



San Bernardino Associated Governments

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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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AGENDA
Mountain/Desert Policy Committee

February 20, 2015

9:30 AM

Location

City of Hesperia

Library Room, 9560 7th Avenue, Hesperia, CA 92345

Mountain/Desert Policy Committee Membership

Chair

*Ryan McEachron, Council Member
City of Victorville*

*Julie McIntyre, Mayor
City of Barstow*

*Joel Klink, Mayor
City of Twentynine Palms*

Vice Chair

*Robert Lovingood
Board of Supervisors*

*Bill Jahn, Mayor Pro Tem
City of Big Bear Lake*

*George Huntington, Mayor
Town of Yucca Valley*

*Rick Kerr, Mayor
City of Adelanto*

*Mike Leonard, Council Member
City of Hesperia*

*James Ramos
Board of Supervisors*

*Curt Emick, Council Member
Town of Apple Valley*

*Ed Paget, Mayor
City of Needles*

*Janice Rutherford
Board of Supervisors*

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

AGENDA

Mountain/Desert Policy Committee

**February 20, 2015
9:30 AM**

**Location
City of Hesperia
Library Room, 9560 7th Avenue, Hesperia, CA 92345**

CALL TO ORDER

(Meeting Chaired by Ryan McEachron)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Alicia Johnson

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. 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 in the Mountain/Desert Region with Security Paving 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 - Administrative Matters

3. Budget Overview for Proposed Budget Fiscal Year 2015/2016

Recommend the Mountain/Desert Committee receive general overview of the proposed budget for Fiscal Year 2015/2016.

Bill Stawarski

This item was reviewed by the Board of Directors Metro Valley Study Session on February 12, 2015.

Discussion - Project Delivery

4. US-395 Phase I Right-of-Way Agreement with Caltrans

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

A. Approve \$12,188,500 for Right-of-Way (ROW) Support and Capital for the US-395 Phase I (Segments 5, 6, 7 and 8) Project. The funding sources are \$5,550,000 of STIP/RIP, \$5,950,040 of STP-L, \$359,960 of SAFETEA LU-DEMO, and \$328,500 of Victor Valley Measure Local Hwy Bond Funds.

B. Approve Cooperative Agreement No. 15-1001175 with the California Department of Transportation (Caltrans) ROW Phase of the US-395 Phase I (Segments 5, 6, 7 and 8) Project.

C. Approve Budget Amendment to the SANBAG Fiscal Year 2014/2015 budget Task No. 891 to increase Victor Valley Major Local Highway Bond Funds by \$161,351 for a total of \$328,500.

Paula Beauchamp

This funding for this item was reviewed and approved by the Victor Valley Subarea Representatives on September 17, 2014. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Discussion - Regional/Subregional Planning

5. Mountain Subarea Transportation Study

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

A. Approve the attached Mountain Area Transportation Study scope of work.

B. Authorize the release of Request for Proposals No. 15-1001173 for consultant support to complete the Mountain Area Transportation Study consistent with the approved scope of work.

Timothy Byrne

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft scope of work.

Comments from Board Members

Brief comments from Board Members

Public Comment

Brief comments from 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 Mountain/Desert Policy Committee Meeting will be March 20, 2015

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 items 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: February 20, 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	C13001	Security Paving Company, Inc. <i>Joseph Ferndino</i>	Cal-Stripe, Inc. Pacific Restoration Group Statewide Traffic Safety and Signs Flatiron Electric Group, Inc. Tahlequah Steel, Inc. Dywidag-Systems Int. Crown Fence Company Tipco Engineering, Inc.

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

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

Responsible Staff:
 Andrea Zureick, Director of Fund Administration

Approved
 Mountain-Desert Committee
 Date: February 20, 2015
 Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

Minute Action

AGENDA ITEM: 2

Date: *February 20, 2015*

Subject:

Construction Contract Change Orders to on-going SANBAG Construction Contracts in the Mountain/Desert Region with Security Paving Company, Inc.

Recommendation:

Receive and file change order report.

Background:

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

A. Contract Number (CN) C13001 with Security Paving Company for construction of the I-15 Ranchero Road Interchange project: CCO No. 50 (\$13,611.50 decrease due to field conditions encountered during installation of Drainage System 20), CCO No. 76 Supplement 1 (\$125,114.55 decrease due to change in type of retaining walls and associated construction methods), CCO No. 85 (\$9,195.39 increase for revisions to the City signs as requested by the City of Hesperia), CCO No. 86 (\$2,869.15 increase due to deletion of color from concrete for curb portions of raised median within Caltrans right of way thereby requiring median to be constructed in two parts rather than monolithically as shown on the plans), CCO No. 87 (\$19,882.24 increase for changes in the Ramp Metering standards as required by Caltrans directive), CCO No. 88 (\$63,154.50 increase for changing I-15 median paving material from Rubberized Hot Mix Asphalt to Hot Mix Asphalt Type C due to seasonal weather conditions and to modify drainage) and CCO No. 89 (\$6,000.00 increase to compensate contractor to perform profilograph testing of bridge deck and approach slabs).

