of the Contract under Contract Amendment No. 1, May 6, 2009;

WHEREAS, Amendment No. 1 amended the Contract scope of services to include construction management services for I-215 Segments 1 & 2 and increased the Contract amount, including contingency, to \$31,519,722;

WHEREAS, the parties entered into Amendment No. 2 on January 14, 2014, extending the term of the Contract to September 30, 2014;

WHEREAS, the parties entered into Amendment No. 3 on August 20, 2014, further extending the term of the Contract to March 30, 2015; and

WHEREAS, the parties desire to amend the Contract terms regarding the "Contract Price and Principles" to reduce the Contract amount by \$5,935,000.00 and reduce the contingency amount to \$0.00 making the new total Contract amount \$25,584,722.00.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

- 1. Article 3, Contract Price and Principles, Section 3.2 is amended and replaced in its entirety to read as follows:

“The total cost shall not exceed \$25,584,722.00 with a contingency of \$0 for a total contract cost of \$25,584,722.00. Services to be provided under the terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment “B” for the 5th Street Overcrossing work and Attachment “C” for the work on Segments 1 and 2 which are incorporated herein by reference. Utilization of contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT’s fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment “B” for the 5th Street Overcrossing and Attachment “C” for the work on Segments 1 and 2. CONSULTANT’s fee will be paid by SANBAG on an earned basis as set forth in Section 6.5.”

- 2. Except as amended by this Amendment No. 4, all other provisions of the Contract shall remain in full force and effect.
- 3. The Contract is incorporated into this Amendment.
- 4. This Amendment No. 4 is effective upon execution by AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment below.

JACOBS PROJECT MANAGEMENT CO.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Peter Magallones
Vice President

By: _____
L. Dennis Michael
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: C06043-04- Jacobs Civil Inc Amendment No. 4 I215 Segment 1 and 2 (1399 : I-215 Corridor Contingency Increase/A&E



CONTRACT SUMMARY SHEET

Contract No. C 06045 Amendment No. 04

By and Between

San Bernardino Associated Governments and David Evans & Associates

Contract Description Interstate 215 Segment 1 & 2 Construction Surveying

Board of Director's Meeting Date: November 5, 2014

Overview of BOD Action: Reduce total contract value by \$1,900,000.00 and reduce the contingency value to \$0, for a new total contract total of \$4,794,503.44

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	1,183,381.00	Original Contingency Amount	\$	118,338.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	6,106,556.79	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	557,946.65
Current Amendment Amount	\$	-1,312,053.35	Contingency Amendment	\$	-557,946.65
TOTAL CONTRACT VALUE	\$	4,794,503.44	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					4,794,503.44

Contract Start Date 07/1/2009	Current Contract Expiration Date 3/30/15	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0838.

A Budget Amendment is required.

How are we funding current FY? Regional Improvement Program Funds

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate %

Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Barnum

Project Manager (Mike Barnum)

Mike Barnum

Task Manager (Garry Cohoe)

Andrea Zureick

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

Jeffery Hill

Contract Administrator (Print Name)

William Stawarski

Chief Financial Officer (Print Name)

Mike Barnum
Signature

9/22/14
Date

Mike Barnum
Signature

9/22/14
Date

Andrea Zureick
Signature

9/26/14
Date

Jeffery Hill
Signature

9/30/14
Date

William Stawarski
Signature

10/2/14
Date

AMENDMENT NO. 4 TO**CONTRACT NO. C06045****BY AND BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN
BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

AND

DAVID EVANS AND ASSOCIATES, INC.

FOR

**CONSTRUCTION SURVEYING SERVICES FOR I-215 5TH STREET OVERCROSSING AND
SEGMENTS 1 AND 2 PROJECT**

This AMENDMENT No. 4 to CONTRACT No. C06045 is made by and between David Evans and Associates, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority (hereafter called AUTHORITY).

RECITALS:

WHEREAS, AUTHORITY, under Contract No. C06045 (“Contract”) dated November 1, 2006, engaged the services of CONSULTANT to provide Construction Surveying Services for the I-215 5th Street Overcrossing Project;

WHEREAS, July 1, 2009, the parties entered into Amendment No. 1 to the Contract, amending the scope of services to also include Construction Surveying Services for Segments 1 and 2 of the I-215 Project, increasing the Contract amount including contingency to \$6,694,503.44, and extending the Contract term to January 15, 2014;

WHEREAS, January 8, 2014, the parties entered into Amendment No. 2 to the Contract, extending the term of the Contract to September 30, 2014;

WHEREAS, September 16, 2014, the parties entered into Amendment No. 3 to the Contract, further extending the term of the Contract to March 30, 2015; and

WHEREAS, the parties desire to amend the Contract terms regarding the “Contract Price and Cost Principles” so that the Contract value may be reduced by \$1,900,000.00 and the contingency value reduced to \$0, for a new Contract total of \$4,794,503.44.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

1. Article 3 Contract Price and Cost Principles, Section 3.2, is amended and replaced in its entirety with the following:

“The total cost shall not exceed \$4,794,503.44 with a contingency of \$0 for a total contract cost of \$4,794,503.44. Services to be provided under the terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment “B” for the 5th Street Overcrossing work

and Attachment "C" for the work on Segments 1 and 2 which are incorporated herein by reference. Utilization of contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B" for the 5th Street Overcrossing and Attachment "C" for the work on Segments 1 and 2. CONSULTANT'S fee will be paid by SANBAG on an earned basis as set forth in Section 6.5."

- 2. Except as amended by this Amendment No. 4, all other provisions of the Contract shall remain in full force and effect.
- 3. The Contract is incorporated into this Amendment No. 4.
- 4. This Amendment No. 4 is effective upon execution by Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment below.

DAVID EVANS AND ASSOCIATES, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Maria Marzoeki
Vice President

By: _____
L. Dennis Michael
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager



CONTRACT SUMMARY SHEET

Contract No. C 09100 Amendment No. 04

By and Between

San Bernardino Associated Governments and AECOM

Contract Description Construction Support Interstate 215 Segment 1 & 2 Construction

Board of Director's Meeting Date: 11/5/14	
Overview of BOD Action: Reduce contract value by \$300,000.00 and reduce the contingency value to \$0 for a new total contract value of \$1,900,000.00	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	400,000.00	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	2,050,000.00 2,200,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 150,000.00
Current Amendment Amount	\$	-300,000.00	Contingency Amendment
			\$ -150,000.00
TOTAL CONTRACT VALUE	\$	1,900,000.00	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			1,900,000.00

Contract Start Date 12/03/2008	Current Contract Expiration Date 3/30/2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0838</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? Regional Improvement Program Funds				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

Mike Barnum

Project Manager (Mike Barnum)

Signature 9/22/14
Date

Fau Task Manager (Garry Cohoe)
Andrea Zureick
Dir. of Fund Admin. & Programming (Print Name)

Signature 9/22/14
Date

Jeffery Hill
Contract Administrator (Print Name)

Signature 9/30/14
Date

William Stawarski
Chief Financial Officer (Print Name)

Signature 10/2/14
Date

**AMENDMENT NO. 4 TO
CONTRACT NO. C09100
BY AND BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as the SAN
BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
AECOM TECHNICAL SERVICES, INC.
FOR
CONSTRUCTION SUPPORT SERVICES FOR I-215 SEGMENTS 1 AND 2 PROJECT**

This AMENDMENT No. 4 to CONTRACT No. C09100 is made by and between AECOM Technical Services, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority (hereafter called AUTHORITY).

RECITALS:

WHEREAS, AUTHORITY, under Contract No. C09100 (“Contract”) dated December 3, 2008, engaged the services of DMJM+Harris, Inc. to provide Construction Support Services for the I-215 Segment 1 & 2 Project;

WHEREAS, September 1, 2010, AUTHORITY, DMJM+Harris, Inc. and CONSULTANT entered into Amendment No. 1 to the Contract, under which DMJM+Harris, Inc. assigned the Contract to CONSULTANT, CONSULTANT assumed the Contract, and AUTHORITY consented to the assignment and assumption;

WHEREAS, Amendment No. 1 also amended the Contract Scope of Services, and increased the Contract amount including contingency to \$2,200,000;

WHEREAS, the parties entered into Amendment No. 2 to the Contract December 3, 2013, extending the Contract term to September 30, 2014;

WHEREAS, the parties entered into Amendment No. 3 to the Contract August 20, 2014, further extending the Contract term to March 30, 2015; and

WHEREAS, the parties desire to amend the Contract terms regarding the “Contract Price and Cost Principles” so that the Contract value will be reduced by \$300,000.00 and the contingency value reduced to \$0, for a new Contract total of \$1,900,000.00.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

1. Under Article 3, Contract Price and Cost Principles, Section 3.2 is amended and restated as follows:

“The total cost for Services to the project shall not exceed \$1,900,000.00. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment “B” which is incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by AUTHORITY

Project Manager. CONSULTANT’s fee for services is included in the total estimated Contract cost and shall be a fixed percentage fee, as agreed upon, and noted in Attachment “B”.”

- 2. Except as amended by this Amendment No. 4, all other provisions of the Contract shall remain in full force and effect.
- 3. The Contract is incorporated into this Amendment No. 4.
- 4. This Amendment No. 4 is effective upon execution by Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment below.

AECOM TECHNICAL SERVICES, INC.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Matt Ulukaya
Vice President

By: _____
L. Dennis Michael
Board President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Attachment: C09100-04 - AECOM Amendment No. 4 I-215 Segment 1 and 2 (1399 : I-215 Corridor Contingency Increase/A&E Amendments)

Minute Action

AGENDA ITEM: 8

Date: November 5, 2014

Subject:

Section 190 Reimbursement Agreement for the Lenwood Road Grade Separation Project

Recommendation:

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

- A. Approve Reimbursement Agreement 15-1001070 for the Lenwood Road Grade Separation Project between the California Department of Transportation (Caltrans) and SANBAG, substantially in the form attached, which would allow reimbursement of up to \$5,000,000.00 in Section 190 funds to SANBAG; and
- B. Approve amendment to the SANBAG Fiscal Year 2014/2015 budget, Task No. 0881, to add \$5,000,000.00 in Section 190 funds.

Background:

Recommendation A: The Lenwood Road Grade Separation project was nominated last year to be included in the funding priority list of the Section 190 Grade Separation Program that is being administered by Caltrans and the California Public Utilities Commission (CPUC). The Section 190 Grade Separation Program allows the California Transportation Commission (CTC) to allocate up to \$5 million to an eligible project.

In July 2014, Caltrans notified SANBAG staff that, out of 57 projects on the Section 190 Funding Priority List, the Lenwood Road Grade Separation project was selected for allocation of up to \$5 million. The construction contract for the Lenwood Road Grade Separation was awarded at the December 2013 Board of Directors meeting, and construction is presently underway. The construction phase of this project is currently funded with Measure I (North Desert Major Local Highway), Trade Corridors Improvement Fund (TCIF), Federal Surface Transportation Program funds, Federal Demonstration High Priority Program funds and contributions from the City of Barstow and BNSF. Prior phases were funded by a combination of funds from SANBAG, the City of Barstow, and the County of San Bernardino.

Reimbursement Agreement 15-1001070 will allow SANBAG to seek reimbursement for project expenditures on the Lenwood Road Grade Separation Project, including prior expenditures in all phases of the project; for the Lenwood Road Grade Separation Project, the fund sources that will benefit from the Section 190 funds will be identified after consultation with the City of Barstow and the County of San Bernardino and after all project costs are known.

Staff recommends approval of Reimbursement Agreement 15-1001070 so staff can begin requesting reimbursement of Section 190 funds for project related expenditures.

Entity: CTC

Board of Directors Agenda Item

November 5, 2014

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Recommendation B: During the preparation of the SANBAG Fiscal Year 2014/2015 Budget, no Section 190 allocation existed for this project so staff did not include this funding type for Task 0881 (Lenwood Road Grade Separation). With the subsequent notification that the Lenwood Road Grade Separation Project was selected to receive Section 190 funds, staff is recommending that the Board approve a budget amendment and increase Task 0881 with \$5 million of Section 190 funding. Incorporation of these new funds into the funding plan may result in a reduction of other funding sources on this project.

Financial Impact:

This item will result in a new fund source being added to the Fiscal Year 2014/2015 budget under Task 0881, Lenwood Road Grade Separation Project. A budget amendment is being requested as part of this agenda item to increase the budget for Task 0881. The addition of Section 190 funds may result in a reduction of other funds sources on this task.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 17, 2014. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:

Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. 15-1001070 Amendment No. 0

By and Between

San Bernardino County Transportation Commission and California Department of Transportation

Contract Description Section 190 Reimbursement Agreement for Lenwood Road Grade Sep

Board of Director's Meeting Date: November 5, 2014
Overview of BOD Action: Approve Reimbursement Agreement 15-1001070 for a receivable amount of \$5,000,000.00 in Section 190 Funds.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$ 5,000,000.00	Original Contingency Amount	\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$ 0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ 0
Current Amendment Amount	\$ 0	Contingency Amendment	\$ 0
TOTAL CONTRACT VALUE	\$ 5,000,000.00	TOTAL CONTINGENCY VALUE	\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 5,000,000.00

Contract Start Date 8/4/2014 Current Contract Expiration Date 08/03/16 Revised Contract Expiration Date

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

FINANCIAL INFORMATION

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

A Budget Amendment is required.

How are we funding current FY? TCIF, Demo, STP, Sec125, MSI (4330), and Barstow

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Section 190 Funds (2630 - Public Utilities Commission)

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Andrea Nieto
Project Manager (Print Name)
Garry Choe
Task Manager (Print Name)
Andrea Zureide
Dir. of Fund Admin. & Programming (Print Name)
Jeffery Hill
Contract Administrator (Print Name)
W. STANWORTH
Chief Financial Officer (Print Name)

[Signature] 10/17/14
Signature Date
[Signature] 10-20-14
Signature Date
[Signature] 10-20-14
Signature Date
[Signature] 10/20/14
Signature Date
[Signature] 10/20/14
Signature Date

Attachment: 15-1001070 CSS (signed) (1401 : Section 190 Reimbursement Agreement for the Lenwood Road Grade Separation Project)

190 - GRADE SEPARATION FUND

Lenwood Road
 Grade Separation Project
 Priority No.60, 2013-2014
 GS-6124
 Agreement No. 75GS6124

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.							
Accounting Officer						2013-14	\$2,041,116
						2014-15	\$2,958,884
Chapter	Statutes	Item	Fiscal Year	Program Code	Category	Fund Source	
20	2013	2660.102.0042	2013-14	20.30.010.400	21800	SHA	
25	2014	2660.102.0042	2014-15	20.30.010.400	21800	SHA	

AGREEMENT

THIS AGREEMENT, made and entered into this **4th** day of **August 2014**, by and between the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "State", and the **San Bernardino Associated Governments**, a political subdivision of the State of California, hereinafter referred to as "**County**".

WITNESSETH

WHEREAS, pursuant to the provisions of Section 2452 et seq of the Streets and Highways Code, the Public Utilities Commission of the State of California, by **Final Decision Establishing Priority List for 2013-2014 Fiscal Year as part of Investigation 11-07-022**, established a Priority List of Grade Separation Projects for the Fiscal Year of 2013-14; and

WHEREAS, said Priority List includes a project proposed by **County** to construct an **overpass** at **Lenwood Road** to carry the roadway **over** the tracks of the **Burlington Northern Santa Fe Railway (BNSF)**, hereinafter referred to as "Project", as shown on Exhibit "A" attached hereto and application was made for an allocation of **\$5,000,000**; and

WHEREAS, by decision **No.G.13-02-005, dated February 28, 2013**, the Public Utilities Commission authorized **County** to construct a crossing at separated grade

identified as **PUC Crossing No. 002-5.70, DOT No. 026062X**, whereby **Lenwood Road**, will pass **over** the tracks of the **BNSF**, hereinafter referred to as "Railroad"; and

WHEREAS, on **March 04, 2013**, **County** and Railroad entered into an agreement for the construction and maintenance of said Project, and wherein Railroad has agreed to contribute a portion of the cost of Project as required by law; and

WHEREAS, **County** has herein certified to State that sufficient **County** funds are available to finance its share of Project cost, and that all other matters prerequisite to awarding a construction contract within a period of two years after the allocation have been or will be awarded within that time; and

WHEREAS, the California Transportation Commission, by Resolution No. M-136, has authorized the Department of Transportation to allocate funds from the Grade Separation Fund to local agencies in accordance with the applicable annual priority list as established by the Public Utilities Commission; and

WHEREAS, an agreement is to be entered into between **County** and State to provide reimbursement to **County** in a sum not to exceed \$5,000,0000, provided, however, **County** establishes to the satisfaction of State that all sums expended by **County** for Project are reasonable and a necessary part of Project;

NOW THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, as hereinafter set forth, State and **County** agree as follows:

1. **County** hereby certifies it has sufficient **County** funds available to finance its share of Project cost.
2. **County**, in cooperation with Railroad, will undertake Project, which consists of acquisition and clearing of necessary rights of way, preliminary and construction engineering, work by Railroad forces, and construction of Project.
3. The costs attributable to Project are limited to the following:
 - (a) Right of Way: The cost of right of way shall include condemnation attorney fees, escrow fee, other necessary acquisition costs, the actual payment to property owners for right of way obtained, the right of way agent's time plus travel expenses and normal payroll additives, the cost of clearing the right of way including utility relocation to the extent required by law and all

relocation assistance benefit payments for the participating parcel as required by law, less the value of excess land obtained in such transactions.

- (b) Engineering: The cost of engineering shall include the actual time of engineers and designers plus travel expense and normal payroll additives.
- (c) Construction: The cost of construction shall include the amounts actually paid to the contractor(s) and the amounts directly expended for field supervision and inspection, including travel expense, normal payroll additives, laboratory tests, and work by Railroad forces.
- (d) Direct incidental costs: Direct incidental costs shall be limited to the cost of advertising for bids.

All additives, overhead, or administrative costs other than those mentioned above are excluded from the determination of the cost of Project.

4. As promptly as possible, and in any event **not more than two years** after the allocation by the Director of Transportation, **County** shall award a contract for construction of Project pursuant to the laws governing **County** in the advertising and award of public construction contracts, and in conformance with plans and specifications prepared by or on behalf of **County** in accordance with the California Department of Transportation "Bridge Design Specifications for Overhead Structures". Each plan sheet shall be signed and stamped by the responsible design engineer who shall be registered in the State California. Construction shall be under the control of **County**.
5. Within 60 days after award of contract by **County** for construction of Project and upon being furnished with a copy of the executed contract and the plans and specifications, and an itemized statement from **County** showing expenditures actually and necessarily made by **County** prior to award of contract for engineering, right of way and utility relocation directly connected with Project, State will reimburse **County** for up to **\$5,000,000** or a portion of said expenditures by the ratio of State's estimated share of the total Project cost to such Project cost, whichever is less.
6. Thereafter, as the work progresses, once funds have been made available by the Legislature, and the California Transportation Commission, then been added to this

Agreement by amendment, upon being furnished with copies of the contractor's progress estimates as certified by a Civil Engineer registered in the State of California on behalf of **County** that the costs are true and correct, or other proof satisfactory to State as to amounts actually paid the contractor and necessarily expended directly for field supervision and inspection as certified by a Civil Engineer registered in the State of California on behalf of **County**, State will reimburse **County** up to the total amount allocated for Project by the State for a portion of the amount of said payments to the contractor, and the amounts expended by **County** directly for field supervision and inspection, equal to the product obtained by multiplying said expenditures by the ratio of State's estimated share of the total Project cost to such total Project cost **or \$5,000,000** whichever is less.

7. Within 60 days after completion of the work and acceptance thereof by **County**, a detailed statement of the direct cost of Project will be prepared by **County** and furnished to State, whereupon a final accounting will be made based on the direct cost of the work to **County**, using the definition of cost herein provided in Section 3. State's share of said cost will be equal to 80 percent of the direct cost of State's participating portion of Project, up to a **total not to exceed \$5,000,000**. If upon final accounting it is determined that State paid more than its share of Project cost, computed in said manner, **County** will refund to State the difference between State's share of the participating portion of Project cost, and the amount paid by State.
8. All books, papers, records, and accounts of the parties hereto, and the contractors and subcontractors, insofar as they relate to the items of expenses for labor and material or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and the authorized representatives of the parties hereto, and the records relating thereto shall be retained by the parties and the contractors for a minimum of three years from the date that the final payment is made.
9. The portion of the total project which is the participating project for determination of State's share of the cost of Project is shown on Exhibit "B", attached hereto and made part hereof.

10. Any obligation by State for payment of moneys contained herein is subject to and contingent upon the **County** establishing to the satisfaction of State that all sums expended by **County** for Project, for which **County** requests partial reimbursement from State, are reasonable and are a necessary part of Project.
11. Disbursements of State funds to **County**, which are encumbered to pay for State's share of the participating portion of Project, must be made prior to August 03, 2016, otherwise the undisbursed balance shall revert to and become part of the fund from which the appropriation was made. If the **County** does not bill in a timely fashion, funds from a particular budget year may no longer be available in which case the State will not replace reverted funds from other sources of any kind.
12. Any progress payments made by State pursuant to Sections 6 and 7 herein are not an admission by State that such expenditures were reasonable and a necessary part of the project, and if State finds in final accounting that such expenditures were not reasonable and a necessary part of the project, **County** will reimburse State for such advance funds.
13. An original invoice, including supporting documentation and two (2) copies of each invoice summary shall be submitted to State, not more frequently than once per month, in accordance with the Local Assistance Procedures Manual found at <http://dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
14. All invoices and all written correspondence from **County** to State shall reference this Agreement Number (Agreement No. **75GS6124**) and the name of the street crossing at separated grade (Lenwood Road).
15. All City invoices for payments are to be submitted to the following address:

California Department of Transportation
Division of Rail - MS 74
Railroad Crossing Safety Branch
P.O. Box 942874-MS 74
Sacramento, CA 94274-001
Attn: Grade Separation Fund

16. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any changes to the terms of this Agreement must be set forth in a formal Agreement amendment.

This Agreement will expire on **August 03, 2016**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

APPROVAL RECOMMENDED

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

BY

LAUREN CLAUSON-SANDERS, Chief
Railroad Crossing Safety Branch
Division of Rail and Mass Transportation

BRUCE ROBERTS - Acting Division Chief
Caltrans
Division of Rail and Mass Transportation

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By _____

Attest _____

APPROVED AS TO FORM

Attachment: 15-1001070 (1401 : Section 190 Reimbursement Agreement for the Lenwood Road Grade Separation Project)



CONTRACT SUMMARY SHEET

Contract No. 15-1001070 Amendment No. 0

By and Between

San Bernardino County Transportation Commission and California Department of Transportation

Contract Description Section 190 Reimbursement Agreement for Lenwood Road Grade Sep

Board of Director's Meeting Date: November 5, 2014
Overview of BOD Action: Approve Reimbursement Agreement 15-1001070 for a receivable amount of \$5,000,000.00 in Section 190 Funds.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$ 5,000,000.00	Original Contingency Amount	\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$ 0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$ 0
Current Amendment Amount	\$ 0	Contingency Amendment	\$ 0
TOTAL CONTRACT VALUE	\$ 5,000,000.00	TOTAL CONTINGENCY VALUE	\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 5,000,000.00

Contract Start Date 8/4/2014	Current Contract Expiration Date 08/03/16	Revised Contract Expiration Date
--	---	---

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

FINANCIAL INFORMATION

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

A Budget Amendment is required. *

How are we funding current FY? TCIF, Demo, STP, Sec125, MSI (4330), and Barstow

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

Section 190 Funds (2630 - Public Utilities Commission)

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Andrea Nieto
Project Manager (Print Name)

[Signature] 10/17/14
Signature Date

Garry Cahoe
Task Manager (Print Name)

[Signature] 10-20-14
Signature Date

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

[Signature] 10-20-14
Signature Date

Jeffery Hill
Contract Administrator (Print Name)

[Signature] 10/20/14
Signature Date

W. STANLEY
Chief Financial Officer (Print Name)

[Signature] 10/22/14
Signature Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

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

Finance Contract Summary Sheet

Contract No: 15-1001070 Amendment No. 0 Vendor No. 00450
 Vendor/Customer Name: Caltrans
 Contract Description: Section 190 Reimbursement Agreement for the Lenwood Road Grade Separation Project
 List Any Related SANBAG Contracts Numbers: C11199
 Other Agency Contract Nos.: 75GS6124 Contract Expiration Date: 08/03/2016

Contract Management: Payable/Miscellaneous

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

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year _____ Amount \$ _____ -

GL	Fund Source Description	Fund	Program	Project	Object	Amount
Expense						\$ -
						\$ -
						\$ -

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

Contract Management: Receivable

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

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

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

GL	Billing Category (Finance Use Only)	Fund Source Description	Fund	Program	Project	Revenue	Amount
Revenue		Public Utilities Commission 75GS6124	2630	40	0881	4221505	\$ 5,000,000.00
							\$ -
							\$ -

Revenue Project String (if applicable)	Project	Fund	Level 2	Revenue	Amount
	0881	2630	000	4221505	\$ 5,000,000.00
					\$ -
					\$ -

Notes

Finance Reviews

A/P Review (initials): at 08/25/14 A/R Review (initials): me 8/25/14 CFO Review (initials): ws 8/26/14
 Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature Andrejuresis Date 10.20.14

Minute Action

AGENDA ITEM: 9

Date: *November 5, 2014*

Subject:

Construction Management Services for the State Route 210 (SR-210) Pepper Avenue Interchange Project

Recommendation:

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

A. Approve award of Contract No. C14154 with Arcadis-US, Inc. for Construction Management services for the SR-210 Pepper Avenue Interchange Project in an amount not-to-exceed \$1,811,860.03.

B. Approve contingency in the amount of \$181,186.00 for Contract No. C14154 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

On July 2, 2014, the SANBAG Board approved the release of Request for Proposals (RFP) No. 14154 for Construction Management, Materials Testing and Constructability Review services associated with the construction of the SR-210 Pepper Avenue Interchange Project (Project).

The Request for Proposals No. 14154 was released on July 10, 2014, and was sent electronically to approximately 314 consultants registered on PlanetBids. Also, the RFP was posted on SANBAG's website. The solicitation was issued in accordance with current SANBAG policies and procedures for Architectural & Engineering services.

A Pre-Proposal meeting was held on July 16, 2014, and was attended by 45 individuals. Addendum No. 1 was issued on July 23, 2014, responding to questions and other minor changes.

Eleven proposals were received by the date and time specified in the RFP. The firms who submitted were, in alphabetical order, AECOM, Arcadis-US, Inc., Athalye, Berg and Associates, Caltrop, Falcon, FCG, Prescience, Southstar, Syrusa Engineering, and Vali Cooper. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by Project Delivery and found no material deficiencies.

Summary of Evaluation Process:

August 12, 2014 - The proposals were disseminated to all evaluation committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form were also distributed to the committee members. The Evaluation Committee was comprised of two SANBAG staff, two Caltrans staff and a member from the City of Rialto.

August 21, 2014 - Evaluation Committee Meeting:

Evaluators concluded their individual reviews of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on August 21, 2014, and

Entity: CTA

Board of Directors Agenda Item

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discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. Information regarding the reference checks of the firms was provided to the members. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria; Qualifications of the Firm - 35%, Proposed Staffing - 35%, and Technical Approach/Work Plan - 30%.

Based on the scoring, the firms were ranked in order and a short-list was developed. The firms short-listed and invited to interviews were AECOM, Arcadis-US, Athalye, Falcon, and Vali Cooper.

September 4, 2014 - Interviews:

Interviews were conducted with the short-listed firms. Interviews were 50 minutes in length, which consisted of a 10-minute 'opening statement' by the firms, followed by 30 minutes of questions and answers. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the proposals and interviews is 40% and 60% respectively.

Evaluation Committee Recommendation Summary:

The firms that were selected to participate in interviews were well qualified to perform the work described in the RFP. Based on a tally of scores received on the proposals and the interviews, the panel agreed to recommend the selection of Arcadis-US for award of C14154. The selection panel deemed Arcadis-US as the most qualified and most available team to provide the services requested. Arcadis-US received higher scores due to their ability to adequately respond to the questions provided at the interview, their demonstrated in-depth understanding of the project, well thought solutions they offered to address potential project issues, good staffing plan provided with qualified and experienced staff, and their familiarity with SANBAG-related processes and procedures such as document control for future audits. They have a clear understanding of the project and identified some potential project specific issues and how to resolve them. Arcadis-US also provided some recommendations to save on cost and time for the overall construction. They also offered efficiencies by sharing staff with a current SANBAG project for which they are providing construction management services, that will provide savings.

Subsequent to the panel's recommendation for selection, staff negotiated the final cost and scope with the consultant. Staff recommends approval of Contract No. C14154 with Arcadis-US, Inc. for Construction Management on the SR-210 Pepper Avenue Interchange Project for a total not-to-exceed amount of \$1,811,860.03. Staff is also recommending that the Board approve a 10% contingency for C14154 in a not-to-exceed amount of \$181,186.00 and authorize the Executive Director or designee to release contingency funds as necessary for the project.

Financial Impact:

This item is consistent with the Fiscal Year 2014/2015 budget under Task No. 0883.

Reviewed By:

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Metro Valley Study Session on October 9, 2014. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 14154 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Arcadis-US, Inc

Contract Description Construction Management Services for the SR 210 -Pepper Avenue Interchange

Board of Director's Meeting Date: November 5, 2014
Overview of BOD Action: Award Contract C14154 and approve 10% contingency

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	1,811,860.03	Original Contingency Amount	\$	181,186.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	1,811,860.03	TOTAL CONTINGENCY VALUE	\$	181,186.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 1,993,046.03

Contract Start Date 11/5/14 **Current Contract Expiration Date** 11/5/19 **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. 0883.
 A Budget Amendment is required.

How are we funding current FY? Measure I 1990 – Valley Fund – Major Projects

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 1990 – Valley Fund – Major Projects

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % 5.
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Barnum

Project Manager (Print Name) Garry Cohoe

Task Manager (Print Name) Garry Cohoe
Andrea Zureick

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

Contract Administrator (Print Name) William Sawarske

Chief Financial Officer (Print Name)

[Signature] 9/17/14
 Signature Date

[Signature] 9-24-14
 Signature Date

[Signature] 9/26/14
 Signature Date

[Signature] 9/30/14
 Signature Date

[Signature] 10/2/14
 Signature Date

pm 9/23/14

CONTRACT No. C14154**BY AND BETWEEN****SANBAG****AND****ARCADIS-US, INC.****FOR****CONSTRUCTION MANAGEMENT SERVICES FOR THE
STATE ROUTE 210 AND PEPPER AVENUE INTERCHANGE PROJECT**

This contract (referred to as “Contract”), is made and entered into by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority, (“SANBAG”), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410; and Arcadis-US, Inc. (“CONSULTANT”) whose address is: 3600 Lime Street, Suite 527, Riverside, CA 92501. SANBAG and CONSULTANT are each a “Party” and collectively the “Parties”.

RECITALS:

WHEREAS, SANBAG requires Construction Management Services as described in Exhibit A of this Contract and;

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

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. INTRODUCTION

1.1 The work to be performed under this Contract is described in Article 2 entitled “PROJECT DESCRIPTION/SCOPE OF WORK” and the approved CONSULTANT’s Cost Proposal dated September 17, 2014. The approved CONSULTANT’s Cost Proposal is attached hereto as Exhibit B and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this Contract, the Contract takes precedence.

- 1.2 CONSULTANT agrees to indemnify and hold harmless SANBAG, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. CONSULTANT will reimburse SANBAG for any expenditure, including reasonable attorney fees, incurred by SANBAG in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- 1.3 CONSULTANT and the agents and employees of CONSULTANT, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of SANBAG.
- 1.4 SANBAG's Executive Director may terminate this Contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, SANBAG may proceed with the Work in any manner deemed proper by SANBAG. If SANBAG terminates this Contract with CONSULTANT, SANBAG shall pay CONSULTANT the sum due to CONSULTANT under this Contract prior to termination, unless the cost of completion to SANBAG exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- 1.5 Without the written consent of SANBAG, this Contract is not assignable by CONSULTANT either in whole or in part.
- 1.6 No alteration or variations of the terms of this Contract shall be valid, unless made in writing and signed by the Parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.
- 1.7 The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- 1.8 SANBAG's Project Manager for this Contract is Mike Barnum. The Term "SANBAG" as identified in this Contract refers to SANBAG's Project Manager or designee, unless defined elsewhere in this Contract.

ARTICLE 2. PROJECT DESCRIPTION/SCOPE OF WORK

CONSULTANT agrees to perform the work and services set forth in Exhibit "A", Scope of Work, ("Work"), in accordance with all applicable professional architectural, engineering, construction management, land surveying and/or materials testing standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined herein. The word "Work", as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and Work imposed upon or assumed by CONSULTANT hereunder; and the Work performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing applicable professional standards.

ARTICLE 3. CONSULTANT’S REPORTS OR MEETINGS

- 3.1 CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for SANBAG to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 3.2 CONSULTANT’s Project Manager shall meet with SANBAG, as needed, to discuss progress on the Contract.

ARTICLE 4. PERFORMANCE PERIOD

- 4.1 This Contract shall go into effect on November 5, 2014, contingent upon approval by SANBAG’s Awarding Body, and CONSULTANT shall commence work after written notification to proceed by SANBAG’s Procurement Manager. The Contract shall end on November 5, 2019, unless extended by written amendment.
- 4.2 CONSULTANT is advised that any recommendation for contract award is not binding on SANBAG until the Contract is fully executed and approved by SANBAG.

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

- 5.1 Total compensation to CONSULTANT for full and complete performance of the Scope of Work in compliance with all the terms and conditions of this Contract shall be on a Specified Rates of Compensation basis for all obligations incurred in, or application to, Consultant’s performance of Services and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), and shall not exceed One Million Eight Hundred Eleven Thousand Eight Hundred Sixty and Three One-Hundredths Dollars (**\$1,811,860.03**), unless authorized by a Contract amendment. CONSULTANT is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the CONSULTANT’s estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee as set forth in Exhibit B, which is attached herein and by this reference, incorporated in and made part of this Contract.
- 5.2 Escalation shall be at a specific rate, as shown on the Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers-Table 5 or its successor. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of July 1, 2015, and then shall be applied each July 1st for the term of the Contract.
- 5.3 Specific tasks have been assigned to CONSULTANT as identified in the attached Scope of Work.
- 5.4 CONSULTANT will be reimbursed for hours worked at the hourly rates specified in

CONSULTANT's Cost Proposal, Exhibit B herein. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract, except as noted under Article 5.2 for escalation.

- 5.5 In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs identified in Exhibit B.
- 5.6 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in Exhibit B. Any travel expenses must be preapproved, in writing by SANBAG and shall be reimbursed per diem at a rate not to exceed the currently authorized rates for state employees under the State Department of Personnel Administration rules. SANBAG will not reimburse CONSULTANT for any expenses not identified in Exhibit B or agreed to and approved by SANBAG as required under this Contract.
- 5.7 When milestone cost estimates are included in Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from SANBAG's Project Manager before exceeding such cost estimate.
- 5.8 Progress payments will be made monthly in arrears based on services provided and allowable costs incurred. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SANBAG shall have the right to delay payment or terminate this Contract in accordance with the Termination provisions of this Contract.
- 5.9 CONSULTANT shall not commence performance of Work until this Contract has been approved by SANBAG's Awarding Body, and a NTP has been issued by SANBAG's Contract Administrator. No payment will be made prior to approval of any Work, nor for any Work performed prior to approval of this Contract.
- 5.10 CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by SANBAG of an itemized invoice in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which CONSULTANT is billing. Invoices shall follow the format stipulated by SANBAG and shall reference this contract number. Each invoice shall detail the Work performed on each milestone and each project as applicable. Credits due SANBAG that include any equipment purchased under this Contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this Contract. Invoices shall follow the format stipulated by SANBAG and shall reference this Contract number and Project title. Invoices shall be mailed to SANBAG at the following address:

**SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Contract No. C14154**

Attention: Accounts Payable

- 5.11 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed the Work invoiced pursuant to this Contract for the period covered, that all information included with the invoice is true and correct and that all payments to and claims of CONSULTANT and its subconsultants for Work performed during the period will be satisfied upon making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 5.12 CONSULTANT agrees to promptly pay each subconsultant for the satisfactory completion of all Work performed under this Contract, no later than ten (10) calendar days from the receipt of payment from SANBAG. SANBAG reserves the right to request documentation from CONSULTANT showing payment has been made to its subconsultants. SANBAG also reserves the right, at its own sole discretion, to issue joint checks to CONSULTANT and any subconsultant(s), which shall constitute payment to CONSULTANT in compliance with the terms of this Contract.
- 5.13 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, Subch. E, Part 31, is subject to repayment by CONSULTANT to SANBAG.
- 5.14 As partial security against CONSULTANT's failure to perform under this Contract, SANBAG shall withhold five percent (5%) of the total amount of each invoice up to a maximum of \$50,000.00. CONSULTANT may request a reduction of retention upon acceptable completion of at least 50% of the Work. A written request must be made by CONSULTANT to SANBAG requesting a reduction in retention and the release of up to 50% of all retention being withheld. All retained funds shall be released by SANBAG within sixty (60) calendar days after the last to occur of:
- 5.14.1 Payment of final invoice, unless SANBAG elects to audit CONSULTANT's records in accordance with this Contract. If SANBAG elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of the audit in an amount reflecting any adjustments required by such audit; or
- 5.14.2 Final resolution of all Stop Notices, claims for payment and/or other claims arising out of the Work done under the Contract.
- 5.15 All subcontracts in excess of \$25,000 shall contain the provisions of this Article.

ARTICLE 6. TERMINATION

- 6.1 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 CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Work and shall preserve Work in progress and completed Work, pending SANBAG's instruction, and shall turn over such Work in accordance with SANBAG's instructions.
- 6.1.1 CONSULTANT shall deliver to SANBAG, all deliverables prepared by

CONSULTANT or its subconsultants or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms herein.

- 6.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost based upon the percentage of all contracted Work satisfactorily executed to the date of termination.
- 6.1.3 CONSULTANT shall be entitled to receive the actual costs incurred by CONSULTANT to return CONSULTANT's tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 6.2 Termination for Cause - In the event CONSULTANT 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 shall be filed against CONSULTANT or a receiver shall be appointed on account of its insolvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, and in compliance with applicable Bankruptcy Laws, (a) hold in abeyance further payments to CONSULTANT; (b) stop any Work of CONSULTANT or its subconsultants related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the products and finished Work by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, of the same or any other provision, nor be deemed to waive, amend, or modify this Contract.
- 6.2.1 CONSULTANT shall deliver to SANBAG all finished and unfinished deliverables under this Contract prepared by CONSULTANT or its subconsultants or furnished to CONSULTANT by SANBAG within ten (10) working days of said notice.
- 6.3 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 CONSULTANT be entitled to any payment for prospective profits or any damages because of such termination.
- 6.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE 7. FUNDING REQUIREMENTS

- 7.1 It is mutually understood between the Parties that this Contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual

benefit of both Parties, in order to avoid program or fiscal delays that would occur if the Contract were executed after that determination was made.

- 7.2 This Contract is valid and enforceable only, if sufficient funds are made available to SANBAG for the purpose of this Contract. In addition, this Contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or SANBAG governing board that may affect the provisions, terms, or funding of this Contract in any manner.
- 7.3 It is mutually agreed that if sufficient funds are not appropriated, this Contract may be amended to reflect any reduction in funds.
- 7.4 SANBAG has the option to void the Contract under the 30-day cancellation clause, or by mutual agreement to amend the Contract to reflect any reduction of funds.

ARTICLE 8. CHANGE IN TERMS

- 8.1 This Contract may be amended or modified only by mutual written agreement of the Parties.
- 8.2 CONSULTANT shall only commence Work covered by an amendment after the amendment is executed and the NTP has been provided by SANBAG.
- 8.3 There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this Contract without prior written approval of SANBAG.

ARTICLE 9. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- 9.1 SANBAG has not set a project specific DBE goal for this project. SANBAG does encourage the use of small and DBE firms in the all of their contracting.

ARTICLE 10. COST PRINCIPLES

- 10.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et. seq., shall be used to determine the cost allowability of individual items.
- 10.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 10.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31.000 et. seq., are subject to repayment by CONSULTANT to SANBAG.

ARTICLE 11. CONTINGENT FEE

CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or

bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to terminate the Contract without liability, pay only for the value of the Work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code section 8546.7, CONSULTANT, and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not to, the costs of administering the Contract. All Parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, SANBAG, FHWA, or any other duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE 13. DISPUTES

- 13.1 Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of SANBAG's Contract Administrator and SANBAG's Executive Director who may consider written or verbal information submitted by CONSULTANT.
- 13.2 Not later than 30 days after completion of all Work under the Contract, CONSULTANT may request review by SANBAG's Executive Director, of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 13.3 Neither the pendency of a dispute, not its consideration by SANBAG's Executive Director excuse CONSULTANT from full and timely performance in accordance with the terms of this Contract.

