Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

AGENDA

Board of Directors Meeting

July 5, 2006
Start Time: 9:30 a.m.

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

Board of Directors

President
Dennis Hansberger, Supervisor,
County of San Bernardino

Vice-President
James Lindley, Council Member,
City of Hesperia

Jim Nehmens, Mayor
City of Adelanto

Rick Roelle, Mayor Pro Tem
Town of Apple Valley

Lawrence Dale, Mayor
City of Barstow

Darrell Mulvihill, Council Member
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Gwenn Norton-Perry, Council Member
City of Chino Hills

Kelly Chastain, Council Member
City of Colton

Mark Nuaimi, Mayor
City of Fontana

Bea Cortes, Mayor Pro Tem
City of Grand Terrace

Larry McCallon, Council Member
City of Highland

Robert Christman, Council Member
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Rebecca Valentine, Council Member
City of Needles

Alan Wapner, Mayor Pro Tem
City of Ontario

Diane Williams, Mayor Pro Tem
City of Rancho Cucamonga

Pat Gilbreath, Council Member
City of Redlands

Grace Vargas, Mayor
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Kevin Cole, Council Member
City of Twentynine Palms

John Pomierski, Mayor
City of Upland

Mike Rothschild, Mayor
City of Victorville

Richard Riddell, Mayor
City of Yucaipa

Paul Cook, Mayor
Town of Yucca Valley

Paul Biane, Supervisor
County of San Bernardino

Bill Postmus, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Michael Perovich, Caltrans
Ex-Officio Member

Tony Grasso
Executive Director

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

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

> ***The San Bernardino County Transportation Commission,*** *which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*
>
> ***The San Bernardino County Transportation Authority,*** *which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*
>
> ***The Service Authority for Freeway Emergencies****, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*
>
> ***The Congestion Management Agency,*** *which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*
>
> *As a* ***Subregional Planning Agency****, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

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

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

Board of Directors

AGENDA

July 5, 2006
9:30 a.m.

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

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order - 9:30 a.m.
(Meeting chaired by Dennis Hansberger)

I Pledge of Allegiance
II. Attendance
III. Seating of new officers
IV. Announcements
V. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of July 5, 2006.** Pg. 12

   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.

Notes/Actions:

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 31.

Administrative Matters

2. Board of Directors Attendance Roster Pg. 14

3. Procurement Report for May 2006 Pg. 18

Receive Monthly Procurement Report. **Terrence J. McGuire**

This item was unanimously received by the Administrative Committee on June 14, 2006.

4. Budget Policy Pg. 20

Approve Budget Policy to permit use of Measure I Funds to fund Reimbursable Costs for Major Projects and other Programs. **Terrence J. McGuire**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2006.

5. 2006 Measure I Population Estimates for Measure I Allocations Pg. 22

Adopt the 2006 population estimates for use in allocation of Measure I Local Pass-Through Funds. **Ryan Graham**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on June 16, 2006 and is scheduled for approval by the Board of Directors on July 5, 2006.

6. Request for Proposals for the US-395 Realignment Environmental Impact Report Pg. 30

Approve the release of Request for Proposals (RFP) No. 07017 for Preparation of a program level Environmental Impact Report (EIR) for the realignment of US-395 from I-15 in Hesperia to current US-395 in northern Adelanto. **Steve Smith**

This item was reviewed and unanimously approved by the Mountain Desert Committee on June 16, 2006 and scheduled for review by the Board of Directors on July 5, 2006.

Notes/Actions:

Consent Calendar Continued....

Program Support/Council of Govts.

7. Investment Policy No. 20100 Pg. 52

Approve modifications to Investment Policy No. 20100. **Terrence J. McGuire**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2006.

8. Monthly SANBAG Investment Report Pg. 64

Receive SANBAG Investment Report and approve new format. **Terrence J. McGuire**

This item was received and unanimously recommended for approval by the Administrative Committee on June 14, 2006.

9. Award of Contracts for Bond Counsel and Financial Advisor. Pg. 72

1. Approve Contract 07009, Orrick Herrington & Sutcliffe, LLP for Bond Counsel Services in an amount not to exceed $150,000.

2. Approve Contract 07011, Montague DeRose & Associates, LLC for Financial Advisor Services in an amount not to exceed $150,000. **Terrence J. McGuire**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2006.

Project Development

10. City of Montclair request for SANBAG to act as Lead Agency for the construction of the Ramona Avenue Grade Separation project Pg. 93

Approve SANBAG acting as lead agency for the construction of the Ramona Avenue Grade Separation Project in the City of Montclair and direct staff to prepare a Cooperative Agreement for future Board consideration. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

11. Amendment No. 3 to Purchase order No. 0432 to P&D Consultants for construction management services for the route 71 Landscape Project Pg. 97

Approve Amendment No. 3 to Purchase Order No. 0432 with P&D Consultants increasing the amount by $50,000 to provide Construction Management Services for Route 71 Landscaping completion project. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

12. Professional Services Contract with Jacobs Engineering to provide Construction Management Services for the Interstate 215 5th Street Bridge Projects Pg. 101

Waive SANBAG Board Policy 34504 related to contract negotiation guidelines and Approve Agreement No. 06-043 with Jacobs Engineering to provide construction management services for the Interstate 215 5th Street Bridge project in the amount of $3,290,925 as detailed in the Financial Impact Section. TN 83807000. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

13. Professional Services Agreement No. 05-016 for legal services with the law firm of Best, Best, and Krieger Pg. 126

1. Authorize Executive Director to approve an $75,000 increase to the not to exceed amount of Agreement No. 05-016 with Best, Best, and Krieger (BB&K) for a total not to exceed amount of $150,000; and

2. Approve budget amendment to the SANBAG 2006/07 fiscal year budget to increase Task Number 82407000 as detailed in the Financial Impact Section. **Darren Kettle**

This item was reviewed and recommended for approval (Biane and Wapner abstained), by the Major Projects Committee on June 15, 2006.

14. Amendment No. 1 Contract No. 04-016 with Tetra Tech, Inc. for Interstate 10/Tippecanoe Interchange Project Development Pg. 127

Approve Amendment No. 1 to Contract 04-016 with Tetra Tech, Inc. for preliminary engineering and environmental clearance on the I-10/Tippecanoe interchange and Evans Street north projects extending the period of performance and modifying the scope of services. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

15. Request for Qualifications (RFQ) No. C0719 for professional engineering services for preparation of a Project Study Report (PSR) for State Route 30/210 – Victoria Avenue Interchange Pg. 147

Approve release of RFQ C0719 for professional engineering services for preparation of a PSR for State Route 30/210 – Victoria Avenue Interchange. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

16. Construction and Maintenance Agreement with Burlington Northern, Santa Fe Railroad (BNSF) and Caltrans for the Interstate 215 5th Street Overcrossing Project Pg. 156

Approve Agreement No. 07-016 with BNSF and Caltrans to construct a new bridge over existing BNSF tracks as part of SANBAG's construction of I-215, 5th Street Overcrossing, fund BNSF flagging and inspection services in estimated amount of $789,731, and receive BNSF contribution towards the project in the amount of $1,245,657. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

17. Cooperative Agreement No. 06-036 Amendment No. 2 with City of Yucaipa for the construction of the Live Oak Canyon/Interstate 10 Freeway Interchange Project, and Cooperative Agreement C07020 with Caltrans for construction of the Live Oak Canyon/Interstate 10 Interchange Project Pg. 206

1. Approve Amendment No. 2 to Cooperative Agreement No. 06-036 with the City of Yucaipa for the Live Oak Canyon/Interstate 10 Freeway Interchange Project to provide additional construction funding in the amount of $5,371,000 from the city of Yucaipa to supplement TCRP construction funding.

2. Approve Cooperative Agreement C07020 with Caltrans for the Reconstruction of Live Oak Canyon/interstate 10 Freeway Interchange Project. **Darren Kettle**

These agreements were reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Transportation Programs & Fund Administration

18. Allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STAF) for Fiscal Year 2006/2007 Pg. 224

Adopt Resolution 07-001 authorizing the allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STAF) for Fiscal Year 2006/2007. **Mike Bair**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2005.

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Administration(Cont.)

19. Fiscal Year 2006/2007 Transportation Development Act (TDA) Unmet Transit Needs Public Hearings Pg. 228

1. Adopt Definitions of "Unmet Transit Needs" and "Reasonable to Meet" as identified in Attachment A.

2. Set Times, Dates and Locations for the TDA Unmet Needs Public Hearings. **Mike Bair**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2006. This item was also presented at the Mountain Desert Committee, but due to a lack of quorum no action was taken.

DISCUSSION ITEMS

Administrative

20. Vacancy on Mobile Source Air Pollution Reduction Review Committee Pg. 232

Note resignation of Diane Williams as SANBAG alternate representative on the Mobile Source Air Pollution Reduction Review Committee and announce vacancy. **Deborah Barmack**

This item will be discussed at the July 5, 2006, Board of Directors meeting.

Project Development

21. State Street/University Parkway Railroad Grade Separation – Hearing to Consider Resolutions of Necessity Pg. 234

1. Acting as the County Transportation Commission, Conduct public hearing to consider condemnation of real property required for the State Street/University Parkway Grade Separation project in the City of San Bernardino and County of San Bernardino and,

2. Adopt Resolutions of Necessity authorizing condemnation of real property declaring the following:

a. The public interest and necessity require the project described in the proposed Resolution of Necessity. Resolution No. 07-002.
b. The project is planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury.
c. The property to be acquired is necessary for the project.
d. An offer required by Section 7267.2 of the Government Code has been made to the owner of record. (2/3rd required) **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Notes/Actions:

Discussion Items Continued.....

Regional & Quality of Life Programs

22. Scope of Work for COMPASS Blueprint Implementation: Transportation-Land Use Integration on Multiple Central and East Valley Sites Pg. 239

Approve Scope of Work. **Ty Schuiling**

Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

23. Approve Contract No. C07023 and budget amendment for the Program to Address Critical Habitat Issues (Indirect Impacts) Associated with Major Measure I Expenditure Plan Projects Pg. 244

1. Approve Contract No. C07023 with the County of San Bernardino – San Bernardino County Museum to provide biological mapping and analysis in support of the SANBAG habitat initiative

2. Amend Fiscal Year 2006/2007 budget, adding $138,584 to Task Number 11207000, Regional Growth Forecast Development. **Steve Smith and Ty Schuiling**

Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

24. Funding Agreement with the Mobile Source Air Pollution Reduction Review Committee (MSRC) for the implementation of two new Freeway Service Patrol (FSP) Beats Pg. 267

Execute Contract No. C07021 between SANBAG and the MSRC, to receive MSRC funding for the implementation of two new FSP Beats. **Kelly Lynn**

Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for Discussion. The Agreement has been reviewed as to form by SANBAG County Counsel.

Notes/Actions:

Discussion Items Continued

Subregional Trans. Planning & Programming

25. Local Agency Project Advancement Agreement Pg. 284

Approve Project Advancement Cooperative Agreement C07022 with the City of Chino Hills for the Widening of Peyton Drive from Grand Avenue to Chino Hills Parkway. **Ty Schuiling**

Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

26. Measure I 2010-2040 Strategic Plan workshop on Project Cost Estimates and Revenue Projections Pg. 299

Receive information. **Ty Schuiling**

Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

27. Development Mitigation Program Cost Escalation Factor Pg. 395

Adopt the rolling 5-year average of the Caltrans Construction Items Index (12.9% for calendar year 2004-2005) as the cost escalation factor for the San Bernardino County Development Mitigation Program. **Ty Schuiling**

Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

Project Development

28. Award of Construction Contracts SR 210 landscaping Segments 3 and 4 Pg. 413

Placeholder agenda item for potential award of landscape construction contracts SR 210 Landscaping Segments 3 and 4. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2006.

Notes/Actions:

Discussion Items Continued

Project Development (Cont.)

29. Contract No. 07-008 with DMJM+Harris for construction engineering support on I-215, 5th Street Overcrossing Pg. 415

Approve Contract No. 07-008 with DMJM+Harris for construction engineering support on I-215, 5th Street Overcrossing in the amount of $100,000 as detailed in the Financial Impact Section. **Darren Kettle**

This item has been reviewed by SANBAG Counsel. This item was reviewed and recommended for approval (Biane abstained) by the Major Projects Committee on June 15, 2006.

Transportation Programs & Fund Administration

30. Amendment to Contract 06-012 with Arthur Bauer & Associates for conducting the Transportation Development Act (TDA) Triennial Performance Audits of the County Transportation Commission and six transit operators/claimants Pg. 427

Approve Amendment Number 1 to Contract 06-012 with Arthur Bauer and Associates, extending the time of performance to March 7, 2007; amending the scope of work to include Phase II, Development of Omnitrans Cost Allocation Methodology; and increasing the contract authority by $21,315.00 as identified in the Financial Impact Section. **Mike Bair and Victoria Baker**

Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion. The agreement has been reviewed as to form by SANBAG County Counsel.

Other Matters

31. Consent Calendar Items Pulled for Discussion

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

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

Notes/Actions:

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
Commuter Rail Report — Pg. 438
Council Member Patricia Gilbreath
South Coast Air Quality Management Report — Pg. 441
Mayor Dennis Yates
SCAG Committees — Pg. 443
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications
SANBAG Policy Committees — Pg. 444
Acronym List — Pg. 446

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

Meeting Procedures and Rules of Conduct

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

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

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

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

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

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

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

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

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

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

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM 1

Date: July 5, 2006

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 the 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
9	07009	Orrick Herrington & Sutcliffe, LLP *Roger Davis, Esq.*	None
9	07011	Montague DeRose & Assoc., LLC *Douglas S. Montague*	None
11	P.O. 0432-03	P&D *Harry Clarke*	None

*

Approved

Board of Directors

Date: July 5, 2006

Moved: *Second:*

In Favor: *Opposed:*

Witnessed: _____

12	06-043	Jacobs Engineering *Sherry Sweitzer*	HDR Construction Control Company Vali Cooper & Associates Karen Meadows
13	05-016	Best, Best, and Krieger *Steve DeBaun*	None
14	04-016-01	Tetra Tech, Inc. *Kekoa Anderson*	Ninyo & Moore Robert J. Lung Diane Painter
16	07-016	Burlington Northern Santa Fe *John Shurson*	None
28	06-064	Yet To Be Determined	
28	06-065	Yet To Be Determined	
29	07-008	DMJM+Harris *Victor Martinez*	Lim and Nascimento Engineering Associated Engineers Earth Mechanics Klienfelder LIN Consulting STB Landscape Abratique/Safe Probe
30	06012-1	Arthur Bauer & Associates, Inc. *Sandra K. Bauer*	None

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

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

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt			X	X	X	X						
Bill Postmus			X		X							
Paul Biane	X	X	X			X						
Dennis Hansberger	X	X	X	X	X	X						
Josie Gonzales	X	X	X	X		X						
Jim Nehmens	X	X	X		X	X						
Rick Roelle	X	X	X	X	X	X						
Lawrence E. Dale	X	X	X		X	X						
Darrell Mulvihill	X	X				X						
Dennis Yates	X	X	X	X	X	X						
Gwenn Norton-Perry	X		*	X	*	X						
Kelly Chastain	X	X	X	X	X	X						
Mark Nuaimi	X	X	X	X	X	X						
Bea Cortes	X	X	X	X	X	X						
James Lindley	X	X	X	X	X	X						
Larry McCallon	X	X	X	X	X	X						

X - indicates member attended meeting. * - indicates alternate member attended Xmeeting. Crossed out box indicates member is not a Board Member.

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X						
Paul Eaton	X	X	X	*	X	X						
Rebecca Valentine	X	X	X	X	X	X						
Alan Wapner	X	X	X		X	X						
Diane Williams	X	X	X	X	X	X						
Pat Gilbreath	X	X	X	X	X							
Grace Vargas	X	X	X	X		X						
Judith Valles	X	X	X									
Patrick Morris				X	X	X						
Kevin Cole	X	X	X			X						
John Pomierski	X		X	X	X	X						
Mike Rothschild	X	X	X	X	X	X						
Dick Riddell	X	X	X	X	X	X						
Paul Cook	X	X	X	X	X	X						
Michael Perovich Ex-Official Member	X	*	X	*	X	X						

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member.

BOARD OF DIRECTORS ATTENDANCE ROSTER - 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt	X	X	X	X	X	X	X	X	X	X	X	X
Bill Postmus	X	X	X	X	X	X	X		X	X	X	X
Paul Biane	X	X	X	X	X	X		X				
Dennis Hansberger	X	X	X	X	X	X		X	X		X	X
Josie Gonzales	X	X	X	X	X	X		X	X	X	X	X
Jim Nehmens	X	X	X	X	X	X		X	X	X	X	X
Rick Roelle	X	X	X	X	*	X	X	X	X	X	X	
Lawrence E. Dale	X	X	X	X	X	X	X		X	X	X	X
Darrell Mulvihill		X	X	X	X	X	X	X	X		X	X
Dennis Yates	X	X	X	X	X	X	X	X	X	X	X	X
Gwenn Norton-Perry	X				X	X	X	X	X	X	X	*
Kelly Chastain	X	X	X	X	X	X	X	X	X		X	X
Mark Nuaimi	X	X	X	X	X	X	*	X	X	X	X	X
Bea Cortes	X		X	X	X	X	X	X	X		X	X
James Lindley	X	X	X	X	X	X			X	X	X	X
Larry McCallon	X	*	X	X	X	X	X	X	*	X	X	*

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. ** - indicates new member

BOARD OF DIRECTORS ATTENDANCE ROSTER – 2005

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Robert Christman	X	X	X	X	X	X		X	X	X	X	X
Paul Eaton	X	X	X	X	X	X	*		X	X	X	*
Rebecca Valentine	X	X	X	X	X	X	X	X	X	X	X	X
Alan Wapner	*	X	X	X	X	X	X	X	X		X	*
Diane Williams	X	X	X	X	X	X	X	X	X	x	X	X
Pat Gilbreath	X	X	X	X	X	X		X	X	X	X	X
Grace Vargas	X	X	X		X	X	*	X	X		X	X
Judith Valles	X	X	X	X	X	X	X	X	X	X	X	X
Kevin Cole	X	X	X	X	X			X			X	X
John Pomierski	X	X	X	X	X	X		X	X	X	X	X
Mike Rothschild	X	X	X	X	X	X	X	*	X		X	X
Dick Riddell	X	X	X	X	X	X	X	X	X	X	X	X
Paul Cook	X	X	X	X	X	X		X	X	X	X	X
Anne Mayer Ex-Official Member	X	X	Bill Mosby	X								
Patty Romo Ex-Official Member					X	X	Bill Mosby	Syed Raza	X			
Michael Perovich Ex-Official Member										X	X	X

X - indicates member attended meeting. * - indicates alternate member attended meeting. Crossed out box indicates member is not a Board Member. ** - indicates new member

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: July 5, 2006

Subject: Procurement Report for May 2006

Recommendation:* Receive Monthly Procurement Report.

Background: The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or his designee, is authorized to approve Purchase Orders up to an amount of $25,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of $5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the Board of Directors for the month of May 2006.

Financial Impact: This item imposes no impact on the FY 2005/06 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was unanimously received by the Administrative Committee on June 14, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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07INDI

PURCHASE ORDERS ISSUED FOR MAY 2006

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
060118	UCLA	SANBAG Co-sponsorship of 2006 Arrowhead Symposium	Y	$ 6,000.00
		TOTAL PURCHASE ORDERS ISSUED		$ 6,000.00

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: July 5, 2006

Subject: Budget Policy

Recommendation:* Approve Budget Policy to permit use of Measure I Funds to fund Reimbursable Costs for Major Projects and other Programs.

Background: Many federal and state funding sources require that local funds be expended before reimbursement is requested for a specific program, project or contract. The Measure I funds are the only source of revenue that is available to SANBAG for this purpose. Measure I funds have been used since the inception of the Measure I program for this purpose.

State and federal programs that require upfront funding by SANBAG include:

- State Transportation Improvement Program (STIP) for major projects
- State Traffic Congestion Relief Program (TCRP)
- State Mobile Source Air Pollution Reduction Review Committee (MSRC) funds for the Freeway Service Patrol (FSP) program
- Planning, Programming and Monitoring (PPM) funds within the STIP
- Federal Local Assistance Funds, including Surface Transportation Program (STP) funds, Congestion, Mitigation and Air Quality (CMAQ) funds; and, Transportation Enhancement Activities (TEA) funds for various programs.
- Federal Earmark Funding of projects

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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07INDI

- Federal Overall Work Program (OWP) planning funds through SCAG
- Federal Transit Administration Section 5307 and 5309 funds used for passenger rail projects

Future budgets will incorporate language which will authorize SANBAG staff to use Measure I funds to fund costs of programs and projects that are expected to be reimbursed to SANBAG.

Financial Impact: The financial impact can not be quantified. Use of Measure I funds to front the reimbursable costs of programs benefits transportation by providing the funding for important programs to proceed, while reducing investment income from Measure I fund balances.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: July 5, 2006

Subject: 2006 Measure I Population Estimates for Measure I Allocations

Recommendation:* Adopt the 2006 population estimates for use in allocation of Measure I Local Pass-Through Funds

Background: Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I funds. The Valley distribution formula for Local Pass-Through Funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components. The formulas are updated annually, using the State Department of Finance population estimates for January 1 of each year. The San Bernardino County Demographic Research Unit disaggregates the unincorporated population by Measure I Subarea, based on the building permit activity and controlled to the Department of Finance unincorporated total.

The January 1 population estimates contained in this agenda item are recommended for approval and used in allocation of Measure I Local Pass-Through Funds. Jurisdictions in the Mountain/Desert show slight population gains from the prior year; however, there should be no recognizable shift in Measure I fund allocations related to population.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0607B-RPG.DOC
Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

Both the 2006 population estimates and the 2005 population estimates are included in this agenda item for comparative purposes. The population for the Mountain/Desert Region increased from 505,269 in 2005 to 527,687 in 2006. The percent of the county total of the Mountain/Desert Region increased by .53% from 2005 to 2006. Over the past two years, the Mountain/Desert Region has seen its percent share of the county total increase by 1.07%.

Financial Impact: This item has no direct impact upon the SANBAG budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions. The distribution of Measure I funds will be adjusted retroactive to January 1, 2006, to reflect each jurisdictions' relative proportion of population within the Measure I subarea.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on June 16, 2006 and is scheduled for approval by the Board of Directors on July 5, 2006.

Responsible Staff: Ryan Graham
Transportation Planning Specialist

BRD0607B-RPG.DOC
Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

MEASURE I 2006 POPULATION ESTIMATES
PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2006	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
WEST VALLEY					
CHINO	78,055		78,055	5.33%	
CHINO HILLS	77,969		77,969	5.33%	
FONTANA	165,462		165,462	11.30%	
MONTCLAIR	35,648		35,648	2.43%	
ONTARIO	171,113		171,113	11.69%	
RANCHO CUCAMONGA	170,479		170,479	11.64%	
UPLAND	74,099		74,099	5.06%	
UNINCORPORATED	72,129		72,129	4.93%	
TOTAL WEST VALLEY			844,954	57.71%	
EAST VALLEY					
COLTON	51,781		51,781	3.54%	
GRAND TERRACE	12,380		12,380	0.85%	
HIGHLAND	51,489		51,489	3.52%	
LOMA LINDA	21,912		21,912	1.50%	
REDLANDS	71,086		71,086	4.86%	
RIALTO	99,189		99,189	6.77%	
SAN BERNARDINO	201,823		201,823	13.78%	
YUCAIPA	50,553		50,553	3.45%	
UNINCORPORATED	58,975		58,975	4.03%	
TOTAL EAST VALLEY			619,188	42.29%	
TOTAL VALLEY			1,464,142	100.00%	73.51%
MOUNTAINS					
BIG BEAR LAKE	6,182		6,182	11.74%	

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Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

MEASURE I 2006 POPULATION ESTIMATES (Continued)
PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2006	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
UNINCORPORATED	46,487	(3)	46,487	88.26%	
TOTAL MOUNTAINS			52,669	100.00%	2.64%
NORTH DESERT					
BARSTOW	23,599		23,599	40.14%	
UNINCORPORATED	35,190		35,190	59.86%	
TOTAL NORTH DESERT			58,789	100.00%	2.95%
COLORADO RIVER					
NEEDLES	5,681		5,681	70.51%	
UNINCORPORATED	2,376		2,376	29.49%	
TOTAL COLORADO RIVER			8,057	100.00%	0.40%
MORONGO BASIN					
TWENTYNINE PALMS	27,498	(4)	27,498	37.57%	
YUCCA VALLEY	20,537		20,537	28.06%	
UNINCORPORATED	25,149		25,149	34.36%	
TOTAL MORONGO BASIN			73,184	100.00%	3.67%
VICTOR VALLEY					
ADELANTO	24,880	(5)	24,880	7.43%	
APPLE VALLEY	67,507	(5)	67,507	20.15%	
HESPERIA	80,268	(5)	80,268	23.96%	
VICTORVILLE	95,145	(5)	95,145	28.40%	
UNINCORPORATED (3)	67,188	(5)	67,188	20.06%	
TOTAL VICTOR VALLEY	334,988		334,988	100.00%	16.82%

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Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

MEASURE I 2006 POPULATION ESTIMATES (Continued)
PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2006	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
TOTAL DESERT			475,018		
TOTAL MOUNTAIN/DESERT			527,687		26.49%
SUMMARY:					
TOTAL INCORPORATED	1,684,335		1,684,335		84.56%
TOTAL UNINCORPORATED	307,494		307,494		15.44%
TOTAL COUNTY	1,991,829		1,991,829		100.00%

(1) - CITY FIGURES FROM DOF JANUARY 1, 2006 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
(2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
(3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
(4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
(5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.

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Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

MEASURE I 2005 POPULATION ESTIMATES
PREPARED BY SAN BERNARDINO COUNTY DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2005	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
WEST VALLEY					
CHINO	76,070		76,070	5.28%	
CHINO HILLS	77,819		77,819	5.40%	
FONTANA	160,015		160,015	11.10%	
MONTCLAIR	35,530		35,530	2.47%	
ONTARIO	170,373		170,373	11.82%	
RANCHO CUCAMONGA	161,830		161,830	11.23%	
UPLAND	73,697		73,697	5.11%	
UNINCORPORATED	72,116		72,116	5.00%	
TOTAL WEST VALLEY			827,450	57.42%	
EAST VALLEY					
COLTON	51,627		51,627	3.58%	
GRAND TERRACE	12,392		12,392	0.86%	
HIGHLAND	50,860		50,860	3.53%	
LOMA LINDA	21,592		21,592	1.50%	
REDLANDS	70,324		70,324	4.88%	
RIALTO	99,242		99,242	6.89%	
SAN BERNARDINO	199,803		199,803	13.87%	
YUCAIPA	49,388		49,388	3.43%	
UNINCORPORATED	58,255		58,255	4.04%	
TOTAL EAST VALLEY			613,483	42.58%	
TOTAL VALLEY			1,440,933	100.00%	74.04%
MOUNTAINS					
BIG BEAR LAKE	6,148		6,148	11.76%	
UNINCORPORATED	46,147	(3)	46,147	88.24%	

BRD0607B-RPG.DOC
Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

MEASURE I 2005 POPULATION ESTIMATES (Continued)
PREPARED BY SAN BERNARDINO COUNTY DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2005	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
TOTAL MOUNTAINS			52,295	100.00%	2.69%
NORTH DESERT					
BARSTOW	23,546		23,546	40.12%	
UNINCORPORATED	35,149		35,149	59.88%	
TOTAL NORTH DESERT			58,695	100.00%	3.02%
COLORADO RIVER					
NEEDLES	5,553		5,553	70.19%	
UNINCORPORATED	2,358		2,358	29.81%	
TOTAL COLORADO RIVER			7,911	100.00%	0.41%
MORONGO BASIN					
TWENTYNINE PALMS	27,337	(4)	27,337	38.07%	
YUCCA VALLEY	19,726		19,726	27.47%	
UNINCORPORATED	24,737		24,737	34.45%	
TOTAL MORONGO BASIN			71,800	100.00%	3.69%
VICTOR VALLEY					
ADELANTO	23,418	(5)	23,418	7.44%	
APPLE VALLEY	63,853	(5)	63,853	20.30%	
HESPERIA	76,114	(5)	76,114	24.20%	
VICTORVILLE	86,473	(5)	86,473	27.49%	
UNINCORPORATED (3)	64,710	(5)	64,710	20.57%	
TOTAL VICTOR VALLEY	314,568		314,568	100.00%	16.16%

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Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

MEASURE I 2005 POPULATION ESTIMATES (Continued)
PREPARED BY SAN BERNARDINO COUNTY DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2005	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
TOTAL DESERT			452,974		
TOTAL MOUNTAIN/DESERT			505,269		25.96%
SUMMARY:					
TOTAL INCORPORATED	1,642,730		1,642,730		84.41%
TOTAL UNINCORPORATED	303,472		303,472		15.59%
TOTAL COUNTY	1,946,202		1,946,202		100.00%

(1) - CITY FIGURES FROM DOF JANUARY 1, 2005 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.

(2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.

(3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.

(4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.

(5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.

BRD0607B-RPG.DOC
Attachments: MIPop2005-ADG.XLS, MIPop2006-RPG.XLS

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: July 5, 2006

Subject: Request for Proposals for the US-395 Realignment Environmental Impact Report

Recommendation:* Approve the release of Request for Proposals (RFP) No. 07017 for preparation of a program level Environmental Impact Report (EIR) for the realignment of US-395 from I-15 in Hesperia to current US-395 in northern Adelanto.

Background: As part of the 2006/2007 budget, a new activity was added to Task No. 94507000 Victor Valley Area Transportation Study for the preparation of a program level EIR for US-395 through the Victor Valley. This item seeks approval to release Request for Proposal No. 07017 seeking consultant assistance for preparation of the EIR under the California Environmental Quality Act (CEQA).

The current US-395 through the Victor Valley is at capacity. Although this highway eventually will be widened to four or six lanes, it will not be sufficient to meet the future needs of this portion of the Victor Valley. The combined population of Adelanto, Apple Valley, Hesperia, and Victorville has grown by 70,000 in just the last five years, an increase of 35 percent. Victorville alone had the second highest growth rate of all cities in California during that period (among cities with more than 50,000 people).

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0607C-RPG.DOC
Attachment: RFP07017.DOC

Forecasts show that the population of the Victor Valley could exceed one million within the next several decades.

The rapid pace of development in the Victor Valley has increased the urgency to determine a preferred alignment for right-of-way preservation along a realigned US-395. A Project Study Report (PSR) for the realignment of US-395 was completed in 2001. In the PSR, Caltrans identified five potential alignments to be considered in the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to be completed as part of the Project Approval/Environmental Document (PA&ED) phase of the project. However, at present, none of the five alignments can be considered a viable alternative. Development has occurred on each of the alignments identified by the PSR. The reason development occurred on each of the alignments was that cities did not have the legal mechanism for protecting any of those alignments. Local jurisdictions (the cities of Adelanto, Victorville, and Hesperia, and the County of San Bernardino) will use the EIR to adopt the preferred alignment into their General Plans through the amendment process so that the jurisdictions can use local land use authority to preserve right-of-way from development.

The goal is to complete this EIR by fall 2007 so that the jurisdictions, residents and business operators can know where the future US-395 will be located and be able to plan around it. If identification of a preferred route is delayed further, finding a new alignment will become even more difficult due to costs and increased impacts to local communities. The EIR preparation and the public outreach process are scheduled to begin in September 2006.

The SANBAG EIR, including the preferred alignment, will be certified by the Board of Directors after alternatives have been studied and public comments have been received. The Mountain/Desert Committee will serve as the steering committee of elected officials throughout the study, and they will make a recommendation to the full Board at completion of the study. A decision on the preferred alignment is scheduled for fall 2007. The alignment defined by the EIR will then be used as an additional alternative to be considered in the project-level EIR/EIS that is being conducted by Caltrans in the PA&ED phase of the project.

Project Approval and Environmental Document (PA&ED) for the realignment of US-395 is currently scheduled for November 2011.

It should be recognized that risks are involved in preserving an alignment that has not yet been approved by Caltrans or the Federal Highway Administration. Such approval is not possible until the project-level EIR/EIS is completed. However, the preservation process cannot wait another 5-6 years for the project-level EIR/EIS to be completed. Recent history with previously studied alignments demonstrates that failure to preserve an alignment in the near future may leave the Victor Valley with no viable options, resulting in through traffic, including many heavy-duty trucks, using the existing US-395 alignment in perpetuity. It is the opinion of SANBAG staff that failure to take action now (and likely losing any remaining alignment opportunities) creates a much greater risk than identifying an alignment through the EIR that can be adopted into local General Plans and preserved. The approach to the EIR is to minimize the risk by proactively reaching out to local communities and to State and Federal resource agencies to identify and respond to the issues with which they are concerned, allowing this input to guide the decision on the alignment.

It should also be recognized that adoption of an alignment into local General Plans will also trigger a set of obligations on the part of local jurisdictions to take actions that allow the right-of-way to be preserved.

One of the most important elements of performing the EIR will be the role of public participation. The EIR process will recognize the sensitivities of the communities in the region to the growing urbanization of the Victor Valley and the need to balance these concerns against the long-term mobility needs for both the local and the regional traffic passing through the corridor. Consequently, significant attention will be paid to public outreach.

The Scope of Work identifies a large number of public outreach opportunities during the EIR process. The Scope of Work identifies consultant involvement in two formal scoping meetings, 12 community meetings, eight meetings with city councils and the Board of Supervisors, and four meetings with the Mountain/Desert Committee. SANBAG staff will be engaged in continuing, additional outreach to the stakeholders.

The EIR will be managed as an open process, with substantial material on US-395 alternatives made available to the public to promote transparency throughout the duration of the project.

Proposals received as a result of this request will be evaluated by representatives of SANBAG, Caltrans, and member jurisdictions based upon demonstrated competence and professional qualifications necessary for the performance of services. A contract will be negotiated with the selected consultant. It is anticipated that the contract will be presented to the Board of Directors for approval in September 2006.

Financial Impact: This item is consistent with the adopted FY 2006/2007 budget, Task No. 94507000, Victor Valley Area Transportation Study.

Reviewed By: This item was reviewed and unanimously approved by the Mountain/Desert Committee on June 16, 2006 and scheduled for review by the Board of Directors on July 5, 2006. This item has been reviewed and approved by Counsel.

Responsible Staff: Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst

BRD0607C-RPG.DOC
Attachment: RFP07017.DOC

SAN BERNARDINO ASSOCIATED GOVERNMENTS
(SANBAG)

REQUEST FOR PROPOSALS No. 07-017

FOR

US-395 REALIGNMENT ENVIRONMENTAL IMPACT REPORT

IN THE VICTOR VALLEY AREA OF THE
COUNTY OF SAN BERNARDINO

Issued _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

REQUEST FOR PROPOSALS NO. 07-017

FOR

US-395 REALIGNMENT ENVIRONMENTAL IMPACT REPORT

I. INTRODUCTION

San Bernardino Associated Governments (SANBAG) is soliciting proposals from firms for preparation of an Environmental Impact Report (EIR) for the realignment of US-395 from I-15 in Hesperia to north of Desert Flower Road in Adelanto. The objective of the US-395 Realignment EIR is to prepare environmental documentation under the California Environmental Quality Act (CEQA) sufficient for local jurisdictions to adopt an alignment into their General Plans, allowing for protection of the right-of-way for the corridor. The selected firm will work with representatives of SANBAG, Caltrans, and local jurisdictions in the Victor Valley. Contracts will be awarded without discrimination relative to race, religion, color, age, sex, or national origin.

II. PROJECT DESCRIPTION

The analysis area for the US-395 Realignment EIR extends from I-15 in Hesperia to north of Desert Flower Road in Adelanto. The preparation of the EIR will be closely coordinated with Caltrans and each of the four local jurisdictions that will be affected by the new corridor. The four jurisdictions are the County of San Bernardino and the cities of Adelanto, Hesperia, and Victorville. The environmental analysis will be based on conceptual plans developed by Caltrans that will define corridor centerlines, an outside right-of-way line, and potential interchange locations for up to four alternatives. Exhibit 1 shows the area within which candidate alignments will be identified. A desired right-of-way width of up to 360 feet has been defined. Specific candidate alignments will be available to the consultant in time for inclusion in the EIR Notice of Preparation (NOP).

Consultants should anticipate that up to 60 centerline miles of alignment will need to be analyzed as part of the EIR. Adjustments to the alignments in the NOP are possible as a result of public and agency input during the course of the EIR preparation. The consultant will need to work with SANBAG and Caltrans to identify possible variations in alignments believed to be needed to ensure that a viable preferred alignment can be identified. More specific interchange "footprints" for US-395 will be available from the Victor Valley Area Transportation Study effort in Fall 2006, and it is the intent that these footprints be considered as part of the EIR so that they can be adopted into local jurisdiction General Plans along with the preferred alignment. Refinements to the EIR's project description may be required prior to EIR certification so that the Notice of Determination can be based on the specific project definition intended for adoption into local general plans. A proactive outreach process is envisioned to provide information to and receive input from the affected communities, businesses, and resource agencies.

III. MATERIALS FURNISHED BY SANBAG

All data, reports, surveys, drawings, and other documents furnished to the consultant by SANBAG for the consultant's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of SANBAG. All such materials shall be returned to SANBAG upon completion of services, termination of the agreement, or other such time as SANBAG may determine.

IV. RELATIONSHIPS

SANBAG, Caltrans, and local jurisdictions will participate as project partners on the US-395 Realignment EIR. SANBAG, however, is solely responsible and will be the sole point of contact for all contractual matters related to this project. The consultant shall take direction only from SANBAG and shall regularly inform SANBAG of project progress, any outstanding issues, and all project related matters.

Participating entities may also offer suggestions and/or recommendations regarding the project or elements of the project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, the consultant shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. Unless otherwise directed, all oral and written communication shall be directed only to SANBAG. Any distribution of project related communication and information will be at the discretion of SANBAG.

V. CONTRACT TYPE

The contract will be for reimbursable costs plus fee with a guaranteed maximum total not to exceed amount. Only services specifically covered by the contract will be reimbursed. It is the consultant's responsibility to recognize and notify SANBAG when services not covered under the contract are requested. The terms of the contract will be effective for the duration of the project, which is estimated to be twelve (12) months. This is recognized as an aggressive schedule, made necessary because of the development pressures in the areas within which the alignment is to be defined. Consultants should discuss in their proposals issues associated with the aggressive schedule. SANBAG's Fiscal Year 2006/2007 budget contains $315,000 for the US-395 Realignment EIR. Up to $400,000 may be available for the total contract, spanning FY 06/07 and FY 07/08, pending Board approval.

VI. PROPOSAL INSTRUCTIONS

A. SUBMITTAL INSTRUCTIONS

All proposals become the property of SANBAG upon submission. Although SANBAG intends to keep all proposals confidential (with the exception of the successful proposal which becomes public information upon acceptance by the Board of Directors), SANBAG will not be responsible for proprietary information contained in the proposals.

Six copies of the proposal containing all of the information requested below shall be submitted. SANBAG is not responsible for any costs related to the preparation of the proposals. Fax or email copies will not be accepted. Proposals may be mailed or hand delivered. If proposals are to be hand delivered, materials must be closed and sealed as if for mailing.

All proposals must be delivered to the SANBAG offices by 12:00 noon on Monday, July 31, 2006. SANBAG reserves the right to accept or reject late proposals; however, this should not be construed to mean that SANBAG will accept **any** late documents.

Proposals and correspondence shall be directed to:

Ms. Deborah Robinson Barmack
Director of Management Services
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

All questions and comments regarding this Request for Proposals or the project shall be directed to:

Mr. Steve Smith
Principal Transportation Analyst
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
(909) 884-8276
ssmith@sanbag.ca.gov

B. PROPOSAL FORMAT

Proposals must contain the information listed below and must be compiled in the following format:

1. **Cover Letter**: Provide (a) an introduction of the firm submitting the proposal, (b) the location of the firm's home office, (c) availability of personnel for this assignment, including specification of a project manager and the project manager's commitment to the project, (d) description of responsibilities of key personnel to be involved on this project, (e) name and description of any sub-consultants to be used on the project, (f) and any key elements of the approach the consultant wishes to bring to SANBAG's attention. In addition, in accordance with SANBAG Policy 11000, Section 7.A.2.F, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, describe the facts and circumstances in detail. The cover letter must not exceed two pages.

2. **Local Presence Report**: For the consultant and any subconsultant proposing to perform services from their San Bernardino County office, provide the business activity information, referenced on pages 8 and 9 of this packet.

3. **Relevant Projects**: Provide a brief description of prior work which best illustrates current qualifications relevant to the project. Highlight or expand on experience of projects that are especially applicable to this contract. List the project name and location, nature of project responsibilities, project sponsor's name, address, telephone number and contact person, completion date and estimated project value. List no more than 10 projects.

4. **Resumes:** Provide brief resumes of all persons, specialists and sub-consultants anticipated to be used for this project. Note the project assignment, total years of experience, education, past experience, and qualifications relevant to the proposed project.

5. **Proposal**: Provide a description of the tasks and strategies required to execute project. Tasks outlined in Section VII, Scope of Services, should be addressed, as well as other suggested strategies. Note any issues that are relevant to the execution and completion of the project. Describe the approach to project management, project controls, quality assurance and commitment to the project. The proposal shall include tables showing the number of hours by task for each person assigned to the project and the cost by task. The cost shall show a buildup from base hourly rates, overhead, direct expenses, and fee. Any anticipated salary adjustments must be incorporated into the cost estimate, as rates will be fixed for the duration of the contract. The proposal shall include a project schedule.

   The consultant's proposal package shall be limited to 35 (8½" x 11") pages, single-sided. The page limit does not include the outside cover, cover letter, section dividers, or the Local Presence Report. Proposals that do not contain the required information, that do not contain the required number of copies, or that exceed the page limit may be disqualified.

VII. SCOPE OF SERVICES

SANBAG is soliciting proposals to develop the US-395 Realignment Environmental Impact Report. The consultant shall provide a technical proposal to outline the firm's concepts and ideas for preparing the EIR. The technical proposal shall address project goals, issues to be addressed, potential audiences, and strategies and tasks for achieving the project goals. For each program activity or task, the consultant shall indicate resources required, indicate the time and estimated hours required to perform the task, and explain how the task will be conducted and how it contributes to completion of the overall project.

Exhibit A provides the Scope of Services as currently envisioned by SANBAG. The final Scope of Services for the contract will be developed in cooperation with the selected consultant from the proposal submitted. SANBAG is open to variations from the Scope of Services defined in Exhibit A that will increase the likelihood of success in defining a realignment of US-395 that will be embraced by all the affected jurisdictions and that is feasible from the perspective of federal and state resource agencies.

VIII. CONSULTANT SELECTION

The primary objective of SANBAG is to select a highly qualified firm to perform necessary professional services at a fair and reasonable cost. In addition, SANBAG has established the following objectives:

A. The process shall be fair, open and competitive, and the selection of firms shall be based on clearly stated, objective criteria.

B. Selection of consultants/firms shall be based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG, rather than upon competitive bidding procedures. Factors include:

- Consultant qualifications
- Personnel experience
- Project approach
- Staffing capability
- Project controls capability
- Office location
- Conflicts of interest

C. Firms located in San Bernardino County shall receive preference in the selection process in accordance with Local Preference Policy. The purpose of this policy is to encourage firms to locate and remain in San Bernardino County and to encourage economic development in the county.

D. Upon review of the proposals, firms appearing to be most qualified will be short-listed and asked to prepare for an interview. A contract will be awarded to the responsible, responsive firm best conforming to this Request for Proposals and that is, in the opinion of SANBAG and its partners, the most advantageous proposal. SANBAG reserves the right to reject any and all proposals and to negotiate with any responsible, responsive consultant/firm. SANBAG is under no obligation to issue a contract for the subject services.

IX. NEGOTIATIONS AND ENGAGEMENT

Following selection, a contract shall be negotiated. Please refer to the consultant selection schedule in Section X. Consultants are encouraged to include in their proposal any comments relating to the Terms and Conditions of the SANBAG standard contract. SANBAG reserves the right to disqualify any firm that does not provide a written discussion of any disagreements it has relative to the Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

X. SCHEDULE FOR CONSULTANT SELECTION

Issue Request for Proposals	July 7, 2006
Proposals Due	July 31, 2006
Shortlist and Notification of Consultants	August 7, 2006
Interviews and Selection of Consultants	August 14, 2006
Final Contract Cost Proposal and Scope Due	August 17, 2005
Board Approval (anticipated)	September 6, 2006
Notice to Proceed (anticipated)	September 11, 2006

These dates are subject to change. Schedule updates will be posted on the SANBAG website: www.sanbag.ca.gov under "Contracting Opportunities."

Sample Document

LOCAL PRESENCE REPORT
CONSULTANT BUSINESS ACTIVITY INFORMATION

TO: SAN BERNARDINO ASSOCIATED GOVERNMENTS

RE: REQUEST FOR PROPOSALS
US-395 ENVIRONMENTAL IMPACT REPORT

Name of Firm _____

Address _____

_____

Phone _____ FAX _____

Name of Office Principal _____

Principal Title _____

Date Local Office Established _____

Number of personnel employed at this office _____

Approximate volume of work performed on projects within San Bernardino County _____ %

Representative projects completed within San Bernardino County:

Project	Date completed	Approx. billings
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____

(Use additional sheets if required)

CONSULTANT BUSINESS ACTIVITY INFORMATION (cont)

Name of Firm_____

Indicate number of senior management and regular employees working out of the San Bernardino office:

Position	Number

FOR INFORMATIONAL PURPOSES ONLY
(The following shall not be used in determining local preference credit)

Personnel proposed to be engaged on the contracted services

Name	County of Residence

(Use additional sheets if required)

EXHIBIT A
SCOPE OF SERVICES

The objective of the US-395 Realignment EIR is to prepare environmental documentation under the California Environmental Quality Act (CEQA) sufficient for local jurisdictions to adopt an alignment into their General Plans, allowing for protection of the right-of-way for the corridor. A right-of-way preservation strategy is being prepared separately, as part of the Victor Valley Area Transportation Study (VVATS), to provide tools that local jurisdictions, Caltrans, and SANBAG can use to protect rights-of-way in the Victor Valley.

The analysis area for the US-395 Realignment EIR extends from I-15 in Hesperia to north of Desert Flower Road in Adelanto. The preparation of the EIR will be closely coordinated with Caltrans and each of the four local jurisdictions that will be affected by the new corridor. The four jurisdictions are the County of San Bernardino and the cities of Adelanto, Hesperia, and Victorville. The environmental analysis will be based on conceptual plans developed by Caltrans that will define corridor centerlines, an outside right-of-way line, and potential interchange locations for up to four alternatives. Exhibit 1 shows the area within which candidate alignments will be identified. A desired right-of-way width of up to 360 feet has been defined. Specific candidate alignments will be available to the consultant in time for inclusion in the EIR Notice of Preparation (NOP). Consultants should anticipate that up to 60 centerline miles of alignment will need to be analyzed as part of the EIR. Adjustments to the alignments in the NOP are possible as a result of public and agency input during the course of the EIR preparation. The consultant will need to work with SANBAG and Caltrans to identify possible variations in alignments believed to be needed to ensure that a viable preferred alignment can be identified. More specific interchange "footprints" for US-395 will be available from the VVATS effort in Fall 2006, and it is the intent that these footprints be considered as part of the EIR so that they can be adopted into local jurisdiction General Plans along with the preferred alignment. Refinements to the EIR's project description may be required prior to EIR certification so that the Notice of Determination can be based on the specific project definition intended for adoption into local general plans.

The EIR will also analyze a potential alignment for the proposed High Desert Corridor (HDC) between existing US-395 and the proposed realignment of US-395. It is the intent of the US-395 EIR to conduct the necessary environmental impact evaluation of this segment of the HDC that will allow affected local jurisdictions to adopt this alignment into their General Plans as well. This segment is included in the 60-mile alignment estimate referenced earlier. The HDC east of existing US-395 is the subject of a separate EIR/EIS process.

This EIR is being prepared at a program level, with a sufficient level of detail to define an alignment that can be adopted into the General Plans of the local jurisdictions. It is recognized that a project-level EIR/EIS will need to be prepared subsequent to this program-level EIR and that the project-level EIR/EIS could result in refinements of the preferred alignment. The right-

of-way preservation strategy will need to anticipate these potential refinements. However, the preparation of this EIR will involve a substantial effort to coordinate with and reach out to affected citizens and federal/state resource agencies so that public agencies and private property owners can move forward with a high level of probability that the preferred alignment identified in this program-level EIR is feasible and supportable by subsequent environmental processes. Consultant proposals should discuss how to maximize the likelihood that this will occur. A public outreach process is anticipated that goes well beyond the minimum CEQA requirements, and resource agency outreach will be conducted at a level that, at a minimum, identifies fatal flaws from the perspective of those agencies. This outreach process will need to be carefully coordinated with an EIR/EIS that Caltrans expects to undertake on the US-395 realignment from I-15 to SR-58. It is the intent that the preferred alignment that emerges from SANBAG's US-395 realignment EIR within the Victor Valley will be incorporated into the Caltrans EIR/EIS for the longer corridor.

It is recognized that risks are involved in preserving an alignment that has not yet been approved by Caltrans or the Federal Highway Administration. The approach to the EIR is to minimize the risk by proactively reaching out to local communities and to state and federal resource agencies to identify and respond to the issues with which they are concerned, allowing this input to guide the decision on the alignment. Tasks anticipated in the preparation of the US-395 Realignment EIR are described below.

Task 1 – Project Management

The consultant shall manage project tasks, submit written monthly progress reports with invoices, and schedule bi-weekly phone calls with the SANBAG project manager. The monthly progress report shall document specific accomplishments of each task, difficulties encountered, and any adjustments recommended in the project schedule.

Monthly meetings will be scheduled with the project's Technical Advisory Committee (TAC). The consultant shall document the major points and actions taken at each TAC meeting and provide those notes to the SANBAG project manager within two weeks following each meeting. Up to four presentations will be made to the Mountain/Desert Policy Committee at key milestones.

The consultant team will develop a project database of affected parties and interested participants. The database will include resource agencies, key stakeholders, meeting participants, sensitive receptors, and social, environmental, political, and professional organizations. Quarterly fact sheets shall be provided containing basic information on project progress. The fact sheets shall be suitable for inclusion in city council agendas and for posting on SANBAG's web site.

The consultant shall maintain all electronic and hard copy files pertaining to the project and shall provide SANBAG with an electronic version of all reports, technical memos, and backup data

prior to completion of the study. This shall include a PDF version of the final report. The consultant and subconsultants shall maintain consistent quality control procedures.

Deliverables:

- Monthly progress reports;
- Brief meeting notes and action items from the US-395 EIR Technical Advisory Committee meetings;
- Quarterly Fact Sheets providing an update on the progress of the study;
- Additional informational materials that can be posted on SANBAG's web site, as appropriate.

Task 2: Environmental Constraints Identification and Initial Study/Notice of Preparation

Environmental Constraints Identification: Plans and profiles for the candidate alignments will be obtained from Caltrans. The consultant will identify potential environmental constraints within each route. This constraints identification will be based on evaluating a 360 foot cross section (180 feet on either side of the centerline) using preliminary mapping at a scale appropriate for each environmental resource, overlaid on an aerial photo base. The purpose of the constraints identification is to provide further guidance to Caltrans on resources that should be avoided to the greatest extent possible in refining the alignments prior to the technical studies.

Initial Study/Notice of Preparation: An Initial Study and Notice of Preparation (NOP) will be prepared for the US-395 corridor from the I-15 to north of Desert Flower Road in Adelanto. The Initial Study for the corridor will describe expected issues and analysis to be provided in the EIR and the reasons for determining that certain environmental effects would not be significant. The NOP will indicate that an EIR is in preparation, and will request guidance from agencies and the public regarding the scope and content of the environmental information to be included in the EIR. The NOP will include a brief description of the alternatives (incorporated into an initial project description), and will identify the process for completing the EIR as well as its relationship to the Caltrans sponsored EIR/EIS and future local jurisdiction General Plan EIRs that will be conducted over the next five years.

The draft Initial Study/NOP will be submitted to SANBAG for review and approval for distribution. Local jurisdictions and Caltrans will also be involved in the review process. Using SANBAG's and Caltrans' NOP distribution list, Responsible Agencies, Trustee Agencies (if any), and other interested parties that should receive the NOP will be identified. The consultant will prepare a specific NOP distribution list for this corridor. SANBAG will distribute and mail the required copies of the Initial Study/NOP.

Deliverables:

- Constraints Identification Technical Memorandum

- Draft and final Initial Study and Notice of Preparation

Task 3: Public and Resource Agency Outreach

SANBAG and the other partner jurisdictions affected by the US-395 corridor anticipate one of the most important elements of performing the EIR to be the role of public participation. There is sensitivity of the communities in the region to the growing urbanization of the Victor Valley, and there is a need to balance these concerns against the long-term mobility needs for both the local and regional traffic passing through the corridor. Consequently, significant attention will be paid by SANBAG and the consultant to public outreach throughout the EIR process.

Public and resource agency outreach will be an important element in the preparation of the EIR. SANBAG desires that communities along the candidate alignments be afforded ample opportunity to review and comment on alignments prior to the identification of a preferred alignment that can be included in local General Plans. Communities will also have an opportunity to provide input to the adoption of the alignment within the local General Plan amendment process, subsequent to the preparation of this EIR.

Task 3.1: Scoping Meetings

Two formal scoping meetings shall be conducted to solicit from the public the scope of the significant issues that should be addressed in the EIR. The scoping meetings shall be held early in the process prior to the preparation of the technical studies. A court reporter shall record the proceedings of each of the scoping meetings.

Task 3.2: Public Outreach

Public outreach will involve multiple elements. Organized community groups or citizen associations along the corridor will serve as a primary vehicle for disseminating information and for obtaining input. The format for the exchange of information with these community groups will be determined through discussions with community leaders. It is estimated that up to 12 community meetings will be conducted to solicit input and provide information on subjects being addressed in the EIR. The goal is to provide residents potentially impacted by the project the maximum opportunity for input into the EIR process and to lay the groundwork for additional public outreach efforts that will be necessary as part of the future project-level EIS. In addition to the community meetings, two public hearings will be held following the release of the Draft EIR.

In addition to the meetings and hearings, the consultant will be expected to make presentations at up to eight meetings of city councils and the County Board of Supervisors and up to four meetings of the SANBAG Mountain/Desert Committee over the course of the project. Up to three fact sheets are anticipated explaining the status of the project at strategic points. This and other material may be placed on the SANBAG website.

Task 3.3: Resource Agency Coordination

The consultant shall assist SANBAG, local jurisdictions, and Caltrans in coordination with federal and state resource agencies. This shall include, at a minimum, the US Fish and Wildlife Service, the Army Corps of Engineers, the Environmental Protection Agency, the California Department of Fish and Game, State, regional water agencies, and such other agencies that may have permitting authority critical to determining the feasibility of the alignments or otherwise have an interest in the realignment of US-395. Although formal consultation with these agencies is not expected until the project-level EIR/EIS, it is desired that sufficient input be obtained from the resource agencies to identify an alignment that has a high likelihood of being determined to be feasible once the project-level EIR/EIS is complete. The consultant shall describe in their proposals an approach to resource agency coordination appropriate to the objectives of establishing a preferred alignment for US-395 in the context of this EIR.

Deliverables:

- Materials for scoping meetings and scoping meeting documentation
- Handouts and presentation materials to support the identified meetings
- Up to three fact sheets

Task 4: Preparation of Technical Studies

Although the EIR for the corridor will be a program-level, corridor-focused document, certain technical studies will be required to provide the basis for selection of a preferred alignment, including the following:

Cultural Resources: For each alignment within the corridor, records searches with the San Bernardino County Museum and other appropriate archeological data sources shall be conducted to determine the location of known archaeological sites and any prehistoric or historic resources that are listed on or eligible for the National Register of Historic Places. Documentation for compliance with Section 106 of the National Historic Preservation Act shall be completed as part of this task. Section 106 compliance shall include records searches for each alignment and field surveys to spot check areas in the vicinity of recorded sites or resources. New site record forms or updates to previous site records shall be performed for up to 100 affected sites. Detailed, 100 percent coverage field surveys would be conducted as part of the future construction level documents.

Biological Resources: The consultant shall conduct an overview-level analysis of biological resources issues for the US-395 corridor alignment. Biological resources shall be examined along at least a 500-foot wide swath that is centered on the alignments and include the footprints of potential interchanges. The analysis shall consist of a review of literature sources, examination of aerial photographs, field surveys, and preparation of a technical report on the survey results and potential project impacts. This shall include examination of biological studies conducted as part of development applications, general plans, and prior transportation studies in the corridor. The analysis shall provide general information on biological resources with a focus on sensitive

resource issues. The report shall be suitable for inclusion as a technical appendix to the EIR.

The consultant shall review available literature sources (California Natural Diversity Data Base, California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, and other pertinent sources) to summarize existing information on habitat types and reported locations of threatened or endangered species, or species otherwise considered sensitive. Preliminary habitat maps shall be prepared based on recent aerial photographs and other available sources.

Field surveys shall be performed to field-truth and refine habitat mapping and to assess habitat suitability for threatened, endangered, and other sensitive species. Areas that potentially qualify as wetlands, streambeds, and other jurisdictional waters shall be identified. Potential habitat linkages and wildlife corridors shall also be identified. The field survey should be an overview survey to identify sensitive habitat areas and areas that may require more detailed field analyses under future studies.

The consultant shall prepare a technical report documenting the results of the literature review and field surveys. The report shall include a general assessment of biological resources within the potential project alignments, identification of sensitive habitat types, a discussion of habitat linkage and wildlife corridor issues, a description of sensitive species that may occur within the alignments, and maps and other exhibits showing habitats and linkage/corridor locations. Potential impacts resulting from each of the alternative routes shall be analyzed based on available project plans. Mitigation measures shall be identified to offset any potentially significant impacts. The consultant shall identify any additional focused surveys that may be required for subsequent review of the routes.

Detailed, 100 percent coverage surveys (including protocol surveys for any threatened or endangered species) would be conducted as part of the future construction level documents. SANBAG will coordinate with Caltrans, FHWA, USFWS, and CDFG to confirm the scope and extent of work to be covered in this initial phase.

Floodplain Evaluation: Information on floodplains shall be obtained from mapping by the Federal Emergency Management Agency and from available data in General Plans. The consultant shall evaluate potential floodplain encroachments for the areas within the corridor right-of-way. A Floodplain Evaluation form shall be prepared.

Hazardous Waste: Records searches of agency databases shall be conducted to determine whether the corridor would impact known hazardous waste sites. Field surveys shall be conducted as appropriate to prepare a Hazardous Waste Initial Site Assessment the corridor.

Socioeconomics: A Background Socioeconomic Analysis shall be prepared to determine potential socioeconomic impacts of the US-395 corridor. The Background Socioeconomic Analysis shall provide a description of existing land use, housing, employment, and population conditions in the vicinity of the project alignments. The impact analysis shall address the potential impacts on the residential population and local business community within the project impact area for each alignment, including land use compatibility impacts associated with the proposed improvements. Discussions on environmental justice, right-of-way displacements, relocation assistance, business impacts, neighborhood cohesion, and fiscal impacts (i.e.,

estimated loss of property tax and sales tax revenues) shall be included. The analysis shall also address each alignment's consistency with relevant local, regional, and state regulations and plans. This shall include an assessment of potential indirect and cumulative effects of the US-395 realignment.

Parklands and Recreation: Information on public parklands and historic sites within the corridor right-of-way shall be evaluated.

Traffic: The Victor Valley Area Transportation Study will provide the traffic data needed to support the analyses in the US-395 Realignment EIR. VVATS will also provide a sufficient level of traffic analysis to determine lane requirements and interchange requirements for the facility. VVATS will also analyze level of service for 2030 and for a build out scenario for the mainline, interchanges and the roadway system feeding the facility. The consultant for the US-395 Realignment EIR shall use the traffic analysis prepared as part of VVATS to evaluate the potential traffic impacts of the realignment on the surrounding communities.

Air Quality: Regional air quality modeling shall be prepared to determine if proposed improvements to the US-395 corridor would result in any exceedance of State or federal ambient air quality standards. Up to ten carbon monoxide (CO) hot spots shall be analyzed within the corridor, locations for which will be mutually determined by the consultant and SANBAG.

Noise: A noise study shall be prepared for the corridor to document existing and future noise levels along each alignment, with an emphasis on identifying impacts to sensitive receptors and estimating noise impact mitigation requirements.

Visual: A preliminary visual analysis shall be prepared to address potential visual impacts of the project alternatives within each corridor. A detailed visual analysis following the FHWA Visual Impact Assessment Guidelines for Highway Projects is not applicable at this stage of project development, but would be appropriate at the time a construction-level environmental document is prepared.

The visual analysis for this stage of project development shall describe the existing visual characteristics of the area surrounding each alternative and shall identify any significant visual resources. The potential visual impacts from implementation of project will be evaluated through the use of ground level photographs from viewpoints near the project site. Impacts shall be assessed in terms of modifications to landforms and other visual features, as well as any light and glare that may result from project implementation.

For each technical study, a stand alone technical report (draft and final versions) shall be prepared. Other technical evaluations such as public services/utilities and geology will be provided based on General Plan environmental setting data or other data available for the areas within the proposed project limits. Detailed studies would be conducted as part of the construction level document for the corridor. Other technical studies, or variations of the above technical studies, believed to be required to achieve project objectives shall be identified in the consultant's proposal.

Deliverables

- Draft and final technical reports, six copies of each, plus electronic media

Task 5: Screencheck Draft EIR

Appropriate environmental documentation pursuant to current CEQA requirements shall be prepared. Key inputs to the EIR will be generated during earlier portions of the work program.

The environmental consequences of the proposed corridor will be analyzed as follows:

- Evaluation and analysis of specific characteristics of the Victor Valley as they affect and will be affected by the proposed US-395 realignment.
- Assessment of the environmental impacts that will be created by implementation of the US-395 Realignment based on established thresholds of significance.
- Formulation of conceptual mitigation measures that can be effectively implemented.
    - The following CEQA mandated topics will be addressed:
        - Any significant irreversible environmental changes that would be involved in the proposed action should it be implemented.
        - Unavoidable adverse impacts.
- Indirect and cumulative effects of the proposed US-395 realignment, in conjunction with the General Plan updates being conducted by the jurisdictions along the corridor.
- Preparation of evaluation matrices and accompanying texts that can be easily understood by agency staff, elected officials, and the public as a means of evaluating pros and cons of the US-395 alignments. This information will be used as a basis for discussion of the merits of each alignment, leading to a final definition and selection of "the project" for CEQA purposes.

These work efforts shall be compiled into a Screencheck Draft EIR, along with analysis of topical issues required by CEQA, an introduction, and project description. Two Screencheck Draft EIRs shall be prepared prior to public distribution of the Draft EIR. SANBAG will coordinate reviews of the Screencheck Drafts. The consultant shall provide 15 copies of each Screencheck Draft.

Deliverables:

- Two screencheck draft EIRs, 15 copies each

Task 6: Draft EIR

Following review and modifications to the second Screencheck Draft EIR, a Draft EIR and Notice of Completion shall be prepared and submitted to SANBAG for review and approval to circulate. The Draft EIR will be circulated for public review to the agencies listed on the NOP distribution list (as updated). Draft notices for publication in area newspapers will also be prepared. Public hearings will be conducted during the public review period. The consultant shall attend up to two public hearings to assist SANBAG, local jurisdiction staff and Caltrans staff in soliciting and responding to the public comments that will result from circulation of the Draft EIR for the project. Venues for public hearings will be determined jointly by SANBAG and other participating agencies, with consultant input.

Deliverables:

- Draft EIR, 25 copies plus electronic media
- Notice of completion
- Material to support public hearings

Task 7: Final EIR

At the close of the public review period for the Draft EIR, the consultant shall meet with SANBAG, Caltrans, and local jurisdiction staff to review any comments on the Draft EIR that were received, and to discuss potential responses to these comments. Once draft responses to comments are completed, they shall be submitted to SANBAG, Caltrans, and local jurisdiction staff for review and comment. Agency comments shall be incorporated into the Pre-Final EIR, which will also include the following.

- Draft EIR
- Technical appendices
- Findings of Fact and (if needed) Statement of Overriding Considerations
- Draft SANBAG Resolution certifying the EIR and selecting a preferred alignment
- Draft Notice of Availability of Final EIR

The Pre-Final EIR will be submitted to SANBAG, Caltrans, and the local jurisdictions for concurrent review. This shall include a refined or final definition of "the project," as necessary, which will represent the US-395 realignment that can be adopted into local jurisdiction General Plans and upon which a Notice of Determination can be based. Once all comments are received, the consultant shall make revisions to produce a single check print of the Final EIR that will be circulated to SANBAG, local jurisdictions, and Caltrans for review. Following certification of the Final EIR, the consultant shall print up to 100 copies for distribution to agencies that submitted substantive comments on the Draft EIR. The EIR shall also be provided in electronic media. The consultant shall prepare draft transmittal letters for use by SANBAG.

Deliverables:

- Responses to comments on Draft EIR
- Final EIR, up to 100 copies
- Technical appendices
- Findings of Fact and (if needed) Statement of Overriding Considerations
- Draft SANBAG Resolution certifying the EIR and selecting a preferred alignment
- Draft Notice of Availability of Final EIR

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: July 5, 2006

Subject: Investment Policy No. 20100

Recommendation:* Approve modifications to Investment Policy No. 20100.

