

AGENDA

Board of Directors Metro Valley Study Session

January 15, 2015

*****Start Time: 10:00 AM*****

Location

SANBAG

First Floor Lobby

1170 W. 3rd Street, San Bernardino, CA 92410

Board of Directors

Valley Representatives

Study Session Chair

Michael Tahan, Mayor Pro Tem
City of Fontana

Study Session Vice-Chair

Ray Musser, Mayor
City of Upland

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Vacant

City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Mayor Pro Tem
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Dick Riddell, Council Member
City of Yucaipa

Mountain/Desert Representatives

Vacant
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Ryan McEachron, Council Member
City of Victorville

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Mike Leonard, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Vacant
City of Twentynine Palms

George Huntington, Mayor
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District

Janice Rutherford, Second District

James Ramos, Third District

Curt Hagman, Fourth District

Josie Gonzales, Fifth District

Ex-Officio Member - Basem Muallem, Caltrans District 8 Director

Ray Wolfe, SANBAG Executive Director

Eileen Teichert, SANBAG General Counsel

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

AGENDA

Board of Directors Metro Valley Study Session

January 15, 2015

10:00 AM

Location

**First Floor Lobby
1170 W. 3rd Street, San Bernardino, CA 92410**

CALL TO ORDER

(Meeting Chaired by Michael Tahan)

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

Possible Conflict of Interest Issues for the Metro Valley Study Session Meeting of January 15, 2015

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. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

Consent - Project Delivery

- 2. Construction Contract Change Orders to on-going SANBAG Construction Contracts with Ortiz Enterprises, Inc., Financial Pacific Insurance Company, Skanska USA Civil West and Riverside Construction Company, Inc.**

Receive and file change order report.

Garry Cohoe

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

DISCUSSION ITEMS

Discussion - Project Delivery

- 3. Major Project Overview**

Receive an overview update of the Major Projects Program.

Garry Cohoe

This item is also scheduled for review by the Mountain/Desert Policy Committee on January 16, 2015.

Discussion - Transportation Programming and Fund Administration

- 4. Geographic Equity in Distribution of Proportional Shares of State and Federal Funds**

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

Adopt Policy No. 40023, Determination of Proportional Shares of State and Federal Funds between Subareas, concerning the distribution and monitoring of State and Federal funds between Subareas.

Andrea Zureick

This item is scheduled for review by the Mountain/Desert Policy Committee on January 16, 2015. The draft policy has been reviewed and concurred with by the Transportation Technical Advisory Committee on September 29, 2014, and the City/County Manager Technical Advisory Committee on October 2, 2014.

Discussion - Regional/Subregional Planning

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

That the following be reviewed and recommended for final approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting.

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

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

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

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

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

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

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

Vanessa Jezik

This item was reviewed by the Transportation Technical Advisory Committee on January 5, 2015. This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the draft agreements.

Comments from Board Members

Brief Comments from Board Members

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Attendance

SANBAG Entities

Meeting Procedures and Rules of Conduct

General Practices for Conducting Meetings

Acronym List

Mission Statement

**The next Board of Directors Metro Valley Study Session will be
February 12, 2014**

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

- 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: January 15, 2015

Subject:
 Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
2-A	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction Coreslab Structure Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Construction, Inc. Lincoln Pacific Mahaffey Companies Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Survey Safety & Signs

Entity: CMA, COG, CTA, CTC, SAFE

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			Superior Gunitite Truesdell Corporation West Coast Welding, Inc.
2-B	C13093	Financial Pacific Insurance Company <i>Laurie Hants</i>	None
2-C	C11184	Skanska USA Civil West <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J.P. Stripping, Inc. J.V. Land Clearing Marina Landscape, Inc. MCL Electric Municon Consultants Reycon Construction, Inc. Statewide Safety & Signs Tipco Engineering
2-D	C13108	Skanska USA Civil West <i>Jeffrey Langevin</i>	Chrip Company Dywidag-Systems, Int. Fence Corporation, Inc. Hayward Banker Integrity Rebar Placers Josh S. Meek Company, Inc. Ferreria Construction Company, Inc. R. Dugan Construction, Inc. Rock Structures Construction, Co. Sierra Landscape Development, Inc.
2-E	C13121	Riverside Construction, Inc.	Caliagua Chrip Company C.P. Construction Crown Fence Griffith Company Golden State Highlight Electric Integrity Rebar Placers The J.V. Land Clearing Company, Inc. Malcom Drilling Company Match Corporation Old Castle Precast Pacific Waterproofing Reycon Construction

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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:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: January 15, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: *January 15, 2015*

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts with Ortiz Enterprises, Inc., Financial Pacific Insurance Company, Skanska USA Civil West and Riverside Construction Company, Inc.

Recommendation:

Receive and file change order report.

Background:

Of SANBAG's thirteen on-going construction contracts in the Metro Valley, five have had Construction Change Orders (CCO's) approved since the last reporting to the Board Metro Valley Study Session. The CCO's are listed below.

A. Contract Number (CN) C12224 with Ortiz Enterprises, Inc. for construction of the I-10 Cherry Avenue Interchange project: CCO No. 18 (\$49,991.01 increase for realignment of 96" RCP to allow installation during Stage 1 therefore allowing completion of Cherry Avenue improvements north of I-10 earlier than originally scheduled), CCO No. 23 Supplement 1 (\$35,000.00 in additional funds for installation of street lighting on concrete barrier along eastbound I-10 ramps) and CCO No. 54 Supplement 1 (\$104,722.20 decrease in funds due to changes in staging of work to allow for standard concrete paving in lieu of rapid-set paving as originally planned).

B. CN C13093 with Financial Pacific Insurance Company for the construction of the I-10 Riverside Avenue Interchange Landscaping project: CCO No. 3 Supplement 3 (\$398.33 in additional funds for needed repairs to rock blanket as requested by Caltrans).

C. CN C11184 with Skanska USA Civil West for construction of the Hunts Lane Grade Separation project: CCO No. 54 (\$15,000.00 increase for potholing of Edison facilities, temporary power for traffic signals at Oliver Holmes and Hunts Lane and electrical service connection for irrigation controller), CCO No. 55 Supplement 1 (\$19,580.00 increase in funds for additional fencing to further eliminate pedestrian traffic on adjoining private property), CCO No. 56 (\$20,000.00 increase for contractor to remove the at-grade crossing equipment in lieu of UPRR performing the work; a Construction & Maintenance Agreement with UPRR provided for UPRR to perform the work but scheduling did not allow it) and CCO No. 57 (\$10,000.00 increase for installation of lockable bollards at ends of sidewalk between Riverwood Drive and northerly UPRR right of way to prevent vehicular access).

D. CN C13108 with Skanska USA Civil West for construction of the Palm Avenue Grade Separation project: CCO No. 3 Supplement 1 (\$11,406.00 in additional funds to provide for a

Entity: CTA, CTC

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greater needed amount of soil stabilization than anticipated by the Engineer) and CCO No. 22 (\$16,715.50 increase for payment of Temporary Pavement Markings, Remove Yellow Painted Traffic Stripe, Remove Thermoplastic Traffic Stripe, Remove Thermoplastic Pavement Marking and Pothole Existing Utilities as bid item quantities were based on as-built information, not field measured).

E. CN C13121 with Riverside Construction Company, Inc. for construction of the Laurel Street Grade Separation project: CCO No. 19 and Supplement 1 (\$11,794.62 and \$105,100.00 respectively for development and implementation of additional fire protection measures per direction of the City of Colton Fire Marshall and National Fire Protection Association due to project plans to modify water system fire protection of adjacent buildings), CCO No. 33 (\$10,800.00 increase for removal and replacement of 3' wide asphalt strip along newly placed concrete pavement to provide for smooth transition between pavements, lowering gate to match lowered access road and install bollards to protect new gate), CCO No. 35 (no cost/no credit change for revisions to the Special Provisions for Hot Mixed Asphalt to be placed per the Greenbook's greater specifications) and CCO No. 36 (\$40,000.00 increase for payment adjustments due to the California Statewide crude oil price index fluctuations).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts under Task No's. 0826, 0841, 0870, 0874 and 0884.