ARTICLE 14. AUDIT REVIEW PROCEDURES

- 14.1 Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by SANBAG's Chief Financial Officer.
- 14.2 Not later than 30 days after issuance of final audit report, CONSULTANT may request a review by SANBAG's Chief Financial Officer of unresolved audit issues. The request for review must be submitted in writing.
- 14.3 Neither the pendency of a dispute, not its consideration by SANBAG will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Contract.
- 14.4 CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost

rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for an audit or review, the Contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The Contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by SANBAG's Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual items of cost identified in the audit report may be incorporated into the Contract by this reference if directed by SANBAG at SANBAG's sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

ARTICLE 15. SUBCONTRACTING

- 15.1 CONSULTANT shall perform the Work contemplated with resources available within its own organization; and no portion of the Work pertinent to this Contract shall be subcontracted without prior written authorization by SANBAG, except, that which is expressly identified in the approved Cost Proposal.
- 15.2 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- 15.3 Any substitution of subconsultants must be approved in writing by SANBAG prior to the start of Work by the subconsultant.

ARTICLE 16. EQUIPMENT PURCHASE

- 16.1. Prior authorization in writing, by SANBAG shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- 16.2. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior written authorization by SANBAG's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 16.3. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SANBAG shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit SANBAG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SANBAG procedures; and credit SANBAG in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be

determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SANBAG and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SANBAG." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

16.4 All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE 17. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit SANBAG, the state, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

ARTICLE 18. SAFETY

- 18.1 CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by SANBAG and SANBAG representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 18.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, SANBAG has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 18.3 Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 18.4 CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE 19. INSURANCE

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

- 19.1 Professional Liability – CONSULTANT, at its own cost and expense, must maintain for the period covered by this Contract, Professional Liability Insurance in an amount not less than \$1,000,000, per claim and \$3,000,000 in the aggregate for all claims. Coverage shall be solely dedicated to claims arising from professional services provided under this

Contract. Professional Liability shall be made on a claims made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the CONSULTANT begins to perform Work under this Contract. CONSULTANT shall secure and maintain this insurance and “tail” coverage throughout the term of this Contract and for a minimum of three (3) years after Contract completion.

- 19.2 Worker’s Compensation - Worker’s Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 per occurrence covering all persons providing labor or services on behalf of CONSULTANT and all risks to such persons under this Contract.
- 19.3 Employer’s Liability- Employer’s Liability insurance shall include coverage in the amount of \$1,000,000 for Bodily injury per accident, a policy limit of \$1,000,000 Bodily Injury by Disease and \$1,000,000 Bodily Injury by Disease for each employee.
- 19.4 Commercial General Liability – Commercial General Liability insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. Also included shall be \$1,000,000 in the aggregate for Personal/Advertising, \$100,000 for Damages to Rented Premises, and \$10,000 for Medical Expenses. For products and completed operations a \$2,000,000 aggregate shall be provided. Commercial General Liability insurance is to be primary and non-contributory with any insurance carried or administered by SANBAG.
- 19.5 Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit.
- 19.6 Proof of Coverage - CONSULTANT shall furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the issuance of the NTP, or as SANBAG requests. All such certificates, except those for Worker’s Compensation and Professional Liability insurance, shall include San Bernardino County Transportation Authority, San Bernardino Associated Governments and all of its associated entities and capacities, including the San Bernardino County Transportation Commission, 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 Automobile Liability insurance. Prior to commencing any Work, CONSULTANT 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, CONSULTANT will provide SANBAG thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONSULTANT will provide SANBAG ten (10) days prior written notice. CONSULTANT shall maintain insurance for the entire term of the Contract. The certificate(s) of insurance are to include the Contract number and Project Manager’s name on the face of the certificate(s) and shall be submitted directly to SANBAG’s Contract Administrator.

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

ARTICLE 20. INDEMNITY

- 20.1 To the extent, but only to the extent, that CONSULTANT's Work falls within the scope of Civil Code Section 2782.8, the following indemnification is applicable: CONSULTANT shall indemnify and defend (with legal counsel reasonably approved by SANBAG) San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized officers, employees, agents and volunteers, from any and all losses, damages, liability, actions, and/or costs for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.
- 20.2 For all other Work, CONSULTANT agrees to indemnify, defend (with legal counsel reasonably approved by SANBAG) and hold harmless San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency, and their respective authorized officers, employees, agents and volunteers (Indemnitees), from any and all claims, actions, losses, damages and/or liability (Claims) arising out of or related to any act or omission of CONSULTANT or any of its officers, employees, agents, subconsultants or volunteers and for any costs or expenses incurred by SANBAG or Indemnitees on account of any such Claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONSULTANT's indemnification obligation applies to SANBAG's or Indemnitees' "active" as well as "passive" negligence but does not apply

to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 21. OWNERSHIP OF DATA

- 21.1 Upon completion of all Work under this Contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in SANBAG; and no further agreement will be necessary to transfer ownership to SANBAG. CONSULTANT shall furnish SANBAG all necessary copies as needed to complete the review and approval process.
- 21.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Contract has been entered into.
- 21.3 CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by SANBAG of the machine-readable information and data provided by CONSULTANT under this Contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by SANBAG of the project documentation on other projects or additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- 21.4 Applicable patent rights provisions regarding rights to inventions shall be included in the Contract as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 21.5 SANBAG may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.
- 21.6 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 22. CLAIMS FILED BY SANBAG'S CONSTRUCTION CONTRACTOR

- 22.1 If claims are filed by SANBAG's construction contractor relating to Work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with SANBAG and legal staff, and for testimony, if necessary, at depositions, administrative proceedings, trial or arbitration proceedings.
- 22.2 CONSULTANT's personnel that SANBAG considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SANBAG. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract.
- 22.3 Services of the CONSULTANT's personnel in connection with SANBAG's construction

contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.

- 22.4 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.

ARTICLE 23. CONFIDENTIALITY OF DATA

- 23.1 All financial, statistical, personal, technical, or other data and information relative to SANBAG's operations, which are designated confidential by SANBAG and made available to CONSULTANT in order to carry out this Contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- 23.2 Permission to disclose information on one occasion, or public hearing held by SANBAG relating to the Contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- 23.3 CONSULTANT shall not comment publicly to the press or any other media, including social media regarding the Contract or SANBAG's actions on the same, except to SANBAG's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a SANBAG Board Committee or other public meeting approved by SANBAG.
- 23.4 CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding Work performed to be performed under this Contract without prior review of the contents thereof by SANBAG, and receipt of SANBAG's written permission.
- 23.5 Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

ARTICLE 24. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE 25. EVALUATION OF CONSULTANT

CONSULTANT's performance may be evaluated by SANBAG. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together the comments shall be retained as part of the Contract file. This information may be used when evaluating the firm on future proposal submittals.

ARTICLE 26. RESPONSIBILITY OF CONSULTANT

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

Work performance stipulated in the Contract.

- 26.2 In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, CONSULTANT shall, as an integral part of its Work, employ quality control procedures that identify potential risks and uncertainties related to scope, schedule, cost, quality and safety of the Project and the Work performed by CONSULTANT within the areas of CONSULTANT's expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the Scope of Work, should CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties, which could pose potential risk to SANBAG or the Project. CONSULTANT shall immediately document such matters and notify SANBAG in writing. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds environmental, design, and/or construction assumptions and could precipitate a failure of any structure or other part of the Project. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and/or uncertainties involved.
- 26.3 When a modification to a construction contract is required because of an error or deficiency in the design Work provided under this Contract, CONSULTANT shall be responsible for any and all additional costs associated with the construction contract or the construction of the Project.
- 26.4 SANBAG shall advise CONSULTANT of their responsibility and collect the amount due, including but not limited to, withholding of payments, if the recoverable cost will exceed the administrative cost involved or is otherwise in SANBAG's best interest. SANBAG shall include in the Contract Audit File a written statement of the reasons for the decision to recover or not recover the costs from CONSULTANT.
- 26.5 CONSULTANT shall, document the results of the Work to the satisfaction of SANBAG, and if applicable, Caltrans and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of SANBAG's objectives.
- 26.6 As applicable, the responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, certify as-built drawings, and where appropriate, indicate his/her California registration or license number.

ARTICLE 27. TECHNICAL DIRECTION

- 27.1 Performance of Work under this Contract shall be subject to the technical direction of SANBAG's Project Manager (hereinafter referred to as "Project Manager"), who will be identified in writing to CONSULTANT, upon issuance of the NTP and/or subsequently by written notice during the Contract. The term "Technical Direction" is defined to include, without limitation:
- 27.1.1 Directions to CONSULTANT, which redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Work.

- 27.1.2 Provision of written information to CONSULTANT, which assists in the interpretation of drawings, reports, or technical portions of the Scope of Work described herein.
- 27.1.3 Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by CONSULTANT to SANBAG under the Contract.
- 27.1.4 SANBAG's Project Manager may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract, including Key Personnel and project personnel and subconsultants; modifications to hourly rates, classifications, and names of personnel in Exhibit "B"; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties.
- 27.2 Technical Direction must be within the Scope of Work under this Contract. SANBAG's Project Manager does not have the authority to, and may not, issue any Technical Direction which:
- 27.2.1 Increases or decreases the Scope of Work;
- 27.2.2 Directs CONSULTANT to perform Work outside the original intent of the Scope of Work;
- 27.2.3 In any manner cause an increase or decrease in the Contract price as identified in Article 3, herein, or the time required for Contract performance;
- 27.2.4 Changes any of the expressed terms, conditions or specifications of the Contract; unless identified herein;
- 27.2.5 Interferes with the CONSULTANT's right to perform the terms and conditions of the Contract; or
- 27.2.6 Approve any demand or claim for additional payment.
- 27.3 Failure of CONSULTANT and SANBAG's Project Manager to agree that the Technical Direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken shall be subject to the provisions of the "DISPUTES" Article herein.
- 27.4 All Technical Direction shall be issued in writing by SANBAG's Project Manager.
- 27.5 CONSULTANT shall proceed promptly with the performance of Technical Direction, in the manner prescribed by this Article and within their authority under the provisions of this Article. If, in the opinion of CONSULTANT, any instruction or direction by SANBAG's Project Manager falls within one of the categories defined in 27.2.1 through 27.2.6 above, CONSULTANT shall not proceed but shall notify SANBAG's Project Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request SANBAG to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, SANBAG shall:
- 27.5.1 Advise CONSULTANT in writing within thirty (30) calendar days after receipt of the CONSULTANT's letter that the Technical Direction is or is not within the

scope of this Contract.

27.5.2 Advise CONSULTANT within a reasonable time whether SANBAG will or will not issue a written amendment.

27.6 There shall be no changes in CONSULTANT's Key Personnel as identified herein, without prior written approval by SANBAG's Project Manager.

ARTICLE 28. KEY PERSONNEL

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

Name	Job Classification/Function
Nabil Fraywat, P.E.	Project Manager/Resident Engineer
Kristi Twiley, P.E.	Assistant Resident Engineer/Lead Inspector

ARTICLE 29. REPRESENTATIONS

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

ARTICLE 30. TAXES, DUTIES AND FEES

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

ARTICLE 31. PERMITS AND LICENSES

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

ARTICLE 32. STATEMENT OF COMPLIANCE

- 32.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 32.2 During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE 33. DEBARMENT AND SUSPENSION CERTIFICATION

- 33.1 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SANBAG.
- 33.2 Exception will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- 33.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highways Administration.

ARTICLE 34. STATE PREVAILING WAGE RATES

- 34.1 CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Work.

- 34.2 Any subcontract entered into as a result of this Contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE 35. CONFLICT OF INTEREST

- 35.1 CONSULTANT shall disclose any financial, business, or other relationship with SANBAG that may have an impact upon the outcome of this Contract, or any ensuing SANBAG construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing SANBAG construction project, which will follow.
- 35.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- 35.3 Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all of the provisions of this Article.
- 35.4 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 35.5 CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- 35.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing services on this Contract shall have provided services on the design of any project included within this Contract.

ARTICLE 36. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this Contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SANBAG employee. For breach or violation of this warranty, SANBAG shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the Work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE 37. PROHIBITION OF EXPENDING SANBAG, STATE OR FEDERAL FUNDS FOR LOBBYING - INTENTIONALLY OMITTED

ARTICLE 38. NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this Contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To CONSULTANT	To SANBAG
3600 Lime Street, Suite 527	1170 W. 3rd Street, 2nd Floor
Riverside, CA 92501	San Bernardino, CA 92410-1715
Attn: Nabil Frayat	Attn: Garry Cohoe
	cc: Contract Administrator
Phone: (951) 782-8010	Phone: (909) 884-8276

ARTICLE 39. STOP WORK ORDER

Upon failure of CONSULTANT or its subconsultants to comply with any of the requirements of this Contract, SANBAG shall have the right to stop any or all Work affected by such failure until such failure is remedied or to terminate this Contract in accordance with "TERMINATION" provision herein.

ARTICLE 40. 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 CONSULTANT for any claim asserted by CONSULTANT after final payment has been made under this Contract.

ARTICLE 41. ERRORS AND OMISSIONS

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

ARTICLE 42. WARRANTY

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

ARTICLE 43. INDEPENDENT CONTRACTOR

CONSULTANT is and shall be at all times an independent contractor. Accordingly, all Work provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Work or as to the manner, means and methods by which Work is performed. All personnel furnished by CONSULTANT under this Contract, and all representatives of CONSULTANT, shall be and remain the employees or

agents of CONSULTANT or of CONSULTANT's subconsultant(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

ARTICLE 44. ATTORNEY'S FEES

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

ARTICLE 45. 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 46. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 47. PRECEDENCE

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

ARTICLE 48. GRATUITIES

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

ARTICLE 49. REVIEW AND ACCEPTANCE

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

and final review and acceptance by SANBAG upon completion of all Work.

ARTICLE 50. DRUG FREE WORKPLACE

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

ARTICLE 51. FORCE MAJEURE

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

ARTICLE 52. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

ARTICLE 53. ENTIRE DOCUMENT

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

ARTICLE 54. CONTRACT

The two Parties to this Contract, CONSULTANT and SANBAG, hereby agree that this Contract constitutes the entire agreement which is made and concluded in duplicate between the two Parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Contract as evidenced by the signatures below.

ARTICLE 55. EFFECTIVE DATE

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

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

Attachment: C14154 (1400 : Construction Management Services for State Route 210 (SR-210) Pepper Avenue Interchange Project)

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

CONSULTANT

SANBAG

By: _____
Girish Kripalani
Vice President

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

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Attachment: C14154 (1400 : Construction Management Services for State Route 210 (SR-210) Pepper Avenue Interchange Project)

EXHIBIT A - SCOPE OF WORK

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
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- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
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- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

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

State Route 210 and Pepper Avenue Interchange

The construction project is located along State Route 210 in the City of Rialto. This project proposes to construct a new full-service diamond interchange to improve freeway access for the area. The construction project includes the following work elements:

- Construction of:
 - Freeway ramps
 - Retaining walls
 - Stormwater basins
 - Traffic Signals and other electrical improvements
 - Landscape Planting

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

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

Services

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

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

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

establish the firm's ability to adequately and appropriately staff and manage the project.

SANBAG anticipates that the total contract will be approximately 36 months in duration, with preconstruction services starting in November 2014, advertise construction contract in April 2015, award construction contract in July 2015, and construction starting in September 2015, and ending in September 2016. Project will require landscape plant establishment period of 12 months followed by closeout activities not exceeding two months. The estimated construction capital cost of the project is about \$15.5 million.

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

The SANBAG Director of Project Delivery has designated a Construction Manager (also referred to as the SANBAG Project Manager) to coordinate all construction activities.

Mike Barnum, SANBAG Construction Manager

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

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer.

CONSULTANT shall furnish a Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

CONSULTANT shall furnish a licensed Landscape Architect. The Landscape Architect shall be assigned to direct and coordinate landscape construction activities under this contract.

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

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG Construction Manager or designee and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by the SANBAG Construction Manager. If, in the opinion

of the SANBAG Construction Manager, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to the SANBAG Construction Manager, the SANBAG Construction Manager may release him/her by written notice and may request another qualified person be assigned.

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

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

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

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

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

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

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

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

It is the intent of SANBAG to maintain a consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide,

where ever and whenever possible, the same personnel for the duration of construction of each project.

Consultant shall be responsible for finalizing a Source Inspection Quality Management Plan (SIQMP) to match the project requirements, assist SANBAG in gaining Caltrans approval, and manage the SIQMP. The SIQMP shall meet SANBAG and Caltrans requirements. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

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

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

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

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

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

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

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

b. Budget

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

c. Constructability Review

CONSULTANT shall review 65% and 95 % Project plans and special provisions for possible errors and deficiencies and report such findings to SANBAG in a format provide by SANBAG.

2. Bid Process

a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

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

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

3. Project Administration
 - a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
 - b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.
 - c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
 - d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
 - e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
 - f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal
 - g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
 - h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, highlights and critical issues.
 - i. CONSULTANT shall review and ensure compliance with environmental requirements.
 - j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.
 - k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
 - l. CONSULTANT shall review Contractors' certified payroll records and ensure

compliance with the requirements of the construction contract.

- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD) and State Water Resource Control Board (SWRCB).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable.

4. Construction Coordination

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

- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction and Landscape Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SANBAG Project Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SANBAG's letterhead.
- d. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment,

construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

- 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
- 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
- 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
- 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The

SANBAG Construction Manager or designee will assign survey work to the CONSULTANT as needed by issuing a “Request for Survey Services”. Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall perform construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

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

3) Open Ended Traverses and Profile Data Sheets

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

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

4) Three Line Profiles

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

5) Right of Way Lines

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

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

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

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

6) Special Design – Data Surveys

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

7) Control Survey

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

8) Topographic Surveys

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

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

b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

- 1) General Public Outreach Plan
 - a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
 - b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
 - i. LOCAL AGENCY
 - ii. SANBAG Board
 - iii. Emergency Service Providers
 - iv. School Transportation Coordinator(s)

- v. Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - vi. Commuters
 - vii. Recreational Travelers
 - viii. Trucking Industry
 - ix. Local media
 - i) Print
 - ii) Radio
 - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SANBAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:

- i. Establish and maintain stakeholder and/or ‘interested parties’ list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences
- ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
- iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
- iv. Emergency notices – when needed.
- v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

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

d. Permits

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

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1) Contract pay item quantities and payments
 - 2) Contract change orders
 - 3) Supplemental work items
 - 4) Agency furnished materials
 - 5) Contingency balance
 - 6) Project budget

- b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by the SANBAG Construction Manager or designee, the preferred method of payment for Contract Change Orders should be as follows
 - 1) Agreed Price
 - 2) Adjustment in compensation to a bid item
 - 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

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

9. Safety

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

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety

Orders and provisions of the Caltrans Construction Manual.

- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
 - d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.
10. Project Close Out
- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
 - b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
 - c. CONSULTANT shall review and verify completeness of as-built drawings.
 - d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.
 - e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
 - f. CONSULTANT shall prepare and deliver to SANBAG all Project files.
 - g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all Project permits.
 - h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Activity Summary Reports.
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.
- 5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and

Contractor, who are subject to the State and/or Federal prevailing wage rates.

8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in “responsible charge” will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
 - 1) Conventional Cross – Sections (each cross – section):

For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

- 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
- 3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
- 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SANBAG in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality

Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:
 - 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
 - c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
 - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
 - h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
 - i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
 - j. Angle measuring instruments and equipment:
 - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.

- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

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

G. STANDARDS

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

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

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

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

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

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

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

H. AVAILABILITY AND WORK HOURS

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

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

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

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

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

K. CONSTRUCTION SITE SAFETY

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

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

L. BASIS FOR SURVEY AND MONUMENT STAKING

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

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

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

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

1. Project Manager

- a. A minimum of five (5) years' project management experience on similar construction projects is desired.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.

- 4) Prepare daily, weekly and monthly reports as required.
- 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
- 6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

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

3. Licensed Landscape Architect

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Landscape Architect in the State of California
- c. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.

- g. Ability to use typical computer software for word processing and preparing spreadsheets.
- h. Reasonably accessible to SANBAG during normal working hours.
- i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.
- j. Ability to work independently, make effective decisions concerning construction work in progress and solve field problems.
- k. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.
- l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Landscape Architect will assume the following functional responsibilities.

- 1) Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.
- 2) Monitor and track Contractor progress.
- 3) Prepare daily, weekly and monthly reports as required.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

- f. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- g. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- e. Certified as a Qualified SWPPP Developer or Practitioner is desired.
- f. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.

- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Perform construction materials sampling.
- 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
 - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
 - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
 - 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

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

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:

- 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- 2) Prepare and process contract change orders.
- 3) Monitor construction budget and schedule.
- 4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- 5) Perform routine calculations and checking of quantities.
- 6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing/Source Inspection Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The Materials Testing/Source Inspection Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
 - 6) Assist SANBAG and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
 - 7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

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

10. Materials Technicians

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

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

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
 - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
 - i. Knowledge of tools, equipment and vehicles utilized in construction.
 - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
 - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
 - iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:
 - i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
 - ii. Collect and analyze soil samples of construction

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

b) Knowledge and Skills Required

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

3) CONSTRUCTION TECHNICIAN III

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

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

b) Knowledge and Skills Required

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

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Construction Surveyor Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations

adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
 - 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.

End of Exhibit A

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

Minute Action

AGENDA ITEM: 10

Date: November 5, 2014

Subject:

Modification of Allocation of Mojave Desert Air Basin Congestion Mitigation/Air Quality Funds

Recommendation:

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

Approve a modification to the project scope of the previous allocation of Mojave Desert Air Basin Congestion Mitigation/Air Quality Funds to add synchronization of all signals on State Route 62 (SR62) within the Town of Yucca Valley as eligible for funding.

Background:

On October 7, 2009, the SANBAG Board approved the eligibility of the State Route (SR) 62 Signal Synchronization Project in the Town of Yucca Valley for programming consideration with Congestion Mitigation/Air Quality (CMAQ) funds from Mojave Desert Air Basin (MDAB) apportionments. On March 3, 2010, the SANBAG Board of Directors approved an allocation of \$226,000 for the project. Four signals along SR62 were identified in the original request at the intersections of SR62 and Camino Del Cielo Trail, Kickapoo Trail, Deer Trail/Pioneertown Road, and Acoma Trail/Mohawk Trail. On July 1, 2014, the Town of Yucca Valley awarded the construction contract for the four signals to DBX, Inc.

The Town of Yucca Valley has estimated that \$107,311 will remain after completion of the project. On August 25, 2014, the Town Council approved a request that the SANBAG Board allocate the remaining funds to continue synchronization of the remaining traffic signals on SR62. The additional signals are at the intersections of SR62 and Church Street, Sage Avenue, Dumosa Avenue, SR247, Airway Avenue, Warren Vista Avenue, Balsa Avenue, Hilton Avenue, Avalon Avenue, Home Depot, and Yucca Mesa Road/La Contenta Road.

The following funding plan and schedule have been provided by the Town:

Phase 1	Cost		AUTHORITY Share*	TOWN Share
Design	\$ 41,451.00		\$ 41,451.00	\$
Right of Way	\$		\$	\$
Construction	\$ 65,960.00		\$ 65,960.00	\$
Total	\$ 107,411.00		\$ 107,411.00	\$

Entity: CTC

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Phase 2	Cost		AUTHORITY Share*	TOWN Share
Design	\$ 65,000.00		\$ 65,000.00	\$
Right of Way	\$		\$	\$
Construction	\$ 125,000.00		\$ 53,399.00	\$ 71,601.00
Total	\$ 190,000.00		\$ 118,399.00	\$ 71,601.00

Grand Total	\$ 297,411.00		\$ 225,810.00	\$ 71,601.00
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Schedule:

Begin Design	October 2014
Design Complete	January 2015
Advertise	May 2015
Award Contract	July 2015
Begin Construction	July 2015
End Construction	September 2015

Staff supports the Town's desire to continue to reduce traffic congestion and traffic delay and to improve air quality through expansion of this project to include synchronization of all traffic signals on SR62. Because these funds were anticipated to be expended on the Phase I project, this scope modification will not impact other projects or future allocations.

Financial Impact:

This item has no financial impact on the adopted SANBAG budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on October 17, 2014.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Minute Action

AGENDA ITEM: 11

Date: November 5, 2014

Subject:

City of Rialto Metrolink Expansion Project

Recommendation:

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

Approve a budget amendment to Task No. 0379, Commuter Rail Capital Expenses, in the amount of \$1,455,399.60 to be funded with Public Transportation Modernization, Improvement, and Service Enhancement Account funds for a new task total of \$2,506,616.60.

Background:

In March 2009, the Commuter Rail and Transit Committee directed staff to work with the City of Rialto to identify funding for the next steps of property acquisition and parking expansion at the Rialto Metrolink station. Since that time the City has received \$285,000 in federal Section 5309 funds and the following allocations from SANBAG:

- \$1.5 million of Proposition 1B, Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds,
- \$3.2 million of federal Section 5307 funds, and
- \$800,000 of Local Transportation Funds (LTF).

In October 2012, SANBAG Board of Directors approved agreement C13026 with the City of Rialto, which passed through the \$1.5 million of PTMISEA funds and \$800,000 in LTF. During the FY 2014/2015 budget process, the unexpended balance of PTMISEA funds totaling \$1,455,399.60 was not included in the budget. This budget amendment is not for additional funding but to include the available funding in the SANBAG FY 2014/2015 budget.

Financial Impact:

This item is not consistent with the Fiscal Year 2014/2015 budget and requires a budget amendment as outlined in the recommendation.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

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: 12

Date: November 5, 2014

Subject:

Public Transportation Modernization, Improvement, and Service Enhancement Account Expenditure Plan Amendments

Recommendation:

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

A. Approve amendments to the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Expenditure Plans for Victor Valley Transit Authority (VVTA) as shown in Attachment A; increasing the overall allocation to VVTA by \$14,276, and decreasing the overall allocation to Barstow Area Transit by the same amount.

B. Approve an amendment to the PTMISEA Expenditure Plan for San Bernardino Associated Governments (SANBAG), as shown in Attachment B to remain consistent with the PTMISEA-operator allocation funding requests the SCRRA has submitted to Caltrans.

Background:

Allocations from the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) provide capital funds to SANBAG and all of the transit operators throughout the county. This includes Barstow Area Transit (BAT), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Needles Area Transit (NAT), Omnitrans, Southern California Regional Rail Authority (SCRRA) and Victor Valley Transit Authority (VVTA).

Assembly Bill 1072, Statutes of 2009, and PTMISEA Guidelines require that operators and SANBAG submit to Caltrans a PTMISEA Program Expenditure Plan that contains a list of all projects the agency intends to fund with its share of PTMISEA for the life of the bond, including the amount for each project and the year in which the funds will be requested.

Approval of this item will amend the current Expenditure Plan for the VVTA and increase the overall PTMISEA allocation to VVTA by \$14,276; the overall PTMISEA allocation to BAT would decrease by the same amount. VVTA will expend the additional allocation of PTMISEA funding on equipment for BAT, and BAT supports this amendment request.

The SANBAG Expenditure Plan amendment is required to remain consistent with the PTMISEA-operator allocation funding requests the SCRRA has submitted to Caltrans. PTMISEA-operator allocations are allocated directly to eligible operators; SANBAG does not retain authority over the use of PTMISEA-operator allocations. The PTMISEA-operator allocation for SCRRA is funding the positive train control and sealed corridor projects and rehabilitation and renovation of Metrolink infrastructure. The overall total PTMISEA-operator allocation amount allocated to SCRRA will not change with approval of this item.

Entity: CTC

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Financial Impact:

This item has no financial impact on the adopted SANBAG budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

**Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA)
Expenditure Plan Worksheet**

Sponsor Agency: Victor Valley Transit Authority
 City/County: Hesperia/San Bernandino
 Sponsor Contact: Kevin Kane
 Email: kkane@vvtla.org
 Phone: (760) 948-4330

Estimated Future Appropriations: 822,271 + 10,076,421 - 5,468,852 (This is derived by taking the total amount of PTMISEA funding listed in the October 30, 2009, letter from the California State Controller John Chiang, and subtracting the amount appropriated in FY 09/10 and FY 10/11.)

Project Name	Project Description	PTMISEA Funds by FY					Other Fund Sources			Total Estimated Project Cost
		Prior	14/15	15/16	16/17	Total From Future Appropriation	Federal	State	Local	
Operator Allocation	GC 8879.55(a)(3)									
3 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses (CMAQ match)	\$63,659				\$0	\$491,342			\$555,000
2 Fixed Route rplc buses	Purchase fixed route replacement buses (CMAQ match)	\$110,615				\$0	\$853,773			\$964,388
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements	\$144,915				\$0	\$25,085			\$170,000
1 rplc service truck	Purchase replacement service truck	\$35,000				\$0				\$35,000
Path of travel bus stop imprv.	Path of travel bus stop improvements (Article 3 match)	\$28,189				\$0			\$92,166	\$120,355
ITS hardware/software	ADA paratransit and fixed route communications and data resources	\$190,556	\$249,337			\$249,337				\$439,893
Population Allocation	GC 8879.55(a)(2)									
3 fixed route expansion buses	Purchase fixed route expansion buses	\$1,800,000				\$0				\$1,800,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, solar lights and accessibility improvements	\$125,000				\$0	\$50,170			\$175,170
2 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses	\$190,000				\$0				\$190,000
ITS hardware/software	Purchase ADA paratransit and fixed route communications and data resources	\$385,918				\$0				\$385,918
8 Premium ParaT. Rplc buses	Purchase replacement buses	\$1,205,000				\$0				\$1,205,000
2 Service vehicles rplc	Purchase replacement service vehicles	\$105,000				\$0				\$105,000
2 fixed route rplc buses	Purchase Regional Buses rplc	\$970,000				\$0				\$970,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, solar lights and accessibility improvements	\$115,000				\$0	\$135,568			\$250,568
4 ADA ParaT. Rplc/Exp buses	Purchase ADA Paratransit replacement buses (2) and expansion (2)		\$86,000			\$86,000	\$381,337	\$22,663		\$490,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, solar lights and accessibility improvements		\$125,000			\$125,000	\$35,568			\$160,568
Barstow Bus Stop Amenities	Purchase benches, solar lights, trash cans and other bus stop improvements		\$14,276			\$14,276				\$14,276
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses			\$1,354,000		\$1,354,000				\$1,354,000
2 Service vehicles rplc	Purchase replacement service vehicles			\$75,000		\$75,000				\$75,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, solar lights and accessibility improvements			\$100,000		\$100,000				\$100,000
2 Service vehicles rplc	Purchase replacement service vehicles				\$80,000	\$80,000				\$80,000
5 fixed route rplc buses	Purchase fixed route replacement buses				\$2,810,503	\$2,810,503				\$2,810,503
5 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses				\$450,000	\$450,000				\$450,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, solar lights and accessibility improvements				\$100,000	\$100,000				\$100,000
						\$0				\$0

Total Number of Projects:	PTMISEA Funds by FY					Other Fund Sources			Total Estimated Project Cost	
	Prior	14/15	15/16	16/17	Total	Federal	State	Local		
24	Totals:	\$5,468,852	\$474,613	\$1,529,000	\$3,440,503	\$5,444,116	\$1,972,843	\$22,663	\$92,166	\$12,986,338

Description:
 Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's remaining share of PTMISEA funds for the life of the Bond. The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA Future Appropriations (above).

Shaded areas are precalculated. Please do not change the formulas.

Date: _____

Date: _____

ATTACHMENT B

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA) PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Southern California Regional Rail Authority
 City/County: Los Angeles/San Bernardino
 Sponsor Contact: Joanna Capelle
 Email: capellej@scrta.net
 Phone: 213 247-8049

Total PTMISEA Appropriation: 6799128 + 28142875 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

Project Name	Project Description	PTMISEA Funds by FY										Other Fund Sources			Total Estimated Project Cost			
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local				
Operator Allocation	GC 8879.55(a)(3)																	
1. Positive Train Control (PTC)	PTC is a predictive collision avoidance technology designed to stop a train before a train movement that may result in an accident can occur. The Rail Safety Improvement Act of 2008 mandates the installation of PTC on passenger rail systems by 12/31/2015.		\$874,339	\$2,623,022										\$3,497,361	\$73,614,650	\$81,621,734	\$25,605,587	\$184,339
2. Rehab/Renovation	Rehab of Metrolink infrastructure, rolling stock, and equipment to extend useful life.			\$620,035				\$1,030,848						\$1,650,883				\$1,650
3. SB Line Sealed Corridor - SB County	Installation of fencing, barriers and other Safety Improvements			\$620,036				\$1,030,848						\$1,650,884				\$1,650
Population Allocation	GC 8879.55(a)(2) - Funds from SANBAG													\$0				
1. Positive Train Control (PTC)	(see above)	\$5,500,000				\$18,798								\$18,798				\$18
2. Safety Retrofits on Rail Cars	(see above)	\$3,309,525					\$458,073	\$458,073	\$458,073	\$458,073				\$1,832,292				\$1,832
3. SB Line Extension	Extends SB Line to San Bernardino Transit Station (Rialto & E)			\$1,000,000	\$5,419,844									\$6,419,844	\$22,306,000	\$16,621,156	\$27,211,000	\$72,558
4. Redlands Line Construction	Reconstruct 9 miles, grade crossings, signal system & 8 stations							\$544,939						\$544,939	\$85,586,000	\$4,794,000	\$109,295,000	\$200,219
5. Redlands Rail Equipment	Acquire Redlands Rail vehicles							\$15,827,000						\$15,827,000				\$15,827
6. Rialto Metrolink Parking	Acquire property and construct additional surface parking			\$1,500,000										\$1,500,000	\$3,485,000		\$800,000	\$5,785
7. Double Tracking Projects	Lilac to Rancho, 3 miles & 9 x-ings; Central to Archibald, 5.5 miles & 12 x-ings				\$2,000,000									\$2,000,000				\$2,000
														\$0				\$0
														\$0				\$0
														\$0				\$0
														\$0				\$0
Total Number of Projects:	8																	
Totals:		\$8,809,525	\$874,339	\$6,363,093	\$7,419,844	\$18,798	\$458,073	\$18,891,708	\$458,073	\$458,073	\$34,942,001	\$184,991,650	\$103,036,890	\$162,911,587	\$485,882			

Description:
 Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond. The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature : _____	Date: _____
Caltrans Signature : _____	Date: _____

Minute Action

AGENDA ITEM: 13

Date: *November 5, 2014*

Subject:

Amended Fiscal Year 2014/2015 State Transit Assistance Fund Allocation for Mountain Area Regional Transit Authority

Recommendation:

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

Approve an increase of \$201,144 to the Fiscal Year 2014/2015 State Transit Assistance Fund - Population allocation for the Mountain Area Regional Transit Authority for purchase of a replacement vehicle, increasing the total allocation from \$108,468 to \$309,612.

Background:

Since November 2013, the Mountain Area Regional Transit Authority (MARTA) has been offering the Mountain Transit Weekend Trolley service taking passengers through the village to the Alpine Zoo, Snow Summit and Bear Mountain Resorts, the Alpine Slide and Interlaken Shopping Center and various motels and restaurants. Trolley conductors entertain the passengers with historical narratives about the Big Bear area as they travel along the route. The service runs from 10:00 a.m. - 10:00 p.m. and 7:30 a.m. – 7:30 p.m. in the summer and winter seasons, respectively, coinciding with the seasonal activities.

A successful marketing effort garnered support from the Village Business Association, City of Big Bear Lake, Big Bear Resort Association, Big Bear Chamber and Visitors Center, Bear Mountain Ski Resorts as well as numerous independent hotels and motels. Several businesses have promoted ridership by purchasing tickets in advance and distributing them to their customers. The overall response from visitors, businesses and community members has been hugely positive.

In July 2014 MARTA notified SANBAG of the need to replace the existing trolley as it is over 10 years old and in need of frequent maintenance. Additionally, the body was manufactured by a company that is no longer in business; therefore, body parts have had to be custom fabricated. The price of a new trolley is estimated to be \$201,144.

Staff recommendation is that MARTA's Fiscal Year 2014/2015 operator allocation be amended to include this additional funding, which will increase the total Fiscal Year 2014/2015 allocation to MARTA from \$108,468 to \$309,612.

Entity: CTC

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Financial Impact:

This item is consistent with the SANBAG Fiscal Year 2014/2015 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Minute Action

AGENDA ITEM: 14

Date: *November 5, 2014*

Subject:

Memorandum of Understanding with the Southern California Association of Governments -
 Section 5310 Program Administration

Recommendation:

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

- A. Approve the Memorandum of Understanding No. 15-1001089 with Southern California Association of Governments for the Section 5310 Program for Enhanced Mobility of Seniors and Individuals with Disabilities.
- B. Authorize the Executive Director and/or his designee to execute the Memorandum of Understanding No. 15-1001089.

Background:

The Federal Transit Administration (FTA) Section 5310 Program provides formula funding to States and Designated Recipients of large urbanized areas (UZAs) to improve mobility for seniors and individuals with disabilities. This program provides funds to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Under Moving Ahead for Progress in the 21st Century (MAP-21), the Section 5310 Program no longer provides a single apportionment to the State. It now provides apportionments specifically for large urbanized, small urbanized and rural areas. Additionally, MAP-21 requires that for each large urbanized area, a new Designated Recipient(s) must be identified to administer the Section 5310 Program. Prior to MAP-21, Caltrans was the Designated Recipient administering Section 5310 Program funds.

Caltrans presented three options to choose from in regards to the 5310 Program Administration: Statewide Program Administration, Regional Program Administration, and Regional Program Administration with Statewide Procurement and Oversight.

Under the Statewide Program Administration option, Caltrans would be the Designated Recipient for all Section 5310 funds in California, including large urban, small urban and rural areas. Caltrans would be responsible for selecting the projects following a competitive application process and entering into agreements with selected recipients, procurement, and oversight along with project monitoring and tracking.

Entity: *CTC*

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Under the Regional Program Administration option, the Designated Recipient would be a local eligible government entity, such as a Metropolitan Planning Organization (MPO), County Transportation Commission (CTC), or public transit operator, within the large UZA. In addition, multiple designated recipients are allowed in one large UZA. Designated Recipients for FTA Section 5307 Program funds are eligible Direct Recipients for Section 5310 Program funds. The regional program administration options are the following: (a) the MPO, such as Southern California Association of Governments (SCAG), is the Designated Recipient and CTCs, such as SANBAG, are the Direct Recipients; (b) the CTC is the Designated Recipient and the Direct Recipient; or (c) there are Multiple Designated and Direct Recipients. SCAG was not in favor of this option and SANBAG is not a Designated Recipient for Section 5307 Program funds.

Under the Regional Program Administration with Statewide Procurement and Oversight option, Caltrans is the Designated Recipient and would be responsible for executing Standard Agreements with the sub-recipients, programming projects into the Federal Transportation Improvement Program (FTIP), and procurement, monitoring, inspections, and implementation. MPOs and/or CTCs would be responsible for the pre-executed grant process. Additionally, this scenario would also allow for each eligible Designated and Direct Recipient to use grant funds for administrative-related purposes. MPOs and CTCs may have to apply directly to FTA for these funds and identify the administrative cost within the Program of Projects (POP).

In consultation with SCAG, other CTCs in the SCAG region, and the transit operators within the SANBAG jurisdiction, SANBAG selected option 3, Regional Program Administration with Statewide Procurement and Oversight, also referred to as the Administration Hybrid-Partnership. As discussed above, SANBAG will be responsible for the pre-executed grant process, which includes the Call for Projects, workshops, reviewing/scoring/awarding/approving grant applications, developing the POP, and submitting the POP to SCAG. SCAG will be responsible for delivering all final decisions and selections to Caltrans.

The Memorandum of Understanding recommended for approval between SANBAG and SCAG clarifies the roles and responsibilities with regards to the implementation of the Section 5310 Program with the Administration Hybrid-Partnership model. The grant application will address the roles and responsibilities between SANBAG and each grant recipient. Each grant recipient will be required to enter into a sub-recipient agreement with Caltrans.

Financial Impact:

This item has no impact on the SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014. SANBAG General Counsel has reviewed this item and the memorandum of understanding.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

**MEMORANDUM OF UNDERSTANDING
No. M-006-15**

**BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS AND
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
FOR THE SECTION 5310 ADMINISTRATION HYBRID-PARTNERSHIP**

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** ("SCAG") and **San Bernardino Associated Governments**, acting in its capacity as the San Bernardino County Transportation Commission (SANBAG), subsequently herein referred to as the "County Transportation Commission (CTC)," for the Administration Hybrid-Partnership in regards to the Federal Transit Administration (FTA) Section 5310 Program under the Moving Ahead for Progress in the 21st Century (MAP 21) reauthorization. SCAG and CTC may be collectively herein referred to as “Parties.”