Financial Impact:

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

Reviewed By:

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

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Mountain-Desert Committee
 Date: February 20, 2015

Witnessed By:

Entity: CMA

I-15 Ranchero Road Interchange – Executed Change Orders		
Number	Description	Amount
1	Traffic Control	\$30,000.00
1 S-1	Traffic Control	\$200,000.00
2	Partnering	\$20,600.00
3	Dust Palliative	\$5,000.00
4	Apprentice Program	\$8,000.00
5	Dispute Resolution	\$15,000.00
6	Relocate Additional Joshua Trees	\$42,500.00
7	Temporary Silt Fence, Item 8	\$16,352.00
8	Shared Water Pollution Control Maintenance	\$8,000.00
8 S-1	Shared Water Pollution Control Maintenance	\$10,000.00
9	Relocate Right of Way Fence	\$63,520.00
10	Additional Drainage Work	\$6,942.86
11	VOID – County Water Line	\$0.00
13	Maintain Existing Electrical System	\$8,500.00
14	Electrical Service Fees	\$5,000.00
15	Removal 96” Pipe End Sections	\$1,500.00
16	Credit for Agency Survey of ADL Burial	(\$6,602.00)
16 S-1	Credit for Agency Survey of ADL Burial	(\$690.50)
17	Temporary Relocation of Verizon Line @ Ranchero Road	\$6,000.00
17 S-1	Temporary Relocation of Verizon Line @ Ranchero Road	\$3,065.04
18	Revised Access Road to 96” Pipe	\$47,833.50
19	VOID – Relocate Temp Concrete Barrier	\$0.00
20	Contractor’s Proposed Detour Ranchero Road	\$69,700.00
21	Signal Pole Change at Ranchero Road/Caliente Road	\$19,144.03
22	Drainage Changes on Sheet SD-9	(\$5,334.78)
23	Remove & Reconstruct MBGR S/B I-15	\$4,183.00
24	CLOSED – Additional Compensation for Sawcutting	\$0.00
25	Changing Grades N/B & S/B I-15	\$0.00
26	Change in Structural Section – Mariposa Road	\$139,277.10
27	Change Street Lights from HPS to LCD	\$18,851.08
28	Roadway Excavation – Item 159	\$363,000.00
29	VOID – Pothole Utilities	\$0.00
30	City Traffic Signal Cabinets – Type R	\$38,526.84
31	Closure of Caliente Road	\$5,000.00
32	Drainage System #16	\$8,586.30
32 S-1	Drainage System #16	\$11,321.40
33	Fence & Core U-Channel	\$25,735.52
34	Rotating Signal Pole Modification	\$2,167.53
35	VOID-Temp Realignment of Mariposa	\$0.00

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

	Road/Ranchero Road	
36	VOID-Pull Box Lids	\$0.00
37	Revise Girder Curve Data	\$0.00
38	Cooper Ground Wire for SCE	\$5,471.25
39	Gravel Ditch Revision to Line R-6	\$2,013.00
40	JPCP End Anchors, Remove LCB	\$40,527.51
41	Conflicting Signal Pole @ Caliente Road/Ranchero Road	(\$2,270.41)
42	Closure of North Mariposa Road	\$43,000.00
43	Utility Access West of Caliente Road/Ranchero Road	\$4,878.00
44	Additional Drainage Improvements Mariposa Road	\$44,397.48
45	Abandon Vaults	\$2,000.00
46	Additional Hydroseeding in City Right of Way	\$95,200.00
47	Grade Ditch Caliente Road	\$3,000.00
48	Increase Item 4" Stripe, Delineators	\$17,667.27
49	VOID – Revise Lane Closure Charts	\$0.00
50	Drainage System 20 Changes	(\$13,611.50)
51	Extend HDPE S/W Corner Caliente Road/Ranchero Road	\$1,320.00
52	Additional Sign and Markers (City)	\$2,436.00
53	PCCP Dike on JPCP	\$35,000.00
54	VOID – Detour for Falsework	\$0.00
55	Drainage S/W Mariposa Road	\$10,362.20
56	VOID – Additional Grade to Drain N/B I15	\$0.00
57	In Ground Concrete Washout	\$0.00
58	Eliminate Redwood Header	(\$5,039.00)
59	Regrade MVP's	\$15,000.00
60	VOID – Relocate SCE Vent Pipe	\$0.00
61	Revise Drainage N/B On & Off Ramps	\$45,324.75
62	Additional Permanent Erosion Control State Right of Way	\$35,000.00
63	Revise Traffic Handling Plans	\$34,446.00
64	Revise Detour for Falsework	\$0.00
65	Delete Color from Bridge Deck	(\$122,830.40)
66	VOID – Repair AC Dike and Eroded Slope	\$0.00
67	Sidewalk Joint Armor	\$0.00
68	Drainage System Augmentation	\$8,235.00
69	Repair Damaged Slopes	\$20,000.00
70	Electrical Modifications	\$75,000.00
71	Pedestrian Push Button Change	\$1,542.11
72	Additional Drainage System N/E Corner Ranchero / Mariposa	\$1,484.90
73	Repair Damaged Pavement I-15	\$65,000.00
74	Modifications to Drainage System 18	\$54,209.25