Background: The California Government Code, which governs the investment of public funds (Section 53601 and 53635 et seq.), mandates that the governing body of a local agency annually review the agency's investment policy at a public meeting. SANBAG's policy was previously reviewed and approved at the Board of Director's meeting on November 2, 2005.

As the Chief Financial Officer, I reviewed the current Investment Policy and determined that it was very conservative for an agency with cash flows similar to SANBAG's funding and cash flows. I asked PFM Investment Management, who is the new SANBAG investment advisor since April 1, 2006, to review the policy and recommend changes. We both agreed that adoption of a new policy which incorporated some of the more important existing provisions permitted in the California Government Code would be appropriate for the needs of SANBAG and should be considered by SANBAG.

The current Investment Policy is conservative and was developed in response to the Orange County bankruptcy. The California Government Code permits more

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0607b-tjm.doc
94207000
Attachment
Draft Investment Policy 20100

diversification of investments, no limits on the investment allocation to U.S. Agency securities, and maturities up to 5 years. The new Investment Policy recommended for approval by the Administrative Committee permits investments with maturities up to 4 years, permits an increase in Commercial Paper allocation from 15% to 25%, has no limit to the investment allocation to U.S. Agency securities (however, it imposes a limit that no more than 10% of the SANBAG investment portfolio be invested in the securities of any single U.S. Agency), and permits investments in Repurchase Agreements, Bankers' Acceptances, Medium Term Corporate Securities and Bank Certificates of Deposit with ratings requirements equal to or higher than those established by the California Government Code.

Attached is an amended Investment Policy (marked for changes) recommended for approval by the Board of Directors.

Financial Impact: There is no immediate impact to the current budget or the FY 2005/2006 Budget. The Chief Financial Officer expects that the new Investment Policy will improve the investment returns for the SANBAG investment portfolio with minimal increase in market and credit risk. Oversight activities for SANBAG investments are consistent with the FY 2006/2007 Budget. Funding sources are Measure I Valley Administration Fund and Measure I Mountain/Desert Administration Fund (Task No. 94207000).

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

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94207000
Attachment
Draft Investment Policy 20100

San Bernardino Associated Governments		Policy	20100
Adopted by the Board of Directors	October 2, 1996	Revised	~~11/2/05~~ 6/14/06
Investment Policy		Revision No.	~~9~~ 10

Table of Contents

Purpose | Definitions | Policy | Investment Goals | Prudent Investor Standard | Scope | Delegation of Authority | Conflicts of Interest | Portfolio Maturity Limits | Allowable Investments for SANBAG Operating Funds | Additional Allowable Investments for Bond Proceeds Only | Prohibited Investment Transactions | Investment in "Derivative" Securities | Leveraging | Safekeeping of Securities | Competitive Bidding of Investments | Qualifications of Broker/Dealers | Annual Management Review and Audit | Segregated Investment, Execution and Record Keeping, and Reporting | Quarterly Reporting | Annual Submission of Investment Policy | Revision History

I. PURPOSE

The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

~~II. DEFINITIONS (None)~~

~~III~~I. POLICY

The Board of Directors of the San Bernardino Associated Governments (SANBAG) and its related authorities and agencies recognizes its responsibility to direct the investment of funds under its care. This policy is designed to meet the specific needs of SANBAG while ensuring the safety of funds.

~~IV~~III. INVESTMENT GOALS

The investment of funds by SANBAG shall be guided by the goals of safety, liquidity, diversification, and a reasonable market rate of return.

Safety: Safety of principal is the foremost objective of the investment program. Investments of SANBAG will be undertaken in a manner that seeks to ensure the preservation of capital in the ~~overall~~ portfolio.

Liquidity: SANBAG's investment portfolio will remain sufficiently liquid to enable SANBAG to meet all operating requirements and budgeted expenditures, including an additional amount to cover reasonably estimated contingencies.

Diversification: The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.

Reasonable Market ~~Ratio~~Rate of Return: The investment portfolio will be designed to attain a market average rate of return through economic cycles which is consistent with SANBAG's primary goals of safety, liquidity and diversification.

~~V~~IV. PRUDENT INVESTOR STANDARD

SANBAG investments are governed by the ~~P~~prudent ~~I~~investor ~~S~~standard, set forth as follows:

> When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, **including, but not limited to, the general economic conditions and the anticipated needs of the agency** that a prudent person acting in a like capacity and familiarity with those matters would use in the ~~conduct~~**investment** of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part ~~to~~**of** an overall investment strategy, ~~a trustee is authorized to acquire~~ investments **may be acquired** as authorized by law.

~~V~~IV. SCOPE

The investment policy applies to all financial assets held by SANBAG, including bond proceeds. Funds specifically exempt from this policy include employee deferred compensation plans, employee pension plans, or assets held in trust by SANBAG with specific investment instructions.

~~VI~~VI. DELEGATION OF AUTHORITY

SANBAG's bylaws designate the Executive Director as Treasurer for the Agency.

Under the direction and oversight of the Executive Director, and in consultation with SANBAG's investment adviser, the Chief Financial Officer (CFO) shall direct the investment of SANBAG operating funds, which are not invested in the County Pool or in LAIF ("DIRECT INVESTMENTS"). In addition, the CFO, under the direction and oversight of the Executive Director, and in consultation with SANBAG's investment adviser, shall review the alternatives for the investment of bond proceeds, and shall recommend such investments to the SANBAG Board for its approval. All officials, staff members and consultants are directly accountable to the SANBAG Board for investment functions.

~~VII~~VII. CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which could impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the Executive Director any financial interest with a financial institution or broker that conducts business with SANBAG. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of SANBAG's portfolio.

~~IX~~VIII. PORTFOLIO MATURITY LIMITS

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit the Authority to meet all projected obligations.

~~SANBAG's investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.~~ The maximum maturity of any other investment of operating funds ("direct investments") may not exceed **~~two~~four** years.

Investment of bond proceeds shall be made in consideration of the liquidity needs of the bond fund, and may not exceed five years, except for securities to be held in a defeasance escrow for refunded bonds and bond debt serve reserve funds.

Investments in the San Bernardino County Pool and in LAIF are subject to maturity limits and other investment restrictions as imposed by the governing bodies of those agencies.

~~X~~IX. ALLOWABLE INVESTMENTS FOR SANBAG OPERATING FUNDS

Investment of ~~local agency~~**SANBAG's** funds is governed by the California Government Code, Sections 53600 et seq. and 53635 et seq. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

~~It shall be SANBAG's long term objective to diversify its investments by maintaining approximately one half of its investable operating funds in LAIF, and approximately one half in direct investments in US Treasury securities, Federal agency notes, commercial paper, and money market mutual funds. In order to minimize transfers among allowable investment vehicles, the allowable maximum for the LAIF shall be 60%. Because it can be fully diversified, up to 100% of SANBAG operating funds may be comprised of direct investments. In addition, SANBAG shall maintain adequate funds in the San Bernardino County Pool to fund checks drawn on the County Treasury. It is estimated that an amount not to exceed 30% of SANBAG's operating funds is sufficient to fund checks drawn on the County Treasurer.~~

~~The following investment vehicles are permitted for the investment of operating reserves:~~

~~1. San Bernardino County Investment Pool~~		
-	~~Quality:~~	~~AAA~~
-	~~Portion of Portfolio:~~	~~30% maximum~~
-	~~Term:~~	~~Average maturity of fund must be less than 3 years~~

~~2. California State Local Agency Investment Fund (LAIF)~~		
-	~~Quality:~~	~~Not rated~~
-	~~Portion of Portfolio:~~	~~60% maximum~~

-	~~Term:~~	~~Average maturity of fund must be less than 3 years.~~

~~Direct Investments~~

~~3. Money Market Mutual Funds~~

-	~~Quality:~~	~~AAA~~
-	~~Portion of Portfolio:~~	~~20% maximum~~
-	~~Term:~~	~~Limited to funds which strive to maintain a share value of $1.00 (money market funds) and which invest in securities permitted by the California Government Code.~~

~~4. United States Treasury Bill, Notes, and Bonds~~		
-	~~Quality:~~	~~Not applicable~~
-	~~Portion of Portfolio:~~	~~No limit~~
-	~~Term:~~	~~2 year maximum~~

~~5. Government Agency Securities (Includes Federal agency obligations and United States sponsored enterprises)~~		
-	~~Quality:~~	~~Not applicable~~
-	~~Portion of Portfolio:~~	~~40%~~
-	~~Term:~~	~~2 year maximum~~

~~6. Commercial Paper~~		
-	~~Quality:~~	~~P1 (Moody=s) and A1 (Standard and Poor=s)~~
-	~~Portion of Portfolio:~~	~~15%~~
-	~~Issue Limit:~~	~~5%~~
-	~~Term:~~	~~270 day maximum~~

The following investment vehicles are permitted for the investment of operating funds.

A. Government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.

B. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. No more than 10% of SANBAG's investment portfolio may be invested in the obligations of any one federal agency or United States government-sponsored enterprise.

C. Repurchase Agreements used solely as short-term investments not to exceed 30 days.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in IX. A and B, will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to SANBAG's custodian bank by book entry, physical delivery, or by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102% of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102% no later than the next business day.

Market value must be calculated each time there is a substitution of collateral.

SANBAG or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to the Repurchase Agreement.

SANBAG may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York.

SANBAG will have specific written agreements with each firm with which it enters into Repurchase Agreements.

Reverse repurchase agreements will not be allowed.

E. Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by a nationally recognized statistical-rating organization.

Purchases of Bankers' Acceptances may not exceed 180 days maturity or 20% of SANBAG's investment portfolio. No more than 5% of SANBAG's investment portfolio may be invested in the Bankers' Acceptances of any one commercial bank.

F. Commercial paper rated in the highest short-term rating category, as provided by a nationally recognized statistical-rating organization, provided that the issuing corporation is organized and operating within the United States, has total assets in excess of $500 million and has an "A" or higher rating for its long-term debt, if any, as provided by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars ($500,000,000); (c) has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.

(2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond; (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation.

Purchases of commercial paper may not exceed 25% of SANBAG's investment portfolio. No more than 5% of SANBAG's investment portfolio may be invested in commercial paper of one issuer.

G. Medium-term corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. Medium-term corporate notes shall be rated in a rating category "AA," or its equivalent or better, by a nationally recognized statistical-rating organization.

Purchase of medium-term corporate notes may not exceed 20% of SANBAG's investment portfolio. No more than 5% of SANBAG's investment portfolio may be invested in a medium-term note of any one corporation.

H. Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated "AA" or better by a nationally recognized statistical-rating organization.

Purchase of negotiable certificates of deposit may not exceed 20% of SANBAG's investment portfolio.

I. State of California's Local Agency Investment Fund (LAIF)
Investment in LAIF may not exceed 60% of SANBAG's operating funds or $40 million, whichever is less.

J. San Bernardino County Investment Pool
Investment in the San Bernardino County Investment Pool may not exceed 30% of SANBAG's operating funds.

K. Insured savings accounts

L. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision, these companies shall either: (1) have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, or (2) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds and with assets under management in excess of $500,000,000.

The purchase price of shares of beneficial interest purchased shall not include any commission that the companies may charge and shall not exceed 20% of SANBAG's investment portfolio. Further, no more than 10% of SANBAG's investment portfolio may be invested in shares of beneficial interest of any one money market fund.

For purposes of determining compliance with this policy, where this section specifies a percentage limitation for a particular category of investment, that percentage is applied on the date of purchase. Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

XIX. ADDITIONAL ALLOWABLE INVESTMENTS FOR BOND PROCEEDS ONLY

A. California ~~Arbitrage~~**Asset** Management Program (CAMP)'**s** ~~separately managed portfolios and~~ money market ~~funds~~**pool**, which ~~are~~**is** rated AAA ~~or better~~ and ~~have~~**has** an average maturity of one year or less **and its separately managed portfolio**.

B. Investment agreement with a AA rated bank or collateralized investment agreement with an A rated bank or an investment acceptable to a bond insurance company and approved specifically by the SANBAG Board.

C. Debt service reserve funds **and debt service funds** may be invested longer than five years as long as they are permitted by state law and investments are readily available for bond payments and other bond purposes (refundings, defeasance, etc.).

D. U.S. Treasury Securities and State and Local Government Securities having a maturity longer than five years are permitted for escrowed defeasances.

E. Forward purchase agreements, forward delivery agreements and debt service reserve agreements approved specifically by the SANBAG Board.

F. Other investments as permitted by bond indentures.

~~XII.~~XI PROHIBITED INVESTMENT TRANSACTIONS

Any investment not specifically allowed by this policy is prohibited.

~~XIII~~XII. INVESTMENT IN "DERIVATIVE" SECURITIES

Direct investment in derivative securities is prohibited. A "derivative security" is any investment the value of which is derived from an underlying security, commodity or index. For purposes of this policy, a derivative is any security that has principal and/or interest payments which are subject to significant uncertainty as to timing, and/or amount.

It is understood that the County Pool and LAIF may invest in certain derivative securities.

~~XIV~~XIII. LEVERAGING

All forms of portfolio leverage, including, but not limited to, securities lending programs, reverse repurchase agreements, and margin accounts, are prohibited.

~~XV~~XIV. SAFEKEEPING OF SECURITIES

SANBAG shall enter into an agreement with a bank trust department to serve as the safekeeping agent for all direct investments. The safekeeping agent shall hold all investments in an account for the sole benefit of SANBAG. All direct investments shall be delivered by the broker to SANBAG's safekeeping account on a delivery versus payment basis.

~~XVI~~XV. COMPETITIVE BIDDING OF INVESTMENTS

The investment procedures require that approved broker/dealers compete for direct investment purchases and sales to ensure that all investment transactions are free from favoritism. The CFO shall determine the best execution price for SANBAG, and act accordingly.

~~XVII~~XVI. ~~QUALIFICATIONS OF~~ BROKER/DEALERS

If a third party investment advisor is authorized to conduct investment transactions on SANBAG's behalf, the investment advisor may use their own list of approved broker/dealers and financial institutions for investment purposes. The investment advisor's approved list must be made available to SANBAG upon request.

For any investment transactions conducted by the Treasurer on behalf of SANBAG, the Treasurer shall comply with the following requirements:

~~All investment t~~Transactions initiated ~~on behalf of~~by SANBAG shall be executed through government securities dealers reporting as primary dealers to the New York Federal Reserve Bank of New York or direct issuers (defined as corporations that issue their own securities) **and through secondary dealers who have received prior approval to do business with SANBAG.**

Primary dealers wishing to do business with SANBAG must meet the following criteria:

1. The primary dealer representative must have demonstrated experience providing investment services to public agencies in California.

2. The primary dealer representative must provide SANBAG with a minimum of three references of finance officials from public agencies in California.

~~3. The primary dealer representative must demonstrate expertise in the particular categories of investment securities that meet SANBAG's objectives, as described in SANBAG's Investment Policy.~~

~~Transactions may be executed through secondary dealers who have received prior approval to do business with SANBAG. In order to obtain approval, s~~Secondary dealers must complete a broker/dealer application provided by SANBAG, and must meet the following criteria to the satisfaction of SANBAG's Chief Financial Officer:

1. The broker/dealer must qualify under SEC Rule 15C3-1 (uniform net capital rule).

2. The broker/dealer and the broker/dealer representative must be properly registered with the appropriate state and federal regulatory bodies.

3. The broker/dealer should be a market maker and have a strong market presence in one or more product areas that are pertinent to SANBAG's investment goals.

4. The broker/dealer and its representative should be well established in the business and have an acceptable track record.

~~Both primary and secondary broker/dealers will be evaluated on trade execution, accuracy and timeliness of information provided, and quality of service.~~

Each broker/dealer will be sent a copy of this Policy, a broker/dealer application, and a list of persons authorized to execute transactions on SANBAG's behalf. In order to be considered for investment business opportunities with SANBAG, each firm must acknowledge receipt of such materials.

~~XVIII. ANNUAL MANAGEMENT REVIEW AND AUDIT~~

~~An annual audit of all SANBAG's investment policies, practices, procedures, and portfolio status will be conducted by an independent consultant. The consultant will provide SANBAG with written observations and recommendations regarding the adequacy of investment controls.~~

~~XIX. SEGREGATED INVESTMENT, EXECUTION AND RECORD KEEPING, AND REPORTING~~

~~Monthly reconciliation of the CFO's investment records to bank, broker/dealer, and safekeeping confirmations will be performed by a member of the finance staff other than the CFO.~~

XXXVII. QUARTERLY REPORTING

The CFO will provide a quarterly report to the Administrative Committee and to the Board of Directors providing the following information:

A. Break~~down~~out of all securities, investments and moneys held by SANBAG by investment type, issuer, date of maturity, par, dollar amount and percent of portfolio invested in each.

B. A description of all SANBAG's funds, investments or programs that are under the management of any outside party that is not a local agency. This report must also include market valuation of the portfolio and the source of the valuation.

C. A statement of compliance with investment policy and a statement denoting the ability of SANBAG to meet is expenditures for the next six months.

XXIXVIII. ANNUAL SUBMISSION OF INVESTMENT POLICY

SANBAG's CFO shall render a statement of investment policy to the Board of Directors annually. The Board shall consider the policy, with any changes, in a public meeting.

XXIIXIX. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	10/2/96
1	20100: Added paragraph starting with "It shall be SANBAG's long term objective . . . ".	9/3/97
2	No changes.	12/2/98

3	20100.10: Changed percentage of operating funds amount to 20%. 20100.10: Changed percentage of San Bernardino portfolio to 20%.	11/3/99
4	No changes. Re-approved by the Board of Directors.	11/1/00
5	Added Para. 20100.16 Qualifications of Broker/Dealers; re-sequenced existing paragraphs. 20100.16, 20100.17, 20100.18, 20100.19, 20100.20, and 20100.21 to 20100.17, 20100.18, 20100.19, 20100.20, and 20100.22. Revised Par. 20100.10: Revised "...not to exceed 20% of SANBAG's operating funds..." to "...not to exceed 30% of SANBAG's operating funds...", and "Portion of Portfolio: 20% maximum" to "Portion of Portfolio: 30% maximum".	11/7/01
6	**Changed paragraph numbering style from 20100.1,20100.2, 20100.3 etc. to I, II, III, etc.** **Par. IX: Changed "one year" to "two years".** **Par. X.4: Changed "1 year maximum" to "2 year maximum".** **Par. X.5: Changed "1 year maximum" to "2 year maximum".** **Par. X.6: Changed "180 days maximum" to "270 day maximum".**	11/6/02
7	**No changes. Re-approved by the Board of Directors**	**11/5/03**
8	No changes. Re-approved by the Board of Directors	1/5/05
9	No changes. Re-approved by the Board of Directors	11/02/05
10	**Paragraphs on DEFINITIONS, ANNUAL MANAGEMENT REVIEW AND AUDIT, AND SEGREGATED INVESTMENT, and EXECUTION AND RECORD KEEPING: Deleted.** **Paragraphs III, IV, IX, and XVII: Minor revisions.** **Paragraphs VIII, IX, and XVI: Major revisions.**	

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: July 5, 2006

Subject: Monthly SANBAG Investment Report

Recommendation:* Receive SANBAG Investment Report and approve new format.

Background: The SANBAG Investment Report, which has been distributed monthly to the Board in the Board packet, has been a lengthy summary of the investment program including a summary of Local Agency Investment Funds (LAIF), and all investment holdings of the San Bernardino County pool. Reports in the past have often been over 70 pages of information and presented more information than what may be useful for the Board and more than what is required by the California Government Code.

The attached report has been shortened significantly and designed to present the most important information to the Board in a manner that is hopefully easier to read and understand. The report contains all information that is required by the California Government Code, and the more detailed information on the investment program is available from the Chief Financial Officer or his staff.

Based upon discussion with the Administrative Committee on June 14, 2006, in addition to the monthly report submitted to the Board, a slightly more informative

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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Quarterly Report will be prepared and submitted at the end of each quarter to both the Administrative Committee and the Board of Directors.

Financial Impact: There is no impact to SANBAG's current or future budgets.

Reviewed By: This item was received and unanimously recommended for approval by the Administrative Committee on June 14, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

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TRANSPORTATION MEASURE I

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

Memo

DATE: June 22, 2006

TO: Board of Directors

FROM: Terrence J. McGuire
Chief Financial Officer

SUBJECT: Monthly Investment Report for Period Ending May 31, 2006

The attached Monthly Investment Report provides summary level information about SANBAG's portfolios comprising operating reserves and rail assets as of May 31st. The report presents SANBAG's investments in a format that clearly illustrates how these funds are invested. The report includes information about the portfolio composition, credit quality, and maturity structure. The format of this report was reviewed and approved by the Administrative Committee on June 14, 2006.

The next report the Board will receive will be a Quarterly Investment Report which, in addition to the information presented in the Monthly Investment Report, will include a Summary of Relative Performance, a Summary of Portfolio Holdings and a Cash Flow Forecast. The Summary of Portfolio Holdings will show the investments in the bond funds held by the bond trustee, the Bank of New York Trust Company, as well as the total balances in the operating reserve and rail assets portfolios. The Cash Flow Forecast will present one year of historic and two years of projected revenue and expenditure information on a quarterly basis for the Measure I program. The detailed data that was formerly included in the monthly reports is available from Jenny Betancourt in my office. I expect that the Quarterly Investment Report will be presented to the Administrative Committee for review and the Board as an information item.

The portfolio is in compliance with SANBAG's investment policy and the California Government Code.

The portfolio is structured so that sufficient funds are available to meet our operating requirements and our construction and debt service payments for the next six months.

cc: Tony Grasso

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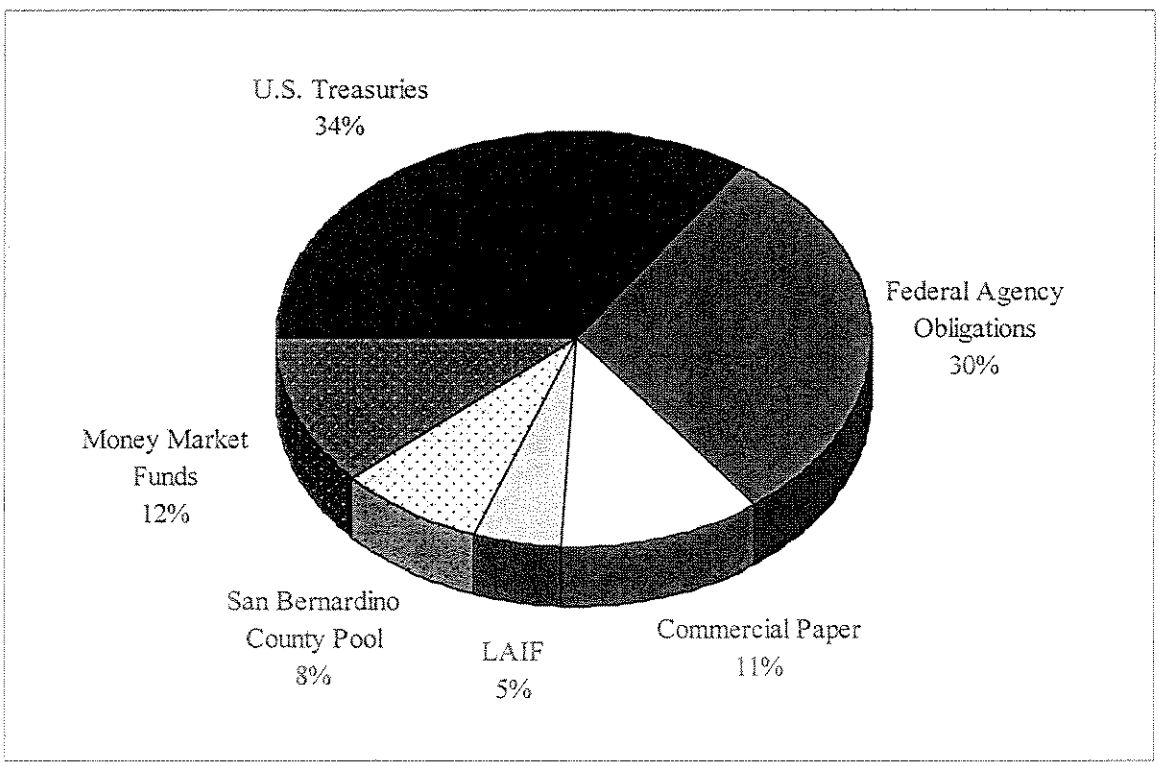
May 31, 2006

A listing of SANBAG's investments for the operating reserve and rail assets is shown below.

	Composition of Portfolio		
	Market Value	Percentage of Portfolio	% Permitted by Policy
U.S. Treasuries	$48,793,708	34%	100%
Federal Agencies	42,937,908	30%	40%
Commercial Paper	15,429,729	11%	15%
Money Market Funds	16,616,404	12%	20%
Local Agency Investment Fund	6,639,473	5%	60%
San Bernardino County Investment Pool	11,058,742	8%	30%
TOTAL PORTFOLIO	**$141,475,964**	**100%**	

Composition Distribution

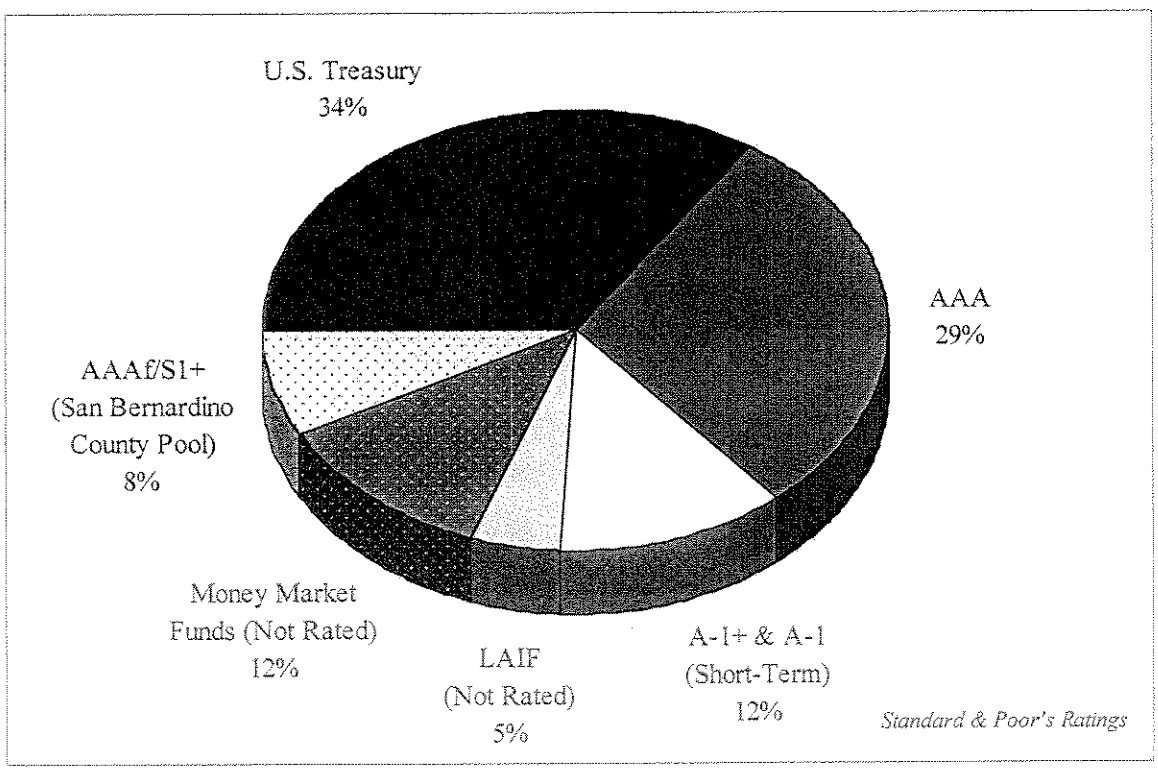


The securities in SANBAG's portfolio are high quality, as shown below.

Credit Ratings of Portfolio

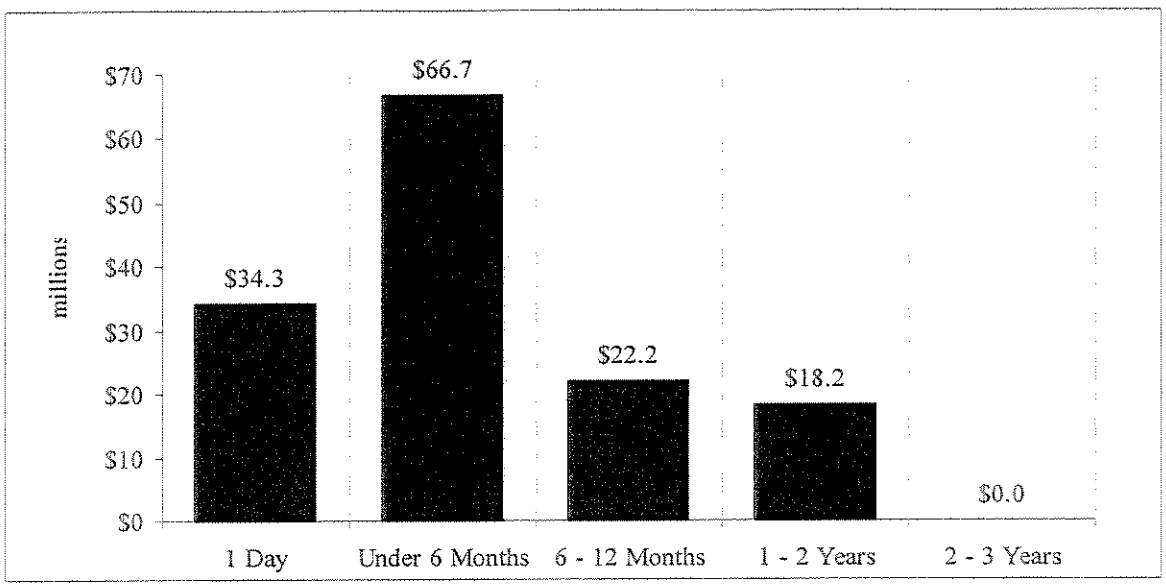
	Market Value	Percentage of Portfolio
U.S. Treasury	$48,793,708	34%
AAA	41,524,281	29%
AAAf/S1+ (San Bernardino County Investment Pool)	11,058,742	8%
A-1/P-1 (Short-Term Rating)	16,843,356	12%
AA	0	0%
A	0	0%
Money Market Funds (Not Rated)	16,616,404	12%
LAIF (Not Rated)	6,639,473	5%
TOTAL	**$141,475,964**	**100%**

Credit Rating Distribution



The portfolio has a high degree of liquidity.

Maturity Distribution of Portfolio



Characteristics of PFM-Managed Portfolio*

Weighted average years to maturity:	0.48 years
Yield to maturity at cost:	4.24%
Yield to maturity at market:	4.96%

*Excludes LAIF, Money Market Funds and San Bernardino County Investment Pool

Summary of Portfolio Holdings
May 31, 2006

Account Name	Par/Shares	Original Cost	Market Value	Average Maturity	Investment Vehicle
Operating Reserve					
Portfolio	$104,020,000	103,281,697	103,085,113	0.5 years	Individual Portfolio
Liquid Funds	34,314,619	34,314,619	34,314,619	1 day	County Pool/LAIF/MMF
Rail Assets					
Portfolio	4,085,000	4,053,851	4,076,232	15 days	Individual Portfolio
Sub-Total	$142,419,619	$141,650,167	$141,475,964		
TRUSTEE HELD FUNDS					
92A					
Escrow	$40,246,000	$15,360,165	$36,321,520	2.2 years	Individual Portfolio
93A					
Reserve	4,760,000	4,481,732	4,708,770	4 years	Individual Portfolio
96A					
Revenue Fund	73,578	73,578	73,578	1 day	Dreyfus Fund
Interest Fund	350,366	350,366	350,366	1 day	Dreyfus Fund
Principal Fund	1,291,250	1,291,250	1,291,250	1 day	Dreyfus Fund
97A					
Revenue Fund	121,898	121,898	121,898	1 day	Dreyfus Fund
Interest Fund	474,245	474,245	474,245	1 day	Dreyfus Fund
Principal Fund	2,156,250	2,156,250	2,156,250	1 day	Dreyfus Fund
2001A					
Revenue Fund	137,180	137,180	137,180	1 day	Dreyfus Fund
Interest Fund	488,141	488,141	488,141	1 day	Dreyfus Fund
Principal Fund	2,451,667	2,451,667	2,451,667	1 day	Dreyfus Fund
2001B					
Revenue Fund	121,745	121,745	121,745	1 day	Dreyfus Fund
Interest Fund	395,325	395,325	395,325	1 day	Dreyfus Fund
Principal Fund	2,172,500	2,172,500	2,172,500	1 day	Dreyfus Fund
Sub-Total	$55,240,144	$30,076,042	$51,264,434		
GRAND TOTAL	$197,659,763	$171,726,208	$192,740,398		

MAJOR PROJECTS MEASURE I
CASH FLOW PLAN (ECAP Forecast Minus 1%)

FISCAL 05/06 BASELINE PLAN
APRIL 2005 INCLUDING UPDATED AND PRIOR YEARS DATA

FISCAL YEARS
DOLLARS IN MILLIONS

	FTD	98/99	99/00	00/01	01/02	02/03	03/04	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	TOTAL
YEARLY BEGINNING BALANCE		81.3	70.6	35.9	87.0	70.1	75.3	82.5	83.2	48.6	14.7	29.0	37.1	44.3	(18.8)	
PROJECTED REVENUE																
MEASURE I REVENUE/INTEREST	453.8	45.2	46.8	140.5	55.7	57.6	67.9	68.8	71.6	75.6	81.2	92.8	86.4	0.0	0.0	1,343.9
FEDERAL (CMAQ, STPL)							2.2	9.0	36.9	25.6	18.7	17.5	1.5	17.6	17.1	146.1
STATE (RIP, TCRP)							25.3	29.2	71.7	10.0	48.6	77.6	72.8	28.6	25.0	388.8
MISC							0.5	2.5	0.7	1.3	0.8	0.9	0.0	0.0	0.0	6.7
PRIOR YRS FEDERAL, STATE	38.3	7.4	12.5	17.3	74.9	45.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	196.0
TOTAL FUNDING	492.1	52.6	59.3	157.8	130.6	103.2	95.9	109.5	180.9	112.5	149.3	188.8	160.7	46.2	42.1	2,039.4
PROJECT EXPENDITURES																
I-10 - EAST PROJECTS	29.8	14.6	11.4	1.4	2.3	3.0	12.5	14.8	17.4	25.5	9.2	16.8	11.6	0.0	0.0	170.3
SR-210-SEGS 9,10,11, LANDSCAPE 1-4,8-11	67.3	19.3	50.6	74.3	100.4	53.7	26.7	27.6	111.2	49.6	16.4	40.8	12.7	0.0	0.0	650.6
I-215 - SEGS 1,2,3,5	0.0	0.0	0.1	0.1	0.9	2.8	4.7	23.0	41.7	28.3	67.3	81.1	88.5	106.9	56.8	502.2
REMAINING PROJECTS, ADMIN	222.8	7.8	10.3	9.3	9.9	5.3	6.5	5.2	7.1	4.8	4.0	4.0	2.4	2.4	1.6	303.4
DEBT SERVICE	90.9	21.6	21.6	21.6	34.0	33.2	38.3	38.2	38.1	38.2	38.1	38.0	38.3	0.0	0.0	490.1
TOTAL COSTS	410.8	63.3	94.0	106.7	147.5	98.0	88.7	108.8	215.5	146.4	135.0	180.7	153.5	109.3	58.4	2,058.2
											PROGRAM ENDS 3/10 -->					
REVENUE OVER (UNDER) EXPENDITURES		(10.7)	(34.7)	51.1	(16.9)	5.2	7.2	0.7	(34.6)	(33.9)	14.3	8.1	7.2	(63.1)	(16.3)	
YEARLY ENDING BALANCE	81.3	70.6	35.9	87.0	70.1	75.3	82.5	83.2	48.6	14.7	29.0	37.1	44.3	(18.8)	(35.1)	

20-Jul-05

PLAN ASSUMPTIONS

- Based on February 2004 STIP Submittal and 2005 reprogramming of RIP from I-10 Median Widening to I-215 North.
- OA for Federal funds - All available current TEA-21 CMAQ (03/04 - 08/09) for six years, four years of STPL (03/04 - 06/07), two years of Unprogrammed STPL (07/08 & 08/09) on I-215 , No Federal or State Funding shown for fiscal years 09/10, 10/11, or 11/12.
- TCRP funding for I-10 Median deferred to 08/09 with Letter of No Prejudice for using upfront Measure funding for construction
- TCRP fully funded and new allocations given for I-215 in 07/08 and 08/09 for I-10 Median
- Early Bridge package for I-215 at 5th Street
- Based on SR 210 segment 9,10,11 bids, I-10 & I-215 North project estimates as of November 2004
- Future construction costs escalated at 3% per year

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: July 5, 2006

Subject: Award of Contracts for Bond Counsel and Financial Advisor.

Recommendation:*

1. Approve Contract 07009, Orrick Herrington & Sutcliffe, LLP for Bond Counsel Services in an amount not to exceed $150,000.
2. Approve Contract 07011, Montague DeRose & Associates, LLC for Financial Advisor Services in an amount not to exceed $150,000.

Background: At the Administrative Committee meeting on April 12, 2006, a request was made for the Administrative Committee to authorize the release of three RFPs: RFP 07-004 for Bond Counsel; RFP 07-005 for Investment Bankers; and, RFP 07-006 for Financial Advisor. The Committee authorized the release of the RFPs.

The RFPs were released on April 17, 2006. A list of the firms that submitted proposals and the firms that were ultimately interviewed for each RFP is included in this agenda item.

SANBAG received proposals for Bond Counsel from 9 firms on April 26, 2006. The proposals were reviewed by the SANBAG CFO and a representative of the San Bernardino County Counsel office. Three firms were selected for interviews for Bond Counsel and/or Disclosure Counsel: Orrick; Nossaman, Guthner, Knox & Elliott; and, Squire, Sanders & Dempsey. The interviews were completed on May 8, 2006. After the RFP process and interviews, the selection panel

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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94207000

recommended that SANBAG select Orrick as Bond Counsel and Nossaman, Guthner, Knox & Elliott as Disclosure Counsel.

SANBAG received proposals for Investment Banking services from 10 firms on April 28, 2006. The proposals were reviewed by the SANBAG CFO, the RCTC CFO and a representative of the public finance staff in the San Bernardino County's CAO office. A short list of firms for interviews was identified on May 5, 2006 and interviews of 6 firms were completed on May 15, 2006. After the RFP process and interviews, the selection panel recommended that SANBAG select Merrill Lynch as senior manager, Goldman Sachs as co-senior manager, and UBS, Citigroup and Lehman Brothers as co-managers.

SANBAG received proposals for Financial Advisor services from 7 firms on April 27, 2006. The proposals were reviewed by the SANBAG CFO, the RCTC CFO and the Deputy Administrative Officer of the County responsible for bond financing. A short list of firms for interviews was identified on May 8, 2006 and interviews were completed on May 17, 2006. After the RFP process and interviews, the selection panel recommended that SANBAG select Montague DeRose and Associates as Financial Advisor.

On May 10, 2006, the Administrative Committee received a status report for this procurement and unanimously recommended that the recommendations for selection of the Financial Advisor, Bond Counsel, Disclosure Counsel, and Investment Banking Team be submitted directly to the Board for approval.

On June 7, 2006, the Board of Directors approved the selection committee recommendations for the financing team as follows:

Montague DeRose and Associates – Financial Advisor
Orrick – Bond Counsel
Nossaman, Guthner, Knox & Elliot – Disclosure Counsel and:

Investment Banking Team includes:

Merrill Lynch – Senior Manager
Goldman Sachs – Co-Senior Manager
UBS, Citigroup and Lehman Brothers – Co-Managers

The Board also authorized staff to prepare and submit contracts for Financial Advisor, Bond Counsel and Disclosure Counsel to the Administrative Committee for review.

Proposed contracts for Bond Counsel and Financial Advisor have been prepared and reviewed by County Counsel. They were submitted in materially final form

for review and approval at the Administrative Committee meeting on June 14, 2006. The contract for Disclosure Counsel will be submitted to the Administrative Committee for review and approval at a future meeting. No contracts are required at this time for the Investment Banking services since contracts with Investment Bankers are related to specific transactions, when and if they occur. The Administrative Committee and staff recommend that the contracts be for an initial term of 3 years with one 2-year options for extension followed by two additional 1-year options for extension. This term structure would allow the financing team to stay in place for at least the first three years of the new Measure I program.

Financial Impact: Contracts with Bond Counsel/Disclosure Counsel and Financial Advisor are primarily based upon hourly rates for requested professional services, with fixed fee or not to exceed project costs negotiated for some financing related project services. Some of the costs will be capitalized as costs of issuance in any future financing. A portion of the hourly rates for services are funded in Task 94207000 of the fiscal year 2006/2007 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2006.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

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1. **Proposals for Bond Counsel/Disclosure Counsel were received from the following firms:**

Orrick*
Squire, Sanders & Dempsey*
Nossaman, Guthner, Knox & Elliott*
Best, Best & Krieger
Fulbright & Jaworski
Hawkins Delafield & Wood
Quint & Thimmig
Kutak Rock
Nixon Peabody

2. **Proposals for Investment Banking services were received from 10 firms:**

Citigroup*
Lehman Brothers*
Merrill Lynch*
Goldman Sachs*
UBS*
Bank of America
Morgan Stanley
J.P. Morgan
De La Rosa*
Bear Stearns

3. **Proposals for Financial Advisor were received from the following firms:**

Public Financial Management*
Public Resources Advisory Group*
Montague DeRose*
Fieldman Rolapp
Kelling, Northcross & Nobriega
Ross Financial
Springsted

*Firms selected for interviews.

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94207000

SANBAG Contract No. 07009

by and between

San Bernardino Associated Governments

and

Orrick, Herrington & Sutcliffe LLP

for

Bond Counsel Services

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 150000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → $ **150,000**

Please include funding allocation for the original contract or the amendment ↘

Task	Cost Code	Funding Sources	Amounts
1 94207000	5553	1 1300	$ 50,000
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____
4 _____	_____	4 _____	$ _____

Original Board Approved Contract Date: 7/5/06 Contract Start: 7/5/06 Contract End: 7/5/09

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09
$ 50,000	$ 50,000	$ 50,000

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Terry McGuire**	Contract Manager: **Terry McGuire**
[signature] 6/8/06	[signature] 6/8/06
Task Manager Signature — Date	Contract Manager Signature — Date
[signature] 6/8/06	
Chief Financial Officer Signature — Date	

Filename:
Form 28 07/05

CONTRACT NO. 07009

AGREEMENT FOR BOND COUNSEL SERVICES

This Agreement for bond counsel services (this "Agreement") is made and entered into as of the first day of June, 2006 by and between the San Bernardino Associated Governments (collectively with the San Bernardino County Transportation Authority, the "Authority" or "Issuer") and the law firm of Orrick, Herrington & Sutcliffe LLP ("Orrick" or "Bond Counsel").

RECITALS

WHEREAS, the Authority desires to issue sales tax revenues bonds, notes or other evidences of indebtedness (the "Bonds") and undertake related and other financial transactions ("Financing Matters") from time to time; and

WHEREAS, Orrick is ready, willing and able to provide services to the Authority as Bond Counsel with respect to the Bonds and other Financing Matters.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

Section 1. ***Engagement of Orrick***. The Authority engages the services of Orrick as an independent contractor to provide bond counsel services in connection with the Bonds and other Financing Matters, and Orrick agrees to perform such services, on the terms and conditions set forth below.

Section 2. ***Scope of Services***. The services to be provided by Orrick shall consist of the services it customarily provides as bond counsel on similar matters in California, subject to the exclusions set forth below and depending on the particular circumstances of each Bond issue or other Financing Matter.

A. Customary Bond Counsel Services

With respect to Bond issues, those services will generally consist of the following:

(1) Consultation with representatives of the Authority, including County Counsel ("Issuer Counsel"), the financial advisor, the disclosure counsel, the lead underwriter, underwriters' counsel, and others, with respect to the timing, terms and legal structure of the proposed Bonds.

(2) Preparation of documents to be adopted or entered into by the Authority required for the authorization, sale and issuance of the Bonds, including preparation of the Bond resolution, Indenture and Supplemental Indenture (the "Major Legal Documents").

(3) Preparation of the Continuing Disclosure Agreement/Certificate (provided that, as Rule 15c2-12 applies only to underwriters, compliance with such rule

will be the responsibility of underwriters counsel; and if, as a result, the Continuing Disclosure Certificate/Agreement is prepared by underwriters counsel or disclosure counsel all references to that document contained in this Agreement shall be deemed deleted).

(4) Preparation of summaries of the Major Legal Documents and the Continuing Disclosure Agreement/Certificate included in the Official Statement.

(5) Review of any swap or investment agreement entered into at or prior to closing, and the procedures by which bids are solicited, in each case for compliance with federal tax laws related to tax-exemption of interest on the Bonds.

(6) Attendance at such meetings or hearings of the Authority and working group meetings or conference calls as Authority may request, and assistance to Authority staff in preparation of such explanations or presentations to the Commission as they may request.

(7) Preparation of final closing papers to be executed by Authority required to effect delivery of the Bonds (including the Tax Agreement) and coordination of the Bond closing.

(8) Rendering of Bond Counsel's customary form of final legal opinion to the Issuer on the validity of the Bonds and the tax-exempt status of interest thereon and customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in the official statement of the Major Legal Documents and of the tax portion of said final legal opinion and certain other matters.

B. Additional Services

(1) In connection with swaps or investment products, if requested Orrick would provide the following services (in addition to or separate from customary bond counsel services):

(a) Review of the bid package to confirm compliance with certain tax related requirements, to clarify the Authority's position on specific points and to reduce unnecessary negotiation with providers (which may include preparation of a form of swap or investment contract to accompany the bond specifications).

(b) Review the bids received for tax compliance and conformity to the bid specifications.

(c) Negotiate the terms of the swap or investment contract with the provider or providers.

(d) Unless provided by Issuer Counsel, render a legal opinion in Orrick's customary form concerning the validity of the swap or investment contract against the Authority.

(2) In connection with public private partnerships transactions:

(a) Assist in structuring the transaction, including considerations of relationship among the parties, state law limitations, preparation of legislation if necessary, tax issues and the like.

(b) Assistance in preparation of the tender/request for proposals.

(c) Negotiation of the terms of the arrangements with the various parties.

(d) Rendering appropriate opinions on the validity of the major legal documents entered into by the Authority.

The following attorneys of Bond Counsel will have primary responsibility for the foregoing services: Roger Davis, Mary Collins, Kathleen Leak and (for tax matters) Chas Cardall.

Issuer shall have and rely on Issuer Counsel to render day-to-day and ongoing general counsel legal services. Bond Counsel shall circulate documents to and coordinate its services with Issuer Counsel to the extent requested by Issuer or Issuer Counsel. Bond Counsel shall be entitled to assume that Issuer Counsel has reviewed all documents and matters submitted to Issuer for adoption or approval or to officers of Issuer for execution prior to such adoption, approval or execution.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly on the Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are generally limited to those set forth above. Bond Counsel services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds, other Financing Matter or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content or dissemination of any Official Statement (other than preparation of summaries of the Major Legal Documents, the Continuing Disclosure Agreement/Certificate and the portion of the opinion to be rendered by Bond Counsel concerning certain tax matters) or the preparation or content of the Bond Purchase Agreement. Bond Counsel services also do not include any responsibility for compliance with federal or state securities laws, environmental, land use, real estate, insurance or similar laws or matters, any tax laws (except as required for tax exemption of the Bonds) or for title to, recording, filing or perfection of security interests in real or personal property. Bond Counsel services do not include any financial advice or analysis. Also, Bond Counsel services with respect to a Bond issue generally will not extend past the date of issuance of those Bonds and will not, for example, include services related to

rebate compliance or continuing disclosure (although Bond Logistix LLC, a wholly-owned subsidiary of Bond Counsel, may be available for separate engagement to provide either or both such services pursuant to separate contract).

Section 3. ***Compensation and Reimbursements.***

A. Compensation

(a) Bond counsel will be paid a fee for each Bond issue or other Financing Matter or for work not directly associated with a particular Bond issue or Financing Matter or following the issuance of the Bonds or execution of the other Financing Matter which (at Issuer's option at the start of each Bond issue or other Financing Matter) is either:

(i) based on the amount of time expended by Bond Counsel's attorneys and paralegals/project managers at their hourly rates from time to time in effect. Such hourly rates for 2006 range from $495-675 for partners, from $330-630 for of counsel, from $235-490 for associates and from $160-240 for paralegals/project managers. Hourly rates generally increase as of the beginning of each calendar year.

(ii) a fixed fee negotiated by Bond Counsel and the Issuer with respect to the particular Bonds proposed to be issued or proposed Financial Matter. With respect to any Bond issue or other Financing Matter, Issuer may request that the fee arrangement which commenced under (i) convert from (i) to (ii); for example, once enough information is known about the transaction to enable Bond Counsel to reduce the premium that it may otherwise find necessary to address uncertainties in the type and/or amount of services which may be required of it. Such fixed fee may be wholly or partially contingent or subject to a breakage fee and may be subject to certain assumptions. Typically, if after a fixed fee has been established, unusual or unforeseen circumstances arise, and occasion substantial additional work or responsibility on the part of Bond Counsel, Bond Counsel would be entitled to request an increase in the fixed fee as it and the Issuer may mutually agree to be appropriate.

B. Reimbursement. In addition to the compensation provided above, Issuer will pay Bond Counsel for reasonable costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, final transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by Issuer, but if paid by the Bond Counsel on behalf of Issuer, shall be reimbursed to Bond Counsel on demand. In appropriate circumstances, Bond Counsel and Issuer may agree to a fixed amount for expenses (usually in connection with the fixed fee option described in 3(a)(ii) above).

C. Payment. Fees and expenses with respect to a Bond issue or other Financing Matter shall be payable by Issuer at or after issuance of the Bonds or execution of the other Financing Matter, unless the Bonds are not issued or the other Financing Matter is abandoned or otherwise not completed by the date which may be agreed to between Bond Counsel and the Issuer, in which case such fees and expenses (to the extent not agreed by Bond Counsel to be contingent) would be payable at that time. With

respect to other, non-transactional matters, fees and expenses will be paid periodically as the services are performed or as otherwise agreed by Bond Counsel and the Issuer (which may include adding such fees and expenses, in whole or in part, into the fees and expenses for the next transaction).

Section 4. ***Term of Agreement***. This Agreement shall have a term of three (3) years from the date of approval of the Board of the Issuer, subject to two (2) extensions upon mutual consent, each for an additional two (2) years. Notwithstanding the foregoing, either party may terminate this Agreement at any time in whole or in part upon written notice to the other party regarding such termination. In that event, all finished and unfinished documents prepared for the adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, Bond Counsel shall be paid for all satisfactory work at its usual hourly rates, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination.

Section 5. ***Nature of Engagement; Relationships With Other Parties***. The role of bond counsel with respect to bond issues, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under Section 2A of this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services as bond counsel in connection with Bonds, Bond Counsel will act as special counsel to Issuer with respect to issuance of the Bonds; i.e., Bond Counsel will assist Issuer Counsel in representing Issuer but only with respect to validity of the Bonds and the Major Legal Documents as to the Issuer and tax status of interest on the Bonds, and in a manner not inconsistent with the role of Bond Counsel described in the first sentence of this section.

Issuer acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities (including the County of San Bernardino and neighboring county transportation authorities), underwriters (including each of the underwriters selected so far by the Issuer), trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or other Financing Matters or that may be involved with or adverse to Issuer in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of Bond Counsel described above, Issuer also acknowledges that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

Section 6. ***Insurance***. Orrick shall maintain insurance acceptable to the Issuer in full force and effect throughout the term of this Agreement. If Orrick fails to maintain insurance acceptable to the Issuer, the Issuer may terminate this Agreement as provided in Section 4.

Section 7. ***Limitation of Rights to Parties; Successor and Assigns***. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and Bond Counsel.

Bond Counsel may not assign its obligations under this Agreement without written consent of Issuer. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of Bond Counsel. All references to Bond Counsel and Issuer in this Agreement shall be deemed to refer to any such successor of Bond Counsel and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

Section 8. ***Counterparts***. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

Section 9. ***Notices***. Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to Bond Counsel at Orrick, Herrington & Sutcliffe LLP, 405 Howard Street, San Francisco, California 94105, Attention: Roger L. Davis, and to Issuer at San Bernardino Associated Governments, 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715, Attention: Chief Financial Officer.

Issuer and Bond Counsel have executed this Agreement by their duly authorized representatives as of the date provided above.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Dennis Hansberger
President

Dated: _____

ORRICK, HERRINGTON & SUTCLIFFE, LLP

By: _____

Dated: _____

Approved as to legal form:

_____
Jean-Rene Basle
SANBAG Counsel

SANBAG Contract No. 07011

by and between

San Bernardino Associated Governments

and

Montague Derose and Associates, LLC

for

Financial Advisor Services

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 150000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ **150,000**

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 94207000	5553	1 I300	$ 50,000
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____
4 _____	_____	4 _____	$ _____

Original Board Approved Contract Date: 7/5/06 Contract Start: 7/5/06 Contract End: 7/5/09

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09
$ 50,000	$ 50,000	$ 50,000

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Terry McGuire**	Contract Manager: **Terry McGuire**
Task Manager Signature — Date 6/8/06	Contract Manager Signature — Date 6/8/06

Chief Financial Officer Signature — Date 6/8/06

Filename:
Form 28 07/05

CONTRACT NO. 07011

AGREEMENT FOR FINANCIAL ADVISOR

This contract is entered into as of this _____ day of _____, 2006, by San Bernardino Associated Governments (hereinafter called the "AUTHORITY") and Montague DeRose and Associates, LLC (hereinafter called the "CONTRACTOR").

I. Services to be Provided

The financial advisor shall provide the following services:

1. Review the existing strategic plan in association with the AUTHORITY's staff and selected external consultants and make recommendations in revising the financial strategy, taking into account:

    a. The short and long-term financial needs of the AUTHORITY.
    b. Financing options and alternative debt structures.
    c. Needed computer model support
    d. Financing timetables
    e. Revenue forecast
    f. Current and projected interest rates

2. For each bond sale, assist the AUTHORITY in determining whether a competitive or negotiated bond sale would most benefit the AUTHORITY.

3. Provide independent advice with respect to the appropriate time to enter the bond market.

4. Assist with preparation of the Preliminary and Final Official Statements.

5. Assist in presentations to the rating agencies.

6. For competitive bond sales:

    a. Assist the AUTHORITY and bond counsel with appropriate advertising and public notices for the sale.
    b. Assist with the distribution of the Preliminary Official Statement to potential bidders and investors.
    c. For refunding issues, provide the refunding analysis on which the AUTHORITY will rely for the execution of the transaction, as well as structure the refunding escrow, if necessary, which will defease the refunded bonds.
    d. Assist the AUTHORITY with the acceptance and verification of competitive bids for the bonds.

7. Review the marketing and sale of any debt prior to, during, and after the pricing of the bonds, including the comparison of the interest rates, takedown expenses, underwriter's risk, and management fees of managing underwriters.

8. Assist in the evaluation of swaps and other derivative products that the AUTHORITY may consider to meet its financing objectives. Assist the AUTHORITY in the preparation, documentation, negotiation, bidding, execution, closing and monitoring of swaps and derivatives.

9. Review and comment on follow-up analysis of the sale provided by the underwriter and the final terms of the bond sale.

10. Assist the AUTHORITY in meeting SEC disclosure requirements.

11. As asked, from time to time or on a regular basis, render advice and/or formally issue opinions as to the propriety and legal adherence of acts and policies of the AUTHORITY to the original Measure I and the Measure I extension and applicable state and federal statutes and case law, as well as generally accepted financial practices.

II. Limitation on CONTRACTOR Participation in Underwriting/Future Contracting

The CONTRACTOR shall not be allowed to participate as an underwriter or a member of a syndicate of underwriters in the sale of AUTHORITY Bonds. This prohibition shall extend for six months beyond the expiration or termination of this contract.

III. AUTHORITY's Representatives

In its capacity of financial advisor, the CONTRACTOR shall receive all instructions, directions and other communications on the AUTHORITY's behalf respecting the AUTHORITY's accounts and services to be performed from the Chief Financial Officer or the Chief Executive Officer. The CONTRACTOR is hereby authorized to rely and act upon all such instructions, directions and communications for the AUTHORITY's representative.

IV. CONTRACTOR Authority

The CONTRACTOR is hereby granted authority to advise the AUTHORITY on the full range of financial alternatives related to the AUTHORITY's outstanding debt and future bond issues. It is understood that the CONTRACTOR shall not have custody or possession of the funds or securities which the AUTHORITY has

placed under its advisement. Additionally, it is understood that the CONTRACTOR will not be eligible to participate in an investment advisory capacity.

V. CONTRACTOR Representatives

The CONTRACTOR shall assign senior personnel to manage assignments for the AUTHORITY. Unless a change is agreed to by the AUTHORITY, Douglas Montague and James Bemis will have senior management responsibility for the CONTRACTOR's work for the AUTHORITY. The CONTRACTOR shall utilize qualified personnel in the execution of all duties under this contract. The list of CONTRACTOR personnel is found in Exhibit A to this contract. The list of personnel may be amended by the CONTRACTOR from time to time.

VI. Financial Advice

The AUTHORITY recognizes that the opinions, recommendations and actions of the CONTRACTOR will be based on information deemed by it to be reliable, but not guaranteed by it. The CONTRACTOR shall be liable to and shall reimburse the AUTHORITY for any loss or damage caused by gross negligence or wrongful acts of it or its employees in performing services under this contract.

VII. Gratuities

The AUTHORITY may terminate this Agreement with one (1) calendar day's written notice if it is found that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the CONTRACTOR, or any agent or representative of the CONTRACTOR, to any officer or employee of the AUTHORITY with a view toward securing this Agreement or securing favorable treatment hereunder.

VIII. Record Retention and Inspection

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the AUTHORITY. The AUTHORITY or any duly authorized representative shall have access to and the right during normal business hours to examine, audit, excerpt, copy or transcribe any pertinent transactions, activity, time cards, or other records relating to engagements under this Agreement. Such material, including all pertinent cost accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for three (3) years, unless the AUTHORITY's written permission is given to dispose of such material sooner. In the event that the AUTHORITY wishes to exercise its right under this Section, the AUTHORITY shall provide the CONTRACTOR with at least on business day advance written notice.

IX. Notices

All correspondence and deliverables for this agreement shall be addressed to the following:

Mr. Douglas Montague
Montague DeRose and Associates, LLC
5743 Corsa Avenue, Suite 205
Westlake Village, CA 91362

X. Compensation

Except for assignments for which the parties agree to a fixed fee for work to be completed, the AUTHORITY agrees to pay the CONTRACTOR (for services described in Section I above) based on the fee schedule included as Exhibit A to this contract, plus reimbursement for out-of-pocket expenses. Fees will be billed and paid monthly in arrears.

XI. Term

Unless terminated earlier as hereinafter provided, this contract shall be for a three (3) year term commencing upon approval by the AUTHORITY's Board of Directors. In addition, the AUTHORITY shall have the option to extend the contract for up to two (2) additional terms of two (2) years each. The option years shall be exercised by written amendments executed by the parties with the fees for the option years to be determined.

XII. No Assignment

This agreement may not be assigned by the CONTRACTOR without the AUTHORITY's consent, but may be amended at any time by mutual agreement in writing.

XIII. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any Action brought by either party on this Engagement shall be brought in San Bernardino County.

XIV. Compliance With Laws

A. The CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations or ordinances, which pertain to this Agreement and all provisions required thereby to be included herein, are hereby incorporated by reference.

B. The CONTRACTOR assures that it shall comply with all applicable Federal and State civil rights statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

XV. Independent Contractor

It is expressly understood that in the performance of services described herein, the CONTRACTOR is an independent contractor and is not an agent or employee of the AUTHORITY. The CONTRACTOR shall be solely responsible for and hold the AUTHORITY harmless from all matters relating to the payment of the CONTRACTOR's employees including compliance with Social Security, payroll withholding and all regulations governing such matters.

XVI. Subcontractors

With the prior written consent of the AUTHORITY, the CONTRACTOR may engage the services of Subcontractors to facilitate the completion of certain aspects of the CONTRACTOR's assignments. The CONTRACTOR shall indemnify, defend and hold harmless the AUTHORITY and its offices and employees against and from all or any claims, damages, losses or liabilities resulting from or arising out of or in any way connected with negligent acts or willful misconduct by the CONTRACTOR's Subcontractors.

XVII. Indemnity and Hold Harmless

The CONTRACTOR shall indemnify, defend and hold harmless the AUTHORITY and its offices and employees against and from all or any claims, damages, losses or liabilities resulting from or arising out of or in any way connected with negligent acts or willful misconduct by it or its employees or co-consultants in the performance of this contract. The CONTRACTOR shall also indemnify, defend and hold harmless the AUTHORITY and its officers and employees for all cost, expenses, and losses incurred by them or asserted against them as a consequence of any claims, demands or lawsuits which are made or brought against them or it by any person or entity other than the AUTHORITY arising out of the negligence or willful misconduct of it or its employees in the performance of its services under this contract. This indemnification and hold harmless clause shall survive termination of this Agreement.

XVIII. Insurance

The CONTRACTOR shall provide proof of insurance coverage to the AUTHORITY for personal injury and property damage, including commercial general and automobile liability which shall be provided in the amount of $1,000,000 and in a form acceptable to the AUTHORITY. The AUTHORITY shall be named additional insured by separate endorsement. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirements and professional liability coverage ($1,000,000) shall also be provided. All coverages shall be provided by a carrier authorized to transact business in California and shall be primary. The AUTHORITY shall be named as an additional insured, by separate endorsement on the respondent's general liability policy and no insurance policy shall be canceled except after thirty (30) days notice in writing to the AUTHORITY.

XIX. Termination

Notwithstanding any other provisions of this contract, the AUTHORITY may terminate this contract at any time with or without cause by giving the CONTRACTOR ten (10) days written notice. In such event, all finished or unfinished documents prepared pursuant to this contract shall, at the option of the AUTHORITY, become its property. The CONTRACTOR shall be paid for satisfactory work performed to the date of termination of the contract.

In the event of default by the CONTRACTOR, the AUTHORITY may terminate this Agreement with three (3) days written notice.

The rights and remedies of the AUTHORITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XX. Entire Contract

The parties agree the all the terms of this contract shall be binding upon them and that together these terms constitute the entire agreement of the parties with respect to the subject matter hereof. No variations or modifications of the agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by an authorized agent or officer of the parties.

XXI. Counterparts

This contract may be executed in counterparts, including counterparts delivered by facsimile, each executed counterpart constituting an original, but all of which together shall constitute one contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Dennis Hansberger
President

Dated: _____

MONTAGUE DEROSE & ASSOCIATES, LLC

By: _____
Douglas S. Montague
Principal

Dated: _____

Approved as to Form:

_____
Jean-Rene Basle
SANBAG Counsel

EXHIBIT A

Montague DeRose and Associates, LLC
Personnel

Douglas Montague	Principal
Darlene DeRose	Principal
James Bemis	Principal
Ronald Slater	Senior Vice President
Chia Jung-Yang	Vice President
Gerald Slater	Assistant Vice President
Steven Calmer	Assistant Vice President
Lara Orr	Research Analyst
Anne Neumayr	Research Analyst

EXHIBIT B

Montague DeRose and Associates, LLC
Hourly Fee Schedule

Hourly Rates	
Principal	$275
Senior Vice President	$250
Vice President	$225
Assistant Vice President	$215
Associate	$200
Analyst	$185
Research Analyst	$175

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM **10**

Date: July 5, 2006

Subject: City of Montclair request for SANBAG to act as Lead Agency for the construction of the Ramona Avenue Grade Separation project.

Recommendation:* Approve SANBAG acting as lead agency for the construction of the Ramona Avenue Grade Separation Project in the City of Montclair and direct staff to prepare a Cooperative Agreement for future Board consideration.

Background: In 2000, then Governor Davis and the State Legislature passed into law AB 2928 creating the Traffic Congestion Relief Program (TCRP). In recognition of the negative impacts of rail freight movement of Southern California communities, the TCRP included substantial funding for grade separation projects throughout the region known as the Alameda Corridor East program. SANBAG received $95 million which was distributed to 5 grade separations that experience the greatest amount of vehicular delay including the Ramona Avenue Grade Separation in Montclair. Due largely to city efforts to identify funding for this project long before the TCRP was created the Ramona project only required $2 million of TCRP funds in 2001 to be "fully funded". Since the City had been diligently pursuing the project up to the point of the TCRP funding from SANBAG, the City remained as lead agency for the project. The next item on the Major Projects Committee Agenda will go into greater detail on the funding situation for all 5 San Bernardino County Alameda Corridor East grade separations.

The project is now ready for construction and the City has requested that SANBAG consider acting as lead agency for the purposes of construction of the project. Attachment "A" to this agenda item is a letter from City Manager Lee McDougal making this request. The cost of construction activities including

*

Approved
Board of Directors

Date: July 5, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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construction management, surveying, and materials testing are fully reimbursable from the funding sources secured by the City. The only non-reimbursable expense that SANBAG would incur is project management costs which are estimated at $75,000 per year for the two year project. SANBAG is currently the lead agency for other TCRP funded grade separation projects including the State Street/University Parkway and Hunts Lane. SANBAG has incurred project management costs for these two projects.