RECITALS

WHEREAS, under the terms of MAP-21, SCAG engaged in extensive consultations with Caltrans and the SCAG-area County Transportation Commissions (CTCs) and arrived at Caltrans as the Designated Recipient for the large urbanized areas within the SCAG region, with the exception of Los Angeles and Ventura counties;

WHEREAS, it was decided in the best interest of the region, to select the option known as the Administrative Hybrid – Partnership for the Counties of Orange, Riverside, and San Bernardino;

WHEREAS, on April 23, 2014, the Governor of the State of California named Designated Recipients for large UZAs as set forth in Addendum No. 1, attached hereto and incorporated herein by this reference;

WHEREAS, under the Administrative Hybrid – Partnership option, Caltrans will be retained as the Designated Recipient and be responsible for overall grant program management, including procurement and entering agreements with subrecipients; and

WHEREAS, this MOU defines responsibilities for the CTC and SCAG under the Administrative Hybrid – Partnership option. CTCs will be responsible for all project scoring/selections and programming decisions. SCAG will be responsible for delivering all final decisions and selections to Caltrans.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

The above recitals are hereby incorporated into this Agreement.

1. Term

- A. The Term of this MOU shall begin on the Effective Date of the MOU and continues in full force until such party withdraws from this MOU pursuant to Section 5 or this MOU is terminated by SCAG upon thirty (30) calendar days prior written notice.
- B. The Effective Date of this MOU shall mean the date (meaning the last date indicated on the signature page of this MOU) that the Parties have fully executed this MOU.
- C. The Project will involve coordination between SCAG and CTCs, whereas the CTC will be responsible for delivering all required deliverables to SCAG and in turn, SCAG will be responsible for delivering those finalized deliverables to Caltrans. The major tasks and party responsible is identified in the Project Timeline, attached hereto and subsequently herein referred to as Addendum No. 2.

2. Section 5310 Categories and Funding Thresholds

- A. The County Allocations and Category Thresholds are attached hereto and subsequently herein referred to as Addendum No. 3.
- B. The following eligible activities by category are identified below:
- 1) Traditional Projects- The eligible activities listed in Chapter III, Section 14 in the FTA Circular C.9070.1G are eligible under the Administrative Hybrid – Partnership; with the exception of the following ineligible activities:
 - Acquisition of transportation services under a contract, lease, or other arrangement (Only eligible if there is a State approved MOU)
 - Lease of equipment
 - Preventive maintenance (as defined in the National Transit Database)
 - Vehicle rehabilitation; manufacture, or overhaul and Wheelchair lifts
 - Transit Shelters or other facility improvements
 - Fixed route equipment such as, but not limited to; fareboxes, destination signs, stop request system (yellow pull cords), transfer cutters.
 - 2) Expanded Projects - The eligible activities listed in Chapter III, Section 15 in the FTA Circular C.9070.1G are eligible under the Administrative Hybrid – Partnership; with the exception of the following ineligible activities:
 - Lease of equipment
 - Preventive maintenance (as defined in the National Transit Database)
 - Vehicle rehabilitation; manufacture, or overhaul and Wheelchair lifts
 - Transit Shelters or other facility improvements
 - Fixed route equipment such as, but not limited to; fareboxes, destination signs, stop request system (yellow pull cords), transfer cutters.
 - 3) Planning Projects: A portion of the CTC’s allocation may be used to fund program planning costs including technical assistance, project

selection/programming and local coordinated plan expenses. CTCs may pass any portion of funds available for planning related expenses, up to the allowable maximum amount identified in Addendum No. 3, on to subrecipients for the same purpose. Planning costs may be funded at 100 percent federal share.

3. Roles and Responsibilities

The Parties hereby agree to the following Summary of Responsibilities in conjunction with the detailed tasks identified in Addendum No. 2:

A. CTC Responsibilities:

- 1) The CTC has the option of using Caltrans' application template, but is not required to do so. At minimum, the following information is needed for each selected project:
 - Traditional Projects:
 - Coordinated Plan Certification
 - Current Grant Subrecipient – Compliance
 - Project Need
 - Private Nonprofit Agency – Corporation Status Inquiry and Certification
 - Public Agency Certification: If applicable, the following, but not limited to, would be required to satisfy the Public Agency Certification:
 - Public agency designation letter or proof of public hearing(s) AND agency findings resolution must be completed and submitted to SCAG by November 28, 2014.
 - General Certifications and Assurances Summary
 - Agency Profile
 - Expanded Projects:
 - Coordinated Plan Certification
 - Private Nonprofit-Corporation Status Inquiry and Certification
 - General Certification and Assurances
 - Lawsuits/Complaints
 - Applicant Profile
 - Applicant's Annual Budget
 - Planning Projects:
 - Coordinated Plan Certification
 - Private Nonprofit-Corporation Status Inquiry and Certification
 - General Certification and Assurances
 - Lawsuits/Complaints
 - Applicant Profile
 - Applicant's Annual Budget

- 2) The CTC shall develop their own project selection criteria consistent with their coordinated planning process ensuring such process is fair, non-discriminating and equitable, and all applicants certify and assure that they will comply with all federal-aid requirements, including Title VI requirements and related guidelines, upon project award.
- 3) Project selection that is conducted in accordance with FTA Circular C9070.1G.
- 4) Project selection consistent with the FTA Circular C9070.1G and the ineligible activities identified in Section 2 (B) of this MOU.
- 5) The Finalized Project Selection List (also referred to as the Program of Projects) must use the Project Selection template provided by SCAG and be submitted to SCAG on or before January 14, 2015.
- 6) Programming the selected projects into the Federal Transportation Improvement Program (FTIP).

B. SCAG Responsibilities:

- 1) Large UZA apportionments are maintained according to FTA notices and responsible for identifying county splits and program category thresholds for each large UZA.
- 2) SCAG will finalize the Program of Projects and receive its governing board approval for the selected projects.
- 3) Ensure projects are eligible under the eligibility activities identified in Section 2 (B) of this MOU.
- 4) Ensure recipients are eligible in accordance with FTA Circular C9070.1G.
- 5) In the event that before a project is funded, should SCAG find the project is ineligible and/or insufficient to carry out the intent of the program, SCAG reserves the right, in consultation with the CTC to cancel the project.

4. **Funding Availability**

FTA Section 5310 grant funds will be available to the local agency grantees after Caltrans receives final grant approval from FTA to release the funds.

5. **Hold Harmless**

The CTC undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its Regional Council board members, officers, employees, and agents, from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs

(including without limitation, costs and fees of litigation) of every nature arising out of or in connection with the CTC's performance of services hereunder or its failure to comply with any of its obligations or requirements contained in this MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of SCAG.

6. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Basil Panas, Chief Financial Officer
Southern California Association of Governments
818 W. 7th Street, 12th Floor
Los Angeles, CA 90017
Phone: (213) 236-1817

To CTC: Mr. Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

7. Termination of MOU Funding Availability

The termination, suspension or cancellation of this MOU must be negotiated between the involved parties, and memorialized in writing.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Approvals:

**SAN BERNARDINO ASSOCIATED GOVERNMENTS,
Acting as the San Bernardino County Transportation Commission**

Raymond Wolfe, SANBAG Executive Director

Date

APPROVED AS TO FORM:

Eileen Monaghan Teichert, SANBAG General Counsel

Date

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Hasan Ikhata, Executive Director
Southern California Association of Governments

Date

APPROVED AS TO FORM:

Joan Africa, Chief Counsel
Southern California Association of Governments

Date

ADDENDUM NO. 1

LARGE UZA DESIGNATIONS

Designated Recipients List

<u>Large UZA</u>	<u>Designated Recipient</u>
1) Antioch	Caltrans
2) Concord	Caltrans
3) San Francisco - Oakland	Caltrans
4) San Jose	Caltrans
5) Santa Rosa	Caltrans
6) Indio- Cathedral City County of Riverside	Caltrans
7) Lancaster-Palmdale County Los Angeles	Los Angeles County Metropolitan Transportation Authority (Metro)
8) Los Angeles-Long Beach-Anaheim County of Los Angeles	Metro
County of Orange	Caltrans
County of San Bernardino	Caltrans
9) Mission Viejo-Lake Forest-San Clemente County of Orange	Caltrans
10) Murrieta-Temecula-Menifee County of Riverside	Caltrans
11) Oxnard County of Ventura	Ventura County Transportation Commission (VCTC)
12) Thousand Oaks County of Ventura	Ventura County Transportation Commission (VCTC)
13) Riverside-San Bernardino County of Riverside	Caltrans
County of San Bernardino	Caltrans
14) Santa Clarita County of Los Angeles	Metro
15) Victorville-Hesperia County of San Bernardino	Caltrans
16) Bakersfield	Caltrans
17) Fresno	Fresno COG
18) Modesto	Caltrans
19) Sacramento	Caltrans
20) San Diego	San Diego Association of Governments
21) Stockton	Caltrans
21) Visalia	Caltrans

ADDENDUM NO. 2 PROJECT TIMELINE

SECTION 5310 ADMINISTRATIVE HYBRID-PARTNERSHIP																										
TASK	RESPONSIBLE PARTY	FY 2014/15												FY 2015/16												DOCUMENTS
		July	August	September	October	November	December	January	February	March	April	May	June	J	A	S	O	N	D	J						
1.0	SCAG & CTC MOU																									
1.1	Final MOU Sent to CTCs	SCAG																								Final MOU
1.2	MOU Signed by CTCs & Returned to SCAG	CTCs																								Copy of CTC signed MOU
1.3	MOU Executed	SCAG																								MOU sent to all Parties for their Records
2.0	CALL FOR PROJECTS/PROJECT SELECTION PROCESS																									
2.1	Project Selection Initiated (Start No Later Than 10/1/14)	CTCs																								Application, Announcement, etc
2.2	Caltrans Workshop (If applicable); Oct 6 - 10, 2014	Caltrans																								Flyer, Sign-in Sheet, etc
2.3	Applications (If Applicable) due to CTCs	Applicants																								Applications/Projects Info
2.4	Preliminary List of Projects submitted to SCAG	CTCs																								Draft Project List
2.4	Finalized Program of Projects (POP) submitted to SCAG	CTCs																								Final POP w/ contingent backup projects
2.5	Review of Selected Projects	SCAG																								POP and Applications for Selected Projects
2.6	SCAG Governing Board Approval	SCAG																								Staff Report, Resolution and POP
2.7	Selected Projects submitted to Caltrans	SCAG																								Resolution, POP and Certs & Assurances
2.8	If applicable, Public hearings must be completed and submitted to SCAG	Applicants																								Public Hearing documentation
2.9	Projects reviewed by Caltrans and California Transportation Commission adopts project selections	Caltrans																								Meeting Summary
3.0	PROJECT PROGRAMMING/FTIP AMENDMENT																									
3.1	Initiate Programming of Projects in FTIP	CTCs																								Email transmittal reminder from SCAG to CTCs
3.2	Projects Programmed in FTIP	SCAG																								FTIP Sheets and Approval Letters
4.0	CALTRANS FTA GRANT PROCESS																									
4.1	Initiate and Submit FTA Grant Application	Caltrans																								Draft Application
4.2	Grant Application approved by FTA	Caltrans/FTA																								Approved Final Application
5.0	CALTRANS & SUBRECIPIENT AGREEMENTS																									
5.1	Caltrans Workshops for Subrecipients (Fall 2015)	Caltrans																								Flyer, Sign-in Sheet, etc
5.2	Caltrans submits Standard Agreements to Subrecipients	Caltrans																								Standard Agreements
5.3	Subrecipients sign Standard Agreements	Subrecipients																								Signed Standard Agreements
5.4	Caltrans executes Standard Agreements	Caltrans																								Executed Standard Agreements

Attachment: MOU No M-006-15 MAP 21 5310 Admin Hybrid - SCAG SANBAG - sent by SCAG on Sep 30 - revised by SANBAG (1390 : MOU with

ADDENDUM NO. 3 COUNTY ALLOCATIONS & CATEGORY THRESHOLDS

FY 2013 SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES COUNTY ALLOCATIONS SUMMARY													
County	Indio - CC UZA		LA UZA*		Mission Viejo UZA		Riv-SB UZA*		Temecula - Murr UZA		Victorville UZA		GRAND TOTALS
	County Share Rate	Apport.	County Share Rate	Apport.	County Share Rate	Apport.	County Share Rate	Apport.	County Share Rate	Apport.	County Share Rate	Apport.	
Orange	0%	\$ -	19%	\$ 1,621,982	100%	\$ 414,221	0%	\$ 0	0%	\$ -	0%	\$ -	\$ 2,036,203
San Bernardino	0%	\$ -	4%	\$ 382,479	0%	\$ -	41%	\$ 482,505	0%	\$ -	100%	\$ 226,889	\$ 1,091,873
Riverside	100%	\$ 359,008	0%	\$ (0)	0%	\$ -	59%	\$ 707,912	100%	\$ 241,465	0%	\$ -	\$ 1,308,384
TOTALS	100%	\$ 359,008	100%	\$ 2,004,461	100%	\$ 414,221	100%	\$ 1,190,417	100%	\$ 241,465	100%	\$ 226,889	\$ 4,436,461
5% Caltrans Admin fee	5%	\$ 17,950	5%	\$ 100,223	5%	\$ 20,711	5%	\$ 59,521	5%	\$ 12,073	5%	\$ 11,344	
5% Planning Projects Max**	5%	\$ 17,950	5%	\$ 100,223	5%	\$ 20,711	5%	\$ 59,521	5%	\$ 12,073	5%	\$ 11,344	
40% Max for Expanded Projects***	40%	\$ 143,603	40%	\$ 801,784	40%	\$ 165,688	40%	\$ 476,167	40%	\$ 96,586	40%	\$ 90,756	
55% for Traditional Projects Minimum	55%	\$ 197,454	55%	\$ 1,102,453	55%	\$ 227,821	55%	\$ 654,730	55%	\$ 132,806	55%	\$ 124,789	

*These Large UZAs have multiple counties. Please see tables below for county splits.

**This category is optional and not required. Should the CTCs chose to use the 5% maximum for planning related purposes, it will reduce the Expanded Projects threshold to 35%.

***Given Caltrans is using 5% for admin expenses, 40% is the maximum amount eligible under this category. However, this category may be lowered to 35% should the CTCs chose to use the 5% maximum for planning related purposes.

FY 2013 SECTION 5310 ALLOCATIONS CATEGORY THRESHOLDS: LOS ANGELES-LB-ANAHEIM UZA

Thresholds by Category	ORANGE COUNTY		SAN BERNARDINO COUNTY		GRAND TOTALS
	Max Rates	Apport.	Max Rates	Apport.	
Total Allocation	100%	\$ 1,621,982	100%	\$ 382,479	\$ 2,004,461
5% Calltrans Fee	5%	\$ 81,099	5%	\$ 19,124	\$ 100,223
5% Planning Max****	5%	\$ 81,099	5%	\$ 19,124	\$ 100,223
40% Expanded Max*****	40%	\$ 648,793	40%	\$ 152,991	\$ 801,784
55% Traditional Min.	55%	\$ 892,090	55%	\$ 210,363	\$ 1,102,453

FY 2013 SECTION 5310 ALLOCATIONS CATEGORY THRESHOLDS: Riverside - San Bernardino UZA

Thresholds by Category	RIVERSIDE COUNTY		SAN BERNARDINO COUNTY		GRAND TOTALS
	Max Rates	Apport.	Max Rates	Apport.	
Total Allocation	100%	\$ 707,912	100%	\$ 482,505	\$ 1,190,417
5% Calltrans Fee	5%	\$ 35,396	5%	\$ 24,125	\$ 59,521
5% Planning Max****	5%	\$ 35,396	5%	\$ 24,125	\$ 59,521
40% Expanded Max*****	40%	\$ 283,165	40%	\$ 193,002	\$ 476,167
55% Traditional Min.	55%	\$ 389,352	55%	\$ 265,378	\$ 654,730

****This category is optional and not required. Should the CTCs chose to use the 5% maximum for planning related purposes, it will reduce the Expanded Projects threshold to 35%.

*****Given Caltrans is using 5% for admin expenses, 40% is the maximum amount eligible under this category. However, this category may be lowered to 35% should the CTCs chose to use the 5% maximum for planning related purposes.

FY 2014 SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES COUNTY ALLOCATIONS SUMMARY													
County	Indio - CC UZA		LA UZA*		Mission Viejo UZA		Riv-SB UZA*		Temecula - Murr UZA		Victorville UZA		GRAND TOTALS
	County Share Rate	Apport.	County Share Rate	Apport.	County Share Rate	Apport.	County Share Rate	Apport.	County Share Rate	Apport.	County Share Rate	Apport.	
Orange	0%	\$ -	19%	\$ 1,562,072	100%	\$ 422,427	0%	\$ 0	0%	\$ -	0%	\$ -	\$ 1,984,500
San Bernardino	0%	\$ -	4%	\$ 368,255	0%	\$ -	41%	\$ 504,580	0%	\$ -	100%	\$ 251,254	\$ 1,124,089
Riverside	100%	\$ 405,826	0%	\$ 0	0%	\$ -	59%	\$ 739,317	100%	\$ 289,320	0%	\$ -	\$ 1,434,464
TOTALS	100%	\$ 405,826	100%	\$ 1,930,328	100%	\$ 422,427	100%	\$ 1,243,897	100%	\$ 289,320	100%	\$ 251,254	\$ 4,543,053
5% Caltrans Admin Fee	5%	\$ 20,291	5%	\$ 96,516	5%	\$ 21,121	5%	\$ 62,195	5%	\$ 14,466	5%	\$ 12,563	
5% Planning Projects Max	5%	\$ 20,291	5%	\$ 96,516	5%	\$ 21,121	5%	\$ 62,195	5%	\$ 14,466	5%	\$ 12,563	
40% Max for Expanded Projects **	40%	\$ 162,331	40%	\$ 772,131	40%	\$ 168,971	40%	\$ 497,559	40%	\$ 115,728	40%	\$ 100,502	
55% for Traditional Projects Minimum	55%	\$ 223,204	55%	\$ 1,061,680	55%	\$ 232,335	55%	\$ 684,144	55%	\$ 159,126	55%	\$ 138,190	

*These Large UZAs have multiple counties. Please see tables below for county splits.

**This category is optional and not required. Should the CTCs chose to use the 5% maximum for planning related purposes, it will reduce the Expanded Projects threshold to 35%.

***Given Caltrans is using 5% for admin expenses, 40% is the maximum amount eligible under this category. However, this category may be lowered to 35% should the CTCs chose to use the 5% maximum for planning related purposes.

**FY 2014 SECTION 5310 ALLOCATIONS CATEGORY THRESHOLDS:
LOS ANGELES-LB-ANAHEIM UZA**

Thresholds by Category	ORANGE COUNTY		SAN BERNARDINO COUNTY		GRAND TOTALS
	Max Rates	Apport.	Max Rates	Apport.	
Total Allocation	100%	\$ 1,562,072	100%	\$ 368,255	\$ 1,930,327
5% Calltrans Fee	5%	\$ 78,104	5%	\$ 18,413	\$ 96,516
5% Planning Max****	5%	\$ 78,104	5%	\$ 18,413	\$ 96,516
40% Expanded Max*****	40%	\$ 624,829	40%	\$ 147,302	\$ 772,131
55% Traditional Min.	55%	\$ 859,140	55%	\$ 202,540	\$ 1,061,680

**FY 2014 SECTION 5310 ALLOCATIONS CATEGORY THRESHOLDS:
Riverside - San Bernardino UZA**

Thresholds by Category	RIVERSIDE COUNTY		SAN BERNARDINO COUNTY		GRAND TOTALS
	Max Rates	Apport.	Max Rates	Apport.	
Total Allocation	100%	\$ 739,317	100%	\$ 504,580	\$ 1,243,897
5% Calltrans Fee	5%	\$ 36,966	5%	\$ 25,229	\$ 62,195
5% Planning Max****	5%	\$ 36,966	5%	\$ 25,229	\$ 62,195
40% Expanded Max*****	40%	\$ 295,727	40%	\$ 201,832	\$ 497,559
55% Traditional Min.	55%	\$ 406,625	55%	\$ 277,519	\$ 684,144

****This category is optional and not required. Should the CTCs chose to use the 5% maximum for planning related purposes, it

*****Given Caltrans is using 5% for admin expenses, 40% is the maximum amount eligible under this category. However, this category may be lowered to 35% should the CTCs chose to use the 5% maximum for planning related purposes.



CONTRACT SUMMARY SHEET

Contract No. 15-1001089 Amendment No. _____

By and Between

SANBAG and SCAG

Contract Description MOU between SANBAG and SCAG ; defining roles and responsibilities for implementing Section 5310 Program.

Board of Director's Meeting Date: November 5, 2014
Overview of BOD Action: Approve the memorandum of understanding 15-1001089 between SANBAG and SCAG for the Section 5310 Program.

Is this a Sole-Source procurement? Yes No

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

Contract Start Date Effective date of contract	Current Contract Expiration Date June 30, 2016	Revised Contract Expiration Date
--	--	---

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0501.
 A Budget Amendment is required.
How are we funding current FY? N/A

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
This is FTA funding that SANBAG allocates but does not flow through our books. Will go directly to subrecipient via Caltrans. Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % ____.

Disadvantaged Business Enterprise (DBE) Goal ____ %

Vanessa Jezik

Project Manager (Print Name)
Andrea Zureick

Task Manager (Print Name)
Andrea Zureick

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

Contract Administrator (Print Name)
William Stawarske

Chief Financial Officer (Print Name)

[Signature]
Signature _____ Date 9/25/14

[Signature]
Signature _____ Date 9/25/14

[Signature]
Signature _____ Date 9/30/14

[Signature]
Signature _____ Date 10/2/14

Minute Action

AGENDA ITEM: 15

Date: *November 5, 2014*

Subject:

Call for Projects for Federal Transit Administration Section 5310

Recommendation:

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

Approve the issuance of a Federal Transit Administration Section 5310 Program Call for Projects due to San Bernardino Associated Governments on December 5, 2014.

Background:

As outlined in the Memorandum of Understanding between San Bernardino Associated Governments (SANBAG) and Southern California Association of Governments (SCAG), SANBAG has the authority to select projects for Federal Transit Administration (FTA) Section 5310 Program funds located in the urbanized areas within San Bernardino County. Once SANBAG has made its project selection and SCAG has approved the selections, Caltrans will enter into agreements with the agencies that are awarded funding and provide project oversight for these projects.

The total funding available is as follows:

- \$454,236 Victor Valley - Hesperia Urbanized Area
- \$713,197 Los Angeles - Long Beach - Anaheim Urbanized Area (all areas west of Fontana, not including the City of Fontana)
- \$937,731 Riverside - San Bernardino Urbanized Area (all areas east of Fontana, including the City of Fontana)

There are two applications for this funding depending on the type of project submitted. One is for Traditional Section 5310 Projects, and the other is for Expanded Section 5310 Projects.

Those who would like to apply for Traditional Section 5310 funding should submit projects that are considered buses/vans that are ADA accessible, vehicle procurement testing and inspection, radios and communication equipment, computer hardware and software that support Section 5310 program purposes only, extended warranties which do not exceed the industry standard, and transit related intelligent transportation systems.

Those who would like to apply for Expanded Section 5310 funding should submit projects that are considered operating activities such as expansion of paratransit service that is beyond ADA minimum requirements, expansion of service hours, enhancement of services such as door-to-door or escort services, and new or expansion of volunteer driver programs. Additionally under the Expanded Section 5310 Projects, capital activities are allowed such as acquisition of

Entity: CTC

Board of Directors Agenda Item

November 5, 2014

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accessibility equipment beyond ADA requirements, purchasing accessible vehicles to support taxi, vanpooling, and/or ridesharing programs, and mobility management activities.

A minimum of 55% of the funding will be awarded to Traditional Section 5310 Projects and the remaining will be used for the Expanded Section 5310 Projects. There will be a staff level review panel made up of AMMA Consulting, SANBAG staff and Riverside County Transportation Commission staff. No potential applicants will be a part of the review process. Once the applications are reviewed a recommendation will be made to the Commuter Rail and Transit Committee and then to the SANBAG Board of Directors.

The schedule will be the following:

§5310 grant application released by SANBAG	11/5/2014
Draft applications due to SANBAG for optional review	11/19/2014
Final completed applications due to SANBAG	12/5/2014
SANBAG Board approves §5310 allocations	2/4/2015

Staff recommends that the Board, acting in its capacity as the San Bernardino County Transportation Commission approve the issuance of a Federal Transit Administration Section 5310 Call for Projects due to SANBAG on December 5, 2014.

Financial Impact:

This item has no impact on the Fiscal Year 2014/2015 budget as the 5310 funds will not flow through SANBAG.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on October 9, 2014. This item has been reviewed by SANBAG General Counsel.

Responsible Staff:

Andrea Zureick, Director of Fund Administration



FTA Expanded 5310 Projects
*Enhanced Mobility for Seniors and
 Individuals with Disabilities Program*
Grant Application
**Urbanized Areas of San Bernardino
 County**

Due to SANBAG: December 5, 2014

NOTE: Please complete all sections of this application. Application packages with incomplete and/or missing information will not be considered for funding.

Agency (Applicant) Legal Name

Physical Address (No P.O. Box)

City

County

Zip

Contact Person (Grant Management)

Phone

FAX

E-Mail Address

Name of Authorizing Representative certifying to the information contained in this application is true and accurate:

Printed Name: _____ Title: _____

Must attach a Resolution of Authority from your Board (original document) for the person signing all documents on behalf of your agency.

Signature (Authorizing Representative) _____

Email: _____ Phone Number: _____

Metropolitan Planning Agency/Regional Transportation Planning Agency:

San Bernardino Associated Governments

MPO/RTPA contact name, phone, and email address

Nancy Strickert (SANBAG) – (909) 884-8276 NStrickert@sanbag.ca.gov

Available in alternate formats by request

San Bernardino Associated Governments
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410

Expanded 5310
Application Checklist/Table of Contents

Applicant: _____ **County/Region:** _____

Contact Person: _____ **Phone Number:** _____

<u>Table of Contents:</u>	Page (s)	Checklist (Return Applicable Items to Caltrans)
COMPLETE THE REQUIRED SECTIONS		
Application Checklist/Table of Contents	2	<input type="checkbox"/>
PART I – Coordinated Plan Certification	3	<input type="checkbox"/>
PART II – Private Nonprofit-Corporation Status Inquiry and Certification	4	<input type="checkbox"/>
PART III – General Certification and Assurances	5	<input type="checkbox"/>
PART IV – Lawsuits/Complaints	11	<input type="checkbox"/>
PART V – Applicant Profile	12	<input type="checkbox"/>
PART VI – Applicant’s Annual Budget	13	<input type="checkbox"/>
COMPLETE THE APPLICABLE SECTION(S)		
PART VII – Funding Request	15	<input type="checkbox"/>
ATTACHMENT A – Operating Assistance Information	16-21	<input type="checkbox"/>
ATTACHMENT B – Mobility Management	22-27	<input type="checkbox"/>
ATTACHMENT C – Capital-Vehicle/Other Equipment	28-36	<input type="checkbox"/>

Application Prepared By: _____ Phone: _____

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

PART I

Coordinated Plan Certification

References: FTA C 9070.1G Chapter V

The projects selected for funding under the Section 5310 program must be included in a locally developed, coordinated public transit-human services transportation plan (Coordinated Plan) that was “developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public.” (Circulars, Section V-5)

For additional information see the California Coordinated Plan Resource Center website at:

<http://www.dot.ca.gov/hq/MassTrans/Coord-Plan-Res.html>

Required Elements: Projects shall be included in a coordinated plan that minimally includes four elements and a level consistent with available resources and the complexity of the local institutional environment. (Circulars, V-1)

Adoption of a Plan: As part of the local coordinated planning process, the lead agency in consultation with participants should identify the process for adoption of the plan. This grant application must document the local plan from which each project is included, including the lead agency, the date of adoption of the plan, or other appropriate identifying information. (Circulars, V-7 & V-8)

Draft Plan: Agencies who do not have a final adopted Coordinated Plan may submit an application for funding if the project was included in a Draft Coordinated Plan. Approved projects will remain in Category B until the final adopted Coordinated Plan and public participation process has been finalized.

Coordinated Plan Lead Agency (Agency preparing the Coordinated Plan)

Agency San Bernardino Associated Governments	
Title of Coordinated Plan - 2011 Updated Public Transit-Human Services Transportation Coordination Plan - San Bernardino County Public Transit - Human Services Transportation Coordination Plan	Date Plan Adopted (attach documentation)
	Date of Draft Plan
Agency Representative Name (Print) Nancy Strickert	Title Transit Analyst
Signature	Date

Grant Applicant

Agency	
Agency Representative (Print)	Title
Signature	Date

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

PART II

Private Nonprofit Agency – Corporation Status Inquiry and Certification

If you are claiming eligibility as a FTA Section 5310 applicant based on your status as a private nonprofit organization, you must obtain verification of your incorporation number and current legal standing from the California Secretary of State Information Retrieval /Certification & Records Unit (IRC Unit). The “Status Inquiry” document must be attached as an appendix to the application. To assist you in obtaining this information, use one of these two methods:

1. To obtain Corporate Records Information over the Internet, go to: <http://kepler.ss.ca.gov/list.html> and enter your agency name. If you are active, print the page and use that as proof. If you are not active, go to page 2 and follow the directions. If the verification of your status is not available at the time you submit your application, you must indicate the date on which you requested the verification and the estimated date it will be forwarded to the Sections 5310 Program.
2. If you are unable to locate the information on line, you can obtain the “Status Inquiry” document by making a written request to:

**Secretary of State
Information Retrieval/Certification Unit (IRC)
1500 11th Street, 3rd Floor, Sacramento, CA 95814
(916) 653-6814**

Do not submit articles of incorporation, bylaws or tax status documentation.

Private Non-Profits
Legal Name of Non-profit Applicant:
State of California Articles of Incorporation Number:
Date of Incorporation:

PART III

General Certifications and Assurances

The original of the “General Certifications and Assurances” should be signed and dated in blue ink. Use the legal name of your agency exactly as it appears on your Status Inquiry form. If you are a public entity, attach an authorizing resolution, designating a person authorized to sign on behalf of the agency, as an Appendix to the application.

Name of Applicant:		
Address:		
Contact Person:	Work Phone	Work Fax

- a. Pursuant to 49 CFR, Part 21, Title VI of the Civil Rights Act of 1964: The subrecipient assures that no person, on the grounds of race, color, or national origin shall be excluded from participating in, or denied the benefits of, or be subject to discrimination under any project, program, or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the subrecipient receives Federal assistance funded by the Federal Transit Administration (FTA).
- b. Pursuant to 49 CFR Part 27, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance” and the Americans with Disabilities Act of 1990, as amended, at 49 CFR Parts 27, 37, & 38: The subrecipient certifies that it will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by FTA in compliance with all applicable requirements.
- c. The subrecipient assures that it will comply with the Federal statutes, regulations, executive orders, and administrative requirements, which relate to applications made to and grants received from FTA. The subrecipient acknowledges receipt and awareness of the provided reference list of statutes, regulations, executive orders, and administrative requirements that is provided as references in FTA Circular 9070.1G – “Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions.”
- d. Pursuant to FTA Circular 4220.1F, “Third Party Contracting Guidance” (dated November 1, 2008): The subrecipient certifies that its **procurements** and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1F, “Third Party Contracting Requirements,” and such other implementing requirements as FTA may issue. The subrecipient certifies that it will include in its contracts, financed in whole or in part with FTA assistance, all clauses required by Federal laws, executive orders, or regulations and will ensure that each sub recipient and each contractor will also include in its sub agreements and contracts financed in whole or in part with FTA assistance all applicable contract clauses required by Federal laws, executive orders, or regulations.
- e. The subrecipient certifies that it will comply with the requirements of 49 CFR parts 663, in the course of purchasing revenue rolling stock. Among other things, the recipient will conduct, or cause to be conducted, the prescribed **pre-award and post-delivery reviews** and will maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.
- f. Pursuant to Government Code 41 U.S.C.701 *et seq.*, and 49 CFR, Part 32, The subrecipient certifies that it has established and implemented an **anti-drug and alcohol misuse prevention program** and has conducted employee training complying with the requirements of 49 CFR part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations”.
- g. The subrecipient assures and certifies that it requires its subcontractors and sub-recipients to have established and implemented an **anti-drug and alcohol misuse prevention program**, to have conducted employee training complying with the requirements of 49 CFR part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations”.
- h. The subrecipient agrees and assures that it will comply with U.S. DOT regulations, **“Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs,”** 49 CFR part 26. Among other provisions, this regulation requires recipients of DOT Federal financial assistance, namely State and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT-assisted contracts. The recipient agrees and assures that it

will comply with 49 CFR 26.49 which requires each transit vehicle manufacturer, as a condition of being authorized to bid or propose a FTA-assisted transit vehicle procurement (new vehicles only), certify that it complied with the requirements of the DBE program.

- i. The subrecipient assures and certifies that it will adhere to the **California State DBE Program Plan** as it applies to local agencies. The subrecipient must complete and submit to the Department a DBE implementation Agreement. The subrecipient certifies that it must report twice annually on DBE participation in their contracting opportunities; their award/commitments and actual payments.
- j. The subrecipient assures and certifies that **private for-profit transit** operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
- k. The subrecipient assures and certifies that the project complies with the **environmental impact** and related procedures of 23 CFR Part 771.
- l. The subrecipient certifies that before expending any Federal assistance to acquire the first bus of any new **bus model or any bus model with a new major change in configuration or components** or before authorizing final acceptance of that bus (as described in 49 CFR part 665), that model of bus will have been tested at a bus testing facility approved by FTA and subrecipient and FTA will have received a copy of the test report prepared on that bus model.
- m. The subrecipient assures and certifies that when procuring capital equipment acquired with Federal assistance it will comply with all **Buy America provisions, 49 CFR Part 661 and 49 USC 5323(j)(2)(c)**. This policy means that certain steel, iron, and manufactured products used in any capital equipment acquired with Federal assistance must be produced in the United States. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000).
- n. The subrecipient certifies that it will comply with the “**FTA Annual List of Certifications and Assurances** for Federal Transit Administration Grants and Cooperative Agreements” and Appendix A Certifications and Assurances Checklist and Signature Page due March 31 of each year.
- o. The subrecipient has provided documentation needed by the Department to assure FTA that it has properly and sufficiently delegated and executed authority, by Resolution, to the appropriate individual(s) to take official action on its behalf.
- p. The subrecipient, providing **complementary paratransit service**, certifies that they have submitted to the Department an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, Section 135[b] and have provided the Department annual updates to its plan on January 26 of each year, as required by 49 CFR Part 37, Section 139[c]. The subrecipient has provided the Department an initial plan signed and dated_____.
- q. The subrecipient certifies that all **direct and indirect costs** billed are allowable per Title 2 Code of Federal Regulations, Part 225 (2 CFR 225) (formerly Office of Management and Budget (OMB) Circular A-87), the federal guidelines for allowable costs for subrecipients that are State, Local and Indian Tribal governments or 2 Code of Federal Regulations, Part 230 (2 CFR 230), (formerly, OMB Circular A-122) if the subrecipient is a non-profit organization. With regards to private for-profit organizations **48 CFR Part 3**.
- r. The subrecipient certifies that all indirect costs billed are supported by an annual **indirect cost allocation plan** submitted in accordance with 2 CFR 225. The plan or subrecipients’ cognizant agency approval of plan was submitted to the Department’s Audits and Investigations and approved before subrecipient submits request for reimbursement of any indirect costs. Indirect costs prior to having a plan approved as evidenced by a letter from the Departments’ Audits and Investigations is not an allowable expense. If subrecipient does not bill for indirect cost then an indirect cost allocation plan is not required.
- s. The subrecipient certifies that they understand that **Transit Employee Protection** is specified in Title 49 U.S.C. 5333(b). This Title requires that the interests of employees affected by assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Title 49 U.S.C. 5311(b) requires that the Department of Labor (DOL) use “a special warranty that provides a fair and equitable arrangements to protect the interests of employees” in order for the 5311(i) requirements to apply to Section 5311.
- t. The subrecipient certifies that the recipient shall comply with 49 CFR Part 604 in the provision of any **charter service** provided with FTA funded equipment and facilities. The subrecipient certifies that in the provision of any charter service provided, subrecipient and its recipients will provide charter service that uses equipment or facilities acquired with Federal assistance authorized for 49 U.S.C. 5307, 5311, 5316 or 5317, only to the extent that there are no private charter service operators willing and able to provide those charter services that it or its recipients desire to provide unless one or more of the exceptions in 49 CFR part 604-Subpart B applies. The subrecipient assures and

certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The subrecipient understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

- u. As required by 49 U.S.C. 5323 (f) and FTA regulations, “**School Bus Operations**,” at 49 CFR 605.14, the subrecipient agrees that it and all its recipients will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 4323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The subrecipient understands that the requirements of 49 CFR part 605 will apply to any school transportation it provides, that the definitions of 49 CFR part 605 apply to any school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
- v. To the best of my knowledge and belief, the data in this application are true and correct, and I am authorized to sign these assurances and to file this application on behalf of the subrecipient.

Certifying Representative

Name (print):	
Title (print)	
Signature:	Date

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

General Certifications and Assurances (Application)

SANBAG

The original of the “General Certifications and Assurances (Application)” should be signed and dated in blue ink. Use the legal name of your agency exactly as it appears on your Status Inquiry form. If you are a public entity, attach an authorizing resolution, designating a person authorized to sign on behalf of the agency, as an Appendix to the application.