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

75	Revisions to HMA Structural Section on Ranchoero Road	\$121,335.20
76	Retaining Walls along Ranchoero Road	\$445,741.55
76 S-1	Change to CIP Walls	(\$125,114.55)
77	Change from Rock Blanket to Stamped Conc.	(\$3,874.00)
78	Removal of Additional Joshua Tree	\$1,519.86
79	Change of Pedestrian Button Type	\$4,964.51
80	Pedestrian Barricades	\$9,484.00
81	Revision to Electrical Pull boxes on bridge	\$0.00
83	Bike Lane Striping on Ranchoero Road	\$4,304.00
85	Revisions to City Signs	\$9,195.39
86	Delete Color from Caltrans Curbed Median	\$2,869.15
87	Ramp Metering Standard Changes	\$19,882.24
88	I-15 Median Pavement Change	\$63,154.50
89	Bridge Profilographing	\$6,000.00
TOTAL		\$2,268,904.18
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$3,172,925.63

Lenwood Road Grade Separation - Executed Change Orders		
Number	Description	Amount
1	Partnering	\$ 12,000.00
2	Establish Dispute Resolution Board	\$ 15,000.00
3	Staging Revisions	\$ 0.00
4	Hot Mix Asphalt Substitution	\$ 0.00
5	Additional Traffic Control	\$ 10,000.00
5 S-1	Additional Traffic Control - Additional Funds	\$10,000.00
6	Change in Sewer Pipe Size	\$ 14,962.60
7	Bridge Architectural and Wall Aesthetic Treatments	\$(3,657.76)
8	Haz. Waste Removal	\$ 6,000.00
9	Private Gas Service and Meter Relocation	\$ 6,600.00
9 S-1	Private Gas Service and Meter Relocation – Additional Funds	\$3,000.00
11	Abutment 1 Pile Layout and Tip Revisions	\$(57,000.00)
11 S-1	Abutment 2 Pile Layout and Tip Revisions	\$(17,000.00)
11 S-2	Item #59 Drive Pile Item Adjustment	\$107,950.00
12	Signal and Lighting Improvements	\$ 13,816.23
13	SCE Delay	\$ 50,000.00
14	MSE Texture Change	\$0.00
15	Verizon Manhole and Line Conflicting w/ MSE 37	\$14,000.00
CCO TOTAL		\$ 185,671.07
TOTAL CONTINGENCY AND SUPPLEMENTAL		\$ 1,815,859.40

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

Minute Action

AGENDA ITEM: 3

Date: *February 20, 2015*

Subject:

Budget Overview for Proposed Budget Fiscal Year 2015/2016

Recommendation:

Recommend the Mountain/Desert Committee receive general overview of the proposed budget for Fiscal Year 2015/2016.

Background:

The budget overview presentation provides general information for each major program by the Valley and Mountain Desert areas.

Staff will provide a general overview of the Fiscal Year 2015/2016 budget for the Valley and Mountain/Desert areas at the February Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee respectively. The overview will entail the following programs:

1. General Government
2. Environment and Energy Conservation
3. Commuter and Motorist Assistance
4. Regional and Subregional Planning
5. Transit and Passenger Rail
6. Major Projects Delivery
7. Fund Administration and Programming
8. Debt Service

There are two program changes reflected in the 2015/2016 budget:

1. General Government replaces General-Council of Governments Support and provides information on the overall administrative and legislative support. A large portion of the program is allocated to other programs via the indirect cost allocation.
2. The Environment and Energy Conservation, and Commuter and Motorist Assistance programs are new programs that replace the Air Quality and Traveler Assistance program to provide a better understanding of each unique activity.

The overview presentation will answer the following questions:

1. What do we do?
2. What are we doing this year?
3. What are we planning for next year?

Estimated revenues and detailed budgetary information for the various tasks in the proposed 2015/2016 budget will be provided at the March General Policy Committee, Board of Directors Metro Valley Study Session, Commuter Rail and Transit Committee, and Mountain/Desert Policy Committee meetings.

The general overview of the budget will be conducted each year prior to the completion of the budget document.

Financial Impact:

The budget overview has no financial impact on the Fiscal Year 2014/2015 budget, but is a component of the Fiscal Year 2015/2016 budget.

Reviewed By:

This item was reviewed by the Board of Directors Metro Valley Study Session on February 12, 2015.