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors Metro Valley Study Session
Date: January 15, 2015

Witnessed By:

I-10 Citrus Interchange – Executed Change Orders		
Number	Description	Amount
001	TRAFFIC CONTROL	\$ 35,000.00
001 S-1	TRAFFIC CONTROL, ADD'L FUNDS	\$ 35,000.00
001 S-2	TRAFFIC CONTROL, ADD'L FUNDS	\$ 30,000.00
002	MAINTAIN IRRIGATION AND LANDSCAPING	\$ 8,000.00
003	WATER POLLUTION CONTROL MAINTENANCE SHARING	\$ 25,000.00
004	PARTNERING	\$ 10,000.00
004 S-1	Additional Funds	10,000.00
005	DISPUTE REVIEW BOARD	\$ 15,000.00
005 S-1	Additional Funds	\$ 5,000.00
006	MAINTAIN EXISTING ELECTRICAL SYSTEMS	\$ 20,000.00
006 S-1	Additional Funds	\$ 5,000.00
006 S-2	Additional Funds	\$8,100.00
007	GRAFFITI REMOVAL	\$ 5,000.00
008	DS-10 REDESIGN AND ALIGN	\$ (143,397.00)
009	REPLACE LOOP DETECTION WITH VIDEO DETECTION	\$ 18,645.00
010	SEWER CONNECTION ON SOUTH CITRUS	\$ 7,945.48
011	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP	\$ (164,877.00)
011 S-1	REPLACE RSC AND RSLCB IN WB OFF-RAMP TERMINI WITH STANDARD JPCP SUPPLEMENT 1	\$ 46,674.75
012	OVER-EXCAVATE AND RE-COMPACT UNDER OH ABUTMENTS AND WW	\$ 11,483.50
013	REPLACE RSC AND RSLCB IN WB OFF-RAMP GORE	\$ (41,180.48)
014	SEPTIC SYSTEM FOR 76 GAS STATION	\$ 36,783.25
015	ROW DELAY FOR ALCORN FENCE	\$ 1,500.00
016	DS-15 CONNECTION TO DS-1	\$ 2,911.33
017	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC	\$ 11,130.00
017 S-1	REVISE DWY APPROACHES AND DWYS AT BOYLE CUL-DE-SAC, ADDITIONAL FUNDS	\$ 27,000.00
018	REPLACE RSC WITH STANDARD JPCP – WB ON-RAMP GORE	\$ (32,840.80)
019	REPLACE RSC WITH STANDARD JPCP – EB OFF-RAMP GORE	\$ (62,956.58)
020	REPLACE RSC WITH STANDARD JPCP AT WB OFF-RAMP GORE	\$ (21,153.30)
021	NON-COMPENSABLE EXCUSABLE DELAY	\$ 0.00
022	LONGITUDINAL TINING	\$ 8,500.00
023	PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS	\$161,000.00
024	PARAPET HEADWALL HEIGHT CHANGE	\$ 4,000.00
025	76 GAS STATION IMPROVEMENTS	\$ 38,000.00
026	NON-COMPENSABLE EXCUSABLE DELAY – 4 DAYS	\$ 0.00
027	ELECTRICAL WORK	\$ 54,000.00
028	DEMO AND GRADE ON CITRUS AVENUE	\$ (28,022.88)
028 S-1	ADDITIONAL FUNDS FOR TRAFFIC CONTROL	\$ 28,022.88
029	REMOVAL AND DISPOSAL OF MAN-MADE OBJECTS	\$ 26,000.00
029 S-1	Additional Funds	\$ 49,800.00

Bolded Construction Change Orders approved since the last reporting to the Metro Valley Study Sessions Committee

Amounts shown in parentheses represent a credit to the Agency

030	ROCK BLANKET CREDIT	\$ (74,957.08)
032	LANE CLOSURE CHARTS CHANGE	\$ 0.00
033	DS-25 MODIFICATIONS	\$ 38,500.00
034	ADJUSTMENT OF ITEM OVERRUNS	\$ 27,111.10
036	Change in Retaining Wall Type	\$29,883.70
038	Claim Settlement for Differing Site Conditions	\$ 26,400.00
040	DS-1 MODIFICATIONS	\$ 14,000.00
041	TREE REMOVAL AND WATER LINE	\$ 8,500.00
042	RELOCATION OF GAS AND WATER SERVICES	\$ 12,200.00
043	ADA Requirements on Bridge Sidewalk	\$ 26,000.00
043 S-1	Time Adjustment	\$ 0.00
044	Eliminate Rapid-Set Concrete on # 4 lanes	\$ 86,614.00
045	Additional Concrete Swale along RW 795	\$ 9,200.00
046	Fencing and Gates along Residential Properties	\$ 27,247.00
047	Additional Rock Blanket at Bridge Abutment	\$27,000.00
048	Curb and Sidewalk at SW corner Valley/Citrus	\$ 5,200.00
050	MULBERRY CHANNEL ACCESS RAMP	\$ 45,778.00
051	STREET LIGHT POLE BASES	\$ 8,159.00
052	Revise Curb ramps, sidewalks & Ped Buttons for ADA	\$15,000.00
054	I-10 MEDIAN PAVING	\$ 44,500.00
056	Misc. work not covered by contract items	\$40,000.00
057	Concrete Pavement Just-In-Time Training	\$ 1,500.00
058	NOPC No. 6 Resolution	\$ 63,000.00
059	TRAFFIC SIGNAL EQUIPMENT AT SLOVER & VALLEY	\$ 59,787.00
060	Caltrans Safety comments EB on ramp	\$ 35,000.00
061	Remove Pedestrian Crossing features	\$35,000.00
CCO TOTAL		\$ 860,690.87
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$5,726,000.00

I-10 Cherry Interchange – Executed Change Orders		
Number	Description	Amount
1	Additional Traffic Control System	\$35,000.00
2	Maintain Existing Irrigation System	\$5,000.00
2 S-1	Additional Funds	\$25,000.00
3	Water Pollution Control Maintenance Sharing	\$20,000.00
4	Additional Striping and Temporary Pavement	\$30,000.00
4 S-1	Additional Striping - Supplement 1	\$15,000.00
4 S-2	Additional Striping – Supplement 1	\$ 30,000.00
5	SWPPP Change of Risk Level	(\$39,090.00)
6	Dispute Review Board	\$15,000.00
7	Partnering	\$20,000.00
8	Compliance with Right-of-way Obligations	\$60,000.00
8 S-1	Compliance with Right-of-way Obligations – Suppl. 1	\$60,000.00
8 S-2	Compliance with Right-of-way Obligations – Suppl. 2	\$100,000.00
9	Graffiti removal	\$15,000.00
9 S-1	Graffiti removal – Supplement 1	\$25,000.00
10	Maintain Existing Electrical System	\$10,000.00
10 S-1	Maintain Existing Electrical System – Supplemental 1	\$20,000.00
11	Spillway Drainage Connection to DS-1	\$25,000.00
11 S-1	Spillway Drainage Connection to DS-1 – Sup. 1	\$13,000.00
11 S-2	Additional Funds	\$18,000.00
12	Temporary Light Poles	\$20,000.00

Bolded Construction Change Orders approved since the last reporting to the Metro Valley Study Sessions Committee

Amounts shown in parentheses represent a credit to the Agency

13	Remove Existing Sign Structure	\$10,260.00
14	Compensation for Row Obstruction (Leach Tank)	\$10,780.00
15	Revision to Contract Special Provisions for Remove Tree	\$0.00
16	RW 680 Footing Modifications	(\$21,490.00)
17	Remove Existing Asbestos Pipe	\$10,797.00
19	Regular PCCP in lieu of Rapid Set Concrete	(\$152,296.00)
18	Realign 96" RCP	\$49,991.01
20	Driveway for Truck Stop Facility	\$0.00
21	Remove Tree Item Adjustment	\$103,187.55
22	Change in Alignment for SW 697	\$0.00
23	Modified Concrete Barrier for Light Poles	\$25,000.00
23 S-1	Additional Funds	\$35,000.00
24	Removal and Disposal of Man-made Buried Objects	\$5,000.00
24 S-1	Additional Funds	\$55,000.00
25	Additional Grout at Sound wall 697	\$5,000.00
26	New Drainage System at RW 33	\$5,199.50
27	Modifications to Drainage System No. 1 channel wall	\$21,477.30
28	Just-In-Time-Training	\$1,110.00
29	Maintain Existing Drainage System	\$20,000.00
29 S-1	Additional Funds	\$30,000.00
30	Modifications to Drainage Systems	(\$115,480.50)
31	Payment to Edison	\$10,000.00
32	Various Unforeseen Additional Work	\$30,000.00
32 S-1	Additional Funds	\$30,000.00
33	Electrical Revisions for MSE wall	\$46,447.28
35	Increase in Various Items	\$73,234.66
36	Joint Armor for Bridge Sidewalks	\$13,000.00
37	Revisions to Rock Blanket Thickness	(\$154,335.02)
37 S-1	Replace Rock Blanket with 2 1/2 " Gravel	(\$23,100.00)
38	Revise SP's for Payment for Removal of Temp. Striping	\$20,000.00
40	Rush Truck Center Parking Lot	\$45,000.00
42	Pedestrian Access to Bridge	\$20,000.00
43	Type 60C Barrier and Shotcrete along W/B off ramp	\$35,000.00
45	Lower Fiber Optics & Drainage Systems for Roadway	\$60,461.12
46	Temp. Electrical feed for Street Lighting for Stage 1A	\$17,000.00
51	Traffic Signal Equipment for Slover and Valley	\$71,082.80
54	Stage 3B Construction Changes	(\$45,206.82)
54 S-1	Additional Stage Construction Changes	(\$104,722.20)
CCO TOTAL		\$764,307.68
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$5,282,319.79

Attachment: CCO Logs (1548 : Construction Contract Change Orders MVSS1548)

Palm Avenue Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Delayed Start	\$ 0.00
1 S-1	Partial Suspension of Work due to Utility Delays	\$ 0.00
2	Additional Hoop rebar for CIDH Piles	\$ 1,310.00
3	Additional SWPPP Measures and SWPPP Maintenance	\$ 50,000.00
3 S-1	Additional Funds	\$ 11,406.00