Name of Applicant (“Subrecipient”):		
Address:		
Contact Person:	Work Phone	Work Fax

Applicant/Subrecipient agrees to and represents and warrants to SANBAG the following:

- a. Pursuant to 49 CFR, Part 21, Title VI of the Civil Rights Act of 1964: The subrecipient assures that no person, on the grounds of race, color, or national origin shall be excluded from participating in, or denied the benefits of, or be subject to discrimination under any project, program, or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the subrecipient receives Federal assistance funded by the Federal Transit Administration (FTA).
- b. Pursuant to 49 CFR Part 27, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving or Benefiting from Federal Financial Assistance” and the Americans with Disabilities Act of 1990, as amended, at 49 CFR Parts 27, 37, & 38: The subrecipient certifies that it will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by FTA in compliance with all applicable requirements.
- c. The subrecipient assures that it will comply with the Federal statutes, regulations, executive orders, and administrative requirements, which relate to applications made to and grants received from FTA. The subrecipient acknowledges receipt and awareness of the provided reference list of statutes, regulations, executive orders, and administrative requirements that is provided as references in FTA Circular 9070.1G – “Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions.”
- d. Pursuant to FTA Circular 4220.1F, “Third Party Contracting Guidance” (revised March 18, 2013): The subrecipient certifies that its **procurements** and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1F, “Third Party Contracting Requirements,” and such other implementing requirements as FTA may issue. The subrecipient certifies that it will include in its contracts, financed in whole or in part with FTA assistance, all clauses required by Federal laws, executive orders, or regulations and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable contract clauses required by Federal laws, executive orders, or regulations.
- e. The subrecipient certifies that it will comply with the requirements of 49 CFR Part 663, in the course of purchasing revenue rolling stock. Among other things, the recipient will conduct, or cause to be conducted, the prescribed **pre-award and post-delivery reviews** and will maintain on file the certifications required by 49 CFR Part 663, Subparts B, C, and D.
- f. Pursuant to Government Code 41 U.S.C. sec. 701 et seq., and 49 CFR Part 32, The subrecipient certifies that it has established and implemented an **anti-drug and alcohol misuse prevention program** and has conducted employee training complying with the requirements of 49 CFR Part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations”.
- g. The subrecipient assures and certifies that it requires its subcontractors and subrecipients to have established and implemented **anti-drug and alcohol misuse prevention programs**, and to have conducted employee training complying with the requirements of 49 CFR Part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations”.
- h. The subrecipient agrees and assures that it will comply with U.S. DOT regulations, **“Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs,”** 49 CFR Part 26. Among other provisions, this regulation requires recipients of DOT Federal financial assistance, namely State and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT-assisted contracts. The recipient agrees and assures that it will comply with 49 CFR 26.49 which requires each transit vehicle manufacturer, as a

- condition of being authorized to bid or propose a FTA-assisted transit vehicle procurement (new vehicles only), to certify that it complied with the requirements of the DBE program.
- i. The subrecipient assures and certifies that it will adhere to the **California State DBE Program Plan** as it applies to local agencies. The subrecipient must complete and submit to the Department a DBE implementation Agreement. The subrecipient certifies that it must report twice annually on DBE participation in their contracting opportunities; their award/commitments and actual payments.
 - j. The subrecipient assures and certifies that **private for-profit transit** operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
 - k. The subrecipient assures and certifies that the project complies with the **Environmental Impact and Related Procedures** of 23 CFR Part 771.
 - l. The subrecipient certifies that before expending any Federal assistance to acquire the first bus of any new **bus model or any bus model with a new major change in configuration or components** or before authorizing final acceptance of that bus (as described in 49 CFR Part 665), that model of bus will have been tested at a bus testing facility approved by FTA and subrecipient and FTA will have received a copy of the test report prepared on that bus model.
 - m. The subrecipient assures and certifies that when procuring capital equipment acquired with Federal assistance it will comply with all **Buy America provisions, 49 CFR Part 661 and 49 USC 5323(j)(2)(c)**. This policy means that certain steel, iron, and manufactured products used in any capital equipment acquired with Federal assistance must be produced in the United States. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000).
 - n. The subrecipient certifies that it will comply with the “**FTA Annual List of Certifications and Assurances** for Federal Transit Administration Grants and Cooperative Agreements” and Appendix A Certifications and Assurances Checklist and Signature Page due March 31 of each year.
 - o. The subrecipient has provided documentation needed by the Department to assure FTA that it has properly and sufficiently delegated and executed authority, by Resolution, to the appropriate individual(s) to take official action on its behalf.
 - p. The subrecipient, providing **complementary paratransit service**, certifies that they have submitted to the Department an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, Section 37.135[b] and have provided the Department annual updates to its plan on January 26 of each year, as required by 49 CFR Part 37, Section 139[c]. The subrecipient has provided the Department an initial plan signed and dated_____.
 - q. The subrecipient certifies that all **direct and indirect costs** billed are allowable per Title 2 Code of Federal Regulations, Part 225 (2 CFR 225) (formerly Office of Management and Budget (OMB) Circular A-87), the federal guidelines for allowable costs for subrecipients that are State, Local and Indian Tribal governments, per Title 2 Code of Federal Regulations, Part 230 (2 CFR 230) (formerly, OMB Circular A-122) if the subrecipient is a non-profit organization, or per Title 48 CFR Part 3 (48 CFR 3), if subrecipient is a private for-profit organization.
 - r. The subrecipient certifies that all indirect costs billed are supported by an annual **indirect cost allocation plan** submitted in accordance with 2 CFR 225. The plan or subrecipient’s cognizant agency approval of plan was submitted to the Department’s Audits and Investigations and approved before subrecipient submits request for reimbursement of any indirect costs. Indirect costs prior to having a plan approved as evidenced by a letter from the Department’s Audits and Investigations is not an allowable expense. If subrecipient does not bill for indirect cost then an indirect cost allocation plan is not required.
 - s. The subrecipient certifies that they understand that **Transit Employee Protection** is specified in Title 49 U.S.C. 5333(b). This Title requires that the interests of employees affected by the assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Title 49 U.S.C. 5311(i) requires that the Secretary of Labor use “a special warranty that provides a fair and equitable arrangement to protect the interests of employees” in order for the 5333(b) requirements to apply to Section 5311.
 - t. The subrecipient certifies that the recipient shall comply with 49 CFR Part 604 in the provision of any **charter service** provided with FTA funded equipment and facilities. The subrecipient certifies that in the provision of any charter service provided, subrecipient and its recipients will provide charter service that uses equipment or facilities acquired with Federal assistance authorized for 49 U.S.C. 5307, 5311, 5316 or 5317, only to the extent that there are no private charter service operators willing and able to provide those charter services that it or its recipients desire to provide unless one or more of the exceptions in 49 CFR Part 604-Subpart B applies. The subrecipient assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to

or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The subrecipient understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

- u. The subrecipient undertakes and agrees to defend, indemnify, and hold harmless SANBAG and any of its Board members, officers, employees, and agents, from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with the subrecipient’s performance of services funded pursuant to 49 U.S.C. Section 5310 hereunder, its failure to comply with any of its obligations or requirements contained in this certifications and assurances, or breach of its representations and warranties under this certifications and assurances, except such loss or damage which was caused by the sole negligence or willfull misconduct of SANBAG.
- v. The subrecipient represents and warrants that its project is consistent with the eligible activities listed within Chapter III, Section 14 or Section 15 in the FTA Circular C9070.1G and that its project does not include the following activities that are ineligible for funding: acquisition of transportation services under a contract, lease, or other arrangement (Only eligible if there is a State approved MOU); lease of equipment; preventive maintenance (as defined in the National Transit Database); vehicle rehabilitation, manufacture or overhaul and/of wheelchair lifts; transit shelters or other facility improvements; fixed route equipment such as, but not limited to: fareboxes, destination signs, stop request system (yellow pull cords) and transfer cutters.
- w. As required by 49 U.S.C. 5323 (f) and FTA regulations, “**School Bus Operations,**” at 49 CFR 605.14, the subrecipient agrees that it and all its recipients will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 4323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The subrecipient understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
- x. To the best of my knowledge and belief, the undersigned represents and warrants to SANBAG that the certifications and assurances and data in this application are true and correct, and I am authorized to sign and bind the applicant/subrecipient to these certifications and assurances and obligations in this application, and to file this application on behalf of the subrecipient.
- y. Applicant/subrecipient understands and agrees that the certifications and assurances in this application are effectivebinding upon Applicant

Certifying Representative

Name (print):	
Title (print)	
Signature:	Date

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

PART IV**Lawsuits/Complaints**

Title VI Requirements (Nondiscrimination) Requirements: Describe any lawsuits or complaints against your **entire agency** within the last year alleging discrimination on the basis of race, color or national origin. At a minimum please include the following information: **Date of Complaint/Lawsuit received and/or acted on, Description Status/Outcome, Corrective Action Taken, and Date of Final Resolution.**

(To be eligible, you must provide a written response in this area; N/A is not an acceptable response.)

Note: Any agency awarded funding through the 5310 program must have a Title VI Program approved by Federal Transit Administration or the State of California Department of Transportation prior to executing a Standard Agreement and any disbursement of funds.

PART V**Applicant Profile**

1. Please indicate the status of your agency:

Private non-profit organization

Public agency (state or local governmental authority)

Provider of public transportation services (includes private operators of public transportation services).

2. Briefly describe your agency's purpose and services. Supporting documentation must be attached (e.g., agency brochure).

3. What area will your project serve (*Check only one, if serving more than one area complete separate applications*):

Western San Bernardino Valley (Los Angeles County Line to Rancho Cucamonga)

Eastern San Bernardino Valley (Fontana to Yucaipa)

Victor Valley (Hesperia, Victorville, Adelanto, Apple Valley)

PART VI

APPLICANT'S ANNUAL BUDGET

1. Current Annual Budget:

Estimated Income:		
a. Passenger Revenue		\$
b. Other Revenues		\$
c. Total grants*, donations, and subsidy from other agency funds		\$
TOTAL INCOME		\$
*Not including this grant request.		
Estimated Expenses:		
a. Wages, Salaries and Benefits (non-maintenance personnel)		\$
b. Maintenance & Repair (include maintenance salaries)		\$
c. Fuels		\$
d. Casualty & Liability Insurance		\$
e. Administrative & General Expense		\$
f. Other Expenses (e.g., materials & supplies, taxes)		\$
g. Contract Services (specify) _____		\$
TOTAL EXPENSES		\$

2. Funding Source(s):

	Prior Year	<u>AMOUNTS</u> Current Year	Projected Budget Year
INCOME SOURCE(S): ie. LTF, STA, STP, grants, etc...			
a. _____	\$	\$	\$
b. _____	\$	\$	\$
c. _____	\$	\$	\$
d. _____	\$	\$	\$
e. _____	\$	\$	\$
TOTAL	\$	\$	\$

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

FOR THE FOLLOWING PAGES:

Step 1:

Check and complete the funding request form.

Step 2:

Check the project type(s) for which you are requesting below:

- Operating
- Mobility Management
- Capital-Vehicle/Other Equipment

NOTE: Complete and return only those applicable section attachment(s) you are requesting.

NOTE: The San Bernardino Associated Governments (SANBAG) may set award limits based on the number of applications received and the availability of funds.

FUNDING REQUEST	PART VII	PG. 12
OPERATING ASSISTANCE	ATTACHMENT-A	PG. 13-18
MOBILITY MANAGEMENT	ATTACHMENT-B	PG. 19-24
CAPITAL-VEHICLE/ OTHER EQUIPMENT	ATTACHMENT-C	PG. 25-33

NOTE: If requesting funding for more than one project of the same type, please complete a separate attachment for each project.

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

**PART VII
EXPANDED 5310
FUNDING REQUEST**

***** Expanded 5310 *****

Current Recipient of: 5307 5310 5311 New Freedom JARC

	TOTAL
<input type="checkbox"/> Expanded 5310 Operating Assistance (Complete Attachment A) Project Title: _____ \$ Project Title: _____ \$ Project Title: _____ \$	
Match Funds (Toll Credits)	\$
Total Cost of Project:	\$
<input type="checkbox"/> Expanded 5310 Mobility Management (Complete Attachment B) Project Title: _____ \$	
Match Funds (Toll Credits)	\$
Total Cost of Project:	\$
<input type="checkbox"/> Expanded 5310 Capital - Vehicle/Other Equipment (Complete Attachment C) Project Title: _____ \$	
Match Funds (Toll Credits)	\$
Total Cost of Project:	\$

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

**ATTACHMENT-A
EXPANDED 5310
OPERATING ASSISTANCE**

GENERAL QUESTIONS

1. Is the proposed project a request for project continuation from prior New Freedom (SAFETEA-LU) award?
 No Yes If Yes, include funding agency and Standard Agreement No.: _____

2. Indicate the type(s) of proposed transportation service for the project. (Check all that apply.)

<input type="checkbox"/> New or expansion of paratransit service beyond the minimum requirements of ADA <input type="checkbox"/> New or expansion of hours for paratransit service <input type="checkbox"/> Feeder service for intercity travel for which paratransit service is not available	<input type="checkbox"/> Service enhancement (same day; door-to-door; escort) <input type="checkbox"/> New or expansion Volunteer Driver Program <input type="checkbox"/> Voucher programs
--	--

3. In the past 12 months, did your agency receive any other federal operating funds under SAFETEA-LU? (Check all that apply and provide standard agreement #s and dollar amount.)

<input type="checkbox"/> No	
<input type="checkbox"/> 5310 (Elderly and Disabled Specialized Transit Program) SA# _____	\$ _____
<input type="checkbox"/> 5316 (Job Access and Reverse Commute Program) Grant# or SA# _____	\$ _____
<input type="checkbox"/> 5317 (New Freedom Program) Grant# or SA# _____	\$ _____
<input type="checkbox"/> 5307 (Urbanized Area Formula Program)	\$ _____
<input type="checkbox"/> Other Federal funds. Specify: _____	\$ _____

4. Does your agency intend to use a third party contractor for the proposed project service?
 Yes (Attach the copy of the bid related documents/vendor selection process)
 No

5. If you plan to use an existing third party service contract, is your contract on file with SANBAG or Caltrans?
 Yes No (If No, attach copy of the third party contact with this application)

6. What is the operating period of the existing third party service contract?
 _____ through _____
 - a. Is there a written option in the contact to extend beyond the base years?
 Yes, Identify Page/Paragraph No. _____
 No

7. Does your agency receive more than \$500,000 in federal funds from any federal department or program? (OMB Single Audit Requirement)?
 Yes No

**ATTACHMENT-A
EXPANDED 5310
OPERATING ASSISTANCE**

PROJECT NARRATIVE

Please provide a brief narrative to describe the project. Refer to the Project Scoring Criteria in the Application Instructions for additional guidance on each of the questions. To receive the maximum allowable points per question, each response will be reviewed and scored for clarity, completeness and accuracy. The project must address each of the following:

A. Goals and Objectives (maximum 20 points)

1. Briefly provide a detailed project description. **Please include project beginning and ending dates.**
2. Provide the following information as it pertains to this project:

a. Total population (number of persons) in your service area.	
b. Number of eligible persons with disabilities serviced by this project.	
c. Number of non-disabled seniors serviced by this project.	

3. Briefly describe how your proposed project is consistent with the goals and objectives of the 5310 grant program for Expanded 5310 Projects as stated in the Program Goals on Page 2 of the Application Instructions. Additional information on the goals and objectives of the program can be found in the FTA Circular 9070.1G <http://www.fta.dot.gov/4127.html>
4. Specify how your project addresses the gap(s) and/or barrier(s) identified through your locally developed human services transportation planning process (Coordinated Plan). You must indicate the section/page number in the Coordinated Plan(s) addressing the gaps and/or barriers.
5. Explain how the project increases or enhances availability of transportation of the targeted population.
6. Explain how the project meets the program requirement of providing transportation related activities and/or services beyond those required by the Americans with Disabilities Act of 1990 (ADA).

B. Project Implementation Plan (maximum 30 points)

1. Describe your operational plan that includes defined routes, schedules, current/projected ridership, key personnel, and marketing strategies. Attach supporting documentation to substantiate this plan(s).
2. If this is a continuation project request, please describe how you met your prior performance goals and objectives. How is this project application different than the past award(s) and what do you intend to accomplish with the new funding?

**ATTACHMENT-A
EXPANDED 5310
OPERATING ASSISTANCE**

C. Program Performance Indicators (maximum 20 points)

1. Please provide the projected **performance measures and objectives** for this project below:

5310 Operating Assistance (Check and complete applicable project category)	
Fixed/Flexible/Shuttle/Feeder Service <input type="checkbox"/> Expanded Geographic Coverage <input type="checkbox"/> Extended Service Hours/Days <input type="checkbox"/> Improved System Capacity <input type="checkbox"/> Improved Access/Connections	Number of one-way trips per day: _____ Number and percentage of new miles (one-way) added to weekday route: _____ Number and percentage of new miles added to Weekend/Holiday route: _____
Demand Response <input type="checkbox"/> Expanded Geographic Coverage <input type="checkbox"/> Extended Service Hours/Days <input type="checkbox"/> Improved Access/Connections	Number of one-way trips per day (beyond service required by the ADA): _____
ADA Paratransit Service to Improve Access/Connections <input type="checkbox"/> Same Day <input type="checkbox"/> Door-to-Door/Door-through-Door <input type="checkbox"/> Volunteer Driver Program <input type="checkbox"/> User-side Subsidy/Vouchers <input type="checkbox"/> Aide/Escort Assistance	Number of one-way trips per day: _____ Number of one-way trips per day: _____
Vanpool <input type="checkbox"/> Improved system Capacity <input type="checkbox"/> Improved Access/Connections	Number of one-way trips per day: _____

2. Describe performance methodology and factors used to develop performance measures and objectives. Please attach supporting documentation (i.e., demographic materials, surveys, regional transportation plans, coordinated plans, etc.)

3. Performance Period: _____ through _____

D. Communication and Outreach (maximum 20 points)

1. List all stakeholders involved in the project. List should include, but not be limited to, Health and Human Services Agencies, public/private sector, non-profit agencies, transportation providers, and members of the public representing individuals with disabilities. Must attach three (3) letters of support from stakeholders to the grant application.

2. Describe how you will promote public awareness of the project and how you will keep stakeholders involved and informed throughout the project.

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

**ATTACHMENT-A
EXPANDED 5310
OPERATING ASSISTANCE**

PROPOSED PROJECT BUDGET

Applicant: _____

Contractor (if applicable): _____

Project is funded for one year only. Project must be ready at time of application.

(1) Total Operating Expenses (Itemize)

Total Direct Labor	\$	_____	
Total Equipment and Supplies	\$	_____	
Total Other Direct Costs	\$	_____	
Total Travel Costs	\$	_____	
TOTAL OPERATING EXPENSES	\$	_____	
TOTAL *INDIRECT EXPENSE (Indirect Rate: ___%)	\$	_____	
TOTAL DIRECT & INDIRECT EXPENSE	\$	_____	(1)

* Prior approval by Caltrans required

(2) Less Other Revenue

_____	\$	_____	
_____	\$	_____	
_____	\$	_____	
_____	\$	_____	
TOTAL OTHER REVENUE			
APPLIED AGAINST ELIGIBLE EXPENSES	\$	\$	(2)

(3) Less Ineligible Expenses (within operating expense) **

_____	\$	_____	
_____	\$	_____	
_____	\$	_____	
_____	\$	_____	
TOTAL INELIGIBLE EXPENSES	\$	\$	(3)

(4) NET PROJECT COST (Line 1 – Line 2 – Line 3)

\$ _____ **(4)**

BUDGET SUMMARY:

FEDERAL SHARE: (50%)	\$	_____	(5)
Subtotal:	+	\$	
LOCAL SHARE OVERMATCH: (if applicable)-itemized source	+	\$	(6)
NET PROJECT COST (Federal Share + Toll Credits+ Overmatch)	=	\$	(7)

** Examples of ineligible expense may include lobbying, depreciation, contributions, inter-department salary, etc.

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

**ATTACHMENT-A
EXPANDED 5310
OPERATING ASSISTANCE**

PROJECT BUDGET WORKSHEET (Subrecipient)

The worksheet provides annual expense categories that applicants should use to calculate project eligible expenses for work done “in-house.” The information in this worksheet should be used in completing project budget from the previous page.

1. Direct Labor

(Job Title/Classification)	Description of Task Performed	Hours	Hourly Rate	Total

2. Direct cost(s) for Employees (Except Labor)

Equipment and Supplies (itemize) _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Sub Total \$ _____

3. Other Direct costs (itemize)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Sub Total \$ _____

4. Travel costs (itemize)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Sub Total \$ _____

5. ¹Indirect cost(s) (Overhead and Fringe Benefits):

Overhead Rate _____ % \$ _____

6. Total Costs:

\$ _____

¹ **Must have approved Indirect Cost Allocation Plan (ICAP)**

**ATTACHMENT-B
EXPANDED 5310
MOBILITY MANAGEMENT**

GENERAL QUESTIONS

1. Is the proposed project a request for project continuation from prior New Freedom (SAFETEA-LU) award?
 No Yes If Yes, include funding agency and Standard Agreement No.: _____

2. Indicate the type(s) of proposed transportation service for the project. (Check all that apply.)

<input type="checkbox"/> Planning, development, implementation of coordinated transportation services <input type="checkbox"/> Development and operation of one-stop call center <input type="checkbox"/> Travel training/trip planning	<input type="checkbox"/> Integration, coordination and promotion of access to transportation services <input type="checkbox"/> Transportation brokerages <input type="checkbox"/> Operational planning to acquire IT technologies for coordinated systems
---	---

3. In the past 12 months, did your agency receive any other federal operating funds under SAFETEA-LU? (Check all that apply and provide standard agreement #s and dollar amount.)

<input type="checkbox"/> No	
<input type="checkbox"/> 5310 (Elderly and Disabled Specialized Transit Program) SA# _____	\$ _____
<input type="checkbox"/> 5316 (Job Access and Reverse Commute Program) Grant# or SA# _____	\$ _____
<input type="checkbox"/> 5317 (New Freedom Program) Grant# or SA# _____	\$ _____
<input type="checkbox"/> 5307 (Urbanized Area Formula Program) \$ _____	
<input type="checkbox"/> Other Federal funds. Specify: _____	\$ _____

4. Does your agency intend to use a third party contractor for the proposed project?
 Yes (Attach the copy of the bid related documents/vendor selection process)
 No

5. If you plan to use an existing third party contract, is your contract on file with Caltrans?
 Yes No (If No, attach copy of the third party contact with this application)

6. What is the performance period of the third party contract?
 _____ Through _____
 - a. Is there a written option in the contact to extend beyond the base years?
 Yes, Identify Page/Paragraph No. _____
 No

7. Does your agency receive more than \$500,000 in federal funds from any federal department or program? (OMB Single Audit Requirement)? Yes No

**ATTACHMENT-B
EXPANDED 5310
MOBILITY MANAGEMENT**

PROJECT NARRATIVE

Please provide a brief narrative to describe the project. Refer to the Project Scoring Criteria in the Application Instructions for additional guidance on each of the questions. To receive the maximum allowable points per question, each response will be reviewed and scored for clarity, completeness and accuracy. The project must address each of the following:

A. Goals and Objectives (maximum 20 points)

1. Briefly provide a detailed project description. Please include project beginning and ending dates.
2. Provide the following information as it pertains to this project:

a. Total population (number of persons) in your service area.	
b. Number of eligible persons with disabilities serviced by this project.	
c. Number of non-disabled seniors serviced by this project.	

3. Briefly describe how your proposed project is consistent with the goals and objectives for Expanded 5310 Projects as stated in the Expanded 5310 Project Goals on Page 2 of the Application Instructions. Additional information on the goals and objectives of the program can be found in the FTA Circular 9070.1G, <http://www.fta.dot.gov/4127.html>.
4. Specify how your project addresses the gap(s) and/or barrier(s) identified through your locally developed human services transportation planning process (Coordinated Plan). (Indicate the section/page number in the Coordinated Plan addressing the gaps and/or barriers.)
5. Explain how the project increases or enhances availability of transportation of the targeted population.
6. Explain how the project meets the program requirement of providing transportation related activities and/or services beyond those required by the Americans with Disabilities Act of 1990 (ADA).

B. Project Implementation Plan (maximum 30 points)

1. Describe your operational plan that includes defined routes, schedules, current/projected ridership, key personnel, and marketing strategies. Please refer to application instructions, Page 5, for specific requirements and information on Mobility Management projects. Attach supporting documentation to substantiate this plan(s).
2. If this is a continuation project request, please describe how you met your prior performance goals and objectives. How is this project application different than the past award(s) and what do you intend to accomplish with the new funding?

**ATTACHMENT-B
EXPANDED 5310
MOBILITY MANAGEMENT**

C. Program Performance Indicators (maximum 20 points)

1. Please provide the projected **performance measures and objectives** for this project below:

5310 Mobility Management (Check and complete applicable project category)	
Mobility Management <input type="checkbox"/> Improve Access/Connections	Number of customers contacts: _____ Number of one-way trips per day (if mobility manager also provides service): _____
One-stop Center/Customer Referral <input type="checkbox"/> Improve Customer Knowledge	Number of customer contacts: _____
Trip/Itinerary Planning <input type="checkbox"/> Improve Customer Knowledge	Number of customer contacts: _____
One-on-One Travel Training <input type="checkbox"/> Improve Customer Knowledge	Number of persons trained: _____ Number of training sessions: _____
Group Training <input type="checkbox"/> Improve Customer Knowledge	Number of persons trained: _____ Number of training sessions: _____
Internet-based Information <input type="checkbox"/> Improve Customer Knowledge	Number of web hits: _____
Information materials/marketing <input type="checkbox"/> Improve Customer Knowledge	Description of materials/distribution: _____ _____ _____ _____
Driver Training <input type="checkbox"/> Improve Customer Knowledge	Number of drivers trained: _____ Number of training sessions: _____

2. Describe performance methodology and factors used to develop performance measures and objectives. Please attach supporting documentation (i.e., demographic materials, surveys, regional transportation plans, coordinated plans, etc.)

3. Performance Period: _____ through _____

D. Communication and Outreach (maximum 20 points)

1. List all stakeholders involved in the project. List should include, but not be limited to, Health and Human Services Agencies, public/private sector, non-profit agencies, transportation providers, and members of the public representing individuals with disabilities. Must attach three (3) letters of support from stakeholders to the grant application.

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

**ATTACHMENT-B
EXPANDED 5310
MOBILITY MANAGEMENT**

PROPOSED PROJECT BUDGET-MOBILITY MANAGEMENT

Applicant: _____

Project Description: _____

Project is funded for one year only. Project must be ready at time of application.

ITEM DESCRIPTION	COST
Total Direct Labor	\$ _____
Total Equipment & Supplies	\$ _____
Total Other Direct Expenses	\$ _____
Total Travel Costs	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
NET PROJECT COST:	\$ _____

BUDGET SUMMARY: Federal Share + Toll Credits+ Overmatch = Net Project Cost

FEDERAL SHARE: (80%)	\$ _____
Subtotal:	\$ _____
OVERMATCH: (if applicable)-itemized source	\$ _____
NET PROJECT COST:	\$ _____

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

**ATTACHMENT-B
EXPANDED 5310
MOBILITY MANAGEMENT**

PROJECT BUDGET WORKSHEET (Subrecipient)

The worksheet provides annual expense categories that applicants should use to calculate project eligible expenses for work done “in-house.” The information in this worksheet should be used in completing project budget from the previous page.

2. Direct Labor

(Job Title/Classification)	Description of Task Performed	Hours	Hourly Rate	Total

2. Direct cost(s) for Employees (Except Labor)

Equipment and Supplies (itemize) _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Sub Total \$ _____

3. Other Direct costs (itemize)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Sub Total \$ _____

4. Travel costs (itemize)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Sub Total \$ _____

5. ²Indirect cost(s) (Overhead and Fringe Benefits):

Overhead Rate _____ % \$ _____

6. Total Costs:

\$ _____

² **Must have approved Indirect Cost Allocation Plan (ICAP)**

**ATTACHMENT-C
EXPANDED 5310
CAPITAL – VEHICLE/OTHER EQUIPMENT**

GENERAL QUESTIONS

1. Indicate the type(s) of proposed transportation service for the project. (Check all that apply.)

- New or expansion of paratransit service beyond the minimum requirements of ADA
- Purchasing vehicles to support accessible taxi, ride-sharing, and/or vanpooling.
- Acquisition of vehicles and equipment designed to accommodate mobility aids that exceed dimensions and weight ratings established by ADAs
- Feeder service for intercity travel for which paratransit service is not available
- New or expansion Volunteer Driver Program

2. In the past 12 months, did your agency receive any other federal operating funds? (Check all that apply and provide standard agreement #s and dollar amount.)

- No
- 5310 (Elderly and Disabled Specialized Transit Program) SA# _____ \$ _____
- 5316 (Job Access and Reverse Commute Program) Grant# or SA# _____ \$ _____
- 5317 (New Freedom Program) Grant# or SA# _____ \$ _____
- 5307 (Urbanized Area Formula Program) \$ _____
- Other Federal funds. Specify: _____ \$ _____

Capital Equipment on State Procurement Contract	Number	Unit Cost **	Total Cost
Vehicles (cost shown includes accessibility equipment †); standard seating capacity examples by vehicle type			
Minivan - 5 Ambulatory Passenger (AP) - Gas		\$46,000	
Small Bus - 8 AP; 2 Wheelchair (WC) –Gas*		\$60,000	
Medium Bus - 12 AP; 2 WC – Gas*		\$67,000	
Medium Bus - 12 AP; 2 WC –CNG***		\$93,000	
Large Bus - 16 AP; 2 WC – Gas*		\$73,000	
Large Bus - 16 AP; 2 WC – CNG***		\$97,000	
Larger Bus (Ford or International) 20AP; 2 WC*		\$105,000	

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

**ATTACHMENT-C
EXPANDED 5310
CAPITAL – VEHICLE/OTHER EQUIPMENT**

3. To complete the chart below, list all vehicles your agency currently owns or leases that provide passenger service to seniors and/or disabled persons. Include back up vehicles and those to be removed from service if a new vehicle is awarded.

Replacement vehicle requests are identified as those needing replacement in order for the applicant to continue their existing service. For each new vehicle requested, a current vehicle in active service must be placed in back up or sold. **Please identify replacement request in column 2.**

	*1	2	3	4	5	6	7	8	9	10	11
	List All VIN (last 5 digits)	Replacement Requests Vehicle Type and Disposition	Vehicle Yr/Make	Current Mileage	Passenger Capacity Ambulatory/Wheelchair	# of fold down seats	Current Back Up (Y/N)	Registered Owner (not lientholder)	Vehicle Service Hours Per Day	Total One Way/Pasg. Trips Per Day	12 Month Maintenance & Repair Costs
Ex	12345	Van/BK	2003/Ford	100,000	6A/2W	2	N	Agency X	6	16	\$1,000
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

4. To complete the chart below for NEW or Service Expansion requests.

	Type of Request N – New Agency SE- Service Expansion	Vehicle Type	Days of Service	Total Service Hours Per Day	Total Service Hours Per Week	Total One-Way passenger Trips Per Day(of total how many lfit users)	Projected Mileage Per Day
Ex	12345	Van/BK	2003/Ford	100,000	6A/2W	2	N
1							
2							
3							
4							
5							
6							

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

Other Equipment includes: wheelchair restraints, radios and communication equipment, initial component installation costs: computer hardware and software (scheduling software); transit related intelligent transportation systems (ITS).

Applicant must attach 3 estimates of like-kind equipment with this application. The average of the 3 estimates will become the requested grant amount. Sole source justification will not be approved during the grant application review. **Minimum grant award \$1,000, not to exceed \$40,000.**

Equipment	Quantity Request	Estimated Unit Cost	Total Costs
Computer Hardware			
Computer Software			
Other Eligible Equipment (describe)			
Complete for requesting Communication Equipment:			
Base Station		\$2500	
Mobile Radio		\$1000	
GPS/AVL			
Cameras (onboard security, back up, etc..)			
TOTAL (cannot exceed \$40,000)			\$
TOTAL PROJECT COST (Vehicles and Other equipment) (Maximum project cost not to exceed \$300,000*)			

NOTE: A completed IT/ITS Compliance Plan must be included with application. IT/ITS Compliance Form is available at, <http://www.dot.ca.gov/hq/MassTrans/Procurement-Grants-Management.new.html>.

REPLACEMENT VEHICLES

To be eligible for replacement, the vehicle must currently be registered to the applicant agency and have a wheelchair accessible ramp or lift, and must be in active service The vehicle does not have to be originally federally funded. Leased vehicles, Sedans and SUVs are not eligible for replacement.

Applications for vehicle replacements must be like kind. For example, in an application for a small replacement bus, the vehicle to be replaced must be a small bus.

Explain why the vehicle(s) need replacement in order to ensure continuance of existing services. Describe the service the vehicle(s) will provide and the service area. *(A photograph of the vehicle(s) proposed for replacement must be attached as an appendix. Take the photograph at an angle to show back wheels.)* **NEW for ALL replacement vehicle requests:** Provide each vehicle's funding source. Include the Standard Agreement number for federally funded procurements.

NEW SERVICE OR SERVICE EXPANSION VEHICLES

Explain the new service or growth your agency is experiencing, the projected increase in the number of clients you will serve, and the basis for your estimates. Describe the service area, the type of service the vehicle(s) you are requesting will provide and how it relates to the needs assessment in the Coordinated Plan. *Related Documentation supporting this growth must be attached as an appendix and its relevance discussed within the narrative (e.g., current waiting list, reports of trips denied).*

OTHER EQUIPMENT

This category includes communication and computer equipment, hardware and/or software, or any other miscellaneous equipment (cameras, mobile radios, etc.). The equipment must be used to support your transportation operation in proportion to the number of vehicles you operate in your transportation program for elderly and disabled clients.

The applicant must submit 3 like-kind estimates of equipment with this application. The average of these 3 estimates will be the requested funding amount. The 3 like-kind estimate information and sole source request instructions are on page 12 of this application. **Note: If the project is selected and the agency receives**

Section 5310 approval, the agency will purchase the equipment using 100% of their funds. Once the equipment is received, the agency will invoice Caltrans for reimbursement of the actual amount not to exceed 100% of the grant amount. No fixed route equipment will be funded.

Agency Inventory (Required for ALL other equipment requests)

1. Complete table for the requested other equipment, expand this table if necessary:
 1. Indicate equipment type to be replaced
 2. Indicate the quantity of existing equipment units by like kind.
 3. Indicate the age of the equipment.
 4. Indicate the requested number of units of additional equipment.
 5. Indicate the total number of vehicles in your transportation fleet.

Equipment Type to be replaced	Quantity/Purchase Date of Existing Equipment within Agency		Quantity of Requested Equipment (from page 12)	Current Fleet Size
Example: Computer	3	5-18-2005	6	10
	2	1-1-2001		
	4	6-15-2004		
Example: Mobile Radios	8	8-14-2007	4	15
	3	4-21-2002		
Example: Software	0	-	1	16

2. Describe the type of equipment you are requesting and specifically identify the components.

3. Discuss how the requested equipment will be used to support the transportation program. Include any expected improvements in service delivery or coordination, any reduction in the cost of providing service and the current method of collecting and tracking information.

What is your proposed method of procurement?

- State Vehicle Contracts
- Local Procurement (Attach RFP/IFB/RFQ and Bid Package to this application)
- Three-like kind bids/quotes (Attach three-like kind bids/quotes to this application)
- Non-Local Procurement/Piggyback (Attach assignability letter and *Piggyback Worksheet to this application)
- Sole Source (Attach *Sole Source Justification to this application)
- Other Specify: _____

*Piggyback Worksheet and Sole Source Justification can be found at
<http://www.dot.ca.gov/hq/MassTrans/Procurement-Grants-Management.html>

Fill out the proposed procurement schedule (Local Procurement ONLY):

Procurement Schedule	Date
Bid Package to Caltrans	
Issue Purchase Order to Vendor	
Delivery/Installation	
Place into Service	

Does your agency receive more than \$500,000 in federal funds from any federal department or program? (OMB Single Audit Requirement)

Yes No

PROJECT NARRATIVE

Please provide a brief narrative to describe the project. Refer to the Project Scoring Criteria in the Application Instructions for additional guidance on each of the questions. To receive the maximum allowable points per question, each response will be reviewed and scored for clarity, completeness and accuracy. The project must address each of the following:

A. Goals and Objectives (maximum 20 points)

1. Briefly provide a detailed project description. **Please include project beginning and ending dates.**
2. Please provide the following information as it pertains to this project:

a. Total population (number of persons) in your service area.	
b. Number of eligible persons with disabilities serviced by this project.	
c. Number of non-disabled seniors serviced by this project.	

3. Briefly describe how your proposed project is consistent with the goals and objectives for Expanded 5310 Projects as stated in the Expanded 5310 Project Goals on Page 3 of the Application Instructions. Additional information on the goals and objectives of the program can be found in the FTA Circular 9070.1G, <http://www.fta.dot.gov/4127.html>.
4. Specify how your project addresses the gap(s) and/or barrier(s) identified through your locally developed human services transportation planning process (Coordinated Plan). (Indicate the section/page number in the Coordinated Plan addressing the gaps and/or barriers.)
5. Explain how the project increases or enhances availability of transportation of the targeted population.
6. Explain how the project meets the program requirement of providing transportation related activities and/or services beyond those required by the Americans with Disabilities Act of 1990 (ADA).

B. Project Implementation Plan (maximum 30 points)

Describe your implementation plan that includes project tasks, timeframes, benchmarks, key milestones, key personnel, deliverables and estimated completion date. Describe the type of equipment you are interested in purchasing. Specifically identify the components. Discuss how the requested ancillary equipment will be used to support the transportation program. Discuss any expected improvements in service delivery or coordination and any reduction in the cost to provide service. If computer equipment is being requested, also describe current method of collecting and tracking information. **Attach supporting documentation to substantiate this plan(s).**

C. Program Performance Indicators (maximum 20 points)

1. Please provide the projected **performance measures and objectives** for this project below:

5310 Capital Vehicle/Other Equipment (Check and complete applicable project category)	
Vehicles Improved Access/Connections (service enhancement, door to door)	Number of one-way trips per day: _____ Number of vehicles: _____
Vehicles for Agencies __ Expanded Geographic Coverage __ Extended Service Hours/Days __ Improved System Capacity	Number of one-way trips per day: _____ Number of vehicles added beyond ADA requirement: _____
Accessible Taxis __ Expanded Geographic Coverage __ Extended Service Hours/Days __ Improved System Capacity	Number of one-way trips per day: _____ Number of vehicles added: _____
Vanpool Vehicles __ Improved System Capacity __ Improved Access/Connections	Number of one-way trips per day: _____ Number of vehicles added: _____
Car-sharing __ Expanded Geographic Coverage __ Improved System Capacity	Number of one-way trips per day: _____ Number of vehicles added : _____
ITS-related software/hardware __ Improved System Capacity __ Improved Access/Connections __ Improved Customer Knowledge	Describe service elements: _____ _____
Large Capacity Wheelchair Lifts/Securement Added __ Improved Access/Connections	Describe service elements: _____ _____

2. Describe performance methodology and factors used to develop performance measures and objectives. Please attach supporting documentation (i.e., demographic materials, surveys, regional transportation plans, coordinated plans, etc.)

D. Communication and Outreach (maximum 20 points)

1. List all stakeholders involved in the project. List should include, but not be limited to, Health and Human Services Agencies, public/private sector, non-profit agencies, transportation providers, and members of the public representing with disabilities. Much attach three (3) letters of support from stakeholders to the grant application.

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)

- 2. Describe how you will promote public awareness of the project and how you will keep stakeholders involved and informed throughout the project.

- 3. How is your project service marketed?
 Newspaper___ Radio___ Flyer___
 Survey___ TV/Cable___ Other Specify:_____

- 4. Describe how the project will be coordinated with other social service agencies and/or public transportation providers. (e.g. sharing vehicles, dispatching, scheduling, maintenance, coordinating client trips, training, etc.)

E. Emergency Planning and Preparedness (maximum 10 points)

- 1. Describe the emergency planning and drill activities within your agency and in cooperation with the county. Provide proof your agency is included in the response plan with the County Office of Emergency Services. Indicate the drill(s) you have participated in, or are scheduled to participate in.

- 2. Do you participate in transportation infrastructure security/emergency planning, drills/exercises, and/or decision making activities? Describe in Detail
 ___Yes ___No

Attachment: Expanded Urban 5310 Application SANBAG 9 24 14 (1389 : FY 15 Section 5310)



FTA Traditional Section 5310 Projects
*Enhanced Mobility of Seniors and
 Individuals with Disabilities*
Grant Application
**Urbanized Areas of San Bernardino
 County**

Due to SANBAG: December 5, 2014

NOTE: Please complete all sections of this application. Applications with incomplete and/or missing information will not be considered for funding. Available in alternate formats by request.

Agency (Applicant) Legal Name

Physical Address (No P.O. Box)

City

County

Zip

Contact Person (Grant Management)

Phone

FAX

E-Mail Address

Name of Authorizing Representative certifying to the information contained in this application is true and accurate:

Printed Name: _____ Title: _____

Email Address: _____

Must attach a Resolution of Authority from your Board (original document) for the person signing all documents on behalf of your agency. (Not required if already on file with this program)

Signature (Authorizing Representative) _____

Service Area (Indicate all areas served by the project)

Regional Transportation Planning Agency (RTPA)
San Bernardino Associated Governments (SANBAG)

RTPA contact name, phone, and email address
Nancy Strickert (SANBAG) – (99) 884-8276 NStrickert@sanbag.ca.gov

Attachment: Traditional 5310 Application 2014 SANBAG (1389 : FY 15 Section 5310)

San Bernardino Associated Governments
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410

APPLICANT CHECKLIST and TABLE OF CONTENTS

Applicants should use this checklist to ensure that all applicable parts of the application and attachments are completed and submitted.

PART I - APPLICANT ELIGIBILITY		Page
<input type="checkbox"/> COORDINATED PLAN CERTIFICATION		3
<input type="checkbox"/> CURRENT GRANT SUBRECIPIENT – COMPLIANCE		4
<input type="checkbox"/> PROJECT NEED		5
Private Or Public Agency		
<input type="checkbox"/> PRIVATE NONPROFIT AGENCY - CORPORATION STATUS		6
<ul style="list-style-type: none"> • Attach: Corporation status inquiry 		
<input type="checkbox"/> PUBLIC AGENCY - CORPORATION CERTIFICATION		7
<ul style="list-style-type: none"> • Attach: Public agency hearing contact letter 		
<ul style="list-style-type: none"> • Attach: Public agency resolution 		
<ul style="list-style-type: none"> • Attach: Public agency designation letter or proof of public hearing AND agency findings resolution 		
<input type="checkbox"/> GENERAL CERTIFICATIONS AND ASSURANCES SUMMARY		8
<input type="checkbox"/> AGENCY PROFILE		12/13
<ul style="list-style-type: none"> • Attach: Supporting documentation (i.e.map of service area, brochure, Title VI documentation) 		
PART II - FUNDING REQUEST		
<input type="checkbox"/> ELIGIBLE CAPITAL EXPENSES		11
<ul style="list-style-type: none"> • Attach: 3 like-kind estimates for other equipment requests (non vehicles) 		
<input type="checkbox"/> REPLACEMENT/SERVICE EXPANSION VEHICLES		13
<ul style="list-style-type: none"> • Attach: Photograph of replacement vehicle 		
<input type="checkbox"/> OTHER EQUIPMENT		14
PART III - SCORING CRITERIA		
<input type="checkbox"/> ABILITY OF APPLICANT		15
<ul style="list-style-type: none"> • For maximum points, attachments required for each question 		
<input type="checkbox"/> COORDINATED PLAN REQUIREMENTS		19
<input type="checkbox"/> COORDINATION – USE OF VEHICLE / EQUIPMENT		21
<input type="checkbox"/> EXISTING TRANSPORTATION SERVICES TABLE		22
<input type="checkbox"/> PROPOSED TRANSPORTATION SERVICES TABLE		23
<input type="checkbox"/> OTHER EQUIPMENT		24

PART I –APPLICANT ELIGIBILITY

Coordinated Plan Certification

Reference: FTA C 9070.1G Chapter V

The projects selected for funding under the Section 5310 program must be included in a locally developed, coordinated public transit-human services transportation plan (Coordinated Plan) that was “developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public.” (Circular, V-5)

For additional information see the California Coordinated Plan Resource Center website at <http://www.dot.ca.gov/hq/MassTrans/Coord-Plan-Res.html>

Required Elements. Projects shall be included in a coordinated plan that minimally includes four elements and a level consistent with available resources and the complexity of the local institutional environment. (Circular, V-1)

Adoption of a Plan. As part of the local coordinated planning process, the lead agency in consultation with participants should identify the process for adoption of the plan. This grant application must document the local plan from which each project is included, including the lead agency, the date of adoption of the plan, or other appropriate identifying information. (Circular, V-7& V-8)

Lead agencies may develop a list of applicants for their region. The applicant will attach this list to the application in lieu of the required signature of lead agency. The list must include all information requested below including the signature of the lead agency representative.