Responsible Staff:

Bill Stawarski, Chief Financial Officer

Approved
Mountain-Desert Committee
Date: February 20, 2015

Witnessed By:

Minute Action

AGENDA ITEM: 4

Date: *February 20, 2015*

Subject:

US-395 Phase I Right-of-Way Agreement with Caltrans

Recommendation:

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

A. Approve \$12,188,500 for Right-of-Way (ROW) Support and Capital for the US-395 Phase I (Segments 5, 6, 7 and 8) Project. The funding sources are \$5,550,000 of STIP/RIP, \$5,950,040 of STP-L, \$359,960 of SAFETEA LU-DEMO, and \$328,500 of Victor Valley Measure Local Hwy Bond Funds.

B. Approve Cooperative Agreement No. 15-1001175 with the California Department of Transportation (Caltrans) ROW Phase of the US-395 Phase I (Segments 5, 6, 7 and 8) Project.

C. Approve Budget Amendment to the SANBAG Fiscal Year 2014/2015 budget Task No. 891 to increase Victor Valley Major Local Highway Bond Funds by \$161,351 for a total of \$328,500.

Background:

This is a new Agreement. On June 21, 2002, the Mountain/Desert Policy Committee approved Contract C03009, US-395 Development Review Memorandum of Understanding (MOU), between Caltrans, San Bernardino County, the City of Adelanto, the City of Hesperia, the City of Victorville and San Bernardino Associated Governments (SANBAG). The MOU addressed the existing highway facility and acknowledged planning efforts for both the existing and new facility.

On May 4, 2005, the SANBAG Board of Directors approved Contract C05019 with Caltrans to perform the Project Approval and Environmental Document (PA&ED) phase. Caltrans approved the Initial Study with the Mitigated Negative Declaration on December 30, 2009.

The project was divided into nine segments to make project funding and delivery more manageable. On June 5, 2013, the SANBAG Board of Directors approved Cooperative Agreement C13147 with Caltrans in the amount of \$6,015,354 for the design of Phase I (Segments 5, 6, 7 and 8). Phase I will widen US-395 to four lanes and add turn lanes between Chamberlain Way to 1.8 miles south of Desert Flower Road. Cooperative Agreement C13147 defines the roles and responsibilities of the signatory agencies in funding and administering the Planning, Specifications, and Estimate (PS&E). Caltrans is responsible for providing design services, while SANBAG as the sponsor of the project is responsible for reimbursing Caltrans for their costs.

Entity: CTA, CTC

Mountain-Desert Committee Agenda Item

February 20, 2015

Page 2

This new Cooperative Agreement (No.15-1001175) defines roles, responsibilities, and funding commitments of the parties relative to the Right of Way (ROW) for Phase I. Under this agreement, SANBAG, acting as the San Bernardino County Transportation Commission, will be the lead for all ROW tasks associated with acquisition and utility relocation, Caltrans will provide the ROW Engineering and will be responsible for issuing the ROW Certification. SANBAG will be responsible for 100% of the ROW capital and support costs, which is estimated at \$12,188,500. The funding sources are \$5,550,000 of STIP/RIP, \$5,950,040 of STP-L, \$359,960 of SAFETEALU-DEMO, and \$328,500 of Victor Valley Measure Local Hwy Bond Funds. Caltrans will provide Independent Quality Assurance (IQA) and technical oversight at no charge to SANBAG.

The proposed funding plan was reviewed and approved by the Victor Valley Subarea Representatives on September 17, 2014. Staff is recommending that the Board approve Agreement No. 15-1001175 with Caltrans for the ROW phase of the US-395 Phase I Project.

Financial Impact:

The approval of this item will result in a budget amendment to the Fiscal Year 2014/2015 budget Task 0891, US-395 Interim Widening Project, increasing the Victor Valley Major Local Highway Bond Funds by \$161,351 for a total of \$328,500.

Reviewed By:

This funding for this item was reviewed and approved by the Victor Valley Subarea Representatives on September 17, 2014. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Mountain-Desert Committee
Date: February 20, 2015

Witnessed By:



CONTRACT SUMMARY SHEET

Contract No. 15-1001175 Amendment No. 0

By and Between

SANBAG and Caltrans

Contract Description US-395 Phase I ROW Agreement

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

Overview of BOD Action: Approve Cooperative Agreement 15-1001175 with the California Department of Transportation (Caltrans) for the Right-Of-Way (ROW) of the US-395 Phase I (Segments 5, 6, 7 and 8) Project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	0.00	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	0.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 328,500

Contract Start Date 03/04/15	Current Contract Expiration Date 03/04/19	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0891.

A Budget Amendment is required.

How are we funding current FY? N/A – Funds for Caltrans will not flow through the SANBAG budget.

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: The funding sources are \$5,550,000 of STIP/RIP, \$5,950,040 of STP-L, \$359,960 of SAFETEA LU-DEMO, and \$328,500 of Victor Valley Measure Local Hwy Bond Funds for the overall phase. For this agreement, STP-L funds will go directly to Caltrans and won't flow through the SANBAG budget.