Financial Impact: This action, in itself, has no fiscal impact on 2006/07 Fiscal Year budget. A subsequent action approving a Cooperative Agreement with the City will delineate roles, responsibilities, and funding parameters and will also include an amendment to the 2006/07 budget to add a Ramona Avenue Grade Separation task.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

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cc. Darren

May 26, 2006

Mr. Tony Grasso, Executive Director
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Re: Request for Construction Management Services
Ramona Avenue/Union Pacific Railroad Grade Separation Project

Dear Mr. Grasso:

The City of Montclair has been working on the Ramona Avenue/Union Pacific Grade Separation Project since 1997, long before the state established its Traffic Congestion Relief Program and associated funding. The City began its work uncertain if there would ever be funding available for the project, except that provided by the City. With seed money from the City, ultimately amounting to $2.4 million, we have been able to prepare feasibility studies, provide CEQA and NEPA environmental clearance, complete design and prepare construction documents, pursue and secure federal funding, secure a construction and maintenance agreement with the Union Pacific Railroad, and obtain most of the right-of-way necessary for construction. With respect to funding, we have been able to secure $3.2 million in federal money; 5 million from the CPUC grade separation program; $0.5 million from AQMD; and the railroad agreement, which will provide a 5 percent contribution towards the project cost.

We would now like to ask your help in bringing this project to fruition. The grade separation project will soon be ready to advertise for bids. Only one piece of right-of-way remains to be secured, and we are optimistic that we can have it completed within the next two months. We would like to have SANBAG take responsibility for advertising, awarding, and construction management. Regardless of whether the City or SANBAG is the lead agency for construction, construction management would be performed by a consultant. Even with a professional construction manager, considerable staff time would still be required. It seems unlikely that the City's Engineering Division staff would be able to accomplish other goals set by the City Council for the two years that this project will be under construction.

CITY OF MONTCLAIR
5111 Benito Street, PO Box 2308, Montclair, CA 91763 909/625-8571 FAX 909/625-1584 www.ci.montclair.ca.us

If you can support our request in this matter, I will direct Engineering Division personnel to work with your staff in preparing a cooperative agreement.

If you have any questions, please call me at 909-625-9402.

Sincerely,

Lee C. McDougal
City Manager

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **11**

Date: July 5, 2006

Subject: Amendment No. 3 to Purchase order No. 0432 to P&D Consultants for construction management services for the route 71 Landscape Project.

Recommendation:* Approve Amendment No. 3 to Purchase Order No. 0432 with P&D Consultants increasing the amount by $50,000 to provide Construction Management Services for Route 71 Landscaping completion project.

Background: In June of 2000, the SANBAG Board approved a Cooperative Agreement with the City of Chino Hills to function as the Construction Manager for the SR 71 Landscape Project. The City of Chino Hills opted to hire an outside construction management firm, P&D Consultants, to be responsible for day to day oversight of the project.

The Route 71 Landscape project encountered a number of obstacles and extended far longer than all parties involved anticipated. The Cooperative Agreement and subsequent amendments for Chino Hills' role as Construction Manager ran their course. Subsequently, a second landscape contractor was brought in to complete the project. In order to maintain continuity on the project SANBAG exercised the Executive Director's authority to issue a Purchase Order with P&D Consultants. The SANBAG Board approved amendment No. 2 in February of this year to supplement the Purchase Order to provide continued construction management oversight. Now as the project moves into the "plant-establishment" period additional funds are required to complete the construction oversight.

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Approved
Board of Directors

Date: July 5, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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Additionally, litigation with the first Rt 71 landscape contractor is moving ahead as SANBAG tries to recover costs to complete the project. These additional requested funds will also provide support by the construction manager to the legal team as they prepare for an arbitration hearing schedule in August 2006 and potentially other litigation related activities.

Staff now recommends increasing the PO in the amount of $50,000 to cover additional costs as the landscape contractor completes the "plant-establishment" period of the contract and to provide litigation support. The new not to exceed amount for PO 0432 is $155,000.

Financial Impact: This item is consistent with the SANBAG 2006/07 Budget. Funding source is Measure I Valley Major Projects. TN 81807000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren M. Kettle, Director of Freeway Construction

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PURCHASE ORDER REQUEST

NOTE: Do not use a purchase order for construction projects, roadwork, purchase or lease of real property, and employment contracts.

Short Description of PO to be included in monthly procurement report. (Required) Use up to a **maximum of 27 characters** to provide a short description. **Landscape Const. Svcs. Rt.71**

VENDOR: **P&D Consultants** **Vendor ID** **PDCI**

ADDRESS: **999 Town and Country Road**

4th Floor

Orange, CA 92868

PHONE: **714-835-4447**

PO End Date (required): _____ PO # (if released for RFP/RFQ): _____

Item Description	Order Quantity	Task #	Cost Code	Amount
Landscape Inspection Rt. 71		81807000	5553	$ 50,000
				$
				$
				$
				$
				$
Shipping/Handling				$
			TOTAL	$ 50,000

Attach any special instructions that are to be noted on the purchase order.

Please answer the following questions regarding the selection process:

Was the County Pre-Approved Vendor List used? ☒ No ☐ Yes

Was an informal competitive bid process done? ☐ No ☐ Yes -- complete Informal Bid Process Form (Page 2).

Is this a sole source purchase order? ☐ No ☒ Yes - If so, why? Amendment to existing P.O.

Requested By:	Date 7/5/06
P.O. Manager's Signature	Date
Approved by Task Manager (Signature)	

Filename: O:\PO06pdci3-dmk.doc

Chuck Wisdom

From: Chuck Wisdom
Sent: Wednesday, June 21, 2006 11:41 AM
To: Greg Hefter
Subject: FW: P&D contract ammendment

From: Clarke, Harry [mailto:Harry.Clarke@tcb.aecom.com]
Sent: Wednesday, June 21, 2006 11:34 AM
To: Chuck Wisdom
Cc: Reynolds, Richard
Subject: RE: P&D contract ammendment

Chuck

Per your request I am providing the following estimate to completed this project based on my recent site observations and per your request.

Legal coordination/ Reyco issue	$7,000
Additional site/ observation/ coordination	$35,000
Final walk throughs / project turnover / closeout	$8,000
Total	**$50,000**

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **12**

Date: July 5, 2006

Subject: Professional Services Contract with Jacobs Engineering to provide Construction Management Services for the Interstate 215 5th Street Bridge Projects

Recommendation:* Waive SANBAG Board Policy 34504 related to contract negotiation guidelines and Approve Agreement No. 06-043 with Jacobs Engineering to provide construction management services for the Interstate 215 5th Street Bridge project in the amount of $3,290,925 as detailed in the Financial Impact Section. TN 83807000

Background: **This is a new contract.** In December 2005 the Board authorized the release of a Request of Qualifications (RFQ) for construction management services for the Interstate 215 Construction project commencing with the 5th Street Bridge Project. SANBAG received five Statements of Qualification (SOQ) in response to the RFQ. The consultants that submitted SOQs included:

- Jacobs Engineering/HDR/Vali Cooper,
- Caltrop Corporation/LAN Engineering,
- Parsons Transportation Group,
- Harris and Associates, and
- Berg & Associates/STV Incorporated.

Utilizing the SANBAG consultant selection process a committee consisting of two Caltrans representatives, one representative from the City of San Bernardino, one representative from the Riverside County Transportation Commission, and two SANBAG representatives short-listed to four consultants to be interviewed. The four consultants that interviewed before the selection committee were Jacobs

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Approved
Board of Directors

Date: July 5, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Engineering, Caltrop, Harris and Associates and Parson Transportation. Following interviews and committee deliberations, the selection committee unanimously agreed that Jacobs Engineering team was most qualified to perform the work and recommends this contract to the Major Projects Committee and the Board of Directors.

The contract cost negotiated with Jacobs is consistent with the work included in the scope of work used for the RFQ. Board members will also recall that in recognition of the size of the potential consultant contracts and the importance of achieving the optimal "good fit" between SANBAG field staff and the construction management team, staff recommended that the contract be structured to allow SANBAG at its option to terminate and re-compete after set milestones, or continue with the same firm through the end of all construction work on the I-215 north of Interstate 10. This contract is consistent with that intent.

Finally, in 1995 the Board adopted "policy guidance" (Board Policy 34504) for direct hourly salary and overhead rates for staff when negotiating professional services contracts for Major Projects. In 2001 the Board amended the maximum hourly rate to $60. Since then the market has become extremely competitive for top talent and prevailing wage rates that apply to construction project inspectors continue to put upward pressure on directly hourly salary rates. Four individuals from the Jacobs team, including the Project Manager, the Senior Resident Engineer, the Senior Structures Representative, and Project Controls/Scheduler have a direct hourly salary that exceeds the $60/hour "policy guidance" rate. Additionally, this agreement includes allowances for annual 5% salary increases for personnel assigned to this project which will lead one additional member of the team exceeding the $60/hour rate in the second year of the project.

Financial Impact: This item is consistent with the SANBAG 2006/07 fiscal year budget. The cost of this contract is $3,290,925. Funding Source is SANBAG Measure I Valley Major Projects funds. TN 83807000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 06-043

by and between

San Bernardino County Transportation Authority

And

Jacobs

For

Construction Management Services for I-215 5th Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 3,134,214	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ 156,711	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 3,290,925

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 83807000	5553	1 Meas. I Valley Major Projects	$ 1,250,000
2 83808000	5553	2 Meas. I Valley Major Projects	$ 1,000,000
3 83809000	5553	3 Meas. I Valley Major Projects	$ 700,000
4 83810000	5553	4 Meas. I Valley Major Projects	$ 340,925

Original Board Approved Contract Date: 07/05/06 Contract Start: 07/05/06 Contract End: 1/5/10

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09	Fiscal Year: 09/10
$ 1,250,000	$ 1,000,000	$ 700,000	$340,925

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☐ Private ☒ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle** | Contract Manager: **Dennis Saylor**

Task Manager Signature 6-8-06 Date

Contract Manager Signature 6/7/06 Date

Chief Financial Officer Signature 6/19/06 Date

Sanbagportal-11 agreements-a06043-das.doc

Contract 06-043 ATTACHMENT "A"

SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT
I-215 5th Street Overcrossing Project and Other Potential Portions of I-215

INDEX

A. DESCRIPTION OF SERVICES

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D. DELIVERABLES

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

F. MATERIALS TO FURNISHED BY AGENCY

G. STANDARDS

H. LIMITATIONS TO AUTHORITY

I. THIRD PARTY RELATIONSHIPS

J. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below. The scope of services is divided into two separate sections. The first section is considered the initial scope of work for this contract, the second section consists of an add-on that may or may not be incorporated into the scope of work for this contract. The disposition of the second section of work will be evaluated and decided upon by SANBAG at a later date.

The first section is known as the I-215 5th Street Overcrossing (OC) Project Construction Contract. The Construction Contract includes construction of the 5th Street OC and adjacent roadway work. This project is described in more detail below.

The second section is known as Alternate A, Mainline Contracts. This potential add-on is for the construction management of Interstate 215 mainline segment project(s). These project(s) are described in more detail below.

SECTION ONE: I-215 5TH STREET OVERCROSSING (OC) PROJECT

The Interstate 215 Freeway Project is an existing freeway with mainline and interchange improvements developed by SANBAG in cooperation with the California Department of Transportation (Caltrans - District 8). The route extends through the City of San Bernardino from Interstate 10 through to existing State Route 30, new SR 210. Within the project corridor, the freeway project has been divided into four freeway segments. Within Segment One, an early bridge project is being constructed prior to the mainline segment. This early bridge project and adjacent roadway work is the 5th Street OC Project. The 5th Street OC Project is the first project to go out to construction. SANBAG is responsible for design and construction of this project. The 5th Street OC Project will consist of replacing the existing bridge over the existing freeway and railroad tracks and constructing a new bridge over both freeway and railroad in 2 stages. The new bridge and the roadway approaches will be constructed over an approximately 2 and ½ year period that will potentially overlap with Segment 3 and Segment 1 mainline work.

The total value of construction for this early bridge work is approximately $23 Million (State and Measure I Funding will be utilized). This project and the mainline contracts below will be constructed under Caltrans Encroachment Permits.

In conjunction with the 5th Street Overcrossing project, CONSULTANT shall perform constructability reviews of all the design plans, specifications and estimates for each segment at 95% (or 100% if those plans have already been submitted). These reviews will examine the packages the way a contractor would to identify areas that could be constructed more cost effectively. CONSULTANT shall also develop an overall corridor master schedule from all the different design schedules for each project. This will establish a corridor critical path. This schedule will be used as a planning tool during constructability review to better coordinate between each project to avoid staging or traffic handling conflicts.

SECTION TWO: ALTERNATE A, MAINLINE CONTRACTS

Construction management services for some or all of the Interstate 215 mainline construction contracts is a potential add-on for this contract and constitutes ***Alternate A***. These mainline contracts are

described in more detail below.

Interstate 215, Segment One Mainline Contract:

- Construction of the Segment 1 Mainline and remaining structures.
  - Segment 1 is approximately 1.9 kilometers (1.1 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Rialto Avenue to south of Ninth Street within the City of San Bernardino.
  - Construction of a new undercrossing structure at 2nd Street and 3rd Street along with bridge widenings and ramp bridges, sound walls, drainage improvements, and local street improvements.

Interstate 215, Segment Two Mainline Contract:

- Construction of the I-215 Segment 2 mainline and structures
  - Segment 2 is approximately 2.1 kilometers (1.3 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Ninth Street to south of Massachusetts Avenue within the City of San Bernardino.
  - Construction of new overcrossing structures at Ninth Street, Baseline, 16th Street over the freeway and the adjacent BNSF railroad tracks, and a reconfigured I-215/SR 259 interchange.

Interstate 215, Segment Three Mainline Contract:

- Construction of I-215 Segment 3 mainline and structures
  - Segment 3 is approximately 3.8 kilometers (2.4 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of the project extend from Interstate 10 to south of Rialto within the City of San Bernardino.
  - Construction of a new overcrossing structure at Inland Center Drive and widened structures through the segment. The segment will also include operational and drainage improvements.

Interstate 215, Segment Five Mainline Contract:

- Construction of I-215 Segment 5 mainline and structures
  - Segment 5 is approximately 1.7 kilometers (1.2 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of the project extend from south of Massachusetts to the SR 30/I-215 interchange within the City of San Bernardino.
  - Construction of new overcrossing structures at Massachusetts and Highland over the freeway and the adjacent BNSF railroad tracks as well as soundwalls and operational and drainage improvements.

It is anticipated that the mainline projects for Segments 1, 2, 3, and 5 of Interstate 215 will be constructed as described above. The following is the currently anticipated schedule for these segments:

Fifth Street OC:	Design complete:	March, 2006
(Design/Construct	RTL:	September, 2006
By SANBAG)	Start Construction:	February, 2007
	End Construction:	August, 2009

Segment 3: (Design by Caltrans)	Design complete:	April, 2006
	RTL:	November, 2006
	Start Construction:	April, 2007
	End Construction:	April, 2010
Segment 1: (Design by SANBAG)	Design complete:	May, 2007
	RTL:	October, 2007
	Start Construction:	March, 2008
	End Construction:	September, 2011
Segment 2: (Design by SANBAG)	Design complete:	May, 2008
	RTL:	October, 2008
	Start Construction:	March, 2009
	End Construction:	March, 2013
Segment 5: (Design by SANBAG)	Design complete:	March, 2010
	RTL:	July, 2010
	Start Construction:	January, 2011
	End Construction:	January, 2013

These segments will overlap in their construction schedules. The total value of construction for this work is approximately $425 Million (Combinations of Federal, State and Measure I Funding will be utilized). The 5th Street OC project will be constructed under contract to SANBAG. The lead agency for construction contract administration on the mainline segments has yet to be determined.

At a future date, SANBAG's Board will determine whether the Consultant will provide construction management services for Alternate A which may consist of any or all of the mainline contracts. At SANBAG's sole discretion, the construction management of Alternate A may be offered to and negotiated with the Consultant or instead recompeted to find a new consultant team.

The 5th Street OC Project and Alternate A, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, retaining walls, and in some cases, sound walls. CONSULTANT shall provide qualified construction management and inspection personnel to perform a wide variety of construction inspection and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Darren Kettle
Director of Freeway Construction

SANBAG has selected Fluor Daniel as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager and several Segment Managers to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Segment Managers will be the main contact and primary

source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. PERFORMANCE REQUIREMENTS

CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to direct and coordinate construction activities under this contract. Other Resident Engineers or Assistants may be assigned to specific segments or project responsibilities as needed. Resident Engineers shall be Civil Engineers, registered in the State of California. The Resident Engineers shall be in responsible charge of construction activity within his/her segment.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of six (6) weeks after Caltrans acceptance of the Project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

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

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

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

CONSULTANT personnel shall assist in monitoring compliance with:

1. Labor standards and related wage determination decisions of the Secretary of Labor

2. Safety and accident prevention provisions for the Project

3. Equal opportunity provisions for the Project.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Project segments will be executed under multiple construction contracts as described in the Project Description. Where the terms "Segment", "Project" and "Contractor" are used herein, they shall apply to all phases and Contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineers' files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

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

c. Budget

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

2. Bid Process

a. Bid Documents

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

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

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

c. Contract Award

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

1. Review of bid for completeness and responsiveness

2. Perform bid analysis

3. Development of contractor payment schedules, and other procedural items.

4. Checking Contractor references, licenses, insurance, and sureties.

5. Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular project coordination meetings with Contractors, SANBAG, Caltrans, and design engineer, as appropriate.

c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.

d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.

f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each segment. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.

h. CONSULTANT shall review and ensure compliance with environmental requirements.

i. CONSULTANT shall participate in partnering sessions with the Contractors, SANBAG, and Caltrans, as required.

j. CONSULTANT shall assure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.

l. CONSULTANT shall assure that the Project meets all provisions of the Caltrans Storm Water Pollution Prevention Plan (SWPPP).

m. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.

b. CONSULTANT shall act as a prime point of contact between Contractor, SANBAG, SANBAG's construction surveyor, SANBAG's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between Caltrans, design engineers, cities, and the public.

c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager and Segment Managers.

d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the Caltrans utility inspector.

e. CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.

f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Segment Manager. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of SANBAG approved changes with the Segment Manager and the design engineer.

j. CONSULTANT shall review and approve falsework and shoring plans.

k. CONSULTANT shall review and approve Traffic Control Plans.

l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate Caltrans, City, and local agency personnel are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.

b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.

d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction (Greenbook). CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of

Caltrans Storm Water Pollution Prevention Program.

e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:

1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.

2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

3. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.

4. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.

5. Preparing construction sketches, drawings, and cross-sections, as necessary.

6. Assisting in the preparation of as-built plans.

7. Providing inspections for environmental compliance.

8. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions required by Caltrans.

9. Monitoring Contractors' compliance with applicable regulations required by AQMD.

10. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

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

b. Materials Testing and Geotechnical Services

SANBAG will provide all necessary Project related materials acceptance testing, under separate contract. Caltrans will provide assurance testing services. CONSULTANT shall coordinate all materials testing with SANBAG and Caltrans testers.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for Interstate 215. SANBAG shall coordinate public awareness for the Interstate 215 Projects directly in conjunction with Caltrans. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for these Projects. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information as appropriate. Should CONSULTANT Resident Engineers receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

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

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Contingency balance
6. Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable,

CONSULTANT shall convey proposed changes to design engineer, other project consultants, and/or Caltrans. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows

1. Agreed Price

2. Adjustment in compensation to a bid item

3. Time and materials or Force Account

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.

d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

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

a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.

b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.

c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.

d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.

c. CONSULTANT shall review and verify completeness of as-built drawings.

d. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans, Contractors, and design engineers.

e. CONSULTANT shall prepare final construction reports including the Project Completion Report.

f. CONSULTANT shall prepare and deliver to SANBAG all project files.

g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries, and Resident Engineers' daily diaries

2. Monthly Project Activity Summary Reports

3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.

4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects

5. Project Completion Report

6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records

7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans,

specifications, and other standards as appropriate (see item G below).

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.

2. SANBAG will provide copies of all previously secured permits and Project authorizations.

3. SANBAG will provide office space, Consultant will provide telephones, desks, chairs, computers, and appropriate office equipment.

G. STANDARDS

All construction inspection and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

1. Construction Manual and its revisions

2. Bridge Construction Records and Procedures Manual

3. Quality Assurance Program Manual

4. Manual of Traffic Controls for Construction and Maintenance Work Zones

5. Caltrans Standard Specifications and Standard Plans.

6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.

3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.

4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.

5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of

the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the Measure I Valley Major Projects Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

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

J. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

a. Six (6) years project management experience on similar highway and bridge construction projects.

b. Accessible to SANBAG at all times during normal working hours.

c. A thorough understanding of Caltrans construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

a. Review, monitor, train, and provide general direction for CONSULTANT inspection personnel.

b. Assign personnel to projects on an as-needed basis.

c. Administer personal leave.

d. Prepare monthly reports for delivery to SANBAG.

2. Senior Resident Engineer

Minimum qualifications shall be as follows:

a. Eight (8) years resident engineer experience on similar highway construction projects.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Senior Resident Engineer will assume the following functional responsibilities:

a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.

b. Assign field personnel to specific project tasks.

c. Monitor and track Contractor progress.

d. Prepare daily, weekly and monthly reports as required.

e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.

f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.

g. Act as prime field contact between various project Contractors and SANBAG's Segment Managers and Construction Manager.

3. Resident Engineer

Minimum qualifications shall be as follows:

a. Four (4) years resident engineer experience on similar highway construction projects.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Resident Engineer shall act under the direction of the Senior Resident Engineer and will assume the following functional responsibilities:

a. Monitor and provide daily direction to CONSULTANT inspection personnel.

b. Assign field personnel to specific project tasks.

c. Monitor and track Contractor progress.

d. Prepare daily, weekly and monthly reports as required.

e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.

f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.

g. Act as prime field contact between SANBAG's Segment Manager and the various project Contractors.

3. Lead Field Inspector

Minimum qualifications shall be as follows:

a. Six years (6) construction inspection experience in public works or similar highway projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience.

b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Ability to direct the efforts of subordinate inspectors.

e. Understanding of Caltrans field and construction office procedures.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway construction.

b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.

d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.

e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.

f. Provide input for the redesign of facilities to fit existing field conditions.

g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

4. Field Inspector

Minimum qualifications shall be as follows:

a. Two years construction inspection experience in public works or similar highway projects ***or*** a four-year degree in the field of civil transportation engineering.

b. Knowledge of construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

d. Understanding of Caltrans construction methods and practices.

e. Ability to use typical computer programs for word processing and spreadsheets.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway construction.

b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.

d. Perform quantity calculations for progress pay estimates and maintain Project records.

e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.

f. Provide input for the redesign of facilities to fit existing field conditions.

g. Perform labor compliance interviews of the Contractors' personnel.

5. Structural Representative or Lead Structural Inspector

Minimum qualifications shall be as follows:

a. Six (6) years of bridge or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil engineering.

b. Licensed Professional Civil Engineer in the State of California.

c. Knowledge of stress analysis, structural mechanics, and strength of materials.

d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, falsework, and shoring. Additional construction experience in the following areas is also needed: bridge retrofit, deep excavations, hard driving conditions, and deep foundations.

f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

g. Ability to direct the efforts of subordinate inspectors.

h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

i. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.

b. Make grade, alignment, quantity, falsework, and shoring calculations.

c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.

e. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants under contract with SANBAG.

g. Direct subordinate inspectors.

6. Structural Inspector

Minimum qualifications shall be as follows:

a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects ***or*** a four-year degree in civil or structural engineering.

b. Knowledge of stress analysis, structural mechanics, and strength of materials.

c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, falsework, and shoring.

e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Structural Inspector will assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.

b. Make grade, alignment, quantity, falsework, and shoring calculations.

c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

d. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

7. Office Engineer

Minimum Qualifications shall be as follows:

a. Two years (2) office engineering on similar Caltrans highway and/or bridge construction projects.

b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.

b. Prepare and process contract change orders.

c. Monitor construction budget and schedule.

d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.

e. Perform routine calculations and checking of quantities.

f. Coordinate all office activities and functions with SANBAG representatives.

Contract 06-043, Attachment "B"

San Bernadino Associated Governments

Construction Management Services - I 215 5th Street Overcrossing

Rate Table

Position	Name	Firm	FY06 Base Rate
Project Manager	Hank Alonso	Jacobs	$ 70.00
Senior Resident Engineer	Joe Jenkins	Jacobs	$ 65.00
Senior Structural	Jon Rohrer	HDR	$ 65.00
Resident Engineer	Doug Franco	Vali-Cooper	$ 60.00
Lead Field Inspector	Thomas Givan	Vali-Cooper	$ 50.00
Field Inspector	Michael Schneider	HDR	$ 45.00
Structural Inspector	Kevin Smith	Jacobs	$ 45.00
Railroad Coordinator	Glenn Thompson	HDR	$ 40.00
Office Engineer	N/A		$ -
Labor Compliance Consultant	Karen Meadows	Meadows Consulting	$ 42.00
Project Control/Scheduler	Albert Vela	Jacobs	$ 65.00
Cost Engineer	N/A		$ -
Safety	Darrell Wahrmund	Jacobs	$ 45.00
QA/QC	N/A		$ -

Wage Escalation Per Year: 5.00%

	Jacobs	HDR	Vali-Cooper	Meadows Consulting
Overhead Rate - Field:	110.00%	120.00%	120.00%	75.00%
Profit:	10.00%	10.00%	10.00%	10.00%

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 13

Date: July 5, 2006

Subject: Professional Services Agreement No. 05-016 for legal services with the law firm of Best, Best, and Krieger

Recommendation:* 1. Authorize Executive Director to approve a $75,000 increase to the not to exceed amount of Agreement No. 05-016 with Best, Best, and Krieger (BB&K) for a total not to exceed amount of $150,000; and

2. Approve budget amendment to the SANBAG 2006/07 fiscal year budget to increase Task Number 82407000 as detailed in the Financial Impact Section. TN 82407000

Background: As part of the State Route 210 Freeway Project, SANBAG entered into cooperative agreements with various public agencies for the purposes of purchasing right of way for the freeway project and adjacent necessary public facilities. The Board approved Contract 05-016 with BB&K in August 2004 to provide outside legal counsel to advise the SANBAG Board and represent SANBAG on legal matters that arise related to these agreements.

Financial Impact: This item is not consistent with the SANBAG 2006/07 fiscal year budget. The cost of this contract increases to a not to exceed amount $150,000.

A budget amendment is requested to increase revenues and expenditures in the amount of $75,000 in TN 82407000. Funding Source is SANBAG Measure I Valley Major Projects Fund Balance. TN 82407000

Reviewed By: This item was reviewed and recommended for approval (Biane and Wapner abstained), by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Board of Directors

Date: *July 5, 2006*

Moved: *Second:*
In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **14**

Date: July 5, 2006

Subject: Amendment No. 1 Contract No. 04-016 with Tetra Tech, Inc. for Interstate 10/Tippecanoe Interchange Project Development.

Recommendation:* Approve Amendment No. 1 to Contract 04-016 with Tetra Tech, Inc. for preliminary engineering and environmental clearance on the I-10/Tippecanoe interchange and Evans Street north projects extending the period of performance and modifying the scope of services. TN 84207000

Background: **This is a no cost time extension amendment to an existing contract.** A preliminary engineering contract with Tetra Tech, Inc. was executed in August 2003, Contract 04-016, to prepare a project report and environmental document for the I-10/Tippecanoe interchange improvements and an adjoining north-south arterial corridor known as Evans Street. The interchange and Evans Street were part of an overall project to provide enhanced access to Loma Linda University Medical Center, improve freeway and local street operations in the interchange area, and to improve access for development at the former Norton Air Force base and City of San Bernardino and Loma Linda commercial interests. Based on numerous discussions with the project stakeholders over the last several years and evaluating the needs, purposes, and funding for the project components, it has been agreed that the overall large project should be separated into two smaller stand alone projects. The I-10/Tippecanoe interchange reconfiguration project is one project element and the Evans Street north project (which will include Evans Street north of the UPRR tracks with an east-west connector) is a second element.

Along with the discussions and decision to split the projects, numerous studies have also been performed evaluating interchange alternatives proposed in the Project Study Report as well as a number of new configurations. A single viable interchange alternative has now been developed to carry forward for technical

*

Approved
Board of Directors

Date: July 5, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0607h-dmk.doc
Attachment: a0401601; a0401601sos-das

studies in the environmental document and preliminary engineering. This will simplify and streamline the preparation of the environmental clearance document as well as the preliminary engineering work of preparing a modified access report and geometric approval drawings.

These two major changes, the splitting of the overall project into 2 separate initial projects with 2 separate sets of deliverable products and the development of a single viable alternative to carry forward into the environmental technical studies and preliminary engineering, are changes to the scope of services of the original contract. The net effect from the splitting of the projects but reducing the number of alternatives is that there will be no additional cost with this amendment. There will need to be a time extension on the contract, however, due to the time taken to reach a decision on splitting the projects and developing a single viable alternative. This time extension will be for two additional years beyond the duration of the original contract.

Financial Impact: No additional funding is required as part of this amendment. This amendment is for a scope change and time extension only.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

brd0607h-das.DOC
Attachment: a0401601

SANBAG Contract No. 04-016-01

by and between

San Bernardino County Transportation Authority

and

Tetra Tech, Inc.

for

Preparation of PR/ED for I-10 Tippecanoe

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable Vendor Contract # _____	Retention: ☐ Yes ☒ No	☐ Original ☒ Amendment

Notes: Amendment for Time Extension and Scope Change

Original Contract:	$ 643,801	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
		Current Amendment:	$ 0
Contingency Amount:	$ 0	Current Amendment Contingency:	$ 0

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 643,801.00

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 _____	_____	1 _____	$ _____
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____
4 _____	_____	4 _____	$ _____

Original Board Approved Contract Date: 8/6/03 Contract Start: 8/6/03 Contract End: 8/6/06

New Amend. Approval (Board) Date: 7/5/06 Amend. Start: 7/5/06 Amend. End: 8/6/08

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle** Contract Manager: **Dennis Saylor**

6-7-06 6/6/06

Task Manager Signature Date Contract Manager Signature Date

6/19/06

Chief Financial Officer Signature Date

A0401601.doc
TN 0727200

Contract No. 04-016, Amendment No. 1

By And Between

San Bernardino County Transportation Authority

And

Tetra Tech, Inc.
For

Preparation of Project Report and Environmental Document for I-10 Tippecanoe Interchange

(Amendment for Time Extension and Scope Change)

Whereas, AUTHORITY Contract No. 04-016 was entered into between the San Bernardino County Transportation Authority (hereafter called AUTHORITY) and Tetra Tech, Inc. on August 6, 2003 for Preparation of Project Report and Environmental Document for I-10 Tippecanoe Interchange in the Cities of San Bernardino and Loma Linda, California; and

WHEREAS, the scope of work for this project has changed based on discussions with Caltrans, FHWA, and local agencies. Instead of a combined project report and environmental document to cover both the I-10 Tippecanoe interchange and the local Evans Street work, the two projects are now separated with independent project reports and environmental documents. The revised scope of services is included as Amendment 1, Attachment A, which supersedes the Attachment "A" which was part of the original contract, and

WHEREAS, the costs for various tasks have therefore changed as reflected in Amendment 1, Attachment B, which supersedes the Attachment "B" which was part of the original contract, though the total costs are the same as the original contract amount, and

WHEREAS, additional time is needed to complete the project based on the new scope of services,

NOW, THEREFORE, AUTHORITY Contract No. 04-016 is hereby amended as follows:

1. Extend the completion date of this contract to August 6, 2008.
2. Amendment 1, Attachment A shall supersede Attachment "A" of the original contract.
3. Amendment 1, Attachment B shall supersede Attachment "B" of the original contract.
4. All other provisions and terms of the contract shall remain the same.

Tetra Tech, Inc.

By: _____

Date: _____

San Bernardino
County Transportation Authority

By: _____
Kelly Chastain
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Contract 04-016, Amendment 1, Attachment A

TIPPECANOE AVENUE / I-10 INTERCHANGE
SCOPE OF WORK

The proposed scope of work assumes that one alternative will be studied for the Project Report and Environmental Document.

Task 1: ADMINISTRATION/COORDINATION/MEETINGS

Tetra Tech will manage this phase of the project with responsibility for the overall work effort. This task includes project management and administration; meetings; quality control/quality assurance; agency, subconsultant and utility coordination; project permit coordination; scheduling; budgeting; progress reporting; and invoicing. Progress meetings will be held at monthly intervals or as needed between SANBAG, the Cities, Caltrans and the Tetra Tech Project Team. The purpose of these meetings will be to review project status to ensure that the contract objectives and milestones are being achieved. To supplement these meetings, Tetra Tech will maintain on-going communications with the SANBAG, Caltrans, the Cities, LLU and the County. A detailed schedule will be developed, maintained and updated for control of the project.

A Project Development Team (PDT) will be established for the project by Tetra Tech in conjunction with SANBAG and submitted to Caltrans for concurrence. The PDT will be comprised of the assigned Caltrans' Project Manager and representatives from Project Development, Environmental, Right-of-Way, Maintenance and Traffic Operations units as well as representatives of the Cities, LLU, the County, and Tetra Tech. Representatives from other entities may be added as needed.

Task 2: ALTERNATIVE STUDY/RESEARCH AND DATA COLLECTION

Various alternatives have been and are being studied for viability since the value analysis was performed in May of 2003, for example, an alternative that included loop ramps on the southern half of the interchange in addition to hook ramps in the southwest quadrant, and another alternative that included connection to Evans Street Overcrossing from HOV lanes.

Existing reports, studies, proposed and "as-built" plans, mapping or other information will be obtained from SANBAG, Caltrans, the Cities and the County and reviewed by Tetra Tech. Data to be obtained and reviewed includes:

- Mapping and design information from Caltrans, the Cities and SANBAG for adjacent freeway interchange and street improvement projects or developers who may be planning or currently working on development projects in the vicinity
- Hazardous material/waste information
- Preliminary materials (geotechnical) information
- Environmental resources inventory and issues
- Landscape information
- Traffic data (existing and forecasted traffic, level of service, capacity adequacy, operational analysis, accidents, etc.)
- Preliminary structure studies
- I-10 Corridor Concept Plan

- Right-of-way and utility plans
- Local planning (land use)

Task 3: SURVEY/MAPPING/BASE PLANS

Based on the Caltrans Metric to U.S. Customary Units Transition Plan dated March 2005, all projects initiated after March 1, 2005 that also PS&E after March 1, 2007 must use English units. After researching records and data at the County and Caltrans for vertical and horizontal control information, Tetra Tech will perform the horizontal and vertical control, aerial contour mapping and limited field survey tasks. The aerial topography mapping will be prepared in Microstation Intergraph format at a 1"=50' scale with 1-foot contour intervals. The area to be mapped will include: Along I-10 from the Waterman Avenue eastbound on-ramp to 1,000 feet east of Richardson Street, 600 feet south of centerline and 300 feet north of centerline; Along Tippecanoe Avenue/Anderson Street 300-feet wide from Davidson Street to San Timoteo Creek.

This new mapping will be used for the development of the geometrics of the horizontal and vertical alignments for the layout sheets required for the, PR, Environmental Document and Geometric Approval Drawing. Mapping will be provided in hard copy as well as Intergraph Microstation electronic format. Some limited field survey work will be required to verify existing bridge clearances, power line sag elevations, top of rail elevations and flow line elevations at significant drainage facilities or to secure information that may not show on the aerial map due to overhanging trees and underbrush.

Electronic black and white photographs (Ortho Photos) will be provided for the mapped area to aid in matching existing improvements and showing proposed improvements over existing conditions for the Conceptual Alignment Study to be used as exhibits at meetings and workshops.

Task 4: DRAFT ENVIRONMENTAL DOCUMENT

a. Project Information Review

Tetra Tech will obtain and examine information from prior stages in the project development process related to the environmental evaluation. In particular, Tetra Tech will review the existing PEAR considering the new design for the interchange. We will verify and confirm the initial Purpose and Need, Alternatives, and previous environmental evaluations with Project Manager. In addition, Tetra Tech will obtain and examine RTP and RTIP listings, regional emissions analyses, verify compliance with NEPA/404 MOU process at prior stages, verify Clean Air Act conformity status of project, and update the project file.

b. Public and Agency Scoping Process

For the purposes of this scope of work, Tetra Tech assumes that an Initial Study/Mitigated Negative Declaration will be the level of environmental documentation required for this project. Therefore, there is no formal noticing requirement, but we assume that a single public meeting and a single agency scoping meeting will be held to determine the range of issues that the Environmental Document should consider prior to circulation of the Draft Environmental Document to the public.

c. Community Impact Analysis, Land Use, and Growth Studies

Tetra Tech will perform all activities related to socioeconomic, land use, and growth inducement technical studies for use in the environmental document, and prepare a technical report documenting study results, including an Environmental Justice analysis as required. This will also cover the Right-of-Way Relocation Report.

d. Visual Impact Assessment and Scenic Resource Evaluation

Perform all activities related to Visual Impact Analysis Assessment (VIA) and Scenic Resource Evaluation (SRE) for use in the environmental document, and prepare a technical report documenting study results. This section will include analysis of potential impacts on visual resources within the project area. Tetra Tech will conduct a detailed assessment of the project area that will be subject to disturbance and possible visual impacts. Tetra Tech will identify important viewpoints and their proximity to the location of disturbance and will examine the disturbance area for viewpoints of high sensitivity (recreation areas, scenic highways, etc.).

High sensitivity viewers include existing residential areas, new housing or retail/commercial space, existing recreation areas (parks, etc), existing and proposed pedestrian/bicycle paths, and areas of similar concern for the visual environment.

The existing project area and surrounding landscape could be considered low in scenic value due to the existing disturbance regime. Key Observation Points (KOPs) will be established from local vantage points. KOPs are strategic viewing points: (1) where there are significant numbers of public viewers with a concern for the visual environment; and (2) from which there will be a clear view of the project during the construction phase and after construction is completed.

Tetra Tech will take photographs on-site from approved KOPs. These photographs will document the existing visual conditions before construction of the proposed improvements. Tetra Tech will prepare a computerized visual simulation of the proposed highway improvements as seen from these KOPs. This visual simulation will be presented to agency and staff, and will be used in public hearings and public meetings for the project. This scope of work assumes a maximum of five KOPs for discussion of visual impacts, with one visual simulation per KOP, for five total simulations.

Using GIS as a tool to map and analyze the construction areas of potential visual impact will be identified. The visual analysis will be performed taking into consideration the dominant elements within the context of the existing highway and with the CEQA/NEPA Guidelines for significance.

e. Noise Study

Tetra Tech will perform all activities related to noise impact analysis for use in the Environmental Document, and prepare a technical report documenting study results. The analysis will include the following subtasks:

- Identify sensitive receptors and analysis locations.
- Perform Caltrans noise screening procedure to indicate required level of study.
- Collect existing noise information, including monitoring data from ARB and APCD sites.
- Perform noise modeling.
- Develop estimates of effectiveness for alternative mitigation measures.

- Prepare technical report with preliminary barrier plans.

If it is determined that the project will have noise impacts, then Tetra Tech will consider potential abatement measures and recommend noise abatement measures that are determined to be reasonable and feasible. Tetra Tech will use Caltrans' Traffic Noise Analysis Protocol to determine when an abatement measure is reasonable and feasible.

f. Air Quality Study

Tetra Tech will perform all activities related to air quality impact analysis for use in the environmental document, and prepare a technical report documenting study results. Conformity at the project-level for pollutants of concern will include ozone (O_3) and particulate matter that is 2.5 microns in diameter or smaller ($PM_{2.5}$). Since this project is located in a non-attainment area for a PM_{10}, $PM_{2.5}$, and for ozone, then additional air quality analysis and reduction measures in regard to that pollutant are required. Tetra Tech assumes that a modeling analysis will be required for PM_{10} and $PM_{2.5}$. This analysis will include:

- A map showing the project alternatives and receptor sites and the location of the air district monitoring stations used to establish background concentrations.
- A description of the analysis process.
- A description of any assumptions made for the purposes of doing the analysis.
- A discussion of the results of the analysis and a comparison of the impacts and the proposed avoidance, minimization and/or mitigation measures.
- Conclusions regarding whether the project will cause any standard exceedances.

In order to conduct this analysis, baseline year and buildout year traffic count estimates are required for the no-build and the build scenarios.

g. Water Quality Studies

Perform all activities related to water quality impact analysis for use in the environmental document, and prepare a technical report documenting study results. Tetra Tech will review the work completed in 2000 for the PEAR and will update the information as needed. Tetra Tech assumes that there are no drinking-water wells in the vicinity of the project and no impact on aquifers, surface waters, or floodways, and therefore will limit this study to field reconnaissance only.

h. Summary of Geotechnical Report

Tetra Tech will include a summary of the Preliminary Geotechnical Report prepared by Ninyo & Moore for inclusion in the Draft Environmental Document. Tetra Tech assumes for the purposes of this scope that no significant geotechnical issues will be raised that will impact scope or schedule for the Environmental Document.

i. Phase 2 Environmental Site Assessment

Based on discussions with SANBAG, this task is omitted from this contract and will be completed in the next phase of the project.

j. Paleontology Study

Tetra Tech will complete the identification and evaluation of paleontological resources within the project's study area through existing information on geological stratigraphy and assessment of the probability of paleontological features in the project area. For the purposes of this scope, Tetra Tech assumes no paleontological resources exist in the project area.

k. Biological Studies

Perform all activities related to preparing Biological Studies related to the project. Tetra Tech assumes for the purposes of this study that no sensitive status species or wetlands would be impacted by this project. Therefore, we assume that a Biological Assessment and an ESA Section 7 consultation will not be required. Similarly, no wetland delineation or wetland permitting is assumed to be needed.

Tetra Tech will review existing information on biological resources, update the CNDDB query conducted in 2000, conduct a one-day field reconnaissance, make a tentative determination of possible sensitive species presence, and contact USFWS and CDFG for confirmation of a list of potential species of concern in the project area. The field reconnaissance will also include a review of wetland potential on-site and an analysis of invasive species presence. Tetra Tech will provide a brief report documenting existing conditions and analyzing potential impacts. For the purposes of this scope, it is assumed no protocol surveys will be needed.

l. Cultural Resource Studies

Tetra Tech will perform studies and prepare cultural resources (archaeological, historical, and architectural) reports) in order to comply with the requirements of CEQA, NEPA, Section 106 of the National Historic Preservation Act, and Section 5024 of the California Public Resources Code, including consultation with Native American communities as appropriate. After preparation and approval of an APE map, Tetra Tech will perform an archival search and conduct one day of pedestrian surveys. In addition, a Historical Resources Evaluation Report will be prepared based on literature review and field survey.

We assume for the purposes of this scope of work that no resources will be found within the APE that would be eligible for the National Register or trigger Section 4(f) considerations. Tetra Tech will evaluate any potential effects on cultural resources and recommend measures to avoid or reduce impacts where feasible.

m. Draft Environmental Document

Upon completion of all technical studies, Tetra Tech will prepare the EA/IS with all attachments. Tetra Tech will deliver one complete draft document, circulate among Caltrans, SANBAG, receive comments, and incorporate comments into final document. Upon satisfactory completion of the draft document, Tetra Tech will obtain permission to circulate the EA/IS.

n. Circulate EA/IS

Tetra Tech will circulate the EA/IS as required under NEPA and CEQA, including the publication of Notice of Availability and Notice of Intent to Adopt Mitigated Negative Declaration.

o. Prepare for and Hold Public Hearing

Under Caltrans guidance, an opportunity for a public hearing must be presented in the public notice process. For the purposes of this scope, Tetra Tech assumes no public hearing will be requested or held.

Task 5: TRAFFIC ANALYSIS AND REPORT

Based on our discussions with SANBAG, SANBAG initiated the traffic analysis necessary to move forward of studying one alternative in the Project Approval/Environmental Document phase. SANBAG will continue to complete the remaining work in-house. Tetra Tech's proposed fee is based on some work that has already been initiated by Tetra Tech, in addition to some coordination time.

Task 6: PRELIMINARY FOUNDATION REPORTS

Caltrans DOS has been requires a Preliminary Foundation Report for all impacted existing bridge structures and proposed new bridge structures and non-standard walls be submitted with the PR for a project. This work effort was not included in our original scope of work. Our geotechnical subconsultant, Ninyo & Moore, will perform the following specific tasks to complete the Preliminary Foundation Reports in accordance with Caltrans standards. Information in the Preliminary Foundation Reports will be included in the cost estimates for the APS concepts that are attachments to the PR. N&M will prepare nine Preliminary Foundation Reports, one for each potential new bridge and bridge widening within the project limits. The geotechnical evaluation is intended to provide a Preliminary Foundation Report as described in Section 2 of Caltrans Guidelines for Foundation Investigation and Reports. Deep borings and laboratory testing for foundation design will not be performed. Tetra Tech's structural engineers will review the Preliminary Foundation Report and discuss the findings and recommendations with N&M. Specific tasks will include:

- Project planning and coordination.
- Detailed review of readily available geologic maps, materials reports, as-built foundation reports, Log of Test Borings, published literature, stereoscopic aerial photographs, in-house information, our previous work on the project, soil reports, and reports and/or plans obtained from Caltrans.
- Assessment of the geologic conditions and seismic hazards affecting the bridge locations, and evaluation of their potential impacts on the project.
- Geotechnical site reconnaissance to observe the surficial geology and general site conditions at the study areas.
- Data compilation and engineering analysis of the information obtained from our background review and site reconnaissance. N&M's engineering analyses will include the evaluation of seismic data, liquefaction potential, scour potential, and the existing foundations, based on existing information only. N&M will not be performing subsurface evaluation or laboratory testing.
- Preparation of one Preliminary Foundation Report in letter report format for each bridge. The Preliminary Foundation Reports will be prepared in metric units. The reports will provide results of the engineering analyses and preliminary recommendations for design and construction of the bridge foundations. The reports will also provide recommendations for fieldwork and laboratory testing required for final foundation recommendations. Subsequent

to review of the draft reports by Caltrans and the agencies, comments will be addressed and the Preliminary Foundation Reports will be finalized and submitted.

Task 7: BRIDGE AVANCED PLANNING STUDIES

In conjunction with development of the concept geometrics, our bridge design engineers will prepare the Advance Planning Studies for the proposed widening of the I-10 bridge over San Timoteo Creek, and for the westbound onramp from Tippecanoe Avenue in accordance with the most recent issue of Caltrans' Memo to Designers 1-8 and 9-3. In addition, we will follow the Office of Special Funded Projects Information and Procedures Guide, Section 3-2, to complete the deliverables required by Caltrans. The objective of the Advance Planning Studies will be to develop feasible types of structures, costs, and constraints applicable for each bridge and each specific location. Special attention will be given to span lengths, structure depths, column locations, proposed clearances, seismic requirements, approach slabs, falsework requirements, construction staging, and traffic handling during construction.

The Advance Planning Studies will achieve the following objectives:

- Define the scope of structure work in the project.
- Provide the structure depth for setting profile grade lines.
- Establish preliminary structure construction cost estimates.
- Describe and document the design assumptions used in the early concept of the structure.
- Review Structures Maintenance Reports and include program-necessary identified repairs.
- Provide an early opportunity for the HQ Office of Structures Design (OSD) to assist in project conceptualization.

Familiarize the OSD with the project to program their workload and update the bridge status

Task 8: UTILITY IMPACTS/COORDINATION

We will review existing utility information available from the City and Caltrans and contact utility owners to determine major facilities located in the project area. This information will be shown on the geometric approval plans in the PR and ED and used to determine potential significant impacts to facilities and the cost estimates resulting from the impacts.

We will send copies of the geometric approval plans showing known utilities to the utility owners, requesting verification of existing facilities. The request for information will also include request for proposed future improvements planned by the utility owners in the project area. Information received from the utility owners will be used

Task 9: STORM WATER DATA REPORT (SWDR)

Under the NPDES storm water program, operators of large, medium, and regulated small municipal separate storm sewer systems (MS4s) require authorization to discharge pollutants under an NPDES permit. The SWDR will summarize the potential storm water quality issues and possible pollutants of concern to meet water quality standards through implementation of permanent and temporary Best Management Practices (BMPs).

Tetra Tech will collect information relevant to the project storm water and prepare the SWDR to develop a list of potentially feasible permanent storm water design pollution prevention and

treatment BMPs and incorporate the preliminary cost and associated right-of-way costs for implementing BMPs. The SWDR will be updated with more detailed engineering and environmental data to continue the BMP selection process during the PA/ED phase of the project.

Task 10: TRANSPORTATION MANAGEMENT PLAN (TMP)

We will prepare a Draft and Final TMP in accordance with Caltrans Transportation Management Guidelines dated July 1, 2001, and in accordance with examples of TMPs previously approved by District 8 as part of the Project Report. The estimated level of effort does not include the work necessary to develop and obtain approval of a TMP required for PS&E. Our work effort includes meetings with Caltrans Traffic Operations; fieldwork to review and determine detour route and gather other information related to alternate routes; data collection related to traffic volumes, signal timing, etc.; the TMP analysis; and preparation of the draft and final reports. We will incorporate agency review comments from the Draft TMP report into the Final TMP report, and submit the original and five (5) copies of the final report. The final TMP report will be included as an attachment to the PR.

Task 11: FACT SHEETS

There may be a need to deviate from standards in order to construct cost-effective, yet safe facilities. If standards cannot be met for proposed improvements to the interchange, we will prepare draft and final fact sheets for deviation from Caltrans Mandatory and Advisory Standards. This scope of work assumes two fact sheets are to be prepared.

Task 12: RIGHT-OF-WAY IMPACT/DATA SHEET

Existing right-of-way information, including parcel boundaries, will be obtained from record information at the City and Caltrans. As the preferred alternative layout sheets are refined, the impacts to right-of-way will also be better defined. This information will be shown on the right-of-way layout sheets and used to determine the preliminary right-of-way requirements for each alternative. The cost of potential right-of-way acquisitions, including construction easements and relocations, will be included in the cost estimate for each PR and ED alternative. A Right-of-Way Data Sheet will be prepared for each viable interchange alternative and included in the PR and ED. This scope assumes the necessary title reports will be provided by the City.

Task 13: COST ESTIMATE

We will develop preliminary cost estimates, with appropriate contingencies, for each viable alternative by summarizing: 1) construction costs; 2) potential environmental mitigation costs; 3) utility relocation/adjustment costs; and 4) potential right-of-way costs, to include acquisition and relocation costs. The development of cost estimates requires consideration of the impacts of each alternative. A Project Report Cost Estimate will be prepared for each viable alternative in accordance with Chapter 20 of the Caltrans Project Development Procedures Manual.

Task 14: DRAFT PROJECT REPORT

Tetra Tech will prepare the Draft Project Report (DPR). The DPR is an engineering report and will be prepared in conjunction with the Environmental Document. The DPR will be prepared in accordance with Section 2-50.30 and the eleven steps shown in Article 20, Guidelines for the Project Report Outline, in the Caltrans Project Development Procedures Manual. Provide thirty (30) copies of the Draft PR along with copies of the preliminary plans and supporting attachments

to SANBAG for review and comment and for transmittal to Caltrans for their review and comment.

Task 15: MODIFIED ACCESS REPORT (MAR)

We will prepare a Draft and Final MAR in accordance with Caltrans District 8 requirements and guidelines. Since there are no formal guidelines or format for an MAR, we assume the requirements and work effort will be similar to the MAR we recently prepared for the I-215 project in conjunction with SANBAG and District 8 staff. This effort will include preparation of the layouts, preparation of the traffic data, and development of the text necessary to adequately describe the project and its impact on the existing and proposed freeway connection and access control. We will prepare and submit the Draft MAR, and then incorporate review comments into the Final MAR. We will submit ten (10) copies of the Draft MAR and the original and twenty (20) copies of the Final MAR.

Task 16: FINAL ENVIRONMENTAL DOCUMENT

Tetra Tech will submit "final" EA to FHWA for Approval with copy of NOA for the "draft" EA and Record of Public Hearing for "draft" EA. When FHWA has approved the document, Tetra Tech will revise, as needed, and submit a Notice of Determination (NOD, CEQA) and Notice of Availability (NOA, NEPA) to the appropriate agency, and file the final EA/IS with the Mitigated Negative Declaration.

Task 17: FINAL PROJECT REPORT

After approval of the Draft PR, Tetra Tech will prepare the Final Project Report in conjunction with the Final Environmental Document. Tetra Tech will provide forty-five (45) copies and one (1) reproducible master of the Final PR along with copies of the preliminary plans and supporting attachments, including the Final Environmental Document, to SANBAG for review and comment and for transmittal to Caltrans for their final review, approval and signature. Approval of the PR and Project Approval by SANBAG and Caltrans will allow the PS&E to begin.

Task 18: GEOMETRIC APPROVAL DRAWING (GAD)

Tetra Tech will include maps of both the existing conditions and the proposed improvements in the project vicinity. As part of the Project Report (PR), we will submit the GAD of the Recommended Alternative only to SANBAG and Caltrans for review and approval. Tetra Tech will prepare GAD for the project in accordance with Caltrans standards, as described in Chapter 200 of the Highway Design Manual. We will prepare GAD for inclusion in the Final PR after the Draft PR has been circulated for review.

EVANS STREET
SCOPE OF WORK

TASK 1 – ADMINISTRATION/COORDINATION/MEETINGS

Tetra Tech will manage this phase of the project with responsibility for the overall work effort. This task includes project management and administration; meetings; quality control/quality assurance; agency, subconsultant and utility coordination; project permit coordination; scheduling; budgeting; progress reporting; and invoicing. Progress meetings will be held at monthly intervals or as needed between SANBAG, the City of Loma Linda, Caltrans and the Tetra Tech Project Team. The purpose of these meetings will be to review project status to ensure that the contract objectives and milestones are being achieved. To supplement these meetings, Tetra Tech will maintain on-going communications with the SANBAG, Caltrans, the City of Loma Linda, and LLU. This scope of work assumes 10 meetings. A detailed schedule will be developed, maintained and updated for control of the project.

TASK 2 - RESEARCH AND DATA COLLECTION

Existing reports, studies, proposed and "as-built" plans, mapping or other information will be obtained from SANBAG, Caltrans, the Cities and the County and reviewed by Tetra Tech. Data to be obtained and reviewed includes:

- mapping and design information from the City of Loma Linda and LLU for street improvement projects or developers who may be planning or currently working on development projects in the vicinity
- hazardous material/waste information
- preliminary materials (geotechnical) information
- environmental resources inventory and issues
- landscape information
- traffic data (existing and forecasted traffic, level of service, capacity adequacy, operational analysis, accidents, etc.)
- preliminary structure studies
- right-of-way and utility plans
- local planning (land use)

TASK 3 - SURVEY/MAPPING/BASE PLANS

To adequately prepare the Environmental Document and Conceptual Plans, it is essential to obtain accurate and up-to-date mapping. The horizontal and vertical control, aerial contour mapping and limited field survey tasks will be provided. Vertical and horizontal control information will be researched at the County. The aerial topography mapping will be prepared in Microstation Intergraph format at a 1"=50' scale with 1-foot contour intervals. The area to be mapped will include from Redlands Boulevard to South Pacific Railroad, west of the Academy. The mapping will be approximately 300 feet wide Mapping will be provided in hard copy as well as Intergraph Microstation electronic format. Some limited field survey work will be required to verify existing power line sag elevations, and flow line elevations at significant drainage facilities or to secure information that may not show on the aerial map due to overhanging trees and underbrush.

TASK 4 – PRELIMINARY ENVIRONMENTAL STUDIES

Tetra Tech will conduct initial investigations that are to be documented in the Preliminary Environmental Studies (PES). The PES will be supported by tabulated and mapped information, as necessary and pertinent to the information be presented. Tetra Tech will prepare the regional map, project location map and project footprint map to be incorporated into the PES. After the first screencheck, Tetra Tech will participate in a field review with SANBAG, City of Loma Linda, Loma Linda University and Caltrans Local Assistance. It is anticipated that one draft screencheck and one draft final screencheck will be submitted. The PES will conform to Exhibits 6-A and 6-B of the Local Assistance Procedures Manual.

TASK 5 – TECHNICAL STUDIES

Tetra Tech understands that the Environmental Document will be subject to both CEQA and NEPA requirements. We understand that the decision regarding the type of Environmental Document to be prepared will be made by Caltrans at the time of approval of the PES. For the purpose of this scope of work, and based on our knowledge of the project and meeting with Caltrans, Tetra Tech has assumed that a Categorical Exclusion document, with required technical studies (involving federal action) will be prepared.

Tetra Tech will prepare the following technical reports to support Categorical Exclusion.

Noise Analysis - Tetra Tech will analyze any potential highway traffic noise effects in accordance with NEPA and CEQA requirements. Since this project will have FHWA involvement, Tetra Tech will follow the Federal-Aid Highway Act of 1970 and the associated implementing regulations (23 CFR 772) in its analysis of traffic noise impacts. Tetra Tech will use the noise abatement criteria (NAC) contained in the regulations.

If it is determined that the project will have noise impacts, then Tetra Tech will consider potential abatement measures and recommend noise abatement measures that are determined to be reasonable and feasible based on the Caltrans' Traffic Noise Analysis Protocol.

Water Quality - Tetra Tech will review previous information gathered during reconnaissance work conducted in 2000 and update as needed with a field reconnaissance conducted in concert with the biological field visit. San Timoteo Creek is entirely confined to a concrete-lined channel in the project area, and no project activities are proposed that would adversely impact the creek. The project is located in a 100-year floodplain but will not alter floodwater movement or impair a floodway. Tetra Tech will also rule out the presence of wetlands or agricultural wetlands and will prepare a summary report to be used for further permitting (ACOE 404 or CDFG 1602 permits) if needed.

Biological Resources - Tetra Tech will review existing information on biological resources, update the CNDDB query conducted in 2000, conduct a one-day field reconnaissance, make a tentative determination of possible sensitive species presence, and contact USFWS and CDFG for confirmation of a list of potential species of concern in the project area. The field reconnaissance will also include an analysis of invasive species presence. Tetra Tech will provide a brief report documenting existing conditions and analyzing potential impacts. For the purposes of this scope, it is assumed no protocol surveys will be needed.

Wetland Resources –Preliminary literature review and map search has indicated that no wetlands are present in the project area. For the purposes of this scope, we assume that no

wetlands will be revealed during the biological site reconnaissance and that no delineation will be needed.

Air Quality - Tetra Tech will perform all activities related to air quality impact analysis for use in the environmental document, and prepare a technical report documenting study results. Conformity at the project-level for pollutants of concern will include ozone (O_3) and particulate matter that is 2.5 microns in diameter or smaller ($PM_{2.5}$). Since this project is located in a non-attainment area for a PM_{10}, $PM_{2.5}$, and for ozone, then additional air quality analysis and reduction measures in regard to that pollutant are required. Tetra Tech assumes that a modeling analysis will be required for PM_{10} and $PM_{2.5}$. This analysis will include:

- A map showing the project alternatives and receptor sites and the location of the air district monitoring stations used to establish background concentrations.
- A description of the analysis process.
- A description of any assumptions made for the purposes of doing the analysis.
- A discussion of the results of the analysis and a comparison of the impacts and the proposed avoidance, minimization and/or mitigation measures.
- Conclusions regarding whether the project will cause any standard exceedances.

In order to conduct this analysis, baseline year and buildout year traffic count estimates are required for the no-build and the build scenarios.

Hazardous Waste Materials - A Phase I study was completed for the general project area in 2000, in which several sites near the project footprint were identified. Tetra Tech will update this investigation as needed and identify any sites requiring further investigation. For the purposes of this scope of work, and based on the 2000 assessment, we assume that there will not be any sites requiring further investigation for the Evans Street Extension project. .

Cultural Resources – Tetra Tech will evaluate any potential impacts to historic and archaeological resources under the guidelines of the National Historic Preservation Act (NHPA), as well as CEQA and California Public Resources Code Section 5024.1. We will perform an archival search and conduct one day of pedestrian surveys. We assume for the purposes of this scope of work that no resources will be found within the APE that would be eligible for the National Register or trigger Section 4(f) considerations. Tetra Tech will evaluate any potential effects on cultural resources and recommend measures to avoid or reduce impacts where feasible.

Visual Resources - Tetra Tech will conduct an assessment of the project area that will be subject to disturbance and possible visual impacts. For the purposes of this scope, Tetra Tech assumes visual impact will be limited to minor changes in night-time lighting and glare. Based on preliminary engineering designs, Tetra Tech will conduct one night-time survey of existing lighting and glare conditions and will analyze potential impacts from lighting proposed with this project. Given the existing level of disturbance and the lack of significant cuts and fills needed for this project, Tetra Tech assumes no other visual analysis will be needed.

Traffic Analysis – Based on our discussions with SANBAG, the traffic analysis report will be completed by SANBAG.

TASK 6 – ENVIRONMENTAL DOCUMENTS

The results of all the technical studies will be presented in the draft Categorical Exclusion. We will assess the environmental effects, including growth-inducing and cumulative effects, with

significance criteria as agreed to by the City, SANBAG and Caltrans. Tetra Tech will compile a draft Categorical Exclusion, including appendices, and distribute it to the City, SANBAG and Caltrans for review. We have assumed one review of the Categorical Exclusion, subsequent incorporation of comments and the submittal of a camera-ready final Categorical Exclusion with supporting technical studies.

TASK 7 – GEOMETRIC APPROVAL DRAWING

We will develop the geometrics for development of Evans Street roadway to focus on physical characteristics of the project area and the engineering features and standards required to develop the project. Horizontal and vertical alignments will be made to ensure compliance with City standards. The geometric approval drawing will include, but not limited to, the existing features from the mapping provided in Task 3, proposed lane widths and pavement widening, approximate daylight lines, existing and proposed right-of-way.

This scope of work assumes Tetra Tech will submit the GAD to the City of Loma Linda, SANBAG and other agencies/stakeholders for review. We have assumed two reviews of the GAD, incorporation of comments and response to comments for this task.

Contract 04-016, Amendment 1, Attachment B

COST AND PRICE ANALYSIS -
TIPPECANOE AVENUE/I-10 INTERCHANGE
TETRA TECH, INC.

DETAIL DESCRIPTION		ESTIMATED HOURS	AVERAGE RATE/HOUR*	TOTAL EST. COST ($)
1. DIRECT LABOR (Specify)				
PROJECT DIRECTOR (PRINCIPAL)		80	$60.00	$4,800.00
PROJECT MANAGER/SUPERVISING SCIENTIST		478	$55.61	$26,581.58
PROJECT ENGINEER/PROJ SCIENTIST		738	$45.37	$33,483.06
DESIGN ENGINEER/SR SCIENTIST		980	$40.85	$40,033.00
CAD OPERATOR/SCIENTIST		890	$34.85	$31,016.50
WORD PROCESSOR		476	$23.06	$10,976.56
				$0.00
				$0.00
	TOTAL	3642		$146,890.70
2. INDIRECT COSTS (Overhead/G&A-Specify)	**BURDEN RATE (%)**	**x BASE =**	**BURDEN ($)**	
Salary related	48%	$146,890.70	$70,507.54	$70,507.54
General overhead	107%	$146,890.70	$157,173.05	$157,173.05
3. TOTAL DIRECT LABOR AND DIRECT COSTS (Sum of Lines 1 and 2)				**$374,571.29**
4. FIXED FEE/PROFIT (Applies to line 3 only)	**PERCENT**	**x BASE =**	**FEE ($)**	
Profit	10%	$374,571.29	$37,457.13	$412,028.41
TOTAL			**$37,457.13**	**$412,028.41**
5. OTHER DIRECT COSTS (Specify)				
Robert J. Lung (Mapping - vendor)				$25,875.00
Diane Painter (DBE)				$10,588.20
Lee Anderson				$9,150.27
Tim Zack				$9,150.27
Ninyo & Moore (Geotechnical- Preliminary Foundation Reports)				$22,226.00
Ninyo & Moore (Environmental - Phase II ESA)				$0.00
Travel/Mileage				$5,000.00
Equipment/Supplies				$6,534.00
Reproduction/Direct Cost				$10,000.00
6. TOTAL CONTRACT COST (Sum of Lines 3, 4, and 5)				**$510,552.16**

OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION

A. GOVERNMENT AUDIT PERFORMED	DATE OF AUDIT	ACCOUNTING PERIOD COVERED

B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT	C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? ____ NO ____ YES (If yes, name Agency negotiating rates) DOD

CERTIFICATE

The labor rates and overhead rates are current and all estimated costs have been determined by generally accepted accounting principles. Consultant represents that it (a) ____ has, ____ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the consultant) to solicit or secure this contract, and (b) ___ has, ____ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the consultant) an fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the San Bernardino Associated Governments

DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT

* NOTE: Average 3 year escalation hourly rate is based on 7% increase.

COST AND PRICE ANALYSIS -

Evans Street

TETRA TECH, INC.