Coordinated Plan Lead Agency

Name of Lead Agency responsible for preparation of the Coordinated Plan and certifying the project(s) were included in the Coordinated Plan.	
Title of Coordinated Plan	Date Plan Adopted
Agency Representative Name (Print)	Title
Signature	Date

Grant Applicant Certification

I certify that the project in this application is derived from the aforementioned Coordinated Plan:	
Agency (Applicant) Legal Name _____	
Authorizing Agency Representative (Print)	Title
Signature	Date

PART I –APPLICANT ELIGIBILITY

Current Grant Subrecipient - Compliance

If you are a **current** grant subrecipient and are not compliant with all FTA Section 5310 Elderly and Disabled Specialized Transit Program requirements you will not be eligible to apply for grant funds until compliance has been determined. You must be in compliance at time of application submittal.

The Section 5310 Elderly and Disabled Specialized Transit Program requires bi-annual reporting as stated in Exhibit D of the Standard Agreement below:

- 11. Bi-Annual Reporting. The CONTRACTOR shall submit a Bi-Annual Report of its use of PROJECT equipment within thirty (30) calendar days after the close of each federal reporting period. The federal reporting periods are: 1) October 1 – March 31; 2) April 1 – September 30. (Bi-Annual Reports are due no later than April 30, and October 30 of each calendar year.) The report shall contain information requested by the STATE to indicate the extent to which the CONTRACTOR is carrying out the PROJECED in accordance with the terms of this contract. Failure to meet these requirements shall be considered grounds for PROJECT Termination as described in Exhibit C of this Agreement.*

	Yes	No
Does your agency have active vehicles purchased with a 5310 grant?		
If yes, is your agency currently in compliance with their 5310 Standard Agreement?		
Attach a copy of the last bi-annual report and the current Certificate of Liability Insurance submitted to the Division of Mass Transportation Section 5310 office listing all vehicles and required data.		

PART I –APPLICANT ELIGIBILITY

Project Need

Title 49 U.S.C. 5310(a)(2) provides that a State may allocate apportioned funds to a private non-profit organization if public transportation service provided under Section 5310(a)(1) is unavailable, insufficient, or inappropriate.

All applicants must provide current documentation supporting the stated transportation needs. The documentation must be attached as an appendix and its relevance discussed within the narrative (e.g., testimony or findings from a Transportation Development Act (TDA) Article 8 hearing, recognized studies or the region's Coordinated Plan).

A. Check the appropriate box below as applicable. One box must be checked.

Unavailable

There is no existing public transportation or Paratransit (e.g., ADA Paratransit, fixed route, dial-a-ride services) in the proposed project service area available to serve the described target population.

Insufficient

Available public transportation and Paratransit services are insufficient to meet the needs of the target population or equipment needs replacement to ensure continuance of service. (Examples: service at capacity service parameters, routes, hours, need not met due to eligibility and/or trip criteria, projected future need, vehicles inaccessible, etc.)

Inappropriate

Target population has unique or special needs that are difficult or impossible to serve on available public transportation and/or Paratransit. (Example: lack of wheelchair accessibility.)

B. Existing Transit Service

Describe how existing public transit or public Paratransit, including fixed-route, dial-a-ride, ADA complementary Paratransit and private Paratransit do not serve the population in your service area.

PART I –APPLICANT ELIGIBILITY

Private Nonprofit Agency – Corporation Status Inquiry and Certification

If you are claiming eligibility as a Section 5310 applicant based on your status as a private nonprofit organization, you must obtain verification of your incorporation number and current legal standing from the California Secretary of State Information Retrieval /Certification & Records Unit (IRC Unit). The “Status Inquiry” document must be attached as an appendix to the application. To assist you in obtaining this information, use one of the following two methods:

1. To obtain Corporate Records Information over the Internet, go to: <http://kepler.sos.ca.gov> and enter your agency name. If you are active, print the page and use that as proof. If you are not active, go to page 2 and follow the directions. If the verification of your status is not available at the time you submit your application, you must indicate the date on which you requested the verification and the estimated date it will be forwarded to the Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program.
2. If you are unable to locate the information on line, you can obtain the “Status Inquiry” document by making a written request to:

**Secretary of State
Information Retrieval/Certification Unit (IRC)
1500 11th Street, 3rd Floor, Sacramento, CA 95814
(916) 653-6814**

Do not submit articles of incorporation, bylaws or tax status documentation.

Private Non-profits
Legal Name of Non-profit Applicant:
State of California Articles of Incorporation Number:
Date of Incorporation:

PART I –APPLICANT ELIGIBILITY

Public Agency Certification

Title 49 U.S.C. 5310(a)(2) provides that a State may allocate apportioned funds to a governmental authority provided that: 1) the governmental authority is approved by the State to coordinate services for elderly individuals and individuals with disabilities; and 2) there are no non-profit organizations readily available in the area to provide the special services.

A public agency must certify that no non-profit agencies are readily available to provide the proposed service, by completing and signing the “**Public Agency Certification**” below. A public hearing is a required part of the application process and should be completed between the Call for Projects release date and the due date of the application to the RTPA. If a public hearing has been scheduled, but not completed by this date, write the scheduled hearing date in the space provided at the bottom of the Certification. Under no circumstances will the Department accept missing documentation relative to this Certification after the Caltrans due date.

Public Agencies

Check one and provide the following as instructed:

- a) Certifying to the Governor that no non-profit corporations or associations are readily available in the service area to provide the proposed service.

Note: If a hearing is scheduled but has not yet been held, follow instructions provided below (shown in italics), under each specific item.

1. Submit proof of a public hearing notice and a copy of the contact letter sent to non-profit transportation providers informing them of the hearing. *If the hearing has not been held prior to the application’s submittal to the RTPA, then proof of the scheduled public hearing date must be submitted to both Caltrans and the RTPA prior to the final application due date.*
 2. Submit a resolution that no non-profit agencies are readily available to provide the proposed service. *If a hearing has not yet been held, submit the resolution following the hearing.*
 3. Complete Public Agency Certification. *If a hearing has not yet been held, submit certification following the hearing.*
 4. Submit proof of contact with all non-profit transportation providers regarding notice of public hearing.
- b) Approved by the State to coordinate services for elderly individuals and individuals with disabilities, including CTSA’s designated by the RTPA.
1. Submit current designation letter.

Certification of No Readily Available Service Providers

The public agency, _____, certifies that there are no non-profit agencies readily available to provide the service proposed in this application.

Certifying Representative

Name (print):	
Title (print)	
Signature:	Date
Date of Hearing:	

PART I – APPLICANT ELIGIBILITY

General Certifications and Assurances Summary

The original “General Certifications and Assurances” shall be signed and dated in blue ink.

Use the legal name of your agency exactly as it appears on your California Secretary of State Status Inquiry form. If you are a public entity, attach as an appendix to the application, an authorizing resolution designating a person authorized to sign on behalf of the agency.

Legal Name of Applicant:		
Address:		
Contact Person:	Work Phone	Work Fax

- a. Pursuant to 49 CFR, Part 21, Title VI of the Civil Rights Act of 1964: The applicant assures that no person, on the grounds of race, color, national origin shall be excluded from participating in, or denied the benefits of, or be subject to discrimination under any project, program, or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the applicant receives Federal assistance funded by the Federal Transit Administration (FTA).
- b. The applicant certifies that it will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by FTA in compliance with all applicable requirements imposed by or pursuant to 49 CFR Part 27, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance” and the Americans with Disabilities Act of 1990, as amended, at 49 CFR Parts 27, 37, & 38.
- c. The applicant assures that it will comply with the Federal statutes, regulations, executive orders, and administrative requirements, which relate to applications made to and grants received from FTA. The applicant acknowledges receipt and awareness of the list of such statutes, regulations, executive orders, and administrative requirements that is provided as references in FTA Circular 9070.1G - “Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions.”
- d. The applicant certifies that the contracting and procurement procedures that are in effect and will be used by the applicant for Section 5310 equipment are in accordance and comply with the significant aspects of FTA Circular 4220.1F, “Third Party Contracting Guidelines.”
- e. The applicant certifies that any proposed project for the acquisition of or investment in rolling stock is in conformance with FTA rolling stock guidelines.
- f. The applicant certifies that it will comply with applicable provisions of 49 CFR Part 605 pertaining to school transportation operations which prohibits federally-funded equipment or facilities from being used to provide exclusive school bus service.
- g. The applicant certifies that it will comply with Government Code 41 USC. 701 et seq, and 49 CFR, Part 32 in matters relating to providing a drug-free workplace.

To the best of my knowledge and belief, the data in this application are true and correct, and I am authorized to sign these assurances and to file this application on behalf of the applicant.

Certifying Representative

Name (print):	
Title (print)	
Signature:	Date

PART I – APPLICANT ELIGIBILITY

General Certifications and Assurances Summary - SANBAG

The original of the “General Certifications and Assurances (Application)” should be signed and dated in blue ink. Use the legal name of your agency exactly as it appears on your Status Inquiry form. If you are a public entity, attach an authorizing resolution, designating a person authorized to sign on behalf of the agency, as an Appendix to the application.

Name of Applicant (“Subrecipient”):		
Address:		
Contact Person:	Work Phone	Work Fax

Applicant/Subrecipient agrees to and represents and warrants to SANBAG the following:

- a. Pursuant to 49 CFR, Part 21, Title VI of the Civil Rights Act of 1964: The subrecipient assures that no person, on t grounds of race, color, or national origin shall be excluded from participating in, or denied the benefits of, or be subje to discrimination under any project, program, or activity (particularly in the level and quality of transportation servic and transportation-related benefits) for which the subrecipient receives Federal assistance funded by the Federal Tran Administration (FTA).
- b. Pursuant to 49 CFR Part 27, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Benefiting from Federal Financial Assistance” and the Americans with Disabilities Act of 1990, as amended, at CFR Parts 27, 37, & 38: The subrecipient certifies that it will conduct any program or operate any facility that receiv or benefits from Federal financial assistance administered by FTA in compliance with all applicable requirements.
- c. The subrecipient assures that it will comply with the Federal statutes, regulations, executive orders, and administrati requirements, which relate to applications made to and grants received from FTA. The subrecipient acknowledg receipt and awareness of the provided reference list of statutes, regulations, executive orders, and administrati requirements that is provided as references in FTA Circular 9070.1G - “Enhanced Mobility of Seniors and Individu with Disabilities Program Guidance and Application Instructions.”
- d. Pursuant to FTA Circular 4220.1F, “Third Party Contracting Guidance” (revised March 18, 2013): The subrecipie certifies that its **procurements** and procurement system will comply with all applicable requirements imposed by Feder laws, executive orders, or regulations and the requirements of FTA Circular 4220.1F, “Third Party Contractin Requirements,” and such other implementing requirements as FTA may issue. The subrecipient certifies that it w include in its contracts, financed in whole or in part with FTA assistance, all clauses required by Federal laws, executi orders, or regulations and will ensure that each subrecipient and each contractor will also include in its subagreemer and contracts financed in whole or in part with FTA assistance all applicable contract clauses required by Federal law executive orders, or regulations.
- e. The subrecipient certifies that it will comply with the requirements of 49 CFR Part 663, in the course of purchasi revenue rolling stock. Among other things, the recipient will conduct, or cause to be conducted, the prescribed **pr award and post-delivery reviews** and will maintain on file the certifications required by 49 CFR Part 663, Subparts C, and D.
- f. Pursuant to Government Code 41 U.S.C. sec. 701 et seq., and 49 CFR Part 32, The subrecipient certifies that it h established and implemented an **anti-drug and alcohol misuse prevention program** and has conducted employ training complying with the requirements of 49 CFR Part 655, “Prevention of Alcohol Misuse and Prohibited Drug U in Transit Operations”.
- g. The subrecipient assures and certifies that it requires its subcontractors and subrecipients to have established an implemented **anti-drug and alcohol misuse prevention programs**, and to have conducted employee training complyi with the requirements of 49 CFR Part 655, “Prevention of Alcohol Misuse and Prohibited Drug Use in Tran Operations”.
- h. The subrecipient agrees and assures that it will comply with U.S. DOT regulations, **“Participation by Disadvantag Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs,”** 49 CFR Part 2 Among other provisions, this regulation requires recipients of DOT Federal financial assistance, namely State and loc transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibili of DBE firms to participate in their DOT-assisted contracts. The recipient agrees and assures that it will comply with

Attachment: Traditional 5310 Application 2014 SANBAG (1389 : FY 15 Section 5310)

CFR 26.49 which requires each transit vehicle manufacturer, as a condition of being authorized to bid or propose a FTA-assisted transit vehicle procurement (new vehicles only), to certify that it complied with the requirements of the DE program.

- i. The subrecipient assures and certifies that it will adhere to the **California State DBE Program Plan** as it applies to local agencies. The subrecipient must complete and submit to the Department a DBE implementation Agreement. The subrecipient certifies that it must report twice annually on DBE participation in their contracting opportunities; the award/commitments and actual payments.
- j. The subrecipient assures and certifies that **private for-profit transit** operators have been afforded a fair and time opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
- k. The subrecipient assures and certifies that the project complies with the **Environmental Impact and Related Procedures** of 23 CFR Part 771.
- l. The subrecipient certifies that before expending any Federal assistance to acquire the first bus of any new **bus model or any bus model with a new major change in configuration or components** or before authorizing final acceptance of that bus (as described in 49 CFR Part 665), that model of bus will have been tested at a bus testing facility approved by the FTA and subrecipient and FTA will have received a copy of the test report prepared on that bus model.
- m. The subrecipient assures and certifies that when procuring capital equipment acquired with Federal assistance it will comply with all **Buy America provisions, 49 CFR Part 661 and 49 USC 5323(j)(2)(c)**. This policy means that certain steel, iron, and manufactured products used in any capital equipment acquired with Federal assistance must be produced in the United States. Buy America requirements apply to all purchases, including materials and supplies funded with Federal assistance, operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000).
- n. The subrecipient certifies that it will comply with the “**FTA Annual List of Certifications and Assurances** for Federal Transit Administration Grants and Cooperative Agreements” and Appendix A Certifications and Assurances Checklist and Signature Page due March 31 of each year.
- o. The subrecipient has provided documentation needed by the Department to assure FTA that it has properly and sufficiently delegated and executed authority, by Resolution, to the appropriate individual(s) to take official action on its behalf.
- p. The subrecipient, providing **complementary paratransit service**, certifies that they have submitted to the Department an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, Section 37.135[b] and have provided the Department annual updates to its plan on January 26 of each year, as required by 49 CFR Part 37, Section 139[c]. The subrecipient has provided the Department an initial plan signed and dated _____.
- q. The subrecipient certifies that all **direct and indirect costs** billed are allowable per Title 2 Code of Federal Regulations Part 225 (2 CFR 225) (formerly Office of Management and Budget (OMB) Circular A-87), the federal guidelines for allowable costs for subrecipients that are State, Local and Indian Tribal governments, per Title 2 Code of Federal Regulations, Part 230 (2 CFR 230) (formerly, OMB Circular A-122) if the subrecipient is a non-profit organization, per Title 48 CFR Part 3 (48 CFR 3), if subrecipient is a private for-profit organization.
- r. The subrecipient certifies that all indirect costs billed are supported by an annual **indirect cost allocation plan** submitted in accordance with 2 CFR 225. The plan or subrecipient’s cognizant agency approval of plan was submitted to the Department’s Audits and Investigations and approved before subrecipient submits request for reimbursement of an indirect cost. Indirect costs prior to having a plan approved as evidenced by a letter from the Department’s Audits and Investigations is not an allowable expense. If subrecipient does not bill for indirect cost then an indirect cost allocation plan is not required.
- s. The subrecipient certifies that they understand that **Transit Employee Protection** is specified in Title 49 U.S.C. 5333(i). This Title requires that the interests of employees affected by the assistance under most FTA programs shall be protected under arrangements the Secretary of Labor concludes are fair and equitable. Title 49 U.S.C. 5311(i) requires that the Secretary of Labor use “a special warranty that provides a fair and equitable arrangement to protect the interests of employees” in order for the 5333(b) requirements to apply to Section 5311.
- t. The subrecipient certifies that the recipient shall comply with 49 CFR Part 604 in the provision of any **charter service** provided with FTA funded equipment and facilities. The subrecipient certifies that in the provision of any charter service provided, subrecipient and its recipients will provide charter service that uses equipment or facilities acquired with Federal assistance authorized for 49 U.S.C. 5307, 5311, 5316 or 5317, only to the extent that there are no private charter service operators willing and able to provide those charter services that it or its recipients desire to provide unless one of more of the exceptions in 49 CFR Part 604-Subpart B applies. The subrecipient assures and certifies that the revenue generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost

(including depreciation on federally assisted equipment) of providing the service. The subrecipient understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties including debarment from the receipt of further Federal assistance for transportation.

- u. The subrecipient undertakes and agrees to defend, indemnify, and hold harmless SANBAG and any of its Board members, officers, employees, and agents, from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with the subrecipient's performance of services funded pursuant to 49 U.S.C. Section 5310 hereunder, its failure to comply with any of its obligations or requirements contained in this certifications and assurances, or breach of its representations and warranties under this certifications and assurances, except such loss or damage which was caused by the sole negligence or willfull misconduct of SANBAG.
- v. The subrecipient represents and warrants that its project is consistent with the eligible activities listed within Chapter I Section 14 or Section 15 in the FTA Circular C9070.1G and that its project does not include the following activities that are ineligible for funding: acquisition of transportation services under a contract, lease, or other arrangement (Not eligible if there is a State approved MOU); lease of equipment; preventive maintenance (as defined in the National Transit Database); vehicle rehabilitation, manufacture or overhaul and/of wheelchair lifts; transit shelters or other facility improvements; fixed route equipment such as, but not limited to: fareboxes, destination signs, stop request systems (yellow pull cords) and transfer cutters.
- w. As required by 49 U.S.C. 5323 (f) and FTA regulations, "School Bus Operations," at 49 CFR 605.14, the subrecipient agrees that it and all its recipients will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 4323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. Chapter 53 Title 23 U.S.C. for transportation projects. The subrecipient understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
- x. To the best of my knowledge and belief, the undersigned represents and warrants to SANBAG that the certifications and assurances and data in this application are true and correct, and I am authorized to sign and bind the applicant/subrecipient to these certifications and assurances and obligations in this application, and to file this application on behalf of the subrecipient.
- y. Applicant/subrecipient understands and agrees that the certifications and assurances in this application are effective binding upon Applicant

Certifying Representative

Name (print):	
Title (print)	
Signature:	Date

Attachment: Traditional 5310 Application 2014 SANBAG (1389 : FY 15 Section 5310)

PART I –APPLICANT ELIGIBILITY

Agency Profile

Provide the total number of clients currently served by the agency, and provide a breakdown of those clients who are elderly, disabled or a wheelchair user. **If a client can be identified in more than one category, choose the one category that most closely describes the client.** A client is counted only once. For example an elderly person who uses a wheelchair would be scored **once**, as a wheelchair user.

A person with disabilities is someone of any age who is not able to use fully accessible public fixed route services (whether temporarily or on a long-term basis), regardless of whether or not they need to use a wheelchair.

National origin information is collected and reported to the FTA.

Total number of clients currently served by your agency’s transportation program (<i>do not duplicate</i>)	Per FTA Circular, provide the percent of national origins served by your program. (Total 100%)
Number of elderly _____ Number of persons w/disabilities _____ Number of wheelchair/lift users _____ Total number of clients _____	American Indian & Alaska Native _____% Asian _____% Black or African American _____% Hispanic or Latino _____% Native Hawaiian & Other Pacific Islander _____% All Other _____%
Total number of wheelchair/lift users divided by clients _____%	Total must be 100% _____%

Briefly describe your agency’s purpose and program. **Include the days and hours of the operation of your transportation program** and the service your agency currently provides or intends to provide.

Supporting documentation must be attached (e.g., agency brochure).

Attachment: Traditional 5310 Application 2014 SANBAG (1389 : FY 15 Section 5310)

PART I –APPLICANT ELIGIBILITY

Agency Profile

Briefly describe the geographic area that will be served by your transportation program (include cities, counties, and regions within the service area).

An 8-1/2 x 11 map of the service area must be attached delineating service boundaries.

What area will your project serve (*Check only one, if serving both areas complete separate applications*):

- Western San Bernardino Valley (Los Angeles County Line to Rancho Cucamonga)
 Eastern San Bernardino Valley (Fontana to Yucaipa)
 Victor Valley (Hesperia, Victorville, Adelanto, Apple Valley)

Title VI Requirements (Nondiscrimination) Requirements: Describe any lawsuits or complaints against your **entire agency** within the last year alleging discrimination on the basis of race, color, or national origin. At a minimum please include the following information: **Date of Complaint/Lawsuit received and/or acted on, Description Status/Outcome, Corrective Action Taken, and Date of Final Resolution.**

(To be eligible, you must provide a written response in this area; N/A is not an acceptable response.)

Note: Any agency awarded funding through the 5310 program must have a Title VI Program approved by Federal Transit Administration or the State of California Department of Transportation prior to executing a Standard Agreement and any disbursement of funds.

PART II – FUNDING REQUEST

Eligible Capital Expenses Reference: FTA C 9070.1G Section III, pages 9-11

5310 Eligible Capital Expenses listed on page 6 of Application Instructions.

Is your agency also applying for funding from another program (i.e. other FTA programs, Department of Health and Human Services, State/Local Funds, etc.) **for this proposed project(s)** (Vehicles and/or Other Equipment)?

Yes ___ No ___

If yes, please explain.

Vehicles

The estimated cost for all procurements is used to determine the funding amount granted for each project (vehicles and other equipment). This award is made for the procurement of that specific project, not for a guaranteed amount of funds. The program will retain any remaining funds after the purchase of the project has been completed. If actual cost exceeds the estimate, grantees will be required to provide 100% of the additional funds needed. **No fixed route equipment will be funded**

Complete for vehicle(s) requested. (See Application Instructions pages 4 and 5)

Vehicles	Quantity Request	Estimated Unit Cost**	Total Cost
Vehicles			
Minivan 5 Ambulatory Passengers (AP) includes ramp		\$46,000	
Small Bus (Ford or GM) 8 AP; 2 Wheelchair (WC)*		\$60,000	
Medium Bus (Ford or GM) 12 AP; 2 WC*		\$67,000	
Medium Bus 12 AP; 2 WC *, Compressed Natural Gas***		\$93,000	
Large Bus 16 AP; 2 WC *		\$73,000	
Large Bus 16 AP; 2 WC * ,Compressed Natural Gas***		\$97,000	
Larger Bus (Ford or International) 20 AP; 2 WC *		\$105,000	

* Rear wheelchair lift floor plan

**Unit costs are an estimated cost of vehicle, equipment and related charges and are subject to change at the time of purchase.

***Justify the need for an alternative fuel vehicle. Indicate whether your agency has the requisite fuel infrastructure, as well as the proximity of the fuel station in relation to your agency.

PART II – FUNDING REQUEST

Eligible Capital Expenses Reference: FTA C 9070.1G Section III, pages 4 & 5

Other Equipment

Other eligible equipment includes: wheelchair restraints; radios and communication equipment; initial component installation costs; computer hardware and software (scheduling and vehicle maintenance software); transit-related intelligent transportation systems (ITS); and the introduction of new technology through innovative and improved products into public transportation.

Applicant must attach 3 estimates of like-kind equipment **with** this application. The average of the 3 estimates will become the requested grant amount.

In the absence of three estimates applicant must attach an estimate from the vendor and the Sole Source Justification form. Sole source vendor requests will not be approved during the grant application review. Form available at: <http://www.dot.ca.gov/hq/MassTrans/Procurement-Grants-Management.html>.

After grant approval, grantee must receive prior approval from the Section 5310 Program before purchasing. The grantee will purchase the other equipment, submit an invoice to Caltrans, and will be reimbursed for the federal share.

Complete for other equipment requested. (See Application Instructions page 5)

Minimum Grant Amount of \$1,000, not to exceed \$40,000.

Complete for Requesting Computer Equipment or Other Equipment (specify)			
Equipment	Quantity Request	Estimated Unit Cost	Total Cost
Computer Hardware			
Computer Software			
Other Eligible Equipment (describe)			
Complete for Requesting Communications Equipment:			
Base Station		\$2,500	
Mobile Radio		\$1,000	
TOTAL (cannot exceed \$40,000)			

TOTAL PROJECT COST (Vehicles and Other Equipment)	
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PART II – FUNDING REQUEST

Replacement/Service Expansion Vehicles

Questions apply to requests for vehicles. (See Scoring Worksheet, pages 4 and 5)

REPLACEMENT VEHICLES (Maintaining existing service levels)

To be eligible for replacement, the vehicle must currently be registered to the applicant agency and have a wheelchair accessible ramp or lift, and must be in active service The vehicle does not have to be originally federally funded. Leased vehicles, Sedans and SUVs are not eligible for replacement.

Applications for vehicle replacements must be like kind. For example, in an application for a small replacement bus, the vehicle to be replaced must be a small bus.

Explain why the vehicle(s) need replacement in order to ensure continuance of existing services. Describe the service the vehicle(s) will provide and the service area.

A photograph of the vehicle(s) proposed for replacement must be attached as an appendix. Take the photograph at an angle to show back wheels.

NEW for ALL replacement vehicle requests: Provide each vehicle's funding source. Include the Standard Agreement number for federally funded procurements.

NEW SERVICE OR SERVICE EXPANSION VEHICLES

Explain the new service or growth your agency is experiencing, the projected increase in the number of clients you will serve, and the basis for your estimates. Describe the service area, the type of service the vehicle(s) you are requesting will provide and how it relates to the needs assessment in the Coordinated Plan. *Related Documentation supporting this growth must be attached as an appendix and its relevance discussed within the narrative (e.g., current waiting list, reports of trips denied).*

Projected number of one-way passenger trips per day to be provided by each vehicle: _____

PART II – FUNDING REQUEST

Other Equipment

OTHER EQUIPMENT

This category includes communication and computer equipment, hardware and/or software, or any other miscellaneous equipment (cameras, mobile radios, etc.). The equipment must be used to support your transportation operation in proportion to the number of vehicles you operate in your transportation program for elderly and disabled clients.

The applicant must submit 3 like-kind estimates of equipment with this application. The average of these 3 estimates will be the requested funding amount. The 3 like-kind estimate information and sole source request instructions are on page 12 of this application. **Note: If the project is selected and the agency receives Section 5310 approval, the agency will purchase the equipment using 100% of their funds. Once the equipment is received, the agency will invoice Caltrans for reimbursement of the actual amount not to exceed 100% of the grant amount. No fixed route equipment will be funded.**

Agency Inventory (Required for ALL other equipment requests)

1. Complete table for the requested other equipment, expand this table if necessary:
 1. Indicate equipment type to be replaced
 2. Indicate the quantity of existing equipment units by like kind.
 3. Indicate the age of the equipment.
 4. Indicate the requested number of units of additional equipment.
 5. Indicate the total number of vehicles in your transportation fleet.

Equipment Type to be replaced	Quantity/Purchase Date of Existing Equipment within Agency		Quantity of Requested Equipment (from page 12)	Current Fleet Size
Example: Computer	3	5-18-2005	6	10
	2	1-1-2001		
	4	6-15-2004		
Example: Mobile Radios	8	8-14-2007	4	15
	3	4-21-2002		
Example: Software	0	-	1	16

2. Describe the type of equipment you are requesting and specifically identify the components.

3. Discuss how the requested equipment will be used to support the transportation program. Include any expected improvements in service delivery or coordination, any reduction in the cost of providing service and the current method of collecting and tracking information.

PART III - SCORING CRITERIA

Ability of Applicant-

See Quantitative Scoring & Project Rating Worksheet Section I

Describe applicant's experience and history of providing efficient and effective transit services. The number of years of transportation service should reflect the number of years your agency has provided transportation services. Do not include service of your subcontractor(s). If you will be a first-time provider of transportation services, provide the number of years you have provided social services to elderly individuals and individuals with disabilities.

1. Does your agency **currently** provide transportation? _____

If yes, how many years of transportation experience does your agency have? _____

If no, how many years of experience does your agency have in providing non-transit services to elderly persons and persons with disabilities? _____

Additional points can be obtained for applicants that have not previously been transportation providers by providing a letter of support from SANBAG or Coordinated Transportation Service Agency (CTSA).

Scoring Criteria for questions 2-12:

0 = Does not address question

1 = Addresses question without attaching relevant documentation.

2 = Addresses question completely and attaches relevant documentation to all questions 2-12

2. Describe your agency's driver training program by specifically discussing each of the following components indicating whether they will be performed in-house or under contract and the staff or position(s) responsible:

- New Driver Orientation and Training; including classroom and behind the wheel and testing. Including ongoing training.
- Sensitivity Training, Emergency Preparedness, First Aid and CPR.

PROPOSED BUDGET FOR TRANSPORTATION PROGRAM

See Page 7 of the Application Instructions for specific requirements in completing this page, attachments required

10. Annual Operating Budget:

See Quantitative Scoring & Project Rating Worksheet Section I

Estimated Income:	
a. Passenger Revenue	\$
b. Other Revenues	\$
c. Total grants*, donations, subsidy from other agency funds	\$
TOTAL INCOME	\$
*Not including this grant request.	
Estimated Expenses:	
a. Wages, Salaries and Benefits (non-maintenance personnel)	\$
b. Maintenance & Repair (include maintenance salaries)	\$
c. Fuels	\$
d. Casualty & Liability Insurance	\$
e. Administrative & General Expense	\$
f. Other Expenses (e.g., materials & supplies, taxes)	\$
g. Contract Services (specify) _____	\$
TOTAL EXPENSES	\$

11. Operating Fund Sources:

SOURCES	Prior Year	Current Year	NextYear
a.	\$	\$	\$
b.	\$	\$	\$
c.	\$	\$	\$
d.	\$	\$	\$
			\$
		TOTAL	

12. Local Match for this application.

The local share may be derived from other Federal programs that are eligible to be expended for transportation, other than DOT programs, or from DOT's Federal Lands Highway Program. Examples of types of programs that are potential sources of local match include: employment, training, aging, medical, community services, and rehabilitation services. Specific program information for other types of Federal funding is available at

www.unitedweride.gov

Identify Source(s) of Local Match:	AMOUNTS
Toll Credits	\$
	\$
	\$
TOTAL LOCAL MATCH -	\$

Attachment: Traditional 5310 Application 2014 SANBAG (1389 : FY 15 Section 5310)

PART III - SCORING CRITERIA

Coordinated Plan Requirements

See Quantitative Scoring & Project Rating Worksheet Section II

Scoring Criteria:

0 – Does not address question and/or does not include Coordinated Plan section or page number

3 – Addresses question & indicated Coordinated Plan section and/or page number

Per FTA C 9070.1G, Chapter V, FTA Section 5310 projects shall be included in a Coordinated Plan that minimally includes the following four elements and a level consistent with available resources and the complexity of the local institutional environment. The following questions address how this project is derived from Coordinated Plan for your area. (Only 0 or 3 points per question)

Element 1: An assessment of available services that identifies current transportation providers (public, private, and non-profit).

1. Generally describe the available non-profit, public transit or Paratransit, including fixed route, dial-a-ride, ADA complementary Paratransit services. (Indicate Coordinated Plan Section/Page Number.)

Element 2: An assessment of transportation needs for individuals with disabilities or older adults. This assessment may be based on the experience and perceptions of the planning partners or on more sophisticated data collection efforts, and gaps in service.

2. Describe the transportation needs of individuals with disabilities or elderly individuals to be served by the proposed project. (Indicate Coordinated Plan Section/Page Number.)

PART III - SCORING CRITERIA***Coordinated Plan Requirements – (Cont.) See Quantitative Scoring & Project Rating Worksheet Section I***

Element 3: Strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery.

3. How does this project(s) address one or more of the coordination strategies, activities, and/or projects and efficiencies identified in the Coordinated Plan for your area? (Indicate Coordinated Plan Section/Page Number.)

Element 4: Priorities for implementation based on resources (from multiple program sources), time, and feasibility for implementing specific strategies and/or activities identified.

4. How does this project(s) address one or more of the implementation priorities identified in the Coordinated Plan for your area? (Indicate Coordinated Plan Section/Page Number.)

PART III - SCORING CRITERIA

Coordination –

See Quantitative Scoring & Project Rating Worksheet Section II

Use of Vehicles/ Equipment

Per FTA C 9070.1G, Chapter VI, FTA encourages maximum use of vehicles funded under the Section 5310 program. Coordination of vehicles and other transportation related activities where opportunities exist to coordinate are encouraged. Coordination of services include:

- Shared use of vehicles
- Dispatching or scheduling
- Maintenance
- Back-up transportation
- Staff training programs
- Procurement of services and supplies from funding sources other than Section 5310
- Active participation in local social service transportation planning process
- Client trip(s) with other agencies

To obtain points for questions 1 and/or 2, **a letter must be attached** from the Consolidated Transportation Service Agency (CTSA), or an agency with which you are coordinating services, substantiating the coordination activities described. For additional information contact the San Bernardino Associated Governments (SANBAG). If no CTSA exists in your service area or if you are the CTSA, a letter must be obtained from SANBAG.

1. Describe how vehicles in agency's **existing** fleet, services or equipment, are used to provide coordinated service for another agency's clients or how these vehicles are shared with another agency(s). Narrative must include:
 - The name of the participating agency(s)
 - Agency description, and usage of vehicle(s)
 - Days and hours of use
 - Number of passengers using service

2. Describe plan for coordinating use of **requested** vehicle(s) or equipment. Narrative must include:
 - Name of the participating agency(s)
 - Agency description, and usage of vehicle(s)
 - Days and hours of use
 - Numbers of passengers using service

OR

3. If unable to coordinate, explain why. Discuss any attempts the agency has made to coordinate. Provide supporting documentation letter from the CTSA or SANBAG confirming that no opportunities for coordination currently exist for requested equipment.

PART III - SCORING CRITERIA

Existing Transportation Services

See Quantitative Scoring & Project Rating Worksheet Section III

To complete the chart below, list all vehicles your agency currently owns or leases that provide passenger service to elderly and/or disabled persons. Include backup vehicles and those to be removed from service if a new vehicle is awarded. **Also list any vehicles you have on order or for which you have received a grant commitment from any source (e.g. Section 5310, Department of Aging, city or county.)**

Additional information needed for replacement vehicle requests: Replacement vehicles are identified as those needing replacement in order for the Agency to continue their existing services. For each new vehicle requested, a current vehicle in active service must be placed in backup or sold.

See Application Instructions for information regarding each column entry below.

Answer the following questions and complete the chart below:

- A. Total miles traveled per day for all active vehicles in fleet (excluding the vehicles indicated as backup in Column 7) _____.
- B. Days of Service (e.g. Monday thru Sunday) _____.
- C. Percentage of current wheelchair/lift users _____%
 - a. To compute, divide total riders (Part I, Page 9) by wheelchair/lift clients.

	*1	2	3	4	5	6	7	8	9	*10	*11	12
	List All VIN #s in Fleet (Last 5 digits)	Replacement Requests Vehicle Type & Disposition	List All Active Vehicles Yr/Make	Current Mileage	Passenger Capacity Ambulatory/ Wheelchair	Number of Fold down Seats	Current Backup Vehicle Y/N	Date Purchased or Leased (indicate if leased)	Registered Owner (not lienholder)	Vehicle Service Hours Per Day	Total One Way Pasg. Trips Per Day	12 Month Maintenance & Repair Costs
<i>Ex</i>	<i>12345</i>	<i>van/BK</i>	<i>2003 Ford</i>		<i>6A/2W</i>	<i>3</i>	<i>N</i>	<i>1-1-01</i>	<i>Agency X</i>	<i>6</i>	<i>16</i>	<i>\$1,000</i>
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
Total for Columns 10 & 11												

Attachment: Traditional 5310 Application 2014 SANBAG (1389 : FY 15 Section 5310)

PART III - SCORING CRITERIA

Proposed Transportation Services

See Quantitative Scoring & Project Rating Worksheet Section III

New or Service Expansion: This table is to be completed by agencies:

- Starting a new transportation service, or
- Adding new or additional service to their current program.

To complete the chart below:

- In column 1, indicate if vehicle request is for a New (N) transportation agency or Service Expansion (SE) for an existing transportation agency.
 - In column 2, indicate type of requested vehicle, such as Modified Van, Small Bus, etc. as shown on the Funding Request – Part II.
- Note: If the requested vehicle(s) will be used in coordination to transport another agency’s clients on a regular basis, include those trips in the calculations of the proposed service for columns 3 - 7.*
- In column 3, indicate the number of days of vehicle service (e.g., Monday – Friday = 5, Monday – Sunday = 7)
 - In column 4, indicate the average number of vehicle service hours per day (**exclude idle time** - the time the vehicle is not in direct passenger service.) U whole hours; do not use ranges of hours or portions of hours.
 - In column 5, calculate vehicle service hours by multiplying column 3 with column 4 (**exclude idle time.**) (e.g. 5 days per week X 8 hours per day = 40 hours per week).
 - In column 6, indicate the projected number of one-way passenger trips per day (each time a passenger boards the vehicle, a round trip would be counted as 2 passenger trips) and of this total how many are wheelchair/lift users.
 - In column 7, indicate the projected average number of miles that the vehicle will travel per day.

Complete following question and the chart below:

D. **Compute the total percentage of current and projected wheelchair/lift users _____%**

For Expanded Service: Use the total number of wheelchair/lift users in your current program (page 9 of this application), add the projected number of lift users for this expanded service, then divide by the total number of existing and projected passengers from column 6 below.

For New Service: Use the total number of projected wheelchair/lift users then divide by total projected passengers from column 6 below.

	1	2	3	4	5	6	7
	Type of Request N – New agency or SE – Service Expansion	Vehicle Type	Days of Service	Total Service Hours Per Day	Total Service Hours Per Week	Total one way passenger Trips Per Day (of total how many lift users)	Projected Mileage Per Day
<i>Ex</i>	<i>N or SE</i>	<i>Small Bus</i>	<i>5</i>	<i>6</i>	<i>30</i>	<i>25(5)</i>	<i>400</i>
1							
2							
3							
4							
5							

Attachment: Traditional 5310 Application 2014 SANBAG (1389 : FY 15 Section 5310)

PART III - SCORING CRITERIA

Other Equipment

See Quantitative Scoring & Project Rating Worksheet Section III

Other Equipment: Computer system, software and or communication.

If you are making a request for new equipment based on the “inadequacy” of your old equipment, please include a detailed description of the make and year model of the equipment to be replaced consistent with the chart on page 14. The equipment must be used to support your transportation operation, that is, the number of vehicles you operate in your transportation program.

1. How many vehicles in the existing Service Fleet (including back up)? _____ (Maximum 15 pts)	
2. Is the applicant currently using a manual system for scheduling, vehicle tracking, etc. and/or has no dispatch communication equipment? (Application page 14) 5 points	
OR	
3. Does the applicant need to replace inadequate equipment to improve efficiency? (Application page 14)	
Equipment more than 5 years old – 5 pts 3 to 5 years old – 3 pts Less than 3 years old – 0 pts	
Total (Maximum 20 Points)	

Attachment: Traditional 5310 Application 2014 SANBAG (1389 : FY 15 Section 5310)



FTA Traditional 5310 Projects
*Enhanced Mobility of Seniors and
 Individuals with Disabilities*
**Application Instructions for
 the Urbanized Areas of San
 Bernardino County**

The following is a list of the application questions that are addressed in these instructions. Not all questions in the application require additional instructions.

	Page
General Instructions.....	2
Coordinated Plan (Application Page 3).....	3
Public Agencies (Application Page 7)	4
Eligible Capital Expenses (Application Page 11)	5/6
Ability of Applicant (Application Pages 15-17).....	7
Proposed Budget for Transportation Program (Application Page 18) ...	7
Existing Transportation Services (Application Page 22)	8
Glossary	9

San Bernardino Associated Governments (SANBAG)
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, CA 92410

More information:
<http://www.dot.ca.gov/hq/MassTrans/5310.html>
 Toll Free Hotline 1.888.472-6816

Attachment: Traditional 5310 Application Instructions 2014 SANBAG (1389 : FY 15 Section 5310)

Grant Application Guidelines

Please read all instructions carefully.

These instructions apply to the application for funding under the Federal Transit Administration (FTA) Enhanced Mobility for Seniors and Individuals with Disabilities grant program for the Urbanized Areas of San Bernardino County. **Requests for funding for Enhanced Mobility 5310 projects must be submitted on the 5310 Enhanced Mobility application.**

Program Overview

Moving Ahead for Progress in the 21st Century Act (MAP-21)

The new 5310 Program is authorized under the provisions set forth in MAP-21. These provisions authorize the U.S. Secretary of Transportation to apportion funds to each state for grants to this program. MAP-21 also includes a new planning requirement for the 5310 Program, requiring that projects funded through this program “must be included in a locally developed, coordinated public transit-human services transportation plan.”

The Governor of California has designated the California Department of Transportation (Caltrans) Division of Rail & Mass Transportation (DRMT) as the recipient of all Federal Transit Administration (FTA) Section 5310 grants for the purpose of administering those funds in accordance to state and federal laws, statutes, and regulations. Current federal transportation funding law, allows Metropolitan Planning Organizations (MPO) or eligible Large Urbanized Areas (UZA) agencies to assume all or some of the administrative responsibility traditionally bestowed to designated recipients.