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 _____

COOPERATIVE AGREEMENT

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

San Bernardino Associated Governments, a public agency, acting in its capacity as the San Bernardino County Transportation Commission, referred to hereinafter as SANBAG.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, widening of US 395 from State Route 18 to Chamberlaine Way; widening US 395 from two to four lanes and adding left-turn channelization at intersections, will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual.
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - Right of Way Support (R/W SUPPORT)
 - Right of Way Capital (R/W CAPITAL)
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.

5. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS signed and approved the Initial Study with the Mitigated Negative Declaration pursuant to CEQA on 12/30/09.
 - CALTRANS signed and approved the Categorical Exclusion pursuant to NEPA on 12/31/2009.
 - CALTRANS developed the PA&ED in Cooperative Agreement No. 08-1250.
 - CALTRANS developed the PS&E in Cooperative Agreement No. 08-1559.
6. In this AGREEMENT capitalized words represent either defined terms or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. SANBAG is the SPONSOR for 100% of the PROJECT COMPONENTS included in this AGREEMENT.

Funding

9. FUNDING PARTNERS, funding sources, funding limits, spending limits, and billing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding, billing and payment details of the PROJECT change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.
11. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.

12. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
13. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

Implementing Agency

14. SANBAG is IMPLEMENTING AGENCY for RIGHT OF WAY.
15. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
16. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance (IQA)

17. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way.

The cost of CALTRANS' IQA is not an OBLIGATIONS COST.

CEQA/NEPA Lead Agency

18. CALTRANS is the CEQA lead agency for the PROJECT.
19. CALTRANS is the NEPA lead agency for the PROJECT.

Environmental Permits, Approvals and Agreements

20. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
21. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

22. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
1602, California Department of Fish and Wildlife
2081, California Department of Fish and Wildlife

Right of Way (R/W)

23. As IMPLEMENTING AGENCY for R/W, SANBAG is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

24. CALTRANS will be responsible for completing the following R/W SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	OBLIGATION COST
220 Right of Way Engineering	Yes
225.80 and 245.80 Obtain Right of Way Interests for Project Right of Way Certification	Yes

25. This AGREEMENT includes the R/W SUPPORT PROJECT COMPONENT but does not include the PS&E PROJECT COMPONENT. Completion of R/W SUPPORT is dependent upon completion of some activities in PS&E. PARTNERS acknowledge that the WORK will not result in a product that can be used to advertise and award a contract for the CONSTRUCTION SUPPORT/CAPITAL PROJECT COMPONENTS without completing some activities under a separate agreement or by later amending this AGREEMENT.

26. The selection of R/W personnel and WORK within the completed PROJECT’s SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements.

27. SANBAG will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

Attachment: 15-1001175 (1546 : US-395 Phase I ROW Agreement with Caltrans)

28. SANBAG will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
29. SANBAG will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
30. CALTRANS will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
31. SANBAG will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for right of way activities and administer all right of way consultant contracts in accordance with the California Department of Transportation Right of Way Manual, Sections 17.06.04.03 and 17.06.04.04. SANBAG will submit a draft Right of Way Certification document to CALTRANS six weeks prior to the scheduled Right of Way Certification milestone date for review.

SANBAG will submit a final Right of Way certification document to CALTRANS for approval prior to the PROJECT advertisement.

32. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
33. The California Transportation Commission (CTC) is responsible for hearing and adopting Resolutions of Necessity (RON). CALTRANS will appear before the CTC to present the RON upon the request of SANBAG and at no cost to CALTRANS. SANBAG will prepare all materials required by CALTRANS for the RON hearing at no cost to CALTRANS.

Schedule

34. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

35. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
36. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
37. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
38. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
39. CALTRANS will issue, upon approval of a proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
40. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
41. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
42. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

43. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

44. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
45. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.
46. If HM-1 is found within the PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

The costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside the existing SHS right of way are not an OBLIGATIONS COST and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

47. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
48. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
49. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
50. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
51. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
52. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this AGREEMENT.

53. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
54. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

55. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and SANBAG will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

56. If FUNDING PARTNERS fund any part of the PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
57. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.
58. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right of way in a safe and operable condition acceptable to CALTRANS.

59. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
60. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et seq. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

61. CALTRANS will administer any federal subvention funds shown in the FUNDING SUMMARY table.
62. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
63. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
64. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.
65. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
66. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If SANBAG invoices for rates in excess of DPA rates, SANBAG will fund the cost difference and reimburse CALTRANS for any overpayment.

- 67. If CALTRANS reimburses SANBAG for any costs later determined to be unallowable, SANBAG will reimburse those funds.
- 68. If there are insufficient funds available in this AGREEMENT to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

- 69. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

- 70. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

GENERAL CONDITIONS

- 71. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
- 72. All OBLIGATIONS of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
- 73. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.

74. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SANBAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
75. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this AGREEMENT. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
76. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
77. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
78. SANBAG will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SANBAG waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
79. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
80. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

81. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

82. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
83. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
84. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS.
85. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
86. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

87. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
88. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

89. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS *Workplan Standards Guide for the Delivery of Capital Projects* (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

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

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.