DETAIL DESCRIPTION		ESTIMATED HOURS	AVERAGE RATE/HOUR*	TOTAL EST. COST ($)
1. DIRECT LABOR (Specify)				
PROJECT DIRECTOR (PRINCIPAL)		36	$60.00	$2,160.00
PROJECT MANAGER/SUPERVISING SCIENTIST		123	$55.61	$6,840.03
PROJECT ENGINEER/PROJ SCIENTIST		252	$45.37	$11,433.24
DESIGN ENGINEER/SR SCIENTIST		246	$40.85	$10,049.10
CAD OPERATOR/SCIENTIST		288	$34.85	$10,036.80
WORD PROCESSOR		134	$23.06	$3,090.04
				$0.00
				$0.00
	TOTAL	1079		$43,609.21
2. INDIRECT COSTS (Overhead/G&A-Specify)	BURDEN RATE (%)	x BASE =	BURDEN ($)	
Salary related	48%	$43,609.21	20932.4208	$20,932.42
General overhead	107%	$43,609.21	$46,661.85	$46,661.85
3. TOTAL DIRECT LABOR AND DIRECT COSTS (Sum of Lines 1 and 2)				$111,203.49
4. FIXED FEE/PROFIT (Applies to line 3 only)	PERCENT	x BASE =	FEE ($)	
Profit	10%	$111,203.49	$11,120.35	$122,323.83
TOTAL			$11,120.35	$122,323.83
5. OTHER DIRECT COSTS (Specify)				
Robert J. Lung (Mapping - vendor)				$8,025.00
Direct Cost/Reproduction				$2,900.00
6. TOTAL CONTRACT COST (Sum of Lines 3, 4, and 5)				$133,248.83

OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION

A. GOVERNMENT AUDIT PERFORMED	DATE OF AUDIT	ACCOUNTING PERIOD COVERED

B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT	C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? ____ NO ____ YES (If yes, name Agency negotiating rates) DOD

CERTIFICATE

The labor rates and overhead rates are current and all estimated costs have been determined by generally accepted accounting principles. Consultant represents that it (a) ____ has, ____ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the consultant) to solicit or secure this contract, and (b) ___ has, ____ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the consultant) an fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the San Bernardino Associated Governments

DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT

* NOTE: Average 3 year escalation hourly rate is based on 7% increase.

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **15**

Date: July 5, 2006

Subject: Request for Qualifications (RFQ) No. C0719 for professional engineering services for preparation of a Project Study Report (PSR) for State Route 30/210 – Victoria Avenue Interchange.

Recommendation:* Approve release of RFQ C0719 for professional engineering services for preparation of a PSR for State Route 30/210 – Victoria Avenue Interchange.

Background: **This is a new Request for Qualifications.** In April 2006, the Board approved Cooperative Agreement No. 06-057 in which SANBAG agreed to provide project management services to facilitate the preparation of a PSR for the Victoria Avenue Interchange at SR 30/210 and the five participant entities agreed to fund the cost of the consulting services to produce the PSR. The participant entities include the County of San Bernardino, Cities of Highland and San Bernardino, Inland Valley Development Agency, and San Manuel Band of Mission Indians. As approved in that Cooperative Agreement, SANBAG will act as a lead agency for the PSR development. Staff requests authorization to release the RFQ pending confirmation that all entities have approved the agreement.

Financial Impact: This item is consistent with and has no impact on the FY 2006-07 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Board of Directors

Date: July 5, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

brd0607j-dmk.doc
Attachment: SR210 Victoria Avenue Interchange RFQ; aC0719

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR QUALIFICATIONS

TO

PROVIDE
ENGINEERING SERVICES

FOR

SR 210/30 VICTORIA AVENUE INTERCHANGE PROJECT

IN

THE CITY OF HIGHLAND, SAN BERNARDINO COUNTY

CONTRACT NO. C0719

Issued: July __, 2006

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR QUALIFICATIONS

FOR

ENGINEERING SERVICES
SR 210/30 VICTORIA AVENUE INTERCHANGE PROJECT

I. INTRODUCTION

The San Bernardino County Transportation Authority (herein referred to as "SANBAG"), is soliciting Statement of Qualifications (SOQ) from qualified firms for engineering services in support of the SR210/30 Victoria Avenue Interchange Project. This project will involve engineering services consistent with establishing a range of alternatives for a new interchange on SR 210/30 at Victoria Avenue culminating in an approved Project Study Report (PSR).

All contracts will be awarded without discrimination based on race, religion, color, age, sex, or national origin.

II. PROJECT AND SERVICES DESCRIPTIONS

SANBAG is seeking the services of a qualified engineering consultant to develop alternatives for a new interchange on SR 210/30 at Victoria Avenue as described below. Generally the scope includes the determination, evaluation and recommendations of several alternatives for the project. The contract will culminate with the drafting and approval of a PSR.

The general project location is on SR 210/30 at Victoria Avenue in the City of Highland.

See the scope of services included with this RFQ package for a more detailed description of the project requirements.

III. MATERIALS FURNISHED BY SANBAG

Please note that there are no materials (e.g. project specific plans or studies) available for consultants to review.

IV. CALTRANS RELATIONSHIP

This contract is intended to provide a completed PSR for the Victoria Avenue Interchange project on SR 210/30. SANBAG and Caltrans will work together to manage the consultant's work efforts. SANBAG will be responsible for, and will be the sole point of contact for, all contractual matters. Caltrans will be responsible for providing technical oversight of the consultant's work efforts. The consultant shall only take direction from SANBAG and shall regularly inform both SANBAG and Caltrans of design progress and of all outstanding issues.

V. CONTRACT TYPE

A cost reimbursable plus percentage fee contract, with a total not to exceed amount of $250,000 will be issued for the contract. Any services provided by the Consultant, which are not specifically covered by the Contract, will not be reimbursed. It is the Consultant's responsibility to recognize and notify SANBAG when services not covered under the Contract have been requested.

The terms of the Contract will be effective for the duration of the selected project(s).

VI. MINORITY BUSINESS OPPORTUNITIES AND LOCAL PRESENCE

DBE utilization goals will not apply to this contract.

VII. STATEMENT OF QUALIFICATIONS INSTRUCTIONS

Statement of Qualifications (SOQ) will be accepted until 12:00 PM, August ___, 2006. Eight (8) copies are required. SANBAG reserves the right to accept or reject late SOQs at its discretion. Acceptance of a late submittal shall not be construed to mean that SANBAG will accept any late SOQ. SOQs shall be delivered to:

Mr. Darren Kettle
Director of Freeway Construction
San Bernardino County Transportation Authority
1170 W. Third Street, Second Floor
San Bernardino, CA 92410

SOQs must contain the information listed below and must be compiled in the following format:

A. Cover Letter

Provide the following information:

- A statement requesting SANBAG to evaluate the submitted SOQ based upon the Scope of Services.
- Summary description of the work to be performed by firm and each subconsultant firm proposed for the project and an estimate of the percentage of work to be performed by each firm.
- The location of the offices where the services are to be performed. If services are to be shared among firms and offices at different locations, indicate were each office is located and what services are to be performed in each office. For field personnel provide the location of the office where they will be based and from which office they will be managed.
- In accordance with SANBAG Policy No. 11000-R9, Sect. 7.A.2.f, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, see item C below.
- A memorandum from a principal from each subconsultant firm indicating the specific portion of services the subconsultant will be performing.

B. Local Presence Report:

For consultant and each subconsultant proposing to perform services from their San Bernardino County Office, provide the following business activity information:

- Firm name, address, telephone number, and fax number.
- Name of office principal and title.
- Date office was established in San Bernardino County.
- Number of personnel employed in the San Bernardino office.
- Approximate percentage of work performed on projects within San Bernardino County.
- Representative projects completed within San Bernardino County, date completed, and approximate billings.
- Number of senior management and regular employees working full time out of the San Bernardino County Office.
- Names of personnel proposed to be engaged on the contracted services and their county of residence (informational purposes only).

See SANBAG's Local Preference Policy and Local Presence Report sample format (enclosed).

C. Contract Termination Circumstances:

If consultant has ever been terminated from a contract, describe the facts and circumstances in detail, on a separate sheet. See policy for details.

D. U.S. General Services Administration Standard Form SF330:

"Architect-Engineer Qualifications". The Form SF330 must conform to the following format:

1. Provide a separate Form SF330 for the prime consultant and each subconsultant. Subconsultants need not supply Sections C, D and H.

2. Prime consultants should list subconsultants in Section C.

3. Provide an Organizational Chart in Section D:

   - Show the relationships between personnel and support staff who are expected to participate on the project.
   - For each person, indicate the firm with which they are employed.
   - Show the aspects of the services each person will be responsible for performing.

4. List key personnel in Section E. Section E must conform to the following requirements:

   - Every person whose resume is provided in Section E must also be shown on the organizational chart. Resumes of persons who are not shown on the organization chart will not be considered.
   - Section E, number 13 must describe the function the person will be expected to fulfill in connection with the project.
   - Section E, number 17 must list the person's active registrations in California, with the California Registration Number. Personnel (Resident Engineers / Inspectors) in responsible charge of Construction Management Services must be registered Civil Engineers in the State of California.
   - Section E, number 19 should provide a brief history of each person's relevant project experience, including descriptions of his/her role and tasks that he/she performed on each project. Also, identify key tasks each person is expected to perform for these projects under his/ her assigned function.

5. Section F should conform to the following requirements:

   - Projects listed in Section F must be projects worked on by personnel shown on the organizational chart and whose resumes are included in Section E. For each project listed, the personnel included in Section E who worked on the project and their project position must be shown.
   - In Section F, number 23, include the owner's telephone number and the name of a contact person who can provide a reference. Also include the name and telephone number of the primary contact for the prime consultant, if necessary.

Projects without references and telephone numbers will not be considered. List no more than ten projects.

- In Section F, number 24, indicate the project value, the contract value, and the respective values (project and contract) for which the firm was responsible, describe the nature of the firm's responsibility and indicate whether the firm was the prime consultant or a subconsultant.
- Additional information may be provided in Section F to highlight or expand on experience from projects that are especially applicable to the proposed Scope of Services, including an indication of the scope of related services for which the consultant was responsible.

6. Section H should demonstrate the consultant's approach and understanding of the proposed scope of services. This section should provide a detailed discussion of the work tasks and management activities necessary for project completion of the project. Discussion topics for consideration may include but not be limited to:

   - Key project issues, constraints, and critical path items.
   - Narrative discussing team organization, coordination, and information flow in reference to the proposed organizational chart.
   - Technical and proactive approaches to key services.
   - Unique team experience applicable to the proposed Scope of Services.
   - Flexibility of proposed roles and responsibilities.
   - Quality Assurance and Control.
   - Project management, control capabilities, and procedures.
   - Plan reviews and response procedures.
   - Concurrent assignment of proposed key consultant and subconsultant personnel on other projects.

   Where the Scope of Services does not adequately define the tasks required to provide complete professional services, provide descriptions of recommended additional services and programs.

E. Contract Comments:

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of SANBAG's contract. Please note that SANBAG reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that SANBAG considers non-negotiable. SANBAG does not anticipate making substantive changes to its Terms and Conditions.

F. Entire Statement of Qualifications:

The Consultant's SOQ package is limited to 30 (8 ½" x 11") pages single-sided. If 11" x 17" sheets are used, the first five will count as one page each, additional sheets over the first five will count as two pages each. The page limit does not include the outside cover, section dividers, cover letters and subconsultant commitment memorandum, contract comments, or duplication of the organizational chart. SOQs that do not contain the required information or do not contain the required number of copies, eight (8), will not be accepted.

G. Changes:

During the selection process, any changes in key consultant or subconsultant personnel proposed in the SOQ must be brought to the attention of SANBAG immediately.

VIII. CONSULTANT SELECTION

The primary objective of SANBAG is to select highly qualified firms to perform necessary professional services for SANBAG at a fair and reasonable cost. Firms may obtain a copy of the consultant selection policy by accessing the SANBAG website. In addition, SANBAG has established the following criteria for the selection process:

A. The selection process shall be fair, open, and competitive.

B. The selection of the consultant firms will be based on clearly stated objectives.

C. Selection of private consultants/firms shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price to SANBAG, rather than competitive bidding process.

D. Firms located in San Bernardino County shall receive significant preference in the selection process in order to encourage businesses to locate and remain in San Bernardino County.

E. Upon review of the SOQs, a shortlist of firms will be invited to prepare for an interview. The pending contract will be awarded to the responsible, responsive firm best conforming to the RFQ, and is in the opinion of SANBAG, most advantageous to SANBAG. SANBAG reserves the right to reject any and all SOQs and to negotiate with any responsible, responsive firm. SANBAG is under no obligation to issue contracts for the subject services.

IX. NEGOTIATIONS AND ENGAGEMENT

Following the selection of a consultant, the selected firm will submit a cost proposal and

participate in contract negotiations with SANBAG staff. Consultants are reminded that the contract will be limited to a not to exceed amount of $250,000. For the due date of the contract cost proposal, please refer to the attached consultant selection schedule in Section XI.

The final contract and Scope of Services will be negotiated. Consultants are encouraged to include in their SOQ any comments relating to the Scope of Services. In addition, Consultants are reminded that *any* comments regarding the Terms and Conditions of SANBAG's standard contract must be noted in the SOQ. SANBAG reserves the right to disqualify any firm that does not provide written discussions of any disagreements it has relative to SANBAG's Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

X. CONFLICT OF INTEREST

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Firms responsible for a project's design may not participate in construction management/construction inspection of the project. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of SANBAG.

XI. SCHEDULE FOR CONSULTANT SELECTION

Issue Request for Qualifications	July __, 2006
Statement of Qualifications Due	August __, 2006
Shortlist and Notify Consultants	August __, 2006
Interview Shortlisted Consultants	September __, 2006
Select Consultant	September __, 2006
Contract Cost Proposal Due	October __, 2006
Major Projects Committee Approval	October __, 2006
SANBAG Board Approval (estimated)	November __, 2006
Notice to Proceed (estimated)	November __, 2006

Dates are subject to change. Schedule updates will be posted on SANBAG's internet website: www.sanbag.ca.gov under "Latest RFP/RFQ Postings."

Contact List:

Questions/Comments:	Abunnasr Husain	(909) 889-8611 x141

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **16**

Date: July 5, 2006

Subject: Construction and Maintenance Agreement with Burlington Northern, Santa Fe Railroad (BNSF) and Caltrans for the Interstate 215 5th Street Overcrossing Project

Recommendation:* Approve Agreement No. 07-016 with BNSF and Caltrans to construct a new bridge over existing BNSF tracks as part of SANBAG's construction of I-215, 5th Street Overcrossing, fund BNSF flagging and inspection services in estimated amount of $789,731, and receive BNSF contribution towards the project in the amount of $1,245,657. TN 83807000

Background: The new 5th Street overcrossing over the reconstructed I-215 freeway which SANBAG has designed and will be constructing will be built over both the existing freeway and four BNSF tracks. This work is shown in Exhibit "A" of the agreement and specified in the "Recitals" at the beginning of the agreement. This agreement specifies that SANBAG will construct the new bridge and Caltrans will maintain it after completion of construction. This agreement also specifies that all agencies will follow established procedures for work on and adjacent to the railroad as will all contractors and subcontractors and personnel from all these agencies/companies. This agreement also establishes coordination and contact information between the 3 agencies and their contractors, and details the rights and responsibilities of these parties both during and after construction.

*

Approved
Board of Directors

Date: *July 5, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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TN 83807000

Since this work is over existing, in service railroad tracks which are owned and operated by BNSF, flagging operations are required along the BNSF tracks during certain times of construction and be available to coordinate railroad operations and construction operations. In addition, BNSF also requires inspectors to be present during certain construction activities above and adjacent to its tracks to insure that no activities could pose a hazard to railroad operations. A cost estimate of $789,731 for BNSF to provide these services as needed during construction for the I-215 5th Street Overcrossing is given in Exhibit "D" of this agreement. Since SANBAG is the lead agency administering the construction contract, SANBAG, in coordination with BNSF has estimated the number of days it will require flagging and inspection. This estimate is incorporated into Exhibit "D" of this agreement. Since there is some benefit to BNSF in removal of some existing bridge elements and because this project is funded by State and local sources, BNSF is making a contribution towards the cost of this bridge as defined in Article 5 of the agreement in the amount of $1,245,657.

Financial Impact: The estimated cost of this agreement for BNSF to provide flagging and inspection services is $789,731. These costs are included in the overall engineer's construction estimate for I-215, 5th Street Overcrossing and are anticipated expenditures in the FY 2006/07 Budget. The funding source for this agreement is Measure I Valley Major Projects funds. TN 83807000

The railroad will contribute $1,245,657 upon completion of construction.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 07-016

by and between

San Bernardino County Transportation Authority

And

Caltrans and BNSF Railroad

For

Construction and Maintenance Agreement for I-215 5th Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY

☐ Payable ☒ Receivable Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes: Receivable from BNSF Railroad at completion of construction per this agreement

Original Contract:	$ 1,245,657	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 1,245,657

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 8380900	5011	1 receivable	$ 1,245,657
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____

Original Board Approved Contract Date: 7/05/06 Contract Start: 7/05/06 Contract End: 12/1/09

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle** | Contract Manager: **Dennis Saylor**

Task Manager Signature Date 6/06/06

Contract Manager Signature Date 6/06/06

Chief Financial Officer Signature Date 6/19/06

OVERHEAD AGREEMENT

BNSF File No. 026114M
Fifth Street Overhead
U.S. D.O.T. No. 26114M

This Agreement **("Agreement")**, is executed to be effective as of this _____ day of _____, 2006 **("Effective Date")**, by and between BNSF RAILWAY COMPANY, a Delaware corporation **("BNSF")**, and the STATE OF CALIFORNIA, acting through the Department of Transportation, hereinafter referred to as **("STATE")** and the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as **("SANBAG")**.

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of San Bernardino, County of San Bernardino, State of California;

WHEREAS, STATE and The Atchison, Topeka and Santa Fe Railway Company, predecessor in interest to BNSF, hereinafter referred to as **("Santa Fe")**, entered into an agreement dated January 10, 1951, carried in BNSF's records as Contract No. 54360, which provided for the improvement of State Highway Route 9, now called State Highway Route 66, involving the construction and maintenance of the existing Fifth Street Overhead, PUC No. 2-80.75-A, U.S. D.O.T. No. 26114M across BNSF's rail corridor, hereinafter referred to as **("Rail Corridor")**, and over its tracks;

WHEREAS, STATE and the San Bernardino Associated Governments hereinafter referred to as "SANBAG", propose to reconstruct Interstate Highway I-215, through the City of San Bernardino, in order to accommodate the construction of High Occupancy Vehicle (HOV) lanes involving the reconstruction of STATE's Fifth Street Overhead, by means of a 502 foot long 5-span cast in place prestressed concrete box girder on concrete multi columns and concrete abutments, including On and Off Ramps and Retaining Walls;

WHEREAS, the new Fifth Street Overhead will be constructed first with the On and Off Ramps and the Retaining Walls to be subsequently constructed under a separate construction contract;

WHEREAS, STATE and SANBAG have entered into a Design Cooperative Agreement, dated February 2, 2002 providing for SANBAG's design for the reconstruction of the Segment 1 portion of the Interstate Highway I-215 reconstruction project, which includes the reconstruction of the Fifth Street Overhead.

WHEREAS, STATE and SANBAG will enter into a Construction Cooperative Agreement prior to the start of construction of the Project as described in Article I, Section 1 of this Agreement, that will provide for SANBAG's construction of the **Project** with STATE owning and maintaining the **Structure** as described in Article I, Section 1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the removal of the existing Fifth Street Overhead and the construction of a replacement Fifth Street Overhead including on and On and Off Ramps and Retaining Walls; (hereinafter referred to as the **"Structure"**), more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities,

preliminary and construction engineering and contract preparation.

ARTICLE II – BNSF OBLIGATIONS

In consideration of the covenants of STATE and SANBAG set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon STATE's payment to BNSF of the sum of NINETEEN THOUSAND ONE HUNDRED TWENTY and No/100 DOLLARS ($19, 120.00), BNSF shall grant to STATE, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's rail corridor described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

(a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said rail corridor;

(b) Construct, operate, maintain, renew and/or relocate upon said rail corridor, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with STATE's use of the Structure;

(c) Otherwise use or operate the rail corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with STATE's use of the Structure.

The Temporary Construction License shall be in the form attached hereto as Exhibit B and by this reference made a part hereof, and shall be for a term beginning on the Effective Date thereof and ending on the earlier of (i) completion of the Structure, or (ii) forty-eight (48) months following the Effective Date. The Temporary Construction License and related rights to be given by BNSF to SANBAG shall be without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words therein contained. The Temporary Construction License shall be for construction of the Structure and for no other purpose. STATE acknowledges and agrees that STATE shall not have the right, under the Temporary Construction License, to use the Structure. In the event STATE or SANBAG is evicted by anyone owning, or claiming title to or any interest in said rail corridor, BNSF will not be liable to STATE or SANBAG for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to STATE pursuant to the Temporary Construction License.

Upon payment to BNSF of the additional sum of TWENTY THOUSAND EIGHT HUNDRED EIGHTY and No/100 DOLLARS ($20, 880.00), such payment to be made within thirty (30) days of the giving of the notice required pursuant to Article III, Section 14 of this Agreement, BNSF shall deliver to STATE, its successors and assigns, a perpetual easement to enter upon and use that portion of BNSF's rail corridor described therein as is necessary to use and maintain the Structure. The Easement shall be in the form attached hereto as Exhibit B-1 and by this reference made a part hereof.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of SANBAG, which approval will not be unreasonably withheld. Construction of the Project will include the following principle elements of railroad work by BNSF:

(a) Procurement of materials, equipment and supplies necessary for the railroad work;

(b) Preliminary engineering, design, and contract preparation;

(c) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;

(d) Furnishing engineering and inspection as required in connection with the construction of the Project and;

(e) Providing a contract project coordinator, at SANBAG's expense, to serve as a project manager for the Project;

(f) Removal and replacement of a section of Main Track #3 to accommodate SANBAG'S removal of the footing for Pier #4 for the existing Structure.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.

4. SANBAG agrees to reimburse BNSF for work of an emergency nature caused by SANBAG or SANBAG's contractor in connection with the Project which is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of SANBAG and SANBAG agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge SANBAG for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send SANBAG progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Pursuant to the California Prompt Payment Act, CALIFORNIA CODES, GOVERNMENT CODE, SECTION 927-927.12., SANBAG must reimburse BNSF for completed force-account work within forty-five (45) calendar days from the date of SANBAG's receipt of the invoice for such work. Upon completion of the Project, BNSF will send SANBAG a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. If SANBAG fails to make payment of a BNSF invoice within said forty-five (45) days, SANBAG shall pay a penalty at a rate of 1 percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent pursuant to Section 927.6 (b) of said Government Code.

ARTICLE III – SANBAG OBLIGATIONS

In consideration of the covenants of STATE and BNSF set forth herein and the faithful performance thereof, SANBAG agrees as follows:

1. SANBAG must furnish to BNSF and STATE plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications with the railroad clearances expressed in **English Units**, must be submitted to BNSF and STATE for approval prior to commencement of any construction. BNSF will give SANBAG final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that

such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. SANBAG must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.

3. SANBAG must make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

4. SANBAG must construct the Project as shown on the attached Exhibit A and do all work **("SANBAG's Work")** provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF herein. SANBAG must furnish all labor, materials, tools and equipment for the performance of SANBAG's Work. The principal elements of SANBAG's Work are as follows:

(a) Preliminary and final Engineering;

(b) Demolition and removal of the existing Fifth Street Overhead;

(c) Design and the Construction of the Structure;

(d) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's rail corridor;

(e) Provide suitable drainage, both temporary and permanent;

(f) Apply the Commission's Crossing Number 2-80.75-A and D.O.T. Crossing Number 026114M in a conspicuous location on the Structure.

(g) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

5. SANBAG shall remove the pier wall, pedestal, and footing down to the top of pilings including removal of the pile cap for Pier No. 4 and the pier wall and pedestal down to the top of the footing for Pier 3 for the existing Fifth Street Overhead located within BNSF's Rail Corridor conditioned upon BNSF granting a work window for this task.

6. SANBAG's Work must be performed by SANBAG or SANBAG's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

7. SANBAG must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, SANBAG must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

8. SANBAG or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by SANBAG's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. Additionally, SANBAG must submit for approval two (2) copies of a professionally engineered demolition plan with applicable calculations to BNSF's Manager of Public Projects. The existing Fifth Street Overhead will not be removed until BNSF approves SANBAG's demolition plan in writing.

9. SANBAG must include the following provisions in any contract with its contractor(s) performing work on said Project:

(a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or rail corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Project Engineer at telephone number 909 386 4079 and/or the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF rail corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to the SANBAG or BNSF until these items are completed.

(c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's rail corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's rail corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies).**THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

(d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

10. SANBAG must incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III, Sections 6, 7, 8, 9, and 11; (ii) the provisions set forth in Article V, Sections 3, 4, 13 and 14; and (iii) the provisions set forth in Exhibit C, Exhibit C-I, and Exhibit F attached hereto and by reference made a part hereof.

11. Except as otherwise provided below in this Section 11, all construction work performed hereunder by SANBAG for the Project will be pursuant to a contract or contracts to be let by SANBAG, and all such contracts must include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's rail corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

(c) No work will be commenced within BNSF's rail corridor until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a

letter agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

(d) If it is in SANBAG's best interest, SANBAG may direct that the construction of the Project be done by day labor under the direction and control of SANBAG, or if at any time, in the opinion of SANBAG, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, SANBAG may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, SANBAG will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

(e) To facilitate scheduling for the Project, SANBAG shall have its contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and SANBAG's contractor will establish mutually agreeable work windows for the Project. SANBAG shall inform its contractor that any request for work windows with less that eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

(f) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein.

12. SANBAG must advise the BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, SANBAG must notify BNSF's Manager of Public Projects, in writing, of the date on which SANBAG, and/or STATE and/or SANBAG's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

13. **TO THE FULLEST EXTENT PERMITTED BY LAW, SANBAG HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) SANBAG'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO SANBAG PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO SANBAG PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) SANBAG'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR (VII) AN ACT OR OMISSION OF SANBAG OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY SANBAG WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES**

OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

14. SANBAG must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from SANBAG. The Notice to Proceed must reference BNSF's file number 026114M.

ARTICLE IV - STATE OBLIGATIONS

IN CONSIDERATION of the covenants of BNSF and SANBAG herein contained and the faithful performance thereof, STATE agrees:

1. To permit SANBAG to act as the responsible lead agency to design and construct the Project.

2. STATE must make application to the Public Utilities Commission of the State of California (**"Commission"**) for an order authorizing construction of the Project and to furnish to the Commission plans of the proposed construction, approved by BNSF, together with a copy of this agreement and to and obtain all other required permits and approvals for the construction of the Project.

3. STATE will acquire all properties required to construct the Project and maintain the Structure;

4. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and STATE agree to the following terms upon completion of construction of the Project:

(a) STATE will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement.

(b) STATE will arrange for removal of graffiti from the Structure;

(c) STATE must maintain said Commission's Crossing Number 2-80.75-A and D.O.T. Crossing Number 026114M in good readable condition in the conspicuous location on the Structure where applied by SANBAG during construction;

(d) It is understood by STATE that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities.

(e) Upon request from BNSF, STATE shall remove all trash and debris associated with the Structure from BNSF's property.

(f) If STATE (including its contractors and agents) or BNSF, on behalf of STATE, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then STATE or its contractors and/or agents must procure and maintain insurance coverage as contained in said Exhibit C-1 as the same may be revised from time to time.

5. Subject to the restrictions imposed by Article V, Section 13 below, STATE must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's rail corridor for

maintenance purposes. If the construction work hereunder is contracted, STATE must require its prime contractor(s) to comply with the obligations set forth in Exhibit C, Exhibit C-1 and Exhibit F, as the same may be revised from time to time. STATE will be responsible for its contractor(s) compliance with such obligations.

6. **PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 14662.5, STATE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BNSF FROM, AND TO REPAIR OR PAY FOR, ANY DAMAGE PROXIMATELY CAUSED BY REASON OF THE USES AUTHORIZED BY THE EASEMENT SET FORTH IN EXHIBIT B-1 TO THIS AGREEMENT, AND THE TEMPORARY CONSTRUCTION LICENSE SET FORTH IN EXHIBIT B TO THIS AGREEMENT.**

ARTICLE V – JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.

2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. SANBAG must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) SANBAG (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) SANBAG (or any of its contractors) prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project. The work stoppage will continue until all necessary actions are taken by SANBAG or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

SANBAG Director of Freeway Construction
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Fax: (909) 388-2002.

5. SANBAG must supervise and inspect the operations of all SANBAG contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by SANBAG personnel at any time during construction of the Project, BNSF has the

right to stop construction (within or adjacent to its operating rail corridor). Construction of the Project will not proceed until SANBAG corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify SANBAG Director of Freeway Construction for appropriate corrective action.

6. Santa Fe contributed to the construction of the existing Fifth Street Overhead. The Project funding is contemplated to come from state and local sources. Therefore BNSF will be required to contribute to the cost of construction of the Project excluding the cost for constructing the On and Off Ramps and Retaining Walls, pursuant to Section 1202.5 (d) of the Public Utilities Code. The Project's cost is estimated to be $23,067,771, hereinafter referred to as **"Estimated Cost"**.

7. BNSF's share of the Estimated Cost, hereinafter referred to as **"BNSF's Share"**, shall be a Fixed Not To Exceed Amount of $1,245,657. BNSF's Share has been determined to be 10% of the calculated amount of the Project that is apportioned to BNSF being 54% of the Estimated Cost in the amount of $12,456,569. The 54 % portion of the Project apportioned to BNSF is a pro-ration of the Project's total length compared to distance for that portion of the Project between J Street and BNSF easterly line of BNSF's Rail Corridor.

8. That BNSF will make payment in full of BNSF's Share upon receipt of a detailed invoice of the Project's final costs, together with written advice of the Project's date of completion as provided for hereinabove in Article III Section 12 with the date of BNSF's payment conditioned upon SANBAG furnishing BNSF sufficient advanced notification of the Project's completion date and a current estimate of the Project's final cost to enable BNSF to include BNSF's estimated Share in a subsequent Budget Year. BNSF's cut off date for its next years Capital Budget is August 31st.

9. SANBAG agrees to furnish BNSF's Manager Public Projects monthly Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the Project's estimated completion date for BNSF's use in budgeting BNSF's Share.

10. Notwithstanding the provisions of Sections 6 and 7 of this Article V, which contemplate the use of non Federal-aid funds for construction of the Project, if any Federal funds are used by SANBAG to finance the Project, BNSF will not be required to contribute to the Project's cost pursuant to the Federal Aid Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1.

11. Pursuant to this section and Article II, Section 6 herein, SANBAG must, out of funds made available to it for the construction of the Project, reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement.

12. All expenses detailed in statements sent to SANBAG pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

13. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

14. Subject to the restrictions imposed by Article V, Section 13 above, the construction of the Project will not commence until SANBAG gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number 026114M. and must state the time that construction activities will begin.

15. Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG must provide BNSF with a complete electronic set of the bridge plans with the railroad clearances (prepared in **English Units).** BNSF will also accept a marked up paper copy of the bridge plans labeled **"As Built"**.

The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

16 BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be divided between BNSF and STATE in such shares as may be mutually agreed to by the parties hereto. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

17. STATE may, at STATE's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's rail corridor to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

18. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

19. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

20. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

21. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

22. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

23. The aforesaid Agreement between the STATE and Santa Fe hereto dated January 10, 1951, providing for the construction and maintenance of the original Fifth Street Overhead (BNSF Contract No. 54360) shall terminate on the completion date of the Project as provided for in Article III, Section 12 of

this Agreement. Such termination shall not release any party thereto from any liability or obligation thereunder, resulting from any act, omission or event happening prior to the date of termination or thereafter, in the event the terms of said agreement provide that anything shall or may be done after termination thereof.

24. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, STATE and SANBAG with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

25. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company:	BNSF's Manager of Public Projects 740 E. Carnegie Drive San Bernardino, CA. 92408
SANBAG:	San Bernardino Associated Governments 1170 W. 3rd Street, 2nd. Floor San Bernardino, CA 92410 Attn. Director of Freeway Construction
STATE:	Department of Transportation Division of Right of Way – Railroad Agreements 1120 N. Street, MS 37 Sacramento, CA. 95814

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____
Printed Name: Greg Fox
Title: Vice President Engineering

WITNESS:

_____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Printed Name: Dennis Hansberger
Title: President - Board of Directors

APPROVED AS TO FORM:

_____
Jean-Rene Basle
SANBAG Counsel

STATE OF CALIFORNIA, acting by and through its Department of Transportation

By: _____
Printed Name: _____
Title: Chief, Office of Project Delivery
Division of Right of Way

_____
Attorney
Department of Transportation

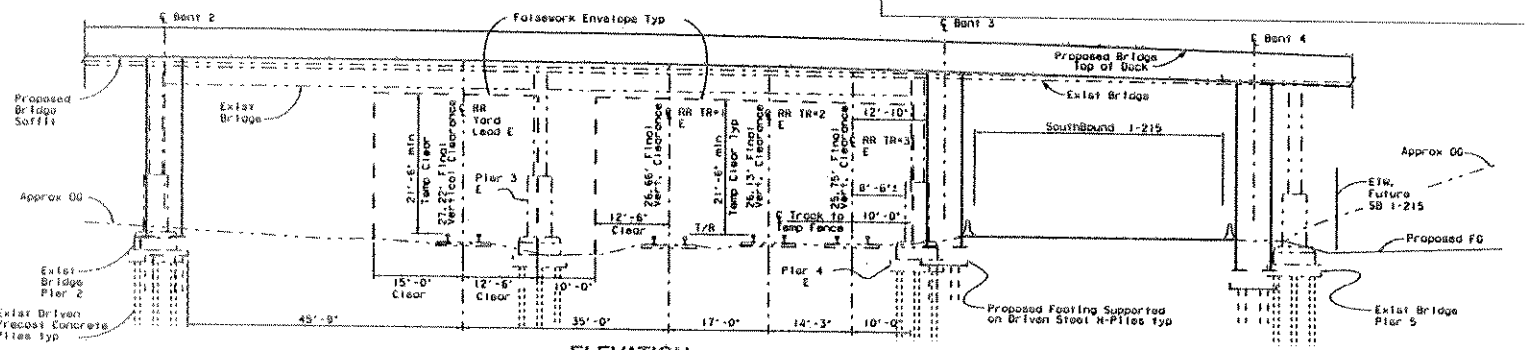
_____
Approval Recommended
Department of Transportation

Fifth St. Overhead

EXHIBIT "A"
ATTACHED TO A CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
STATE OF CALIFORNIA
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

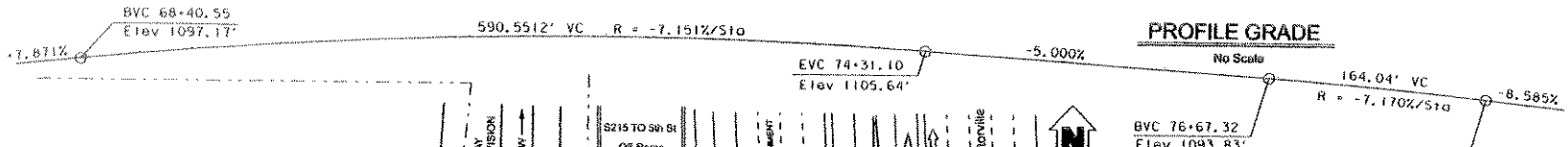
FORT WORTH, TEXAS
SCALE: AS NOTED
SOUTHERN CALIFORNIA DIVISION
CAJON SUBDIVISION

GREG FOX
VICE PRES. AND CHIEF ENGINEER
DESCRIPTION APPROVED

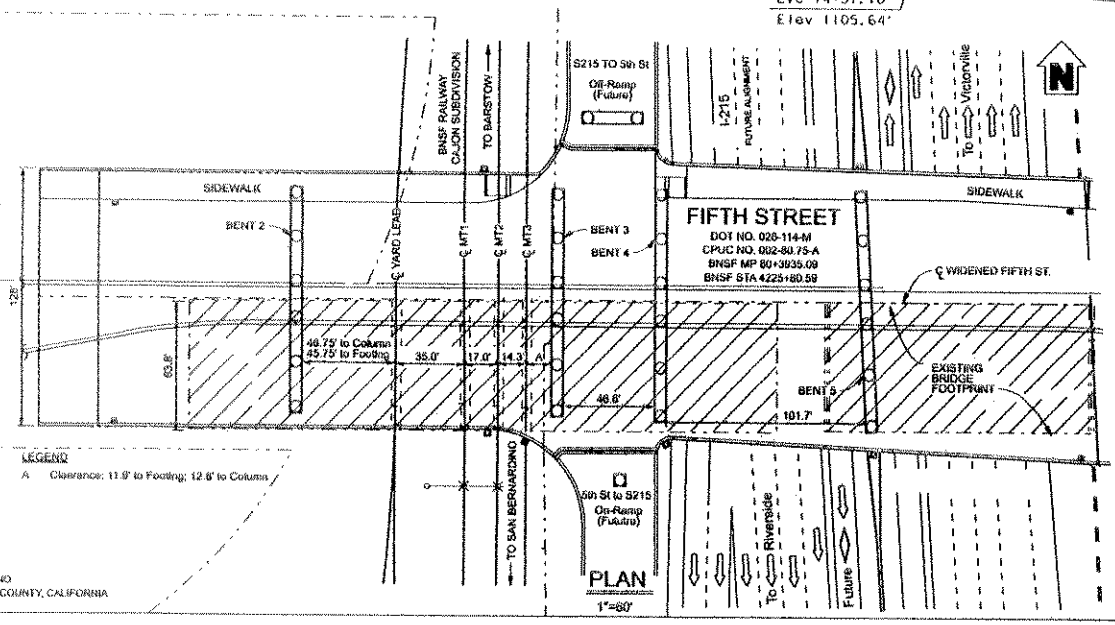


ELEVATION
1"=20'

LEGEND
E Existing

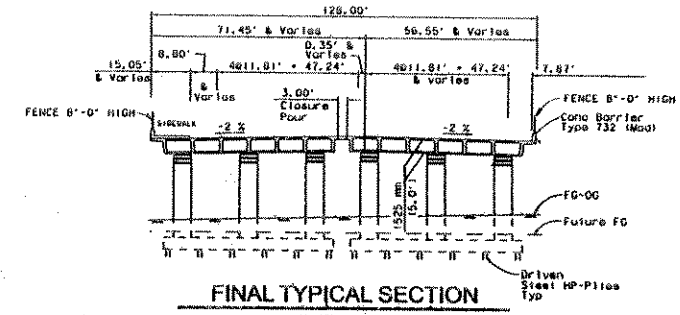


PROFILE GRADE
No Scale



LEGEND
A Clearance: 11.9' to Footing; 12.6' to Column

PLAN
1"=80'



FINAL TYPICAL SECTION
1"=40'

DESCRIPTION

REPLACE EXISTING FIFTH STREET OVERPASS WITH A NEW, WIDER STRUCTURE
PROVIDE NEW ON- AND OFF RAMPS

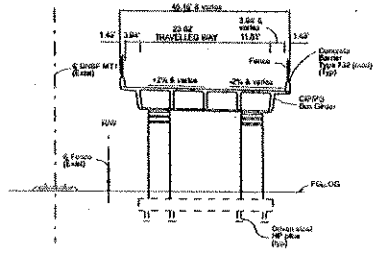
AT SAN BERNARDINO
SAN BERNARDINO COUNTY, CALIFORNIA

EXHIBIT "A" Sheet 1 of 2

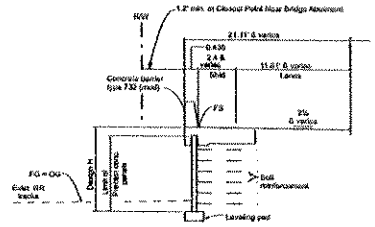
FORT WORTH, TEXAS
SCALE: AS NOTED
SOUTHERN CALIFORNIA DIVISION
CAJON SUBDIVISION

EXHIBIT "A"
ATTACHED TO A CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
STATE OF CALIFORNIA
AND
SAN BERNARDINO ASSOCIATED GOVERNMENTS

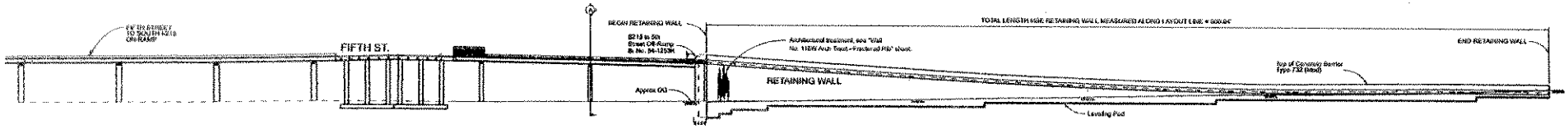
GREG FOX
VICE PRES. AND CHIEF ENGINEER
DESCRIPTION APPROVED



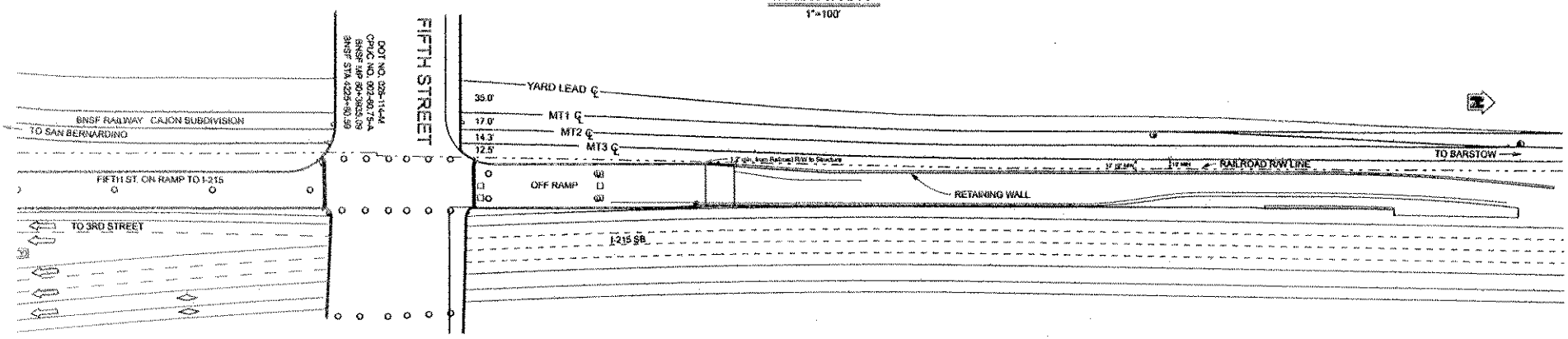
Ⓐ OFF-RAMP BRIDGE SECTION
NOT TO SCALE



MSE RETAINING WALL TYPICAL SECTION
NOT TO SCALE



ELEVATION
1"=100'



PLAN
1"=100'

DESCRIPTION

REPLACE EXISTING FIFTH STREET OVERPASS WITH A NEW, WIDER STRUCTURE
PROVIDE NEW ON- AND OFF RAMPS

AT SAN BERNARDINO
SAN BERNARDINO COUNTY, CALIFORNIA

EXHIBIT "A" Sheet 2 of 2

Form Approved by VP-Law

EXHIBIT B

TEMPORARY CONSTRUCTION LICENSE
(Fifth Street Overhead)

THIS TEMPORARY CONSTRUCTION LICENSE FOR the construction and maintenance of the new Fifth Street Overhead ("Temporary Construction License") is made and entered into as of the ____ day of _____ 2006 ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor"), and the STATE OF CALIFORNIA, acting through the Department of Transportation a ("Licensee").

A. Licensor owns or controls certain real property situated at or near the vicinity of San Bernardino, County of San Bernardino, State of California, at Mile Post 80+3935.09, Line Segment 7200-6, [Project # Fifth Street Overhead], as described or depicted on Exhibit "A-1" attached hereto and made a part hereof (the "Premises").

B. Licensor and Licensee have entered into that certain Overhead Agreement dated as of _____ concerning improvements on or near the Premises (the "Overhead Agreement").

C. Licensee has requested that Licensor grant to Licensee a temporary non-exclusive license over the Premises in connection with the construction of the Fifth Street Overhead as defined in the Overhead Agreement.

D. Licensor has agreed to grant Licensee such license, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of License.

1.1 License Purpose. Licensee shall use the Premises for such purposes as are necessary and incidental to the construction of the Fifth Street Overhead as is set forth in the Overhead Agreement.

1.2 Grant. Licensor does hereby grant unto Licensee a temporary non-exclusive license ("License") over the Premises for the License Purpose and for no other purpose. The License is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "Laws"). Licensee may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the Overhead Agreement.

1.3 Reservations by Licensor. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission

or authority from Licensor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "Lines") upon, over, under or across the Premises;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

(c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all reasonable efforts to avoid material interference with the use of the Premises by Licensee for the License Purpose.

Section 2 **Term of License**. The term of the Temporary Construction License shall be for a period of four (4) years or completion of the project, whichever occurs first..

Section 3 **No Warranty of Any Conditions of the Premises.** Licensee acknowledges that Licensor has made no representation whatsoever to Licensee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Licensor's ownership interest in the Premises. Licensee has not relied on any statement or declaration of Licensor, oral or in writing, as an inducement to entering into this Temporary Construction License, other than as set forth herein. LICENSOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO LICENSEE OR ANY OF LICENSEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. LICENSEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS TEMPORARY CONSTRUCTION LICENSE IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON LICENSOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Licensee has inspected or will inspect the Premises, and enters upon Licensor's rail corridor and property with knowledge of its physical condition and the danger inherent in Licensor's rail operations on or near the Premises. Licensee acknowledges that this Temporary Construction License does not contain any implied warranties that Licensee or Licensee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Licensor's Interest in the Premises.** LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder.

Section 5 **Improvements.** Licensee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills,

excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Licensor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Licensor, the Licensee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Licensor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Licensee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"), Licensee will be responsible at Licensee's sole risk to locate and make any adjustments necessary to such Other Improvements. Licensee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Licensee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Licensee must also use all reasonable methods when working on or near Licensor's property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist.

Section 6 **Taxes**. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements. In the event of Licensee's failure to do so, if Licensor shall become obligated to do so, Licensee shall be liable for all costs, expenses and judgments to or against Licensor, including all of Licensor's legal fees and expenses.

Section 8 **Default and Termination**.

8.1 Licensor's Performance Rights. If at any time Licensee, or Licensee's Contractors, fails to properly perform its obligations under this Temporary Construction License, Licensor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Licensee's sole cost, may arrange for the performance of such work as Licensor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Licensor, or anyone or anything present on the rail corridor or property with the authority or permission of Licensor. Licensee shall promptly reimburse Licensor for all costs of work performed on Licensee's behalf upon receipt of an invoice for such costs. Licensor's failure to perform any obligations of Licensee or Licensee's Contractors shall not alter the liability allocation set forth in this Temporary Construction License.

8.2 Effect of Termination or Expiration. Neither termination nor expiration will release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by Section 9.

8.3 Non-exclusive Remedies. The remedies set forth in this Section 8 shall be in addition to, and not in limitation of, any other remedies that Licensor may have under the Overhead Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 If said described premises, or any part thereof, shall at any time cease to be used by said Licensee, or by the public, for the purpose, as aforesaid for a period of two (2) consecutive years, or should they be converted to any other use whatsoever, or should the Licensee fail to perform any of the conditions herein expressed, then upon written request by the Licensor, Licensee shall

immediately request abandonment in accordance with the applicable statutes or laws of the State of California, and, subject to appropriations being made for the purpose by the California Transportation Commission, Licensee shall restore Premises to their prior condition.

Section 10 **Liens**. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises or attributable to Taxes that are the responsibility of Licensee pursuant to Section 6. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 10 or any other section of this Temporary Construction License.

Section 11 **Tax Exchange**. Licensor reserves the right to assign this Temporary Construction License to Apex Property & Track Exchange, Inc. ("Apex"). Apex is a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Licensor shall bear all expenses associated with the use of Apex, or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Licensee from and against any and all reasonable and necessary additional costs, expenses, including, attorneys fees, and liabilities which Licensee may incur as a result of Licensor's use of Apex or the qualification of this transaction as a tax-deferred transaction pursuant to Section 1031. Licensee shall cooperate with Licensor with respect to this tax-deferred exchange, and upon Licensor's request, shall execute such documents as may be required to effect this tax-deferred exchange.

Section 12 **Notices**. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the Overhead Agreement. Notices to Licensor under this License shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Licensor may from time to time direct by notice to Licensee.

Section 13 **Recordation**. It is understood and agreed that this Temporary Construction License shall not be recorded.

Section 14 **Miscellaneous**.

14.1 All questions concerning the interpretation or application of provisions of this Temporary Construction License shall be decided according to the substantive laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Temporary Construction License, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Temporary Construction License is held to be illegal,

invalid or unenforceable under present or future Laws, such provision will be fully severable and this Temporary Construction License will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Temporary Construction License a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Temporary Construction License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Temporary Construction License.

14.7 The terms of the Overhead Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this License.

Witness the execution of this Temporary Construction License as of the date first set forth above.

LICENSOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

LICENSEE:

STATE OF CALIFORNIA,

By: _____
Name: _____
Title: _____

EXHIBIT "A-1"

(LEGAL DESCIPTION)

EXHIBIT A-1

08-SBd-21 5-11.56 (KP)
#20017-4

Parcel 2001 7-4

A temporary easement for construction purposes and incidents thereto, over, under and across that portion of Lot 18 of Block 16 and those certain streets as shown by the Map of the Survey of San Bernardino Rancho, filed in Book 7, pages 2a and 2, commonly known as Fifth and "I" Street, 25.146 meters (82.50 feet) wide, in the city of San Bernardino, county of San Bernardino, state of California, described as follows:

BEGINNING at the intersection of the easterly line of Parcel "A" as described by the Director's Deed to The Atchison, Topeka, and Santa Fe Railway Company, recorded November 25, 1959 in Book 4991, page 71 of Official Records of said County, with a line parallel with and distant southerly, 3.768 meters (45.179 feet) measured at right angles from the centerline of said Fifth Street; thence; Course "A", along said parallel line South 89°35'54" West, 39.148 meters (128.44 feet) to a point on the easterly line of Parcel "A" as described by the Grant Deed to the State of California recorded May 29, 1950 in Book 2582, page 335, of Official Records of said County, said point being on a non tangent curve concave northwesterly having a radius of 74.373 meters (244.00 feet) a radial line to said point bears, South 61°03'04" East; thence southwesterly, along said non-tangent curve also being said easterly line, 43.991 meters (144.33 feet) through a central angle of 33°53'24" to a line parallel with and distant southerly 25.953 meters (98.27 feet) measured at right angles from said Course "A"; thence along said parallel line North 89°35'54" East, 70.827 meters (232.37 feet) to the easterly line of Parcel "A" of said Director's Deed, the following two (2) courses are along said easterly line; thence North 0°26'05" West, 7.748 meters (25.42 feet); thence North 1°15'59" West, 22.208 meters (72.86 feet) to the POINT OF BEGINNING.

08-SBd-215-11.56 (KP)
#20017-5

Parcel 20017-5

A temporary easement for construction purposes and incidents thereto, over, under and across that portion of those certain streets as shown by the Map of the Survey of San Bernardino Rancho, filed in Book 7, pages 2a and 2, commonly known as Spruce and "I" Street, 25.146 meters (82.50 feet) wide, in the city of San Bernardino, county of San Bernardino, state of California, described as follows:

COMMENCING at the intersection of the easterly line of Parcel "B" as described by the Director's Deed to The Atchison, Topeka, and Santa Fe Railway Company, recorded November 25, 1959 in Book 4991, page 71 of Official Records of said County, with a line parallel with and distant northerly 53.413 meters (175.24 feet) measured at right angles from the centerline of Fifth Street as shown by said Map of the Survey of San Bernardino

Rancho; thence along said easterly line North 0°37'18" East, 25.785 meters (84.60 feet) to the POINT OF BEGINNING; thence North 88°22'42" west, 0.718 meters (2.36 feet); thence North 01°36'39 East, 41.618 meters (136.54 feet) to the easterly line of Parcel "B", the following course is along said easterly line; thence South 0°37'18" West, 41.624 meters (136.56 feet) to the POINT OF BEGINNING.

08-SBd-21 5-11.56 (KP)
#20017-6

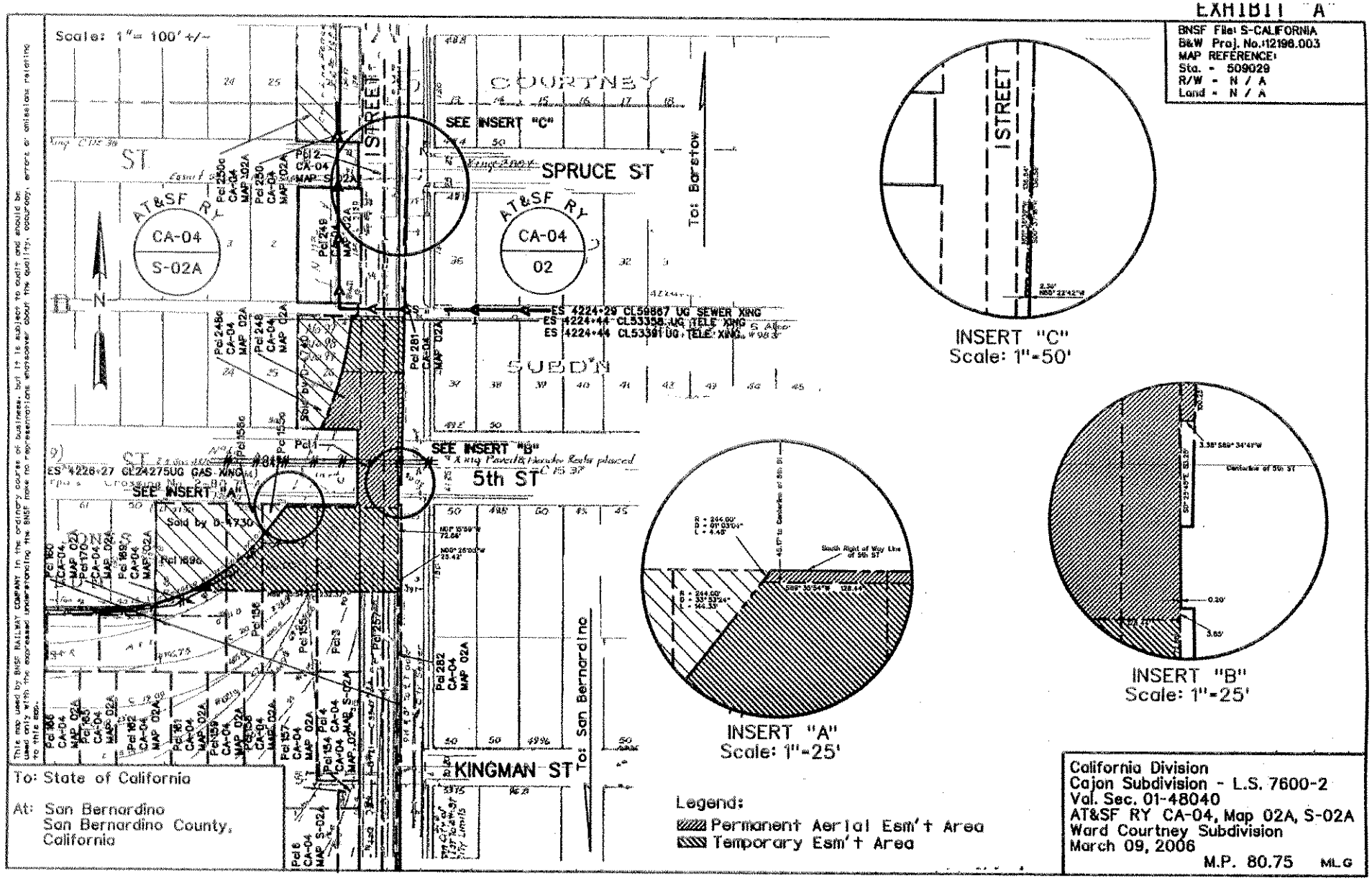
Parcel 20017-6

A temporary easement for construction purposes and incidents thereto, over, under and across that portion of that certain street as shown by the Map of the Survey of San Bernardino Rancho, filed in Book 7, pages 2a and 2, commonly known as "I" Street, 25.146 meters (82.50 feet) wide, and that portion of Lot 26 of Block "B" of the Waters and Burts Subdivision, filed in Book 4, page 42, in the city of San Bernardino, countyof
San Bernardino, state of California, described as follows:

BEGINNING at the intersection of the easterly line of Parcel "B" as described by the Director's Deed to The Atchison, Topeka, and Santa Fe Railway Company, recorded November 25, 1959 in Book 4991, page 71 of Official Records of said County, with a line parallel with and distant northerly 34.186 meters (112.16 feet) measured at right angles from the centerline of Fifth Street as shown by said Map of the Survey of San Bernardino Rancho; thence along said parallel line South 89°35'54" West, 21.342 meters (70.02 feet) to a point on the easterly line of Parcel "B" as described by the Grant Deed to the State of California recorded May 29, 1950 in Book 2582, page 335, of Official Records of said County, said point being on a non tangent curve concave northwesterly having a radius of 116.685 meters (382.82 feet) a radial line to said point bears, South 77°07'27" East; thence northeasterly along said non-tangent curve and said easterly line, 19.463 meters (63.85 feet) through a central angle of 9°33'24" to the northerly line of said Parcel "B"; thence along the easterly prolongation of said northerly line, North 89°35'54" East 18.813 meters (61.72 feet) to the easterly line of Parcel "B" of said Director's Deed, the following course is along said easterly line; thence South 0°37'18" West, 19.230 meters (63.09 feet) to the POINT OF BEGINNING.

EXHIBIT "A"

BNSF File: S-CALIFORNIA
B&W Proj. No.:12198.003
MAP REFERENCE:
Sta. - 509029
R/W - N / A
Land - N / A



This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

EXHIBIT B-1

WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO: **SPACE ABOVE THIS LINE FOR RECORDER'S USE**

DOCUMENTARY TRANSFER TAX $ _____ _____
...Computed on the consideration or value of Property conveyed, OR
...Computed on the consideration or value less liens or encumbrances remaining at time of sale.

_____
Signature of Declarant or Agent determining Tax - Firm Name

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **BNSF RAILWAY COMPANY**, (formerly known as The Burlington Northern and Santa Fe Railway Company and successor by merger to The Atchison, Topeka and Santa Fe Railway Company) a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, Grantor, for _____ and No/100 Dollars **($.00)** to it paid by **STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION** , Grantee, and the promises of the Grantee hereinafter specified, does hereby grant unto the Grantee, subject to the terms and conditions hereinafter set forth, an **EASEMENT** for the purpose of constructing, reconstructing, maintaining and operating an overhead Structure and for no other purpose, located at Railroad Mile Post 80.75, Line Segment 7600-2, hereinafter called Structure, over, upon and across the premises, situated in the City of San Bernardino, County of San Bernardino, State of California, being more particularly described on Exhibit "A-2", attached hereto and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information, pipelines, utility lines, track and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said Structure, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said Structure.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Structure shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Structure purposes.

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Structure on said premises.

5. If, during the term of this Easement, Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which are caused or which may be caused by reason of the uses authorized by such easement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the premises. To the extent permitted by California Government Code Section 14662.5, Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of such release or violation.

6. Grantor and Grantee have entered into that certain Overhead Agreement dated as of _____ concerning the Premises (the "Overhead Agreement"). The terms of the Overhead Agreement, as may be amended from time to time, are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the Overhead Agreement is, for whatever reason, no longer in effect.

7. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

8. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at **(800) 533-2891** (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.

9. If said described premises, or any part thereof, shall at any time voluntarily cease to be used by said Grantee, or by the public, for the purpose, as aforesaid for a period of two (2) consecutive years, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed after notice and a reasonable opportunity to cure, then upon written request by the Grantor, Grantee shall immediately request abandonment in accordance with the applicable statutes or laws of the State of California, and, subject to appropriations being made for the purpose by the California Transportation Commission, Grantee shall, remove said structure and restore Railroad's premises to the condition existing prior to construction of said structure.

10. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

11. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said **BNSF RAILWAY COMPANY** has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the _____ day of _____, 2006.

BNSF RAILWAY COMPANY

By: _____
David P. Schneider
General Director-
Land Revenue Management

ATTEST:

By: _____
Patricia Zbichorski
Assistant Secretary

Form 0105 Rev. 10/04

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this _____ day of _____, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David P. Schneider and Patricia Zbichorski, known to me to be General Director-Land Revenue Management and Assistant Secretary, respectively, of the corporation that executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

_____
Notary's Signature

My Commission Expires: _____

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the Recording thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2006

_____
Director of Transportation

FORM APPROVED BY LAW

Form 0105 Rev. 10/04

EXHIBIT A-2

08-SBd-215-11.56 (KP)
#20017-3

Parcel 2001 7-3

An Aerial easement for freeway purposes, an easement and right of way to construct, replace, inspect, maintain, repair, operate or remove an overhead freeway bridge and highway, supporting columns and footings. including any and all appurtenances thereto, over, under, upon and across the following described real property, together with all abutter's rights of access to and from owner's remaining property to the freeway viaduct: upon, over and across those portions of Lot 18 of Block 16 and those certain streets as shown by the Map of the Survey of San Bernardino Rancho, filed in Book 7, pages 2a, and 2, commonly known as Fifth and "I" Streets, 25.146 meters (82.50 feet) wide, and that portion of Lot 26 of Block "B" of the Waters and Burts Subdivision, filed in Book 4, page 42, in the city of San Bernardino, county of San Bernardino, state of California, described as follows:

BEGINNING at the intersection of the easterly boundary line of Parcel "A" as described by the Director's Deed to The Atchison, Topeka, and Santa Fe Railway Company, recorded November 25, 1959 in Book 4991, page 71 of Official Records of said County, with a line parallel with and distant southerly 13.768 meters (45.17 feet) measured at right angles from the centerline of said Fifth Street; thence along said parallel line South 89°35'54" West, 39.148 meters (128.44 feet) to a point on the easterly line of Parcel "A" as described by the Grant Deed to the State of California recorded May 29, 1950 in Book 2582, page 335, of Official Records or said County, said point being on a non tangent curve concave northwesterly having a radius of 74.373 meters (244.00 feet) a radial line to said point bears, South 61°03'04" East; thence northeasterly, along said non-tangent curve also being said easterly line, 1.364 meters (4.48 feet) through a central angle of 1°03'04" to the south line of said Fifth Street and the easterly line of said Parcel "A"; thence North 23°54'45" East, 27.594 meters (90.53 feet), to a point on the north line of said Fifth street and the easterly line of Parcel "B" of said Grant Deed, said point being on a non-tangent curve concave northwesterly having a radius of 116.685 meters (382.82 feet) a radial line to said point bears South 65°53'21" East; thence northeasterly, along said non-tangent curve also being the easterly line of said Parcel "B", 22.881 meters (75.07 feet) through a central angle of 11°14'07" to a line parallel with and 34.186 meters (112.16 feet) northerly measured at right angles from the centerline of said Fifth street; thence along said parallel line, North 89°35'54" East, 21.342 meters (70.02 feet) to the State Freeway Right of Way being the easterly line of Parcel "B", as described in said Director's Deed, the following five (5) courses are along said Right of Way; thence South 0°37'18" West, 30.555 meters (100.25 feet); thence South 89°34'41" West, 1.029 meters (3.38 feet); thence South 0°25'45' East, 16.231 meters (53.25 feet); thence South 89°34'29" West, 0.062 meters (0.20 feet); thence South 1°15'59" East, 1.173 meters (3.85 feet) to the POINT OF BEGINNING.

EXHIBIT "C"
CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of Fifth Street Overhead.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1".

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations.

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify the (Agency) at _____ and Railway's Manager Public Projects, telephone number (909) 386-4472 at least thirty (30) calendar days before commencing any work on Railway Property. Contractors notification to Railway, must refer to Railroad's file 026114M.

- **1.01.07** For any falsework above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 ½ horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's General Manager Michael Shircliff at telephone 909) 386 4150 Fax 909 386 4111 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
  - 10' 0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 12'-10"' Horizontally from centerline of nearest track
  - 25'-0" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency)_____ and must not be undertaken until approved in writing by the Railway, and until the (Agency)_____ has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency)_____ for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by

the Contractor. The temporary crossing for use of the Contractor will be at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- 1.04.01 Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.contractororientation.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Protection of Railway Facilities and Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone 909 386 4061) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects

or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

- **1.05.03c** The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the (Agency)_____. The estimated cost for one (1) flagger is $600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

- **1.05.03d** The average train traffic on this route is 94 freight trains per 24-hour period at a timetable speed of 30 MPH and 2 passenger trains at a timetable speed of 30 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.**

- **1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing <u>must</u> include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).**

- **1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.**

- **1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.**

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource

Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.contractororientation.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visability work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Project Engineer (909 386 4079).** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- 1.07.02 The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- 1.09.01 The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time:
   County: _____ 3. Temperature: _____ 4. Weather
   (if non-Railway location)

5. Social Security #

6. Name (last, first, mi)

7. Address: Street: _____ City: _____ St._____ Zip:

8. Date of Birth: _____ and/or Age _____ Gender:
   (if available)

9. (a) Injury: _____ (b) Body Part:
   (i.e. (a) Laceration (b) Hand)

11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
    ? First Aid Only
    ? Required Medical Treatment
    ? Other Medical Treatment

13. Dr. Name _____ 30. Date:

14. Dr. Address:
    Street: _____ City: _____ St: _____ Zip:

15. Hospital Name:

16. Hospital Address:
    Street: _____ City: _____ St: _____ Zip:

17. Diagnosis:

FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX 909 386 4843

LAW DEPARTMENT APPROVED

OVERHEAD EXHIBIT "C-1"

Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: 026114M
Agency Project: Fifth St. Overhead

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 200_, with **SAN BERNARDINO ASSOCIATED GOVERNMENTS** for the performance of certain work in connection with the following project: demolish and reconstruct the Fifth Street Overhead, in San Bernardino, CA. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **SAN BERNARDINO ASSOCIATED GOVERNMENTS** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- It is agreed that any workers' compensation exclusion does not apply to ***Railroad*** payments related to the Federal Employers Liability Act or a ***Railroad*** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- California's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

D. Railroad Protective Liability insurance naming only the ***Railroad*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railroad*** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against ***Railroad*** for all claims and suits against ***Railroad***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railroad*** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railroad*** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by ***Railroad***. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and ***Railroad*** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming ***Railroad*** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of ***Railroad***. If granted by ***Railroad***, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all ***Railroad*** liabilities that would otherwise, in accordance with the provisions of this ***Agreement***, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to ***Railroad*** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify ***Railroad*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from ***Railroad***, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RAILWAY COMPANY
Risk Management
2400 Western Center Blvd.
Fort Worth, TX 76131

Any insurance policy must be written by a reputable insurance company acceptable to ***Railroad*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this ***Agreement*** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this ***Agreement***. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.
Not more frequently than once every five years, ***Railroad*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming ***Railroad*** as an additional insured, and requiring that the subcontractor release, defend and indemnify ***Railroad*** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify ***Railroad*** herein.