Bolded Construction Change Orders approved since the last reporting to the Metro Valley Study Sessions Committee

Amounts shown in parentheses represent a credit to the Agency

4	Additional Traffic Control	\$ 25,000.00
5	Modify Contract language to remove Barstow	\$ 0.00
6	Modification to City Water Line	(\$ 8,750.00)
6 S-1	Modification to City Water Line	\$ 0.00
6 S-2	Additional Funds	\$ 14,922.14
7	Temporary Drainage System	\$ 10,000.00
8	Revisions to Denny's, Cross Slope and Detour	\$ 71,027.00
8 S-1	Additional Funds	\$3,500.00
9	Relocate Existing Pole Gate	\$ 4,242.00
10	Various Electrical Changes	\$39,600.00
11	Wrought Iron Fence Substitution	(\$ (5,000.00))
12	Water Meter Installation	\$ 24,514.00
13	Dispute Resolution Advisor	\$ 15,000.00
14	Cable Railing for Headwalls & Wing-walls	\$ 3,750.00
15	Electrical Services	\$ 50,000.00
16	VECP for Retaining Wall Elimination	\$(65,686.51)
17	Transition Barrier Railing @ BNSF R/W	\$ 5,263.25
18	Curb & Gutter near Edison Pole	\$ 30,000.00
19	Chain Link Fence Details on Bridge	\$ 1,050.50
20	Bridge Deck Profilograph	\$1,540.00
22	Increase in Temporary Striping and Potholing	\$ 16,715.50
CCO TOTAL		\$ 299,403.88
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,254,317.50

I-10 Tippecanoe Avenue Phase 1 – Executed Change Orders		
Number	Description	Amount
1	Maintain Auxiliary Lane	\$27,010.00
2	Removal of Trees Along Tippecanoe Avenue	\$16,753.74
3	Traffic Control	\$10,000.00
3 S-1	Additional Funds	\$ 13,385.35
3 S-2	Additional Funds	\$3,934.77
4	Partnering	\$15,000.00
5	Dispute Review Board	\$15,000.00
6	Graffiti Removal	\$4,000.00
7	Removal of Man-Made Buried Object	\$10,000.00
8	Expediting Construction of Pier 2 Wall and Channel Invert Per ACOE Direction	\$3,000.00
8 S-1	Additional Funds	\$4,635.53
9	Expediting Modification of RCB Connection to San Timoteo Creek Wall Per ACOE Direction	\$19,435.00

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9 S-1	Additional Funds	\$7,430.43
9 S-2	Additional Funds	\$8,584.51
10	Shared Maintenance of SWPPP Components	\$15,000.00
11	Roadway Repairs Caused by Public Traffic	\$5,000.00
12	Maintain Existing Planting and Irrigation Systems	\$10,000.00
12 S-1	Supplement #1 to CCO #12	\$16,000.00
12 S-2	Additional Funds	\$20,000.00
13	Modify Drainage Detail #11	\$4,607.18
14	Restriping Tippecanoe Ave. And Anderson St.	\$16,809.40
14 S-1	Traffic Control Plan for Restriping	\$1,310.00
15	Disposition of ADL Soil	\$137,620.00
15 S-1	Traffic Control Plan	\$10,000.00
15 S-2	Disposition of ADL Soil – Extra Work at Force Account	\$209,580.00
15 S-3	Additional Time Related Overhead for Change Order #15 and Change Order #16	\$73,170.00
15 S-4	Additional Funds for SWPPP Maintenance	\$10,000.00
15 S-5	Time Extension and TRO Costs	\$44,607.30
15 S-6	Final Determination of ADL Costs	\$85,000.00
16	Increase/Decrease in Retaining Wall Material	\$72,240.00
16 S-1	Additional Quantities for Retaining Wall Material	\$51,786.28
17	Temporary Fiber Optic Change	\$20,554.27
18	Modify Drainage Detail 18A and 18D	(\$1,386.69)
18 S-1	Additional Funds	\$271.69
18 S-2	Additional Funds	\$723.56
19	Differing Site Conditions – San Timoteo Creek Bridge – Abutment #1	\$7,000.00
20	Maintain Existing Electrical Systems	\$15,000.00
20 S-1	Additional Funds	\$29,917.67
20 S-2	Additional Funds	\$6,580.62
21	Elimination of Item #51	(\$3,000.00)
23	Removal of Additional Trees – Resolution of NOPC 1-11- 02-13	\$32,666.76
24	Replacing JPCP and LCB with Rapid Set JPCP and Rapid Set LCB	\$20,005.77
25	Revision of Staging Plans	\$9,778.20

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26	Weekend Closures on I-10 Tippecanoe EB Off-Ramp	\$0.00
27	Mitigation of Low R-Values Inside ADL Section	\$25,000.00
27 S-1	Supplement 1 – Mitigation of Low R-Values Inside ADL Section	\$15,000.00
27 S-2	Additional Funds for Cap Soil	\$10,332.55
27 S-3	2 Day Increase in Contract Time	\$0.00
28	Mitigation of Low R-Values Outside ADL Section	\$80,000.00
28 S-1	Additional Funds	\$6,826.46
29	Rebar Couplers for San Timoteo Creek Bridge Closure Pour	\$32,000.00
30	Pedestrian Push Button Assembly	\$5,000.00
31	Replacement of Liquid Asphalt (Prime Coat) with Slow Setting Asphaltic Emulsion	\$0.00
32	Change from LCB and JPCP to LCB RS and JPCP RS at Ramp Termini	\$35,308.60
33	Replacement of Concrete Curb on Street and Off-Ramp	\$3,684.00
33 S-1	Additional Funds	\$1,651.85
34	Modification of DRB Agreement – Position Paper Due Dates	\$0.00
35	Placement of Class II Aggregate Base on Tippecanoe Off-Ramp	\$38,500.00
35 S-1	Additional Funds	\$16,000.00
35 S-2	Additional Funds	\$10,331.48
35 S-3	Additional Funds	\$3,459.50
37	Additional Material, equipment, labor, TC, etc. Weekend Work	\$12,399.45
37 S-1	Additional Funds	\$735.48
38	Additional Cold Plane AC	\$780.00
39	Contingency Temporary Striping	\$20,638.00
40	Drainage behind RW 220	\$5,000.00
40 S-1	Additional Funds	\$1,000.00
41	Electrical Work Stage 3	\$10,000.00
41 S-1	Specification Changes	\$0.00
41 S-2	Additional Funds	\$3,931.73
42	Removal of Tree Stump	\$2,000.00
43	Addition of One Non-compensable Day	\$0.00
44	Barrier Rail Removal	\$3,635.21
45	Temporary Delineation Maintenance	\$3,500.00

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46	Additional Depth of Rock Blanket	\$9,402.94
47	Final Resolution Regarding Project Delays, TRO, LD's	\$208,318.36
TOTAL		\$1,643,446.95
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,706,154.20

Hunts Lane Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Under-sidewalk Drains and Drainage Call-Outs	(\$1,100.00)
2	Install Temporary AC Sidewalk South of the RR tracks	\$6,423.00
3	Maintain Existing Electrical	\$10,000.00
3 S-1	Maintain Existing Electrical	\$20,000.00
4	Manmade Buried Objects	\$80,000.00
4 S-1	Manmade Buried Objects	\$40,000.00
5	Extend Underground Utilities at Oliver Holmes	\$15,446.68
6	Maintain Traffic	\$20,000.00
6 S-1	Maintain Traffic	\$20,000.00
7	Partnering	\$5,000.00
8	DRB	\$10,000.00
9	Trainee	\$5,000.00
10	60" Casing Thickness Increase	\$16,438.80
11	Substitute Cast-in-place with Precast Reinforced Concrete Box (RCB)	\$0.00
12	Retaining Wall No. 7 Alignment	(\$2,535.00)
13	Temporary Business Signage	\$5,000.00
14	Pedestrian Sidewalk	\$10,000.00
15	MSE Wall Design Methodology	\$0.00
16	Additional AT&T Work	\$25,500.00
17	16" Waterline Tie-in	\$12,700.00
18	SCE Utility Work Deduction	(\$59,415.80)
19	Drainage Ditch at Club Center Drive	\$10,975.00
20	AT&T Shift for Jacking Pit	\$20,000.00
21	Combination of Stages	\$0.00
22	Temporary Sewer Tie-in	\$70,000.00
22 S-1	Temporary Sewer Tie-in	\$40,000.00
23	Temporary Water Tie-in	\$37,000.00
23 S-1	Temporary Water Tie-in	\$50,000.00
24	Decatur Irrigation Rebuild	\$15,000.00
25	Striping Changes	\$0.00
26	Move Jacking Pit	\$10,000.00
26 S-1	Move Jacking Pit	\$30,000.00
27	Hunts Ln Drainage Change	\$18,462.00