FUNDING SUMMARY – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

FUNDING TABLE – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

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

IQA (Independent Quality Assurance) – CALTRANS’ efforts to ensure that another PARTNER’s quality assurance activities are in accordance with the applicable standards and the PROJECT’s Quality Management Plan (QMP). When CALTRANS performs IQA it does not develop, produce, validate, verify, re-check, or quality control another PARTNER’s work products.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS COST(S) – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

PARTNER – Any individual signatory party to this AGREEMENT.

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

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
 - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
 - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
 - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
 - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT’s execution and control throughout that project’s lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPENDING SUMMARY – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code Section 114 & 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

CALTRANS

Basem E. Muallem, P.E.
District Director

Certified as to funds:

Lisa Pacheco
District Budget Manager

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

L. Dennis Michael
Board President

Attest:

Vicki Watson
Board Clerk

Approved as to form and procedure:

Eileen Monaghan Teichert
General Counsel

Concurrence:

Jeffery Hill
Procurement Manager

Attachment: 15-1001175 (1546 : US-395 Phase I ROW Agreement with Caltrans)

FUNDING SUMMARY

<u>FUNDING TABLE</u>					
<u>IMPLEMENTING AGENCY</u> →			<u>SANBAG</u>		
Source	FUNDING PARTNER	Fund Type	R/W SUPPORT	R/W CAPITAL	Totals
State	SANBAG	RIP	\$0	\$5,550,000	\$5,550,000
Federal	SANBAG	RSTP *	\$3,160,000	\$2,790,040	\$5,950,040
Federal	SANBAG	SAFETELU-DEMO*	\$0	\$359,960	\$359,960
Local	SANBAG	Local	\$328,500	\$0	\$ 328,500
Totals			\$3,488,500	\$ 8,700,000	\$ 12,188,500

* This fund type includes federal funds

Toll Credits will be used as match in the amount of 1,391,046

<u>SPENDING SUMMARY</u>				
Fund Type	R/W Support		R/W CAPITAL	Totals
	CALTRANS	<u>SANBAG</u>	SANBAG	
State Funds				
RIP	\$0	\$0	\$5,550,000	\$5,550,000
Federal Funds				
RSTP	\$1,620,000	\$1,540,000	\$2,790,040	\$5,950,040.
DEMO	\$0	\$0	\$359,960	\$359,960
Local Funds				
Local	\$0	\$328,500		\$328,500
Totals	\$1,620,000	\$1,868,500	\$8,700,000	\$12,188,500

Invoicing and Payment

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SANBAG will pay invoices within five (5) calendar days of receipt of invoice.
2. If SANBAG has received EFT certification from CALTRANS then SANBAG will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
3. CALTRANS will draw from state and federal funds that are provided by SANBAG without invoicing SANBAG when CALTRANS administers those funds and CALTRANS has been allocated those funds by the CTC and whenever else possible.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

Right of Way Support (R/W SUPPORT)

5. SANBAG will invoice and CALTRANS will reimburse for actual costs.

Right of Way Capital (R/W CAPITAL)

6. SANBAG will invoice and CALTRANS will reimburse for the accepted offer price of parcels.

Signatures

CALTRANS

Basem E. Muallem, P.E.
District Director

Date _____

Lisa Pacheco
District Budget Manager

HQ Accounting

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

L. Dennis Michael
Board President

Date _____

Attachment: 15-1001175 (1546 : US-395 Phase I ROW Agreement with Caltrans)

Funding Summary

Funding Source	Funding Partner	Funding Type	R/W Capital	R/W Support	R/W Engineering	R/W Condemnation Support	Total by Fund Type
FEDERAL	SANBAG	STIP/RIP	\$ 5,550,000	\$ -	\$ -	\$ -	\$ 5,550,000
FEDERAL	SANBAG	STP-L	\$ 2,790,040	\$ 1,540,000	\$ 640,000	\$ 980,000	\$ 5,950,040
FEDERAL	SANBAG	SAFETEALU-DEMO	\$ 359,960	\$ -	\$ -	\$ -	\$ 359,960
LOCAL	SANBAG	Measure I		\$ 328,500	\$ -	\$ -	\$ 328,500
Total by Component			\$ 8,700,000	\$ 1,868,500	\$ 640,000	\$ 980,000	\$ 12,188,500

Note: Toll Credit to match STIP/RIP, DEMO, and STP-L in each component

Spending Summary

Fund Type	R/W Support		R/W Capital		Totals
	Caltrans	SANBAG	Caltrans	SANBAG	
STIP/RIP	\$ -	\$ -	\$ -	\$ 5,550,000.00	\$ 5,550,000.00
STP-L	\$ 1,620,000.00	\$ 1,540,000.00	\$ -	\$ 2,790,040.00	\$ 5,950,040.00
Measure I	\$ -	\$ 328,500.00	\$ -		\$ 328,500.00
SAFETEALU-DEMO	\$ -	\$ -	\$ -	\$ 359,960.00	\$ 359,960.00
Totals	\$ 1,620,000.00	\$ 1,868,500.00	\$ -	\$ 8,700,000.00	\$ 12,188,500.00

Note: SANBAG is the implementing agency for R/W

Minute Action

AGENDA ITEM: 5

Date: *February 20, 2015*

Subject:

Mountain Subarea Transportation Study

Recommendation:

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

- A. Approve the attached Mountain Area Transportation Study scope of work.
- B. Authorize the release of Request for Proposals No. 15-1001173 for consultant support to complete the Mountain Area Transportation Study consistent with the approved scope of work.