Failure to provide evidence as required by this section will entitle, but not require, ***Railroad*** to terminate this ***Agreement*** immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this ***Agreement***. Damages recoverable by ***Railroad*** will not be limited by the amount of the required insurance coverage.

For purposes of this section, ***Railroad*** means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with the provisions, obligations, requirements and limitations contained in the Contract and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as $50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative 909 386 4079 eight (8) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

_____
(Contractor)

By:_____
Printed Name:_____
Title: _____

Contact Person:_____
Address_____
_____
City:_____State:___Zip:___
Fax: _____
Phone: _____
E-mail: _____

BNSF Railway Company

By:_____
Name: _____
Manager Public Projects

Accepted and effective this _____day of 20__.

EXHIBIT D

RECAPITULATION

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG
FOR RECONSTRUCTION OF THE FIFTH STREET OVERPASS

PLAN ITEM: 000099998	$26,388
PLAN ITEM: 000106826	$659,844
PLAN ITEM: 000106827	$103,499
TOTAL ESTIMATED COST BNSF WORK	$789,731

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:-SAN BERNARDINO DETAILS OF ESTIMATE PLAN ITEM: 000099998 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
ADJUST 60 T.F. SECTION OF 3RD M.T. IN CONNECTION WITH THE WIDENING OF 215 FWY/5TH STREET BRIDGE AT SAN BERNARDINO BETWEEN M.P. 80.75 AND M.P. 80.77, CAJON SUBDIVISON, CALIFORNIA DIVISION.
REVISED 10/17/05 PER GREG ROUSSEAU. MOVED PLAN FROM 2005 TO 2006 AND INCREASE CONTINGENCY DUE TO ADDITIONAL COLUMN REMOVAL NOT INCLUDED IN ORIGINAL ESTIMATE

100% BILLABLE TO SAN BERNARDINO ASSOCIATED GOVERNMENTS
"MAINTAIN PROPRIETARY CONFIDENTIALITY" AND,

"THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS.
PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS." AND,

"THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD"

RFA NO. 96-001-06 AUTHORITY NO. 7-XXXX-06.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
ADJUST TRACK PANELS	52.80	MH	1,069	
FLAGGING - OTHER R.O.W.- OPER	64.00	MH	1,217	
PLACE FIELD WELDS - CAP	69.76	MH	1,534	
REPLACE SIGNAL BONDING - OPER	10.00	MH	275	
SURFACE TRACK - REPLACEMENT - OPER	8.72	MH	191	
PAYROLL ASSOCIATED COSTS			3,455	
EQUIPMENT EXPENSES			1,070	
DA LABOR OVERHEADS			3,856	
PERDIEM EXPENSES			52	
INSURANCE EXPENSES			673	
TOTAL LABOR COST			13,392	13,392
**********				
MATERIAL				
**********				
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	4.00	KT	212	
BALLAST, TRUCKED HAULED	100.00	NT	2,000	
SIGNAL BONDING MATERIAL	1.00	DAY	150	
MATERIAL HANDLING			117	
ONLINE TRANSPORTATION			924	
USE TAX			204	
OFFLINE TRANSPORTATION			3	
TOTAL MATERIAL COST			3,610	3,610
**********				
OTHER				
**********				
4-966B LOADERS W/ OPERATOR	1.00	DAY	8,000	
TOTAL OTHER ITEMS COST			8,000	8,000
PROJECT SUBTOTAL				25,002
CONTINGENCIES				1,254
BILL PREPARATION FEE				132
GROSS PROJECT COST				26,388

LESS COST PAID BY BNSF	0
TOTAL BILLABLE COST	26,388

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- FIFTH ST TO SEVENTH ST DETAILS OF ESTIMATE PLAN ITEM: 000106826 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
100% BILLABLE TO SAN BERNARDINO ASSOCIATED GOVERNMENTS
FLAGGING AND INSPECTION ESTIMATE FOR SANBAG WIDENING OF FREEWAY OVERPASS AT 5TH ST SAN BERNARDINO

"MAINTAIN PROPRIETARY CONFIDENTIALITY" AND,

"THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS." AND,
"THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD"
RFA NO. 96-001-06 AUTHORITY NO. 7-XXXX-06

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $	
**********					
LABOR					
**********					
FLAGGING - BRIDGE - CAP	3600.00	MH	73.458		
FLAGGING - BRIDGE - CAP	3960.00	MH	83.475		
PAYROLL ASSOCIATED COSTS			126.597		
EQUIPMENT EXPENSES			39.295		
DA LABOR OVERHEADS			141.301		
INSURANCE EXPENSES			24.748		
TOTAL LABOR COST				488.874	488.874
**********					
MATERIAL					
**********					
TOTAL MATERIAL COST				0	0
**********					
OTHER					
**********					
CONTRACT INSPECTION/PROJECT COORDINATION	360.00	DAY	108.000		
TOTAL OTHER ITEMS COST			108.000	108.000	
PROJECT SUBTOTAL				596.874	
CONTINGENCIES				59.687	
BILL PREPARATION FEE				3.283	
GROSS PROJECT COST				659.844	
LESS COST PAID BY BNSF				0	
TOTAL BILLABLE COST				659.844	

EXHIBIT D

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
SANBAG

LOCATION:- FIFTH ST TO SEVENTH ST DETAILS OF ESTIMATE PLAN ITEM: 000106827 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION
100% BILLABLE TO SAN BERNARDINO ASSOCIATED GOVERNMENTS
FLAGGING AND INSPECTION ESTIMATE FOR CALTRANS CONSTRUCTION OF RETAINING WALL TO SUPPORT
"MAINTAIN PROPRIETARY CONFIDENTIALITY" AND,

"THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS. PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS." AND,
"THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD"
RFA NO. 96-001-06 AUTHORITY NO. 7-XXXX-06

DESCRIPTION	QUANTITY	U/M	COST	TOTAL $
**********				
LABOR				
**********				
FLAGGING - BRIDGE - CAP	990.00	MH	21,387	
PAYROLL ASSOCIATED COSTS			17,252	
EQUIPMENT EXPENSES			5,355	
DA LABOR OVERHEADS			19,256	
INSURANCE EXPENSES			3,372	
TOTAL LABOR COST			66,622	66,622
**********				
MATERIAL				
**********				
TOTAL MATERIAL COST			0	0
**********				
OTHER				
**********				
CONTRACT INSPECTION/PROJECT COORDINATION	90.00	DAY	27,000	
TOTAL OTHER ITEMS COST			27,000	27,000
PROJECT SUBTOTAL				93,622
CONTINGENCIES				9,362
BILL PREPARATION FEE				515
GROSS PROJECT COST				103,499
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST			103,499	

Form Approved by VP-Law

Exhibit E

[Public Projects Manager's letterhead]

Date: _____

Director of Freeway Construction
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by _____ **[insert name of architecture or engineering firm here] (hereinafter called, the "Plans and Specifications")**

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of Fifth Street Overhead. This final written approval is given to SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG") pursuant to Article III, Section 1 of that certain Overpass Agreement between BNSF and SANBAG, dated _____, 200___. If the Plans and Specifications are revised by SANBAG subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and SANBAG must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

_____[Public Projects Manager's Name]

Exhibit F

BNSF Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. SANBAG shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 10 feet measured horizontally from the centerline of the nearest track and 21 feet-6inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, SANBAG will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane. The general policy of the Burlington Northern and Santa Fe (BNSF) with regard to bridge and related crash wall construction is to follow the current recommendations of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Current AREMA recommended practice in Manual for Railway Engineering Chapter 8 (Art. 2.1.5.1). Crash Walls will not be required for the construction of the Fifth Street Overhead Project, U.S. D.O.T. No. 26114M, as provided for in Article I of this Agreement.

For the permanent Structure, SANBAG will submit plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

Prior to issuing any invitation to bid on construction of the Structure, SANBAG should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF's railroad corridor or property, SANBAG should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. SANBAG shall reimburse BNSF for all costs of supplemental inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG will provide BNSF with a complete electronic set of the bridge plans. BNSF will also accept a marked up paper copy of the bridge plans labeled "As Built". The marked up paper copy of the plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of the bridge plans will be submitted in Micro Station *.dgn

electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

BRIDGE MAINTENANCE:

STATE will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF's rail corridor and incorporated into the Project shall be designed and maintained by SANBAG. Trespasser control shall be the responsibility of SANBAG. STATE will arrange for removal of graffiti from the Structure.

BRIDGE INSPECTION:

STATE will conduct annual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, STATE will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary STATE will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

BRIDGE ALTERATIONS:

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design

It is expressly understood by STATE that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings. Under no circumstances will utilities be allowed to hang from the Structure, unless approved by BNSF. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities.

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 17

Date: July 5, 2006

Subject: Cooperative Agreement No. 06-036 Amendment No. 2 with City of Yucaipa for the construction of the Live Oak Canyon/Interstate 10 Freeway Interchange Project, and Cooperative Agreement C07020 with Caltrans for construction of the Live Oak Canyon/Interstate 10 Interchange Project.

Recommendation:* 1. Approve Amendment No. 2 to Cooperative Agreement No. 06-036 with the City of Yucaipa for the Live Oak Canyon/Interstate 10 Freeway Interchange Project to provide additional construction funding in the amount of $5,371,000 from the city of Yucaipa to supplement TCRP construction funding.

2. Approve Cooperative Agreement C07020 with Caltrans for the Reconstruction of Live Oak Canyon/interstate 10 Freeway Interchange Project.

Background: **Multiple actions to continue project development activities and proceed with construction for the Live Oak Canyon/Interstate 10 Freeway Interchange.** As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928, SANBAG was the designated recipient of $11 million for the Live Oak Canyon/Interstate Freeway Interchange in the city of Yucaipa. Cooperative Agreement No. 06-036 was approved by the SANBAG Board of Directors in December 2005 which defined the responsibilities of SANBAG and the City of Yucaipa in facilitating the project design and right-of-way activities. This agreement is now being amended to define construction responsibilities and

*

Approved
Board of Directors

Date: *July 5, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0607m-dmk.doc
Attachment: A0603602
TN 84307000

identify construction financing for the project. There is $7,552,000 remaining in TCRP funding for construction of this interchange project. SANBAG will request that these funds be allocated for the project by the CTC at their July meeting. The estimated total costs for the interchange construction and construction management are expected to be $12,932,000 leaving a shortage of $5,371,000. The city of Yucaipa is willing to provide funds to supplement this shortage as outlined in the attached draft agreement. No SANBAG funds are planned to be used for this project.

SANBAG, as the lead agency, will issue the construction bid package, award the construction contract, provide construction management, and coordinate the Project activities. Funding will be provided by a combination of TCRP funds and the city of Yucaipa funds as outlined in the above Cooperative Agreement 06-036 Amendment No. 2.

In order for SANBAG to move into the construction phase of the project, the attached Caltrans / SANBAG Construction Cooperative agreement C07020 is needed. This agreement has been drafted by Caltrans and the review by SANBAG staff is still ongoing. Staff does not expect any significant revisions since the items covered by the Agreement are routine in nature. Negotiations with Caltrans and review by SANBAG Counsel will be completed in time for action by the July SANBAG Board.

Financial Impact: This item is consistent with the 2006/07 Budget, because project is being funded from TCRP and the City of Yucaipa.

Reviewed By: These agreements were reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006

Responsible Staff: Darren Kettle, Director of Freeway Construction

brd0607m-dmk.doc
Attachment: A0603602
TN 84307000

SANBAG Contract No. 06-036-02

by and between

the San Bernardino County Transportation Authority

and

the City of Yucaipa

for

Live Oak Canyon/Interstate 10 Freeway Interchange Projects

FOR ACCOUNTING PURPOSES ONLY

☐ Payable ☒ Receivable Vendor Contract # _____	Retention: ☐ Yes ☒ No	☐ Original ☒ Amendment

Notes:

Original Contract:	$ 183,618.00	Previous Amendments Total:	$ 170905
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 0	Current Amendment:	$ 5,371,000
		Current Amendment Contingency:	$ 0

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → $ **5,725,523**

Please include funding allocation for the original contract or the amendment ↘

Task	Cost Code	Funding Sources	Amounts
1 84307000	5553	1 City of Yucaipa	$ 5,371,000
2 _____	_____	2 _____	$ _____

Original Board Approved Contract Date:	11/02/05	Contract Start: 11/02/05	Contract End: 12/31/06
New Amend. Approval (Board) Date:	7/5/06	Amend. Start: 7/5/06	Amend. End: 12/31/08

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle**	Contract Manager: **Chuck Wisdom**

6-21-06

Task Manager Signature Date

Contract Manager Signature Date

6/21/06

Chief Financial Officer Signature Date

Filename: a0603602css.doc
Form 28 07/05

COOPERATIVE AGREEMENT NO. 06-036-02

AMENDMENT NO. 2

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

THE CITY OF YUCAIPA

FOR

LIVE OAK / I-10 INTERCHANGE RECONSTRUCTION FUNDING

This Cooperative Agreement No. 06-036 Amendment No. 2 is made and entered into this 5th day of July, 2006 by and between the San Bernardino County Transportation Commission (hereinafter referred to as "SANBAG") and the City of Yucaipa (hereinafter referred to as the "CITY"). This Amendment defines specific SANBAG and CITY tasks and responsibilities for the construction of the Live Oak/I-10 Interchange Reconstruction Construction (hereinafter referred to as the "PROJECT"). Full construction funding for the PROJECT is being provided by the Transportation Congestion Relief Program (hereinafter referred to as "TCRP") with approval of the California Transportation Commission (hereinafter referred to as "CTC") and the City of Yucaipa.

WITNESSETH

WHEREAS, the PROJECT will improve traffic operations in and around the Live Oak / I-10 interchange, and

WHEREAS, AB 2928 designates the San Bernardino County Transportation Commission as the lead agency for the Live Oak Canyon/Interstate 10 interchange reconstruction project, and

WHEREAS, SANBAG and the CITY desire to participate in the Live Oak / I-10 Interchange Reconstruction, and

WHEREAS, the CTC has allocated TCRP funds for the design phase of the PROJECT, and

WHEREAS, due to the suspension of TCRP/Proposition 42 funds the past three years, the PROJECT has been delayed, and

WHEREAS, the CITY has agreed to provide funding to complete the construction phase of the PROJECT,

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

1. SANBAG will issue the construction the bid package, award the construction contract, provide construction management and coordinate all construction activities for the PROJECT.

2. The construction and construction management costs for the PROJECT are anticipated to not exceed $12,932,000 with available TCRP construction funds totaling $7,552,000. This will leave a shortage of $5,371,000 and the CITY agrees to advance these funds for the PROJECT.

3. If the bids for the construction of the PROJECT exceed the engineer's estimate, the CITY agrees to fund the additional amount needed up to ten percent over the engineer's estimate. If the construction bids exceed the engineer's estimate by more than ten percent the CITY may fund all additional costs or instead reject the bids and determine an alternative course of action. Such action shall be completed in a timely manner so as to reduce or eliminate impacts to all affected parties.

4. When invoices are submitted to SANBAG by the construction contractor and construction management consultant for the PROJECT, SANBAG will verify that the invoices are true and correct and pay those invoices. SANBAG will then submit these invoices to Caltrans for TCRP reimbursement up to the remaining TCRP funding limit which is $7,552,000. Once all TCRP funds have been expended, SANBAG will then submit the remaining invoices to the CITY and the CITY will reimburse SANBAG within 30 days.

5. SANBAG agrees to request that the CTC allocate all remaining TCRP funds for the PROJECT.

6. All other provisions of SANBAG Contract No. 06-036 and associated contract amendments shall remain in full force and effect.

10. Neither SANBAG nor any officer, employee, or agent thereof is responsible for any damage or liability occurring by reasons by anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4 CITY shall fully defend, indemnify and save harmless SANBAG, all officers, employees, and agents from all claims, suite or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reasons of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

11. Neither CITY nor any officer, employee, or agent thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4 SANBAG shall fully defend, indemnify and save harmless CITY, all officers, employees, and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement.

12. SANBAG and the CITY agree to work cooperatively to solve any issues that develop during the PROJECT. Both agencies agree to respond to issues in a timely manner, so as not to interfere with the progress of the PROJECT. Each agency shall bear their own costs in relation to carrying out the matters specified herein unless otherwise specified.

San Bernardino County Transportation Commission

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

City of Yucaipa

By: _____

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

SANBAG Contract No. 07-020

by and between

the San Bernardino County Transportation Authority

and

Caltrans

for

Live Oak/Interstate 10 Freeway Interchange Construction Agreement

FOR ACCOUNTING PURPOSES ONLY

☐ Payable ☒ Receivable	Vendor Contract # 8-1318	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 0	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 0	Current Amendment:	$ 0
		Current Amendment Contingency:	$ 0

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → $ 0

Please include funding allocation for the original contract or the amendment ↘

Task	Cost Code	Funding Sources	Amounts
1 84307000	5554	1 0	$ 0
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____

Original Board Approved Contract Date: 7/5/06 Contract Start: 7/5/06 Contract End: 12/31/08

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09
$ _____	$ _____	$ _____

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Darren Kettle** Contract Manager: **Chuck Wisdom**

6-21-06

Task Manager Signature Date Contract Manager Signature Date

6/22/06

Chief Financial Officer Signature Date

Filename: a07020css.doc
Form 28 07/05

District Agreement No. 8-1318

08-SBd-10-PM 35.5/39.2
I-10/live Oak Canyon Road
Interchange Improvements
In Yucaipa
EA 43320
District Agreement No. 08-1318

CONSTRUCTION COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on _____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED GOVERNMENTS, a public entity referred to herein as "SANBAG."

RECITALS

1. STATE and SANBAG, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the County of San Bernardino.

2. SANBAG desires to construct State Highway improvements consisting of reconstruction of Live Oak Canyon Road, horizontally and vertically from Calimesa Boulevard to Outer Highway South; replacement of the existing overcrossing bridge; modifications of existing interchange ramps and new traffic signalization; and to improve the existing design of Live Oak Canyon Road and the Interstate 10 (I-10) interchange ramps, referred to herein as "PROJECT," and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's quality assurance of construction activities.

3. SANBAG desires to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT in order to bring about the earliest possible completion of PROJECT.

4. STATE is agreeable to SANBAG's proposal to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.

5. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed, financed, and maintained.

6. Project development responsibilities for PROJECT were covered in a prior Cooperative Agreement (District Agreement No. 8-1143).

SECTION I

SANBAG AGREES:

1. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by SANBAG, and/or performed under encroachment permit, are covered by provisions of the Labor Code in the same manner as are workers employed by STATE's contractors. SANBAG shall obtain applicable wage rates from the State Department of Industrial Relations and shall adhere to the applicable provisions of the State Labor Code. Violations shall be reported to the State Department of Industrial Relations.

2. To apply for necessary encroachment permits for required work within the State Highway right of way, in accordance with STATE's standard permit procedures, as more specifically defined in Articles 2, 3, 4, 5, and 6 of Section III of this Agreement.

3. In recognition that construction work for PROJECT done on STATE's property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, SANBAG agrees to require the construction contractor to furnish both a payment and performance bond, naming SANBAG as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any construction work for PROJECT. SANBAG shall defend, indemnify, and hold harmless STATE and all its officers and employees from all claims by stop notice claimants related to the construction of PROJECT under the payment bond.

4. To construct PROJECT in accordance with plans and specifications of SANBAG to the satisfaction of and subject to the approval of STATE.

5. Contract Administration procedures shall conform to the requirements set forth in STATE's Construction Manual, Local Assistance Procedures Manual, and in the encroachment permit for the construction of PROJECT.

6. Construction within the existing or ultimate State Highway right of way shall comply with the requirements in STATE's Standard Specifications and the Special Provisions for PROJECT, and in conformance with methods and practices specified in STATE's Construction Manual.

7. If SANBAG uses own staff or hires another entity to perform surveys, all survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.

8. Material testing and quality control shall conform to STATE's Construction Manual and STATE's Material Testing Manual, and shall be performed, at SANBAG's expense, by a certified material-tester acceptable to STATE. Independent assurance testing, specialty testing, and off-site source inspection and testing shall be performed by STATE, at no cost to SANBAG except as noted herein. SANBAG shall reimburse STATE for any additional travel expenses incurred by STATE for off-site inspection and testing performed by STATE. Approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.

9. To furnish, at SANBAG's expense and subject to the approval of STATE, a field site representative who is a licensed Civil Engineer in the State of California, to perform the functions of a Resident Engineer. If the plans and specifications for PROJECT were prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.

10. To pay one hundred percent (100%) of the actual costs of construction required for satisfactory completion of PROJECT, including changes pursuant to contract change orders concurred with by STATE's representative and any material furnished by STATE.

11. At SANBAG's expense, to furnish qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the plans and specifications. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the designer of PROJECT may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.

12. To make progress payments to the contractor and pay all costs for required staff services as described in this Section I. STATE's representative shall review all contract progress pay schedules. STATE does not assume responsibility for accuracy of itemization on progress pay schedules.

13. Within sixty (60) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of acceptable electronic "As-Built" plans in ".DGN" format and contract records, including survey documents and Records of surveys.

14. Upon completion of work under this Agreement, SANBAG will assume maintenance and the expense thereof for any part of PROJECT located outside of the current State Highway right of way until acceptance of any such part of PROJECT into the State Highway system by STATE, approval by the Federal Highway Administration, if required, and conveyance of acceptable title to STATE.

15. If SANBAG terminates PROJECT prior to completion of the construction contract for PROJECT, STATE may require SANBAG, at SANBAG's expense, to return the right of way to its original condition or to a condition of acceptable permanent operation. If SANBAG fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a condition of satisfactory permanent operation. STATE will bill SANBAG for all actual expenses incurred and SANBAG agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due SANBAG from the Highway User Tax Fund.

16. If cultural, archaeological, paleontological or other protected materials are encountered during construction of PROJECT, SANBAG shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a cost of PROJECT contemplated by this Agreement.

17. STATE's quality assurance activities defined in Article 2 of Section II of this Agreement does not include performance of any engineering services required for PROJECT. These services are to be performed by SANBAG. If SANBAG requests STATE to perform any of these services, SANBAG shall reimburse STATE for such services. An amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.

SECTION II

STATE AGREES:

1. Upon proper application by SANBAG and by SANBAG's contractor, to issue, at no cost to SANBAG and SANBAG's contractor, the necessary encroachment permits for required work within the State Highway right of way, as more specifically defined in Articles 2, 3, 4, 5, and 6 of Section III of this Agreement.

2. At no cost to SANBAG, to provide quality assurance activities, including a qualified representative of STATE who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property and to assure compliance with all provisions of the encroachment permit(s) issued to SANBAG and SANBAG's contractor.

3. To provide, at SANBAG's expense, any "State-furnished material" as shown on the plans for PROJECT and as provided in the Special Provisions for PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and allocation of funds by the California Transportation Commission (CTC).

2. In the event Traffic Congestion Relief Program (TCRP) funds are not available at the time of CTC allocation request, SANBAG will file a "Letter of No Prejudice" to expend locally controlled Transportation Uniform Mitigation Fee funds in lieu of the TCRP contribution.

3. Construction by SANBAG of improvements referred to herein which lie within the State Highway right of way or which affect STATE's facilities, shall not be commenced until SANBAG's original contract plans involving such work and plan for utility relocations have been reviewed and accepted by signature of STATE's District Director of Transportation, or the District Director's delegated agent, and until an encroachment permit to SANBAG authorizing such work has been issued by STATE.

4. SANBAG shall obtain aforesaid encroachment permit through the office of STATE's District Permit Engineer and SANBAG's application shall be accompanied by five (5) sets of reduced construction plans of aforesaid STATE accepted contract plans, and five (5) sets of specifications for PROJECT. Receipt by SANBAG of the approved encroachment permit shall constitute SANBAG's authorization from STATE to proceed with work to be performed by SANBAG or SANBAG's representatives within the District proposed State Highway right of way or which affects STATE's facilities, pursuant to work covered by this Agreement. SANBAG's authorization to proceed with said work shall be contingent upon SANBAG's compliance with all provisions set forth in this Agreement and said encroachment permit.

5. SANBAG's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within the State Highway right of way or which affects STATE's facilities. The application by SANBAG's construction contractor for said encroachment permit shall be made through the office of STATE's District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.

6. SANBAG shall provide a right of way certification prior to the granting of said encroachment permit by STATE, to certify that legal and physical control of rights of

way were acquired in accordance with applicable State and Federal laws and regulations.

7. SANBAG shall not advertise for bids for the contract to construct PROJECT until after an encroachment permit has been issued to SANBAG by STATE.

8. SANBAG's construction contractor shall maintain in force, until completion and acceptance of the construction contract for PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in accordance with Section 7-1.12 of STATE's Standard Specifications. Such policy shall contain an additional insured endorsement naming the State of California, its officers, agents, and employees as additional insureds. Coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to SANBAG's construction contractor.

9. Prior to award of the construction contract for PROJECT, SANBAG may terminate this Agreement by written notice.

10. During the construction of PROJECT, representatives of SANBAG and STATE will cooperate and consult with each other, and all work pursuant to PROJECT shall be accomplished according to the approved plans, specifications, and STATE's applicable standards and practices. Satisfaction of these requirements shall be verified by STATE's representative. STATE's representative is authorized to enter SANBAG's property during construction for the purpose of monitoring and coordinating construction activities.

11. Changes to the plans and specifications for PROJECT shall be implemented by contract change orders reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, changes authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans referred to in Article 13 of Section I of this Agreement.

12. SANBAG shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through SANBAG's claim process. STATE's representative will be made available to SANBAG to provide advice and technical input in any claim process.

13. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, SANBAG shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work providing for the improvement to the State Highway and in accordance with SANBAG's policy for those facilities located outside

of the limits of work for the improvement to the State Highway. The cost of the protection, relocation, or removal shall be apportioned between the owner of the utility facility and SANBAG in accordance with STATE's policy and procedure. SANBAG shall require any utility owner performing relocation work in the State Highway right of way to obtain an encroachment permit from STATE prior to the performance of said relocation work. The requirements of the most current version of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way" shall be fully complied with. Any relocated or new facilities shall be correctly shown and identified on the "As-Built" plans referred to in Section I of this Agreement.

14. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during construction requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during construction requiring the same defined remedy or remedial action shall be the responsibility of SANBAG. For the purpose of the Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of proceeding with construction of PROJECT, that additional cost identified by STATE shall be borne by SANBAG. SANBAG shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, SANBAG will have the option to either delay further construction of PROJECT until STATE is able to provide funding or SANBAG may proceed with the remedy or remedial action at SANBAG's expense without any subsequent reimbursement by STATE.

15. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State Highway right of way during construction shall be the responsibility of SANBAG, at SANBAG's expense, as a result of proceeding with construction of PROJECT. For the purposes of this Agreement any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT had not proceeded. SANBAG shall sign any HM-2 manifest if construction of PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place.

16. If hazardous material or contamination of either HM-1 or HM-2 category is found during construction on new right of way acquired by or on account of SANBAG for PROJECT, SANBAG shall be responsible, at SANBAG's expense, for all required

remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.

17. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

18. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by SANBAG on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.

19. Pursuant to the authority contained in Section 591 of the Vehicle code, STATE has determined that within such areas as are within the limits of PROJECT and are open to public traffic, SANBAG shall comply with all of the requirements set for in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. SANBAG shall take all necessary precautions for safe operation of SANBAG's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by SANBAG, and for the protection of the traveling public from injury and damage from such vehicles or equipment.

20. Upon completion and acceptance of the construction contract for PROJECT by SANBAG to the satisfaction of STATE and subsequent to the execution of a maintenance agreement, STATE will accept control and maintain, at its own cost and expense, those portions of PROJECT lying within the State Highway right of way, except local roads delegated to SANBAG for maintenance.

21. The Maintenance Agreement between the STATE and City of Yucaipa covers the responsibilities of the operational and maintenance costs of the traffic control signals and safety lighting and the total operational and maintenance costs, including electrical energy costs.

22. Upon completion of all work under this Agreement, ownership and title to materials, equipment, and appurtenances installed within the State Highway right of way will automatically be vested in STATE, and materials, equipment, and appurtenances installed outside of the State Highway right of way will automatically be vested in SANBAG. No further agreement will be necessary to transfer ownership as hereinbefore stated.

23. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of State Highways and public facilities different from the standard of care imposed by law.

24. Neither STATE 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 under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that SANBAG shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by SANBAG under this Agreement.

25. 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 STATE, under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless SANBAG and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

26. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

27. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by SANBAG with concurrence of STATE, or on December 31, 2014, whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement.

SIGNATURES ON FOLLOWING PAGE:

DRAFT

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
DENNIS HANSBERGER
Board of Directors

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND PROCEDURE:

By: _____
SANBAG's Counsel

DRAFT

EXHIBIT "A"
ESTIMATE OF COSTS

TYPE OF FUNDS	STATE SHARE	SANBAG FUND*
Construction Support	$0 (0%)	$ 1,328,000 (100%)
Construction Capital	$0 (0%)	$11,951,000 (100%)
TOTAL	$0 (0%)	$13,279,000 (100%)

DRAFT

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **18**

Date: July 5, 2006

Subject: Allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STAF) for Fiscal Year 2006/2007

Recommendation:* Adopt Resolution 07-001 authorizing the allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STAF) for Fiscal Year 2006/2007.

Background: Section 99214 of the Public Utilities Code designates the San Bernardino County Transportation Commission as the regional transportation planning agency for the purpose of administering the Transportation Development Act funds. This responsibility includes the adoption of the LTF apportionments, approval all LTF and STAF claims, issuance of LTF and STAF allocation and disbursement instructions.

Section 6659 of the California Code of Regulations (CCR) requires the adoption of a resolution authorizing the issuance of LTF allocation instructions. The California Department of Transportation has proposed changes to CCR Section 6753 to clarify that only one annual resolution is required for the allocation of STAF. The attached Resolution 07-001 has been prepared for Board adoption.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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Attachment
R07001-mab.doc

Financial Impact: Authorization will allow the Board to issue LTF and STAF allocation instructions for its transportation planning and programming functions, commuter rail operating and capital assistance, and TDA administrative functions as approved in the Fiscal Year 2006/2007 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2005.

Responsible Staff: Michael Bair, Director of Transit and Rail Program

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Attachment:
R07001-mab

RESOLUTION NO. 07-001

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSSION AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2006/2007

WHERAS, the San Bernardino County Transportation Commission is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

WHEREAS, the Southern California Association of Governments (SCAG) Executive Committee has adopted a Regional Transportation Plan (RTP) directed toward the achievement of a coordinated and balanced transportation system; and

WHEREAS, the Board of Directors has adopted a Subregional Transportation Improvement Program including planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

WHEREAS, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Funds consistent with the adopted plans, programs and apportionments;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the San Bernardino County Transportation Commission hereby approves the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2006/2007 subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following findings:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan.
2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements.
3. The claimant is making full use of federal funds available pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU).

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4. The sum of the claimant's allocations from the State Transit Assistance Funds and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area wide public transportation needs.
6. The claimant has made reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of STAF for operating purposes).
9. The transportation services contracted for under Public Utilities Code 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that where appropriate, the services are coordinated with the existing transportation service.

BE IT FUTHER RESOLVED that such approval does not include allocations for local street and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this 5th day of July 2006.

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Approved
Board of Directors

Date: July 5, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **19**

Date: July 5, 2006

Subject: Fiscal Year 2006/2007 Transportation Development Act (TDA) Unmet Transit Needs Public Hearings

Recommendation:* 1. Adopt Definitions of "Unmet Transit Needs" and "Reasonable to Meet" as identified in Attachment A.

2. Set Times, Dates and Locations for the TDA Unmet Needs Public Hearings.

Background: Each year the San Bernardino County Transportation Commission is required by Public Utilities Code Sections 99238.5 and 99401.5 to hold public hearings for obtaining testimony regarding unmet transit needs that can be reasonably met and must adopt findings prior to making an allocation of Local Transportation Funds (LTF) for street purposes. Per the Board action of 1993, a public hearing will not be held in the Valley as all LTF revenues are committed to transit. The information obtained at these hearings will be used in the planning and budget development of the affected transit operators for the subsequent fiscal year, as recommended in the transit operators' performance audit.

In January 2003, the Board approved the definitions of "unmet transit needs" and "reasonable to meet". An amendment to Section C – Equity, under the definition of "reasonable to meet", was approved by the Board in September 2004. These definitions were the result of an extensive effort to update them with input from

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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organizations representing the transit dependent and the affected transit operators during 2002. The California Department of Transportation has suggested that the definitions be reviewed and adopted on a periodic basis. Attachment A contains the current definitions and no change is being proposed at this time. These definitions will be used to respond to the testimony received.

Three public hearings are proposed for this year with the locations being the Morongo Basin, San Bernardino Mountains and Victor Valley. The Boards of the Morongo Basin Transit Authority (MBTA), the Mountain Area Regional Transit Authority (MARTA) and the Victor Valley Transit Authority (VVTA) will serve as the hearing boards at their respective locations.

The schedule for the proposed hearings is as follows:

Upper Desert Region
September 18, 2006, at 9:30 a.m.
Mojave Desert AQMD Board Chambers
14306 Park Avenue
Victorville, California

Mountain Region
September 18, 2006, at 1:00 p.m.
MARTA Operations Facility
621 Forest Shade Road
Crestline, California

Lower Desert Region
September 21, 2006, at 3:00 p.m.
Morongo Basin Transit Authority Facility
62405 Verbena Road
Joshua Tree, California

Financial Impact: This item is consistent with the adopted FY 2006/2007 budget. Funding for the public hearings is provided under Task No. 50207000, the funding source is LTF Administration.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 14, 2006. This item was also presented at the Mountain Desert Committee, but due to a lack of quorum no action was taken.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

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Attachment A

Definitions of "Unmet Transit Needs" and "Reasonable to Meet" adopted by the San Bernardino County Transportation Commission Board of Directors on July 5, 2006

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit service, specialized transit service or private for–profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

A. **Community acceptance** – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.

B. **Timing** –

1. The proposed service shall be in response to an existing rather than future need.

2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.

C. **Equity** – The proposed service shall:

1. Not unreasonably discriminate against or in favor of any particular segment of the community.

2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.

3. Require a subsidy per passenger generally equivalent to 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

D. **Cost effectiveness** – The proposed service shall:

1. Not duplicate other existing transportation services or resources.

2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations and schools.

3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operation.

4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

E. **Operational feasibility** – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.

DISCUSSION ITEMS

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **20**

Date: July 5, 2006

Subject: Vacancy on Mobile Source Air Pollution Reduction Review Committee

Recommendation:* Note resignation of Diane Williams as SANBAG alternate representative on the Mobile Source Air Pollution Reduction Review Committee and announce vacancy.

Background: Mayor Pro Tem Diane Williams, City of Rancho Cucamonga, was appointed by the Board of Directors to represent SANBAG as the alternate member of the Mobile Source Air Pollution Reduction Review Committee (MSRC) in March 2006. Mayor Pro Tem Williams has notified SANBAG that she is not able to continue to serve in this capacity. Council Member Gwenn Norton-Perry, City of Chino Hills represents SANBAG on the MSRC as primary member. This item is to advise Board members of the pending appointment. Board members who are interested in serving as alternate member on MSRC should notify SANBAG by July 21, 2006.

The purpose of the MSRC is to develop and implement work programs which reduce mobile source emissions funded by AB 2766 (the $4 portion of each motor vehicle registration fee collected in the South Coast Air Basin). SANBAG, acting as the County Transportation Commission, appoints a primary and an alternate member to represent SANBAG on the Committee. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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offices in Diamond Bar. The SANBAG Board has authorized payment of stipends in the amount of $100 for attendance at MSRC meetings.

Financial Impact: This item has no impact upon the adopted budget. Staff support for members representing SANBAG involvement in MSRC is budgeted in Task No. 0610200, Air Quality Implementation.

Reviewed By: This item will be discussed at the July 5, 2006, Board of Directors meeting.

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

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TRANSPORTATION MEASURE I

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Minute Action

AGENDA ITEM: 21

Date: July 5, 2006

Subject: State Street/University Parkway Railroad Grade Separation – Hearing to Consider Resolutions of Necessity

Recommendation:* 1. Acting as the County Transportation Commission, Conduct public hearing to consider condemnation of real property required for the State Street/University Parkway Grade Separation project in the City of San Bernardino and County of San Bernardino and,

2. Adopt Resolutions of Necessity authorizing condemnation of real property declaring the following:

a. The public interest and necessity require the project described in the proposed Resolution of Necessity - Resolution No. 07-002.

b. The project is planned and/or located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner of record. (2/3rd required)

Background: As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of $95 million for Alameda Corridor East railroad grade separation projects. The State Street/University Parkway at the BNSF tracks at the city limit of San Bernardino and the community of Muscoy is one of the five projects identified for funding from the TCRP. Since the renewed availability of Proposition 42/Traffic Congestion Relief Funds, SANBAG has made steady progress towards the start of construction on the State Street/University Parkway Grade Separation. The SANBAG Board has made the necessary findings that the project is Categorically

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Approved
Board of Directors

Date: July 5, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

Exempt under the California Environmental Quality Act and the design is in final review.

One of the remaining critical path items is right of way acquisition. In May 2006, the Board approved appraisals and authorized SANBAG's Real Property Agent, the County Real Estate Services Department (RESD) to make offers for the necessary property. Offers were sent to each property owner and a number of parcels were acquired through negotiated sale. However, negotiations with the property owners for the parcels listed in Attachment "A" have not been successful.

A Resolution of Necessity will allow SANBAG to proceed with condemnation of the properties, gain possession in a timely manner, and proceed with the State Street/University Parkway Grade Separation project.

On June 7, 2006, the Board scheduled a public hearing for July 5, 2006 to adopt a Resolution of Necessity regarding the parcels listed in attachment "A" in the unincorporated County area of Muscoy and northwest City of San Bernardino. Upon completion of the project SANBAG will transfer properties acquired for this project to the appropriate local jurisdiction.

SANBAG, acting as the County Transportation Commission is authorized to acquire property by eminent domain pursuant to Public Utilities Code 130220.5. SANBAG's Real Property Agent will continue to negotiate with the property owners throughout the condemnation proceeding in an attempt to reach a negotiated sale for the necessary parcels.

Financial Impact: This item imposes no financial impact as the Board has in past actions approved appraisals and offers to property owners.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren M. Kettle, Director of Freeway Construction

DATED: July 5, 2006

MINUTES OF THE BOARD OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

RE: RESOLUTION OF NECESSITY TO EXERCISE RIGHT OF EMINENT DOMAIN TO ACQUIRE PROPERTY FOR STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION PROJECT

On motion by _____and seconded by _____and carried, the following Resolution is adopted:

RESOLUTION NO. __07-002_____

RESOLVED, by the Board of the San Bernardino County Transportation Commission:

THAT public safety, welfare, convenience, interest and necessity require the acquisition by the San Bernardino County Transportation Commission, of the property hereinafter described for public use, to wit: Acquisition of property in the City of San Bernardino and in the Muscoy area of the County of San Bernardino for the State Street/University Parkway Grade Separation project.

THAT the San Bernardino County Transportation Commission is authorized to acquire property by eminent domain pursuant to California Public Utilities Code Section 130220.5.

THAT the Board of the San Bernardino County Transportation Commission finds and determines:

(1) The public interest and necessity require the project described in the proposed Resolution of Necessity; to acquire property in the City of San Bernardino and in the Muscoy area of the County of San Bernardino.

(2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(3) The property sought to be acquired is necessary for the project;

(4) Either an offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record or the offer has not been made because the owner cannot be located with reasonable diligence.

THAT pursuant to Sections 1240.510 and 1250.610 of the Code of Civil Procedure, to the extent that the parcels of land or interest therein are already devoted to a public use, the use to which the property is to be put is a more necessary public use than the use to which the property is already devoted or in the alternative is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the property or interest is already devoted.

THAT pursuant to Section 1240.410 of the Code of Civil Procedure, to the extent that the parcel of land or interest therein leave a "remnant" as defined in said section, such remnant shall be acquired herein in accordance with Sections 1240.410 through 1240.430 of said Code.

BE IT FURTHER RESOLVED that the Board of the San Bernardino County Transportation Commission is hereby authorized to acquire in the name of the San Bernardino County Transporation Commission the following described land by donation, purchase, or by condemnation in accordance with the provisions of the Constitution of the State of California, and the Code of Civil Procedure relating to eminent domain.

THAT Counsel for the San Bernardino County Transportation Commission is hereby authorized and instructed to prepare and prosecute, in the name of the San Bernardino County Transportation Commission, such suit or suits in the proper Court having jurisdiction thereof as is necessary to condemn said lands for the purposes hereinabove described.

The real property to which the San Bernardino County Transportation Commission is by this resolution authorized to acquire is situate, lying and being in the City of San Bernardino and the County of San Bernardino, State of California, and is attached as Exhibit "A" and Exhibit "B" and made a part thereof.

PASSED AND ADOPTED by the Board of the San Bernardino County Transportation Commission, State of California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.

I, VICKI WATSON, Clerk of the Board of the San Bernardino County Transportation Commission hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board by vote of the members present as the same appears in the Official Minutes of said Board at its meeting of

VICKI WATSON, Clerk of the Board of the San Bernardino County Transportation Commission

By_____
Deputy

Resolution 07-002, Exhibit "A"
EMINENT DOMAIN

PROJECT: STATE ST./UNIV. PKWY GRADE SEP. **Dated: July 5, 2006**

PARCEL	APN / OWNER	ADDRESS
4	268-091-20 (ptn) Robert J. Short and Bobbie A. Short	3085 N. State Street San Bernardino, CA 92407
8	267-241-19 Heirs and Devisees of Elizabeth D. Butler, aka Betty D. Butler, a widow	Publish
10	267-241-20 (ptn) R. R. M. Von Faulstich	3436 Cajon Boulevard San Bernardino, CA 92407
13	267-241-15 Edwin Lee Evans and Edwin L. Evans	7454 Meyers Road San Bernardino, CA or 1995 Nolan Street San Bernardino, CA 92407
14	267-241-16 Edwin Lee Evans and Edwin L. Evans	7454 Meyers Road San Bernardino, CA or 1995 Nolan Street San Bernardino, CA 92407
23	268-071-06 (ptn) International Investment Group	247 E. Highland Avenue, Suite 206 San Bernardino, CA 92404
28	267-241-11 (Ptn) Mitchell W. Hackett	4352 Maryland Street San Diego, CA 92103
29	268-091-18 and 19 (Ptn) Ramona E. Ramos	1990 Nolan Street San Bernardino, CA 92407
32	267-561-13 (Ptn) University Inn of America Attn: Betty Chen Li, Secretary	2000 Ostrems Way San Bernardino, CA 92407
33	268-071-07 (Ptn) Verizon California, Inc.	112 South Lakeview Canyon Road #C501CW Thousand Oaks, CA 91362 Attn: Karalyn Lucci
34	268-071-20 (ptn) Kimberly Hanh Nguyen	42 Lewis Street Eatontown, NJ 07724
35	BNSF Railroad	The Staubach Company 3017 Lou Menk Drive, Suite 100 Ft. Worth, TX 76131-2800 Attn: Don J. Bratton

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: July 5, 2006

Subject: Scope of Work for COMPASS Blueprint Implementation: Transportation-Land Use Integration on Multiple Central and East Valley Sites

Recommendation:* Approve Scope of Work.

Background: The Southern California growth visioning process known as "COMPASS" has been in progress for several years under the auspices of the Southern California Association of Governments (SCAG). In general, the COMPASS program is intended to promote development styles that are supportive of improved transportation mobility and access, livable, desirable communities, environmental quality, and economic vitality, while supporting and preserving existing stable residential neighborhoods. The COMPASS program is reflected in the 2004 Regional Transportation Plan, and substantial shares of the mobility and air quality benefits of the RTP are in fact attributed to the COMPASS Program rather than infrastructure projects.

The Inland Valley and San Bernardino Valley areas of San Bernardino County are recognized to have many of the Region's most significant development and redevelopment areas with potential to support these goals. Of these, several have been under study or are currently undergoing detailed COMPASS studies: downtown Upland, the New Model Colony portion of the City of Ontario, and the Depot District and downtown redevelopment areas of the City of San Bernardino. Staff's review of existing land use and general plan information, as well as

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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discussions with local elected officials, their staff, and members of the development community, indicate that many more important areas of COMPASS-style development potential exist, from northeastern Ontario through Fontana and Rialto, to eastern San Bernardino and Highland in the vicinity of San Bernardino International Airport.

SCAG has indicated that it would jointly fund, with SANBAG, a consultant-supported effort in collaboration with the local governments to identify and define these key areas, assess ways in which each area could be developed or redeveloped in accordance with the COMPASS principles, and obtain public ideas and input on these development concepts. Ultimately, subject to acceptance by the affected local governments, these concepts could be integrated into the long-term regional growth vision and socioeconomic forecast. Such a forecast would also meet the needs of the San Bernardino County Long Range Transit Plan, currently under development through other efforts, for a transit-supportive land use alternative.

Staff believes that the proposed effort has potential to improve recognition of the spectrum of development styles and opportunities that are becoming available and marketable in San Bernardino County as its economy and transportation system mature, and its population grows larger and more diverse. In turn, these may yield significant transportation benefits, improved air quality, and other benefits such as more diverse and affordable housing opportunities.

Procurement of the consultant for this study will be undertaken by SCAG, with SANBAG and SANBAG member agency participation. The agreement with SCAG for sharing of cost and management of funds will be brought forward separately at a later time.

Financial Impact: This item is consistent with the approved Fiscal Year 2006-2007 Budget.

Reviewed By: Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

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COMPASS BLUEPRINT IMPLEMENTATION
TRANSPORTATION-LAND USE INTEGRATION ON MULTIPLE SITES
SAN BERNARDINO ASSOCIATED GOVERNMENTS
Scope of Work for SCAG RFP
(SCAG 2006/07 OWP)

Budget: $450,000

Schedule: 10 months

Project Description

The Central and East Valley portions of San Bernardino County (generally extending east from the City of Ontario) contain many areas of non-conforming uses, aging infrastructure, and underutilized lands in proximity to regional transportation facilities. These economically depressed or simply unused residential, industrial, commercial, and brownfields areas represent prime opportunities for redevelopment, with specific attention being given to integration with transportation initiatives. Redevelopment plans will particularly focus on Metrolink station areas on the San Bernardino Line, express transit lines contained in the San Bernardino County BRT master plan including the E Street BRT for which a RSTIS study was recently completed, the Long Range Transportation Plan for San Bernardino County, development/redevelopment opportunities associated with the new 210 freeway, improvements in the I-10 corridor and Ontario Airport expansion, and the ongoing reuse efforts at San Bernardino International Airport. The redevelopment strategy will be implementation-oriented, developing institutional and financial strategies that incentivize the private sector to invest in these areas and to move forward with transit-friendly and pedestrian-friendly development consistent with the principles in the Compass Blueprint.

Scope of Work

Task 1: (Re-)Development Opportunity Site Identification

Work with the San Bernardino Associated Governments (SANBAG), with guidance and participation from its member agencies, to identify opportunity areas within the portion of the Inland Valley-San Bernardino Valley that extends from Ontario International Airport and northeastern Ontario to east of San Bernardino International Airport, with potential for extensive development or redevelopment in accordance with the principles of the Compass Blueprint that are supportive of transit, non-motorized alternatives, and auto

accessibility, environmental and community quality, residential livability and affordability, and economic vitality.

Deliverable: Written report identifying (7-10) specific strategic opportunity areas for (re)development consistent with the principles of the Compass Blueprint

Schedule: Completion within 2 months of contract start

Task 2: Community Workshops/Charettes

Hold community workshops/charettes in each of the selected opportunity areas to identify community issues, concerns, desires and opportunities; meet with individual stakeholder groups and elected officials as needed. The charettes are intended to improve the communities' understanding of the meaning, impacts, and benefits of potential development alternatives and styles. The charettes will build upon previous discussions and conclusions such that the communities view themselves as partners in the evolution of community and development considerations.

Deliverable: Workshops/charettes, reports and graphic materials describing outcomes and milestones achieved for each of the 7-10 selected project areas

Schedule: Completion within 4 months of project start

Task 3: Scenario Planning

Utilizing information from the community workshops and other relevant inputs, work with the affected local governments to conduct scenario planning within each of the specified strategic opportunity areas identified in Task 1. Develop targeted visions for growth appropriate for the community and consistent with the Compass Blueprint principles. Include

Deliverable: Project area visions for each of the 7-10 selected project areas

Schedule: Completion within 6 months of project start

Task 4: Develop Conceptual Land Use Plans

Based on the visions, develop a conceptual land use plan for each identified site that includes, but is not limited to, identification of appropriate types of land uses, densities and scales of development, site-specific opportunities to recycle vacant or under-utilized buildings and sites, potential transportation alternatives, economic development opportunities.

Deliverable: Conceptual land use plans for each of the 7-10 selected project areas

Schedule: Completion within 8 months of project start.

Task 5: Marketing & Implementation

Assist the affected local governments in developing public support for the visions in the respective areas and support actions to incorporate the visions into local general plans through the creation of marketing materials. These may include before & after photo-simulations, renderings, urban design strategies, market feasibility analyses, proposed zoning changes, fact sheets highlighting local benefits of proposed visions, web materials, etc.

Deliverable: Customized marketing materials appropriate for each of the 7-10 selected project areas

Schedule: Completion within 10 months of project start

Task 6: Socio-economic Data Set Development

Distill the agreed-upon visions into socioeconomic data sets for population, households and employment in 5-year increments to 2035 for use in modeling to support preparation of the SANBAG and Omnitrans Long-Range Transit Plan, corridors plans for proposed light rail projects, BRT initiatives, and SCAG's Regional Transportation Plan (RTP).

Deliverable: Socio-economic data sets reflecting the development potential for each of the 7-10 selected project areas

Schedule: Completion within 10 months of project start

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **23**

Date: July 5, 2006

Subject: Approve Contract No. C07023 and budget amendment for the Program to Address Critical Habitat Issues (Indirect Impacts) Associated with Major Measure I Expenditure Plan Projects

Recommendation:*

1. Approve Contract No. C07023 with the County of San Bernardino – San Bernardino County Museum to provide biological mapping and analysis in support of the SANBAG habitat initiative

2. Amend Fiscal Year 2006/2007 budget, adding $138,584 to Task Number 11207000, Regional Growth Forecast Development

Background: In June 2005, the Board directed staff to coordinate academic, institutional, and stakeholder participation in development of a strategy to minimize transportation project costs and delays associated with proximity to critical habitat. Based on this direction, SANBAG staff has initiated meetings with interested parties from the academic community, institutions and data repositories such as the San Bernardino County Museum, and other interests in development of a strategy, separate from the Measure I Strategic Plan, to address this issue and to ensure that the Measure I 2010-2040 transportation program is not the unintended principal source of funding to mitigate the impacts of land development on endangered species habitat.

An update on the habitat initiative was provided to the Plans and Programs Committee at the May 2006 meeting. Reference was provided in the May agenda

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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Attachment: a07023.doc
11207000

item to a potential effort by the San Bernardino County Museum to collect and assemble data in support of biological mapping needs. Currently, there is no comprehensive countywide mapping of biological resources that can be used as the basis of land use and transportation planning by local jurisdictions and SANBAG. This results in a more fragmented approach to coordinating land use and transportation facility location decisions, a process that is becoming increasingly complex.

The Museum has presented a draft proposal to the habitat working group for a three-year program of biological data collection, analysis, and mapping. The purpose of this effort would be to assemble and organize the available species and habitat data, analyze previously collected but unanalyzed field samples, fill in gaps in species data, and bring the data together in a series of GIS layers that can be used for local and regional land use, habitat conservation, and transportation planning. Currently, local jurisdictions and transportation agencies generally proceed with habitat planning and mitigation on a project-by-project basis. The availability of a more comprehensive, consistent, science-based dataset will allow for more optimum decisions on lands to be conserved with the available resources and better coordination with land use and transportation decisions.

This agenda item recommends that funding be provided for one year of the County Museum's three-year proposal. Near the end of the first year, SANBAG staff and the other members of the habitat working group will make an assessment of the extent to which the effort is accomplishing the intended goals and determine whether funding should be provided for a second year. It is the expectation that the first year's work will be designed to accomplish specific milestones, and these will be established with the Museum and the working group at the initiation of the effort. The request for funds is $138,584, to be added to SANBAG's FY 2006-2007 budget. A contract (see Attachment A) will be executed between SANBAG and the County for the payment of funds based on invoices received from the Museum demonstrating work accomplished on the project. The Museum has unique knowledge and capabilities with regard to species and habitat data and issues in San Bernardino County, and SANBAG staff believes they offer a cost-effective approach to better documenting information important to both transportation and land use decisions.

As stated in the May agenda item, discussion of strategy is still at a very early stage, but it has been generally recognized by the working group that habitat conservation in San Bernardino County may require a different approach than the direction taken in Riverside County. The initial thinking is that investments in habitat conservation should be coordinated regionally, allowing resources for habitat acquisition and management to be optimized, but implemented locally. It has also been stressed that habitat conservation priorities should be science-based,

hence the need to assemble the best possible biological data. An initial strategy can be put in place that is refined, over time, through gradual improvement in the supporting biological data.

Financial Impact: This activity is not included in the FY 2006-2007 budget. The requested amount is $138,584, to be funded with a combination of available Measure I Valley Traffic Management and Environmental Enhancement funds ($113,584) and Local Transportation Fund – Planning ($25,000). Task TN 11207000, Regional Growth Forecast Development

Reviewed By: Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

Responsible Staff: Steve Smith, Principal Transportation Analyst
Ty Schuiling, Director of Planning and Programming

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Attachment: ppc0606a1-ss
11207000

SANBAG Contract No. C07023

by and between

San Bernardino Associated Governments

and

County of San Bernardino

for

Biological Mapping Services

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 138,584	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → $ 138,154

Please include funding allocation for the original contract or the amendment ↘

Task	Cost Code	Funding Sources	Amounts
1 11207000	5553	1 TMEE	$ 113,584
2 11207000	5553	2 LTF-Planning	$ 25,000
3 _____	_____	3 _____	$ _____
4 _____	_____	4 _____	$ _____

Original Board Approved Contract Date: 7/5/06 Contract Start: 8/1/06 Contract End: 6/30/07

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____	Fiscal Year: _____ $ _____

Is this consistent with the adopted budget? ☐Yes ☒No

If no, has the budget amendment been submitted? ☒Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: Ty Schuiling	Contract Manager: Steve Smith
Task Manager Signature — Date	Contract Manager Signature — Date 6/23/06

Chief Financial Officer Signature — Date

Filename:
Form 28 07/05

ATTACHMENT A

DRAFT Standard Contract

CONTRACT NO: 07-023

EFFECTIVE DATE: August 1, 2006

by and between

San Bernardino Associated Governments

and

County of San Bernardino, County Museum

for

Biological Mapping Services

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CONTRACT NO. 07-023

FOR

Biological Mapping Services

This Contract, entered into this 1st day of August, 2006, by the County of San Bernardino (hereinafter called COUNTY) whose address is:

c/o San Bernardino County Museum
2024 Orange Tree Lane, Redlands, CA

and San Bernardino Associated Governments (hereinafter called SANBAG) whose address is:

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Whereas SANBAG desires COUNTY to perform services as hereinafter described and COUNTY desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1 Scope of Services

COUNTY agrees to perform Services set forth in Attachment "A", SCOPE OF SERVICES (which is incorporated herein by reference), in accordance with high professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by COUNTY of all obligations, duties, tasks, and services imposed upon or assumed by COUNTY hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing professional standards.

Article 2 Performance Schedule

The Period of Performance by COUNTY under this Contract shall commence on August 1, 2006, and shall continue in effect for approximately fifteen months (11) months or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

Article 3 Contract Price and Cost Principles

3.1 Total compensation to COUNTY for full and complete performance of Services, compliance with all the terms and conditions of this Contract, payment by COUNTY of all obligations incurred in, or application to COUNTY'S performance of Services, and for which COUNTY shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), shall not exceed $138,584.

3.2 Services to be provided under terms of this Contract are to be provided on a reimbursable cost basis and compensated for as set forth in Attachment "A" which is incorporated herein by reference. COUNTY'S fee for services is included in the total estimated Contract cost, as agreed upon, and noted in Attachment "A."

3.3 Any Services provided by the COUNTY not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be COUNTY's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required.

3.4 COUNTY's rates will be fixed, as set forth in Attachment "A" for the duration of this Contract. The fixed rate will not be subject to adjustment.

Article 4 Availability of Funds

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by COUNTY, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify COUNTY. Nothing herein shall relieve SANBAG from its obligation to compensate COUNTY for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

Article 5 Invoicing and Payments

5.1 The compensation of COUNTY as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.

5.2 COUNTY shall prepare all invoices in a form satisfactory to and approved by SANBAG, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four to five week period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to COUNTY. Any costs incurred by COUNTY in connection with the resubmission of a proper invoice shall be at COUNTY'S sole expense.

5.3 COUNTY shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG may withhold payment of invoices until COUNTY furnishes such evidence.

5.4 COUNTY shall submit separate invoices (marked with SANBAG's Contract number) to SANBAG each month within fifteen (15) calendar days after the cutoff date, as follows:

5.4.1 Progress invoices, for payments for Services (including additional Services authorized by SANBAG and added by a formal amendment to this Contract) completed by COUNTY during each progress billing period. The cutoff date for COUNTY's progress invoice shall be consistent from month to month. Each progress payment shall be for cost incurred plus the earned fee completed by COUNTY, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Payment shall not be construed to be an acceptance of Services.

Article 6 Documentation and Right of Audit

COUNTY shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. COUNTY shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to COUNTY, for auditing, inspection and copying. COUNTY shall insert in each of its subcontracts the above requirement.

Article 7 **Responsibility of the COUNTY**

7.1 The COUNTY shall be responsible for the professional quality and accuracy of brochures, maps, reports and other services furnished by the COUNTY under terms of this Contract.

Article 8 **Reporting Requirements/Deliverables**

All reports and deliverables shall be submitted in accordance with Attachment "A."

Article 9 **Permits and Licenses**

COUNTY shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for COUNTY to perform Services.

Article 10 **Technical Direction**

10.1 Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or designee, as identified in Attachment "A," Scope of Services, attached to this Contract. The SANBAG Contract Manager will identify the designee in writing to COUNTY, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:

10.1.1 Directions to the COUNTY that redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

10.1.2 Provision of written information to the COUNTY that assists in the interpretation of drawings, reports, or technical portions of Service description.

10.1.3 Review and, where required by the Contract, approval of collateral materials, plans, and information to be delivered by the COUNTY to SANBAG under the Contract.

10.2 Technical direction must be within the Scope of Services in the Contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:

10.2.1 Constitutes an assignment of additional Services outside the

Scope of Services;

10.2.2 In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;

10.2.3 Changes any of the expressed terms, conditions or specifications of the Contract; or

10.2.4 Interferes with the COUNTY'S right to perform the terms and conditions of the Contract.

10.2.5 A failure of the COUNTY and Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes."

10.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or designee.

Article 11 Key Personnel

11.1 The personnel specified in 14.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the COUNTY shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.

11.2 Key Personnel are:
Gerald Braden

Article 12 Representations

COUNTY agrees with SANBAG that services supplied by COUNTY in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. COUNTY agrees that the firm is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform to high professional standards that are generally accepted in the State of California.

Article 13 Proprietary Rights/Confidentiality

13.1 If, as a part of the Contract, COUNTY is required to produce products, then COUNTY, if requested by SANBAG, shall deliver to SANBAG the original of all such products, which shall become the property of SANBAG.

13.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to COUNTY in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this project by COUNTY without the express written consent of SANBAG.

13.3 Except as reasonably necessary for the performance of Services, COUNTY and its employees and agents shall hold in confidence the materials and information referred to in this Article 13, Proprietary Rights/Confidentiality, which are produced by COUNTY for SANBAG in the performance and completion of COUNTY's Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of COUNTY, or its employees or agents.

13.4 COUNTY shall not use SANBAG's name or photographs of the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.

13.5 All press releases relating to the project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by COUNTY and SANBAG.

13.6 COUNTY agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by COUNTY from or through SANBAG in connection with COUNTY's performance of this

Contract, unless (a) the information was known to COUNTY prior to obtaining same from SANBAG pursuant to a prior Contract; or (b) the information was at the time of disclosure to COUNTY, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of COUNTY or its employees, agents, or subcontractors, or (c) the information was obtained by COUNTY from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to COUNTY's knowledge and belief, the right to disclose the same.

Article 14 Terminations

14.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to COUNTY specifying the date of termination. On the date of such termination stated in said notice, COUNTY shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG's instruction and shall turn over such Work in accordance with SANBAG's instructions.

14.1.1 COUNTY shall deliver to SANBAG, in accordance with SANBAG's instructions, all Products prepared by COUNTY or its subcontracts or furnished to COUNTY by SANBAG. Upon such delivery, COUNTY may then invoice SANBAG for payment in accordance with the terms hereof.

14.1.2 If COUNTY has fully and completely performed all obligations under this Contract up to the date of termination, COUNTY shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.

14.1.3 COUNTY shall be entitled to receive the actual cost incurred by COUNTY to return COUNTY's equipment, if any, to it or its suppliers' premises, or to turn over work in progress and products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause. In the event COUNTY shall file a petition in bankruptcy or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against COUNTY or a receiver shall be appointed on account of its solvency, or if COUNTY shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct)

such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to COUNTY; (b) stop any services of COUNTY or its subcontractors related to such failure until such failure is remedied; and/or c) terminate this Contract by written notice to COUNTY specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of COUNTY shall not be considered to be a waiver of any subsequent default of COUNTY, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination COUNTY shall deliver to SANBAG all finished and unfinished Products prepared by COUNTY or its subcontractors or furnished to COUNTY by SANBAG.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall COUNTY be entitled to any prospective profits or any damages because of such termination.

Article 15 Indemnity

COUNTY agrees to indemnify, hold harmless, and defend SANBAG and their officers, employees (past and present), agents, and representatives from and against:

15.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by COUNTY in connection with performance of Services; and

15.2 All claims, actions, losses, damages, and/or liability arising from COUNTY's acts errors or omissions and for any costs or expenses incurred by SANBAG on account of any claim therefore, except where such indemnification is prohibited by law.

Article 16 Independent Contractor

COUNTY is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by COUNTY shall be done and performed by COUNTY under the sole supervision, direction and control of COUNTY. SANBAG shall rely on COUNTY for results only, and shall have no right at any time to direct or supervise COUNTY or COUNTY's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by COUNTY pursuant to this Contract, and all representatives of COUNTY, shall be and remain the employees or agents of COUNTY or of COUNTY's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

Article 17 Communications and Notices

17.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 26. A change in address may be made by notifying the other party in writing.

For COUNTY:

Name: Robert McKernan
Address: 2024 Orange Tree Lane, Redlands, cA

Attn:
Phone: (909)307-2669
Fax:

For SANBAG:

Name: San Bernardino Associated Governments
Address: 1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410
Attn: Ty Schuiling
Phone: (909) 884-8276
Fax: (909) 885-4407

17.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's Contract number.

Article 18 Disputes

18.1 In the event any dispute arises between the parties hereto under or in connection with this Contact (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If COUNTY does not agree with the decision, then COUNTY shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to COUNTY, then such appeal shall be decided by a court of competent jurisdiction.

18.2 During resolution of the dispute, COUNTY shall proceed with performance of this Contract with due diligence.

Article 19 Assignment

COUNTY shall not assign this Contract wholly or in Part, voluntarily, by operation

of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

Article 20 Amendments

This Contract may only be changed by an amendment duly executed by COUNTY and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by COUNTY and SANBAG's Contract Manager or other duly authorized representative.

Article 21 Entire Document

21.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.

21.2 No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and COUNTY hereby stipulates that it has not relied, and will not rely, on same.

21.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

County of San Bernardino

By: _____

Date: _____

San Bernardino Associated Governments

By: _____
Dennis Hansberger, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
Legal Counsel

ATTACHMENT A
SCOPE OF SERVICES

THE BASIC STRATEGY

The objective is to develop biological resource GIS data layers of sufficient quality to allow for long term conservation planning in conjunction with long-range estimates on future growth, anticipated land use changes, and infrastructure development. The strategy for developing the biological resource data layers is as follows: Refine the target area and define the target species list. Identify the existing and pertinent data sets. Obtain and compile the data in the appropriate GIS data layers and formats. Supplement the data sets with limited field work in areas where resource information is low or lacking. Perform limited analyses of existing Valley Plan habitat/fitness relationships for some target species or target species assemblages. Coordinate with SANBAG GIS group or their agent for the final biological resource layers and GIS product. Spread the effort (and cost) over three years to minimize annual expenditures. The individual components of the proposed strategic approach are discussed below.