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28	Emergency Access Structure Waterproofing	\$7,000.00
29	CIDH Lap Splicing	\$5,216.10
30	Temporary Traffic Delineation Removal	\$2,365.00
31	Reimburse Pilot Bore	\$27,680.21
34	Additional Sewer Manhole	\$8,900.00
43	Plant Establishment Type Change	\$0.00
45	Additional WD's for Jack & Bore	\$0.00
47	Additional Type CF Service Cabinet	\$3,520.00
48	Landscaping Reduction	\$6,526.20
49	Closure Panels at MSE Wall and Bridge	\$0.00
50	Shorter Street Light under Edison Lines	\$3,299.25
51	Profile Bridge Deck	\$2,500.00
52	Deletion of Cross Gutter	\$0.00
53	Drain Inlet For Adjacent Properties	\$6,500.00
54	Additional Potholing of Edison Facilities	\$15,000.00
55	Additional Chain Link Fence and Gates	\$7,150.00
55 S-1	Additional Funds	\$19,580.00
56	Removal of At-grade Crossing Equipment	\$20,000.00
57	Bollards	\$10,000.00
TOTAL		\$775,131.44
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$1,833,947.00

I-10 Riverside Avenue Landscaping – Executed Change Orders		
Number	Description	Amount
1	Additional Roadway Work and Roadside Signs	\$26,569.83
1 S-1	Drainage for Nuisance Water on W/B Shoulder	\$30,873.47
1 S-2	Returning Unused Funds to Contingency	(\$18,598.88)
2	Suspension of Work	\$0.00
3	Existing Irrigation System Deficiencies Corrections	\$5,000.00
3 S-1	Additional Funds	\$2,149.31
3 S-2	Returning Unused Funds to Contingency	(\$128.86)
3 S-3	Additional Funds for Rock Blanket Repairs	\$398.33
4	Saw cut Existing AC Pavement Edge	\$4,541.93
4 S-1	Returning Unused Funds to Contingency	(\$2,270.96)
5	Agency Compensation for Costs and Expenses Incurred by AWL Default	(\$102,000.00)
6	Remove SWPPP Reporting and Inspection Requirements	(\$653.20)
7	Remove/Replace Existing MBGR, Saw cut Existing AC Pavement, and Install Vegetation Control	\$34,873.11
8	Re-Stripe Riverside Avenue	\$29,500.33

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9	Delete Contract Item No. 52, 75mm Pressure Relief Valve	(\$950.00)
10	Install Rigid PVC Risers	\$4,250.00
11	Dispose of Rock from Irrigation Trenching Operations	\$10,000.00
11 S-1	Returning Unused Funds to Contingency	(\$7,718.45)
12	Reconstruction of AC Dike/Shoulder eastbound	\$59,012.59
12 S-1	Additional Funds	\$6,105.00
13	17 WD Time Extension to Cover Project	\$5,000.00
13 S-1	Returning Unused Funds to Contingency	(\$5,000.00)
CCO TOTAL		\$80,953.55
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$204,850.00

I-10 Riverside Avenue Landscaping EEP - Executed Change Orders		
Number	Description	Amount
1	Project Deficiencies Repairs	\$2,500.00
TOTAL		\$2,500.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$295,226.10

Laurel Street Grade Separation – Executed Change Orders		
Number	Description	Amount
1	Maintain Roadway and Maintain Traffic	\$ 20,000.00
2	Removal and Disposal of Buried Man Made Object	\$ 10,000.00
3	Revised City of Colton Electrical E-02	\$ 9,476.14
5	RJ&R and TCI Properties	\$ 47,966.00
6	Increase TWC size of vault	\$ 4,515.00
7	Compensate Contractor for Payment to AT&T Utility	\$ 109,740.02
8	36" Casing-Waterline	\$ 86,535.00
9	DRB	\$ 22,500.00
10	Different in cost 750mm wire in lieu of 500 mm	\$ 4,000.00
11	Increase depth of Colton Vault	\$ 25,000.00
12	Remove Existing SCRRA Materials	\$ 10,000.00
17	BNSF Shoofly Drainage	\$ 28,228.00
19	Additional Fire Protection Measures	\$ 11,794.62
19 S-1	Additional Funds	\$ 105,100.00
24	Irrigation Back-flow Substitution	\$ 0.00
33	3' Wide Pavement Transition	\$ 10,800.00

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35	Revised Hot Mixed Asphalt Specifications	\$ 0.00
36	Crude Oil Price Index Fluctuation	\$ 40,000.00
CCO TOTAL		\$ 545,654.78
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 2,754,187.72

SR-210 Segment 8 Landscaping EEP - Executed Change Orders		
Number	Description	Amount
	No Change Orders to Date	
TOTAL		
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 199,918.60

SR-210 Segment 10 Landscaping - Executed Change Orders		
Number	Description	Amount
1	Revise Irrigation Controller Equipment	\$6,248.25
2	Increase cost for Water Meter	\$14,832.70
3	Shared Water Pollution Control Costs	\$6,000.00
4	Install ICC Enclosure	\$2,500.00
5	Repair Existing Irrigation Facilities	\$3,000.00
6	Repair Slope Damage	\$35,000.00
6 S-1	Repair Slope Damage - Time Adjustment	\$0.00
7	Increase Water Rates	\$2,500.00
7 S-1	Increase Water Rates	\$1,948.78
8	Time Adjustment - Water Meter Repair by WVWD	\$0.00
9	Frost Damage	\$7,500.00
10	Wild Flower Seeding	\$13,107.58
11	Foliage Protector Removal	\$10,000.00
11 S-1	Foliage Protector Removal - additional funds	\$25,000.00
11 S-2	Foliage Protector Removal - additional funds	\$20,000.00
11 S-3	Foliage Protector Removal - additional funds	\$8,834.70
12	Final Item adjustment	\$0.00
13	Detention Basin Clearing	\$3,658.41
TOTAL		\$160,130.42
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$239,090.00

Attachment: CCO Logs (1548 : Construction Contract Change Orders MVSS1548)

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SR-210 Segment 11 Landscaping - Executed Change Orders		
Number	Description	Amount
2	Install Roadside Signs	\$1,955.96
3	Water Meter Fee Adjustment	\$41,729.38
3 S-1	Additional Funds	\$6,515.39
4	Locate Existing Crossovers	\$30,000.00
5	Install Irrigation Crossovers	\$40,000.00
5 S-1	Install Irrigation Crossovers	\$5,965.81
6	Traffic Control	\$5,000.00
7	Install Wireless Communication	\$7,237.60
8	Repair Slipped Slope	\$64,844.08
8 S-1	Addition of 10 Working Days to Contract Time	\$0.00
9	Remove Man-made Objects	\$10,000.00
10	Wildflower Seed Change	\$0.00
11	Rock Blanket & V-ditch	\$80,000.00
13	Additional 1.5" Electrical Conduit	\$8,971.96
14	Shared cost for Fiber Optic Repairs	\$950.00
15	Slope Paving Repairs	\$12,000.00
TOTAL		\$315,170.18
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$445,031.83

SR-210 Segment 9 & 10 Landscaping EEP - Executed Change Orders		
Number	Description	Amount
1	Irrigation Controller Repair	\$616.43
2	Additional Irrigation Controller Replacement	\$1,019.17
TOTAL		\$1,635.60
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$295,226.10

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
001-S7	Traffic Control – Additional Funds	\$7,610.13
002	Establish a DRB	\$35,000.00

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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
005-S6	Maintain Existing Electrical – Time Deferment, 4 days	\$0.00
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
011-S7	Buried Man-Made Object – Time Deferment	\$0.00
011-S8	Buried Man-Made Object – Additional Funds	\$2,594.59
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

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016	Change to Precast Girders at Redlands Loop	\$0.00
017	Temporary Fiber Optic	\$12,605.00
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
018-S8	Repair Roadway – Additional Funds	\$17,459.60
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	\$40,000.00
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
034-S4	Modify DS-17 and DS-19 – Time Deferment	\$0.00
035	Change Incandescent ‘Meter On’ Signs	\$2,547.55

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036	Strengthen Outside Shoulder	\$29,789.00
037	Protect Arco Station Sign and Greenbelt	\$10,000.00
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
042-S3	SB I-215 Detour North of 16 th Street – Time Deferment	\$0.00
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	\$113,909.31
062-S4	New NPDES Permit – order No. 2009-0009-DWQ, Add'l Funds	\$332,960.00

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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	\$90,000.00
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	\$75,000.00
068-S7	Modify Drainage Systems – Time Deferment	\$0.00
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 4 th Through 6 th – Additional Funds	\$40,625.22
069-S3	Stage Construction 4 th Through 6 th – Time Deferment	\$0.00
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
080	Delete Electrical & Cable Conduit Blockout & Casings at 9 th St Bridge	\$2,000.00
081	Increase Quantities for Bid Item #202 – Welded Steel Pipe Casing (Bridge)	\$39,480.00

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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
104-S1	Revised Layout for Type ‘R’ Approach Slab at Redlands Loop	\$0.00
105	Changes to Moment Barrier Slab Wall 117W	\$77,228.78
106	Revised Pile Layout Abut 1 Baseline Stage 2	\$80,476.19
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

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Amounts shown in parentheses represent a credit to the Agency

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
111-S3	Regrade and Concrete Line Earthen Ditches on the West Side of BNSF ROW – Time Deferment	\$0.00
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
121-S5	Utility Markers and Installation For Caltrans Pull Boxes – Additional Funds	\$22,324.69
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