Background:

Mountain subarea representatives requested that SANBAG lead a study to evaluate transportation system constraints and opportunities throughout the Mountain subarea. The City of Big Bear Lake has taken the lead in development of a draft scope of work (refer to Attachment 1) to evaluate transportation infrastructure needs. The Mountain subarea faces transportation challenges with existing and future traffic growth. Access to and within the Mountain areas is important to ensure economic vitality of the entire Mountain subregion. A mountain-wide transportation study will assist in planning for and funding future transportation needs. The Mountain Area Transportation Study scope of work is attached.

The scope focuses on evaluation of the existing and future transportation system, identification of projects to address existing and forecast safety and congestion problems, and development of an implementation plan. The Mountain area requires sensitivity in the evaluation of existing and future infrastructure needs due to the seasonal nature of activity throughout the area. The results from the study will be used as a basis for future funding allocation recommendations and evaluation of funding opportunities to implement much needed improvements. The study will be overseen by a project Technical Advisory Committee (TAC), consisting of representatives from the County and City of Big Bear Lake. Meetings of the TAC will be held on an as-needed basis. It is anticipated that the study would be completed within 10-12 months.

SANBAG will seek consultant support to complete the study based on the approved scope of work. The approximate cost of the study is \$160,000 for consultant services and SANBAG staff management of the contract. Upon approval of the scope of work and release of the Request for Proposals, the SANBAG Fiscal Year 2015/2016 budget will be developed to include up to \$160,000 of Mountain Subarea Measure I Project Development and Traffic Management Program funds to complete the study. Staff recommends that Request for Proposal No. 15-1001173 associated with the approved scope of work be released.

Entity: CTC

Mountain-Desert Committee Agenda Item

February 20, 2015

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Financial Impact:

This item does not impact the 2014/2015 budget. As funds for this study will not be expended until July 2015, the Fiscal Year 2015/2016 budget will be developed to include funding for this study through Measure I Mountain Subarea – Project Development/Traffic Management Systems funds.

Reviewed By:

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft scope of work.

Responsible Staff:

Timothy Byrne, Chief of Planning

Approved
Mountain-Desert Committee
Date: February 20, 2015

Witnessed By:

San Bernardino Mountain Area Transportation Study

Draft Scope of Work

The San Bernardino Mountain Area stretches from the Cajon Pass on the west to the Lucerne Valley on the east. The communities of San Bernardino County within the study area include Crestline, Blue Jay, Lake Arrowhead, Running Springs, Green Valley Lake, Arrowbear and Big Bear City as well as the City of Big Bear Lake. The primary access roadways of SR-18, SR-330, and SR-38 experience unique traffic patterns associated with visitors to the area. While the full time population and associated employment are relatively low, substantial increases occur during the peak winter and summer seasons. As a result, traffic congestion occurs for extended periods as visitors and associated additional employees attempt to access the San Bernardino Mountain communities. Traffic congestion can also discourage would-be visitors, hindering the local economy in the San Bernardino Mountains. All relevant parties including the County of San Bernardino, the City of Big Bear Lake, Caltrans, SANBAG, SCAG, and the California Highway Patrol are committed to finding solutions to improve access to the study area by identifying, analyzing, and mitigating congested intersections and roadway segments.

Visitation levels clearly affect all mountain communities and mountain infrastructure. On a typical off peak weekday in Year 2012, the City of Big Bear Lake had a full time population of 5,100 in about 2,200 households with employment of 3,800 while serving about 10,000 visitors. However during a peak season weekday for the same year the City of Big Bear Lake had employment of about 5,800 while serving 60,000 visitors. For Year 2040 during an off-peak weekday, the City of Big Bear Lake forecasts a full time population of 7,000 in about 3,000 households with employment of 5,400 while serving about 14,000 visitors. The City of Big Bear Lake forecasts employment of 7,400 while serving 76,000 visitors during a peak season weekday in Year 2040.

Unfortunately, both the SCAG Regional Model and SANBAG's San Bernardino County Transportation Analysis Model (SBTAM) are not currently capable of analyzing unique situations with heavy tourism that occur in the San Bernardino Mountain communities. The San Bernardino Mountain Model was originally developed in the mid 1990's and updated in the early 2000's but it does not forecast traffic volumes beyond Year 2020. Some elements of the modeling used for the 2011 Big Bear Modal Alternatives Analysis may also be applicable to this study. An updated and enhanced analytical tool is needed to capture the unique travel patterns associated with tourism in the study area.