TARGET SPECIES

The target species for the GIS biological resource layers have yet to be identified. Potential screening factors that might be useful could include federal and state listed or proposed threatened and endangered species. A second level filter could reasonablely include state sensitive and species of special concern, along with federal "C1" candidates. A third level filter should include species having no federal or state status, but for which there is sufficient information to suspect they could be advanced to endangered, threatened, and/or sensitive status in the future. All relevant plant and animal species should be considered in formulating the target species list. A rough estimate of the number of target species, based on previous conservation efforts in the San Bernardino Valley, might range from eighty to one hundred species of plants and animals combined.

COLLECTIONS RECORDS

Currently existing biological point and polygon data will constitute a large majority of the data used to populate the geospatial data layers. Collections records and field study reports constitute the majority of the available biological resource point data. Sources for these data include, but are not necessarily limited to SBCM accession records, SBCM field study point data, credible COUNTY reports, collections data from the Museum of Vertebrate Zoology and the Los Angeles County Natural History Museum, the California Natural Diversity Data Base (NDDB), U.S. Fish and Wildlife (FWS) species account coverages for threatened and endangered species, and FWS coverages for critical habitat. Nearly all of these data sources are obtainable without cost to the user. However, significant staff time will be encumbered to search and consolidate data from the disparate sources, integrate the different data formats, convert field and provenience data to geographical coordinates, update accession records, etcetera.

The largest amount of biological resource data resides with SBCM. The biological

data come from the now defunct Valley Plan MSHCP, other SBCM field studies, SBCM specimen collections, and unaccessioned but already collected biological material.

Significant data contributions can be obtained from the collections of other museums, including but not limited to The Museum of Vertebrate Zoology at Berkeley, and the Los Angeles County Natural History Museum.

The California NDDB is a third source for data. The NDDB has limitations. The data are based on observations, not specimens, and therefor rely on correct species identification in the field by individuals with varying degrees of skill. Though most NDDB observations no doubt are made by qualified individuals, unusual location records may require verification. Lastly, NDDB records are compiled from compliance surveys presaging land use changes, so an unknown number of the NDDB biological records may no longer be relevant. Despite the anticipated weaknesses, the NDDB does contain a potentially significant amount of useful biological resource mapping data.

The FWS Species Accounts are compiled and distributed by the Carlsbad FWS Field Office. The accounts are compiled from reports submitted to FWS by the bio-consulting industries in compliance with FWS 10a permits to survey for federally threatened and endangered species. Data in the species accounts are not complete in that they are restricted to species' detections during protocol surveys and do not include incidental observations of threatened and listed species. This small short coming of the FWS species accounts will be offset by SBCM observations, probably the largest source of incidental observations of threatened and endangered species in the target area.

The FWS Carlsbad Field Office also compiles, maintains, and distributes GIS Critical Habitat data layers. Critical Habitat data layers are kept current and accurate for those species with approved critical habitat designations. Species for which Critical Habitat has not officially been designated are not available.

Other potential point data sources are available in the form of COUNTY reports for small and large projects (the upper Santa River Conservation Plan or Fontana HCP for example). The point data from these reports will require more effort to convert to a GIS data layer and may or may not offer significant additions to the biological resource data layers. The use of these reports will be evaluated on a case by case basis using a cost/benefit approach to determine the amount of new and/or important data they can contribute versus the cost (effort) needed to reformat the data.

UNPROCESSED COLLECTIONS DATA

SBCM presently has a back log of material pertinent to mapping the biological resources in the target area. The backlogged materials are composed of approximately 2000 individual herptile, small mammal, and avian specimens, the majority of which are small mammals. These unprocessed specimens embody significant and current biological resource distribution and abundance data. In short, they are a large set of recent specimen based field records, already collected, but in an unprocessed format. The number of specimens and their collection locations relative to the target area should be a significant contribution to the biological resource data layer mapping effort.

SUPPLEMENTAL FIELD WORK

Existing data may not be found for the entire target area. Areas with vague or limited biological information may or may not require limited field sampling. We anticipate that some data may be lacking for portions of the high desert that fall within the target area. We also expect that some locations within the target area may require closer scrutiny due the biological sensitivity of the location and/or compliance considerations. In short, field sampling on a limited basis may be required, depending on the inferences that can be drawn from the existing data and the sensitivity of the area.

SUPPLEMENTAL ANALYSES

Life history/habitat data sets for herptiles, mammals, and birds currently exist from the now defunct Valley Plan. For target species with little to no available life history/habitat information, analyses of the existing information from the Valley Plan, at least to a limited degree, could be useful in determining which habitat type or sub-type is best preserved for a particular species or suite of species. Supplemental analysis of existing life history/habitat data are minor and ancillary to the proposed project. The primary effort of the proposed project necessarily and correctly focuses on the consolidation and compilation of existing biological resource data. Nevertheless, a limited analysis of pertinent data could accomplish several objectives. First, it could yield sufficient information on habitat/fitness or life history relationships, thereby enabling a legitimate means of defining habitat quality for some species or suite of species. Many species occur in varying habitat gradations, habitat preservation usually conflicts with other land uses, and habitats available for preservation are limited. These three facts inevitably result in conflicting decisions over which areas of habitat ought to be preserved and the basis for the decision(s). A partial analysis of the existing species and habitat data could yield useful tools to define which habitat areas ought to be preserved. Second, adaptive management plans are not necessarily within the scope of the biological resource mapping, but will likely become a compliance issue that soon follows. Successful adaptive management plans depend to a large degree on refining the understanding of the life history and habitat associations of specific species or suites of species. Attempts to develop adaptive management plans are typically initiated after land use decisions have been made. This approach inevitably diminishes the options for developing successfully adaptive management plans and frequently contributes to land use controversies. Utilizing the existing data, to the extent possible, before or concomitant with the land use decisions will result in better decisions and create more options for developing successful adaptive management plans in the future.

STAFF COORDINATION

The role for SBCM is to identify and compile biological resource data in a format appropriate for GIS data layers. SBCM will be working closely with the SANBAG GIS staff or their agent to produce the final GIS data layers and maps. A successful product will rely on close communication and coordination between the museum and the GIS group.

COMMENTS

Costs are difficult to estimate for many components of the budget estimate, so the budget must be flexible. For example, data from disparate sources have disparate formats. Some data sets will need little manipulation to convert to the desired geospatial format, some will require a disproportionate amount of manipulation. For another example, the amount of field work needed to fill in missing data gaps should be minimal, but cannot be accurately determined until well into the process. Small adjustments will likely be necessary and are anticipated. The budget costs were estimated with these and other contingencies in mind and, equally as important, to deliver the final product within the budget estimates.

Cost Estimate for Biological Mapping by the San Bernardino County Museum

COLLECTION RECORDS				3-Year Project Costs	Project Costs by Task	Project Hours	Project Hrs. by Task	YEAR 1	hr. est.
SBCM Record Sources	hours	mileage	rate/hr						
SBCM accession records & field reports	1700		$53	$90,100.00	$90,100.00	1700		$30,033.33	566.7
Other Records Sources									
MVZ	320		$53	$16,960.00		300		$22,746.67	426.7
NDDB				$400.00					
NDDB	320		$53	$16,960.00		300			
LACM	320		$53	$16,960.00		300			
FWS E/T and CH accounts	320		$53	$16,960.00	$68,240.00	300	2900.0		
UNPROCESSED COLLECTIONS DATA									
Herps, Mammals, Avian material	1800		$53	$95,400.00		1800		$31,800.00	600.0
S&S: Prep work				$3,000.00	$98,400.00		1800.0	$1,000.00	
SUPPLEMENTAL FIELD WORK									
Admin costs (12%)	1200		$53	$63,600.00		1200		$21,200.00	400.0
Mileage		27000	$0.42	$11,340.00				$3,780.00	
S&S: Field work				$3,000.00	$77,940.00		1200.0	$1,000.00	
STAFF COORDINATION									
Admin costs (12%)				$35,824.80				$11,957.60	
Senior Staff	320		$75	$24,000.00		160		$8,000.00	106.7
Bio Staff GIS Coord.	400		$53	$21,200.00	$81,024.80	400	560.0	$7,066.67	133.3
TOTALS				**$415,704.80**	$415,704.80	6460	6460	**$138,584.27**	2233.3
FTE						3.11			1.07

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **24**

Date: July 5, 2006

Subject: Funding Agreement with the Mobile Source Air Pollution Reduction Review Committee (MSRC) for the implementation of two new Freeway Service Patrol (FSP) Beats.

Recommendation:* Execute Contract No. C07021 between SANBAG and the MSRC, to receive MSRC funding for the implementation of two new FSP Beats.

Background: The San Bernardino FSP Program began full time service in January 2006 with the implementation of service in four areas within the valley portion of the County. FSP is a roving team of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. FSP programs have demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, traffic delay, fuel consumption, vehicular emissions and secondary accidents. Within the first six months of operation, FSP Program has assisted more than 9,000 motorists, which includes approximately:

- 500 motorists with over-heated vehicles,
- 600 motorists involved in an accident, and
- 1,500 motorists with a flat tire.

In October 2006, $3.95 million dollars of MSRC Clean Transportation Funding for FSP projects became available for the four county transportation commissions

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0607a-mcm.doc
Attachment: C07021.doc

located within the South Coast Air Basin. An application for MSRC funding for the implementation of two new FSP Beats was submitted to the MSRC in April 2006. The application was subsequently approved and $804,240 in MSRC funding has been allocated for new or expanded FSP service within the valley portion of San Bernardino County.

At this time Staff recommends that the new MSRC funding be used to offset tow service provider expenses associated with the remaining two beats not yet implemented. One of the two new Beats is State Route (SR) 60 beginning at Reservoir Street (Los Angeles County Line) and ending at Milliken Avenue in Rancho Cucamonga. It is approximately 9.96 miles in length. The other beat is roughly 6.79 miles in length and will begin at Interstate (I) 215 at Center Street (Riverside County Line) and end at 2nd Street in San Bernardino. Once implemented, the four existing beats and the two new beats will satisfy the commitment to the FSP service made possible by the existing State funding program.

In order to proceed with this project, the Agency must execute an agreement with the MSRC in order to receive this one-time grant funding. Please refer to the attached Statement of Work for this project, which also contains terms and conditions for receipt of funding as established by the MSRC.

Financial Impact: Funds for this task have been budgeted in Task Number 70407000 in the FY 2006/2007 Budget. The total eligible project costs are $1,072,320, of which SANBAG will be allocated $804,240 (75%) in funding from the MSRC, matched with $268,080 (25%) in funding from the State already allocated for FSP.

Reviewed By: Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for Discussion. The Agreement has been reviewed as to form by SANBAG County Counsel.

Responsible Staff: Kelly Lynn, Air Quality/Mobility Program Manager

BRD0607a-mcm.doc
Attachment: C07021.doc

SANBAG Contract No. C07021

by and between

San Bernardino Associated Goventments

and

Mobile Source Air Pollution Reduction Review Committee (MSRC)

for

Implementation of two new FSP beats

FOR ACCOUNTING PURPOSES ONLY

☐ Payable ☒ Receivable — Vendor Contract # _____

Retention: ☐ Yes ☒ No

☒ Original ☐ Amendment

Notes:

Original Contract:	$ 804,240	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
		Current Amendment:	$ _____
Contingency Amount:	$ _____	Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 804,240

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 7040700	5533	1 MSRC	$ 804,240
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____
4 _____	_____	4 _____	$ _____

Original Board Approved Contract Date: 7/5/06 Contract Start: 7/5/06 Contract End: 2/28/10

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09
$ 289,170	$ 289,170	$ 225,900

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes _____%

Task Manager: **Michelle Kirkhoff**

Contract Manager: **Maria Modell**

Task Manager Signature — Date

Contract Manager Signature — Date 6/15/06

Chief Financial Officer Signature — Date 6/15/06

Filename: C07021.doc
Form 28 07/05

AQMD

MSRC
Mobile Source Air Pollution Reduction Review Committee

South Coast Air Quality Management District

CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 East Copley Drive, Diamond Bar, California 91765, and SANBAG (hereinafter referred to as "CONTRACTOR") whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410.

2. RECITALS
   A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
   B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
   C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
   D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Work Statement, expressly incorporated herein by this reference and made a part hereof of this Contract. CONTRACTOR warrants that it is well qualified, experienced, and has the expertise to provide such services on the terms set forth here.

3. DMV FEES - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.

4. AUDIT - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole

remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. CONTRACTOR's BID PROCESS - CONTRACTOR shall provide AQMD with CONTRACTOR's bid process and documentation if a bid process is required to expend the funds provided to CONTRACTOR under the terms of this Contract.

6. CO-FUNDING
   A. CONTRACTOR shall provide co-funding in the amount of Two Hundred Sixty Eight Thousand and Eighty Dollars ($268,080) for this project. If CONTRACTOR fails to provide this co-funding, then AQMD reserves the right to renegotiate this Contract.
   B. If CONTRACTOR fails to obtain funding in the amount(s) referenced above, then AQMD reserves the right to renegotiate or terminate this Contract.

7. SERVICES - CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the services described herein.

8. REPORTING
   A. PROGRESS REPORTS - CONTRACTOR shall submit progress reports to AQMD within fifteen (15) days of the end of the reporting period which shall be on a quarterly basis beginning three months after the date this Contract is signed by both parties. Such reports shall detail: 1) work performed during the current reporting period; 2) work planned for the next reporting period; 3) problems identified, solved, and/or unresolved; 4) the percentage of each task completed; 5) delays in meeting the project schedule with an explanation including a description of what steps will be taken to complete the project on time; and 6) a cost breakdown by cost category for each task showing both the amount of AB 2766 funds expended and co-funding expended for the reporting period and the cumulative period to date. Progress reports that do not comply will be returned to CONTRACTOR as inadequate. Under this policy, failure to submit progress reports within the allotted time may be considered a material breach and subject the Contract to termination.
      1. If CONTRACTOR fails to submit progress reports as required by the Contract, the following shall occur: If after seven (7) days past the progress report due date CONTRACTOR fails to submit progress reports, MSRC Contract staff will notify CONTRACTOR in writing of the delinquency and request that the progress report be submitted within seven (7) days of the written notice.
      2. For Monthly Reports: If CONTRACTOR fails to submit a progress report for the second consecutive month, the MSRC Contract Administrator shall send a second written notice indicating that two previous progress reports are due and that they must be submitted within fifteen (15) days. If CONTRACTOR fails to provide a report for a third consecutive month, AQMD's Procurement Manager shall provide written notice to CONTRACTOR to cure the delinquency within fifteen (15) days of the notice or be subject to termination within thirty (30) days.
      3. For Quarterly Reports: If CONTRACTOR fails to submit a progress report, the MSRC Contract Administrator shall send a written notice indicating that the progress report is due and that it must be submitted within fifteen (15) days. If CONTRACTOR does not respond within the allotted time, AQMD's Procurement Manager shall provide written notice to

CONTRACTOR to cure the delinquency within fifteen (15) days of the notice or be subject to termination within thirty (30) days.

4. If CONTRACTOR has a history of non-consecutive (three or more occasions) delinquent progress reports, this may be considered a material breach of the Contract and be grounds for immediate termination of the Contract. For example, if progress reports are submitted in such an inconsistent and sporadic fashion as to indicate a lack of compliance with this Contract provision (e.g., progress report submitted one month, skipping several months thereafter).
5. If a contract is terminated as a result of this policy, the direct contractor involved will not be eligible to apply for AB 2766 Discretionary Funds for two programs years.

B. FINAL REPORT - CONTRACTOR shall provide AQMD with a comprehensive final report prior to the end of the Contract term. The final report shall be subject to review by the MSRC and approval by AQMD. One letter-size paper copy and one electronic version in Microsoft Word format shall be provided to AQMD. The final report shall be complete and include illustrations and graphs, as appropriate, to document the work performed and the results thereof under this Contract. The final report will also contain, in detail, the reduction of mobile source air pollution emissions resulting from the project's implementation.

9. TERM - The term of this Contract is for Forty Four (44) months from the date of execution by both parties, unless terminated earlier as provided for in Paragraph 10 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.

10. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Work Statement, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Paragraph 15 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.

11. INSURANCE Prior to the start of this Contract, CONTRACTOR shall furnish evidence of workers' compensation insurance in accordance with California statutory requirements and liability insurance with a combined single limit (general and automotive) of One Million Dollars ($1,000,000). CONTRACTOR shall maintain such coverage during the term of this Contract and any extensions thereof. AQMD shall be named as an additional insured on such liability policy and thirty (30) days written notice of modification of any such insurance shall be given by CONTRACTOR to AQMD. Such modification is subject to preapproval by AQMD. If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional

insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR.

12. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

13. PAYMENT
    A. AQMD shall reimburse CONTRACTOR up to a total amount of Eight Hundred Four Thousand Two Hundred and Forty Dollars ($804,240) in accordance with Attachment 2 - Cost Schedule, expressly incorporated herein by this reference and made a part hereof of this Contract. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR, referencing the task completed or a percent of work accomplished and detailing line item expenditures as listed in Attachment 2, Costs by Category, and the amount of charge claimed.
    B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:

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

    C. AQMD'S payment of invoices shall be subject to the following limitations and requirements:
       1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR) in excess of Two Hundred and Fifty Dollars ($250).
       2. CONTRACTOR'S failure to provide receipts shall be grounds for AQMD'S non-reimbursement of such charges. AQMD may reduce payments on invoices by those charges for which receipts were not provided.
    D. AQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 - Cost Schedule of this Contract or pre-authorized by AQMD in writing.

14. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
    A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
    B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective

credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

15. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District
21865 E. Copley Drive
Diamond Bar, CA 91765
Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Michelle Kirkhoff, Director of Air Quality/Mobility Programs

16. EMPLOYEES OF CONTRACTOR

A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.

B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.

C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.

D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

17. PUBLICATION

A. Information, data, documents, or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD'S public. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Contract.

"This report was prepared as a result of work sponsored by the Mobile Source Air Pollution Reduction Review Committee (MSRC). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."

B. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above publication terms.

C. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.

18. OWNERSHIP - Title and full ownership rights to any products purchased or developed under this Contract shall at all times remain with CONTRACTOR. CONTRACTOR shall also retain title and full ownership rights to any documents or reports developed under this Contract. All of the above shall be subject to the following limitations:

A. PATENT RIGHTS - CONTRACTOR shall have patent rights, as well as title and full ownership rights, for invention(s) developed under this Contract, subject to AQMD retaining a no-cost, nonexclusive, nontransferable, irrevocable license to use or test such invention(s) for AQMD purposes. CONTRACTOR must obtain agreements to effectuate this clause with all persons or entities obtaining an ownership interest in the patented subject invention(s). Previously documented (whether patented or unpatented under the patent laws of the United States, 35 U.S.C. 1 et seq., or any foreign country) inventions are exempt from this provision. CONTRACTOR shall submit a written report to AQMD'S Agent disclosing each subject invention and specifying patents applied for, patents issued, and patent application(s) abandoned and/or cosponsored participants on subject invention(s).

B. RIGHTS OF TECHNICAL DATA - AQMD shall have unlimited right to use technical data resulting from performance of CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.

C. COPYRIGHT - CONTRACTOR agrees to grant AQMD a royalty free, nonexclusive, irrevocable, nontransferable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

D. SOFTWARE RIGHTS - CONTRACTOR agrees to grant AQMD a worldwide, royalty free, nonexclusive, irrevocable, nontransferable license in perpetuity to use any software developed by CONTRACTOR in performing its obligations under this Contract. CONTRACTOR further agrees to obtain the rights required from any third party for AQMD to have a worldwide, royalty free, nonexclusive, irrevocable license in perpetuity to use any other software essential to performance of CONTRACTOR'S obligations under this Contract or necessary to the operation of the software developed by CONTRACTOR. CONTRACTOR shall provide AQMD with documentation confirming CONTRACTOR'S right to assign the use of such software. CONTRACTOR shall also provide AQMD with all documentation and manuals required to operate the software developed by it or third parties.

E. CONTRACTOR'S INSOLVENCY OR BANKRUPTCY, or PROJECT'S DISCONTINUATION - CONTRACTOR agrees that in the event that CONTRACTOR becomes insolvent or files for bankruptcy during the term of the Contract or does not complete the intent of the project, title to goods, services software, and equipment purchased for the performance of this Contract with AB 2766 Discretionary Funds shall revert to the AQMD. Public agencies and schools are exempt from this clause.

19. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal

Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this paragraph and shall include in each such subcontract language similar to this paragraph.

20. SOLICITATION OF EMPLOYEES - CONTRACTOR expressly agrees that CONTRACTOR shall not, during the term of this Contract, nor for a period of six months after termination, solicit for employment, whether as an employee or independent contractor, any person who is or has been employed by AQMD during the term of this Contract without the consent of AQMD.

21. PROPERTY AND SECURITY - Without limiting CONTRACTOR'S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by AQMD for access to and activity in and around AQMD'S premises.

22. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

23. NON-EFFECT OF WAIVER – CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

24. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

25. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.

26. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

27. HEADINGS - Headings on the paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

28. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

29. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.

30. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.

31. APPROVAL OF SUBCONTRACT
    A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
    B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
    C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

32. MEMORANDA OF UNDERSTANDING (MOUs)/TEAMING AGREEMENTS – If an MOU or Teaming Agreement is required to perform the tasks set forth in Attachment 1, Work Statement, CONTRACTOR shall provide the MSRC Contracts Administrator with a copy of the fully executed MOU or Teaming Agreement prior to initiating any contract work. Notwithstanding Paragraph 30, CONTRACTOR will not receive any payment until the fully executed copy of the MOU or Teaming Agreement is received by AQMD.

33. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. Requests to expend funds above the Contract value stated in Paragraph 13A must be approved prior to the expenditure of additional funds. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.

34. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

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

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT SAN BERNARDINO ASSOCIATED GOVERNMENTS

By:_____ By:_____
Norma J. Glover, Chairman of the Board

Date: _____ _____
Date:_____

ATTEST:
Jackie Dix, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Barbara Baird, District Counsel

By: _____

MSRCBoilerplate06/22/2006

Attachment 1 – Statement of Work
San Bernardino Associated Governments
Hereinafter Referred to as CONTRACTOR
MSRC Contract No. _____/SANBAG Contract No. C07021

Project Description
The purpose of this contract is to stimulate the deployment of new or expanded Freeway Service Patrols within the jurisdiction of the South Coast Air Quality Management District (South Coast AQMD). Freeway Service Patrols are designed to relieve peak-period non-recurring congestion on freeways through the quick detection, verification, and removal of accidents and other freeway incidents. Using funds provided by the South Coast AQMD, on behalf of the Mobile Source Air Pollution Reduction Review Committee (MSRC), CONTRACTOR shall develop and implement two new Freeway Service Patrol beats on State Route 60 and Interstate 215.

Statement of Work

This project consists of three tasks as described below:
Task I – Development and Preparation

CONTRACTOR shall develop a Freeway Service Patrol (FSP) program as specified below, including but not limited to: a) securing a Tow Service Operator for the specific beats.

Satisfaction of the following minimum requirements is mandated:

A. Location

The portion of State Route (SR) 60 and Interstate (I) 215 in San Bernardino County, California; SR-60 between Reservoir Street (Los Angeles County Line) and Milliken Avenue in Rancho Cucamonga. I-215 between Center Street (Riverside County Line) and 2nd Street in San Bernardino.

B. Days and Hours of Operation

FSP service will be implemented within the following operational limits:

- At least 90% of service shall occur Monday through Friday;
- Service shall be provided a minimum of 252 days per year;
- On those days when service is provided, service shall be provided at least seven hours per day during peak travel periods (peak travel periods are defined from 5:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 7:00 p.m.); and
- A minimum of two FSP vehicles per beat shall be in operation during service hours.

C. Services

Quick detection, verification, and removal of accidents and other freeway incidents.

Task I Deliverables:

- Tow Service Operator agreement(s)

CONTRACTOR shall notify the MSRC Contracts Administrator when the task has been completed, and provide copies of the Task I deliverables upon request.

Task II – Implementation of FSP

CONTRACTOR shall ensure that FSP services are provided as described in Task I above.

Task II Deliverables:

- Fully operational program with accurate records showing that FSP program is being implemented as specified.

Task III - Monitoring, Documentation, and Reporting

Quarterly Reports: Prior to program implementation (Task II), CONTRACTOR shall report on a quarterly basis the progress made toward program implementation. Once program implementation has commenced, CONTRACTOR shall provide a quarterly accounting of:

- Number of FSP beats implemented during reporting period;
- Centerline miles for each beat implemented during reporting period;
- Average number of tow trucks deployed for each beat;
- Total number of service hours per beat for the reporting period;
- Total number of motorist assists per beat for the reporting period; and
- Average number of motorist assists per truck-hour per beat for the reporting period.

Quarterly reports shall also provide: preliminary findings and recommendations for completion of contract; discussion of any project delays or problems and solutions; and summary and analysis of project results to date. Progress Reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: Prior to the completion of the program, CONTRACTOR shall prepare a final report in the format provided by MSRC staff that summarizes actions taken to develop the program, identifies any obstacles and their solutions, discusses the successes of various administrative techniques or procedures, and quantifies the overall emission reduction benefits of the project.

Task III Deliverables:

- Final Report

CONTRACTOR shall submit Task III deliverables to MSRC for review.

Attachment 1 – Statement of Work
Project Schedule
San Bernardino Associated Governments
Hereinafter Referred to as CONTRACTOR
Contract No. _____

Project Schedule (based on date of contract execution)

The following are obligations of CONTRACTOR under the terms of this contract:

	Completion
Task I – Development and Preparation	Month 6
Task II – Implementation of FSP	Month 42
Task III – Monitoring, Documentation and Reporting	Month 44
Progress reports	Quarterly through completion of project

In the event the CONTRACTOR files for bankruptcy or becomes insolvent or discontinues this project, the following items revert to the AQMD for disposition into the AB 2766 Discretionary Fund account:

none

Attachment 2 – Cost Schedule
San Bernardino Associated Governments
Hereinafter Referred to as CONTRACTOR
Contract No. _____

The following table shows maximum MSRC costs as well as co-funded costs by task:

PROJECT COSTS BY TASK	Maximum MSRC Costs	Co-Funding	Total Project Costs
Task I – Development and Preparation	$0	$0	$0
Task II – Implementation of FSP			
Tow Service Operator – towing (MSRC portion of cost shall be 75% of the actual cost with MSRC's portion not to exceed $50 per hour)	$804,240	$268,080	$1,072,320
Task III – Monitoring, Documentation and Reporting	$0	$0	$0
Totals	**$804,240**	**$268,080**	**$1,072,320**

Once implementation costs are incurred, CONTRACTOR shall submit invoices on a quarterly basis in conjunction with the progress reports specified in Task III, so that invoices are supported by an accounting of the service provided. CONTRACTOR shall also include copies of invoices from tow operator(s) and CHP or such other documentation as will substantiate actual costs. CONTRACTOR shall be reimbursed up to the total amount stated above.

Attachment 3 - Supporting Documents
San Bernardino Associated Governments
Hereinafter Referred to as CONTRACTOR
Contract No. _____

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

1. Certificate of Insurance

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 25

Date: July 5, 2006

Subject: Local Agency Project Advancement Agreement

Recommendation:* Approve Project Advancement Cooperative Agreement C07022 with the City of Chino Hills for the Widening of Peyton Drive from Grand Avenue to Chino Hills Parkway

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the Board in December 2005 (Attachment 1). A model interagency agreement to implement the program was approved by the Board in April 2005.

The City of Chino Hills has approved the attached Cooperative Agreement for the Widening of Peyton Drive from Grand Avenue to Chino Hills Parkway and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to $8,202,776 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Financial Impact: The agreement commits the Authority to reimbursement of up to $8,202,776 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0607b-abz
Attachments: brd0512a-ty; C07022
0660110

Reviewed By: Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

brd0607b-abz
Attachments: brd0512a-ty; C07022
0660110

SANBAG Contract No. C07022

by and between

San Bernardino County Transportation Authority

and

City of Chino HIlls

for

Peyton Drive Widening from Grand Avanue to Chino HIlls Parkway

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable — Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract:	$ 8,202,776	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ 8,202,776

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 TBD - see note above	_____	1 _____	$ _____
2 _____	_____	2 _____	$ _____
3 _____	_____	3 _____	$ _____
4 _____	_____	4 _____	$ _____

Original Board Approved Contract Date: 7/5/06 Contract Start: 7/5/2006 Contract End: TBD

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: TBD - see note above	Fiscal Year: _____	Fiscal Year: _____
$ _____	$ _____	$ _____

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes _____%

Task Manager: **Ty Schuiling**	Contract Manager: **Andrea Zureick**
Task Manager Signature — Date 6/23/06	Contract Manager Signature — Date 6/23/06
Chief Financial Officer Signature — Date 6/23/06	

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: December 7, 2005

Subject: Project Advancement

Recommendation:* 1) Approve project criteria and project advancement strategy as described below.

2) Direct staff to develop a model interagency agreement for reimbursement of eligible costs pursuant to a schedule to be defined as part of the Measure I 2010-2040 Strategic Plan for projects advanced by member agencies with local (non-SANBAG) funds.

Background: Strategies to advance SANBAG Nexus Study (in the rural areas, Measure I 2010-2040 Expenditure Plan) interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues were discussed by the Plans and Programs Policy Committee in September and October, 2005. Issues discussed included project prioritization, interjurisdictional equity, impact on access to funds for future projects, and the need to avoid impact to SANBAG's future bonding capacity and costs.

The committee first directed staff to prepare an inventory of eligible projects that member jurisdictions would advance with local funds if provision were made for reimbursement out of a portion of the Measure I 2010-2040 Expenditure Plan revenues as they become available.

Eligibility criteria are as follows:

1. Project must be a freeway interchange, major street, or railroad grade separation project included in SANBAG Nexus Study if in the urban Valley or Victor Valley areas, or have been included in the freeway interchange,

*

Approved Consent	*Approved* *Board of Directors* *Date:* December 7, 2005 *Moved:* Pomierski *Second:* Gilbreath *In Favor:* 22 *Opposed:* 0 *Abstained:* 0 *Witnessed:* Anna Aldana

Attachment 1

major street, or railroad grade separation project lists used to formulate the Measure I 2010-2040 Expenditure Plan if located in the non-urban areas of the county.

2. Project must be ready to go to construction on or before January 1, 2008.
3. Project must be fully funded through construction with local or other resources not provided by SANBAG.

Eight of the 25 member jurisdictions responded with project submittals. These included $179 million in projects eligible for Measure I 2010-2040 Valley Arterial Program (including grade separation) funds, $166 million in projects eligible for Measure I 2010-2040 Valley Interchange Program funds, and $40 million in projects eligible for Measure I 2010-2040 Victor Valley Major Local Projects funds.

Of these total costs, the net reimbursable shares after development fair share contributions and federal earmarks are subtracted are:

- Valley Measure I Freeway Interchange Program: $107M, which would require 18 years for repayment if 40% of revenues were dedicated to reimbursement
- Valley Measure I Major Street Program: $96M, which would require 10 years for repayment if 40% of revenues were dedicated to reimbursement
- Victor Valley Measure I Major Local Projects Program: $16.2M, which would require 7 years for repayment if 40% of revenues were dedicated to reimbursement

These calculations assume that reimbursement includes no interest. It was noted that inclusion of interest would (depending on the rate) substantially increase the proportion of the program Measure I funds dedicated to reimbursement, further extend the period of repayment, and would certainly affect the ability to fund other projects. The length of time required to reimburse project sponsors would be reduced by reducing the number and cost of projects, or by dedicating a larger share of revenues to reimbursement.

However, the potential impact of a reimbursement process of this magnitude and duration on the ability to "frontload" another program (as Metrolink was frontloaded in the current Measure I) is a major concern. Frontloading requires dedication of early revenues from one or more programs to another, with repayment to the donor program(s) in later years. Determination of the need or desirability of such frontloading for one or more programs is among the objectives of the Measure I 2010-2040 Strategic Plan, and it was recognized that a

decision to proceed with an advancement program of this magnitude with a pre-determined reimbursement schedule could foreclose Strategic Plan options otherwise available to the Board of Directors.

Consequently, the Committee directed staff to develop a revised inventory of projects that member jurisdictions would advance with local funds despite an understanding that the reimbursement rate and schedule would only be determined through the Measure I 2010-2040 Strategic Plan development process, thereby preserving a broader range of options for consideration by the Board of Directors. The inventory is Attachment A. A reduction in the list of candidate Valley Major Street projects is the only change from the previous inventory.

Project advancement strategy
Staff recommends approval of an advancement strategy for projects that meet the criteria listed above, and which local governments are willing to advance with local funds (funds not allocated by SANBAG) with the understanding that the timing of reimbursement of the eligible share of project cost will be determined as part of the Measure I 2010-2040 Strategic Plan.

Staff further recommends development of interagency agreements to be executed by SANBAG and project sponsors through which member agencies will agree to meeting the project eligibility criteria and SANBAG will commit to reimbursement of the eligible share of project cost at such time as is determined through the Measure I 2010-2040 strategic plan. Each such agreement would be subject to approval by the Board of Directors and the governing body of the sponsoring agency.

Financial Impact: This item may increase slightly the scope of the Measure I Strategic Plan, but may remain with the available budget for Fiscal Year 2005-2006. The long-term impact of the project advancement program is expected to be positive in that significant savings in both construction and right-of-way costs may occur through early delivery of these projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 16, 2005.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

brd0512a-ty
0660110

COOPERATIVE AGREEMENT NO. C07022
BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF CHINO HILLS

FOR

PEYTON DRIVE WIDENING FROM GRAND AVENUE TO CHINO HILLS PARKWAY

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Chino Hills (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Peyton Drive widening from Grand Avenue to Chino Hills Parkway (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

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

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to $8,202,776. The SANBAG Nexus Study states an actual cost of $15,167,000. In the event that the project cost is lower, the reimbursement percentage shall apply. In this event, the reimbursement shall be calculated as follows:
    a. Subtract $5,628,888 in Federal Highway Administration High Priority Grant funds from the actual cost, as documented following the procedures outlined in SECTION II below
    b. Multiply the result by the reimbursement percentage (86%, from the SANBAG Development Mitigation Nexus Study, 2005)

    In the event that all or a portion of the Federal Highway Administration grant funds identified above are not available for application to this project, the reimbursement amount shall be recalculated to reflect the change in federal transportation funding. In the event that additional Federal Highway Administration grant funds are applied to this project (in addition to the grant listed above) the reimbursement amount shall be recalculated to reflect the change in federal transportation funding.

    These calculations are based on the principles contained in Chapter 4, Section 4B of the 2005 Congestion Management Program prepared by the San Bernardino County Congestion Management Agency (CMA), adopted by the CMA in November, 2005. The two pertinent principles are:

    - Federal or state appropriations from transportation sources for specific projects will reduce the project costs, not just reduce the required developer mitigation. The percentage share of the remaining project costs allocated to development and other sources will remain the same.

    - Funds generated by local jurisdictions from non-transportation sources (federal, state or other) will be eligible for credit against local fair-share development contributions. In addition, SANBAG may permit the use of transportation dollars (federal or state appropriations) as a credit against local fair-share development contributions on an exception basis, when the local jurisdiction shows that such transportation dollars are net "new" dollars to the regional transportation system.

2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.

2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.

3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.

4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.

5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the

date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Chino Hills.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $8,202,776 (as adjusted based on the availability of federal transportation funding as described in SECTION I) or the amount based on actual cost as derived in SECTION I, whichever is less.

2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.

3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.

4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.

5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.

6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

San Bernardino County
Transportation Authority

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

City of Chino Hills

By: _____
Ed M. Graham
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Brad Wohlenberg
Assistant City Attorney

Date: _____

Project Specific Work Activities

The project specific work activities for Peyton Drive are as follows.

- Widening of Peyton Drive to six lanes, with a raised landscaped median and shoulders, from Grand Avenue to Eucalyptus Avenue.
- Widening of Peyton Drive to four lanes, with raised landscaped median and shoulders, from Eucalyptus Avenue to Chino Hills Parkway.
- English Creek improvements at Peyton Drive consisting of the installation of a box culvert and stream improvements to mitigate the flooding of Peyton Drive.
- Storm drain system to drain Peyton Drive.
- Intersection improvements, including traffic signal installation or modification, at Grand Avenue, Main Street, English Road, Bull Dog Way, Eucalyptus Avenue, Morningfield Drive and Chino Hills Parkway (SR-142).
- Associated pedestrian and multi-purpose trail improvements.
- Associated landscaping and irrigation.
- Associated environmental mitigation.
- Acquisition of right-of-way required for the improvements.
- Relocation of utilities.
- Support costs for design, right-of-way acquisition and construction management.

COST ESTIMATE

Item	Anticipated Cost
Design	$ 1,000,000.00
Construction	$ 10,717,000.00
Utility Relocation/Undergrounding	$ 1,500,000.00
Construction Management	$ 950,000.00
Right-of-way Acquisition	$ 2,000,000.00
Total	**$ 15,167,000.00**

City of
Chino Hills

June 20, 2006

Mayor Paul Eaton, Chairperson
Plans & Programs Committee
San Bernardino Associated Governments
472 N. Arrowhead Avenue
San Bernardino, CA 92401-1421

Re: Cooperative Agreement Between the San Bernardino County Transportation Authority and the City of Chino Hills for the Peyton Drive Widening from Grand Avenue to Chino Hills Parkway

Dear Mayor Eaton:

The City of Chino Hills is requesting the support and approval of the San Bernardino Associated Governments (SANBAG) Plans & Programs Policy Committee to enter into a Cooperative Agreement Between the San Bernardino County Transportation Authority and the City of Chino Hills for the Peyton Drive Widening from Grand Avenue to Chino Hills Parkway.

Following passage of Measure I 2010 – 2040, several member agencies expressed a desire to advance construction of projects with local (non-SANBAG) funds if provisions were made for the reimbursement of eligible costs when revenues from Measure I 2010 – 2040 become available (anticipated beginning April 1, 2010). Benefits of this advancement include: use of facility (congestion relief) several years sooner than anticipated; minimizing escalating costs for right-of-way acquisition and construction; and the ability to take advantage of existing low interest rates.

On November 16, 2005, the SANBAG Board of Directors approved a strategy for advanced projects. On April 5, 2006, the Board also approved a model interagency agreement. In order for a City to submit a project for advancement, the project must be included in the SANBAG Nexus study; be under construction by January 1, 2008; and be fully funded by non-SANBAG funds.

The Peyton Drive Widening project meets the above criteria for advancement. It is included in the approved Nexus study; portions of the project are expected to be advertised for construction in the summer of 2006 with the balance of the work being advertised in spring 2007; and the project is fully funded without the use of SANBAG funds.

City Council: *Ed M. Graham* *Curt Hagman* *W.C. "Bill" Kruger* *Gary G. Larson* *Gwenn E. Norton-Perry*
2001 Grand Avenue, Chino Hills, CA 91709 • (909) 364-2600 • FAX (909) 364-2695 • www.chinohills.org

June 20, 2006
Mayor Paul Eaton, Chairperson
Page Two

On June 13, 2006, the City Council of the City of Chino Hills approved the City's participation in a Cooperative Agreement with the San Bernardino County Transportation Authority for Peyton Drive Widening from Grand Avenue to Chino Hills Parkway. It should be noted that the estimated cost of the project has increased since the Nexus Study was approved in 2005. The City of Chino Hills based the calculation for reimbursement on the total project cost identified in the Nexus Study.

The City of Chino Hills has complied with the process developed by SANBAG for advanced projects. The support and approval of the Plans and Programs Committee is greatly appreciated.

Sincerely,

GWENN NORTON-PERRY
MAYOR PRO TEM
CITY OF CHINO HILLS

DOUGLAS N. LA BELLE
CITY MANAGER
CITY OF CHINO HILLS

cc:
Plans & Programs Committee members

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **26**

Date: July 5, 2006

Subject: Measure I 2010-2040 Strategic Plan Workshop on Project Cost Estimates and Revenue Projections

Recommendation:* Receive information.

Background: On May 31, 2006, the Board of Directors held the first of several Measure I 2010-2040 Strategic Plan development workshops to receive information on and lessons learned from past Measure I strategic planning and policy development, and to gain acceptance of substantial increases to project costs that have occurred since Expenditure Plan project data were compiled in 2002 and 2003 as well as more modest increases to Measure I sales tax revenues. Presentations and detailed documentation of changes to both project costs and sales tax revenue forecasts have been presented at past meetings the Plans and Programs Committee, but similar detail was not provided at the workshop because of the breadth of material that was covered during the three hour meeting. At the workshop, Board members requested circulation of the detailed support material through policy committees for further review by Board members and their staff. The material has also been considered by the CTP Technical Advisory Committee. Attachment A is the support material on cost escalation, including the methodology for development of project cost estimates. Attachment B is support material for the revised revenue forecast, including a report by Dr. John Husing and additional information on demographic and economic factors supplied by staff.

*

Approved
Board of Directors
Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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Attachments: brd0605c2-ty; Strategic Plan – Basis of Cost for Major Projects Cajon and Mountain Desert – 060614.doc
0660110

Board members in attendance at the workshop developed written questions for further discussion. These are shown below, accompanied by preliminary responses from staff:

1. ***When do we explore bonding for projects to move up delivery times (and hopefully reduce costs)?*** There are many issues that need to be addressed before bond financing can be considered. The first major issues are the timing and magnitude of the need for construction funds. None of the Valley Major Projects – including I-215 South - will be ready to go to construction until sometime in the next decade. It is the project development and environmental clearance process that comprises the critical path for these projects rather than the availability of construction funding. There is no reason to bond finance if the projects are not ready for construction, and it is difficult as yet to forecast the exact timing of project delivery because of the vagaries of the NEPA process to which all these projects will be subjected. In addition, it would be unwise to incur the cost of bonding if the construction expenditure requirements are projected to not exceed Measure I and other state and federal program funding. That said, the strategic plan is likely to reflect a need for bond financing for projects that are cleared for construction in the next decade because staff believes that several large projects can be made shelf-ready within a few years of one another, and their cost is likely to exceed our ability to pay-as-you-go. These factors will be considered in the analysis of bond financing alternatives presented as part of the strategic plan. Depending on the timing and certainty of the bond financing requirements, hedging strategies will also be analyzed.

2. ***Absent sufficient capital to build the needed infrastructure, will there be social or regulatory controls that lessen traffic in the next decade?*** If transportation system capacity cannot meet transportation demand, it is expected to negatively affect quality of life and economic vitality. Absent wholesale technological change, the resulting congestion will impact environmental quality as well. Absent regulatory controls, travel demand in this case will be "managed" in a de facto sense by the added cost of time lost to congestion. Alternatively, demand could be managed through imposition of time-of-day fees for use of the system during periods of highest demand when capacity is most valuable. The regulation of demand by congestion imposes delay equally, but cost of that delay can vary widely, as in the case of a joy-rider versus an emergency response vehicle.

3. ***Do we need further clarification on adjustment of developer mitigation/nexus fees and possible increases for municipalities to impose?*** Annual adjustments to development contributions to keep pace with escalation or de-escalation of project costs are a requirement of fair-share development mitigation programs. In the long term, if project costs escalate faster than revenues, a challenge to be addressed through the Strategic Plan is maintenance of adequate public match on projects for which development contributions have been collected. This could appropriately be accomplished through state and federal transportation funding levels that are better aligned with need.

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Attachments: brd0605c2-ty; Strategic Plan – Basis of Cost for Major Projects Cajon and Mountain Desert – 060614.doc
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4. ***Valley Expenditure Plan 1990-2010 – Does 2% cover all the environmental mitigation costs including any done by local jurisdictions?*** The 2% Valley Traffic Management/Environmental Enhancement Program (TMEE) funds do not and were never intended to fund mitigation of the direct impacts of transportation projects. Instead, it is used principally as "seed money" to leverage other resources. Direct impact mitigation is considered part of the project cost. "Indirect" or "induced growth" impacts of transportation projects, however, are not included in project costs and should probably be funded with non-transportation resources.

5. ***Can we combine projects for environmental study (by areas or by entire projects rather than phases)?*** We are generally required to prepare environmental analyses for entire projects rather than phases. For very large projects designed and constructed over many years, this often means that in addition to the original environmental document prepared for the entire facility, periodic environmental re-evaluations are required to ensure that the analysis is current and that any scope changes through time are considered.

6. ***What should be the financial contribution of Nevada, Arizona and points east to I-15?*** Nevada contributed $10 million to the I-15 widening between the Victor Valley and Barstow. Prior to that, Nevada interests also contributed $4m for I-15 widening through Barstow and were actively involved in gaining Congressional discretionary earmarks for San Bernardino transportation improvement projects. We hope they continue to contribute to projects of mutual benefit such as the Devore Interchange in the future.

7. ***What are the cost estimates for I-10 and I-15 based upon? (2006 Cost estimate is 300% higher than Caltrans current estimate on I-10 HOV .... $1.25 billion vs. $400 million)*** The basis for SANBAG's cost estimate for the I-10 project is detailed in Attachment A of this item. It should be noted that in addition to higher materials costs, the scope (length) of the Expenditure Plan project is greater than was contemplated by Caltrans.

8. ***What is the status of Riverside County's "215 South" project? Are they still committed to the project?*** Project development work on the I-215 South project is in progress, and it is hoped that it will be ready to go to construction by about 2012, subject to timely completion of the NEPA document and completion of design. Riverside continues to be committed to the project, although that situation should be monitored.

9. ***Can we use Regional/Major street funds for local streets?*** Valley Major street funds are to be allocated to projects by action of the SANBAG Board of Directors. It is not envisioned that funds intended for improvements to regionally significant Valley arterial roadways will be allocated to local street projects. The Mountain/Desert Expenditure Plan provides that the Mountain/Desert Committee could make a finding, after five years of revenue collection, that Major Local Highway Project funds are not required for Major Local Highway Projects in specific subareas. In such a case, the Major Local Highway Projects revenue can be returned to jurisdictions in such subareas for local

streets. Staff believes this is unlikely given the extensive list of known projects in all subareas.

10. ***Are Public Private Partnership revenues in the projected plan?*** No. It appears likely that two or more major highway projects will be capitalized, constructed, and operated by private entities, but neither the full costs of these projects nor the private revenues were included in the Expenditure Plan. The Expenditure Plan does call for modest contributions to development and environmental clearance of these facilities as needed to control risk and render them attractive to private investment.

11. ***Do we want to get projects shelf ready?*** Yes. Given the vagaries of the environmental clearance process, the need to identify, protect, and acquire right-of-way at the earliest possible time, and the benefits of having a "shelf" of projects to take advantage of special funding opportunities, staff believes it is clearly in our interest to proceed with simultaneous project development on several and varied projects.

12. ***How comfortable are we with the projection of cost escalation?*** The project cost escalation information presented to date are historic (not forecast) data, based on actual records, and substantiated with data from member agencies in both the Valley and Victor Valley areas of San Bernardino County. As noted in the presentations, the project costs are based on engineering estimates under today's conditions and in today's dollars. This enables us to compare costs with revenues that are also calculated in today's dollars. Prior to final design and consideration of actual right-of-way needs, the costs can only be considered estimates, but they reflect standard engineering practice and judgement.

13. ***How is performance factored in?*** Following acceptance of cost and revenue updates, the strategic planning effort will focus on project prioritization policies and procedures to guide the allocation of Measure I and other revenues considered in the Expenditure Plan. The relative performance of competing projects as measured by benefit/cost or other criteria would clearly be among the factors considered, although other criteria such as project readiness and geographic equity will be considered as well.

This item is to be scheduled for further discussion at the July Board of Directors meeting, and issues specific to the Mountain/Desert Subregion will be discussed in more detail at the Mountain/Desert Committee meeting in July. Interaction among programs, project prioritization, project sequencing, and integration of development financing will be among the next topics to be discussed in the Strategic Plan development process.

Financial Impact: This item is consistent with the approved Fiscal Year 2005-2006 Budget.

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Reviewed By: Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

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Attachments: brd0605c2-ty; Strategic Plan – Basis of Cost for Major Projects Cajon and Mountain Desert – 060614.doc
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DRAFT

San Bernardino Associated Governments

Measure I Growth Forecast
FY 2006 to FY 2040

Compiled By

John E. Husing, Ph.D.

April 17, 2006

Final

Economics & Politics, Inc.

961 Creek View Lane
Redlands, CA 92373
(909) 307-9444 Phone
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eno@johnhusing.com
www.johnhusing.com

San Bernardino Associated Governments

Measure I Growth Forecast: FY 2000 to FY 2040

Executive Summary

Forecast Summary. The attached forecast has the following conclusions:

- SANBAG earned net revenue of **$1,152,839,000** during the 15-years including FY 90-91 through FY 04-05.
- In the remaining 5-years of Measure I (*FY 05-06 to-FY 09-10*), the estimated net amount of the tax would be another **$744,690,000** in constant 2005 dollars.
- For the full 20-years of Measure "I", the total net revenue is thus estimated at **$1,897,529,000**.
- For the 30-years of the extended Measure "I", the net revenue is estimated at **$8,352,430,000** in constant 2005 purchasing power.
- Including the last five years of the original Measure "I" (*$744,690,000*), the total anticipated constant dollar anticipate net revenue of **$9,097,119,000**.

Accuracy Summary. The accuracy of the forecast depends upon the accuracy and pattern of the following assumptions:

- Population Growth is that assumed by SCAG's 2008 RTP forecasting committee.
- Per Capita Taxable Sales Growth, not including inflation, will be 3.58% in normal or good times and 0.00% in two-year recessions for the next nine years. This will fall to 2.75% with two recession years for the next nine years (*FY 15-FY 23*) as the economy matures and then 1.75% with four recession years during the next 17-years with complete economic maturity (*FY 24-FY40*).
- Rate of CPI inflation growth of 0.00% is assumed so the forecast is in 2005 purchasing power.
- The difference between "point of sale" retail sales and "point of delivery" retail sales is 5.8% except a period when it will go from 4.76% in FY 04-05 up to 5.8% in FY 09-10, rising in 0.25% per year increments.
- SBOE fees growth are 1.5% of net revenue to SANBAG.
- There will be nothing like the restructuring caused by the end of the Cold War, as there is no parallel vulnerability in the economy.

Conservative Bias. The calculations have a conservative bias as the changes occurring in the San Bernardino's economy in 2005 will likely lead to increases in the assumed 3.58% rate of increase in per capita constant dollar retail sales spending through FY 14. The 2.75% in FY 15 and 1.75% in FY 24 as the county's economy matures appear likely. With recessions, these rates yield compound growth in each period, respectively, of 2.75%, 2.15% and 1.34%.

Forecast Calculation. Exhibit 1 on the next two pages presents the forecast calculations. FY 89-90 to FY 04-05 are historical. FY 05-06 to FY 39-40 are estimated. The relevant forecasting assumptions are given at the top of each column, with summary statements about them in the exhibit footnotes. The exhibit's creation is explained in depth by the discussion following the exhibit.

Exhibit 1.-SANBAG Measure I - 1/2 Cent Sales Tax Receipts, Past & Forecasted FY 1990 to FY 2010

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Population		Per Capita Sales		Real Taxable Sales		Consumer Prices		Taxable Sales		Point of Delivery			SANBAG Revenue			
			No inflation		No inflation				Current $		Percent	Difference	Current $	Gross	SBOE	Net	Change
Fiscal Year	Jan. 1st	Growth	Taxable	Growth	(000)	Growth	CPI	Growth		Growth				Current $	Fee	Current $	
			FY 05=100		FY 05=100		FY 05 =100		(000)				(000)	(000)	(000)	(000)	
Source	Exhibit 2	Exhibit 2	Exhibit 3	Exhibit 3	#2 * #4	% #6	Exhibit 4	Exhibit 4	#6 * #8		0.25%	#10*#12	#10-#13	#14*0.5%	#17 x	#15/1.015	% #17
Factor	SCAG			3.58%			0.0%				5.8%			0.50%	1.5%		
89-90	1,418,380		$11,779		$16,706,734		66.9%		$11,181,155							$4,126	NA
90-91	1,463,068	3.2%	10,714	-9.0%	15,675,010	-6.2%	70.6%	5.4%	11,058,747	-1.1%	-0.60%	(66,053)	11,124,800	55,624	$844	$54,780	NA
91-92	1,516,250	3.6%	10,126	-5.5%	15,354,026	-2.0%	73.1%	3.6%	11,219,925	1.5%	3.06%	342,925	10,877,000	54,385	601	53,784	-1.82%
92-93	1,546,375	2.0%	9,516	-6.0%	14,714,913	-4.2%	75.5%	3.3%	11,104,479	-1.0%	-0.10%	(10,921)	11,115,400	55,577	829	54,748	1.79%
93-94	1,561,875	1.0%	9,495	-0.2%	14,829,596	0.8%	76.8%	1.8%	11,387,941	2.6%	1.34%	152,341	11,235,600	56,178	1,336	54,842	0.17%
94-95	1,573,975	0.8%	9,926	4.5%	15,623,228	5.4%	78.0%	1.6%	12,183,700	7.0%	2.71%	330,500	11,853,200	59,266	1,305	57,961	5.69%
95-96	1,590,825	1.1%	10,219	3.0%	16,256,501	4.1%	79.0%	1.3%	12,847,359	5.4%	1.33%	170,759	12,676,600	63,383	1,346	62,037	7.03%
96-97	1,613,700	1.4%	10,399	1.8%	16,781,280	3.2%	80.6%	2.0%	13,522,531	5.3%	1.91%	258,331	13,264,200	66,321	1,474	64,847	4.53%
97-98	1,637,900	1.5%	10,737	3.2%	17,585,613	4.8%	81.7%	1.4%	14,371,462	6.3%	1.40%	201,262	14,170,200	70,851	1,431	69,420	7.08%
98-99	1,666,555	1.7%	11,438	6.5%	19,062,211	8.4%	83.2%	1.8%	15,852,872	10.3%	6.22%	985,672	14,867,200	74,336	1,092	73,244	5.54%
99-00	1,710,139	2.6%	12,234	7.0%	20,922,243	9.8%	85.5%	2.8%	17,885,700	12.8%	7.56%	1,352,700	16,533,000	82,665	1,229	81,436	11.18%
00-01	1,747,822	2.2%	12,502	2.2%	21,851,659	4.4%	88.7%	3.7%	19,376,056	8.3%	5.80%	1,124,456	18,251,600	91,258	1,271	89,987	10.50%
01-02	1,794,507	2.7%	12,253	-2.0%	21,987,435	0.6%	91.2%	2.8%	20,050,622	3.5%	4.48%	899,029	19,151,593	95,758	1,300	94,458	4.97%
02-03	1,842,904	2.7%	12,572	2.6%	23,169,069	5.4%	93.9%	3.0%	21,753,274	8.5%	4.67%	1,016,680	20,736,594	103,683	1,532	102,151	8.14%
03-04	1,897,950	3.0%	13,225	5.2%	25,101,190	8.3%	96.1%	2.3%	24,120,368	10.9%	7.13%	1,719,058	22,401,310	112,007	1,655	110,351	8.03%
04-05	1,946,202	2.5%	14,105	6.7%	27,451,086	9.4%	100.0%	4.1%	27,451,086	13.8%	4.76%	1,306,037	26,145,049	130,725	1,932	128,793	16.71%
FY 91 to FY 05		2.06%		1.98%		4.08%			$244,186,122	6.71%		$9,782,776	$234,403,346	$1,172,017	$19,177	$1,152,839	5.09%
05-06	1,980,560	1.77%	14,609	3.58%	28,934,738	5.4%	100.0%	0.0%	28,934,738	5.4%	5.01%	1,448,961	27,485,800	137,429	2,031	135,398	5.13%
06-07	2,015,525	1.77%	15,132	3.58%	30,498,577	5.4%	100.0%	0.0%	30,498,577	5.4%	5.26%	1,603,520	28,895,100	144,476	2,135	142,340	5.13%
07-08	2,051,107	1.77%	15,673	3.58%	32,146,936	5.4%	100.0%	0.0%	32,146,936	5.4%	5.51%	1,770,553	30,376,400	151,882	2,245	149,637	5.13%
08-09	2,087,318	1.77%	16,233	3.58%	33,884,385	5.4%	100.0%	0.0%	33,884,385	5.4%	5.76%	1,950,957	31,933,400	159,667	2,360	157,307	5.13%
09-10	2,124,167	1.77%	16,233	0.00%	34,482,581	1.8%	100.0%	0.0%	34,482,581	1.8%	5.80%	2,001,278	32,481,300	162,407	2,400	160,006	1.72%
FY 05 to FY 10		1.77%		2.85%		4.67%		0.00%	$159,947,217	4.67%		$8,775,269	$151,172,000	$755,860	$11,170	$744,690	5.60%
FY 90 to FY 10		2.04%		1.62%		3.69%		2.03%	$404,133,339	5.79%		$18,558,045	$385,575,346	$1,927,877	$30,348	$1,897,529	5.80%

2. Population growth rates from Exhibit 2. Population from January 1, 2006-2010 is from preliminary work for SCAG's 2008 forecast Regional Transportation Program by its Forecast Committee.

4. Estimated FY 06-FY 10 per capita constant dollar retail sales growth at 3.58% based on average from FY 95-FY 05 in Exhibit 3, except 0.00% in FY 10 due to assumed recession.

6. CPI assumed constant from FY 06-FY 10. Historical CPI data is in Exhibit 4. It was used to deflate per capita retail sales in each year from FY 91 to FY 05.

12. 5.8% difference between Sales at "point of sale" vs. Sales at "point of delivery" based upon FY 99 to FY 05 average. From FY 2005 to FY 10, it rises at 0.25% per year to the 5.8% level.

16. State Board of Equalization fee assumed to be 1.5% of the actual receipts of SANBAG in #17. That is 1.5% is based upon the actual share from FY 91 to FY 05.

17. SANBAG point of receipt figure in #15 divided by (1+1.5%). This yields SANBAG actual receipts less SBOE fee.

Exhibit 1 (continued).-SANBAG Measure I - 1/2 Cent Sales Tax Receipts, Past & Forecasted FY 2011 to FY 2040

Fiscal Year	Population		Per Capita Sales		Real Taxable Sales		Consumer Prices		Taxable Sales		Point of Delivery			SANBAG Revenue			
			No inflation		No inflation				Current $		Percent	Difference	Current $	Gross	SBOE	Net	Change
	Jan. 1st	Growth	Taxable	Growth	(000)	Growth	CPI	Growth		Growth				Current $	Fee	Current $	
			FY 05=100		FY 05=100		FY 05 =100		(000)				(000)	(000)	(000)	(000)	
Source	Exhibit 2	Exhibit 2	Exhibit 3	Exhibit 3	#2 * #4	% #6	Exhibit 4	Exhibit 4	#6 * #8			#10*#12	#10-#13	#14*0.5%	#17*		% #17
Factor	SCAG			Note #4				0.00%			5.8%			0.50%	1.5%	#15/1.015	
FY 90 to FY 10		**2.04%**		**1.62%**		**3.69%**		**2.03%**	**$404,133,339**	**5.79%**		**$18,558,045**	**$385,575,346**	**$1,927,877**	**$30,348**	**$1,897,529**	**5.80%**
10-11	2,159,000	1.66%	$16,200	0.00%	$34,975,800	1.4%	100.0%	0.0%	$34,975,800	1.4%	5.80%	$2,029,900	$32,945,900	164,730	2,434	162,295	1.43%
11-12	2,195,000	1.66%	16,800	3.68%	36,876,000	5.4%	100.0%	0.0%	36,876,000	5.4%	5.80%	2,140,200	34,735,800	173,679	2,567	171,112	5.43%
12-13	2,231,000	1.66%	17,400	3.68%	38,819,400	5.3%	100.0%	0.0%	38,819,400	5.3%	5.80%	2,253,000	36,566,400	182,832	2,702	180,130	5.27%
13-14	2,268,000	1.66%	18,000	3.68%	40,824,000	5.2%	100.0%	0.0%	40,824,000	5.2%	5.80%	2,369,300	38,454,700	192,274	2,841	189,432	5.16%
14-15	2,306,000	1.66%	18,500	2.75%	42,661,000	4.5%	100.0%	0.0%	42,661,000	4.5%	5.80%	2,475,900	40,185,100	200,926	2,969	197,956	4.50%
15-16	2,339,000	1.42%	19,000	2.75%	44,441,000	4.2%	100.0%	0.0%	44,441,000	4.2%	5.80%	2,579,200	41,861,800	209,309	3,093	206,216	4.17%
16-17	2,372,000	1.42%	19,500	2.75%	46,254,000	4.1%	100.0%	0.0%	46,254,000	4.1%	5.80%	2,684,500	43,569,500	217,848	3,219	214,628	4.08%
17-18	2,406,000	1.42%	20,000	2.75%	48,120,000	4.0%	100.0%	0.0%	48,120,000	4.0%	5.80%	2,792,800	45,327,200	226,636	3,349	223,287	4.03%
18-19	2,440,000	1.42%	**20,000**	**0.00%**	**48,800,000**	**1.4%**	100.0%	0.0%	**48,800,000**	**1.4%**	**5.80%**	**2,832,200**	**45,967,800**	229,839	3,397	226,442	**1.41%**
19-20	2,475,000	1.42%	**20,000**	**0.00%**	**49,500,000**	**1.4%**	100.0%	0.0%	**49,500,000**	**1.4%**	**5.80%**	**2,872,800**	**46,627,200**	233,136	3,445	229,691	**1.45%**
20-21	2,506,000	1.27%	20,600	**2.75%**	51,623,600	4.3%	100.0%	0.0%	51,623,600	4.3%	5.80%	2,996,100	48,627,500	243,138	3,593	239,544	4.29%
21-22	2,538,000	1.27%	21,200	2.75%	53,805,600	4.2%	100.0%	0.0%	53,805,600	4.2%	5.80%	3,122,700	50,682,900	253,415	3,746	249,669	4.23%
22-23	2,570,000	1.27%	21,800	2.75%	56,026,000	4.1%	100.0%	0.0%	56,026,000	4.1%	5.80%	3,251,600	52,774,400	263,872	3,900	259,972	4.13%
23-24	2,603,000	1.27%	22,200	1.75%	57,786,600	3.1%	100.0%	0.0%	57,786,600	3.1%	5.80%	3,353,800	54,432,800	272,164	4,022	268,142	3.14%
24-25	2,636,000	1.27%	22,600	1.75%	59,573,600	3.1%	100.0%	0.0%	59,573,600	3.1%	5.80%	3,457,500	56,116,100	280,581	4,147	276,434	3.09%
25-26	2,666,000	1.16%	23,000	1.75%	61,318,000	2.9%	100.0%	0.0%	61,318,000	2.9%	5.80%	3,558,700	57,759,300	288,797	4,268	284,529	2.93%
26-27	2,697,000	1.16%	**23,400**	1.75%	**63,109,800**	**2.9%**	100.0%	0.0%	**63,109,800**	**2.9%**	**5.80%**	**3,662,700**	**59,447,100**	297,236	4,393	292,843	**2.92%**
27-28	2,728,000	1.16%	**23,400**	**0.00%**	**63,835,200**	**1.1%**	100.0%	0.0%	**63,835,200**	**1.1%**	**5.80%**	**3,704,800**	**60,130,400**	300,652	4,443	296,209	**1.15%**
28-29	2,760,000	1.16%	23,400	0.00%	64,584,000	1.2%	100.0%	0.0%	64,584,000	1.2%	5.80%	3,748,300	60,835,700	304,179	4,495	299,683	1.17%
29-30	2,792,000	1.16%	23,800	1.75%	66,449,600	2.9%	100.0%	0.0%	66,449,600	2.9%	5.80%	3,856,600	62,593,000	312,965	4,625	308,340	2.89%
FY 11 to FY 30		**1.38%**		**1.93%**		**3.33%**		**0.00%**	**$1,029,383,200**	**3.33%**		**$59,742,600**	**$969,640,600**	**$4,848,203**	**$71,648**	**$4,776,555**	**3.33%**
30-31	2,821,649	1.06%	24,217	1.75%	68,330,458	**2.8%**	100.0%	0.0%	68,330,500	**2.8%**	**5.80%**	3,965,700	**64,364,800**	321,824	4,756	317,068	2.83%
31-32	2,851,612	1.06%	24,640	1.75%	70,264,554	2.8%	100.0%	0.0%	70,264,600	**2.8%**	**5.80%**	4,078,000	**66,186,600**	330,933	4,891	326,042	2.83%
32-33	2,881,894	1.06%	25,071	1.75%	72,253,395	2.8%	100.0%	0.0%	72,253,400	**2.8%**	**5.80%**	4,193,400	**68,060,000**	340,300	5,029	335,271	2.83%
33-34	2,912,498	1.06%	25,510	1.75%	74,298,530	2.8%	100.0%	0.0%	74,298,500	**2.8%**	**5.80%**	4,312,100	**69,986,400**	349,932	5,171	344,761	2.83%
34-35	2,943,426	1.06%	25,957	1.75%	76,401,552	2.8%	100.0%	0.0%	76,401,600	**2.8%**	**5.80%**	4,434,100	**71,967,500**	359,838	5,318	354,520	2.83%
35-36	2,983,133	1.35%	26,411	1.75%	78,787,264	3.1%	100.0%	0.0%	78,787,300	**3.1%**	**5.80%**	4,572,600	**74,214,700**	371,074	5,484	365,590	3.12%
36-37	3,023,375	1.35%	26,411	0.00%	79,850,095	1.3%	100.0%	0.0%	79,850,100	**1.3%**	**5.80%**	4,634,300	**75,215,800**	376,079	5,558	370,521	1.35%
37-38	3,064,160	1.35%	26,411	0.00%	80,927,264	1.3%	100.0%	0.0%	80,927,300	**1.3%**	**5.80%**	4,696,800	**76,230,500**	381,153	5,633	375,520	1.35%
38-39	3,105,495	1.35%	26,873	1.75%	83,454,296	3.1%	100.0%	0.0%	83,454,300	**3.1%**	**5.80%**	4,843,500	**78,610,800**	393,054	5,809	387,245	3.12%
39-40	3,147,388	1.35%	27,343	1.75%	86,060,236	3.1%	100.0%	0.0%	86,060,200	**3.1%**	**5.80%**	4,994,700	**81,065,500**	405,328	5,990	399,337	3.12%
FY 31 to FY 40		**1.21%**		**1.40%**		**2.62%**		**0.00%**		**2.62%**		**$44,725,200**	**$725,902,600**	**$3,629,513**	**$53,638**	**$3,575,875**	**2.62%**
FY 11 To FY 40		**1.32%**		**1.75%**		**3.10%**		**0.00%**		**3.10%**		**$104,467,800**	**$1,695,543,200**	**$8,477,716**	**$125,286**	**$8,352,430**	**3.10%**

2. Population growth rates from Exhibit 2. Population from January 1, 2011-2040 is from preliminary work for SCAG's 2008 forecast Regional Transportation Program by its Forecast Committee.