Bolded Construction Change Orders approved since the last reporting to the Metro Valley Study Sessions Committee

Amounts shown in parentheses represent a credit to the Agency

Attachment: CCO Logs (1548 : Construction Contract Change Orders MVSS1548)

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
127-S2	Replace Damaged Existing PCCP Slabs – Time Deferred	\$0.00
128	Drainage at Retaining Wall 242A	\$69,122.75
128-S1	Drainage at Retaining Wall 242A	\$16,129.25
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
129-S2	Polyester Concrete Overlay at Rialto Ave Bridge – Time Deferment	\$0.00
130	Slope Paving at 16 th Street	\$17,118.80
130-S1	Settlement of NOPC No. 29 – Barrier at Trenton	\$9,000.00
131	Settlement of NOPC No. 7 – Settlement Embankment	PENDING
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 Texture 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

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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	\$74,290.00
150-S1	Roadside Signs – Time Deferred	\$0.00
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'	\$172,473.82
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
158-S3	"5SE" Gore Modification – Time Deferment	\$0.00
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
161-S1	Irrigation Crossover at NB Highland Ave Off Ramp – Additional Funds	\$174.27
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	(\$23,072.29)
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

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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
173-S1	Additional Soffit Lighting at 2 nd Street Bridge – Time Deferment	\$0.00
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
175-S3	Hubbard State ROW Adjustment – Time Deferment	\$0.00
175-S4	Concrete Barrier Right of ‘P’ Line, Additional Funds	\$2,219.07
176	Delete Type 60G Barrier in Seg. 1	(\$7,000.00)
176-S1	Delete Type 60G Barrier in Seg. 1 – Time Deferment	\$0.00
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
178-S2	Railing at ‘P’ Line and ‘R’ Line – Time Deferment	\$0.00
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
180-S2	Drainage Improvements at 3 rd St and ‘3SE’ Line – Time Deferment	\$0.00
181	New Sign Panels on Existing Sign Structures at 5 th St OC	\$15,000.00
181-S1	New Sign Panels on Existing Sign Structures at 5 th St OC – Time Deferment	\$0.00
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
186-S1	Payment for Barrier Mounted Signs – Time	\$0.00

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	Deferment	
187	Adjust Overhead Sign 'Q' at Baseline	\$45,000.00
187-S1	Adjust Overhead Sign 'Q' at Baseline – Time Deferment	\$0.00
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
188-S2	Block Out Around MBGR Posts per New Standard – Time Deferment	\$0.00
189	SR259 Median Removal and Tie-In	\$45,000.00
189-S1	SR259 Median Removal and Tie-in, Add'l Funds	\$14,333.28
189-S2	SR259 Median Removal and Tie-In – Time Deferment	\$0.00
190	Decrease Bid Item No. 110 - Grind Existing Concrete Pavement	(\$78,867.60)
191	Seal Joints in Existing Concrete Pavement	\$30,000.00
191-S1	Seal Joints in Existing Concrete Pavement – Time Deferment	\$0.00
192	Additional Drainage Swale Along BNSF Right of Way	\$113,234.71
192-S1	Additional Drainage Swale Along BNSF Right of Way – Time Deferment	\$0.00
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	\$28,489.18
193-S2	Payment for Laminated Box Beam Sign 2-20-5 & 6 – Time Deferment	\$0.00
194	Modifications to Existing Electrical Systems due to Contract Work	PENDING
195	Add Drainage Inlet Type G-2 at Sta. 133+45	\$15,000.00
195-S1	Add Drainage Inlet Type G-2 at Sta. 133+45 – Time Deferment	\$0.00
196	Spandrel, Curb & Gutter N. Side of 9th & J Street	\$15,000.00
196-S1	Spandrel, Curb & Gutter N. Side of 9th & J Street – Time Deferment	\$0.00
196-S2	Spandrel, Curb & Gutter N. Side of 9th & J Street, Additional Funds	\$6,158.27
197	ADA Requirements for Curb Ramps	\$30,000.00
197-S1	ADA Requirements for Curb Ramps – Time Deferment	\$0.00
198	Delete Slope Paving at 16th St Bridge, Abut 7	(\$26,152.50)
199	SR-259 Cross Sections	\$75,000.00
199-S1	SR-259 Cross Sections – Time Deferment, 114 Days	\$0.00
200	Adjust Bid Item No. 49 – Adj. Water Valves to Grade	(\$3,850.11)
201	Adjust Final Pay Items Nos. 137 & 216	\$20,506.90

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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)
209	Increase Bid Item No. 2 – Temporary Fence	\$8,403.75
210	Increase Bid Item No. 27 – Remove Chain Link Fence	\$33,914.64
211	Decrease Bid Item Nos. 28, 191, and 252(F)	(\$9,097.00)
212	Mulch Remedy	\$10,000.00
212-S1	Mulch Remedy – Time Deferment, 4 Days	\$0.00
213	Increase Bid Item No. 254 and 255	\$119,505.75
214	Increase Bid Item No. 236; Decrease Bid Item No. 237	\$10,400.00
215	Adjust Bid Item No. 99 – Aggregate Base (Approach Slab)	\$4,701.38
216	Adjust Bid Item No. 109 – Seal Longitudinal Isolation Joint	(\$48.91)
217	Adjust Bid Item No. 19 – Type III Barricade	(\$466.40)
218	Adjust Bid Item No. 182 – Install Sign (Strap and Saddle Bracket Meth.)	(\$80,296.64)
219	Adjust Bid Item No. 52 – Remove Concrete (Sidewalk and Cross Gutter)	\$19,220.68
TOTAL		\$16,989,549.76
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$18,871,980.00

I-15 Base Line Interchange - Executed Change Orders		
Number	Description	Amount
1	Maintain Traffic	\$50,000.00
2	Partnering	\$22,000.00
3	Dispute Resolution Board (DRB)	\$15,000.00
TOTAL		\$87,000.00
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$2,235,012.00

Bolded Construction Change Orders approved since the last reporting to the Metro Valley Study Sessions Committee
Amounts shown in parentheses represent a credit to the Agency

Minute Action

AGENDA ITEM: 3

Date: January 15, 2015

Subject:

Major Project Overview

Recommendation:

Receive an overview update of the Major Projects Program.

Background:

The Proposition 1B Major Projects, which consist of projects funded by the CMIA program and the TCIF program, are either completed or under construction. Given this, and since it is the start of a new year, staff thought it would be an opportune time to provide an overview of the Major Project Program at a program level. This overview probably should have occurred before we provided you at the last few Metro Valley Study Sessions with project specific updates on the various major projects under construction.

Currently, 37 projects are under development for a total value of \$5 Billion. Fourteen projects have received \$354 Million of Proposition 1B funds, with a total project value of \$1.29 Billion. And nine major projects, at a value of \$817 Million have been completed and opened to the public in the last five years.

Financial Impact:

This item imposes no financial impact.

Reviewed By:

This item is also scheduled for review by the Mountain/Desert Policy Committee on January 16, 2015.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Board of Directors Metro Valley Study Session
 Date: January 15, 2015

Witnessed By:

Entity: CTA, CTC

Minute Action

AGENDA ITEM: 4

Date: *January 15, 2015*

Subject:

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

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

Adopt Policy No. 40023, Determination of Proportional Shares of State and Federal Funds between Subareas, concerning the distribution and monitoring of State and Federal funds between Subareas.

Background:

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

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

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

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

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

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

Entity: CTC

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

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

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

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

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

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

In consideration of the principles above, staff has developed a proposed distribution policy, included as Attachment 1, for approval by the Board that monitors State and Federal funds distribution at a pooled level and that relies on current Board-adopted policies regarding the distribution of State and Federal funds where those exist, defines new formulas for certain funds, and allows the Board to develop fund-specific distributions for future fund sources that may

arise. The proposed policy has received concurrence from both the TTAC and the CCMTAC after multiple workshops and presentations throughout 2014. Below are some highlights of the proposed policy and major areas of discussion during development of the proposed policy.