Through a Memorandum of Understanding (MOU), the Southern California Association of Governments (SCAG) and the San Bernardino Associated Governments (SANBAG) have elected to administer this grant offering through an Administrative Hybrid Partnership with Caltrans. With SCAG’s approval, SANBAG will select successful projects. Caltrans will support all other program requirements set forth by the Federal Transit Administration (FTA).

Caltrans State Management Plan

Caltrans’ mission, goals, and values guide Caltrans’ actions and how it serves the public, including the administration of federal programs presented in the State Management Plan. The State Management Plan is available at <http://www.dot.ca.gov/hq/MassTrans/SMP.html>.

GENERAL INSTRUCTIONS

Please read all instructions carefully.

1. Mark "**ORIGINAL**" on the cover of your application package that contains the master copy of the requested documentation with original signatures.
2. Submit the original application, one photocopy, and two electronic copies (i.e., CDs, flash drives, etc.) to SANBAG by **5pm on December 5, 2014**. **Please note: The entire application and all appendices must be included in the electronic copies.**

Additional copies may be requested by SANBAG.

Early coordination with your SANBAG representative is encouraged.

SANBAG will:

- a. Establish the applicant's eligibility (Part 1 of the application).
- b. Review the application for completeness and contact the agency for questions and clarification for improvement.
- c. Review and score the application.
- d. Forward to Caltrans the original, one photocopy and two electronic copies of the application, the Quantitative Scoring & Project Rating Worksheets, and regional priority list of projects.

3. Applications must be complete and final. No amendments or supplements to the application will be accepted after the SANBAG due date of 5pm on December 5, 2014.

Note: Application packages with incomplete and/or missing information will not be considered for funding.

4. The application format is provided in an MS Word document. An electronic version of the application form is at our website: www.SANBAG.ca.gov

To prepare on a computer: Insert additional space where needed to complete questions (e.g., application form page 8, continuing pages should be numbered 8a, 8b, 8c).

5. To prepare the application using a "hard copy" (without a computer):

Use application forms as provided. If additional pages of narrative are needed, insert them immediately following the page on which the narrative started, indicating their order alphabetically (e.g., application form page 8, continuing pages should be numbered 8a, 8b, 8c).

All documentation should be included in a distinctly labeled second part of your application labeled as the "Appendix." **Your narrative should mention specific documentation and include a reference to where it can be found in your appendix.**

6. Narrative responses should be complete and concise. All questions must be answered. N/A responses will be considered incomplete.
7. Review the glossary sheet on page 11 of these instructions for terms used throughout the application.

Public Record

Section 5310 application materials and attachments are not considered confidential by SANBAG or Caltrans. Application contents and attachments received by SANBAG are considered *public records*. Therefore, applicants should not include confidential information such as client names, addresses, specific medical diagnoses, telephone numbers, and times the clients are scheduled to be transported. This kind of information should be redacted from client lists. You should be aware, however, that too little information may not adequately document your clients' needs that are necessary for an application to be properly scored.

Use of Vehicles

Vehicles acquired under the Section 5310 program must be used primarily for elderly persons and/or persons with disabilities at a **minimum of 20 service hours per week per vehicle**. Services are to be provided only within the legal jurisdiction of the grantee. Vehicles may be used only in the following ways:

- By the private non-profit organization or the public agency as described in their approved grant application;
- By a private for-profit operator, via contractual agreement with the successful applicant only for the services identified in the approved grant application. The contractual agreement must be pre-approved by SANBAG and Caltrans.

Responsibility of Grant Subrecipient

When an agent other than the subrecipient in the grant application operates vehicles or other equipment, control and responsibility for the operation of the vehicles must remain with the grant subrecipient. The private non-profit organization or public agency remains the registered owner of the vehicle and remains fully responsible for program compliance including, but not limited to, operation oversight, reporting, insurance, maintenance and monitoring. Caltrans DRMT shall be listed as the lien holder on all approved project vehicles funded through 5310 funds. Caltrans remains the lien holder until the federal interest in the project equipment is less than \$5,000. **Non-compliance with program requirements may result in relinquishment of vehicles and/or equipment to the State.**

PART I – APPLICANT ELIGIBILITY

See Application - Coordinated Plan Certification – Page 3

Both the SANBAG (Agency preparing the Coordinated Plan) and the Grant Applicant shall sign this form. (Grant Application, page 3).

Individual projects and/or agency names are not required to be listed in the Coordinated Plan as long as the strategy for the project is included the Coordinated Plan.

See Application - Public Agencies Page 7

Public agencies must meet either "a" or "b" below and submit required documentation:

- In order to make a determination that no non-profit agencies are readily available (see glossary) to provide the proposed service, a public agency must provide substantial written

proof (as identified on page 7 of the Application) documenting the exceptional circumstances that no non-profit agencies are readily available to provide the proposed service.

A public agency must hold a public hearing between the release date of the call for projects and the application due date to SANBAG. Notice of the hearing, including the date, place, and specific purpose, must be given at least 30 days in advance through publication in a newspaper of general circulation.

Note: If the public hearing has not been held prior to the application's submittal to SANBAG, then proof of publication and hearing must be submitted to both Caltrans and SANBAG prior to the final application due date to Caltrans.

A public agency must contact all non-profit transportation providers (as may be identified by SANBAG, the local CTSA, the Coordinated Plan and/or Caltrans) regarding the hearing by a "return receipt requested" letter.

A public agency must adopt by resolution a finding that there are no non-profit agencies readily available to carry out the proposed service. A copy of this resolution must be included as an appendix to the application. If during the hearing a private non-profit agency demonstrates that it is able to provide the proposed service, the public agency is no longer eligible to apply for Section 5310 funds.

For information on the appeal process refer to the Program's State Management Plan located at: <http://www.dot.ca.gov/hq/MassTrans/5310.html>

PART II - FUNDING REQUEST

See Application - Eligible Capital Expenses - Page 11 & 12

Unit Cost Estimates and Other Equipment

The vehicle unit cost includes the cost of a base accessible vehicle that includes a wheelchair lift, tie downs, an estimate of the procurement fees and applicable sales tax associated with the vehicle purchase. Applicants are to use the unit costs as provided on the application form.

Requests for "other equipment" in the Grant Application page 12 (e.g., computer systems, dispatching and tracking software, telecommunication systems) that support the transportation program are limited to \$40,000 for the entire request, with a minimum cost of \$1,000. **Cellular phones, pagers and service subscriptions, and fixed route equipment are not eligible for funding.**

When requesting computer hardware or software, or other equipment, list the specific items to be purchased and provide three informal estimates of requested equipment costs with the application. Estimates can be copies from Internet sites, advertisements, or product catalog. The average of the three (3) like-kind estimates will become the grant amount placed in the "Unit Cost" space provided.

Request Limitations

The San Bernardino Associated Governments (SANBAG) may set award limits based on the number of applications received and the availability of funds.

Available Funding

All applicants must indicate the appropriate UZA allotment their project is requesting funding from. UZA assignment is based on the location where the majority of persons served reside.

Thresholds by Category	Western San Bernardino Valley UZA	Eastern San Bernardino Valley UZA	Victor Valley UZA
FY 2013 Funding Available	\$ 363,355	\$ 458,380	\$ 215,545
FY 2014 Funding Available	\$ 349,842	\$ 479,351	\$ 238,691
Two-Year Funding Available Total*	\$ 713,197	\$ 937,731	\$ 454,236
Minimum (55%) for Traditional Projects**	\$ 412,904	\$ 542,897	\$ 262,979
Maximum (40%) for Expanded Projects***	\$ 300,294	\$ 394,834	\$ 191,257
Cities included:	Chino, Chino Hills, Montclair, Upland, Ontario, Rancho Cucamonga	Fontana, Rialto, Loma Linda, Colton, Bloomington, Highland, San Bernardino, Redlands, Yucaipa	Hesperia, Victorville, Apple Valley, Adelanto

*The total award amount is already reduced by the 5% Caltrans fee for admin expenses.
 **This 55% is calculated on the full 5310 allocation prior to being reduced by the 5% Caltrans admin fee.
 ***Given Caltrans is using 5% for admin expenses, 40% is the maximum amount eligible under this category. However, this category may be lowered to 35% should the CTCs chose to use the 5% maximum for planning related purposes.

Attachment: Traditional 5310 Application Instructions 2014 SANBAG (1389 : FY 15 Section 5310)

ELIGIBLE CAPITAL EXPENSES (excludes mobility management)	Funded	Not Funded	Comments or Reason if Not Funded
Buses and vans (including baseline vehicle equipment)	x		Must be ADA accessible/No Sedan or SUVs
Vehicle procurement testing, inspection, and acceptance costs	x		
Wheelchair restraints	x		
Radios and communication equipment (excludes cell phones and service agreements)	x		
Initial component installation costs	x		
Computer hardware and software (scheduling and dispatch software)	x		In support of 5310 program purposes only. Public transit services not eligible.
Extended warranties which do not exceed the industry standard	x		At the time of purchase only.
Transit related intelligent transportation systems (ITS); and the introduction of new technology, through innovative and improved products, into public transportation	x		Regional ITS Architecture Plan required at time of application. See www.dot.ca.gov
Acquisition of transportation services under a contract, lease, or other arrangement. Both capital and operating costs associated with contracted service are eligible capital expenses. User-side subsidies are considered one form of eligible arrangement. The State, as recipient, has the option to decide whether to provide funding for such acquired services. Funds may be requested for contracted services covering a time period of more than one year. The capital eligibility of acquisition of services as authorized in 49 U.S.C. 5310(a)(3) is limited to the Section 5310 program		x	We fund the equipment/capital costs and allow contracted services as long as there is a State approved MOU. <u>Excludes operating costs.</u>
Lease of equipment when lease is more cost effective than purchase. Note that when lease of equipment or facilities is treated as a capital expense, the State must establish criteria for determining cost effectiveness in accordance with FTA regulations, "Capital Leases," 49 CFR part 639 and OMB Circular A-94, which provides the necessary discount factors and formulas for applying the same		x	Staffing resource limitations
Preventive maintenance, as defined in the National Transit Database (NTD)		x	
Vehicle rehabilitation; manufacture, or overhaul Wheelchair lifts		x	We purchase new vehicles only.
Transit Shelters or other facility improvements		x	Staffing resource limitations, when federal funds are used, the entire program and land is under federal requirements.
Fixed route equipment such as, but not limited to: fareboxes, destination signs, stop request system (yellow pull cords), transfer cutters.		x	This program does not fund fixed route equipment. The purpose is to meet the <u>special needs</u> of elderly persons and persons with disabilities.

Attachment: Traditional 5310 Application Instructions 2014 SANBAG (1389 : FY 15 Section 5310)

PART III – SCORING CRITERIA

See Application – Scoring Criteria – Ability of Applicant, Page 15 & Quantitative Scoring and Project Rating Worksheet, Section I

Before answering the questions in this section, review the related criteria on the “*Quantitative Scoring and Project Rating Worksheet.*” This helps in understanding the focus of the items to be scored. Attach documentation that supports your answers (examples provided below) as an item in your Appendix.

Note: Applicants who address questions **completely** and discuss the **relevance** of the attached documentation that supports the stated transportation needs will earn full points.

- Testimony at, or findings from, a TDA Article 8 hearing (Unmet Transit Needs)
- Citizen on-board passenger surveys
- Current waiting lists and/or records of trips denied
- American with Disabilities Act (ADA) Plan
- Recognized surveys
- Recognized studies or plans that document transit needs (e.g., Area Agency on Aging Needs Assessment, short range transit plan, Senate Bill 826 Action Plan/Progress Report),
- Letter from public transit agency
- Newspaper articles
- Agency brochures, agency statistics or demographics
- Letter of inquires to and/or response from other funding sources.

See Application - Proposed Budget for Transportation Program – Page 18

1. Annual Operating Budget: (Application Question 10, page 18)

Indicate the proposed annual operating budget for your **entire transportation program**, including the costs associated with operating the requested equipment.

2. Operating Fund Sources: (Application Question 11, page 18)

You must include, and explain, all sources of operating revenue; including revenue from grants, donations, and local fund-raising projects that will be used to fund your transportation program. List the funding sources and amounts for the prior, current and budget year. The total sources of operating funds in Question 10, “Operating Fund Sources,” should be equal to the total operating income shown in Question 11, “Annual Operating Budget.”

3. Local Match: (Application Question 12, page 18)

Toll credits are being applied to meet the local share (20%). Specify the amount in the space provided.

See Application – Existing Transportation Services – Page 22

Information to complete this chart (Note: The gray band on the chart provides a sample entry.)

1. List the Vehicle Vin # for each vehicle in your Existing Transportation Services.
2. **Proposed Replacement requests only:** Indicate the type of vehicle, *Van or Bus* for vehicles proposed for replacement in the application. A van is defined as a vehicle with a gross vehicle weight rating (GVWR) of less than 10,000 pounds; and a bus as a vehicle with a GVWR of more than 10,000 pounds, as identified by the Original Equipment Manufacturer's weight certificate located on the driver's side door. Also indicate the **disposition** of the vehicle proposed for replacement as follows: "**BK**" for backup and "**S**" for sell. To be eligible for replacement, vehicles must meet the following criteria at the time the application is filed:
 - Vehicle to be replaced must be currently registered to the applicant and in **active service** (providing service throughout the agency's normal days and hours of operation)
 - Vehicle to be replaced is for a like-kind vehicle with similar service life. See page 13 of application. Sedans and SUVs are not eligible for replacement.
3. List all active vehicles years and makes in your fleet inventory.
4. List the most current mileage in your fleet available prior to filing the application.
5. List ambulatory (A) seating capacity and wheelchair (W) capacity (e.g. 6A/2W) for each vehicle. Indicate the number of fold down seats in the wheel chair positions for each vehicle. Identify, by indicating "Y" for yes and "N" for no, if a vehicle is **currently** used as a backup vehicle. **Note:** vehicles currently in backup service are not eligible for replacement.
6. Date the vehicle was purchased or leased by your agency.
7. List the registered owner(s) of the vehicle. Do not list the legal owner (lien holder). You may abbreviate or use the words "applicant," "county," etc., where the meaning is clear in the context of the application
8. List number of hours per day, excluding *idle time* (see glossary), that each vehicle provides service. Then, total the service hours per day for all active vehicles (exclude backups) in the fleet and enter the total in the last cell in column 10. Use whole numbers of hours, not ranges of hours, or portions of hours.
9. List average number of one-way passenger trips (see glossary for definition) per day. Provide total number of one-way passenger trips per day for all active vehicles (exclude backups) in the fleet by totaling all entries and enter the total in the last cell in column 11. Do not use ranges.
10. Annual maintenance and repair costs. List total maintenance and repair costs for the last 12-month period for which figures are available.

FTA SECTION 5310 GLOSSARY

ADA	Americans with Disabilities Act, this Federal law is a comprehensive civil rights measure prohibiting discrimination against the disabled in employment, housing and transportation. The intent of ADA is to ensure equal access for persons with disabilities to public accommodations, public services, telecommunications and transportation.
Appropriate Funds	All local shares must be provided from sources other than Federal funds except where specific legislative language of a Federal program permits its funds to be used to match other Federal funds.
Backup Vehicles	Backup vehicles are defined as vehicles that are used from time-to-time, not on a daily basis to provide service.
Bus	Vehicle with a gross vehicle weight rating of more than 10,000 pounds as identified by the Original Equipment Manufacturer's weight certificate located on the driver's side door.
CTC	An acronym for California Transportation Commission. The body established by State law to advise and assist the Secretary of the Business, Transportation and Housing Agency and the Legislature in formulating and evaluating state policies and plans for transportation programs. The CTC is responsible for adopting the annual listing of approved Section 5310 projects before forwarding to FTA for approval.
CTSA	An acronym for Consolidated Transportation Service Agency. Local agency designated by the Regional Transportation Planning Agency to consolidate and coordinate social service transportation.
FTA	An acronym for Federal Transit Administration. Federal level agency, which administers the Federal Transit Act, as amended, and specifically provides funding to the states for the Section 5310 program.
Idle Time	Idle time generally means the time the vehicle is not in direct passenger service.
One-way Passenger Trips	One-way passenger trips are counted as each time a person boards the vehicle, so that a round trip would be counted as two passenger trips
Readily Available	Readily available is defined as willing, interested and capable of providing the proposed service at a comparable cost to the identified clientele in the same service area, with the same hours of frequency, and at the same level of service.
RTPA	An acronym for Regional Transportation Planning Agency. Local agency responsible for transportation planning activities and allocating of transit funds in a specified region. RTPAs can be Local Transportation Commissions, Councils of Governments, Metropolitan Planning Organizations or statutorily created agencies.
Unqualified Audit Opinion	An acceptable audit, indicating that the agency is in compliance with generally accepted accounting principles. Note: any other type of opinions, e.g., "qualified with exceptions," "reportable conditions," "material weaknesses," "noncompliance with requirement," will be evaluated on a case-by-case basis.
Van	Vehicle with a gross vehicle weight rating of <u>less</u> than 10,000 pounds as identified by the Original Equipment Manufacturer's weight certificate located on driver's side door.



FTA Section 5310 Expanded Projects

Enhanced Mobility of Seniors and Individuals
with Disabilities

Grant Application Instructions Urbanized Areas of San Bernardino County

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San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

<http://www.dot.ca.gov/hq/MassTrans/5310.html>

Grant Application Guidelines

Please read all instructions carefully.

These instructions apply to the application for funding under the Federal Transit Administration (FTA) Enhanced Mobility for Seniors and Individuals with Disabilities grant program for the Urbanized Areas of San Bernardino County. **Requests for funding for Traditional 5310 projects must be submitted on the 5310 Traditional application.**

Program Overview

Moving Ahead for Progress in the 21st Century Act (MAP-21)

The new 5310 Program is authorized under the provisions set forth in MAP-21. These provisions authorize the U.S. Secretary of Transportation to apportion funds to each state for grants to this program. MAP-21 also includes a new planning requirement for the 5310 Program, requiring that projects funded through this program “must be included in a locally developed, coordinated public transit-human services transportation plan.”

The Governor of California has designated the California Department of Transportation (Caltrans) Division of Rail & Mass Transportation (DRMT) as the recipient of all Federal Transit Administration (FTA) Section 5310 grants for the purpose of administering those funds in accordance to state and federal laws, statutes, and regulations. Current federal transportation funding law, allows Metropolitan Planning Organizations (MPO) or eligible Large Urbanized Areas (UZA) agencies to assume all or some of the administrative responsibility traditionally bestowed to designated recipients.

Through a Memorandum of Understanding (MOU), the Southern California Association of Governments (SCAG) and the San Bernardino Associated Governments (SANBAG) have elected to administer this grant offering through an Administrative Hybrid Partnership with Caltrans. With SCAG’s approval, SANBAG will select successful projects. Caltrans will support all other program requirements set forth by the Federal Transit Administration (FTA).

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FTA Section 5310 –Expanded 5310 Project Goals

One of the goals for Expanded 5310 Projects is to provide public transportation services to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation into society. Lack of adequate transportation is a primary barrier to work for individuals with disabilities. Expanded 5310 Projects also seek to expand the transportation mobility options available to persons with disabilities beyond requirements of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*), as well as alternatives to public transportation that assist persons with disabilities with transportation.

Eligibility

A. Eligible Applicants:

Applicants may include state or local governmental bodies, Metropolitan Planning Organizations (MPOs), Regional Transportation Planning Agencies (RTPAs), social services agencies, tribal governments, private and public operators of public transportation, or an operator of public transportation that receives a Section 5310 grant indirectly through a recipient, and non-profit organizations.

B. Eligible Use of Program Funds:

MAP-21 requires that all Expanded 5310 projects selected for funding be included in a locally developed Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan). The Coordinated Plan identifies existing services, needs, strategies and priorities for low-income individuals, individuals with disabilities and older adults.

C. Eligible Activities for Expanded 5310 Projects:

Expanded 5310 project funds are available for capital and operating expenses that support public transportation services beyond those required by the Americans with Disabilities Act of 1990 (ADA) and public transportation alternatives beyond those required by the ADA designed to assist individuals with disabilities with accessing transportation services, including transportation to and from jobs and employment support services. Eligible activities include, but are not limited to:

Operating Activities

- Expansion of paratransit service beyond the minimum requirements of ADA
- Expansion of hours for paratransit service
- Feeder service for intercity travel for which paratransit service is not required
- Enhancement of services (same day; door-to-door; escorts)
- Voucher programs (excludes transit bus pass)
- New or expansion of Volunteer Driver Programs.

Capital Activities

- Acquisition of accessibility equipment beyond ADA requirements
- Purchasing accessible vehicles to support taxi, vanpooling, and/or ridesharing programs
- Mobility management activities:
 - ✓ Planning, development, implementation of coordinated transportation services
 - ✓ Integration, coordination and promotion of access to transportation services
 - ✓ Development and operation of one-stop call-center
 - ✓ Transportation brokerages
 - ✓ Travel training/trip planning
 - ✓ Operational planning to acquire IT technologies for coordinated systems

The following is a list of ineligible expenses for 5310 Expanded Projects:

INELIGIBLE EXPENSES FOR 5310 EXPANDED PROJECTS	Comments or Reason if Not Funded
Lease of equipment when lease is more cost effective than purchase. Note that when lease of equipment or for facilities is treated as a capital expense, the State must establish criteria for determining cost effectiveness in accordance with FTA regulations, "Capital Leases," 49 CFR part 639 and OMB Circular A-94, which provides the necessary discount factors and formulas for applying the same.	Staffing resource limitations
Preventive maintenance, as defined in the National Transit Database (NMTD)	Staffing resource limitations
Vehicle rehabilitation; manufacture, or overhaul wheelchair lifts	We purchase new vehicles only
Transit Shelters or other facility improvements	Staffing resource limitations: when federal funds are used, the entire program and land is under federal requirements.
Fixed route equipment such as, but not limited to: fareboxes, destination signs, stop request system (yellow pull cords), transfer cutters.	This program does not fund fixed route equipment. The purpose is to meet the special needs of elderly persons and persons with disabilities.

D. Mobility Management Projects

MAP-21 allows projects considered as "mobility management" eligible as a capital expense under the 5310 Program.

1. The purpose of mobility management is to integrate and coordinate existing public transportation services with other transportation providers in order to increase the availability of transportation services. Such projects may include, but are not limited to: the planning, development, and implementation of coordinated transportation services; integration, coordination and promotional of access to transportation services; operation of transportation brokerages; the provision of travel training and trip planning services; operational planning to acquire IT technologies for coordinated systems; and the development and operation of one-stop transportation call centers.

2. Applicants must provide the following:

- a well-defined operations plan with identified routes, schedules, current/projected ridership, key personnel (attach resumes), and marketing strategies with supporting documentation to accomplish the project.
- an implementation plan that describes project tasks, timeframes, benchmarks, critical milestones, key personnel (attach resumes), deliverables, and estimated completion dates with supporting documentation including:
 1. Project Start and Completion Date
 2. Primary Contact Person Name, Phone Number and Email Address
 3. List the Project Schedule by Months/Year Per Each Task
 4. Project Task Number
 5. List Project Tasks, Activities, Deliverables, and Equipment
 6. Project Team Member Name
 7. Project Team Member Classification or Title
 8. Indicate if Project Team Member is Contractor* and/or Existing Staff
 9. List Number of Project Working Hours (Per Project Task & Per Team Member)
 10. Identify Full Hourly Rate for Project Team Member (Contractor and/or Existing Staff)
 11. Equipment Costs for Each Project Task (If Applicable)
 12. Project Costs for Project Team Members
 13. Cumulative Costs for Project Team and Equipment Costs

***Consultant Services:** Identify what consultant services will be used and describe the bidding process. Contractors must be selected through a competitive selection process per FTA Circular C 4220.1F (November 1, 2008).

3. Both the operations and implementation plans must identify assigned personnel and their qualifications. In addition, applicants must demonstrate their institutional capability to perform the service delivery aspect of the project.

Performance Measures

E. Expanded 5310 Project Performance Measures

The following indicators will be used to measure project effectiveness:

- Increase or enhancements related to geographic coverage, service quality and or service times that impact availability of transportation services for individuals with disabilities as a result of the Expanded 5310 projects implemented in the current reporting year.
- Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc), technology, and vehicles that impact availabilities of transportation services as a result of the Expanded 5310 projects implemented in the current reporting year.
- Actual or estimated number of rides (measured by one-way trips per day) provided for individuals with disabilities as a result of the Expanded 5310 projects implemented in the current reporting year.

Award Amount and Toll Credits/Local Match

F. FFY 2013 and FFY 2014 Combined Grant Award Amount (Federal Funds and Toll Credits).

The San Bernardino Associated Governments (SANBAG) may set award limits based on the number of applications received and the availability of funds.

G. Local Match (Toll Credits):

Expanded 5310 project funds can be used to support up to 80 percent (80/20 match) capital projects, and not more than 50 percent (50/50 match) of projects for operating assistance. For this grant cycle, (FFY 2013 and FFY 2014), Transportation Development Credits (Toll Credits) will provide the minimum local share for eligible expenditures. Toll Credits may be used to fulfill a project's local share requirement. In essence, this means FTA provides 100-percent of the total combined maximum grant award amount. **Toll Credits cannot exceed the local share match percentage.**

FTA calculates a project using toll credits as shown in the example:

Actual cost of project:	\$300,000
Federal Share (80%)	\$240,000
Local Share (20%)	\$ 60,000 (from toll credits)

For more information on Toll Credits, visit the Caltrans DRMT website at:

<http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5311/transittollcreditsrev012611.pdf>.

H. Available Funding

All applicants must indicate the appropriate UZA allotment their project is requesting funding from. UZA assignment is based on the location where the majority of persons served reside.

Thresholds by Category	Western San Bernardino Valley UZA	Eastern San Bernardino Valley UZA	Victor Valley UZA
FY 2013 Funding Available	\$ 363,355	\$ 458,380	\$ 215,545
FY 2014 Funding Available	\$ 349,842	\$ 479,351	\$ 238,691
Two-Year Funding Available Total*	\$ 713,197	\$ 937,731	\$ 454,236
Minimum (55%) for Traditional Projects**	\$ 412,904	\$ 542,897	\$ 262,979
Maximum (40%) for Expanded Projects***	\$ 300,294	\$ 394,834	\$ 191,257
Cities included:	Chino, Chino Hills, Montclair, Upland, Ontario, Rancho Cucamonga	Fontana, Rialto, Loma Linda, Colton, Bloomington, Highland, San Bernardino, Redlands, Yucaipa	Hesperia, Victorville, Apple Valley, Adelanto

*The total award amount is already reduced by the 5% Caltrans fee for admin expenses.

**This 55% is calculated on the full 5310 allocation prior to being reduced by the 5% Caltrans admin fee.

***Given Caltrans is using 5% for admin expenses, 40% is the maximum amount eligible under this category. However, this category may be lowered to 35% should the CTCs chose to use the 5% maximum for planning related purposes.

Project Selection Process

H. Project Selection Process

1. The San Bernardino Associated Governments (SANBAG) will conduct competitive selection process for the large urban area(s) within San Bernardino County. This selection process will be a review and scoring of the Expanded 5310 Project applications before they are forwarded to Caltrans DRMT for final review and administration of grant funds. (Selected projects must still be included in a locally developed coordinated plan and meet the intent of the 5310 grant program.) The RTPA will verify that each applicant meets all the federal requirements of the grant program. The RTPA is the primary contact for the review and selection process prior to submission to Caltrans DRMT.
2. **Mail your application directly to SANBAG. Your application must be received no later than December 5, 2014.**

I. Responsibility of Grant Subrecipient

When any agent other than the subrecipient in the grant application operates vehicles or other equipment, control and responsibility for the operation of the vehicles must remain with the grant subrecipient. The subrecipient agency will remain as the registered owner of the vehicle and will be responsible for program compliance including but not limited to operation oversight, reporting, insurance, maintenance and monitoring until useful life standards are met. Caltrans DRMT must be listed as the lien holder on all approved project vehicles funded through Caltrans Section 5310 grant program. Caltrans will remain the lien holder until the federal interest in the project equipment is less than \$5,000. **Non-compliance to program requirements may result in relinquishment of vehicles and/or equipment to the State.**

Application/Program Timeline

K. Application/Program Timeline

<i>Dates</i>	<i>Activity</i>
October 2014	Grant Application Workshops
November 5, 2014	Call for Projects
December 5, 2014	Applications due to SANBAG
February 2, 2015	Successful applications sent to Caltrans, DRMT
April-May 2015	Completion of State Review, Evaluation, and Draft Prioritized List of Projects
June 2015	Draft Prioritized List of Projects is adopted by CTC
June 2015	Submission of FTA Grant for Approval
September 2015	FTA Grant Approval
October 2015	Successful Applicant Workshops
November 2015	Standard Agreements Written

General Instructions

1. APPLICATIONS DUE to RTPAs

MUST BE RECEIVED BY: December 5, 2014

2. ALL APPLICATIONS ARE DUE TO:

San Bernardino Associated Governments (SANBAG)

Attn: Nancy Strickert
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

MUST BE RECEIVED BY: December 5, 2014

- Applicant must submit to SANBAG **two (2) copies (one original plus one copy)** of the application and **two (2) electronic copies on a CD** (either Microsoft Word or PDF, Including attachments).
- Mark **“ORIGINAL”** on the cover of your application package, which contains the master copy of the requested documentation with original signatures.

Early coordination with your SANBAG representative is encouraged.

- Applications must be complete and final. No amendments or supplements to the application will be accepted.

Note: Application packages with incomplete and/or missing information will not be considered for funding.

6. The application format is provided in a MS Word or pdf format. An electronic version of the application form is at our website.

7. To prepare the application using a “hard copy (without a computer), all documentation should be included in a distinctly labeled second part of your application labeled as the “Appendix.” **Your narrative should mention specific documentation and include a reference to where it can be found in your “Appendix.”** Narrative responses should be complete and concise.

8. Public Record

Section 5310 application materials and attachments are not considered confidential by SANBAG or Caltrans. Therefore, applicants should not include confidential information, such as client names, addresses, specific medical diagnosis, telephone numbers, and times the clients are scheduled to be transported. This kind of information should be redacted from client lists. You should be aware, however, that too little information may not adequately document your client’s needs that are necessary for an application to be properly scored.

County OES Address

San Bernardino County Office of Emergency
Services
1743 W. Miro Way
Rialto, CA 92376
(909) 356-3998
(909) 356-3965 fax
After-Hours Emergency Only Contact Number:
(909) 356-3805

PROJECT SCORING CRITERIA

To receive the maximum points, response to each question **must be completed with clear and concise information** and **contain the required supporting documentation**. Incomplete responses and/or a lack of supporting documentation will result in reduced score(s).

A. Program Goals and Objectives - (20 total points):

- Applicant demonstrates that the project is consistent with the overall Expanded 5310 project goals and objectives, as listed in the program goals on Page 2 of these instructions.
- Applicant demonstrates how project activities directly address transportation gaps and/or barriers identified through the locally developed human services transportation planning process within their communities. (Applicant indicates the section/page number in the Coordinated Plan addressing the gaps and/or barriers).

B. Project Implementation Plan - (30 points):

- Applicant provides a well-defined operations plan with defined routes, schedules, current/projected ridership, key personnel, and marketing strategies with supporting documentation for carrying out the project. For Capital projects, applicant provides an implementation plan that includes project tasks, timeframes, benchmarks, key milestones, key personnel, deliverables and estimated completion date with supporting documentation. Describe type of equipment you are interested in purchasing and identify the components. Discuss how the requested ancillary equipment will be used to support the transportation program. Discuss any expected improvements in service delivery or coordination and any reduction in the cost to provide service. If computer equipment is being requested, also describe current method of collecting and tracking information. Both the operations and implementation plans must identify key personnel assigned to this project and their qualifications, including resumes and certifications as supporting documentation. Applicants must demonstrate their institutional capability to carry out the service delivery aspect of the project.

C. Program Performance Indicators - (20 points):

- Applicant identifies clear measurable outcome-based performance measures and indicators to track the effectiveness of the project as described in Page 6 of these instructions. Applicant states the number of persons to be served, trip purpose(s), and the number of trips. Additional measurable units of service can also be used. Applicant must describe the outcome (impact) that the project will have on seniors and individuals with disabilities.
- Applicant describes a process that details the ongoing monitoring and evaluation of the project or service, including methodologies and desired outcomes based upon the performance objectives identified.

D. Communication and Outreach - (20 total points):

- Stakeholder list should include, but not be limited to, Health and Human Services Agencies, public/private sector, non-profit agencies, transportation providers, and members of the public representing seniors and individuals with disabilities. Applicants will be evaluated based on their ability to coordinate with other community transportation and/or social service resources.
- Applicants must keep stakeholders involved and informed of project activities throughout the project timeline. Applicant must also describe how they would promote public awareness of the project. Three (3) letters of support from stakeholders must be attached to the grant application. (One of the three support letters may come from a client of the proposed project.)

E. Emergency Planning and Preparedness - (10 total points):

- Applicant describes emergency planning and drill activities. Provide proof your agency is included in the response plan with the County Office of Emergency Services. Indicate the drill(s) you have participated in or are scheduled to participate in.



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



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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: 17

Date: November 5, 2014

Subject:

Reappointment to Valley Transportation Services (VTrans)

Recommendation:

Approve the reappointment of Mayor Ray Musser, City of Upland, to the Valley Transportation Services (VTrans) Board of Directors with a term ending September 2017.

Background:

The SANBAG Board of Directors, as the County Transportation Authority, is authorized to appoint three members representing the Valley Region to VTrans. VTrans is a non-profit organization created and designated by SANBAG to be the Consolidated Transportation Services Agency in the Valley portion of the County. As such, VTrans is eligible to receive 2% of Measure I Senior/Disabled Transportation funds collected in the Valley and use those funds for transportation programs serving those communities.

It is recommended that the Board of Directors reappoint Mayor Ray Musser, City of Upland to the VTrans Board of Directors with a term expiring September 30, 2017.

Financial Impact:

This item is consistent with the adopted SANBAG budget.

Reviewed By:

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

Responsible Staff:

Duane Baker, Director of Management Services

Minute Action

AGENDA ITEM: 18

Date: November 5, 2014

Subject:

Reappointment of Independent Taxpayer Oversight Committee Members

Recommendation:

Reappoint Norman Orfall, Craig Scott, and Larry Sharp to the Independent Taxpayer Oversight Committee (ITOC) for a term ending December 31, 2018.

Background:

When the voters approved Measure I, there was a specific provision that required the formation of an Independent Taxpayer Oversight Committee (ITOC).

On October 6, 2010, the Board of Directors appointed the initial five members of the ITOC. The Measure I Ordinance specified that ITOC members would have staggered four-year terms. The initial terms for Norman Orfall, Craig Scott, and Larry Sharp will be expiring. Below is a brief background description of these three ITOC Members:

1. Norman Orfall

He is currently retired. Prior to his retirement he had 22 years of experience in train operations working for BNSF railroad and several years as an independent business owner in Barstow. He has a degree in transportation management and previously served as an elected Board Member with the Barstow Fire Protection District. He is a resident of Helendale.

2. Craig Scott

He is currently employed as a Principal Transportation Specialist with AAA. Prior to his work with AAA he worked for SANDAG where he was involved in their ITOC and the management of their half-cent transportation sales tax program (TransNet). He is a resident of El Cajon.

3. Larry Sharp

He recently retired as the Vice President for University Advancement at Cal State San Bernardino. Prior to this he was the CEO of Arrowhead Credit Union and has 45 years of experience in the financial services profession. He served as the co-chair for the Measure I ballot measure and is a past Chairman of Inland Action and the Inland Empire Economic Partnership. He is a resident of Redlands.

It is recommended that Norman Orfall, Craig Scott and Larry Sharp be re-appointed for a four-year term ending December 31, 2018. It would be beneficial if the experience of these three, in the reviewing of Measure I, continue to be applied to subsequent years.

Financial Impact:

This item is consistent with the adopted SANBAG budget.

Reviewed By:

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

Responsible Staff:

Duane Baker, Director of Management Services

Entity: CTA

Minute Action

AGENDA ITEM: 19

Date: November 5, 2014

Subject:

Award Construction Contract No. C14164 for Interstate 10 Tiptecanoe Avenue Interchange Phase II Project

Recommendation:

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

A. Award Contract No. C14164 to Sully-Miller Contracting Company for construction of the Interstate 10 Tiptecanoe Avenue Interchange Phase II Project in the amount of \$11,878,718.68.

B. Approve Allowances/Contingency on the Interstate 10 Tiptecanoe Avenue Interchange Phase II construction totaling \$2,015,414.87.

Background:

This item provides for award of a new construction contract based on the competitive low bid process. This item allows for award of the construction contract for the second phase of I-10 Tiptecanoe Avenue Interchange Project. This phase will widen Tiptecanoe Avenue from the Anderson/Court Street intersection to the south and Tiptecanoe/Hospitality Lane intersection to the north; widen Redlands Boulevard from 400 feet west to 500 feet east of Anderson Street; construct a new westbound loop on-ramp and a new westbound off-ramp; and widen the westbound overpass structure on Interstate 10 (I-10).

A history of the Board actions related the funding of the I-10 Tiptecanoe Avenue Interchange Project is provided in Attachment A. Below is a summary of the actions taken leading to staff recommendations to award contract C14164.

On April 10, 2010, San Bernardino Associated Governments (SANBAG) Board approved Cooperative Agreement R10200 with the City of Loma Linda, the City of San Bernardino, and Inland Valley Development Agency (IVDA) for Right of Way and Construction Phases for the I-10 Tiptecanoe Avenue Interchange Project. Per this agreement SANBAG would advertise, award and administer the construction project and be responsible for 65.4% of the cost while the local agencies would be responsible for the remaining 34.6% of construction capital and support costs. The local agency shared cost would be divided equally between the City of Loma Linda, the City of San Bernardino and IVDA. In June 2014 Amendment No. 1 to R10200 was approved by the Board. This amendment among other matters revised the contract value and revised the amount of federal and state buy down funds.

In July 2011, the SANBAG Board approved a strategy to expedite delivery of the I-10/Tiptecanoe Interchange project by separating the Project into two construction contracts that would be Advertised, Awarded, and Administered (AAA) by SANBAG in two phases. The

Entity: CTC

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Phase 1 construction project was all within existing right-of-way which had the benefit of allowing this phase to proceed to construction early, delivering some congestion relief and taking advantage of the then current low bid environment. Phase I was completed in February 2014 and is currently in the one-year plant establishment period.

On October 2, 2013, the Board of Directors acting in its capacity as the San Bernardino County Transportation Commission approved the Plans, Specifications, and Estimate (PS&E) and authorized advertising the Invitation for Bids for construction of the I-10 Tippecanoe Avenue Phase II Interchange Project, and taking award of the construction contract directly to the Board without prior Metro Valley Study Session review.

On March 13, 2014, the Executive Director approved and executed (authority delegation per Policy 11000) Cooperative Agreement C14051 with Caltrans. Per this agreement SANBAG would compensate Caltrans for all costs associated with approval of asphalt mix designs up to \$50,000.00 and authorized SANBAG to advertise, award and administer the construction of the I-10 Tippecanoe Avenue Interchange Phase II Project.

On August 25, 2014, SANBAG received federal authorization to proceed with advertising and construction of the Phase II project.

On August 29, 2014, SANBAG issued the Invitation for Bids (IFB) for contract C14164 for the construction of the I-10/ Tippecanoe Avenue Phase II Project.

Recommendations A and B:

On October 7, 2014, bids were opened for the I-10/Tippecanoe Avenue Phase II Interchange Project. The engineer's construction cost estimate is \$12.6 million. With supplemental items, agency furnished items, and contingency, the total project is estimated at \$15.5 million.

SANBAG received nine (9) bids from contractors whose bid form amounts on their face ranged from \$11,878,718.68 to a high of \$13,272,379.00. At the bid opening, Sully-Miller Contracting Company ("Sully-Miller") was identified as the lowest bidder at \$11,878,718.68 followed by Riverside Construction Company, Inc. ("Riverside") at \$11,990,353.90 and Powell Constructors, Inc. ("Powell") at \$11,996,354.30. All bids were reviewed by staff for discrepancies and compliance with the Invitation for Bids (IFB) requirements.

Based on the review, the Sully-Miller bid for \$11,878,718.68 was found to be the bid day apparent lowest responsive bidder (Exhibit A).

Per federal requirements a Disadvantaged Business Enterprise (DBE) goal of 9.8% was set for this project. Per bid requirements, the three apparent lowest bidders are to provide within four business days DBE Good Faith Efforts (GFE) documentation to support their DBE outreach efforts and bid day commitment. On October 13, 2014, Staff received DBE Good Faith Efforts (GFE) documentation from Sully-Miller, Riverside and Powell. SANBAG Staff and our on-call DBE compliance consultant reviewed the GFE documentation. The GFE documentation provided by Sully-Miller was determined to be adequate as defined by Federal requirements and the IFB. Sully-Miller's DBE contribution for this project is 14.5%.

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Staff is recommending that Contract No. C14164 for the I-10/Tippecanoe Phase II Interchange Project be awarded to Sully-Miller in the amount of \$11,878,718.68.