3. Estimated FY 11-FY 40 per capita constant dollar retail sales growth at 3.58% based on average from FY 95-FY 05 in Exhibit 3, lowered to 2.75% in FY 14-15; and lowered to 1.75% in FY 23-24 to converge toward Orange County behavior. Two year recessions with 0.00% growth occur every nine years.

4. CPI assumed constant from FY 11-FY 40.

5. 5.8% difference between Sales at "point of sale" vs. Sales at "point of delivery" based upon FY 99 to FY 05 average.

6. State Board of Equalization fee assumed to be 1.5% of the actual receipts of SANBAG in #17. That is 1.5% is based upon the actual share from FY 91 to FY 05.

7. SANBAG point of receipt figure in #15 divided by (1+1.5%). This yields SANBAG actual receipts less SBOE fee

Population Growth. The starting point in calculating the Measure I growth forecast is San Bernardino County's population (*Exhibit 1, columns 2-3*). This is the case as there is a strong link between taxable sales and SANBAG's revenue and the county's population. According to the CA Department of Finance, January 1, 1990-2005, the population increased from 1,418,380 to 1,946,202 (*Exhibit 2*). San Bernardino County's population thus grew at a compound rate of **2.13%** during the 15-year period (*FY 90-FY 05*). This period includes the deep recession at the end of the Cold War plus the ensuing recovery, the short recession (*FY 01-02*) and recent rapid expansion.

Exhibit 2.-Population Growth Rates & Compound Rate
San Bernardino County January 1st, Mid-Year

Year	DOF Population	%Growth	Year	SCAG Forecast	%Growth
1989-90	1,418,380	NA	2001-2	1,794,507	2.7%
1990-91	1,463,068	3.2%	2002-3	1,842,904	2.7%
1991-92	1,516,250	3.6%	2003-4	1,897,950	3.0%
1992-93	1,546,375	2.0%	2004-5	1,946,202	2.5%
1993-94	1,561,875	1.0%	**SCAG 2008 RTP Preliminary Forecast**		
1994-95	1,573,975	0.8%	2005-2010		1.77%
1995-96	1,590,825	1.1%	2010-2015		1.66%
1996-97	1,613,700	1.4%	2015-2020		1.42%
1997-98	1,637,900	1.5%	2020-2025		1.27%
1998-99	1,666,555	1.7%	2025-2030		1.16%
1999-00	1,710,139	2.6%	2030-2035		1.06%
2000-01	1,747,822	2.2%	2035-2040		1.35%
			FY 90-05 Compound Rate		**2.13%**

Source: CA Department of Finance SCAG 2008 Regional Transportation Program preliminary forecast

San Bernardino County's population growth is forecasted to grow 1.77% from FY 05-FY10, followed by gains of 1.66% from FY 10-FY 15, 1.42% from FY 15-FY20, 1.27% from FY 20-FY25, 1.16% from FY 25-FY 30, 1.06% from FY 30-FY 35 and 1.35% from FY 35-FY 40. These forecasts are the preliminary estimates of SCAG's forecasting working group for the 2008 Regional Transportation Program (*RTP*). The estimates are slightly faster than the forecasts for the 2004 RTP due to the county's most recent experience. They are based upon estimates of births, deaths and migration into the region. The general estimate of slowdowns is because of the anticipated baby boomer retirement period and the gradual reduction in available land.

Per Capita Taxable Sales, No Inflation. Given a certain number of people, the next step is to forecast how much taxable spending there will be for *each person*. In reviewing the historic data, the impact of price inflation was removed so that price increases could be disclosed as a separate variable in the forecast.

Exhibit 3 shows the taxable trade figures for San Bernardino County, from FY 90-FY 05 in column 6. The data are from the CA Board of Equalization. These numbers are divided by mid-year population during each fiscal year in column 7 to yield per capita taxable trade in column 8. The Los Angeles-Anaheim-Riverside Consumer Price Index (*FY 04-05 =100*) in column 9 is divided into these figures to yield the per capita taxable trade figures as if prices for each of these past years were at the level they had reached by FY 04-05.

Historically, *non-inflated* taxable trade per capita fell during Southern California's severe post-Cold War recession of the early 1990's. In the 10-year period from FY 94-95 to FY 04-05, growth returned with *non-inflated* per capita sales reacting to a variety of economic conditions: a halting recovery, a strong expansion, the FY 01-02 recession and the recent rapid expansion. For the period since FY 04-05, the compound rate was **3.58%**. The early 1990's period is not included in forecasting because it represented an historical anomaly that will like not occur again. There is no sector of Southern California's economy that could shrink like the defense sector did during that period of time.

Exhibit 3.-Per Capita Retail Sales, Adjusted for Inflation
Fiscal Year FY 90-91 to FY 04-05 (*using FY 2005 = 100 dollars*)

1	2	3	4	5	6	7	8	9	10	11
	Taxable Trade					Population	Taxable Trade	CPI	Taxable Trade	
Fiscal Year	Qtr-3 (000)	Qtr-4 (000)	Qtr-1 (000)	Qtr-2 (000)	Fiscal Year (000)	Jan-1st mid-yr.	Per Capita	FY 05=100	Per Capita No Inflation	%Chg
1990-1	2,848,393	2,919,922	2,516,129	2,774,303	**11,058,747**	1,463,068	7,559	70.6	**10,714**	-9.04%
1991-2	2,866,361	2,913,549	2,565,200	2,874,815	**11,219,925**	1,516,260	7,400	73.1	**10,126**	-5.48%
1992-3	2,835,547	2,912,827	2,542,748	2,813,357	**11,104,479**	1,546,375	7,181	75.5	**9,516**	-6.03%
1993-4	2,804,500	2,971,193	2,694,287	2,917,961	**11,387,941**	1,561,875	7,291	76.8	**9,495**	-0.22%
1994-5	2,980,172	3,251,046	2,803,900	3,148,582	**12,183,700**	1,573,975	7,741	78.0	**9,926**	4.54%
1995-6	3,178,423	3,351,404	3,020,912	3,296,620	**12,847,359**	1,590,825	8,076	79.0	**10,219**	2.95%
1996-7	3,253,660	3,555,331	3,194,304	3,519,236	**13,522,531**	1,613,700	8,380	80.6	**10,399**	1.76%
1997-8	3,503,531	3,787,945	3,346,355	3,733,631	**14,371,462**	1,637,900	8,774	81.7	**10,737**	3.24%
1998-9	3,860,390	4,061,921	3,758,416	4,172,145	**15,852,872**	1,666,555	9,512	83.2	**11,438**	6.53%
1999-00	4,271,022	4,585,795	4,273,350	4,755,533	**17,885,700**	1,710,139	10,459	85.5	**12,234**	6.96%
2000-01	4,843,377	5,013,178	4,563,692	4,955,609	**19,376,056**	1,747,822	11,086	88.7	**12,502**	2.19%
2001-02	4,961,555	5,203,087	4,714,033	5,171,947	**20,050,622**	1,794,507	11,173	91.2	**12,253**	-2.00%
2002-03	5,327,336	5,636,186	5,134,813	5,654,939	**21,753,274**	1,842,904	11,804	93.9	**12,572**	2.61%
2003-04	5,804,353	6,005,842	5,823,646	6,486,527	**24,120,368**	1,897,950	12,709	96.1	**13,225**	5.20%
2004-05	6,725,871	7,170,123	6,517,210	7,037,882	**27,451,086**	1,946,202	14,105	100.0	**14,105**	6.65%
Compound Growth Rate Of Real Per Capita Sales FY 94-95 to FY 04-05										**3.58%**

Sources: Taxable Retail Sales, CA State Board of Equalization.; Los Angeles-Anaheim-Riverside Consumer Price Index, U.S. Bureau of Labor Statistics; Population, CA Department of Finance

With this entire experience in mind, San Bernardino County per capita taxable sales *without inflation* are forecasted to rise **3.58%** per year in non-recession periods from FY 06-10. This is the growth rate in columns 4 & 5 of Exhibit 1. Every nine years, the modeling assumes that a two-year downturn will occur during which period there will be **0.00%** in constant dollar per capita sales. On of these years affects FY 05-10, and leads to a compound rate of 2.85% for this period.

For the extended Measure "I":

- From FY 10-FY 14, the compound rate of 3.58% continues to apply as this completes a period the same length as the period for which that rate was derived. In addition, the aggressiveness of San Bernardino County's economy can be expected to exist as it closes retail gaps with the addition of high-end retail stores. Further, the county's upscale

housing stock will be attracting higher income residents. For this period, there is also one recession year. For the full FY 05-FY 14 period the rate of growth of constant dollar per capita retail sales would be 2.75% due to the two recession years. For reference, Orange County's forecast in this period puts its growth of this measure at 0.52%, an oddity.

- From FY 15 to FY 23, the rate of growth of constant dollar per capita retail sales in San Bernardino County is slowed to 2.75% as the county is assumed to become a more mature economy with a lower level of closing off of retail sales gaps occurring and the force of the migration of upper income families moderating. With the two recession years in this period, the actual compound growth rate is 2.15%. For reference, Orange County's forecast in this period puts its growth of this measure at 1.53%.
- From FY 24 to FY 40, the rate of growth of constant dollar per capita retail sales in San Bernardino County is slowed to 1.75% as the county is assumed to have now reached maturity. With the four recession years in this period, the actual compound growth rate is 1.37%. For reference, Orange County's forecast in this period puts its growth of this measure at 1.56%.

Total Taxable Sales, No Inflation. In Exhibit 1, each year's population (*column #2*) is multiplied by its non-inflated taxable sales per capita (*column #4*) to get the estimated **total taxable sales as if there was no inflation** from FY 05-06 to FY 39-40 (*column #6*). From FY 05-06 onward, the dual impact of growth rates in population and non-inflated per capita taxable sales drive the constant dollar taxable sales level.

Exhibit 4.-Consumer Price Index, LA-Anaheim-Riverside, Fiscal Years (2005 = 100)

1	2	3	4
Fiscal Year	CPI 1982-84=100	CPI FY 05=100	Change
1989-1990	131.9	66.9	
1990-1991	139.0	70.6	5.42%
1991-1992	144.0	73.1	3.58%
1992-1993	148.7	75.5	3.27%
1993-1994	151.3	76.8	1.76%
1994-1995	153.7	78.0	1.55%
1995-1996	155.7	79.0	1.34%
1996-1997	158.8	80.6	1.96%
1997-1998	161.0	81.7	1.42%
1998-1999	163.9	83.2	1.76%
1999-2000	168.5	85.5	2.79%
2000-2001	174.7	88.7	3.72%
2001-2002	179.7	91.2	2.84%
2002-2003	185.0	93.9	2.96%
2003-2004	189.4	96.1	2.35%
2004-2005	197.1	100.0	4.07%
FY 89-90 to FY 04-05 Compound Rate			3.15%

Note 1: FY 2005 reaches 197.1 on a 1982-1984=100 base. It serves as the denominator in creating the FY 2005=100 series.
Source: U.S. Bureau of Labor Statistics, forecast by Economics & Politics, Inc.

Consumer Price Index Increases. In order to make the constant dollar forecast of San Bernardino County's total taxable sales, it was necessary to determine the historical rate of increase in prices (*Exhibit 4*). Column 2 shows the actual Los Angeles-Anaheim-Riverside Consumer Price Index for the years from FY 89-90 (*131.9*) to FY 04-05 (*197.1*). These data are from the U.S. Bureau of Labor Statistics. They are on a 1982-1984=100 base. The estimated level for FY 04-05 of 197.1 is based upon the experience from July 2004 to June 2005. Dividing each number in column 2 by 197.1, gives the equivalent value of the index on a basis of FY 2005=100 base. This is done in column 3. The percentage changes of both columns are the same. The compound rate of inflation for this 16 year period was 3.15%.

Interpreting these data: if a basket of goods cost $100 in FY 2005, they would have cost $73.10 in FY 89-90 and $96.10 in FY 03-04. Note that prices rose 5.42% in Southern California between FY 89-90 and FY 90-91. The rise slowed dramatically during the middle 1990's but has been rising of late ending at a 4.07% gain in FY 04-05. Again, for the 16-year period, the compound rise was 3.15%.

Note: In the forecasting work, the rate of inflation is held constant since it affects both the revenue and cost sides of SANBAG's work. This allows the forecasts to be thought of in 2005 purchasing power terms. The difficulty is, of course, the fact that in recent years, costs have risen at much more than the inflation rate. Whether that will continue is an issue that policy makers must carefully weighing the conclusions of this report.

Total Taxable Sales, Including Inflation. SANBAG's revenues are based upon ½ percent of San Bernardino County's actual taxable sales. To estimate actual taxable sales in Exhibit 1, it is necessary to multiply the estimated price level (*column 8*) times the uninflated estimate of sales calculated earlier (*column 6*). The result appears in column 10. Since inflation is held constant in future years, the constant and current dollar taxable sales data are identical from years FY 05-06 to FY 39-40.

For historic years from FY 89-90 (*$11,181,155,000*) through FY 04-05 (*$27,451,086,000*), this calculation results in the actually recorded taxable sales for the county during this period. Note that during the post-Cold War recession (*FY 90-91-FY 92-93*), the impact of rising prices modified the reduction in constant dollar sales dramatically. In this period, taxable trade without inflation respectively *fell* -6.2%, -2.0% and -4.2%. Taxable trade including inflation was basically flat: falling -1.1%, rising +1.5% and then falling -1.0%. In the recovery and expansion period, taxable trade including inflation grew even faster, rising from 2.6% in FY 93-94 to a powerful 12.8% in FY 2000 before slowing to 3.5% rate during the recession of FY 01-02 and accelerating to 13.8% in FY 04-05.

Total Taxable Sales Forecast, No Inflation. Looking ahead, the 0.00% inflation assumption means San Bernardino County's taxable sales rise simply because of added people with increased constant dollar per capita retail spending. In 2005 dollars, this would take taxable sales to **$34,482,581,000** by FY 09-10. The compound rate of increase from FY 04-05 to FY 09-10 would be 4.67% (*Exhibit 1, column 10-11*). From FY 09-10 to FY 39-40, taxable sales would reach **86,060,236,000** in 2005 dollar terms. The compound rate of increase in this 30-year period would be 3.10%. The slower rate would occur because several recession periods fall into this longer time frame and the rate of per capita constant dollar retail sales slows as discussed earlier.

"Point of Delivery" Taxable Sales. SANBAG's tax revenues are not based upon San Bernardino County's total taxable sales as traditionally measured at the "point of sale". Rather, they are based upon ½ percent of the sales at the "point of delivery". In the county's case, taxable volume measured at the "point of delivery" is less than taxable volume at the "point of sale". This occurs because the region's many manufacturing and distribution facilities record sales within the county that are actually delivered elsewhere in California. Such sales show up in the county's "point of sales" data. However, they are not part of the "point of delivery" sales that are used for calculating SANBAG's tax receipts.

Until FY 96-97, "point of sales" taxable volume averaged about 1.5% more than "point of delivery" volume in San Bernardino County (*Exhibit 1, columns 12-13*). However since then, they have fluctuated between 4.5% (*FY 01-02*) and 7.6% (*FY 99-00*). The most recent figure was 4.8% in FY 04-05. The average difference since FY 96-97 has been **5.8%**. That figure is used for forecasting purposes. The modeling assumes the "point of sale" taxable volume grows from 4.8% in FY 04-05, **up 0.25%** per year until it reaches 5.8% and remains there through 2040.

"Point of delivery" taxable sales reached $26,145,049,000 in FY 04-05 (*Exhibit 1, column 14*). Using these assumptions, it will be **$32,481,300,000** in FY 09-10 and climb to **$81,065,500,000** in FY 30-40.

SANBAG Gross Revenue. To calculate SANBAG's estimated gross revenue from Measure I, the taxable sales levels must be multiplied times the ½% tax rate (*Exhibit 1, column 15*). It shows that before the CA State Board of Equalization (*SBOE*) took their fee for processing the tax, SANBAG earned $1,172,017,000 during the 15-years including FY 90-91 through FY 04-05. In the remaining 5-years of Measure I (*FY 05-06 to-FY 09-10*), the estimated gross amount of the tax would be another $755,860,000. For the full 20-years of Measure "I", the total revenue is thus estimated at **$1,927,877,000**. For the 30-years of the extended Measure "I", the gross revenue is estimated at **$8,477,716,000**.

CA Board of Equalization Fees. The amount that CA State Board of Equalization (*SBOE*) charges for processing the tax in the past 14-years has varied from 1.1% of actual receipts to 2.3% (*Exhibit 1, column 16/column 17*). It is assumed that the SBOE fee will be **1.5% of the amount of net revenue** to SANBAG (*Exhibit 1, column 17*).

SANBAG Net Revenue. To estimate net revenue to SANBAG is necessary to take the estimated gross revenue (*Exhibit 1 column 15*) and divide by 1+1.5%. This divides out the amount of the 1.5% fee and yields net revenue to the agency (*Exhibit 1, column 17*). Taking 1.5% of this level yields the SBOE fee (*Exhibit 1, column 15*).

SANBAG earned net revenue of $1,152,839,000 during the 15-years including FY 90-91 through FY 04-05. In the remaining 5-years of Measure I (*FY 05-06 to-FY 09-10*), the estimated net amount of the tax would be another $744,690,000 in constant 2005 dollars. For the full 20-years of Measure "I", the total net revenue is thus estimated at **$1,897,529,000**. For the 30-years of the extended Measure "I", the net revenue is estimated at **$8,352,430,000** in constant 2005 purchasing power. Including the last five years of the original measure (*$744,690,000*), the total anticipated constant dollar anticipate net revenue of $9,097,119,000.

Accuracy Summary. The accuracy of this forecast depends upon the accuracy and pattern of the following assumptions:

- Rate of Population Growth is that assumed by SCAG's 2008 RTP forecasting committee.
- Growth of Per Capita Taxable Sales, not including inflation, at 3.58% in normal or good times and 0.00% in two year recessions occurring during the next nine year cycle. After that, it drops to 2.75% for nine years with two recession years. It then drops to 1.75% for seventeen years with four recession years. The recession years lower the compound growth rates in these period, respectively, to 2.75%, 2.15% and 1.37%.
- Rate of CPI inflation growth of 0.00% so the forecast is in 2005 purchasing power.
- Difference between "point of sale" retail sales and "point of delivery" retail sales is 5.8% except a period when it will go from 4.76% in FY 04-05 up to 5.8% in FY 09-10, rising in 0.25% per year increments.
- SBOE fees growth are 1.5% of net revenue to SANBAG.
- A recession occurs in FY 09-10 and FY 10-11and in nine year cycles thereafter.
- There will be nothing like the restructuring and downturn caused by the end of the Cold War in the county's future, as there is no parallel vulnerability to the defense sectors that were downsized in Southern California and San Bernardino County.

Conservative. This analyst believes that these assumptions are quite realistic and tend to the conservative direction. The most important assumption is that of the **3.58%** increase in constant dollar per capita taxable retail spending for the next nine years, followed by reductions to an intermediate rate of **2.75%** from FY 15 to FY 24, and to **1.75%** in FY 25 to FY 40. It requires further comment. This estimate would be high if affected by the following potential issues:

- **The U.S. savings rate is at a negative level for the first time in over 50-years. Could this mean that there will be a serious reduction in spending in the future, causing retail sales to be abnormally low in San Bernardino County?**

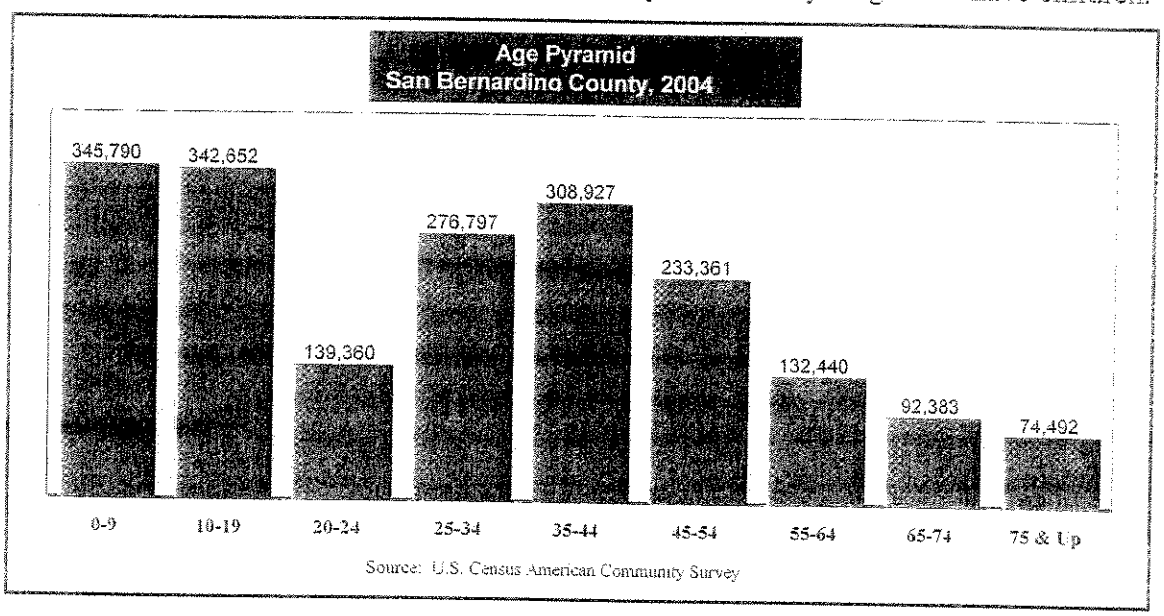
  There may be some truth in this worry, however, this is a U.S. not a local issue. In addition, low savings rates have always been a U.S. phenomenon, worse at some times than others. The particularly low rate right now is because rising real estate values have caused people to treat real estate as an investment. Rather than sell this asset, they have borrowed part of their increased wealth and spent it. This show up as decreasing savings. As long as property values have a "soft" landing, this phenomenon will not be a problem. Even if it is, at worst, it may cause a short term national recession. However, that would cause no more long term damage to spending behavior than any similar such difficulty in the recent past.

  Localizing this phenomenon, a soft-landing scenario appears likely for the Inland Empire's housing market since the region's real estate prices have seen a run-up fundamentally due to a Southern California housing shortage. Those who will be hurt in the next couple of years will be the small minority of families that over-extended on mortgages in 2005. Prior to that, there was a sufficient appreciation in property values to protect the borrowers. It thus appears unlikely that either the national

negative savings rate or a local real estate crash will cause per capita constant dollar retail spending to fall below the 3.58% assumption made in the modeling.

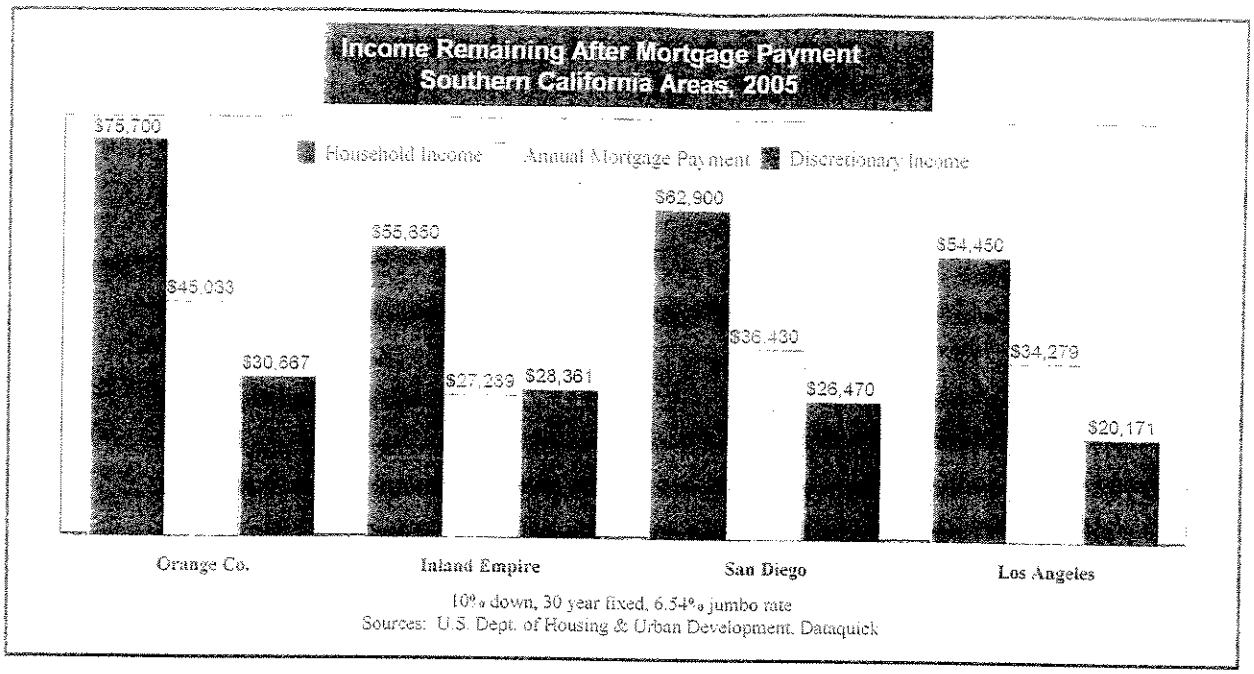
- **There is a potential concern in the age pyramid that has the oldest baby boomers (*born in 1946*) beginning to retire in 2011 at age 65. Could this lead to declining household incomes and constant dollar per capita spending in the 29-years from then until 2040 as retirees become a disproportionately larger segment of the population?**

  Again, this is a national question. For San Bernardino County, there are several important nuances. The first is the fact that the county is not one in which baby boomers are the dominant age group. In 2004, this group was aged 40-59. Note that they were not part of the dominant age groups in the region. This is the case because the migration of families to the county is driven by housing and whether families are buying entry-level of high-end homes, they tend to be younger and have children.



Thus, there were 827,802 people under 25 in the county in 2004 and just 674,728 from age 35 to 64, only some of whom were 40-59 year old baby boomers.

Meanwhile, though the number of retirees will jump and their incomes will go down, this does not necessarily translate into a significant decline in their retail spending. This is the case because this class of people has both retirement income as well as the largest amount of saved assets of any group in the population. In addition, the Inland Empire's property values will work to the advantage of local people who retire and the retirees who will move here. Thus, Orange County's (*$75,700*) median income is over $20,000 higher than the Inland Empire (*$55,600*), but deducting one year's mortgage payments on the median home in the two areas, Orange County's spendable income for non-mortgage related items is only $2,000 higher.



Even at a national level, the fear that national per capita spending will drop discounts the fact that, historically, the U.S. economy has always responded to periods of labor shortage with powerful productivity gains. This would likely be the case in a period with large numbers of retirees supported by a smaller base of working individuals.

Slowing Per Capita Retail Growth. As stated, in FY 15, it is assumed that the aggressive phase of San Bernardino County's economic maturity will start to wane. An intermediate rate of growth of constant dollar per capita retail sales is thus assumed at 2.75%. This is consistent with the idea that the forces making the county's growth so rapid will be playing out and it will begin to approach the behavior of a mature economy such as today's Orange County. With recessions, this rate results in 2.15% compound growth in this period. Orange County's Measure M Forecasts is at 1.53% for this time frame. By FY 24, it is assume that full maturity will have occurred. The economy will thus act very much like Orange County, except without its coastal wealth. For that reason the 1.75% rate was chosen. With recessions, this yields a compound rate of 1.34% for the 17-years through to FY 40. This compares to 1.56% in Orange County's modeling of Measure M during this period.

Underestimating? The assumption of 3.58% constant dollar per capita spending for nine years, followed by reductions to 2.75% and 1.75% would be underestimates of the long term trend if several factors come into play:

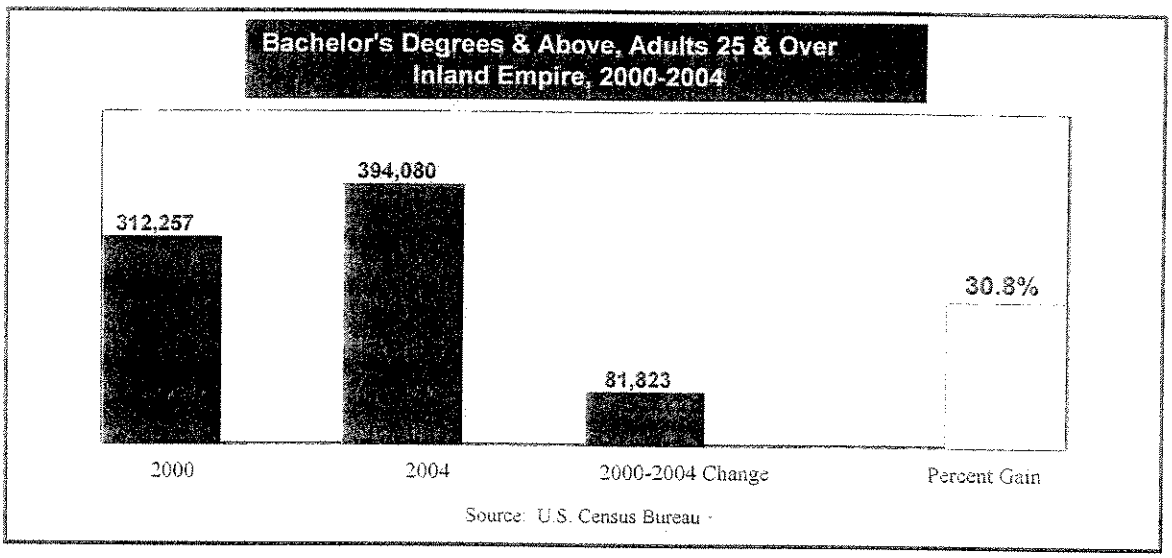
- **Since 2000, there has been a shift in the migration pattern into the Inland Empire with increasing numbers of well-educated people buying high-end homes in the area. They are doing so because this level of housing is beyond their incomes in the coastal counties. Will these people raise the constant dollar per capita spending in the region?**

  There is every reason to suspect that the answer to this question will be "yes". From 2000-2004, the growing base of upscale homes in the Inland Empire has caused the number of people 25 and over with bachelor's degrees and above to grow by 30.8%

or 81,828. Higher educations, high incomes and greater retail spending are, of course, closely correlated.

- **Since the extraordinary success of Victoria Gardens, high-end retailers are looking for potential sites throughout the Inland Empire. Will these outlets raise the constant dollar per capita spending in the region beyond its historical experience?**

  With the incomes of many residents of the Inland Empire much higher than those historically in the area, upscale retailers are now flocking to the area. They will undoubtedly increase constant dollar per capita retail spending in the region by eliminating the outflow of this type of spending to areas like South Coast Plaza in Orange County and Old Town Pasadena in Los Angeles County.



- **Meanwhile, the new residents are bringing their skills with them. How are they affecting the local economy's long term prospects?**

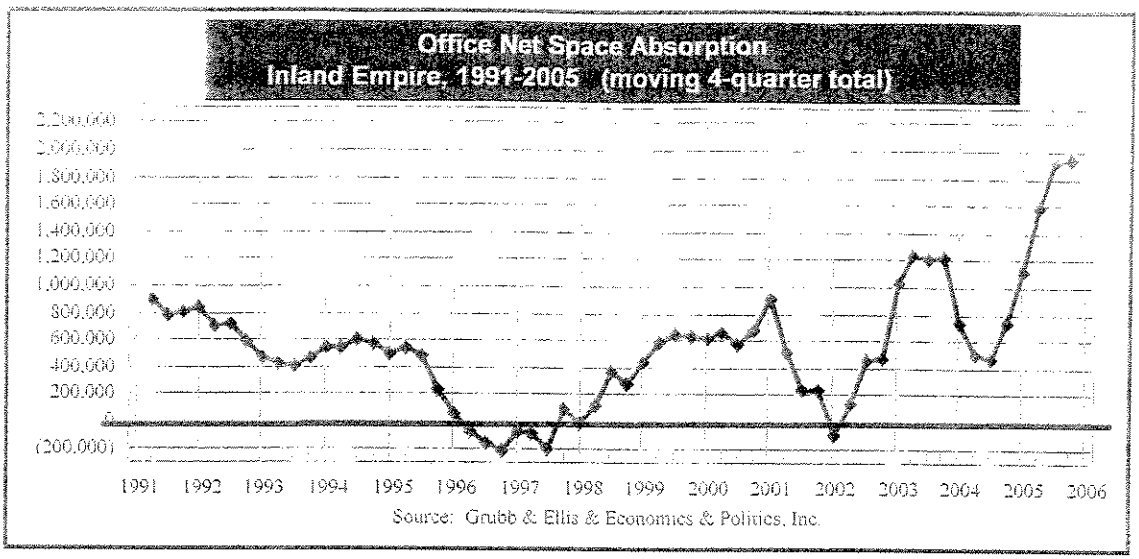
  Historically, once an area begins to acquire a better educated workforce, it becomes competitive for firms and operations that have heretofore not considered locating in it. That is now beginning to happen to the Inland Empire. In 2005, the area saw a record number of firms in the professions, management consulting and the sciences expand in the region.

  Another sign that this is occurring has been the recent take-off in the office market. This form of real estate had been dormant for over a decade. However, it is now at a record level of net space absorption, rents are now at levels found in adjacent coastal county markets and the 7.0% vacancy level is the lowest in the suburban U.S.

  When an economy begins to shift towards white collar jobs this generally means higher average pay will follow since they generally pay better than blue collar jobs, even for non-professional positions.

Most likely, these forces would be most likely to affect the 3.58% figure for the next nine years than the periods afterwards. However, the impact of higher figures in the earlier years has a

greater affect on the total growth of the Measure I revenue stream because it raises the base upon which later growth is calculated.



On balance, the forces that would tend to cause San Bernardino County's constant dollar per capita retail spending to be higher in the future appear to be much stronger than those that might move it in the opposite direction. For this reason, this analyst feels the 3.58% forecasting assumption for the next nine years, with the 0.00% growth in a nine year cycle of recession years is likely an underestimate. The later cycles appear at this time to likely be within the bounds of reason with growth falling to 2.75% and then 1.75%.

How do the forecasts for San Bernardino County compare to Orange County? Below it is assumed that Orange County's per capita constant dollar retail sales grow at 1.5% from FY 05 through FY 11. That is the rate assumed by analysts forecasting that economy's behavior over the next several years. Given that assumption, the following is the year by year comparison of constant dollar per capita retail sales for San Bernardino and Orange Counties. Note that in each case, Orange County's figures remains above those of San Bernardino County.

Fiscal Year	San Bernardino	Orange Co.	Fiscal Year	San Bernardino	Orange Co.
2005-06	$14,609	$17,359	2023-24	$22,200	$22,805
2006-07	$15,132	$17,617	2024-25	$22,600	$23,204
2007-08	$15,673	$17,886	2025-26	$23,000	$23,598
2008-09	$16,233	$18,156	2026-27	$23,400	$24,019
2009-10	$16,233	$18,428	2027-28	$23,400	$24,420
2010-11	$16,200	$18,705	2028-29	$23,400	$24,833
2011-12	$16,800	$18,989	2029-30	$23,800	$25,255
2012-13	$17,400	$19,272	2030-31	$24,217	$25,676
2013-14	$18,000	$19,566	2031-32	$24,640	$26,098
2014-15	$18,500	$19,861	2032-33	$25,071	$26,568
2015-16	$19,000	$20,147	2033-34	$25,510	$27,040
2016-17	$19,500	$20,459	2034-35	$25,957	$27,517
2017-18	$20,000	$20,786	2035-36	$26,411	$27,715
2018-19	$20,000	$21,107	2036-37	$26,411	$28,093
2019-20	$20,000	$21,425	2037-38	$26,411	$28,459
2020-21	$20,600	$21,738	2038-39	$26,873	$28,820
2021-22	$21,200	$22,089	2039-40	$27,342	$29,180
2022-23	$21,800	$22,439			

What will be the dollars generated by the current Measure "I: from 1989 to its completion in 2010? The total generated in 1989 dollars is:

Fiscal Year	Measure "I" Revenue (000)	CPI 1989-90=100	Measure "I" Revenue 1989-90=100
89-90	$4,126	1.000	$4,126
90-91	$54,730	1.054	$51,966
91-92	53,784	1.092	$49,258
92-93	54,748	1.123	$48,654
93-94	54,842	1.147	$47,796
94-95	57,961	1.165	$49,742
95-96	62,037	1.181	$52,536
96-97	64,847	1.204	$53,858
97-98	69,420	1.221	$56,851
98-99	73,244	1.243	$58,943
99-00	81,436	1.277	$63,755
00-01	89,987	1.325	$67,919
01-02	94,458	1.363	$69,323
02-03	102,151	1.403	$72,815
03-04	110,351	1.436	$76,857
04-05	128,793	1.494	$86,196
FY 91 TO FY 05	$1,152,839		$910,496
05-06	135,398	1.494	90,617
06-07	142,340	1.494	95,263
07-08	149,637	1.494	100,146
08-09	157,307	1.494	105,280
09-10	160,006	1.494	107,086
FY 05 to FY 10	$744,690		$498,391
FY 1990-2010	$1,897,529		$1,408,887

It was forecasted in FY 1989-90 that Measure "I" would bring in $1.617 billion dollars in total revenue over its lifetime. In fact, the measure will bring in about $1.409 billion in constant dollar 1989-90 terms. This reduction occurred despite the aggressive behavior of retail sales in recent years. The reason for the lower figure was the very slow activity during the post-Cold War depression in Southern California. This points out the impact on the forecast of lower than expected activity in the early years.

Plans and Programs Policy Committee

2010-2040 Measure I Strategic Plan

June 21, 2006

2010-2040 Measure I Strategic Plan

Cost Estimate Update Basis and Assumptions

June 8, 2006 (Updated June 14, 2006)

Since the passage of the 2010-2040 Measure I Extension in November, 2004, the highway industry has experienced staggering cost increases. With few exceptions, every material used by the highway construction industry has experienced dramatic price increases and, in many cases, reduced availability. To compound the material price and availability issues, fuel price increases have (and continue to) also negatively affected the cost of nearly every construction item. Cost estimates contained in the 2010-2040 Measure I Expenditure Plan were developed in 2001 and 2002 using cost data that was a year or two years old at the time. To evaluate the effects of the substantial changes, the costs estimates in the San Bernardino Associated Governments 2010-2040 Measure I Expenditure Plan have been updated. The intent of this update is to identify changes to the Measure I Expenditure Plan cost estimates, determine the impacts of recent construction price increases, and establish a new cost baseline for the Measure I Expenditure Plan. As mentioned, the price increases have been dramatic and in turn have caused a substantial increase to the Measure I Expenditure Plan. For example, the total cost of the San Bernardino Valley Freeway program has doubled from that of the original estimates prepared for the Measure I Expenditure Plan.

The updated cost estimates contained within this attachment are generally based on conservative assumptions. Conservative, within this context, simply means that the scope of improvements assumed herein are to *full Caltrans standard* and include all of the needed improvements necessary to meet those standards. Many times design exceptions (i.e., exceptions from the standard design criteria) are granted which may help reduce project scope and costs. Other times, however, it is assumed that a design exception will be obtained only to later find out that the exception will not be granted. Typically this results in increased costs since the improvement or effect of the improvement was not anticipated. Whether an exception is actually granted is important, and for the purposes of these estimates, we have assumed that improvements will be to full standard with few exceptions. It must be noted that this assumption is only for our cost estimate basis and it should not be taken to mean that staff will not make every effort develop a reasonable scope of work for every project and vigorously pursue design exceptions as necessary.

The updated cost estimates are based on an assumed project scope of work *and* on a set of cost factors that were established for this purpose. The assumed scope of work for each project is provided in various levels of detail throughout this document. As for the cost factors, historical data was analyzed and incorporated into various cost factors that account for the major expenses on highway projects. The updated cost estimates are supported by specific factors and assumptions that are outlined within each individual estimate. Highway projects are large undertakings that will be (or have been) under development for a considerable length of time. It has been SANBAG's experience that as time passes additional items of work will be added to these projects which will increase their size, complexity, and costs. We have attempted to account for these items using that past experience and other available information. For instance, where complicated freeway-to-freeway connections occur we have included a lump sum cost factor to account for the numerous adjustments that will be required. Other factors have also been developed which are described elsewhere in this document.

A brief description of the basic assumptions that apply to nearly every project is listed below. There are some exceptions to these assumptions and those are noted within the specific project descriptions. These basic assumptions are important because they provide the foundation from which we have developed the estimates. The basic assumptions include four items:

First, full shoulder widths have been assumed for both the median and outside shoulders. In some cases the existing freeway median is not wide enough to accommodate a new lane *and* full median shoulder. In these cases we have assumed outside widening will be included and estimated the project costs accordingly. Caltrans' standard for concrete shoulders was enacted several years ago and we have not experienced (nor do we anticipate) any relief from the standard given the ultimate nature of these projects.

Second, auxiliary lanes are becoming increasingly accepted as an effective and efficient operational improvement. Given the conceptual level of these estimates, it is difficult to estimate the number or length of auxiliary lanes that will be required. Nevertheless, we have attempted to include a length and cost for auxiliary lanes as appropriate to each project.

Third, over the past several years concrete has become the primary material for paving freeway travel lanes and shoulders. Concrete reduces the maintenance requirements and worker exposure

on freeways, but it also is more expensive than asphaltic concrete (at least initially). We have assumed that all of the freeway projects will be paved with concrete unless otherwise noted.

Lastly, we have separated the costs associated with 'interchange' projects and 'mainline freeway' projects so that costs are not counted twice. In many instances existing bridges span an existing freeway and must be replaced to accommodate the mainline widening. When a known interchange project does exist, those bridge replacement costs are included in the interchange project estimate and not the mainline estimate.

In addition to the basic assumptions, the general scope of improvement as assumed for each project is listed below. This list provides an overview as to the number of lanes assumed for each project, how the widening has been estimated – e.g., inside widening vs. outside, etc, and other important assumptions. Specific project details are located within each individual estimate and the associated backup materials.

San Bernardino Valley Freeway Project Estimates:

I-10 Widening Project:

The scope of this project estimate includes one HOV lane and shoulder in each direction and an auxiliary lane for a portion of the project. The existing I-10 median is not wide enough to accommodate a full HOV lane, buffer, and shoulder in all areas, so some outside widening will be necessary. This, together with the addition of some auxiliary lanes, means that the outside shoulder will also have to be rebuilt in areas of the project.

I-15 Widening (Riverside County line to I-215)

The scope of this project estimate includes the construction of one HOV lane and shoulder in each direction. On the stretch of I-15 between I-215 and SR-210, the median is generally wide enough to accommodate the new HOV lane and shoulder. South of SR-210, the I-15 median is too narrow to accommodate all of the widening, so some outside widening will be necessary. In addition, an auxiliary lane is anticipated through a portion of this reach.

I-215 Bi-County (Riverside County line to Orange Show Road)

The scope of this project estimate includes the reconstruction of existing I-215 plus the addition of one HOV and one mixed flow lane in each direction. The reconstruction of I-215 (i.e, the rebuilding of the

entire freeway) is necessary due to the high number of non-standard features that exist on the current freeway. All of the project's interchanges will be reconfigured to meet current standards. Also, although the existing pavement within this reach is asphaltic concrete, we believe it is prudent to plan for concrete pavement given Caltrans' direction in recent years.

Right of way costs are difficult to estimate, but the right of way requirements will be extensive due to the reconfiguration of all of the interchanges. Commercial and light industrial properties are located along the freeway and near many interchanges which will increase the costs of the right of way acquisition. Also, frontage roads that currently parallel the freeway will be relocated which add further to the right of way and overall project complexity issues.

I-215 Widening (SR-210 to I-15)

The scope of this project includes the construction of one lane (HOV or mixed flow) and shoulder in each direction. The existing median does not appear to be wide enough to accommodate the full widening and some outside widening will be necessary along a portion of the project. Near the northern end of the project a moderate amount of right of way will be required to accommodate the relocation of an adjacent frontage road. Also, there are several drainage features have been included in the estimate.

Asphaltic concrete (AC) pavement has been assumed for this project since the existing pavement is AC. Also, portions of the widening will be close to the existing right of way and we have assumed that these portions will fit within the existing right of way. This is not unrealistically optimistic but, it is, nevertheless, worth noting.

SR-210 Widening (I-215 to I-10) – Alternative 1

The scope of this project includes the construction of one lane and median shoulder in each direction in those areas where only two travel lanes currently exist. The entire reach of SR-210 from I-215 to I-10 is approximately ten miles. Of the ten miles, approximately one-half currently has two lanes in each direction and is included in the estimate. Upon completion of the assumed project scope, three continuous mixed flow lanes will stretch from I-215 and I-10. No HOV lanes will exist within the project limits. The project does include a full concrete center barrier over the entire ten mile stretch and soundwalls within the residential portions of the ten mile limit.

SR-210 Widening (I-215 to I-10) – Alternative 2

The scope of this project includes the construction of one HOV lane and median shoulder in each direction from approximately 27th Street (west of I-215) where the existing HOV lane ends to I-10, approximately 11 ½ miles. In addition, one mixed flow lane in each direction will be added where only two travel lanes currently exist, approximately five miles (see Alternative 1). It is anticipated that some outside widening will be necessary within the portion of the project limits where both HOV and mixed flow lanes will be added. Upon completion of the assumed project scope, one HOV and three continuous mixed flow lanes will stretch from I-215 and I-10. The project includes a full concrete center barrier from I-215 to I-10 (approximately 10 miles) and soundwalls within residential portions of the project limits.

Cajon Pass Estimates:

I-15 & I-215 Interchange (Devore Interchange)

The scope of this project estimate includes the reconstruction of the I-15/I-215 interchange as generally depicted in the I-15 Comprehensive Study dated December 20, 2005. The roadway concept assumed for this estimate is to carry two new HOV lanes through the interchange (one in each direction). Doing so will require the reconstruction of most of the connectors and a portion of the I-15 and I-215 mainlines. Our estimate basis reflects four through lanes on I-15 both northbound and southbound, the realignment of southbound I-15/I-215 connector to the west of the interchange, realignment of northbound I-215/I-15, and establishment of truck bypass lanes.

I-15 Cajon Pass Widening

The scope of this estimate includes the construction of one HOV lane and shoulder from the Devore Interchange to US 395. Terrain along the project is steep and fairly rugged and could require a large amount of earthwork. Earthwork was simply estimated as a lump sum volume (five million cubic yards). A new truck climbing lane was not assumed as part of this estimate.

Mountain Desert Area Estimates:

Victor Valley Subarea Projects

The following estimates are for information only and are intended to provide a range of potential costs that may be expected if I-15 through the Victor Valley is widened.

I-15 (US 395 to south of Bear Valley Road – Segment 2)

The scope of this estimate includes the construction of one HOV lane and shoulder in each direction. The existing median does not appear to be wide enough to accommodate the full lane and shoulder width so some outside widening may necessary. It is assumed that the improvements will fit within the existing right of way and no major modifications to frontage roads will be necessary.

I-15 (Bear Valley Road to Route 18 – Segment 1)

The scope of this estimate includes the construction of one HOV lane and shoulder in each direction. This project is complicated by the limited right of way and narrower median. This combination leads to extensive right of way needs within a developed area and the reconstruction of frontage roads and local improvements along the freeway.

Interchange Projects (Ranchero Road, Eucalyptus St, and Nisqualli Rd/La Mesa Rd)

The estimated costs presented are the most current for the projects as reported by the consultants working on the project development. The costs reflect an average cost for the current range of alternatives and have also been adjusted to include administrative costs.

Detailed Estimate Explanation

The cost estimates are generally based upon per mile cost factors for various items of work. Per-mile factors are then multiplied by the overall project length and in some cases also by a percentage factor meant to account for the estimated length of that item. The overall project length is simply the distance of the project in one direction. If a project consists of constructing two HOV lanes, then the project length is multiplied by the number of lanes (two, for this example). In some cases we have assumed a partial lane (e.g., 0.5) which accounts for roadway widening on a portion of the overall length. Auxiliary lanes are a good example of an item that would not necessarily extend for an entire project length. Once the lane miles are known then a unit cost factor for earthwork and paving is multiplied by the lane miles to determine a cost.

Other items such as retaining walls or soundwalls have been estimated using a percentage of the project distance. A factor of 0.3 for retaining walls would mean that we estimated a retaining wall along 30 percent of one side of the project, or a wall along each side of 15 percent of both sides of the project.

Lengths and factors are typically based upon the project distance listed in the upper right corner of the detailed estimate. Those lengths are then multiplied by a unit rate for retaining wall construction.

One of the most difficult items to estimate is right of way costs. The extent and cost of right of way is many times underestimated. Our right of way estimates are based on the number of acres per mile that will be required for the project. For example, a ten mile widening project might require a relatively small amount of right of way. If so, a factor of 0.25 might be used which would represent 0.25 acres/mile of right of way, or 2.5 acres (roughly 100,000 sf) for the entire project. The difficult determination is estimating the unit cost of land. We have assumed three categories of land: 1) residential; 2) commercial; and 3) undeveloped land. Commercial has been assumed to be most expensive and undeveloped land the least expensive.

The factors used in developing these cost estimates are derived from historical SANBAG cost data as well as other industry cost data. Our most recent data includes that of the I-10 Median Lane Addition project which bid in September, 2005 and represents work very similar to most of the projects contained in the Expenditure Plan - i.e., widening projects on operating freeways. Other historical SANBAG project data have been included, the I-10 project is simply one example. We have also researched other sources and incorporated those data as applicable. We believe that our factors and estimates provide a good representation of the expected costs and that the estimates capture a realistic view of the expected costs.

SAMPLE DETAILED ESTIMATE

SR-30/210 Widening (Alternative 2)
from I-215 to I-10

Total Miles	11.5
Outside Lane constructed over existing shoulder	0.85
Outside Lane	0
Outside Shoulder	0.7
HOV/Inside Lanes	2
Inside Shoulder	2

Construct one inside lane and shoulder each direction where needed - about 5 miles. Construct one HOV lane in each direction from 27th Street to I-10 - about 11-1/2 miles

Item	Cost Category	Factor	Unit	Cost		
1	***Project Support***					
	Percentage of constr. cost	33%				
	PA/ED					
	Engineering					
	Program Management & Oversight					
	Construction Management					
	TOTAL Project Support Cost			**$86,985,000**		
2	***Right of Way***					
	Right of Way (acre/mile)	0.15		$3,456,486	20%	$230
	Residential (SF)			$3,381,345	10%	$450
	Commercial (SF)			$473,388	70%	$9
	Undeveloped land (SF)			**$7,312,000**		
	TOTAL Right of Way Cost					
3	***Utility Relocations***					
	Utilities (cost per mile)			$15,214,500	factor reduced from 1350	
	Low Density	98%	$1,350,000	$621,000		
	High Density	2%	$2,700,000	**$15,836,000**		
	TOTAL Utilities Cost					
4	***Roadway Construction***					
4a	*Paving and Earthwork - Outside Widening*					
	Earthwork - 1st lane	9.89	$50,000	$494,500		
	Earthwork - Other lanes	0	$465,000	$0		
	Earthwork - Shoulder	8.05	$1,495,000	$12,034,750		
	Pavement - Lanes	9.89	$573,000	$5,666,970		
	Pavement - Shoulder	8.05	$477,000	$3,839,850		
	Subtotal - Outside Paving and Earthwork			$22,036,070		
4b	*Paving and Earthwork - Inside Widening*					
	Earthwork	46	$58,000	$2,668,000		
	Pavement - Lanes	23	$573,000	$13,179,000		
	Pavement - Shoulder	23	$477,000	$10,971,000		
	Subtotal - Inside Paving			$26,818,000		
4c	*Barrier*					
	Center barrier per mile	10	$500,000	$5,000,000		
	Other barrier per mile	10	$160,000	$1,600,000		
	Subtotal - Barrier			$6,600,000		
	Adjust mileage to account for entire 10 mile reach					
4d	*Miscellaneous Paving*					
	Cost of frontage roads, local streets, misc. widening, ramps, etc.					
	Non-Freeway Road/Street	0.00	$535,000	$0		
	Ramp Mod. (ea. ramp)	36	$100,000	$3,600,000	reduced from 175	
	Subtotal Misc. Paving			$3,600,000		
	Subtotal Earthwork, Paving, and Barrier			$59,054,070		
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*					
	Removals	5%		$2,952,704		
	Front End Work	15%		$8,858,111		
	Drainage	8%		$4,724,326	reduced from 15%	
	Electrical	5%		$2,952,704		
	Miscellaneous	10%		$5,905,407		
	Subtotal Other Roadway Items			$25,393,250		
	TOTAL Roadway Construction Cost			$84,448,000		

SAMPLE DETAILED ESTIMATE

5	*Wall Construction – Soundwalls and Retaining*				
	Retaining wall per mile	15%	$1,900,000	$3,277,500	reduced from 3000
	Soundwall per mile	75%	$1,300,000	$11,212,500	
	TOTAL Wall Construction Cost			$14,490,000	
6	*Structures Construction*				
	Includes replacements, widenings and allowance for associated street/ramp modifications				
	O/C - Replacement (sf)	0	$250	$0	
	U/C Widening (sf)	372,125	$232	$86,333,000	
	R/R O/C Replacement (ea.)	0	$8,000,000	$0	
7	TOTAL Structures Cost			$86,333,000	
	SUBTOTAL CONSTRUCTION COST			$185,271,000	
8	*Mobilization*	10%		$18,528,000	
	Percentage of SUBTOTAL Construction Cost				
9	*Construction Contingency*	15%		$27,791,000	
	Percentage of SUBTOTAL Construction Cost				
10	*Additional Potential Features and Items*				
	Significant Water Crossings	2	$1,000,000	$2,000,000	
	Major Freeway/Freeway I/C	2	$15,000,000	$30,000,000	
	Major Drainage Systems (ea.)	0	$2,000,000	$0	
	Landscape (per mile)	0	$500,000	$0	
	Subtotal Additional Features			$32,000,000	
11	TOTAL CONSTRUCTION COST			$263,590,000	
12	TOTAL PROJECT COST			$373,723,000	
	Sum of Project Support, Right of Way, Utilities, and Construction Costs				

Freeway Cost Estimate Unit Rates

Note: Rates subject to adjustment within indivdual estimates to account for specific project conditions

Definitions:

HOV Lane - 12' inside lane addition (4' buffer is separate)
Inside Lane Addition - 12' inside lane addition
Inside Shoulder - 10' inside shoulder (no buffer is included)
Aux Lane - 12' outside lane (outside shoulder needed and is separate item)
1st Outside Lane Addition - 12' outside lane addition (outside shoulder is likely required but is separate item)
*Outside Lane Addition Beyond 1st - 12' lane that is beyond the existing shoulder limit and therefore requires full grading (*see note below)*
Outside Shoulder - 10' shoulder (assumes full slope grading and prism since it is assumed to be beyond ex. shoulder).
Misc. Paving - Non-Freeway road or street construction (e.g., frontage rd, reconstruction of local roads, etc)
Misc. Paving - Ramp Modification - Accounts for work necessary to modify ramps near gore points to accommodate outside mainline widening

**Note: In most cases an outside shoulder exists which reduces the amount of rough grading needed for new construction.*

Earthwork	Units	Rate
Inside Travel Lane	Mile	$58,000
Inside Shoulder	Mile	$49,000
Outside Lane (or Shoulder) - widening adjacent to existing lane or shoulder (1)	Mile	$50,000
Outside Shoulder (or lane) - beyond existing shoulder	Mile	$435,000
Out Slope Grading Prism (2)	Mile	$545,000

(1) Note: Calculation of grading quantity for lane or shoulder construction directly adjacent to existing edge of travel way is based on assumption t
a shoulder currently exists and the cooresponding grading for that portion is minimal. Assumes $18/cy for earthwork.
(2) Assumes 4:1 slope, average height of 8 feet (4 feet W/O 215 and 12 feet E/O 215), and $18/cy for earthwork

Mainline Paving PCC Pavement	Units	Rate
Travel Lane - 12' PCC	Mile	$573,000
Shoulder - 10' PCC	Mile	$477,000

Note: Paving cost based upon assumed structural section of 11" PCC, 1" AC bond breaker, and 6" LCB and long life pavement joints
Assumed Cost: PCC cost: $200/CY; LCB: $105/CY; AC: $77/CY

Asphaltic Concrete Pavement	Units	Rate
Travel Lane - 12' AC	Mile	$357,000
Shoulder - 10' AC	Mile	$297,000

Miscellaneous Paving	Units	Rate
Ramp Modification	per ramp loc.	$100,000

Barriers	Units	Rate
Center Barrier	Mile	$500,000
Other Barrier	Mile	$160,000

Note: Other Barrier category accounts for items such as MBGR, outside shoulder barrier, and other misc. locations

Other Construction Items:

Removals	Includes items such as demolition, relocations, clear & grub	5%
Front End and General Project Items	Includes items such as develop water supply, SWPPP, schedule, constr signs, etc.	15%
Drainage	(may vary between 5-15%) Includes items such as onsite and offsite systems, inlets, modifications to ex. drainage systems	15%
Electrical	Includes items such as signals, lighting, temp. signals, controllers	5%
Miscellaneous	Includes items such as, perm. striping, signs (OH and posts), erosion control, fencing	10%

Other Construction Factors' items are applied to the costs of Roadway Paving, Earthwork, and Barrier costs.

Retaining Walls

Wall Height				Units	Rate
4 feet				Mile	$1,380,000
6 feet				Mile	$1,800,000
10 feet				Mile	$3,000,000
14 feet				Mile	$4,400,000
18 feet				Mile	$6,200,000
22 feet				Mile	$8,700,000

Note: Wall height of 10' is typ. assumed.

Sound Walls				Units	Rate
12 feet high				Mile	$1,300,000

Note: Cost is based on masonary wall founded on trench footing.

Structures		Units	Rate
Overcrossing (O/C) Replacement		Sq Ft	$167
Miscellaneous Associated Roadway Items		Sq Ft	$83
Total OC Replacement			$250

		Units	Rate
Undercrossing (U/C) Widening		Sq Ft	$232
Miscellaneous Associated Roadway Items		Sq Ft	$0
Total Widening			$348

		Units	Rate
Overcrossing (O/C) Widening		Sq Ft	$232
Miscellaneous Associated Roadway Items		Sq Ft	$116
Total UC Replacement			$348

Note: "Misc. Associated Roadway Items" includes roadway reconstruction that is necessary to match new structure and includes items such as local street paving, grading, signal reconstruction, ramp termini reconstruction, etc. (Est. to be 50% of bridge)

2010-2040 Measure I
Strategic Plan

San Bernardino Valley
Cost Estimates

June 21, 2006

2010-2040 Measure I Strategic Plan

San Bernardino Valley

Project Description	Updated Cost (Present)	Expenditure Plan	Delta (Expenditure Plan)
Freeway:			
I-10 Widening Project from I-15 to Riverside County Line	$1,227,642,000	$610,000,000	-$617,642,000
I-15 Widening Project from Riverside County Line to I-215	$479,798,000	$180,000,000	-$299,798,000
I-215 Widening Project from Riverside County Line to I-10	$683,740,000	$300,000,000	-$383,740,000
I-215 Widening Project from SR-210 to I-15	$169,994,000	$120,000,000	-$49,994,000
SR-210 Widening Project (Alt. 1) from I-215 to I-10	$138,033,000	$140,000,000	$1,967,000
SR-210 Widening Project (Alt. 2) from I-215 to I-10	$373,723,000	--	--
Carpool Connectors Various Locations (Study Only)	$90,000,000	$90,000,000	$0
Total Freeway Projects*	$2,789,207,000	$1,440,000,000	-$1,349,207,000
*SR-210 Widening Project (Alt 2) not included in Freeway Project "Total"			
Interchanges:			
Total Interchange Projects (Includes 38 Projects)	$942,000,000	$862,000,000	-$80,000,000
Major Street:			
Total Major Street Projects	$1,567,000,000	$1,340,000,000	-$227,000,000
Total San Bernardino Valley Projects	$5,298,207,000	$3,642,000,000	-$1,656,207,000

I-10 HOV Widening Project from I-15 to Riverside County Line

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$248,780,000**
Right of Way		**$147,561,000**
Utility Relocations		**$77,423,000**
Construction Items		
Roadway Construction	$392,416,000	
Wall Construction	$39,990,000	
Structures Construction	$116,294,500	
Mobilization	$54,871,000	
Construction Contingency	$82,306,000	
Additional Construction Items	$68,000,000	
Total Construction Cost		**$753,878,000**
Total Project Cost		**$1,227,642,000**

I-10 Widening
from I-15 to Riverside County Line

Total Miles	31
Outside Lane (constructed over existing shoulder)	2
Outside Lane	0.5
Outside Shoulder	2
HOV/Inside Lanes	2
Inside Shoulder	2

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$248,780,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.5		
	Residential (SF)			$23,293,710
	Commercial (SF)			$121,532,400
	Undeveloped land (SF)			$2,734,479
	TOTAL Right of Way Cost			**$147,561,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	15%	$1,350,000	$6,277,500
	High Density	85%	$2,700,000	$71,145,000
	TOTAL Utilities Cost			**$77,423,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	62	$50,000	$3,100,000
	Earthwork - Other lanes	15.5	$465,000	$7,207,500
	Earthwork - Shoulder	62	$980,000	$60,760,000
	Pavement - Lanes	77.5	$573,000	$44,407,500
	Pavement - Shoulder	62	$477,000	$29,574,000
	Subtotal - Outside Paving and Earthwork			$145,049,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	124	$58,000	$7,192,000
	Pavement - Lanes	62	$573,000	$35,526,000
	Pavement - Shoulder	62	$477,000	$29,574,000
	Subtotal - Inside Paving			$72,292,000
4c	*Barrier*			
	Center barrier per mile	31	$500,000	$15,500,000
	Other barrier per mile	31	$160,000	$4,960,000
	Subtotal - Barrier			$20,460,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.35	$535,000	$11,609,500
	Ramp Mod. (ea. ramp)	122	$100,000	$12,200,000
	Subtotal Misc. Paving			$23,809,500
	Subtotal Earthwork, Paving, and Barrier			$261,610,500
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$13,080,525
	Front End Work	15%		$39,241,575
	Drainage	15%		$39,241,575
	Electrical	5%		$13,080,525
	Miscellaneous	10%		$26,161,050
	Subtotal Other Roadway Items			$130,805,250
	TOTAL Roadway Construction Cost			$392,416,000
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	30%	$3,000,000	$27,900,000
	Soundwall per mile	30%	$1,300,000	$12,090,000
	TOTAL Wall Construction Cost			$39,990,000
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	118,050	$250	$29,512,500
	U/C Widening (sf)	244,750	$232	$56,782,000
	R/R O/C Replacement (ea.)	1	$30,000,000	$30,000,000
7	**TOTAL Structures Cost**			$116,294,500
	SUBTOTAL CONSTRUCTION COST			$548,701,000
8	***Mobilization***	10%		$54,871,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$82,306,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	3	$500,000	$1,500,000
	Major Freeway/Freeway I/C	3	$15,000,000	$45,000,000
	Major Drainage Systems (ea.)	3	$2,000,000	$6,000,000
	Landscape (per mile)	31	$500,000	$15,500,000
	Subtotal Additional Features			$68,000,000
11	**TOTAL CONSTRUCTION COST**			$753,878,000
12	TOTAL PROJECT COST			$1,227,642,000
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	I-10 Widening
PROJECT LIMITS:	I-15 to Riverside County Line (Haven to Riv Co Line)
PROJECT LENGTH (MI):	31
PROJECT SCOPE:	Add 1 HOV in each direction

ROADWAY FACTORS:

OUTSIDE LANE	0	
INSIDE LANE	2	Per the project scope of adding 1 HOV lane in each direction from Haven Avenue to the San Bernardino-Riverside County
AUXILIARY	2	Assume 1 auxiliary lane on each side for entire length of corridor.
OUTSIDE SHOULDER	1	Assume half outside shoulder width of widening required along entire length of project (both sides)
RETAINING WALL	0.6	Retaining Wall estimate based on retaining wall locations shown in the PSR Reports.
SOUND WALL	0.5	Sound wall factor estimated from assuming 15-ft high wall and dividing it by the area assumed in the PSR Raport (1) and assuming similar consistency with the 6 miles of freeway covered by PSR report (2).
RAMPS TOTAL	122	Ramp total includes all interchange ramps, all freeway to freeway connector ramps and the ramps associated with the two rest stops. Ramp total also includes the ramps located at County Line Rd interchange that are within San Bernardino County.