General Policies

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

Apportionment Formulas Created by the Policy

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

assumed to be available in the past (although when the mileage factor is applied it is only about a 2% difference in share); and

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

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

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

Data to be Maintained per the Policy

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

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

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

Financial Impact:

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

Reviewed By:

This item is scheduled for review by the Mountain/Desert Policy Committee on January 16, 2015. The draft policy has been reviewed and concurred with by the Transportation Technical Advisory Committee on September 29, 2014, and the City/County Manager Technical Advisory Committee on October 2, 2014.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors Metro Valley Study Session
Date: January 15, 2015

Witnessed By:

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

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

Table of Contents
Purpose References Definitions Policies for the Proportional Distribution of State and Federal Funds between Subareas Revision History

I. PURPOSE

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

II. REFERENCES

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

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

A. General Policies

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

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

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

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

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

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

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

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

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

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

B. Determination of Proportional Shares – Specific Sources

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

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

C. Tracking Proportional Shares and Allocations

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

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

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

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

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

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

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

V. REVISION HISTORY

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

State and Federal Fund Equity Distribution Principle Analysis

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

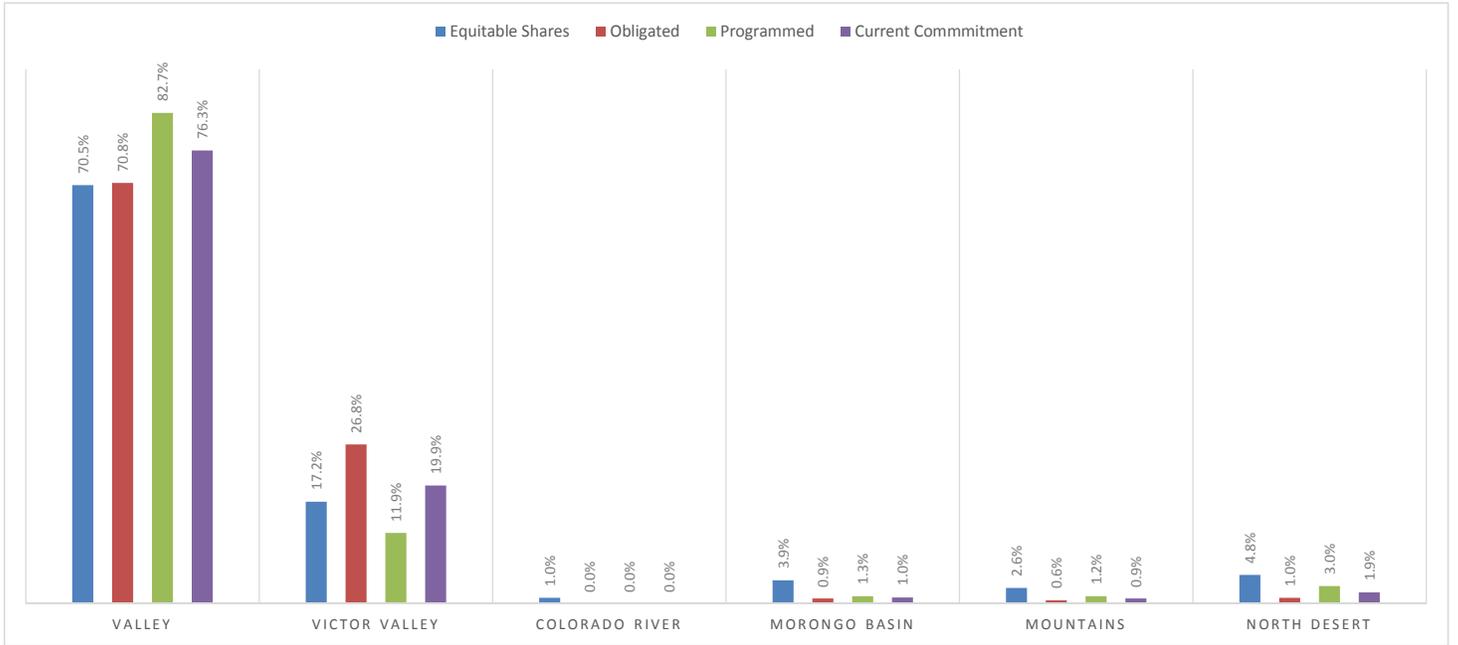
	Target Share %		Commitments				Share Difference			
	Fund-Specific Formula		Obligations		Programmed		Obligations+Programmed			
	Formula	2010-2040	Formula	Since 2010	Formula	through 2023	Formula	Since 2010		
STP										
Population-Based, Specific Urban areas/Rural splits										
Valley	77.7%	\$527,978,451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

Attachment: Attachment 2 - State-Fed Dist. Calculations (1566 : Proportional Distribution of State and Federal Funds)

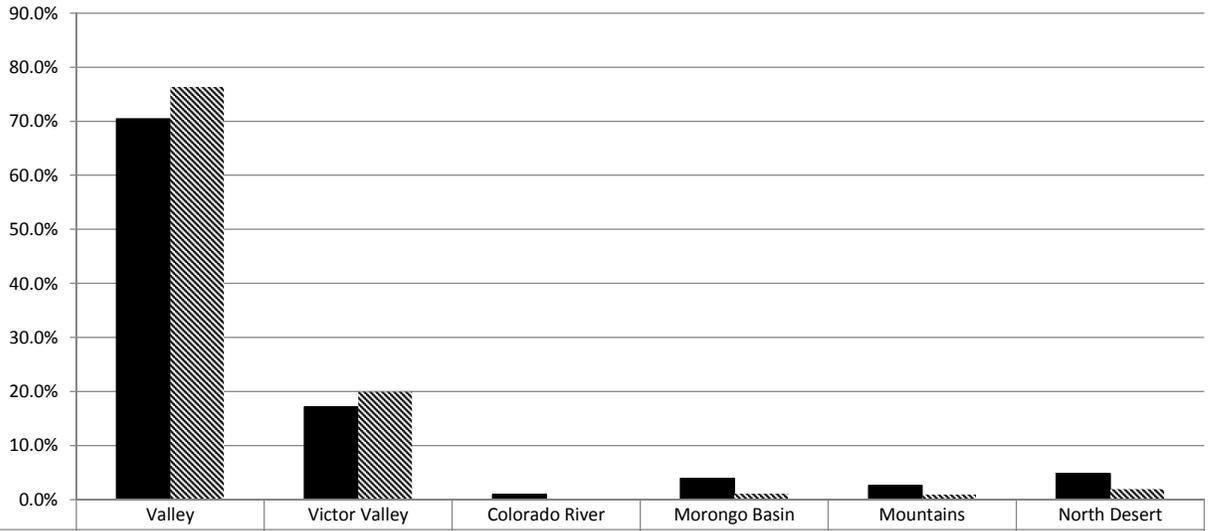
(DRAFT - For Illustrative Purposes Only - Some Formulas and Calculations Must Be Verified!)

ATTACHMENT 3

Equitable Shares vs Current Commitment Detail



Equitable Shares vs Current Commitments



	Valley	Victor Valley	Colorado River	Morongo Basin	Mountains	North Desert
Equitable Shares	70.5%	17.2%	1.0%	3.9%	2.6%	4.8%
Current Commitment	76.3%	19.9%	0.0%	1.0%	0.9%	1.9%

■ Equitable Shares ▨ Current Commitment

Attachment: Attachment 3 - State-Fed Dist Summary (1566 : Proportional Distribution of State and Federal Funds)

Minute Action

AGENDA ITEM: 5

Date: *January 15, 2015*

Subject:

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

Recommendation:

That the following be reviewed and recommended for final approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting.

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

Background:

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

Entity: CTC

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Fund, AB 2766 called for the creation of the Mobile Source Air Pollution Reduction Review Committee (MSRC), which would develop a Work Program for evaluating programs, would evaluate said programs, and would make a final recommendation to the SCAQMD Governing Board as to which programs and/or projects would be funded.

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

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

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

Table 1. MSRC Call for Projects Application Rankings

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

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

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

Financial Impact:

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

Reviewed By:

This item was reviewed by the Transportation Technical Advisory Committee on January 5, 2015. This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the draft agreements.

Responsible Staff:

Vanessa Jezik, Transportation Programming Analyst

Approved
Board of Directors Metro Valley Study Session
Date: January 15, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. C 15-1001100 Amendment No. 0

By and Between

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

Contract Description Funding Agreement with SCAQMD for local awarded projects.

Board of Director's Meeting Date: February 4, 2015
Overview of BOD Action: Approve funding agreement and disburse funds to local jurisdictions for approved projects.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

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

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

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

FINANCIAL INFORMATION

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

A Budget Amendment is required.

How are we funding current FY? This is a receiveable contract, the funding is coming from SCAQMD Clean Transportation Funding.

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name) _____

Signature _____

Date _____

Task Manager (Print Name) _____

Signature _____

Date _____

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

Signature _____

Date _____

Contract Administrator (Print Name) _____

Signature _____

Date _____

Chief Financial Officer (Print Name) _____

Signature _____

Date _____



**South Coast
Air Quality Management District**



Contract No. MS14072

AB 2766/MSRC SIGNAL SYNCHRONIZATION PARTNERSHIP PROGRAM CONTRACT

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

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

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

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

Attachment: SANBAG SCAQMD agreement with revised insurance section (1449 : SCAQMD MSRC Funding Agreement)

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

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

10. INSURANCE

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

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

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

13. PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SAN BERNARDINO ASSOCIATED GOVERNMENTS

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

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

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

By: Barbara Banzel

//MSRC Master Boilerplate
Revised April 10, 2014

Attachment: SANBAG SCAQMD agreement with revised insurance section (1449 : SCAQMD MSRC Funding Agreement)

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

1. Project Elements

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

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

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

2. Promotion

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

3. Reports

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

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

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

4. Project Schedule

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

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

Attachment: SANBAG SCAQMD agreement with revised insurance section (1449 : SCAQMD MSRC Funding Agreement)