Staff is also recommending approval of Allowances/Contingency for Contract No. C14164, I-10/Tippecanoe Phase II Interchange Project, consisting of supplemental items, agency furnished materials, and contingency, for a total amount of \$2,015,414.87 (See Exhibit B). With the addition of Allowances/Contingency the total construction cost is \$13,894,133.55, which is within the estimate included in the Ten-Year Delivery Plan.

The funding for the construction phase is provided per Cooperative Agreement No. C14051 and Cooperative Agreement No. R10200. Funding includes federal, state, and Measure I funds. There is no local agency contribution to this phase of the project as all the local funds were utilized on other phases.

Financial Impact:

Funding for the contract is provided under Task No. 0842.

Reviewed By:

Approval was given to take the award of Contract No. C14164 directly to the SANBAG Board without prior Metro Valley Study Session review on October 2, 2013. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

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. C 14164 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Sully-Miller Contracting Co.

Contract Description 110 Tippecanoe Avenue Interchange Phase II Construction Contract

Board of Director's Meeting Date: 11/05/14
Overview of BOD Action: Award Construction Contract C14164 and Establish Allowance/Contingency of \$1,583,771.87. Allowance for agency furnished materials totaling \$431,643.00 will be managed under separate administrative contract.
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	11,878,718.68	Original Contingency Amount	\$	1,583,771.87
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	\$	11,878,718.68	TOTAL CONTINGENCY VALUE	\$	1,583,771.87
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 13,462,490.55

Contract Start Date 11/5/14	Current Contract Expiration Date 12/31/19	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>0842</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? <i>Demo, TCIF and MSI Valley Fund – Fwy Interchange</i>					
<input checked="" type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i> <i>Demo, TCIF and MSI Valley Fund – Fwy Interchange</i>					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Retention? If yes, indicate % <u>5</u> .	
<input checked="" type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal <u>9.8</u> %	

Mike Barnum	Signature	Date
Project Manager (Print Name)	Signature	Date
Garry Coho	Signature	Date
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	Signature	Date
Procurement Manager (Print Name)	Signature	Date
Bill Stawarski	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

Attachment: CCS C14164 - I 10 Tippecanoe Ave Phase II [Revision 7] (1370 : Award I-10 Tippecanoe Phase II Construction Contract)

Exhibit A

SAN BERNARDINO ASSOCIATED GOVERNMENTS

I-10 Tippecanoe Avenue Interchange Phase II Project

Contract C14164

Bid Opening: October 7, 2014 at 2:00 p.m.

#	Bidder	Final Bid Amount
1	Sully-Miller Contracting Co.	\$11,878,718.68
2	Riverside Construction Company, Inc	\$11,990,353.90
3	Powell Constructors, Inc.	\$11,996,354.30
4	Granite Construction Company	\$12,249,645.00
5	Griffith Company	\$12,325,019.02
6	Mamco Inc.	\$12,400,000.00
7	Security Paving Company, Inc.	\$12,418,849.50
8	USS Cal Builders	\$12,613,254.10
9	MCM Construction, Inc.	\$13,272,379.00

Attachment: C14164 - Exhibit A (1370 : Award I-10 Tippecanoe Phase II Construction Contract)

Exhibit B

Item	Item Description	Amount
SUPPLEMENTAL WORK		
1	Federal Trainee Program	\$ 6,400.00
2	Maintain Traffic	\$ 50,000.00
3	Disposal of Removed Plant Material (NP)	\$ 500.00
4	Repair Existing Irrigation System (NP)	\$ 1,000.00
5	Water Pollution Control Maintenance Sharing	\$ 19,400.00
6	Additional Water Pollution Control	\$ 50,000.00
7	Partnering	\$ 35,000.00
8	Payment Adjustments for Price Index Fluctuations	\$ 65,000.00
9	Maintain Existing and Temporary Electrical Systems	\$ 100,000.00
10	Incentive for Hot Mix Asphalt QA/QC	\$ 50,000.00
11	Remove Debris from Conduit (NP)	\$ 800.00
12	Additional Planting (NP)	\$ 800.00
13	Damage Repair (NP)	\$ 2,000.00
14	Disputes Review Board	\$ 15,000.00
	SUBTOTAL (1)	\$ 395,900.00
AGENCY FURNISHED		
1	Freeway Service Patrol (NP)	\$ 78,200.00
2	COZEEP Contract	\$ 49,443.00
3	Transportation Management Plan	\$ 120,000.00
4	Survey Marker Disks	\$ 4,000.00
5	Model 170 and 2070 Controller Assembly	\$ 30,000.00
6	Electrical Services	\$ 100,000.00
7	Battery Backup System	\$ 50,000.00
	SUBTOTAL (2)	\$ 431,643.00
CONTINGENCIES		
	10% of Construction Contract	\$ 1,187,871.87
	SUBTOTAL (3)	\$ 1,187,871.87
TOTAL ALLOWANCES & CONTINGENCIES		\$ 2,015,414.87
SUMMARY		
1	Construction Contract C14164	\$ 11,878,718.68
2	Supplemental Work Items	\$ 395,900.00
3	Agency Furnished	\$ 431,643.00
4	Contingency (10%)	\$ 1,187,871.87
	TOTAL	\$ 13,894,133.55

Attachment: C14164 - Exhibit B (1370 : Award I-10 Tippecanoe Phase II Construction Contract)

Minute Action

AGENDA ITEM: 20

Date: November 5, 2014

Subject:

Development and Implementation of a SANBAG County-Wide Vanpool Program

Recommendation:

- A. Approve development and implementation of a San Bernardino Associated Governments (SANBAG) Vanpool Program.
- B. Approve an allocation for FY 2014/2015 thru FY 2017/2018 in the amount of \$4,000,000 in Federal Congestion Mitigation Air Quality funds.
- C. Approve a revenue and expense budget amendment to the SANBAG FY 2014/2015 Budget to add a new task 0383 Vanpool Program in the amount of \$642,000 in Federal Congestion Mitigation Air Quality funds.

Background:

Based on the success of the San Bernardino Regional Vanpool Program – Victor Valley Phase developed by SANBAG and VVTA, SANBAG has studied opportunities to expand the program countywide. Based on this analysis, significant benefits exist in creating a vanpool program throughout San Bernardino County and possibly, in partnership with Riverside County Transportation Commission, into Riverside County.

The Federal Transportation Administration (FTA) considers vanpool a public transportation mode when a vanpool is subsidized on an ongoing basis and meets certain FTA public transit requirements. As a public transportation mode, FTA requires the reporting of vanpool ridership data into the National Transit Database (NTD), similar to other public transit modes. The San Diego Association of Governments (SANDAG), Orange County Transportation Authority (OCTA) and Los Angeles County Metropolitan Transportation Authority (LACMTA) all have vanpool programs.

SANDAG began their vanpool program in 1996 with LACMTA and OCTA starting their programs in 2007. All three agencies have realized a minimum \$2 return of FTA Section 5307 Urbanized Area Formula Program funding for every \$1 invested. Some programs nationwide have claimed up to a \$3 return in funding. FTA Section 5307 funding is returned to the agency approximately two years after submitting annual data into the NTD. FTA Section 5307 funding may be used on eligible capital programs and expenses (such as vanpool subsidies, bus purchases, facilities, security, and computer hardware/software), as well as mobility management, planning, engineering design and evaluation of transit projects, and other technical transportation-related studies.

Entity: CTC

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In October 2011, Victor Valley Transit Authority (VVTA) in partnership with SANBAG was awarded a \$1.491 million dollar grant from the FTA 5309 – Bus Livability Program for the San Bernardino Regional Vanpool Program – Victor Valley Phase. The vanpool program – Victor Valley phase projected a project cost in the amount of \$1.864 million. As part of the approved grant, a 20% match was required in the amount of \$372,800 which was provided by SANBAG using Measure I, Project Development and Traffic Management Systems, Victor Valley and North Desert (Barstow) area funds. In addition, SANBAG also provided an additional \$371,512 to cover the VVTA administrative costs for the three-year period of the grant, which was not included as part of the grant award. The intent of the FTA grant, as well as the SANBAG contribution, was to jump-start the program at no expense to VVTA. Once the FTA Section 5307 funds are returned to VVTA, they would then be able to sustain the on-going program with this new revenue source without further SANBAG or the companion FTA 5309 support.

SANBAG in conjunction with VVTA designed the vanpool program to replicate programs offered by other transportation authorities such as LACMTA, OCTA and SANDAG. The authority provides up to \$400 a month directly to the vanpool leasing company to reduce the vanpool lease costs. In return the vanpools follow agency guidelines and provide monthly reporting. The FTA 5309 Bus Livability grant provided funding for a subsidy for Vanpool Leases (\$1.734m) and Asset Management (\$130K), the latter category also funded the development of a web-based system for program administration. The Victor Valley Vanpool Program became active in September 2012 and by March 2014 the program had 139 net active vanpools. Of these vanpools the average occupancy was 80% and the participants traveled roughly 300,000 miles with a total of 37,000 passengers. (Note: one passenger-trip is counted for each passenger and driver as they traveled to a destination and then another passenger-trip for the return). As of March 2014, the farebox recovery was 74%. It is important to note that most bus transit agencies have a farebox recovery of 10%-20%.

Vanpools remain one of the few transit alternatives that generate additional revenue to an agency. Vanpools are a low-cost commute alternative with a high average one-way commute trip (30 to 50 miles). Given that most vanpool passengers are former single occupant vehicle travelers, vanpools result in significant regional benefits, some of which include a reduction in freeway traffic, improved air quality, and less stress on the commuter.

Based on the success of the vanpool program as developed by SANBAG and VVTA, SANBAG conducted a study to determine if there were opportunities to expand the program countywide. This effort is being performed as part of the San Bernardino County Transit Efficiency Study (Efficiency Study) using one of SANBAG's on-call transit and rail consultants.

Study Recommendations

The initial results concluded that the current vanpool inventory, (see Attachment A), in the rest of the county is quite promising to begin an ongoing vanpool subsidy program. Along with aggressive outreach and marketing, the slowly improving economic climate, the initial market will only grow.

Riverside County Transportation Commission (RCTC) does not have an existing vanpool program. The vanpool inventory analysis concluded that RCTC has enough vans to provide vanpool subsidies and potentially start a joint vanpool program with SANBAG. As a result, SANBAG staff met with RCTC staff to identify whether there was an interest in a joint program.

Since the analysis, RCTC has expressed significant interest in joining the SANBAG vanpool program. Discussions included a program partnership in funding an ongoing vanpool subsidy program for Riverside County residents. Conversations with RCTC regarding implementation suggest SANBAG would operate the program much like RCTC operates the IE511 for SANBAG, and how SANBAG operates the call box call-answering center for RCTC. Both agencies have partnered across county lines for various long term programs. RCTC has expressed an interest in starting a vanpool program to take effect six to twelve months after SANBAG implements its own expanded program. SANBAG would then absorb the administrative costs and ask RCTC to reimburse their share. This partnership would result in reducing overall administrative costs for the on-going program. This model could be used should any other agencies request SANBAG administer the program on their behalf.

Funding Requirements

Staff has projected that for the first nine to twelve months of program development, along with the first three fiscal years of implementation, these expenses are eligible to be funded through Congestion Mitigation and Air Quality (CMAQ) funding. These estimated costs as shown in (Attachment B) will not exceed \$4 million and include costs for vanpool subsidies, asset management development, and program set-up and administration costs. The Board has adopted a policy for the Valley subarea that prioritizes and restricts the use of CMAQ funds for the following in priority order:

- 1) Previously approved regional programs such as rideshare, freeway service patrol, and signal synchronization;
- 2) Transit capital and start-up operating expenses; and
- 3) Valley Freeway Program high occupancy vehicle (HOV) facilities.

It should be noted that the Board has not adopted a policy for use of CMAQ funds in the Mountain/Desert subareas but does provide ongoing annual allocations to those transit operators and for the rideshare program. In the Valley, SANBAG is currently using CMAQ funds for rideshare programs, signal synchronization, transit operator allocations, and Downtown San Bernardino Passenger Rail construction. In addition, through the Ten-Year Delivery Plan, SANBAG has reserved over \$178 million for Redlands Passenger Rail construction, the I-10 Corridor Project express or HOV lanes, and, if express lanes is the selected alternative in the I-10 corridor study, the I-15 Express Lane project.

Beyond these on-going commitments and capital projects, the Ten-Year Delivery Plan did not project excess CMAQ capacity for all of San Bernardino County for new project allocations until after 2022. However, annual CMAQ apportionments have come in about \$3 million higher than projected for the last two fiscal years, so there is a small amount of uncommitted CMAQ available that the Board may allocate to the proposed vanpool program. Of course it is important to remember that this increased apportionment is only “excess” if the Federal government

continues to fund the CMAQ program at historic levels in the passage of the next transportation authorization legislation.

It is also important to understand that this is in contrast to the recent action by the Board to seek opportunities to loan CMAQ funds to other areas of the State and to San Bernardino County jurisdictions. To reserve the significant amount of funding needed for the future capital projects, SANBAG must accumulate multiple years of apportionment. Staff has projected that in 2016, before these planned projects are able to start using these reserved funds, there is about \$16 million in CMAQ apportionments that could expire. Loans of CMAQ funds allow other agencies to use these expiring balances and to replenish our account with newer funds when we are ready to use them. An important distinction to make is that these loans that we are arranging are concerning funds that have already been committed to future projects, not excess revenue that is available for new projects.

Considerations for use of the approximately \$6 million in excess apportionment are as follows:

- 1) Valley Subarea - Both the Valley Freeway and the Valley Metrolink/Rail Programs, which are eligible recipients of CMAQ funding, require bonding to deliver the projects planned over the next ten years; therefore, the Board could choose to dedicate revenue beyond that projected in the Ten-Year Delivery Plan to reducing bond needs before allocating to new projects.
- 2) Mountain/Desert Subareas - Although transit operators in the Mountain/Desert subareas receive on-going annual allocations of CMAQ funds, some of these subareas have not received their equitable share of CMAQ funding in the recent past and are not projected to over the next ten years because of the significant need for the capital programs in the Valley subarea. Currently this is to be remedied by increased allocations after the large capital projects in 2022, but the Board could instead allow for allocations to projects in those subareas when revenue beyond that projected in the Ten-Year Delivery Plan becomes available to advance the flow of funds to those subareas.

The proposed vanpool program is unique in that it has the ability to generate excess revenue for SANBAG. It is anticipated that by the third year of implementation, the FTA Section 5307 funding returned to the program will be more than sufficient to sustain it on an on-going basis; based on the assumption that the first year of implementation will be returned at a rate of \$2 in funding generated for every \$1 invested into the program in year one. The Section 5307 funding generated may be used for on-going subsidies, staff administration, asset management and contract assistance. SANBAG may choose to “swap” the remaining FTA Section 5307 funding for local funds (either internally or with a partner agency) to help fund the remainder of the on-going program. Each year the excess FTA Section 5307 funds generated could be utilized on other SANBAG transit/rail programs within the urbanized area. Because of this unique feature, staff recommends the allocation of CMAQ funds to develop this program. SANBAG has options in the future to recover this allocation of CMAQ funds by either offsetting future CMAQ allocations to transit operators with the excess revenue generated or requesting RCTC to transfer CMAQ funds to SANBAG as their contribution to the program if they decide to join.

Staffing Requirements

To properly administer, report, and provide fiscally sound oversight of an expanded vanpool program, there is a need for dedicated staff and/or consultants to work on this program. These labor requirements will be in greater demand during the first two fiscal years of development, testing, implementation and fine-tuning of the program. The Study recommends that SANBAG consider providing administrative support through a new mid-management level SANBAG employee. This option is recommended for the following reasons and costs associated to the dedicated staff and consultants (see Attachment B).

- An in-house staff is more cost-effective and will save SANBAG funding resources in the long run;
- SANBAG will retain all development, database and programmatic knowledge of an on-going program that has a track record of growth (not decline);
- The funding, reporting and tracking requirements are complex and it is in SANBAG's best interest to maintain control over these functions as well as utilize in-house finance, programming, and legal staff along with vanpool staff to address these complexities;
- There is a learning curve to administering this program and even though consultants or other public agencies may possess some of that knowledge, because of the ongoing nature of this program it is in SANBAG's best interest to develop and retain that knowledge in-house; and
- There are no indications of changes to the arduous federal reporting and funding requirements, which are best addressed within SANBAG.

Research is still being conducted to determine what the best staffing is at this beginning point of the program. Staff is looking to determine if hiring a consultant would be more prudent at this time. This option would still require a SANBAG staff person to manage the consultant.

FTA allows for a dedicated staff person to charge 100% of their time to a capital project; however, SANBAG has projected that this additional staff person would manage the Vanpool program 80% - 90% of their time. SANBAG will use local funds as a match to other activities outside of Vanpool. The Transit and Rail Department has created a draft scope for this new position, which includes support of all other activities in the Department. Vanpool programs in the region provide one full time equivalent (FTE) in-house staff person for every 150 vanpools. This one FTE can easily handle up to 400 vanpools. As the program grows and SANBAG gains sufficient in-house expertise, SANBAG may consider contracting out certain functions, such as out-sourcing customer service, reviewing and clarifying leasing vendor application input, and reviewing and approving applications, as well as minor database maintenance.

It must be noted that this vanpool expansion presents complexities that do not exist in many of the other vanpool region-wide programs. Based on the inventory of current vanpools, vanpools could travel through eight separate federally designated urbanized areas (UZAs) and/or non-urbanized areas. It is critical that SANBAG properly document and track each vanpool travel pattern, as this is an NTD reporting requirement. In addition, vanpools that travel through non-urbanized areas will be tracked and reported separately from those that travel within an UZA. The resulting FTA Section 5307 and 5311 funding will need to be divided up and apportioned

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based on the area that generated the revenue. Because of the interregional nature of the program and the NTD complexities, SANBAG is in a good position to administer the program based on past experience with similar complex funding and implementation of interregional programs. It should be noted that SANBAG has been approached by outside agencies to administer the program on behalf of SANBAG, but due to the complexities of the program and the urbanized area reporting as described above, it was determined this would not be in the best interest of SANBAG.

Also, with the possibility of RCTC and other agencies joining the program at a future date, the on-line system that SANBAG will develop must be capable of separately administering multiple tenants. Due to the funding and reporting intricacies of an expanded vanpool program, as well as the potential future partnerships with RCTC to share administration, it is recommended that SANBAG administer this expanded program just like county-wide vanpool programs are administered in other counties (OCTA, LACMTA, SANDAG, etc.).

Financial Impact:

The current development of a SANBAG vanpool program is inconsistent with the Fiscal Year 2014/2015 Budget. Staff is recommending approval for the implementation plan and a budget amendment to support the plan.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on October 8, 2014.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs

Attachement A

San Bernardino County Vanpool Projections

(does not include vans that terminate in greater Victor Valley area)

3 Yr CMAQ	SANBAG Vans		
	Month New	Total	
July-15	38	38	FY 1516
August-15	38	75	
September-15	4	79	
October-15	4	83	
November-15	5	88	
December-15	5	93	
January-16	5	98	
February-16	5	103	
March-16	6	109	
April-16	6	115	
May-16	6	121	
June-16	7	128	
July-16	3	131	FY 1617
August-16	3	134	
September-16	3	137	
October-16	3	140	
November-16	3	143	
December-16	3	146	
January-17	3	149	
February-17	3	152	
March-17	4	156	
April-17	4	160	
May-17	4	164	
June-17	4	168	
July-17	4	172	FY 1718
August-17	4	176	
September-17	4	180	
October-17	4	184	
November-17	4	188	
December-17	4	192	
January-18	4	196	
February-18	4	200	
March-18	4	204	
April-18	5	209	
May-18	5	214	
June-18	5	219	

3 Yr Post	SANBAG Vans		
	Month New	Total	
July-18	5	224	FY 1819
August-18	5	229	
September-18	5	234	
October-18	5	239	
November-18	5	244	
December-18	5	249	
January-19	5	254	
February-19	6	260	
March-19	6	266	
April-19	6	272	
May-19	6	278	
June-19	6	284	
July-19	6	290	FY 1920
August-19	6	296	
September-19	6	302	
October-19	7	309	
November-19	7	316	
December-19	7	323	
January-20	7	330	
February-20	7	337	
March-20	7	344	
April-20	7	351	
May-20	8	359	
June-20	8	367	
July-20	8	375	FY 2021
August-20	8	383	
September-20	8	391	
October-20	8	399	
November-20	8	407	
December-20	9	416	
January-21	9	425	
February-21	9	434	
March-21	9	443	
April-21	9	452	
May-21	10	462	
June-21	9	471	

Attachment: Attachment A (1377 : SANBAG County-Wide Vanpool Program)

Attachment B SANBAG Vanpool Expansion Phase II

Vanpools	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
# Vanpools by FY-End	N/A	128	168	219	284	367	471
% Growth	N/A	N/A	31%	30%	30%	29%	28%

Assumes 2% month to month growth beyond FY 15-16

Expense by Cost Center	FY 14/15	FY 15/16	FY 16/17	FY 17/18	3-Yr Total	FY 18/19	FY 19/20	FY 20/21	3-Yr Total	6-Yr Total
Vanpool Lease		\$ 551,800	\$ 712,000	\$ 933,600	\$ 2,197,400	\$ 1,213,200	\$ 1,569,600	\$ 2,023,296	\$ 4,806,096	\$ 7,003,496
Asset Management	\$ 200,000	\$ 28,000	\$ 28,000	\$ 63,000	\$ 119,000	\$ 28,000	\$ 28,000	\$ 63,000	\$ 119,000	\$ 238,000
In House Staff (1.15 FTE)	\$ 258,750	\$ 247,500	\$ 247,500	\$ 247,500	\$ 742,500	\$ 247,500	\$ 247,500	\$ 247,500	\$ 742,500	\$ 1,485,000
Consultants	\$ 75,000	\$ 75,000	\$ 30,000	\$ 30,000	\$ 135,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 90,000	\$ 225,000
Marketing	\$ 100,000	\$ 50,000	\$ 40,000	\$ 40,000	\$ 130,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 120,000	\$ 250,000
Other	\$ 7,500	\$ 10,000	\$ 11,000	\$ 12,100	\$ 33,100	\$ 13,310	\$ 36,410	\$ 14,641	\$ 64,361	\$ 97,461
Total	\$ 641,250	\$ 962,300	\$ 1,068,500	\$ 1,326,200	\$ 3,357,000	\$ 1,572,010	\$ 1,951,510	\$ 2,418,437	\$ 5,941,957	\$ 9,298,957

Fund Source	FY 14/15	FY 15/16	FY 16/17	FY 17/18	3-Yr Total	FY 18/19	FY 19/20	FY 20/21	3-Yr Total	6-Yr Total
CMAQ	\$ 641,250	\$ 962,300	\$ 1,068,500	\$ 1,326,200	\$ 3,357,000				\$ -	\$ 3,357,000
FTA Section 5307					\$ -	\$ 1,732,140	\$ 1,923,300	\$ 2,387,160	\$ 6,042,600	\$ 6,042,600
FTA Section 5311					\$ -	\$ 192,460	\$ 213,700	\$ 265,240	\$ 671,400	\$ 671,400
Total	\$ 641,250	\$ 962,300	\$ 1,068,500	\$ 1,326,200	\$ 3,357,000	\$ 1,924,600	\$ 2,137,000	\$ 2,652,400	\$ 6,714,000	\$ 10,071,000
Excess Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 352,590	\$ 185,490	\$ 233,963	\$ 772,043	\$ 772,043

Comments: Expense by Cost Center

- ***Vanpool lease:** based on \$400 per vanpool per month which is paid directly to vanpool leasing vendors. Added a \$100K vanpool lease contingency in Yr 1 that should be carried over for future years if needed.
- ***Asset Management:** In FY14-15, procure for online system, develop, test, activate; plus incremental cost to install TransTrack vanpool module, modules and reporting into the NTD. Yr 2 and beyond: maintenance/hosting of both systems and minor upgrades; every 3 years budgeted an additional \$35K in enhancements. Assumes transit program will pay for basic/standard TransTrack module and these are incremental costs for vanpool module.
- ***In House Staff:** Assumes position hired at an Analyst level plus .15 FTE for backup and other in house assistance (legal, procurement).
- ***Consultants:** Consultants at 500 hours for FYs 14-15 and 15-16 , and then 200 hours in subsequent years.
- ***Marketing:** FY 14-15 includes development of a marketing plan, materials design, logo, website changes, kick off event. Subsequent FYs includes further implementation of plan including direct advertising and minor materials adjustments. Does not include expenses by IECS to market to employers.
- ***Other:** Misc costs, misc printing, materials, advertisements for RFPs; increases slightly in future years for unknowns.

Comments: Fund Source

- ***FTA Section 5307:** Assume FTA Section 5307 in FY 18-19 is based on 2X total program costs in FY 15-16.
- *Section 5307 is 90% of projected 2X allocation, Section 5311 is 10% of projected 2X allocation.

Attachment: Attachment B (1377 : SANBAG County-Wide Vanpool Program)

Minute Action

AGENDA ITEM: 21

Date: November 5, 2014

Subject:

Burlington Northern Santa Fe (BNSF) License Agreement for the installation of railroad communication conduits required for the Downtown San Bernardino Passenger Rail Project

Recommendation:

A. That the Board, acting as the San Bernardino County Transportation Commission, authorize the Executive Director or his designee to execute a License Agreement (Agreement No. 15-1001108) with Burlington Northern Santa Fe (BNSF) for the installation of communication conduits along the Shortway subdivision railroad right-of-way.

B. That the San Bernardino County Transportation Commission authorize the Executive Director or his Designee to approve payment of the annual license fee of \$390,144 to BNSF in the event SANBAG does not have ownership and possession of the Shortway within one-year of executing the License Agreement, for the first such payment only. Any subsequent payments would require Board approval.

Background:

On October 1, 2014, the Board of Directors approved a no-fee License Agreement (Agreement No. 15-1001108) with BNSF for the installation of communication conduits along the Shortway subdivision railroad right-of-way, subject to negotiations and changes by General Counsel. After the Board's action, BNSF modified the License Agreement to waive the permit fees for the first year, but will require license fees of \$390,144 payable annually thereafter, which shall increase 3% annually during the term of the license, rather than to issue a no-fee license agreement.

On September 3, 2014, the Board of Directors approved the agreement for the purchase of the Shortway from BNSF. To date, BNSF has not executed the purchase and sale agreement, but is expected to shortly. The Shortway is an approximate two-mile section of railroad track that runs from the Mt. Vernon overpass, east of the San Bernardino Santa Fe Depot (Depot) southerly to Laurel Street and serves the Metrolink Eastern Maintenance Facility (EMF) as well as Metrolink trains running to and from Orange County. Once BNSF executes the agreement, SANBAG will undertake the process of completing the required review period per the term of the agreement which should take about two months. However, for the Downtown San Bernardino Passenger Rail Project (DSBPRP) certain signaling and communication infrastructure is needed on the Shortway to connect the Depot to the EMF. When BNSF has executed the agreement, the review period has been satisfactorily completed, and escrow has closed, SANBAG will become both the licensee and the legal owner of the Shortway. In the interim SANBAG's DSBPRP contractor needs to install the necessary DSBPRP signaling and communication infrastructure in the Shortway, creating the need for SANBAG to obtain a license from BNSF to install such infrastructure. This license agreement is similar to the one SANBAG issues. As a result, BNSF has agreed to grant the license and waive the fees for the first year.

Entity: CTA, CTC

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Financial Impact:

This item has no direct impact on the FY 14/15 adopted budget. SANBAG is in the process of purchasing the right-of-way and in the interim BNSF has agreed to waive the license agreement fee for the first year.

Reviewed By:

A no-fee version of the License Agreement was approved by the Board on October 1, 2014. This item has not received prior policy committee or technical advisory committee review. This item and the revised agreement have been reviewed by General Counsel.

Responsible Staff:

Mitch Alderman, Director of Transit and Rail Programs



CONTRACT SUMMARY SHEET

Contract No. C 15-1001108 Amendment No. _____

By and Between

San Bernardino Transportation Authority and Burlington Northern Santa Fe

Contract Description BNSF License Agreement-Shortway Sub

Board of Director's Meeting Date: October 1, 2014
Overview of BOD Action: Authorize the Executive Director or his designee to execute a no-fee License Agreement between the San Bernardino County Transportation Authority and Burlington Northern Santa Fe for the installation of communication conduits along the Shortway subdivision railroad right-of-way, in the City of San Bernardino, between mile post 0.0 and 2.5.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

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

Contract Start Date 10/1/2014	Current Contract Expiration Date 10/22/2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. NA-No Fee License Agreement
 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: NA
 As each contract task order is issued, a funding task will be identified
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
 Retention? if yes, indicate % _____.
 Disadvantaged Business Enterprise (DBE) Goal ____ %

Mitch A. Alderman		9/19/14
Project Manager (Print Name)	Signature	Date
Task Manager (Print Name)		9/19/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)		9/19/14
Chief Financial Officer (Print Name)	Signature	Date
		9/19/14
	Signature	Date
		9/22/14
	Signature	Date

Attachment: 15-1001108_CSS (1433 : BNSF License Agreement)

October 22, 2014

San Bernardino County Transportation Commission
Attention: Mr. Mitchel Alderman
1170 W 3rd Street
2nd Floor
San Bernardino, California 92410-1715

14-50977

Dear Mr. Alderman:

Attached please find a revised copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office.

- The permit fees have been waived for the first year only.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$4,499.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$600.00.

Sincerely,

Vicki Norman
Senior Manager Permits
Attachment

Attachment: 15-1001108 BNSF Permit No. 14-50977 (1433 : BNSF License Agreement)

**LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE,
AND/OR FIBER OPTIC LINE ACROSS OR ALONG RAILWAY PROPERTY**

THIS LICENSE FOR COMMUNICATION LINE, TELEVISION CABLE AND/OR FIBER OPTIC LINE ("License") is made to be effective _____, 2014, (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**, ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications") a communication line, television cable, and/or a fiber optic line containing a maximum of Four (4) conduit(s), together with all conductors and their supporting or containing structures (collectively, the "Communication Line"), across or along Licensor's rail corridor at or near the station of San Bernardino, County of San Bernardino, State of California, Line Segment 7602, Mile Post between 0.09 and 1.82 as shown on the attached Drawing No. 61892A & B, dated September 17, 2014, attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises"). Licensee warrants that it has exercised due care in establishing the Drawings and Specifications and has conducted testing and carefully assessed the design process to conclude that the risks associated with using and operating the Communication Line as intended by Licensee will not pose any unreasonable risks to Licensor or to the Premises.
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of Twenty (20) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Communication Line in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.**
 - 6.1 Licensor waives the fees for the first year of this agreement. Licensee shall pay Licensor, as compensation for this license, the sum of Three Hundred Ninety Thousand One Hundred Forty Four and No/100 Dollars (\$390,144) payable annually and in advance beginning the 2nd year of this agreement ("Base License Fee"). Base License Fee shall increase 3% annually during the term of the license. Licensor reserves the right to change licensing fee as conditions warrant. Billing or acceptance by Licensor of any license fee shall not imply a definite term or otherwise restrict either party from canceling this License as provided herein. Either party hereto may assign any receivables due it under this License; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this License. All licensing fees and other monetary

payments under this License from Licensee to Licensor shall be delivered solely to the following address:

BNSF Railway Company
 Jones Lang LaSalle Representative for BNSF
 P.O. Box 676160
 Dallas, Texas 75267-6180

Licensor shall have the right to designate at any time and from time to time a different address for delivery of such payments. No licensing fee or other payment sent to any other address shall be deemed received by Licensor unless and until Licensor has actually posted such payment as received on the account of Licensee, and Licensee shall be subject to all default provisions hereunder, late fees and other consequences as a result thereof in the same manner as if Licensee had failed or delayed in making any payment.

- 6.2 Licensee acknowledges that Licensor utilizes the licensing fee collection system involving direct deposit of monies received through a financial institution selected by Licensor, which precludes Licensor's ability to exercise rejection of a licensing fee before Licensee's check is cashed. Licensee agrees that as a condition of Licensor granting this License, Licensee hereby waives any rights it may have under law to force continuation of this License due to Licensor having accepted and cashed Licensee's licensing fee remittance. Licensor shall have the option of rejecting Licensee's payment by refunding to Licensee the licensing fee amount paid by Licensee, adjusted as set forth in this License, and enforcing the termination provisions of this License.
- 6.3 Licensee shall pay the Base License Fee and all additional amounts due as and when the same become due and payable, without demand, set-off, or deduction. Licensee's obligation to pay Base License Fee and all amounts due under this License is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach under this License by Licensor, shall release Licensee of its obligation to pay Base License Fee and all amounts due as required by this License.

7. Costs and Expenses.

- 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
- 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Communication Line, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Communication Line) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Communication Line, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Communication Line as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Communication Line, or the construction of a new line to replace the Communication Line. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Communication Line promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Communication Line.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 740 Carnegie Drive, San Bernardino, California, 94208, telephone (909) 386-4060 (Office), or email Andrew.Wordekemper@bnsf.com, at least ten (10) business days prior to installation of the Communication Line and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Communication Line or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds or property of Licensor, (ii) the safe operation and activities of Licensor or existing

third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Communication Line in such a manner and of such material that the Communication Line will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Communication Line shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Communication Line or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Communication Line at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Communication Line by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Communication Line, it being solely Licensee's responsibility to ensure that the Communication Line is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Licensee shall, at its sole cost and expense, remove all combustible material from around wooden poles on the Premises, if any, and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to with fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred.
- 11.9 Licensee shall, at its sole cost and expense, construct and at all times maintain the Communication Line in accordance with the National Electric Code. The use of a rail mounted cable plow to install the Communication Line is strictly prohibited unless advance written approval is granted by Licensor, which approval Licensor may grant or withhold in its sole and absolute discretion. Unless otherwise specified, all underground line shall be installed at least forty-eight (48) inches below grade level.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of

at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Communication Line. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Communication Line and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE,**

KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):

- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.**

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
- This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
 - Waiver of subrogation in favor of and acceptable to Licensor.
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
 - Separation of insureds.
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.
- No other endorsements limiting coverage may be included on the policy.
- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor.
 - Additional insured endorsement in favor of and acceptable to Licensor.
 - Separation of insureds.
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Communication Line. **THE CONSTRUCTION OF THE COMMUNICATION LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Communication Line is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$4,499.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

15.5 Other Requirements:

- 15.5.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.5.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.5.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 15.5.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.5.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.5.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.5.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.5.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.5.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.5.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.5.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.5.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.5.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance and use of the Communication Line and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Communication Line and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Communication Line in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
17. Environmental.
- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on the Premises. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.

- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Communication Line which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.
- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE COMMUNICATION LINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Communication Line or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
- 23.5 Licensee agrees not to assert that termination of this License is a discontinuance in service that requires prior approval by the FCC and represents and warrants that it has redundant facilities that would allow it to continue the provision of service after termination of this License.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Communication Line and all appurtenances thereto, or, at the sole discretion of Licensor, appropriately decommission the Communication Line with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Communication Line and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Communication Line and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Communication Line and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Communication Line and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
27. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate
- If to Licensee: San Bernardino County Transportation Commission
1170 W 3rd Street
2nd Floor
San Bernardino, California 92410-1715
28. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Communication Line and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensors Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131

By: _____
Kurt Geringer
Title: General Director of Real Estate
Date: _____

LICENSEE:

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

1170 W 3rd Street
2nd Floor
San Bernardino, California 92410-1715

By: _____
Title: _____
Date: _____

Attachment: 15-1001108 BNSF Permit No. 14-50977 (1433 : BNSF License Agreement)

COORDINATE SYSTEM: CA_V

TRACKING NO. 14-50977

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

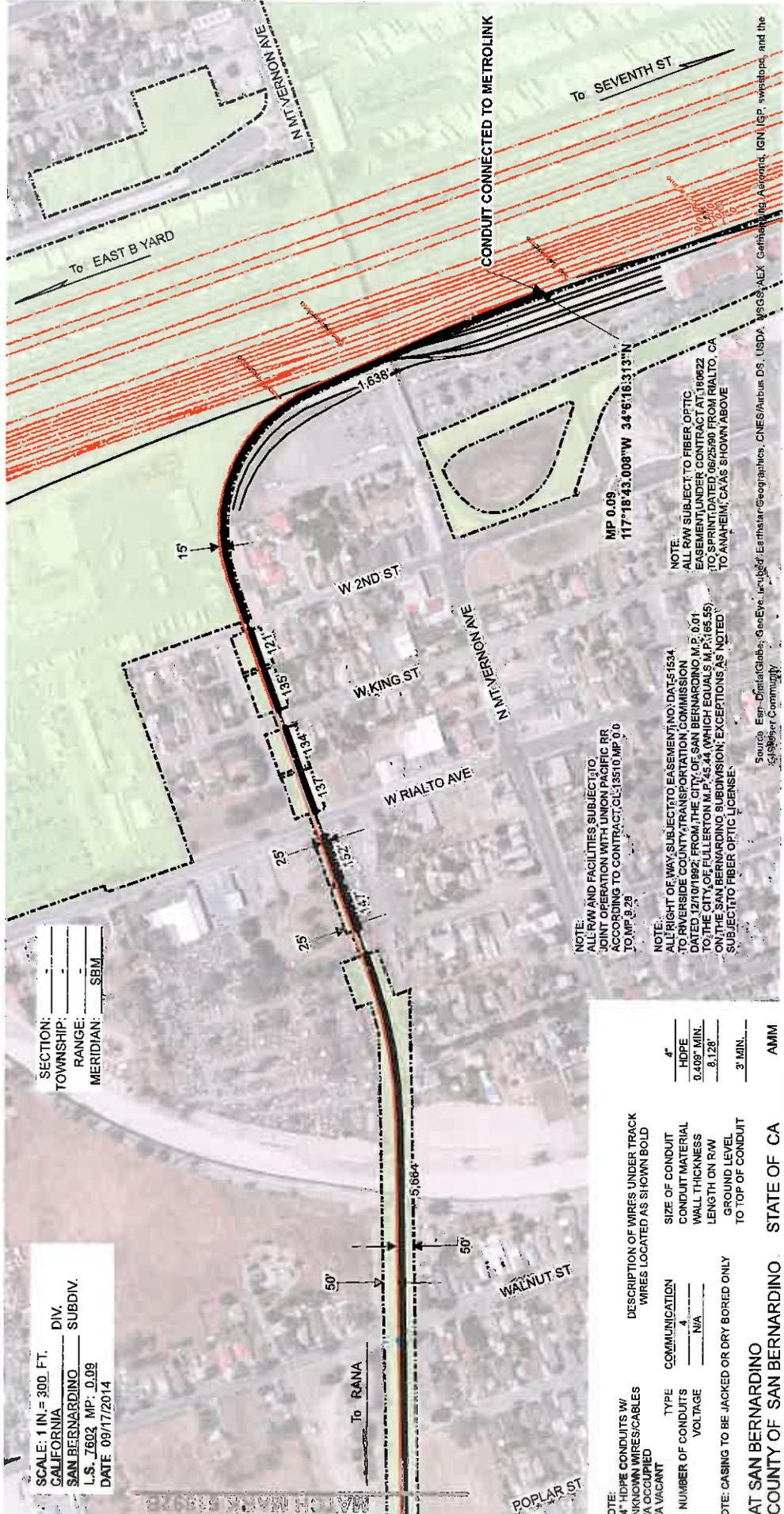
SCALE: 1 IN. = 300 FT.
CALIFORNIA DIV.
SAN BERNARDINO SUBDIV.
L.S. 7603 MP: 0.09
DATE 09/17/2014

SECTION: _____
TOWNSHIP: _____
RANGE: _____
MERIDIAN: SBM



TRIM LINE

MAP REF. 509030.509032



NOTE: ALL R/W AND FACILITIES SUBJECT TO JOINT OPERATION WITH UNION PACIFIC RR. ACCORDING TO CONTRACT, CL 13510 MP 0.0 TO MP 9.23

NOTE: ALL R/W SUBJECT TO FIBER OPTIC EASEMENT UNDER CONTRACT AT 10922 TO SPRINT, DATED 06/25/00 FROM RIALTO, CA TO ANAHEIM, CA AS SHOWN ABOVE

NOTE: ALL R/W SUBJECT TO FIBER OPTIC EASEMENT UNDER CONTRACT AT 10922 TO SPRINT, DATED 06/25/00 FROM RIALTO, CA TO ANAHEIM, CA AS SHOWN ABOVE

TYPE	COMMUNICATION	SIZE OF CONDUIT	STATE OF CA
4.4" HDPE CONDUITS W/ UNKNOWN WIRES/CABLES N/A OCCUPIED N/A VACANT	4	4"	AMM
NUMBER OF CONDUITS	VOLTAGE	CONDUIT MATERIAL	
		WALL THICKNESS	
		LENGTH ON R/W	
		GROUND LEVEL	
		TO TOP OF CONDUIT	

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT SAN BERNARDINO COUNTY OF SAN BERNARDINO

COORDINATE SYSTEM: CA_V

TRACKING NO. 14-50977

EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

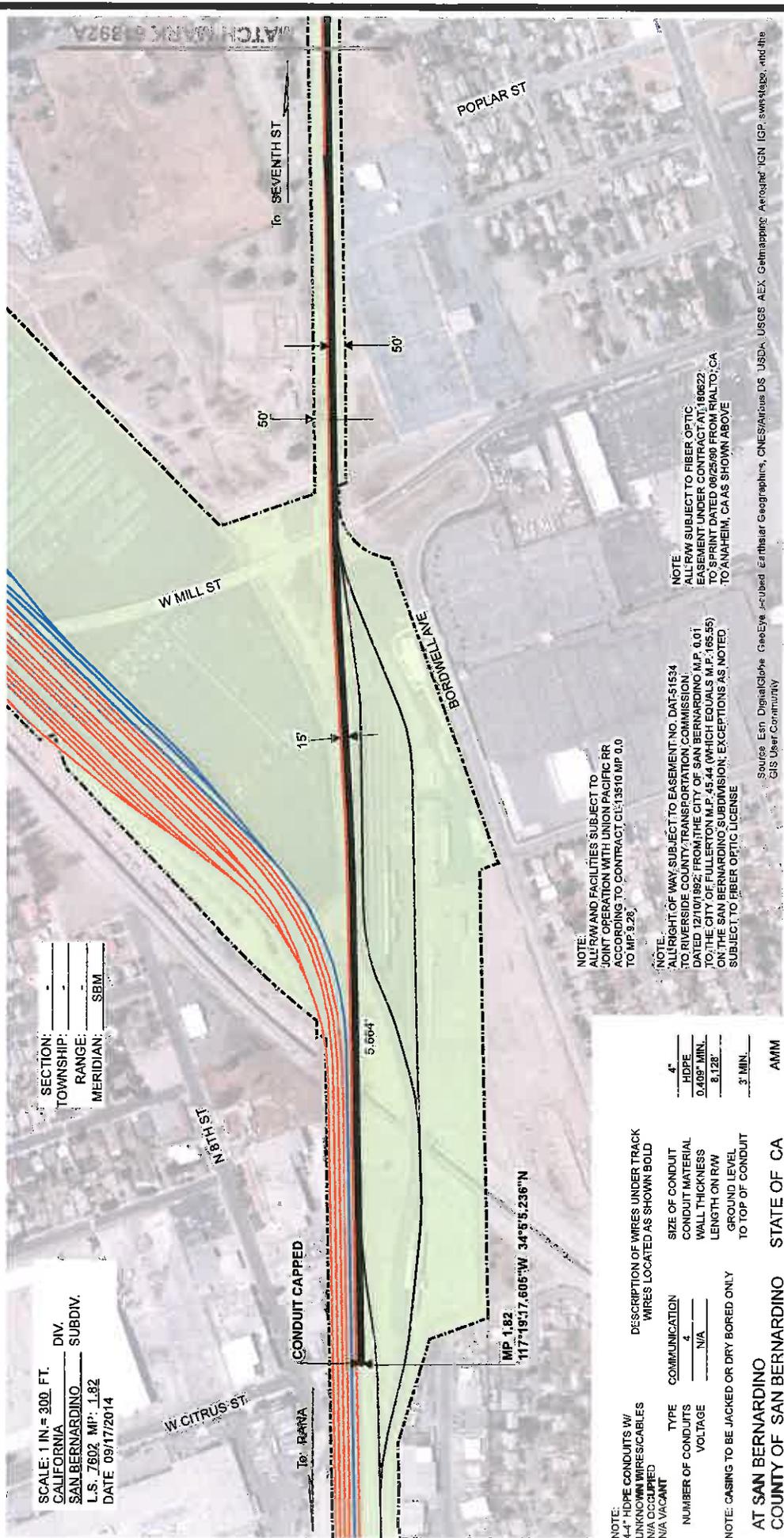
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

SCALE: 1 IN. = 300. FT.
CALIFORNIA DIV.
SAN BERNARDINO SUBDIV.
L.S. 7602 MP: 1.82
DATE 09/17/2014

SECTION:
TOWNSHIP:
RANGE:
MERIDIAN: SBM



TRIM LINE



NOTE:
ALL RAW AND FACILITIES SUBJECT TO
JOINT OPERATION WITH UNION PACIFIC RR
ACCORDING TO CONTRACT CL:1310 MP 0.0
TO MP 9.28

NOTE:
ALL RIGHT OF WAY SUBJECT TO EASEMENT NO. DAT-51634
TO RIVERSIDE COUNTY TRANSPORTATION COMMISSION
DATED 12/10/1992 FROM THE CITY OF SAN BERNARDINO M.P. 0.01
TO THE CITY OF FULLERTON M.P. 45.44 (WHICH EQUALS M.P. 165.55)
ON THE SAN BERNARDINO SUBDIVISION; EXCEPTIONS AS NOTED
SUBJECT TO FIBER OPTIC LICENSE

NOTE
ALL RW SUBJECT TO FIBER OPTIC
EASEMENT UNDER CONTRACT AT 180822
TO SAN BERNARDINO COUNTY FROM PALTO, CA
TO ANAHEIM, CA AS SHOWN ABOVE

NOTE:	DESCRIPTION OF WIRES UNDER TRACK WIRES LOCATED AS SHOWN BOLD	STATE OF CA	AMM
4-4" HDPE CONDUITS W/ UNKNOWN WIRE/CABLES N/A OCCUPIED N/A VACANT	SIZE OF CONDUIT CONDUIT MATERIAL WALL THICKNESS LENGTH ON RW GROUND LEVEL TO TOP OF CONDUIT	CA	
NUMBER OF CONDUITS TYPE VOLTAGE COMMUNICATION	4 N/A		
NOTE: CASING TO BE JACKED OR DRY BORED ONLY			

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, AeroGRID, IGN, IGP, swisstopo, and the
GIS User Community

Minute Action

AGENDA ITEM: 22

Date: *November 5, 2014*

Subject:

Anticipated Legislative Discussions for a potential Gold Line connection to Ontario International Airport

Recommendation:

That the Board of Directors oppose any legislation with unnecessary or undue mandates related to a Gold Line connection to the Ontario Airport that does not fully address concerns regarding funding, representation, liability, and local control over project and program expenditures, planning, and construction in San Bernardino County.