A transportation planning consultant will be retained to identify and analyze the major and secondary arterials and intersections that provide access to, from, and within the San Bernardino Mountain communities. The primary goal of this effort is development of a sub-regional transportation improvement plan that identifies key projects that address both existing and forecast deficiencies during both peak summer and winter seasons. The study recommendations would not include costly new roadway facilities or realignments but would rather include

San Bernardino Mountain Area Transportation Study

operations-type capacity and safety improvements that could then be prioritized and funded by local agencies and Caltrans. The focus will be primarily on the identification of traffic bottlenecks and potential improvement options. In developing the list of improvements, the transportation planning consultant will also solicit input regarding existing traffic and safety issues from other agencies and interested parties including but not limited to Caltrans maintenance personnel, San Bernardino County Fire Department, School Districts, Community Service Districts, and the five principal study participants.

The following are the key tasks envisioned for the San Bernardino Mountain Area Transportation Study:

- 1) Assessment of Existing Conditions – The existing transportation setting will be defined in terms of infrastructure and performance. The assessment will define the relationship of the San Bernardino Mountain communities to the rest of San Bernardino County and the greater Los Angeles/Orange County metropolitan area.
 - a) Define the major and secondary arterials that provide primary access to, from, and within the San Bernardino Mountain communities including their functional classifications and the existing improvements.
 - b) While some limited traffic count data is available, peak hour traffic counts during summer and winter peak season Friday afternoon arrivals and during summer and winter peak season Sunday afternoon departures will need to be collected at up to 40 intersections and up to 30 arterial/highway segments in the study area. SANBAG is proceeding with traffic counts for the 2015 winter season separate from this contract.
 - c) Define the roadway system performance and corresponding level of service, documenting both the peak weekday and the peak weekend summer and winter season traffic volumes. Saturation flow rates used in the level of service calculations will be adjusted to account for adverse winter weather conditions. Traffic collision data related to collision rates for similar facilities on State Highways in San Bernardino County will also be analyzed and evaluated for potential safety improvements.

Deliverables: Existing Conditions Memorandum

- 2) Develop Refined Traffic Volume Forecasts – A modeling tool will be developed to ensure that reasonable future traffic volumes can be forecast throughout the San Bernardino Mountains. Activities are expected to include:
 - a) Review the existing SCAG Regional Model, the San Bernardino County Transportation Analysis Model (SBTAM), and other sources to develop a recommended course of action for the development of a tool that can

San Bernardino Mountain Area Transportation Study

- develop reasonable future forecasts accounting for seasonal visitors and related employment increases in the San Bernardino Mountain Area. Simplified modeling approaches that can readily be applied for various scenario analyses shall be considered in the development of a response to this RFP. Prior to the development of a modeling tool, a recommendation shall be presented to the project team for concurrence.
- b) Develop a revised transportation model and perform base year model validation.
 - c) Document model development.
 - d) Prepare baseline model forecasts for Year 2040.
 - e) Analyze level of service for the existing roadway network and identify intersections and roadway segments where traffic issues and problems are likely to occur. The focus is on bottlenecks at intersections or roadway segments.

Deliverables: Mountain Area Modeling Tool Methodology Memorandum, Functional Forecasting tool, Future Conditions Memorandum

- 3) Identification and Costing of Transportation Projects – Improvement projects will be identified to address existing and future problem locations identified in Tasks 1 and 2. Projects in the City of Big Bear Lake and in the County of San Bernardino will be identified and prioritized in each jurisdiction following consultation with each agency. Planning level cost estimates will be developed for each project for incorporation into an implementation plan.

Deliverables: Improvement project list and associated cost estimates

- 4) Analysis of Transportation Projects – Based on the results of the future model run developed in Task 2 and the potential projects identified in Task 3, evaluate the future transportation network with regard to its ability to satisfy future traffic demands in Year 2040 under peak weekday and weekend summer and winter season traffic volumes. Future network performance will be summarized, identifying any remaining bottlenecks and infrastructure needs.

Deliverables: Future Conditions Evaluation Memorandum

- 5) Recommendations and Implementation Plan – Information from the previous tasks will be utilized to generate recommended future infrastructure improvements in the San Bernardino Mountain communities. An implementation plan will be developed for the future improvement projects

San Bernardino Mountain Area Transportation Study

considering implementation timeframe, prioritization, and potential funding sources.

Deliverables: Final comprehensive report incorporating previous technical memoranda and including a recommended Implementation Plan

Schedule – The San Bernardino Mountain Area Transportation Study is expected to take 10-12 months to complete.

MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2015

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

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

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

*** New SANBAG Board Member

X = Member attended meeting.
MDCatt14.doc

Empty box = Member did not attend meeting

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

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
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996