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

Cost Breakdown

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

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

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

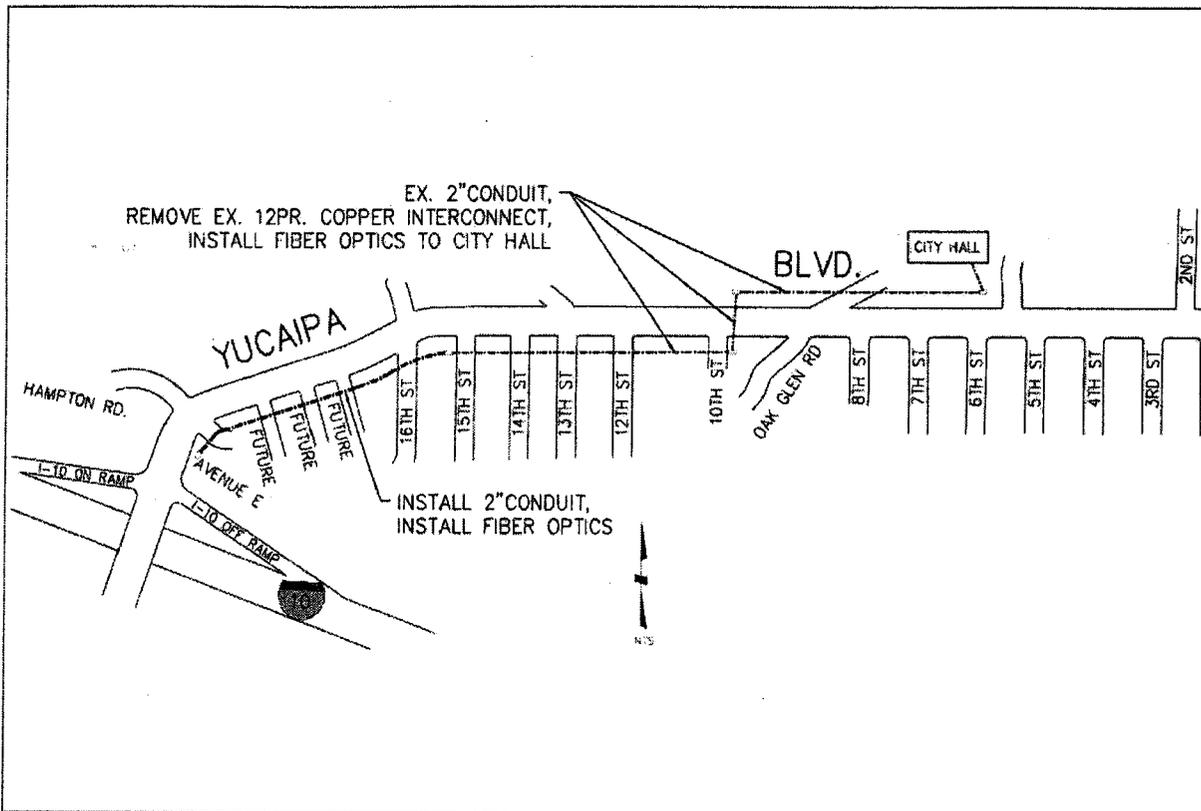
**Attachment 3
Supporting Documentation
San Bernardino Associated Governments
Contract Number MS14072**

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

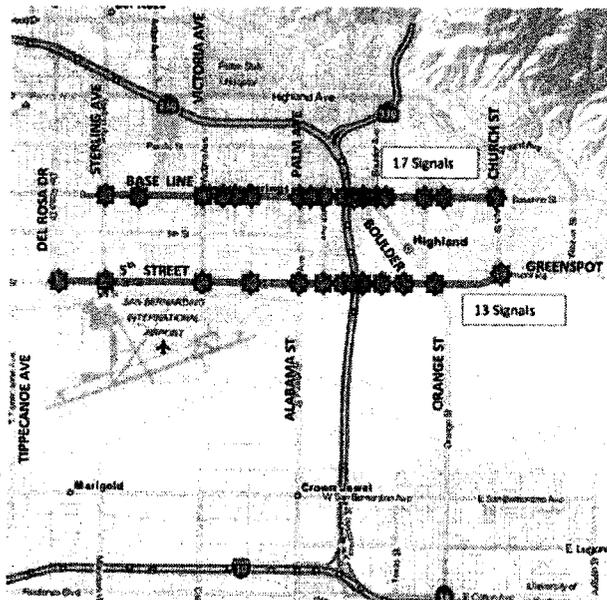
1. Yucaipa Boulevard Locations
2. Baseline/5th/Greenspot Locations
3. Five Corridors Locations
4. Mt. Vernon/Washington Locations
5. Rancho Cucamonga/Caltrans Signals Locations

Attachment 3 Supporting Documentation San Bernardino Associated Governments Contract Number MS14072

1. Yucaipa Boulevard Locations



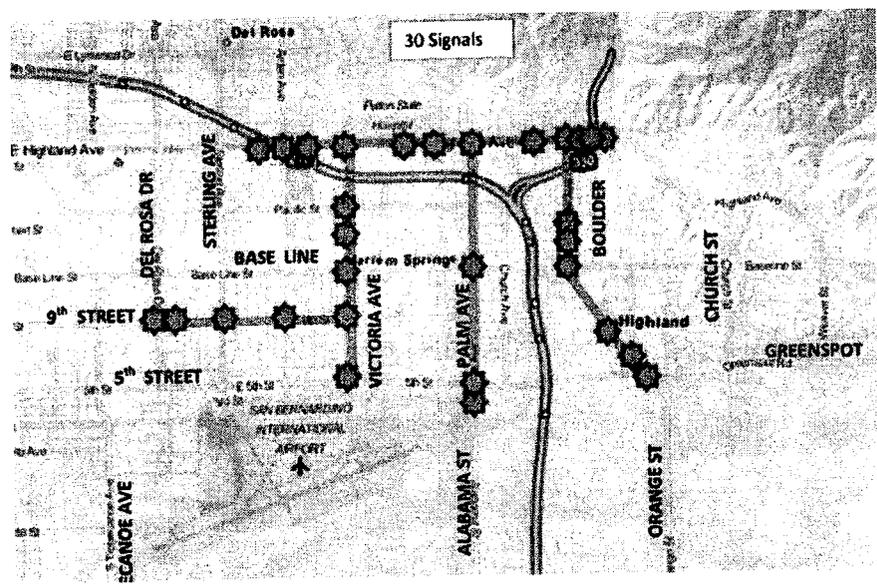
2. Baseline/5th/Greenspot Locations



Attachment: SANBAG SCAQMD agreement with revised insurance section (1449 : SCAQMD MSRC Funding Agreement)

Attachment 3 Supporting Documentation San Bernardino Associated Governments Contract Number MS14072

3. Five Corridors Locations



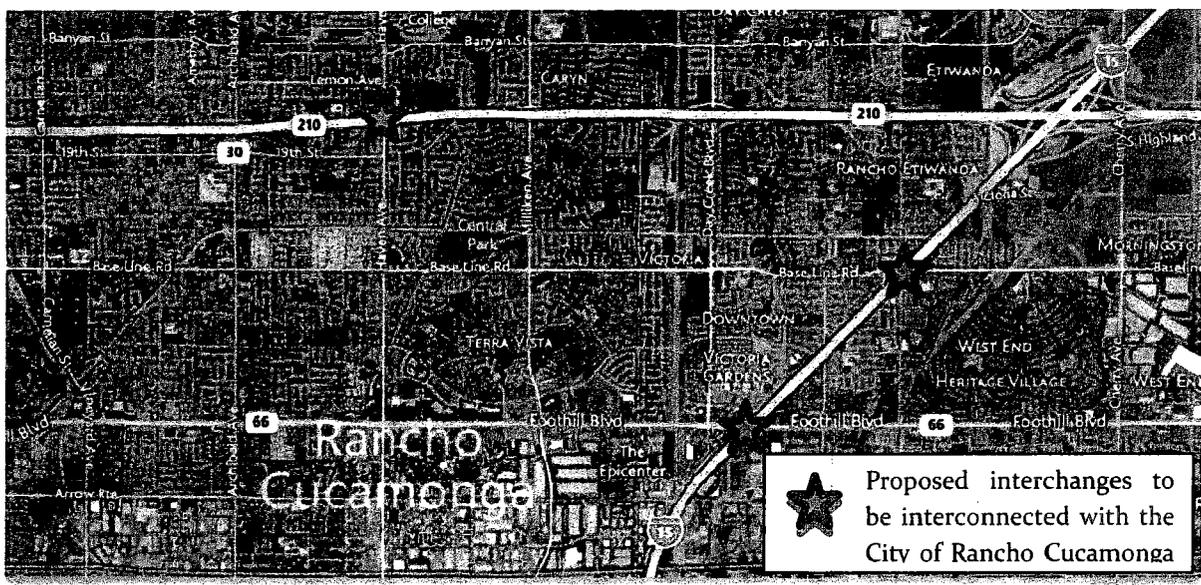
4. Mt. Vernon/Washington Locations



Attachment: SANBAG SCAQMD agreement with revised insurance section (1449 : SCAQMD MSRC Funding Agreement)

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

5. Rancho Cucamonga/Caltrans Signals Locations



Attachment: SANBAG SCAQMD agreement with revised insurance section (1449 : SCAQMD MSRC Funding Agreement)



CONTRACT SUMMARY SHEET

Contract No. 15-1001101 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Yucaipa

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

Board of Director's Meeting Date: Feb 4, 2015

Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

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

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

FINANCIAL INFORMATION

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

A Budget Amendment is required.