Background:

Previous Legislative Efforts

In February 2014, Assembly Member Rodriguez (D – Pomona) introduced AB 2574, which would have authorized the Metro Gold Line Foothill Extension Authority to extend the Gold Line light rail project to the LA/Ontario International Airport in the City of Ontario. Existing law provides for activities related to a terminus at the Montclair Transit Center.

AB 2574 was unfortunately introduced without consultation and partnership with the Los Angeles County Metropolitan Transportation Authority (LA Metro) and SANBAG, who would have been required to fund and operate any eventual segment to Ontario Airport. As such, the SANBAG Board of Directors opposed AB 2574 on April 9, 2014. The bill was ultimately held in the Assembly Transportation Committee and did not move forward in 2014. It contained a number of issues which prevented its passage and implementation, including:

- Insufficient language to protect SANBAG's decision making authority over projects that are constructed and/or operated in San Bernardino County
- A lack of understanding about SANBAG's funding capabilities and timing needs with respect to this project
- Assigning funding responsibilities to SANBAG without associated control over project terms, costs, or routes
- Lack of funding protections for SANBAG that are included for LA Metro
- No consideration of cost/benefit analyses that should occur before funding obligations for future segments are set
- Absence of an understanding of the funding and timing needs for the segment to Montclair
- Lack of representation on the Gold Line Board of Directors for San Bernardino County Cities and other Los Angeles County cities along the corridor east of Azusa

Entity: CMA, COG, CTA, CTC, SAFE

Ontario Airport Access Study

SANBAG has also undertaken a study of potential transit connections to Ontario International Airport through the Ontario Airport Access Study. This study is anticipated to be complete in December 2014 and will provide the Board of Directors with a set of recommendations that ensures a transit connection is competitive with auto travel, maximizes ridership, is cost effective, and meets the overall mobility needs of the region. An interim update was provided to the Commuter Rail and Transit Committee on October 9, 2014.

Currently, the study is yielding recommendations for interim bus and shuttle service until passenger demand begins to recover at Ontario Airport. At some point in the future rail service is recommended and the two key modes are Metrolink Access from the Rancho Cucamonga Station and the Gold Line. However, the study notes that 80% of the ridership on a Metrolink connection would come from San Bernardino County while 100% of the ridership on a Gold Line connection would come from Los Angeles County. As the study reaches its conclusion, it seems clear that serious consideration should be given to spending limited Measure I dollars on the connection that provides the most benefit to San Bernardino County residents.

Ongoing Liabilities

One of the key points that should be addressed as the Gold Line Montclair segment advances is the composition of the Metro Gold Line Construction Authority Board of Directors. With the current organization oriented towards a Los Angeles-Pasadena line, membership for those corridor cities no longer makes sense as the project advances east. Rather than having eastern city members fill spots identified for western cities, the Board should be reconstituted to better represent the corridor cities as the project advances east. Voting rights should also be properly distributed amongst the represented entities, including SANBAG.

However, a shift in representation may also bring along responsibility for ongoing liabilities associated with the organization. In an April 2014 report to the Metro Gold Line Construction Authority Board of Directors, staff noted an unfunded pension liability amounting to \$7,707,614 as of June 30, 2012. When construction is complete, this amount and any future growth in that number would be due and payable to the California Public Employees' Retirement System.

Given this information, any proposed reorganization for the Metro Gold Line Construction Authority Board of Directors should not carry forward any financial, personnel and benefit, or legal liabilities to San Bernardino County.

Board Adopted Positions Going Forward

The 2015-2016 State and Federal Legislative Platforms have also been updated to reflect the current status of the Montclair Transit Center and Ontario Airport Gold Line Segments. Any proposed legislation will be evaluated against the following:

State/Local Fiscal Issues Section 1(h) - Support retention of decision making, project selection, and funding authority at the county transportation commission level governing the use of all related funding sources.

Transit & Commuter Rail Section VI

(b) Oppose additional requirements for increased service levels unless they are agreed to by the transit operator or appropriately funded.

(n) Oppose legislation that seeks to mandate that SANBAG fund or operate specific transportation projects in San Bernardino County.

(o) Advocate to preserve SANBAG's decision making authority over transportation projects that are constructed and operated in San Bernardino County.

(p) Oppose all efforts that threaten the viability of SANBAG's Measure I Transit Program by requiring uncontrolled expenditures on an individual project or group of projects.

(q) Ensure that planning efforts for major transit investments in San Bernardino County should be done by or in consultation with SANBAG.

General Section VII (a) - Oppose legislation that could threaten the timely delivery of projects in the Measure I Expenditure Plan or interferes with the authority to administer any Measure I programs and services.

As any efforts to introduce a bill related to a Gold Line extension to Ontario Airport unfold, staff is requesting that the SANBAG Board of Directors oppose any legislation with unnecessary or undue mandates related to a Gold Line connection to the Ontario Airport that does not fully address concerns regarding funding, representation, liability, and local control over project and program expenditures, planning, and construction in San Bernardino County.

Assembly Member Rodriguez has called a meeting for October 30th to discuss plans for 2015 legislation. Staff will provide a verbal update to the Board at the meeting.

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Wendy Strack, Director of Legislative and Public Affairs

Minute Action

AGENDA ITEM: 23

Date: *November 5, 2014*

Subject:

HERO Program Annual Report

Recommendation:

Receive and file the report.

Background:

On October 14, 2013 the HERO Program went live in San Bernardino County. HERO, which stands for Home Energy Renovation Opportunity, is SANBAG's version of a Property Assessed Clean Energy Program. This type of program allows property owners to fund energy efficiency, water conservation and renewable energy projects through a special assessment on their property tax bill. With the HERO Program, property owners don't have any upfront costs and can pay back the amount financed for terms up to 20 years.

The SANBAG HERO Program is the only regional program that has 100% of its jurisdictions participating.

Since the program began there have been 9,529 property owners that have applied and been approved for funding. So far, 4,699 projects have been completed and funded. The total value of these completed projects is \$81,729,345. This is money paid to contractors and suppliers in our region and creates a total economic impact in our region of over \$135 million.

It is estimated that these energy saving or water conservation projects will save these property owners over \$3.3 million in utility costs this year.

In addition to its economic benefits, the HERO Program has environmental benefits as well. The installation of energy efficiency improvements like improved insulation, efficient doors and windows, air conditioning and heating systems; the installation of renewable energy projects like solar panels; and the installation of water conservation projects like artificial turf means electricity and water are saved and greenhouse gas emissions are reduced. Over the past year over 25 million kWh of energy have been saved, nearly 3 million gallons of water have been saved, and 6,788 tons of CO₂ have been kept from the atmosphere (that's the equivalent of taking 1,926 vehicles off the road or planting 157,897 trees).

The HERO Program has started out strong but has not been a static program. Over the past year new contractor training and enforcement have been instituted to help provide high levels of consumer protection. In addition the HERO Program has begun reasonable cost tests to compare quotes with similar projects already funded. Projects that go beyond certain control limits are flagged for further investigation before the project is approved. The HERO program has also put

Entity: COG

Board of Directors Agenda Item

November 5, 2014

Page 2

in place “Elder Check” which requires a verbal confirmation of terms for projects with senior citizens including a review of the financing terms to make sure payments are within budget.

Another change since the residential program began there has been a reduction in the interest rate charged and elimination of prepayment penalties.

Term in Years	Old Interest Rate	New Interest Rate
5	6.25%	5.95%
10	8.20%	7.95%
15	8.95%	8.75%
20	9.25%	8.95%

Attached is a brief presentation highlighting the first year of the HERO Program.

Financial Impact:

This item is consistent with the adopted SANBAG budget.

Reviewed By:

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

Responsible Staff:

Duane Baker, Director of Management Services



SANBAG HERO Annual Report October 2014



What is HERO?

What is HERO?

- HERO is an acronym for “Home Energy Renovation Opportunity”
- SANBAG’s version of a PACE (Property Assessed Clean Energy) Program
- Allows property owners to fund energy efficiency, water conservation, and renewable energy projects through a special assessment on their property tax bill
- Began October 14, 2013
- SANBAG is the only regional program that has 100% of its county as participating HERO jurisdictions

Who Can Apply for HERO?

Who Can Apply for HERO?

- Any property owner can apply for HERO
- Must be current on property taxes and mortgage with no recent delinquencies
- Must have at least 10% equity in the property
- Open to any property owner in San Bernardino County
- Property Types:
 - Residential ~1 million housing units
 - Single Family Home
 - 2 – 4 units
 - Commercial > 56,000 units, including:
 - Multi-family (+5 units)
 - Agriculture
 - Industrial
 - Manufacturing
 - Retail

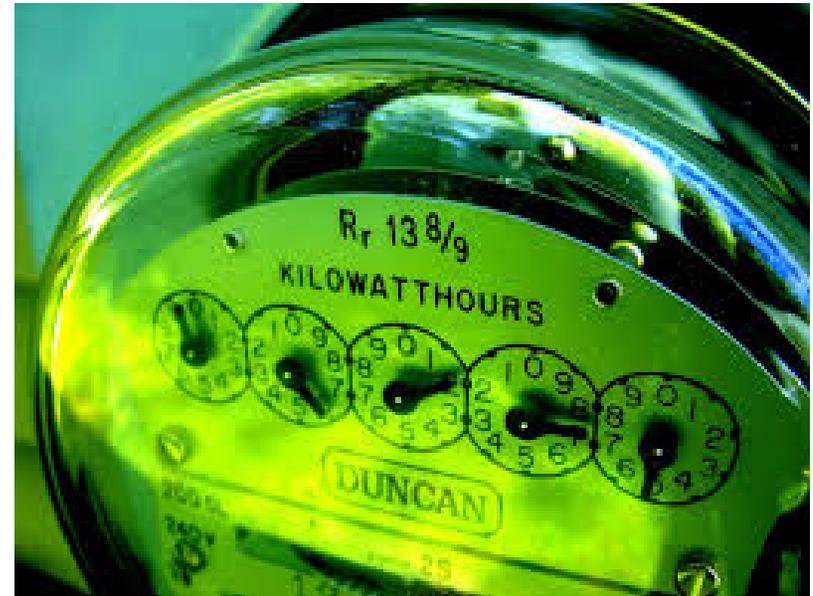


HERO Stats

HERO Stats Residential

Residential:

- Number of Applications: 15,345
- Number of approved: 9,529
- Total \$ Amount Approved: \$369,779,343
- Number of projects funded: 4,699
- Dollar (\$) value of projects funded: \$81,729,345
- Average Dollar \$ amount per project: \$17,400



HERO Stats Commercial

Commercial:

- Number of Applications: 5
- Number of approved: 1 approved, 4 in process
- Total \$ Amount Approved: \$100,800
- Number of projects funded: 1 in process





Project Types

Over 900,000 Products are Eligible for HERO

Building Structure



Air Sealing
Doors
Duct Sealing
Insulation
Roofs
Windows

Systems



Air Conditioning
Heating
Lighting
Management Systems
Ventilation
Water Heating

Renewables



Geothermal
Solar PV
Solar Thermal
Small Wind Turbine

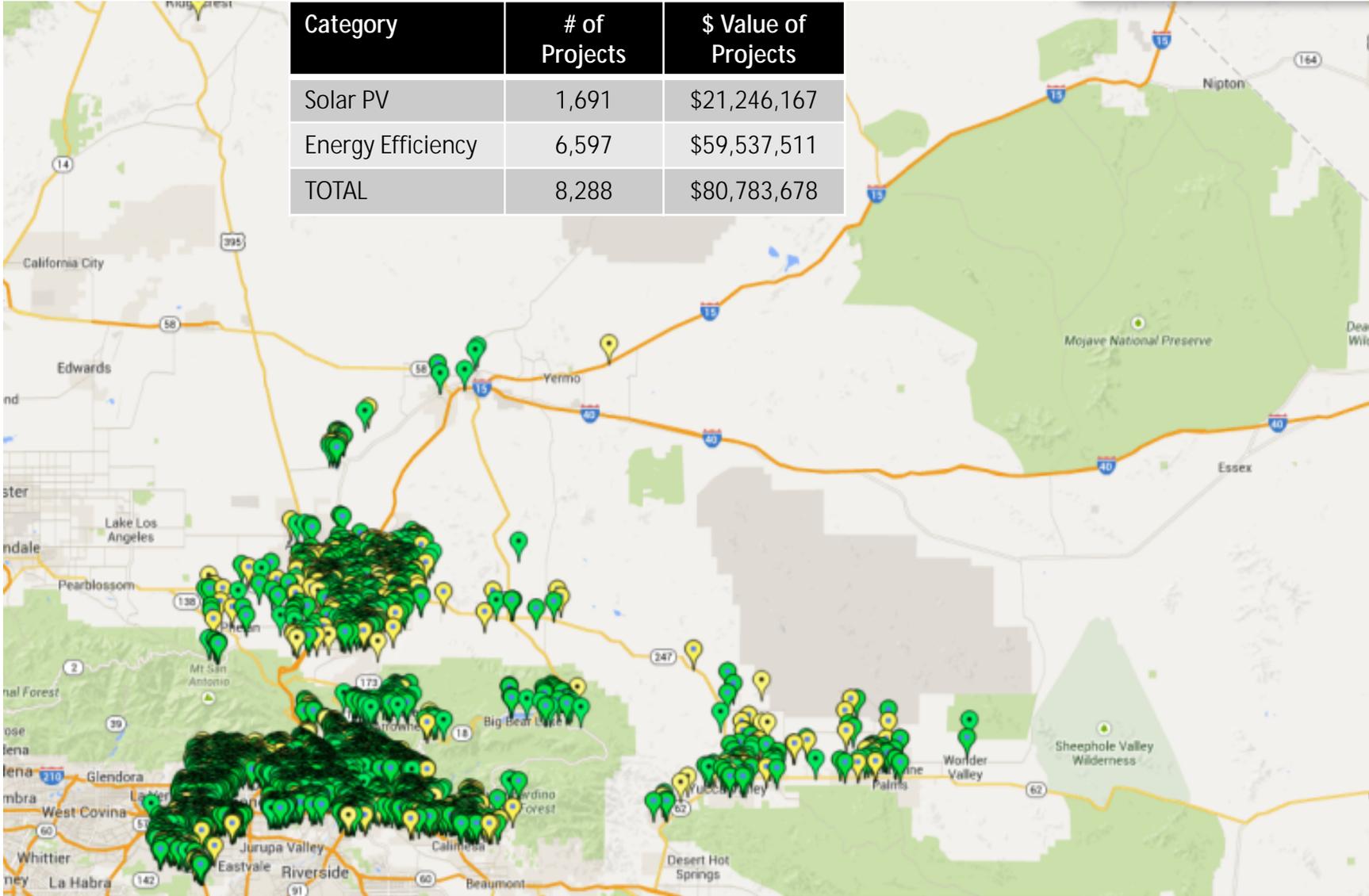
Water Conservation



Artificial Turf
Graywater Systems
Indoor Water Efficiency
Pool Equipment
Rainwater Catchment System

Map of Projects

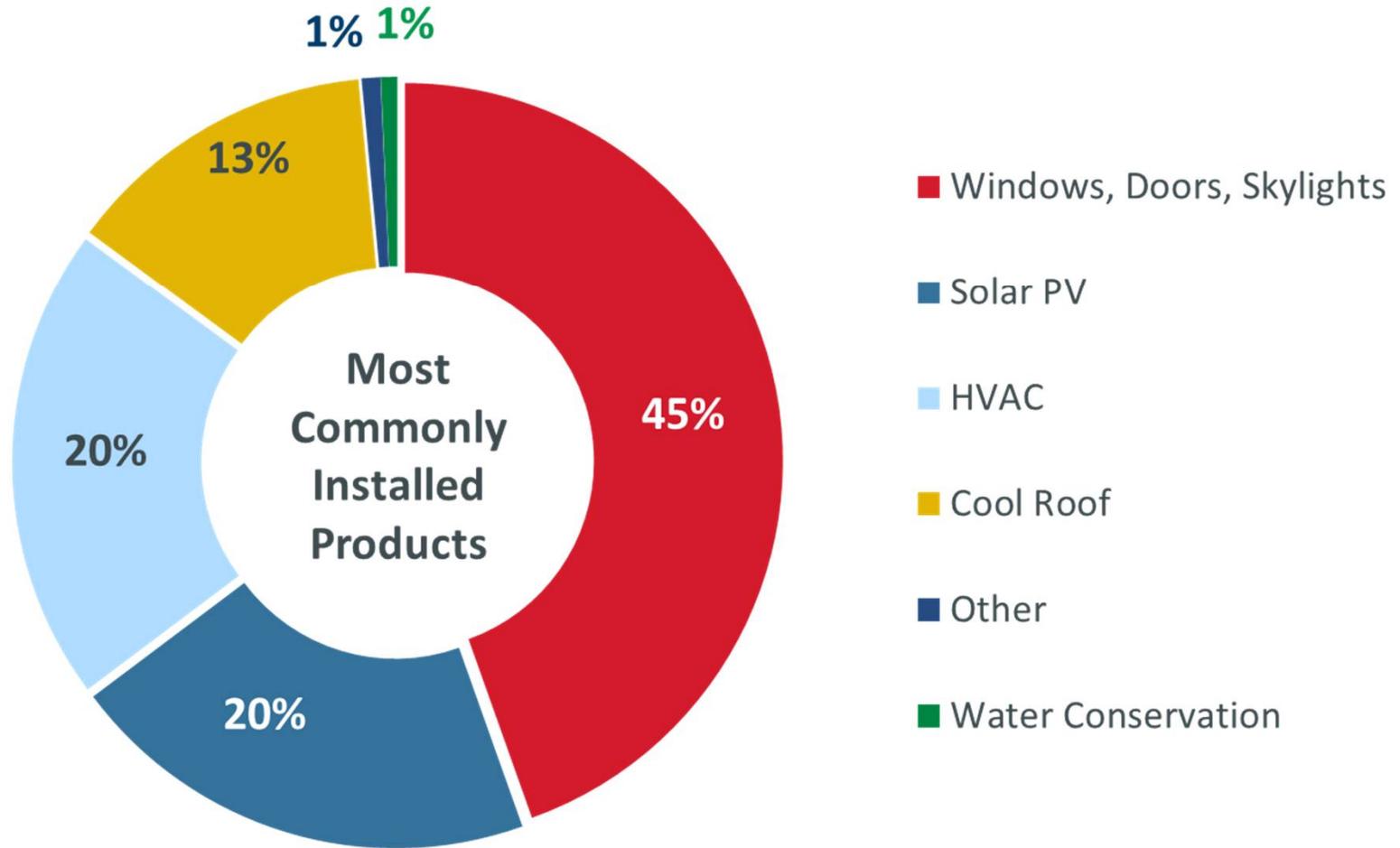
Category	# of Projects	\$ Value of Projects
Solar PV	1,691	\$21,246,167
Energy Efficiency	6,597	\$59,537,511
TOTAL	8,288	\$80,783,678



Funded Projects

Category	Number of Projects	\$ Value of Projects
Windows, Doors, Skylights	3,712	\$26,643,873
Solar PV	1,691	\$21,246,167
HVAC	1,694	\$17,914,343
Cool Roof	1,126	\$14,740,336
Water Conservation	70	\$903,127
Other	65	\$238,959

Project Types



Economic Impact

Economic Impact

- Number of Jobs created: 662
- Number of HERO registered contractors in San Bernardino Co:
 - SANBAG: 591
 - California: 2,608
- Annual economic impact: \$135,029,974
- Annual Consumption Savings: \$3,357,115

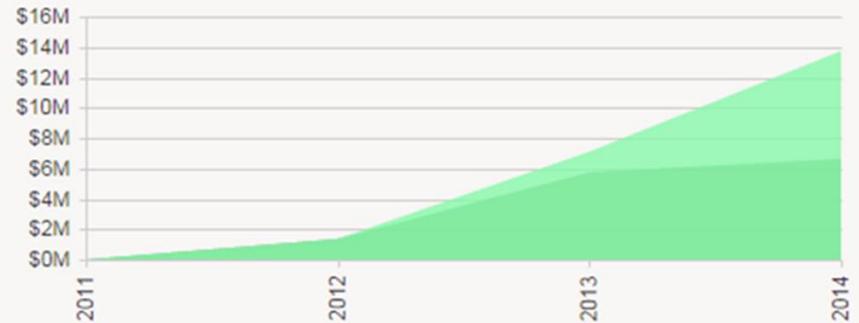


Environmental Impact

Environmental Impact

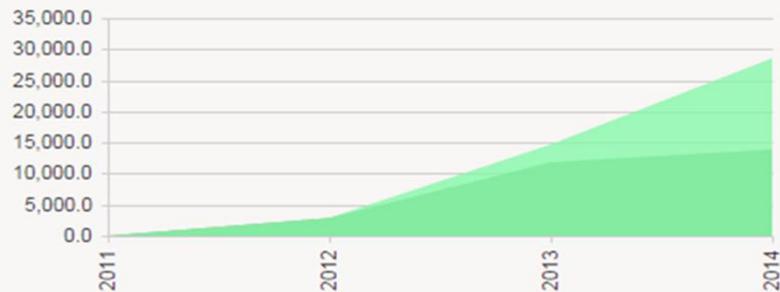
- 25,329,527 kWh energy saved annually
- 2,927,908 gallons of water saved annually
- 6,788 tons of CO₂ reduction
 - Equivalent to removing 1,926 vehicles off the road, or planting 157,897 trees

Utility Bill Amounts Saved



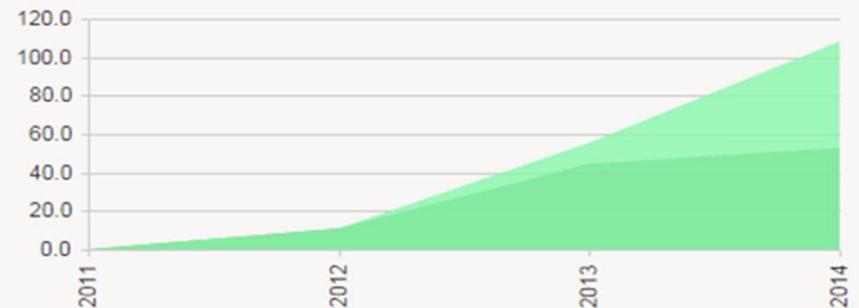
■ In Year = \$7M
 ■ Cumulative = \$14M

Green House Gases Reduced



■ In Year = 13,873 tons
 ■ Cumulative = 28,549 tons

GWh Saved / Generated



■ In Year = 53 GWh
 ■ Cumulative = 108 GWh



Program Enhancements

HERO – Protecting Your Community

CONSUMER PROTECTION	BEFORE HERO	AFTER HERO
Registered Contractors	✘	✔
CA CSLB Confirmation	✘	✔
Insured/Bonded	✘	✔
Contractor Training	✘	✔
Identity Verification	✘	✔
In Good Standing	✘	✔
Product Eligibility Check	✘	✔
Fair Pricing	✘	✔
Permit Verification	✘	✔
Terms Confirmation	✘	✔
Pay Upon Completion	✘	✔
Dispute Resolution	✘	✔

- Ø HERO has the **#1 consumer protection policy** in the home improvement financing sector
- Ø **9 out of 10** HERO customers would recommend the Program

Consumer Protection

- Ø Registered Contractors
 - Contractor ID Verification
 - Active license status with the CSLB
 - ü Bonded, insured, and carry worker's compensation insurance
 - Good standing with the HERO Program
- Ø Product Eligibility
 - Confirmed savings and labeled:
 - ü Energy Star
 - ü Water Sense
 - ü Savings verified by third-party (ex: US Dept. of Energy)



Consumer Protection

Ø Pricing Controls

- Reasonable Cost Test
 - ü Compares project quotes with similar projects and products already funded
 - ü Projects with prices beyond HERO-defined control limits are flagged, and investigated

Ø Payment Protection

- Contractors are not paid until work is complete and Completion Certificate is submitted
 - ü Ensures customer satisfaction

Ø Elder Check

- Verbal confirmation of terms
 - ü Option to explain Program to family member
 - ü Review financing terms, to make sure payments are within their budget



Improvements Since Last Year

- Interest rate reduction
 - HERO bonds have been securitized which can lead to even more competitive rates
- Removed pre-payment penalties (residential only)
- Joined State Loan Loss Reserve Program
 - California Advanced Energy and Alternative Transportation Finance Authority (CAEATFA) Fund



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

October 9, 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
Councilmember, 15th District
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. Lyu, Ph.D.
Governor's Appointee

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

Below are the agenda items and outcomes of the October 3, 2014 SCAQMD Governing Board meeting, and a preview of item(s) for discussion at the November 7, 2014 meeting.

PUBLIC HEARING ITEM AT OCTOBER 3 BOARD MEETING:

Adopt Proposed Rule 1153.1 – Emissions of Oxides of Nitrogen from Commercial Food Ovens

Staff recommended this item be continued to the November 7, 2014 Governing Board meeting.

PUBLIC HEARING(S) SET FOR NOVEMBER MEETING:

Adopt Proposed Rule 1153.1 – Emissions of Oxides of Nitrogen from Commercial Food Ovens (Continued from October 3, 2014 Board Meeting)

Staff is proposing a new rule which reduces NOx emissions from food ovens, equipment that is currently subject to Rule 1147. Proposed Rule (PR) 1153.1 has higher NOx emission limits than Rule 1147. Compared with Rule 1147, PR 1153.1 delays NOx emission limit compliance dates for existing (in-use) permitted equipment and includes a carbon monoxide emission limit. PR 1153.1 also establishes test methods and provides alternate compliance options. Other proposed requirements include equipment maintenance and recordkeeping. PR 1153.1 is expected to result in a maximum of 120 pounds per day of NOx emission reductions forgone in 2023. This action is to adopt the resolution: 1) Certifying the Final Environmental Assessment for Proposed Rule 1153.1 – Emissions of Oxides of Nitrogen from Commercial Food Ovens; and 2) Adopting Rule 1153.1 – Emissions of Oxides of Nitrogen from Commercial Food Ovens.

Communication: South Coast Air Quality Management District Agency Report (Agency Reports)

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REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: The MSRC conducted its annual offsite retreat with its Technical Advisory Committee on Thursday, September 18, 2014 at SCAG's offices in Los Angeles. The retreat, which included regular meeting business items, was to initiate development of the two-year FYs 2014-16 Work Program. The MSRC's next meeting is currently scheduled for Thursday, October 16, 2014, at 2:00 p.m., in Conference Room CC8.

Minutes

At its September 18, 2014 meeting, the MSRC unanimously approved the minutes of their June 19, 2014 meeting.

Joint MSRC & MSRC-TAC Annual Offsite Retreat

On September 18, 2014, the MSRC conducted its annual offsite retreat with its Technical Advisory Committee to initiate development of its upcoming FYs 2014-16 AB 2766 Discretionary Fund Work Program, for which an unprecedented \$44 million will be available for projects. A few highlights from the retreat include the following.

A luncheon keynote was presented by John O'Dell, Senior Editor of Edmunds.com, an award-winning journalist covering the automotive industry for the past 20 years, who discussed the broad passenger vehicle outlook from the perspective of Edmunds.com analysts and economists. He also touched on facts from the National Research Council's 2013 study "Transitions to Alternative Vehicles and Fuels" which for the first time forecasts alternative vehicle and fuel technology through 2050. He was a contributor to the study compiling the chapter on consumer behavior. This document can be downloaded from the National Academies Press website at: http://www.nap.edu/download.php?record_id=18264.

The guest speaker was Levi Tillemann whose book "The Great Race: The Global Quest for the Car of the Future" will be released by Simon & Schuster in January 2015. Dr. Tillemann, currently a Senior Fellow at the New America Foundation, was previously an advisor to the US Department of Energy's Office of Energy Policy and Systems Analysis

(EPSA) where he chaired the department's Autonomous and Connected-vehicles Energy (ACE) Working Group. He provided some interesting historical facts and a unique perspective of the automotive race amongst the three largest auto manufacturing countries in the world (U.S., China and Japan).

Additionally, CEC and CARB staff provided the MSRC an update on their agencies' respective activities and priorities in relation to the MSRC's goals and mission. Furthermore, SCAQMD staff reviewed the scope and purpose of the 2016 AQMP, our region's air quality challenges and attainment mandates, and the need for and proposed projects to achieve cleaner combustion engines and zero emission technologies for the goods movement sector. Finally, the MSRC's Outreach Coordinator, the Better World Group, summarized the results and analysis of six regional "mini-workshops" held throughout the basin during the summer to launch the development process of the upcoming work program and solicit direct feedback from past, current and potentially future project participants.

At its next meeting the MSRC will continue discussing parameters and priorities for the upcoming FYs 2014-16 Work Program.

Additional Funds for Alternative Fuel School Buses

The MSRC allocated \$2 million under the FYs 2012-14 Work Program for an Alternative Fuel School Bus Incentives Program, providing incentives ranging from \$15,000 to \$45,000 per bus, depending on model. At its September 18, 2014 meeting, the MSRC unanimously approved a request from A-Z Bus Sales for an additional \$93,000 to provide incentives for three full-sized CNG buses for Orange Unified School District as well as a request from BusWest for a \$434,000 to provide incentives for 14 full-sized CNG buses from Tumbleweed Transportation and Hemet and Hacienda La Puente Unified School Districts. These awards will be considered by the SCAQMD Board at its October 3, 2014 meeting.

Alternative Fuel Infrastructure Program Award

As part of the FYs 2012-14 Work Program, the MSRC allocated \$7.5 million for the implementation of new and expanded CNG and LNG refueling stations as well as modification of maintenance facilities to accommodate gaseous-fueled vehicles. The MSRC previously considered 14 applications and awarded a total of \$1,653,000 for those projects. One additional application, from Midway City Sanitary District, has been received and after being evaluated was deemed compliant with the Program requirements. At its September 18, 2014 meeting, the MSRC unanimously approved funding for the additional application, awarding a contract to Midway City Sanitary District in an amount not to exceed \$250,000 for installation of a limited-access CNG fueling station and modifications to their vehicle maintenance facility. This award will be considered by the SCAQMD Board at its October 3, 2014 meeting. Additional applications are anticipated before the Program Announcement #PA2014-05 closes September 26, 2014.

Received and Approved Final Report

The MSRC received and approved only one final report for U-Haul Company of California Contract #MS12026, which provided \$500,000 towards the purchase of 15 medium-duty on-road vehicles.

Contract Modification

The MSRC considered only one contract modification for the City of Riverside Contract #ML11036, which provides \$670,000 towards the purchase of nine heavy-duty natural gas engines and installation of a CNG station, and approved vehicle substitutions and a 26-month contract term extension.

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

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.

Communication: Representatives on SCAG Committees (SANBAG Committee Memberships)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.</p>	<p>Ryan McEachron, Victorville, Vice President (Chair) L. Dennis Michael, Rancho Cucamonga, President (Vice Chair) Bill Jahn, Big Bear Lake, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Paul Eaton, Montclair (Chair – CRTC) Michael Tahan, Fontana (Chair – MVSS) Janice Rutherford, Supervisor <u>East Valley</u> Larry McCallon, Highland Dick Riddell, Yucaipa Rhodes “Dusty” Rigsby, Loma Linda James Ramos, Supervisor <u>Mountain/Desert</u> Bill Jahn, Big Bear Lake Ryan McEachron, Victorville, Vice President (Chair - MDC) Jim Harris, Twentynine Palms Robert Lovingood, Supervisor</p>	<p>6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015 6/30/2015</p>
<p>Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member</p>	<p>Paul Eaton, Montclair* (Chair) James Ramos, Supervisor**(Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Deborah Robertson, Rialto Ray Musser, Upland Dick Riddell, Yucaipa Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2015) Indeterminate (6/30/2015) 12/31/2014 12/31/2015 12/31/2015 Indeterminate 12/31/2015 12/31/2014 12/31/2015 12/31/2014 Indeterminate</p>

Communication: Policy Committee Membership (SANBAG Committee Memberships)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p>	<p>Ryan McEachron, Victorville (Chair) Cari Thomas, Adelanto (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor</p>	<p>Indeterminate (6/30/2015) Indeterminate (6/30/2015) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 10:00 a.m., SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.</p>	<p>Board of Directors Michael Tahan, Fontana (Chair) Ray Musser, Upland (Vice Chair)</p>	<p>6/30/2015 6/30/2015</p>

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p>	<p>Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio</p> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16 12/31/16 12/31/14 12/31/14 12/31/14</p>

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the General Policy Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the General Policy Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2013/2014 Audit) - SANBAG President – L. Dennis Michael, Rancho Cucamonga - Vice President – Ryan McEachron, Victorville - Immediate Past President – Bill Jahn, Big Bear Lake - Presidential Appointment – Walt Stanckiewicz, Grand Terrace</p>
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Larry McCallon, Highland Dick Riddell, Yucaipa</p>
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p>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>

Communication: Policy Committee Membership (SANBAG Committee Memberships)

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – L. Dennis Michael, Rancho Cucamonga Vice President – Ryan McEachron, Victorville Immediate Past President – Bill Jahn, City of Big Bear Lake</p>
<p>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>

Communication: Policy Committee Membership (SANBAG Committee Memberships)

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>
<p>City/County Manager’s Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>

Communication: Policy Committee Membership (SANBAG Committee Memberships)

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.</p> <p>Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>

Communication: Policy Committee Membership (SANBAG Committee Memberships)

BOARD OF DIRECTORS ATTENDANCE RECORD – 2014

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		
James Ramos Board of Supervisors	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		
Robert A. Lovingood Board of Supervisors	X	X		X	X	X	X		X			
Cari Thomas City of Adelanto	X	X	X	X	X	X			X	X		
Curt Emick Town of Apple Valley	X	X	X	X	X	X	*			X		
Julie McIntyre City of Barstow	X	X	X	X	X				X			
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X			X		
Dennis Yates City of Chino	X	X	X	X	X	X	X		X	X		
Ed Graham City of Chino Hills	X	X	X	X	X	X	*		X	X		
Frank Navarro City of Colton	X	X	X	X	X	X	X		X	X		
Michael Tahan City of Fontana	*	X	X	X	X	X	X		X	X		
Walt Stanckiewicz City of Grand Terrace	X	X	X	X	X	X			X	X		
Mike Leonard City of Hesperia	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 – 2014

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		
Paul Eaton City of Montclair	X	X	X	X	X	X	X		X	X		
Edward Paget City of Needles	X	X	X	X	X	X	X		X	X		
Alan Wapner City of Ontario	X	X	X	X	X	X	X			X		
L. Dennis Michael City of Rancho Cucamonga	X	X	X	*	X	X	X		X	X		
Pete Aguilar City of Redlands	X	X	X	X	X	X	X		X	X		
Deborah Robertson City of Rialto	X	X	X	X	X	X	X		X			
Patrick Morris City of San Bernardino	X	X	X	X	X	X	X		X	X		
R. Carey Davis City of San Bernardino	X	X	X	X	X	X	X			X		
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X		X	X		
Ray Musser City of Upland	X	X	X	X	X	X	X		X	X		
Ryan McEachron City of Victorville	X	X	X	X	X	X	X		X	X		
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X		X			
George Huntington Town of Yucca Valley	X	X	X	X	X	X	X		*	X		
Basem Muallem Ex-Official Member		X	X	Christy Connors	X	X	X		X	Christy Connors		

Communication: Attendance (Additional Information)

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

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

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

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

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

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

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

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

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

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

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