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

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name) _____

Signature _____

Date _____

Task Manager (Print Name) _____

Signature _____

Date _____

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

Signature _____

Date _____

Contract Administrator (Print Name) _____

Signature _____

Date _____

Chief Financial Officer (Print Name) _____

Signature _____

Date _____

CITY OF YUCAIPA
STATEMENT OF WORK

1. Project Elements

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

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

2. Promotion

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

3. Reports

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

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

4. Project Schedule

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

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

PAYMENT SCHEDULE

Cost Breakdown

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

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

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

Attachment: City Of Yucaipa - Scope Of Work MSRC (1449 : SCAQMD MSRC Funding Agreement)



CONTRACT SUMMARY SHEET

Contract No. 15-1001102 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Highland

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

Board of Director's Meeting Date: Feb 4, 2015

Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

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

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

FINANCIAL INFORMATION

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

A Budget Amendment is required.

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

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name) _____

Signature _____

Date _____

Task Manager (Print Name) _____

Signature _____

Date _____

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

Signature _____

Date _____

Contract Administrator (Print Name) _____

Signature _____

Date _____

Chief Financial Officer (Print Name) _____

Signature _____

Date _____

CITY OF HIGHLAND

STATEMENT OF WORK

1. Project Elements

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

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

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

2. Promotion

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

3. Reports

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

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

4. Project Schedule

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

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

Attachment: City of Highland - Scope of Work - MSRC (1449 : SCAQMD MSRC Funding Agreement)

PAYMENT SCHEDULE

Cost Breakdown

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

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

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



CONTRACT SUMMARY SHEET

Contract No. 15-1001103 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Chino

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

Board of Director's Meeting Date: Feb 4, 2015

Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

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

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

FINANCIAL INFORMATION

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

A Budget Amendment is required.

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

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name) _____

Signature _____

Date _____

Task Manager (Print Name) _____

Signature _____

Date _____

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

Signature _____

Date _____

Contract Administrator (Print Name) _____

Signature _____

Date _____

Chief Financial Officer (Print Name) _____

Signature _____

Date _____

CITY OF CHINO

STATEMENT OF WORK

1. Project Elements

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

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

2. Promotion

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

3. Reports

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

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

4. Project Schedule

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

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

PAYMENT SCHEDULE

Cost Breakdown

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

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

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



CONTRACT SUMMARY SHEET

Contract No. 15-1001104 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Ontario

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

Board of Director's Meeting Date: Feb 4, 2015

Overview of BOD Action: Approve funding agreement to disperse SCAQMD funds to awarded project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

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

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

FINANCIAL INFORMATION

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

A Budget Amendment is required.

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

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

Project Manager (Print Name) _____

Signature _____

Date _____

Task Manager (Print Name) _____

Signature _____

Date _____

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

Signature _____

Date _____

Contract Administrator (Print Name) _____

Signature _____

Date _____

Chief Financial Officer (Print Name) _____

Signature _____

Date _____

**CITY OF ONTARIO
STATEMENT OF WORK**

1. Project Elements

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

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

2. Promotion

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

3. Reports

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

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

4. Project Schedule

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

Task	Completion
West Valley TMC Project	
Design	Month 4
Procure Hardware & Software	Month 7
Migrate Intersections to Centracs	Month 7
Install Closed Circuit Television	Month 8
Complete System Integration	Month 9
Implement Public Outreach Plan	Month 11
Quarterly Reports	Months 4 and 7
Final Report	Month 12

PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
West Valley TMC Project	\$268,800	\$67,200	\$336,000

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

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



CONTRACT SUMMARY SHEET

Contract No. 15-1001105 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Rancho Cucamonga

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

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

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	124,810	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	124,810	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 124,810

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

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0404</u> . <input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? The funding is coming from SCAQMD Clean Transportation Funding.				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: This is a payable contract, the funding is coming from SCAQMD Clean Transportation Funding. <input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

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

Attachment: Contact Summary Sheet Rancho Cucamonga (1449 : SCAQMD MSRC Funding Agreement)

CITY OF RANCHO CUCAMONGA
STATEMENT OF WORK

1. Project Elements

Rancho Cucamonga/Caltrans Signals Project: SANBAG is to partner with the City of Rancho Cucamonga and Caltrans to incorporate existing interchange ramps into the existing coordinated City arterials, specifically, the interchange of State Route 210 and Haven Avenue, the interchange of Base Line Road and Interstate 15, and the interchange of Foothill Boulevard and Interstate 15, as shown in Attachment 3.5 – Rancho Cucamonga/Caltrans Signals Locations. Improvements shall include upgrade of existing traffic signal equipment at the interchange ramps and construct a communication path between the ramp, the arterial traffic signals, and the City's traffic management center (TMC).

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

2. Promotion

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

3. Reports

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

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

4. Project Schedule

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

Task	Completion
Rancho Cucamonga/Caltrans Signals Project	
Obtain Caltrans Approvals	Month 12
Award Construction Contract	Month 17
Construction	Month 27
Final Testing & Acceptance	Month 31
Implement Public Outreach Plan	Month 33
Quarterly Reports	Months 4, 7, 10, 13, 16, 19, 22, 25, and 28
Final Report	Month 34

PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
Rancho Cucamonga Caltrans Signals Project	\$124,810	\$228,290	\$353,100

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

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



CONTRACT SUMMARY SHEET

Contract No. 15-1001106 Amendment No. 0

By and Between

San Bernardino Associated Governments and City of Colton

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

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

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	136,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	136,000	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	136,000

Contract Start Date 4/3/2015	Current Contract Expiration Date 4/3/2018	Revised Contract Expiration Date N/A
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>0404</u> . <input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? The funding is coming from SCAQMD Clean Transportation Funding.				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: This is a payable contract, the funding is coming from SCAQMD Clean Transportation Funding. <input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

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

CITY OF COLTON
STATEMENT OF WORK

1. Project Elements

Mt. Vernon/Washington Project: SANBAG is to partner with the City of Colton to install new communications equipment allowing 14 signals, along Mt. Vernon Avenue from East M Street to Washington Street, and along Washington Street from Mt. Vernon to Waterman Avenue (an approximately 2-mile total distance) – Mt. Vernon/Washington Locations, to communicate with the City’s central traffic management center (TMC).

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

2. Promotion

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

3. Reports

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

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

4. Project Schedule

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

Task	Completion
Mt. Vernon/Washington Project	
Engineering	Month 9
Construction	Month 18
Implement Public Outreach Plan	Month 21
Quarterly Reports	Months 4, 7, 10, 13, 16, and 19
Final Report	Month 22

PAYMENT SCHEDULE

Cost Breakdown

Project Element	Maximum AB2766 Discretionary Funds payable under this Contract	Additional Project Co-Funding	Total Cost
Mt. Vernon/Washington Project	\$136,000	\$34,000	\$170,000

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

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

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors		X	X	X		X		X	X	X		
Curt Hagman Board of Supervisors												
James Ramos Board of Supervisors		X	X			X		X	X			
Janice Rutherford Board of Supervisors		X		X	X	X		X		X		X
Josie Gonzales Board of Supervisors				X		X		X	X			
Robert Lovingood Board of Supervisors												
Cari Thomas City of Adelanto												
VACANT City of Adelanto												
Curt Emick Town of Apple Valley												
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake		X	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	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	X	X
Walt Stanckiewicz City of Grand Terrace		X	X	X	X	X		X	X	X	X	
Doug Wilson City of Grand Terrace												X*
Mike Leonard City of Hesperia				X								

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.
 X*= not a voting member Shaded box = No meeting

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION ATTENDANCE RECORD – 2014

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland		X	X	X	X			X		X	X	X
Rhodes ‘Dusty’ Rigsby City of Loma Linda			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								
Alan Wapner City of Ontario			X	X	X	X		X	X	X	X	X
L. Dennis Michael City of Rancho Cucamonga			X	X	X	X		X	X	X		
Pete Aguilar City of Redlands		X	X	X	X	X		X	X	X		
Jon Harrison City of Redlands												
Deborah Robertson City of Rialto		X	X		X	X		X			X	X
R. Carey City of San Bernardino			X	X	X	X		X	X	X	X	X
Patrick Morris City of San Bernardino		X										
Jim Harris City of Twentynine Palms		X	X	X	X	X		X	X		X	
Joel Klink City of Twentynine Palms												X*
Ray Musser City of Upland		X	X					X	X	X	X	X
Ryan McEachron City of Victorville		X	X	X	X	X		X		X		X
Dick Riddell City of Yucaipa		X	X	X	X	X		X	X			
George Huntington Town of Yucca Valley												

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.
 X*= not a voting member Shaded box = No meeting

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.

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

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

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

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

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

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

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

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

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

Attendance - The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.

- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

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

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

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

Call for the Question - At times, a Member of the Board/Committee may “Call for the Question.”

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

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

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

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IIEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

SANBAG Acronym List

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
SRTP	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