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	25	Assumes there is approximately 30 feet available in the median and will require about 25 feet of outside widening.
BRIDGE WIDEN FACTOR (MULTI)	50	Assumes 40 feet widening to close gap between structures and about 10 feet of outside widening.
BRIDGE REPLACE LENGTH	250	Assumes 1 HOV, 3 mixed flow, 1 auxiliary, 1 HOV buffer, 2 standard shoulders and a 1.5:1 open abutment.
BRIDGE REPLACE WIDTH	VAR	

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	0.5	Estimated using PSR reports.
RESIDENTIAL	5%	Estimated approximately 1.5 miles of potential residential land affected based on 2004 General Plan and aerial photos on SANBAG GIS site.
COMMERCIAL	81%	Estimated approximately 25 miles of potential commercial land affected based on 2004 General Plan and aerial photos on SANBAG GIS site. Commercial category includes commercial, retail, industrial (all non-residential)
UNDEVELOPED LAND	15%	Estimated approximately 4.5 miles of potential bare land affected based on 2004 General Plan and aerial photos on SANBAG GIS site.
HIGH DENSITY UTILITIES	100%	Full project length assumed to be high density due to complexity (Fiber Optic line in Redlands area, and Transmission Tower in median near Etiwanda.) and high density of development west of I-215.
LOW DENSITY UTILITIES	0%	

OTHER FACTORS:

FWY TO FWY INTERCHANGES	3	I-10/I-15, I-10/I-215, I-10/SR 30
MAJOR DRAINAGE FACILITIES	3	
MAJOR WATER CROSSINGS	3	Etiwanda wash, Warm Creek, and Santa Ana River
RAILROAD OVERCROSSINGS	1	Slover Mountain Overpass
RAILROAD UNDERCROSSINGS	3	

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side)..

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Railroad directly adjacent to south side of freeway from Haven to Mt. Vernon

Frontage road from Ford to Wabash on north side, Hampton Road to Live Oak both north and south side, and from Live Oak to the County Line on the north side. (substantial right of way requirements likely)

Overcrossings that are included in the Valley Interchange Project list from Expenditure Plan/Nexus Study are not included in the I-10 HOV Project estimate.

(From West to East) Median width from Haven to about 1200 ft before Day Cyn Channel is about 30 ft wide. From that point to the Kaiser Spur OH the median width varies between 65 and 80 ft. From Kaiser OH to about I-215 the median width is about 36 ft, however at each overcrossing interchange (exceptions are Cedar, Pepper, Rancho), the median narrows to about 15 ft this width continues from gore point to gore point. After I-215 to about Orange, the median is about 36 ft. From Orange to close to Yucaipa the median varies between 50-60 ft. After Yucaipa to the end of the project limits, the median is about 30 ft.

Topography gets hilly east of University in Redlands.

REFERENCE DOCUMENTS:

(1) DRAFT Project Study Report/Project Development Support 08-SBd-10-KP 13.20/53.8, 08-804-OC250K, in San Bernardino County on Interstate I-10 from Haven Avenue Overcrossing to Ford Street Undercrossing.

(2) DRAFT Project Study Report/Project Development Support 08-SBd-10-KP 53.8/63.1, 08-Riv-10-KP R0.0/10.8, 08-185-OA330K, in San Bernardino County on Interstate I-10 from Ford Street Undercrossing to San Bernardino/Riverside County Line to SR 60 in Riverside County.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (West to East)

UNDERCROSSINGS (WIDEN)

ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	TOTAL WIDEN AREA (SQ FT)	NOTES
1	Day Canyon Channel	85	1	2,125	The NB I-15 from EB I-10 ramp merges at this location.
2	Etiwanda Wash (R/L)	50	2	2,500	The (L) bridge (looking East) includes a portion of the Etiwanda WB on-ramp. The wash is at a slight skew for all bridges. Steel bridge and not even between R and L?
3	Etiwanda Wash (S)	50	1	-	The (S) bridge includes a portion of the Etiwanda EB off-ramp. Widening at this location may not be required?
4	Valley Blvd Off ramp (L)	130	1	1,625	Interchange (partial)- 2 ramps
	Valley Blvd Off ramp (R)	225	1	2,813	
5	Etiwanda - San Sevaine Flood Control Channel	185	2	9,250	Separate EB on-ramp structure adjacent to channel crossing structures. Assumed not to require widening.
6	Kaiser Spur Overhead	25	1	625	Railroad
7	Colton Overhead (L)	250	1	3,125	Railroad. I-10 curved in this area. The R/L reference from looking East. Steel bridge
	Colton Overhead (R)	365	1	4,563	
8	La Cadena Dr Undercrossing	65	1	1,625	Interchange (partial) with 2 ramps.
9	9th Street Undercrossing	100	1	2,500	Interchange (partial) with 2 ramps.
10	Pavillion Spur Overhead	235	1	5,875	On a curve and is skewed to the fwy. Both the EB on-ramp and WB off-ramp are part of the overcrossing structure.
11	Warm Creek Undercrossing	410	2	20,500	Water crossing
12	Santa Ana River Undercrossing	860	3	60,200	Water crossing. The "G" structure is the EB I-10 to I-215 Connector. The PSR report shows the I-10/I-215 connector to be widened. Will assume 20 foot widening for this structure. Therefore the total widening is assumed to be 70 feet. The area calculation for this bridge is not automatic and should be adjusted manually.
13	Hunts Lane Undercrossing	150	1	3,750	Includes part of the WB I-10 to I-215 connector ramp.
14	Waterman Ave Undercrossing	165	1	4,125	Interchange with 7 ramps (2 ramps go directly to Hospitality Lane).
15	San Timoteo Creek Undercrossing	205	1	5,125	Average length used (range is from 180-225 feet). Channel is at a skew to the freeway.
16	Gage Canal Undercrossing	105	1	2,625	There is a structure in the PSR that appears to be the San Timoteo UC that is to be removed, but not sure how this will be done. There appears to be a Gage Canal UC per the Thomas Guide.
17	Tippecanoe Ave Undercrossing*	120	1	3,000	Interchange with 4 ramps.
18	Mountain View Av Undercrossing*	160	1	4,000	Interchange with 4 ramps.
19	West Redlands Overhead	365	1	9,125	Railroad and Mission Channel. Skew
20	California Street Undercrossing*	180	1	4,500	Interchange with 4 ramps.
21	Nevada Street Undercrossing	160	1	4,000	
22	Colton Ave-New York Ave Undercrossing	430	1	10,750	This structure over the intersection of Colton Ave and New York Ave. The freeway is at a skew at this location.
	Colton Ave-New York Ave Undercrossing (EB on-ramp)	640	1	12,800	Assume a 20 foot widening for this structure.
23	Texas Ave Undercrossing	185	1	4,625	
24	Eureka Street Undercrossing	165	1	4,125	Interchange (partial)

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

UNDERCROSSINGS (WIDEN) *CONTINUED*					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	TOTAL WIDEN AREA (SQ FT)	NOTES
25	Orange Street Undercrossing	210	1	5,250	Interchange (partial) total of 3 ramps (1 goes directly to Eureka). Gap closure between structures as part of Median Lane Addition Project.
26	Sixth Street Undercrossing	160	1	4,000	Interchange (partial) with 2 ramps. Gap closure between structures as part of Median Lane Addition Project.
27	Church Street Undercrossing	195	1	4,875	Gap closure between structures as part of Median Lane Addition Project.
28	Redlands Overhead	350	1	8,750	Railroad. Gap closure between structures as part of Median Lane Addition Project.
29	University Street Undercrossing *	185	1	4,625	Interchange (partial) with 2 ramps. Gap closure between structures as part of Median Lane Addition Project.
30	Citrus Avenue Undercrossing	275	1	6,875	Gap closure between structures as part of Median Lane Addition Project.
31	Cypress Ave Undercrossing	165	1	4,125	Interchange (partial) with 2 ramps. Gap closure between structures as part of Median Lane Addition Project.
32	Palm Ave Undercrossing	145	1	3,625	Gap closure between structures as part of Median Lane Addition Project.
33	Highland Ave Undercrossing	145	1	3,625	Gap closure between structures as part of Median Lane Addition Project.
34	Ford Street Undercrossing	150	1	3,750	Interchange (partial) with 2 ramps. Gap closure between structures as part of Median Lane Addition Project.
35	Redlands Blvd Undercrossing	215	1	5,375	Skew. Gap closure between structures as part of Median Lane Addition Project.
TOTAL WIDEN		8260	43	244,750	

Assumptions/Notes:
Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.
* indicates on the interchange project list per the Nexus Study and Expenditure Plan

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE)

ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Haven Ave Overcrossing	-	-	-	Assumed to accommodate widening. Two structures overcrossing freeway. Interchange with 6 ramps.
2	Milliken Avenue Overcrossing	-	-	-	Assumed to accommodate widening. Interchange with 4 ramps.
3	EB I-10 to NB I15 Connector	-	-	-	Assumed to accommodate widening.
4	NB I-15 to WB I-10 Connector	-	-	-	Assumed to accommodate widening.
5	I-15	-	-	-	Assumed to accommodate widening. Two structures, 1 each for SB and NB.
6	WB I-10 to SB I-15	-	-	-	Assumed to accommodate widening.
7	SB I-15 to EB I-10	-	-	-	Assumed to accommodate widening.
8	Etiwanda Overcrossing	90	120	46,800	Interchange with 6 ramps. Per the Major Street Project list, there is plans to widen the street from 4 to 6 lanes. Estimate replace width to be 6-12 ft lanes, 1 turn lane, and 35 feet additional width to account for sidewalk and barrier for a total width of 115. Also assume a 390 feet replace length to account for loop on off ramps.
9	Cherry Avenue Overcrossing*	-	-	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps
10	Citrus Avenue Overcrossing*	-	-	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.
11	Sierra Avenue Overcrossing	-	-	-	Interchange with 4 ramps. Assumed to accommodate widening.
12	Cedar Avenue Overcrossing*	-	-	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.
13	Riverside Avenue Overcrossing*	-	-	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps
14	Pepper Avenue Overcrossing*	40	85	-	Interchange with 4 ramps.. Major Street Projects states that Pepper will be widened from 2 lanes to 4 lanes in each direction. Assume total widen to be 85 feet.
15	Slover Mountain Overpass	35	35	8,750	Railroad
16	Rancho Avenue Overcrossing	75	75	18,750	Interchange with 4 ramps.. Slight skew. There is a railroad portion to the bridge. Assumed that the replacement will not include the railroad portion of the bridge.
17	Mt Vernon Overcrossing*	35	35	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.. Bridge is curved and skewed and has a loop ramp, assume replace length of 325 feet. Although Major Street Project plans to widen Mt Vernon from La Cadena to I-10 from 4 to 8 lanes, will assume existing width across I-10.
18	EB I-10 to NB I-215	-	-	-	Assumed to accommodate widening.
19	SB I-215 to EB I-10	-	-	-	Assumed to accommodate widening.
20	I-215	-	-	-	Assumed to accommodate widening.
21	WB I-10 to SB I -215	-	-	-	Assumed to accommodate widening.
22	Richardson Street Overcrossing	45	45	11,250	
23	Alabama Street Overcrossing*	80	80	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.. Major Street Project that states will widen from 2 to 4 lanes, but can't verify at this time that it will include the area over I-10. Will assume for this calculation that existing width will apply to the replacement.
24	EB I-10 to NB SR 30	-	-	-	Assumed to accommodate widening.
25	SB SR 30 to EB I-10	-	-	-	Assumed to accommodate widening.
26	Tennessee St Overcrossing	85	-	-	Assumed to accommodate widening. Interchange with 3 ramps.
27	Wabash Ave Overcrossing*	40	40	-	Assumed to be completed prior to HOV project. Interchange (partial) with 2 ramps.
28	Yucaipa Blvd Overcrossing	85	85	21,250	Interchange with 4 ramps.

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SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE) *CONTINUED*					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
29	16th Street Overcrossing	45	45	11,250	
30	Live Oak Canyon Overcrossing *	55	55	-	Assumed to be completed prior to HOV project. Interchange with 4 ramps.
31	Wildwood Creek Overcrossing (Channel)	-	-	-	Appears to be a culvert only (not bridge structure). Creek has very steep side slopes.
TOTAL REPLACE		690	700	118,050	

sumptions/Notes:
dge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot
rement.
s interchange projects that are outside the scope of the PSR are assumed to be complete for the project.
ndicates on the interchange project list per the Nexus Study and Expenditure Plan

Assume that Overcrossings will be replaced at same width as existing (unless otherwise known to be widened at a future date).

I-15 Widening Project from Riverside County Line to I-215

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$103,029,000**
Right of Way		**$34,186,000**
Utility Relocations		**$30,375,000**
Construction Items		
Roadway Construction	$112,799,000	
Wall Construction	$23,250,000	
Structures Construction	$82,916,800	
Mobilization	$21,897,000	
Construction Contingency	$32,845,000	
Additional Construction Items	$38,500,000	
Total Construction Cost		**$312,208,000**
Total Project Cost		**$479,798,000**

I-15 Widening
from Riverside County Line to I-215

Total Miles	**15**
Outside Lane (constructed over existing shoulder)	**1**
Outside Lane	**0**
Outside Shoulder	**1**
HOV/Inside Lanes	**2**
Inside Shoulder	**2**

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$103,029,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.3		
	Residential (SF)			$2,254,230
	Commercial (SF)			$30,873,150
	Undeveloped land (SF)			$1,058,508
	TOTAL Right of Way Cost			**$34,186,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	50%	$1,350,000	$10,125,000
	High Density	50%	$2,700,000	$20,250,000
	TOTAL Utilities Cost			**$30,375,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	15	$50,000	$750,000
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	15	$980,000	$14,700,000
	Pavement - Lanes	15	$573,000	$8,595,000
	Pavement - Shoulder	15	$477,000	$7,155,000
	Subtotal - Outside Paving and Earthwork			$31,200,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	60	$58,000	$3,480,000
	Pavement - Lanes	30	$573,000	$17,190,000
	Pavement - Shoulder	30	$477,000	$14,310,000
	Subtotal - Inside Paving			$34,980,000
4c	*Barrier*			
	Center barrier per mile	15	$500,000	$7,500,000
	Other barrier per mile	15	$160,000	$2,400,000
	Subtotal - Barrier			$9,900,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	28	$100,000	$2,800,000
	Subtotal Misc. Paving			$2,800,000
	Subtotal Earthwork, Paving, and Barrier			$78,880,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$3,944,000
	Front End Work	15%		$11,832,000
	Drainage	8%		$6,310,400
	Electrical	5%		$3,944,000
	Miscellaneous	10%		$7,888,000
	Subtotal Other Roadway Items			$33,918,400
	TOTAL Roadway Construction Cost			**$112,799,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	50%	$1,800,000	$13,500,000
	Soundwall per mile	50%	$1,300,000	$9,750,000
	TOTAL Wall Construction Cost			**$23,250,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	357,400	$232	$82,916,800
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$82,916,800**
	SUBTOTAL CONSTRUCTION COST			**$218,966,000**
8	***Mobilization***	10%		$21,897,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$32,845,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	2	$500,000	$1,000,000
	Major Freeway/Freeway I/C	2	$15,000,000	$30,000,000
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	15	$500,000	$7,500,000
	Subtotal Additional Features			$38,500,000
11	**TOTAL CONSTRUCTION COST**			**$312,208,000**
12	TOTAL PROJECT COST			$479,798,000
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	I-15 Widening
PROJECT LIMITS:	Riverside County Line to I-215
PROJECT LENGTH:	15 miles
PROJECT SCOPE:	Add 1 HOV in each direction (per 2004 RTP)

ROADWAY FACTORS:		
OUTSIDE LANE	0	
INSIDE LANE	2	Add 1 HOV in each direction
AUXILIARY	1	
OUTSIDE SHOULDER	1	
RETAINING WALL	0.5	
SOUND WALL	0.3	Measured "Residential" areas based on 2004 General Plan (Approximately 9.2 miles total).
RAMPS TOTAL	45	Includes all freeway to freeway ramps.

BRIDGE FACTORS:		
BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	50	Assume widen to accommodate 2-HOV, 2-buffer, 2-shoulder, and barrier.
BRIDGE REPLACE LENGTH	-	Assume all overcrossings can accommodate widening.
BRIDGE REPLACE WIDTH	-	

RIGHT OF WAY AND UTILITY FACTORS:		
RIGHT OF WAY ACRE/MILE	0.25	
RESIDENTIAL	30%	Approximately 9.2 miles of residential over 30 miles of project. (See Sound wall explanation)
COMMERCIAL	62%	
UNDEVELOPED LAND	8%	Approximately 2.5 miles of non-develop land over 30 miles of project. (See Sound wall explanation)
HIGH DENSITY UTILITIES	50%	
LOW DENSITY UTILITIES	50%	

OTHER FACTORS:		
FWY TO FWY INTERCHANGES	2	Devore interchange (I-15/I-215) not included in project.
MAJOR DRAINAGE FACILITIES	0	
MAJOR WATER CROSSINGS	2	Lytle Creek and Cajon Creek
RAILROAD OVERCROSSINGS	0	
RAILROAD UNDERCROSSINGS	3	

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side).

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Median (ETW to ETW) is approximately 65 feet wide from the county line to just north of Jurupa. From just north of Jurupa to just north of Foothill the median is approximately 40 to 45 feet wide. From just north of Foothill to just north of the Cajon Creek Crossing the median is varies between 65 and 70 feet with some areas as wide as 75 feet.

Topography gets hilly (adjacent to I-15) north of the Lytle Creek crossing San Bernardino National Forest (west side) and Glen Helen Regional Park (east side) .

Per PB's comprehensive corridor study, the existing I-15 between SR 60 and US-395 is an 8 lane facility with a 10 to 15 ft median and 4-8 ft median shoulder, 4-12 ft travel lanes (in each direction) and an 8 to 12 ft outside shoulder. There is approximately 12 to 24 ft of additional vacant right of way (outside).

Per PB's report, the following auxiliary lanes are existing: NORTHBOUND-Jurupa on-ramps to I-10 off-ramps, I-10 on-ramps to 4th off ramp, Baseline on-ramp to SR 210 off-ramp SOUTHBOUND- Summit on-ramp to SR 210 off ramps, SR 210 on-ramps to Baseline off-ramps, 4th Street on-ramp to I-10 off ramps, I-10 on-ramps to Jurupa off-ramps.

Per PB's report, the HOV alternative would result in a right of way impact of about 2 1/2 acres.

Potential seismic considerations in Devore IC vicinity.

REFERENCE DOCUMENTS:

I-15 Comprehensive Corridor Study, Final Report. Parsons Brinckerhoff. December 20, 2005.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (South to North)

UNDERCROSSINGS (WIDEN)					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (FT)	NOTES
1	Airport Undercrossing	180	2	9,000	WB I-10 to SB I-215 ramp part of L structure (looking north). Approximately 35 foot gap between structures.
2	Railroad Undercrossing	195	2	9,750	Railroad. Approximately 35 foot gap between structures.
3	I-10 Undercrossing	250	2	12,500	Approximately 35 foot gap between structures.
4	Ontario Mills Parkway Undercrossing	160	2	8,000	Approximately 35 foot gap between structures. I-15/I-10 ramps portion of structures.
5	4th Street Undercrossing	190	2	9,500	Interchange with 4 ramps are part of the overcrossing structure. Approximately 30 foot gap between structures.
6	6th Street Undercrossing	165	2	8,250	Approximately 35 foot gap between structures.
7	? Undercrossing	135	2	6,750	Approximately 30 foot gap between structures.
8	BNSF/SCRRA Undercrossing	180	2	9,000	Railroad. Approximately 30 foot gap between structures.
9	Day Creek Crossing	320	2	16,000	Approximately 30 foot gap between structures. Skew.
10	Arrow Undercrossing*	210	2	10,500	Approximately 30 foot gap between structures. Skew. Future interchange location.
11	Foothill Undercrossing	290	2	14,500	Interchange with 6 ramps. Approximately 30 foot gap between structures.
12	Etiwanda/Church/Miller St Undercrossing	320	2	16,000	Bridges over intersection. Approximately 55 foot gap between structures.
13	Baseline/East Ave Undercrossing (L)*	515	1	12,875	Bridges over intersection. Bridge part of separate interchange project. Interchange with 4 ramps. Approximately 50 foot gap between structures. Skew
	Baseline/East Ave Undercrossing (R)*	640	1	16,000	
14	? Undercrossing	170	2	8,500	Approximately 70 foot gap between structures.
15	Victoria Street Undercrossing	180	2	9,000	Approximately 70 foot gap between structures. Skew
16	Etiwanda-Sevaine Flood Control Channel Undercrossing	135	2	6,750	Approximately 45 foot gap between structures.
17	Cherry Undercrossing	270	2	13,500	Approximately 55 foot gap between structures. Skew
18	Sierra Undercrossing*	185	2	9,250	Bridge part of separate interchange project Interchange has 4 ramps. Approximately 50 foot gap between structures.
19	Lytle Creek Undercrossing	2,025	2	101,250	Water crossing. Approximately 50 foot gap between structures.
20	Wash UC?	-	-	-	Looks like there could be a crossing here, but hard to tell. Likely a culvert
21	Glen Helen Pkwy Undercrossing	150	2	7,500	Interchange with 4 ramps. Approximately 65 foot gap between structures.
22	Glen Helen Rd Undercrossing	205	2	10,250	Approximately 65 foot gap between structures. Skew.
23	BNSF/UP Undercrossing	280	2	-	Railroad. Approximately 60 foot gap between structures. Structure reconfiguration part of Devore IC.
24	Cajon Creek Wash Bridge (R)	575	1	-	Water crossing. Ramps part of structure. There is a bend in the structure. Approximately 60 foot gap between structures. Structure reconfiguration part of Devore IC.
	Cajon Creek Wash Bridge (L)	600	1	-	
TOTAL WIDEN		8,525	46	324,625	

Assumptions/Notes:

Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.

* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

I-215 Bi-County Widening Project from Riverside County Line to I-10

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$93,295,000**
Right of Way		**$294,234,000**
Utility Relocations		**$13,500,000**
Construction Items		
Roadway Construction	$127,275,000	
Wall Construction	$31,625,000	
Structures Construction	$49,667,200	
Mobilization	$20,857,000	
Construction Contingency	$31,286,000	
Additional Construction Items	$22,000,000	
Total Construction Cost		**$282,711,000**
Total Project Cost		**$683,740,000**

I-215 Widening
from Riverside County Line to I-10

Total Miles	5
Outside Lane constructed over existing shoulder	2
Outside Lane	6
Outside Shoulder	2
HOV/Inside Lanes	2
Inside Shoulder	2

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$93,295,000**
2	***Right of Way***			
	Right of Way (acre/mile)	7.2		
	Residential (SF)			$18,033,840
	Commercial (SF)			$268,155,360
	Undeveloped land (SF)			$8,044,661
	TOTAL Right of Way Cost			**$294,234,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	0%	$1,350,000	$0
	High Density	100%	$2,700,000	$13,500,000
	TOTAL Utilities Cost			**$13,500,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	10	$50,000	$500,000
	Earthwork - Other lanes	30	$465,000	$13,950,000
	Earthwork - Shoulder	10	$1,495,000	$14,950,000
	Pavement - Lanes	40	$573,000	$22,920,000
	Pavement - Shoulder	10	$477,000	$4,770,000
	Subtotal - Outside Paving and Earthwork			$57,090,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	20	$58,000	$1,160,000
	Pavement - Lanes	10	$573,000	$5,730,000
	Pavement - Shoulder	10	$477,000	$4,770,000
	Subtotal - Inside Paving			$11,660,000
4c	*Barrier*			
	Center barrier per mile	5	$500,000	$2,500,000
	Other barrier per mile	5	$160,000	$800,000
	Subtotal - Barrier			$3,300,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	2.00	$535,000	$10,700,000
	Ramp Mod. (ea. ramp)	21	$100,000	$2,100,000
	Subtotal Misc. Paving			$12,800,000
	Subtotal Earthwork, Paving, and Barrier			$84,850,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$4,242,500
	Front End Work	15%		$12,727,500
	Drainage	15%		$12,727,500
	Electrical	5%		$4,242,500
	Miscellaneous	10%		$8,485,000
	Subtotal Other Roadway Items			$42,425,000
	TOTAL Roadway Construction Cost			**$127,275,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	200%	$3,000,000	$30,000,000
	Soundwall per mile	25%	$1,300,000	$1,625,000
	TOTAL Wall Construction Cost			**$31,625,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	139,300	$250	$34,825,000
	U/C Widening (sf)	63,975	$232	$14,842,200
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$49,667,200**
	SUBTOTAL CONSTRUCTION COST			**$208,568,000**
8	***Mobilization***	10%		$20,857,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$31,286,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	1	$500,000	$500,000
	Major Freeway/Freeway I/C	1	$15,000,000	$15,000,000
	Major Drainage Systems (ea.)	2	$2,000,000	$4,000,000
	Landscape (per mile)	5	$500,000	$2,500,000
	Subtotal Additional Features			$22,000,000
11	**TOTAL CONSTRUCTION COST**			**$282,711,000**
12	TOTAL PROJECT COST			$683,740,000
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	I-215 Widening (I-215 Bi-County Project)
PROJECT LIMITS:	Riverside County Line to I-10 (Riv Co Line to Orange Show Rd)
PROJECT LENGTH:	5 miles
PROJECT SCOPE:	Add 1 mixed flow lane and 1 HOV in each direction

ROADWAY FACTORS:		
OUTSIDE LANE	2	Per the scope of the current PR/ED effort and consistent with the Route Concept Report, add 1 mixed flow in each direction. (Does not account for total replacement of existing pavement.
INSIDE LANE	2	Per the scope of the current PR/ED effort and consistent with the Route Concept Report add 1 HOV in each direction.
AUXILIARY	2	Assume 1 auxiliary lane on each side for entire length of corridor.
OUTSIDE SHOULDER	1	Assume half outside shoulder width of widening required along entire length of project (both sides)
RETAINING WALL	2	Assume retaining walls will be required over most of the length of the project due to the proximity of businesses to freeway and due to topography (Grand Terrace area).
SOUND WALL	0.25	Assumes approximately 1 mile of sound wall needed total for a total project length of 10 miles.
RAMPS TOTAL	21	Includes I-215/I-10 ramps.

BRIDGE FACTORS:		
BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	-	Values estimated from LAN's preliminary engineering used for each bridge replacement/widen.
BRIDGE REPLACE LENGTH	-	
BRIDGE REPLACE WIDTH	-	

RIGHT OF WAY AND UTILITY FACTORS:		
RIGHT OF WAY ACRE/MILE	7.2	Assumes approximately 60 foot take over a 5 mile distance. This mostly accounts for pushing out area with existing frontage road.
RESIDENTIAL	5%	
COMMERCIAL	94%	
UNDEVELOPED LAND	1%	
HIGH DENSITY UTILITIES	100%	Assumed to be high density due to the high density of development adjacent to the corridor.
LOW DENSITY UTILITIES	0%	

OTHER FACTORS:		
FWY TO FWY INTERCHANGES	1	I-215/I-10
MAJOR DRAINAGE FACILITIES	2	
MAJOR WATER CROSSINGS	1	Santa Ana River
RAILROAD OVERCROSSINGS	2	BNSF and UPRR Lines in Grand Terrace/Colton Area
RAILROAD UNDERCROSSINGS	1	UPRR

GENERAL ASSUMPTIONS AND NOTES:

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Assumes that the Iowa/La Cadena interchange stays at existing location. This worksheet does not assume a new structure at Main St.

All bridge overcrossings will require replacement due to vertical and horizontal clearance. This will require either lowering of freeway, elevating the local roads, or a combination of both.

The estimated dimensions for bridge widening/replacement assumes full standard geometry for the freeway and for the overcrossing streets.

Assume that all pavement for freeway gets replaced during this project.

REFERENCE DOCUMENTS:

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (North to South)

UNDERCROSSINGS (WIDEN)

ID	BRIDGE	BRIDGE LENGTH (FT)	WIDEN (FT)	WIDEN AREA (SQ FT)	NOTES
1	Fairway Dr/Santa Ana River Undercrossing (R)	710	5	3,550	Water Crossing. Bridge widen portion is average value.
	Fairway Dr/Santa Ana River Undercrossing (L)	760	10	7,600	
2	I-10 Undercrossing (R)	260	20	5,200	
	I-10 Undercrossing (L)	260	30	7,800	
3	Steel Road/UPRR/Cooley Road Undercrossing (R)	750	20	15,000	Railroad.
	Steel Road/UPRR/Cooley Road Undercrossing (L)	750	30	22,500	
4	Reche Canyon Creek UC (Channel Crossing)	-	-	-	Culvert?
5	SB I-215 to WB I-10 Connector	775	3	2,325	Bridge widen portion is average value.
	TOTAL WIDEN	4,265	118	63,975	

Assumptions/Notes:
R/L Designation looking North.
Bridge dimensions from LANs estimates based on preliminary geometry, values rounded to the nearest 5 foot increment.

OVERCROSSINGS (REPLACE)

ID	BRIDGE	ASSUMED BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE LENGTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Orange Show Road Overcrossing			-	Assume accommodates widening. Interchange with 5 ramps.
2	East 10 to N 215 Connector Overcrossing			-	Assume accommodates widening
3	South 215 to East 10 Connector Overcrossing			-	Assume accommodates widening
4	West 10 to South 215 Connector Overcrossing			-	Assume accommodates widening
5	Washington/Mt. Vernon Overcrossing	130	265	34,450	Interchange with 5 ramps.
6	Newport Ave Overcrossing	65	200	13,000	Assume Newport is 35 feet wide Skew
7	Barton Rd Overcrossing	130	290	37,700	Interchange with 4 ramps. Skew
8	UP Overcrossing	25	310	7,750	Railroad. Steel Structure. Skew
9	BNSF Overcrossing	40	380	15,200	Railroad. Steel Structure. Skew. Replacement length for this bridge is estimates at 380 feet, which is used for calculation (not automatic area calc).
10	Iowa/La Cadena Overcrossing	130	240	31,200	Interchange with 4 ramps. Skew
	TOTAL REPLACE	520	1,685	139,300	

Assumptions/Notes:
All overcrossings will need to be replaced with the exception of Orange Show Road and the I-10/I-215 connectors.
Assumed bridges have closed end abutments.
Bridge dimensions from LANs estimates based on preliminary geometry, values rounded to the nearest 5 foot increment.

I-215 Northern Widening Project from SR-210 to I-15

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$28,830,000**
Right of Way		**$43,003,000**
Utility Relocations		**$10,800,000**
Construction Items		
Roadway Construction	$45,047,000	
Wall Construction	$14,600,000	
Structures Construction	$5,440,400	
Mobilization	$6,509,000	
Construction Contingency	$9,764,000	
Additional Construction Items	$6,000,000	
Total Construction Cost		**$87,361,000**
Total Project Cost		**$169,994,000**

I-215 Widening
from SR-30/210 to I-15

Total Miles	8
Outside Lane constructed over existing shoulder	0.5
Outside Lane	0
Outside Shoulder	1
HOV/Inside Lanes	2
Inside Shoulder	2

Assumes AC Pavement

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$28,830,000**
2	***Right of Way***			
	Right of Way (acre/mile)	4		$16,030,080
	Residential (SF)			$6,272,640
	Commercial (SF)			$20,699,712
	Undeveloped land (SF)			**$43,003,000**
	TOTAL Right of Way Cost			
3	***Utility Relocations***			
	Utilities (cost per mile)			$10,800,000
	Low Density	100%	$1,350,000	$0
	High Density	0%	$2,700,000	**$10,800,000**
	TOTAL Utilities Cost			
4	***Roadway Construction***			
4a	*Paving and Earthwork - Outside Widening*			
	Earthwork - 1st lane	4	$50,000	$200,000
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	8	$980,000	$7,840,000
	Pavement - Lanes	4	$357,000	$1,428,000
	Pavement - Shoulder	8	$297,000	$2,376,000
	Subtotal - Outside Paving and Earthwork			$11,844,000
4b	*Paving and Earthwork - Inside Widening*			
	Earthwork	32	$58,000	$1,856,000
	Pavement - Lanes	16	$357,000	$5,712,000
	Pavement - Shoulder	16	$297,000	$4,752,000
	Subtotal - Inside Paving			$12,320,000
4c	*Barrier*			
	Center barrier per mile	8	$500,000	$4,000,000
	Other barrier per mile	8	$160,000	$1,280,000
	Subtotal - Barrier			$5,280,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	12	$100,000	$1,200,000
	Subtotal Misc. Paving			$1,200,000
	Subtotal Earthwork, Paving, and Barrier			$30,644,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$1,532,200
	Front End Work	15%		$4,596,600
	Drainage	12%		$3,677,280
	Electrical	5%		$1,532,200
	Miscellaneous	10%		$3,064,400
	Subtotal Other Roadway Items			$14,402,680
	TOTAL Roadway Construction Cost			**$45,047,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	50%	$3,000,000	$12,000,000
	Soundwall per mile	25%	$1,300,000	$2,600,000
	TOTAL Wall Construction Cost			**$14,600,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	23,450	$232	$5,440,400
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$5,440,400**
	SUBTOTAL CONSTRUCTION COST			**$65,088,000**
8	***Mobilization***	10%		$6,509,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$9,764,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	0	$500,000	$0
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	1	$2,000,000	$2,000,000
	Landscape (per mile)	8	$500,000	$4,000,000
	Subtotal Additional Features			$6,000,000
11	**TOTAL CONSTRUCTION COST**			**$87,361,000**
12	TOTAL PROJECT COST			$169,994,000
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	I-215 Widening
PROJECT LIMITS:	SR30/210 to I-15
PROJECT LENGTH:	8 miles
PROJECT SCOPE:	Add 1 HOV each direction

ROADWAY FACTORS:

OUTSIDE LANE	0	
INSIDE LANE	2	
AUXILIARY	0.25	
OUTSIDE SHOULDER	1	
RETAINING WALL	0.5	
SOUND WALL	0.25	Based on residences located close to freeway
RAMPS TOTAL	14	

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	50	Assumes 40 feet widening to close gap between structures and about 10 feet of outside widening.
BRIDGE REPLACE LENGTH	-	Assume existing overcrossings can accommodate an additional lane.
BRIDGE REPLACE WIDTH	-	

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	4	Majority of right of way impacts from Little League Drive and north to end of project limits. There is a major drainage on the east side and an access road that extends approximately 3 miles. Assuming 100 feet needed for extra lane, shoulder, and 4:1 slopes.
RESIDENTIAL	50%	Undeveloped land north of Little League drive is mostly zoned residential per 2004 General Plan, will assume residential for right of way estimation purposes.
COMMERCIAL	35%	
UNDEVELOPED LAND	15%	
HIGH DENSITY UTILITIES	0%	
LOW DENSITY UTILITIES	100%	Majority of project area is vacant or low density.

OTHER FACTORS:

FWY TO FWY INTERCHANGES	1	Excludes the I-215/I-15 Interchange
MAJOR DRAINAGE FACILITIES	1	
MAJOR WATER CROSSINGS	0	
RAILROAD OVERCROSSINGS	0	
RAILROAD UNDERCROSSINGS	0	

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side)..

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Existing pavement section is asphalt concrete, assume existing pavement will remain. Assume added lanes will also be asphalt concrete.

Overcrossings that are included in the Valley Interchange Project list from Expenditure Plan/Nexus Study are not included in the I-10 HOV Project estimate.

Assume pavement will be asphalt concrete to match existing.

REFERENCE DOCUMENTS:

SR 210 Segment 11 Contract 3 plans

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (North to South)

UNDERCROSSINGS (WIDEN)					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (SQ FT)	NOTES
1	North Palm Undercrossing*	150	2	7,500	Interchange with 4 ramps
2	Cable Creek Channel Undercrossing	147	2	7,350	
3	Devil Creek Diversion Undercrossing	62	2	3,100	
4	University Parkway Undercrossing*	110	2	5,500	Interchange with 4 ramps
5	Golf Cart Undercrossing?	0	0	0	Assume no change
TOTAL WIDEN				23,450	

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	UNIQUE INFORMATION
1	Glen Helen Pkwy/Devore Rd Overcrossing*	-	-	-	Interchange with 4 ramps.
2	N. Little League Overcrossing	-	-	-	
TOTAL REPLACE			0		

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan
Overcrossings assumed to accommodate widening.

SR-210 Widening Project (Alt. 1)
from I-215 to I-10

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$32,311,000**
Right of Way		**$1,060,000**
Utility Relocations		**$6,750,000**
Construction Items		
Roadway Construction	$26,112,000	
Wall Construction	$17,325,000	
Structures Construction	$33,292,000	
Mobilization	$7,673,000	
Construction Contingency	$11,510,000	
Additional Construction Items	$2,000,000	
Total Construction Cost		**$97,912,000**
Total Project Cost		**$138,033,000**

SR-30/210 Widening (Alternative 1)
from I-215 to I-10

Total Miles	5
Outside Lane constructed over existing shoulder	0
Outside Lane	0
Outside Shoulder	0
HOV/Inside Lanes	2
Inside Shoulder	2

Construct one inside lane and shoulder each direction where needed - about 5 miles.

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$32,311,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.05		
	Residential (SF)			$500,940
	Commercial (SF)			$490,050
	Undeveloped land (SF)			$68,607
	TOTAL Right of Way Cost			**$1,060,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$6,750,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$6,750,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - Outside Widening*			
	Earthwork - 1st lane	0	$50,000	$0
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	0	$1,495,000	$0
	Pavement - Lanes	0	$573,000	$0
	Pavement - Shoulder	0	$477,000	$0
	Subtotal - Outside Paving and Earthwork			$0
4b	*Paving and Earthwork - Inside Widening*			
	Earthwork	20	$58,000	$1,160,000
	Pavement - Lanes	10	$573,000	$5,730,000
	Pavement - Shoulder	10	$477,000	$4,770,000
	Subtotal - Inside Paving			$11,660,000
4c	*Barrier*			
	Center barrier per mile	10	$500,000	$5,000,000
	Other barrier per mile	10	$160,000	$1,600,000
	Subtotal - Barrier			$6,600,000
	Adjust mileage to account for entire 10 mile reach			
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	0	$100,000	$0
	Subtotal Misc. Paving			$0
	Subtotal Earthwork, Paving, and Barrier			$18,260,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$913,000
	Front End Work	15%		$2,739,000
	Drainage	8%		$1,460,800
	Electrical	5%		$913,000
	Miscellaneous	10%		$1,826,000
	Subtotal Other Roadway Items			$7,851,800
	TOTAL Roadway Construction Cost			**$26,112,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	25%	$1,900,000	$2,375,000
	Soundwall per mile	230%	$1,300,000	$14,950,000
	TOTAL Wall Construction Cost			**$17,325,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	143,500	$232	$33,292,000
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$33,292,000**
	SUBTOTAL CONSTRUCTION COST			**$76,729,000**
8	***Mobilization***	10%		$7,673,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$11,510,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	2	$1,000,000	$2,000,000
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	0	$500,000	$0
	Subtotal Additional Features			$2,000,000
11	**TOTAL CONSTRUCTION COST**			**$97,912,000**
12	TOTAL PROJECT COST			$138,033,000
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	SR 210/30 Widening
PROJECT LIMITS:	Highland Ave to San Bernardino
PROJECT LENGTH:	5 miles
PROJECT SCOPE:	Add 1 mixed flow in each direction and widen undercrossings (per 2004 RTP). The scope is further assumed to mean adding one mixed flow in each direction to match up to the areas that are already 3 lanes in each direction.

ROADWAY FACTORS:		
OUTSIDE LANE	0	
INSIDE LANE	2	Assume 1 lane in each direction to fill gap to make 3 lanes in each direction.
AUXILIARY	0	
OUTSIDE SHOULDER	0	
RETAINING WALL	0.25	
SOUND WALL	2.3	Project area predominantly residential. Assume wall on both sides of freeway for a distance of about 6 1/2 miles.
RAMPS TOTAL	10	

BRIDGE FACTORS:		
BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	50	
BRIDGE REPLACE LENGTH	-	Assumed that all overcrossings can accommodate widening.
BRIDGE REPLACE WIDTH	-	

RIGHT OF WAY AND UTILITY FACTORS:		
RIGHT OF WAY ACRE/MILE	0.05	Assumed that addition of a lane can be mostly accommodated within existing right of way.
RESIDENTIAL	72%	The remainder of the project area (minus commercial and undeveloped land) per aerials and 2004 General Plan.
COMMERCIAL	20%	Approximately 4 miles out of a total 20 project miles are commercial per the 2004 General Plan.
UNDEVELOPED LAND	9%	Approximately 1.7 miles out of a total 20 project miles are undeveloped. This area is primarily around the Santa Ana River/City Creek crossings.
HIGH DENSITY UTILITIES	0%	
LOW DENSITY UTILITIES	100%	Assumed to be low density utilities because primarily residential

OTHER FACTORS:		
FWY TO FWY INTERCHANGES	1	
MAJOR DRAINAGE FACILITIES	0	
MAJOR WATER CROSSINGS	2	There are three bridges crossing the Santa Ana River and 1 bridge crossing at City Creek.
RAILROAD OVERCROSSINGS	0	
RAILROAD UNDERCROSSINGS	0	

GENERAL ASSUMPTIONS AND NOTES:

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

(From East to West) From I-10 to City Creek, freeway is elevated, from City Creek to Highland the freeway is depressed, Highland to project limits, freeway is elevated.

From I-215 to just east of H street, SR 30 is only 2 lanes in each direction. SR 210, Segment 11 Mainline will build a median lane and re-stripe (from east of Miramonte Dr) in each direction to match up to the 3 lanes in each direction. The 3 lanes in each direction is from I-259 to Highland Ave interchange after which it drops to two lanes in each direction until around San Bernardino IC near the SR 30/I-10 IC where it increase to 3 in each direction.

The median width (herein defined as ETW to ETW) from I-215 (just east of Miramonte) to I-259 will be 55 feet per the SR 210 Segment 11 Mainline plans. The median width from I-259 to Highland Ave Undercrossing is between 50 and 55 ft. The median from Highland to Victoria varies between 60 and 70 feet (in some areas as much as 74 feet). From Victoria to the 30/330 IC the median gets as wide as about 80 feet. From SR 300 to about City Creek the median is approximately 75 ft. From City Creek south past the Santa Ana River crossing, the median is between 55 and 60 feet wide. South of the Santa Ana River crossing, the median is approximately 85 ft. The median width for the area south of the Santa Ana River bridges to the SR 30/I-10 interchange is approximately 40 ft.

All overcrossings are assumed to be able to accommodate widening. If an overcrossing is planned to be widened as part of a major street project, it is assumed to be part of the major street project and not the freeway project.

REFERENCE DOCUMENTS:

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: (East to West)

UNDERCROSSINGS (WIDEN)					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (SQ FT)	NOTES
1	Lugonia Undercrossing	170	2	-	Ramps are included in bridge width. Gap between bridges is approximately 140 feet.
2	San Bernardino Undercrossing	185	2	9,250	Interchange with 4 ramps. Gap between bridges is approximately 40 feet.
3	Pioneer Undercrossing	140	2	7,000	Ramps are included in bridge width. Gap between bridges is approximately 35 feet.
4	Santa Ana River Undercrossing	895	2	44,750	Water crossing. Gap between bridges is approximately 50 feet.
5	Santa Ana River Crossing 2	145	2	7,250	Water crossing. Gap between bridges is approximately 50 feet.
6	Santa Ana River Crossing 3	185	2	9,250	Water crossing. Gap between bridges is approximately 50 feet.
7	5th Street Undercrossing*	200	2	10,000	Interchange with 4 ramps. Gap between bridges is approximately 70 feet.
8	City Creek Channel Undercrossing	655	2	32,750	Water crossing. Portion of the 5th Street ramps are part of structure.
9	Victoria Undercrossing	200	2	10,000	Gap between bridges is approximately 65 feet.
10	Sand Creek Channel Undercrossing	265	2	13,250	Gap between bridges is approximately 65 feet.
11	Arden Ave/Highland Ave Undercrossing (R)	630	1	-	Interchange with 4 ramps. Skewed. (R/L designation looking west). Gap between bridges is approximately 65 feet.
	Highland Ave Undercrossing (L)	820	1	-	
12	Sterling Ave Undercrossing	180	2	-	Skew. Gap between bridges is approximately 45 feet.
13	Del Rosa Undercrossing*	200	2	-	Interchange with 4 ramps. Slight skew. Gap between bridges is approximately 50 feet.
14	Golden Ave Undercrossing	155	2	-	Gap between bridges is approximately 45 feet.
15	East Twin Channel Undercrossing	85	2	-	Gap between bridges is approximately 45 feet.
16	Miramonte Undercrossing	160	2	-	
17	Little Mountain Undercrossing	205	2	-	
	TOTAL WIDEN			143,500	

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan
Bridge lengths measured from SANBAG GIS resources, values rounded up to the nearest 5 foot increment.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Baseline Overcrossing*	-	-	-	Interchange with 4 ramps.
2	SR30/SR330 Overcrossing (West to South)	-	-	-	
3	Pedestrian Overcrossing	-	-	-	
4	SR 30/SR330 Overcrossing (East to North)	-	-	-	
5	Palm Overcrossing	-	-	-	
6	Orange Overcrossing	-	-	-	
7	Central Avenue Overcrossing	-	-	-	
8	Valencia Overcrossing	-	-	-	
9	Waterman Overcrossing *	-	-	-	Interchange with 4 ramps.
10	Sierra Overcrossing	-	-	-	
11	Mt. View Overcrossing	-	-	-	2 bridges
12	Arrowhead Overcrossing	-	-	-	
13	E Street Overcrossing	-	-	-	
14	SR 30/SR 259 (West to South) Overcrossing	-	-	-	
15	H Street Overcrossing	-	-	-	Interchange with 4 ramps.
16	Muscupiabe Overcrossing	-	-	-	2 bridges

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

SR-210 Widening Project (Alt. 2)
from I-215 to I-10

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$86,985,000**
Right of Way		**$7,312,000**
Utility Relocations		**$15,836,000**
Construction Items		
Roadway Construction	$84,448,000	
Wall Construction	$14,490,000	
Structures Construction	$86,333,000	
Mobilization	$18,528,000	
Construction Contingency	$27,791,000	
Additional Construction Items	$32,000,000	
Total Construction Cost		**$263,590,000**
Total Project Cost		**$373,723,000**

SR-30/210 Widening (Alternative 2)
from I-215 to I-10

Total Miles	11.5
Outside Lane constructed over existing shoulder	0.86
Outside Lane	0
Outside Shoulder	0.7
HOV/Inside Lanes	2
Inside Shoulder	2

Construct one inside lane and shoulder each direction where needed - about 5 miles. Construct one HOV lane in each direction from 27th Street to I-10 - about 11-1/2 miles

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$86,985,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.15		
	Residential (SF)			$3,456,486
	Commercial (SF)			$3,381,345
	Undeveloped land (SF)			$473,388
	TOTAL Right of Way Cost			**$7,312,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	98%	$1,350,000	$15,214,500
	High Density	2%	$2,700,000	$621,000
	TOTAL Utilities Cost			**$15,836,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	9.89	$50,000	$494,500
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	8.05	$1,495,000	$12,034,750
	Pavement - Lanes	9.89	$573,000	$5,666,970
	Pavement - Shoulder	8.05	$477,000	$3,839,850
	Subtotal - Outside Paving and Earthwork			$22,036,070
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	46	$58,000	$2,668,000
	Pavement - Lanes	23	$573,000	$13,179,000
	Pavement - Shoulder	23	$477,000	$10,971,000
	Subtotal - Inside Paving			$26,818,000
4c	*Barrier*			
	Center barrier per mile	10	$500,000	$5,000,000
	Other barrier per mile	10	$160,000	$1,600,000
	Subtotal - Barrier			$6,600,000

Adjust mileage to account for entire 10 mile reach

4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			
	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	36	$100,000	$3,600,000
	Subtotal Misc. Paving			$3,600,000
	Subtotal Earthwork, Paving, and Barrier			$59,054,070
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$2,952,704
	Front End Work	15%		$8,858,111
	Drainage	8%		$4,724,326
	Electrical	5%		$2,952,704
	Miscellaneous	10%		$5,905,407
	Subtotal Other Roadway Items			$25,393,250
	TOTAL Roadway Construction Cost			**$84,448,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	15%	$1,900,000	$3,277,500
	Soundwall per mile	75%	$1,300,000	$11,212,500
	TOTAL Wall Construction Cost			**$14,490,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	372,125	$232	$86,333,000
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$86,333,000**
	SUBTOTAL CONSTRUCTION COST			**$185,271,000**
8	***Mobilization***	10%		$18,528,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$27,791,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	2	$1,000,000	$2,000,000
	Major Freeway/Freeway I/C	2	$15,000,000	$30,000,000
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	0	$500,000	$0
	Subtotal Additional Features			$32,000,000
11	**TOTAL CONSTRUCTION COST**			**$263,590,000**
12	**TOTAL PROJECT COST**			**$373,723,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

PROJECT:	SR 210/30 Widening
PROJECT LIMITS:	27th Street to I-10
PROJECT LENGTH:	11.5 miles
PROJECT SCOPE:	Add 1 mixed flow in each direction and widen undercrossings (per 2004 RTP) and 1 HOV in each direction to have a total freeway cross section of 3 mixed flow and 1 HOV in each direction. Mixed flow lane addition only in areas that are currently 2 mixed flow in each direction.

ROADWAY FACTORS:		
OUTSIDE LANE	0.56	Approximately 5 miles of the project length will have a mixed flow lane added. The limits are from Highland Ave IC to San Bernardino IC. Within these limits there will be an approximately 16 feet of additional outside widening needed to accommodate both HOV and MF lanes.
INSIDE LANE	2.43	
AUXILIARY	1	
OUTSIDE SHOULDER	1	
RETAINING WALL	0.15	
SOUND WALL	0.75	
RAMPS TOTAL	36	
BRIDGE FACTORS:		
BRIDGE WIDEN FACTOR (SINGLE)	-	
BRIDGE WIDEN FACTOR (MULTI)	75	Assume bridges west of SR 259 are widened only 50 feet.
BRIDGE REPLACE LENGTH	-	Assumed that all overcrossings can accommodate widening.
BRIDGE REPLACE WIDTH	-	
RIGHT OF WAY AND UTILITY FACTORS:		
RIGHT OF WAY ACRE/MILE	0.1	Assumed that addition of a lane can be mostly accommodated within existing right of way.
RESIDENTIAL	72%	The remainder of the project area (minus commercial and bare land) per aerials and 2004 General Plan.
COMMERCIAL	20%	Approximately 4 miles out of a total 20 project miles are commercial per the 2004 General Plan.
UNDEVELOPED LAND	9%	Approximately 1.7 miles out of a total 20 project miles are "bare land". This area is primarily around the Santa Ana River/City Creek crossings.
HIGH DENSITY UTILITIES	2%	
LOW DENSITY UTILITIES	98%	Assumed to be low density utilities because primarily residential
OTHER FACTORS:		
FWY TO FWY INTERCHANGES	3	SR 30/I-215,SR 259/SR30, SR 30/ SR 330, SR 30/I-10 (the 259/30 and 30/330 IC combined are counted as 1 major I/C)
MAJOR DRAINAGE FACILITIES	0	
MAJOR WATER CROSSINGS	2	There are three bridges crossing the Santa Ana River and 1 bridge crossing at City Creek.
RAILROAD OVERCROSSINGS	0	
RAILROAD UNDERCROSSINGS	1	

GENERAL ASSUMPTIONS AND NOTES:

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

(From East to West) From I-10 to City Creek, freeway is elevated, from City Creek to Highland the freeway is depressed, Highland to project limits, freeway is elevated.

From I-215 to just east of H street, SR 30 is only 2 lanes in each direction. SR 210, Segment 11 Mainline will build a median lane and re-stripe (from east of Miramonte Dr) in each direction to match up to the 3 lanes in each direction. The 3 lanes in each direction is from I-259 to Highland Ave interchange after which it drops to two lanes in each direction until around San Bernardino IC near the SR 30/I-10 IC where it increase to 3 in each direction.

The median width (herein defined as ETW to ETW) from I-215 (just east of Miramonte) to I-259 will be 55 feet per the SR 210 Segment 11 Mainline plans. The median width from I-259 to Highland Ave Undercrossing is between 50 and 55 ft. The median from Highland to Victoria varies between 60 and 70 feet (in some areas as much as 74 feet). From Victoria to the 30/330 IC the median gets as wide as about 80 feet. From SR 300 to about City Creek the median is approximately 75 ft. From City Creek south past the Santa Ana River crossing, the median is between 55 and 60 feet wide. South of the Santa Ana River crossing, the median is approximately 85 ft. The median width for the area south of the Santa Ana River bridges to the SR 30/I-10 interchange is approximately 40 ft.

All overcrossings are assumed to be able to accommodate widening. If an overcrossing is planned to be widened as part of a major street project, it is assumed to be part of the major street project and not the freeway project.

REFERENCE DOCUMENTS:

SR 210 Segment 11 Plans - Mainline and Early

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

BRIDGES: UNDERCROSSINGS (WIDEN)

ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (SQ FT)	NOTES
1	Lugonia Undercrossing	170	2	8,500	Ramps are included in bridge width. Gap between bridges is approximately 140 feet. Assume widening is 50 feet for HOV lane.
2	San Bernardino Undercrossing	185	2	13,875	Interchange with 4 ramps. Gap between bridges is approximately 40 feet.
3	Pioneer Undercrossing	140	2	10,500	Ramps are included in bridge width. Gap between bridges is approximately 35 feet.
4	Santa Ana River Undercrossing	895	2	67,125	Water crossing. Gap between bridges is approximately 50 feet.
5	Santa Ana River Crossing 2	145	2	10,875	Water crossing. Gap between bridges is approximately 50 feet.
6	Santa Ana River Crossing 3	185	2	13,875	Water crossing. Gap between bridges is approximately 50 feet.
7	5th Street Undercrossing*	200	2	15,000	Interchange with 4 ramps. Gap between bridges is approximately 70 feet.
8	City Creek Channel Undercrossing	655	2	49,125	Water crossing. Portion of the 5th Street ramps are part of structure.
9	Victoria Undercrossing	200	2	15,000	Gap between bridges is approximately 65 feet.
10	Sand Creek Channel Undercrossing	265	2	19,875	Gap between bridges is approximately 65 feet.
11	Arden Ave/Highland Ave Undercrossing (R)	630	1	23,625	Interchange with 4 ramps. Skewed. (R/L designation looking west). Gap between bridges is approximately 65 feet.
	Highland Ave Undercrossing (L)	820	1	30,750	
12	Sterling Ave Undercrossing	180	2	9,000	Skew. Gap between bridges is approximately 45 feet. Assume 50 foot widening.
13	Del Rosa Undercrossing*	200	2	10,000	Interchange with 4 ramps. Slight skew. Gap between bridges is approximately 50 feet.
14	Golden Ave Undercrossing	155	2	7,750	Gap between bridges is approximately 45 feet. Assume 50 foot widening.
15	East Twin Channel Undercrossing	85	2	4,250	Gap between bridges is approximately 45 feet. Assume 50 foot widening.
16	Miramonte Undercrossing	160	2	8,000	Assume 50 foot widening.
17	Little Mountain Undercrossing	205	2	10,250	Assume 50 foot widening.
18	I-215 Undercrossing	355	2	17,750	Assume 50 foot widening.
19	Cajon Blvd Overhead	315	2	15,750	Railroad involvement. Assume 50 foot widening.
20	27th Street Undercrossing	225	3	11,250	One of the structures is for the ES Line. Assume 50 foot widening.
	TOTAL WIDEN			372,125	

Assumptions/Notes:
* indicates on the interchange project list per the Nexus Study and Expenditure Plan
Bridge lengths measured from SANBAG GIS resources, values rounded up to the nearest 5 foot increment.

SAN BERNARDINO VALLEY FREEWAY PROJECTS WORKSHEET

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Baseline Overcrossing*	-	-	-	Interchange with 4 ramps.
2	SR30/SR330 Overcrossing (West to South)	-	-	-	
3	Pedestrian Overcrossing	-	-	-	
4	SR 30/SR330 Overcrossing (East to North)	-	-	-	
5	Palm Overcrossing	-	-	-	
6	Orange Overcrossing	-	-	-	
7	Central Avenue Overcrossing	-	-	-	
8	Valencia Overcrossing	-	-	-	
9	Waterman Overcrossing *	-	-	-	Interchange with 4 ramps.
10	Sierra Overcrossing	-	-	-	
11	Mt. View Overcrossing	-	-	-	2 bridges
12	Arrowhead Overcrossing	-	-	-	
13	E Street Overcrossing	-	-	-	
14	SR 30/SR 259 (West to South) Overcrossing	-	-	-	
15	H Street Overcrossing	-	-	-	Interchange with 4 ramps.
16	Muscupiabe Overcrossing	-	-	-	2 bridges

Assumptions/Notes:
* indicates on the interchange project list per the Nexus Study and Expenditure Plan

Carpool Lane Connector Study
Various Locations

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		$0
Right of Way		$0
Utility Relocations		$0
Construction Items		
Roadway Construction	$0	
Wall Construction	$0	
Structures Construction	$0	
Mobilization	$0	
Construction Contingency	$0	
Additional Construction Items	$0	
Total Construction Cost		$0
Total Project Cost		$90,000,000

Carpool Connectors
Various Locations (Study Only)

Total Miles	0
Outside Lane constructed over existing shoulder	0
Outside Lane	0
Outside Shoulder	0
HOV/Inside Lanes	0
Inside Shoulder	0

Construct one inside lane and shoulder each direction where needed - about 5 miles.

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$0**
2	***Right of Way***			
	Right of Way (acre/mile)	0		
	Residential (SF)			$0
	Commercial (SF)			$0
	Undeveloped land (SF)			$0
	TOTAL Right of Way Cost			$0
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	0%	$1,350,000	$0
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			$0
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	0	$50,000	$0
	Earthwork - Other lanes	0	$465,000	$0
	Earthwork - Shoulder	0	$1,495,000	$0
	Pavement - Lanes	0	$573,000	$0
	Pavement - Shoulder	0	$477,000	$0
	Subtotal - Outside Paving and Earthwork			$0
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	0	$58,000	$0
	Pavement - Lanes	0	$573,000	$0
	Pavement - Shoulder	0	$477,000	$0
	Subtotal - Inside Paving			$0
4c	*Barrier*			
	Center barrier per mile	0	$500,000	$0
	Other barrier per mile	0	$160,000	$0
	Subtotal - Barrier			$0
	Adjust mileage to account for entire 10 mile reach			
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	0	$100,000	$0
	Subtotal Misc. Paving			$0
	Subtotal Earthwork, Paving, and Barrier			$0
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$0
	Front End Work	15%		$0
	Drainage	5%		$0
	Electrical	5%		$0
	Miscellaneous	10%		$0
	Subtotal Other Roadway Items			$0
	TOTAL Roadway Construction Cost			$0
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	0%	$1,900,000	$0
	Soundwall per mile	0%	$1,300,000	$0
	TOTAL Wall Construction Cost			$0
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	0	$232	$0
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			$0
	SUBTOTAL CONSTRUCTION COST			$0
8	***Mobilization***	10%		$0
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$0
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	0	$1,000,000	$0
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	0	$500,000	$0
	Subtotal Additional Features			$0
11	**TOTAL CONSTRUCTION COST**			$0
12	TOTAL PROJECT COST			$90,000,000
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

2010-2040 Measure I
Strategic Plan

Cajon Pass
Cost Estimates

June 21, 2006

2010-2040 Measure I Strategic Plan

Cajon Pass Projects

Project Description	Cost Estimate Updated	Cost Estimate Expenditure Plan	Delta
Devore Interchange Project I-15 & I-215	$201,555,000	$40,000,000	--
I-15 Widening Project (Seg 3) from Devore I/C to Rte 395	$269,833,000	$170,000,000	--
Total Cajon Pass Projects	$471,388,000	$210,000,000	-$261,388,000

I-15 Widening Project from I15/I215 I/C to US 395

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$59,426,000**
Right of Way		**$10,079,000**
Utility Relocations		**$20,250,000**
Construction Items		
Roadway Construction	$119,770,000	
Wall Construction	$11,250,000	
Structures Construction	$5,440,400	
Mobilization	$13,647,000	
Construction Contingency	$20,470,000	
Additional Construction Items	$9,500,000	
Total Construction Cost		**$180,078,000**
Total Project Cost		**$269,833,000**

I-15 Widening (Segs 3 & 4)
from I-215 I/C to Route 395

Total Miles	**15**
Outside Lane constructed over existing shoulder	**0**
Outside Lane	**0**
Outside Shoulder	**0**
HOV/Inside Lanes	**2**
Inside Shoulder	**2**

Assumes AC Pavement

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$59,426,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.5		
	Residential (SF)			$3,757,050
	Commercial (SF)			$1,470,150
	Undeveloped land (SF)			$4,851,495
	TOTAL Right of Way Cost			**$10,079,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$20,250,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$20,250,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - Lump Sum	5	$8	$40,000,000
	Earthwork - N/A	million cy	$0	$0
	Earthwork - N/A		$0	$0
	Pavement - Lanes	0	$573,000	$0
	Pavement - Shoulder	0	$477,000	$0
	Subtotal - Outside Paving and Earthwork			$40,000,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork - N/A	60	$0	$0
	Pavement - Lanes	30	$573,000	$17,190,000
	Pavement - Shoulder	30	$477,000	$14,310,000
	Subtotal - Inside Paving			$31,500,000
4c	*Barrier*			
	Center barrier per mile	15	$500,000	$7,500,000
	Other barrier per mile	15	$160,000	$2,400,000
	Subtotal - Barrier			$9,900,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	0.00	$535,000	$0
	Ramp Mod. (ea. ramp)	12	$100,000	$1,200,000
	Subtotal Misc. Paving			$1,200,000
	Subtotal Earthwork, Paving, and Barrier			$82,600,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$4,130,000
	Front End Work	15%		$12,390,000
	Drainage	10%		$8,260,000
	Electrical	5%		$4,130,000
	Miscellaneous	10%		$8,260,000
	Subtotal Other Roadway Items			$37,170,000
	TOTAL Roadway Construction Cost			**$119,770,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	25%	$3,000,000	$11,250,000
	Soundwall per mile	0%	$1,300,000	$0
	TOTAL Wall Construction Cost			**$11,250,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	23,450	$232	$5,440,400
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$5,440,400**
	SUBTOTAL CONSTRUCTION COST			**$136,461,000**
8	***Mobilization***	10%		$13,647,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$20,470,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	0	$500,000	$0
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	1	$2,000,000	$2,000,000
	Landscape (per mile)	15	$500,000	$7,500,000
	Subtotal Additional Features			$9,500,000
11	**TOTAL CONSTRUCTION COST**			**$180,078,000**
12	**TOTAL PROJECT COST**			**$269,833,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

CAJON PASS PROJECTS WORKSHEET

PROJECT:	I-15 Widening - Cajon Pass
PROJECT LIMITS:	I-215 to US 395
PROJECT LENGTH:	6
PROJECT SCOPE:	Add 1 HOV in each direction.

ROADWAY FACTORS:

OUTSIDE LANE		
INSIDE LANE	2	
AUXILIARY	-	
OUTSIDE SHOULDER	2	
RETAINING WALL	0.25	
SOUND WALL	0.25	
RAMPS TOTAL	8	Does not include proposed interchange ramps.

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	52
BRIDGE WIDEN FACTOR (MULTI)	-
BRIDGE REPLACE LENGTH	-
BRIDGE REPLACE WIDTH	-

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	0.2	Approx. 8 (3.5 Seg 2)miles of frontage road on NB side of freeway and about 5 (3 Seg 2) miles on SB side adjacer
RESIDENTIAL	15%	
COMMERCIAL	50%	
UNDEVELOPED LAND	35%	
HIGH DENSITY UTILITIES	60%	
LOW DENSITY UTILITIES	40%	

OTHER FACTORS:

FWY TO FWY INTERCHANGES	0
MAJOR DRAINAGE	0
MAJOR WATER CROSSINGS	1
RAILROAD OVERCROSSINGS	0
RAILROAD UNDERCROSSINGS	1

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side).

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Per PBs comprehensive corridor study, the existing I-15 between SR 60 and US-395 is an 8 lane facility with a 10 to 15 ft median and 4-8 ft median shoulder, 4-12 ft travel lanes (in each direction) and an 8 to 12 ft outside shoulder. There is approximately 12 to 24 ft of additional vacant right of way (outside).

Per PBs report, there is a truck climbing lane on northbound I-15 from SR 138 to the Cajon Summit.

REFERENCE DOCUMENTS:

I-15 Comprehensive Corridor Study, Final Report. Parsons Brinckerhoff. December 20, 2005.

CAJON PASS PROJECTS WORKSHEET

BRIDGES: (South to North)

UNDERCROSSINGS (WIDEN)

ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (FT)	NOTES
1	Kenwood Avenue Undercrossing	150	2		Interchange with 4 ramps. Two structures with approx. 75 feet between structures.
2	Mathews Ranch Road Undercrossing	0	1	-	Looks like a culvert type structure, approx 195 feet wide?
3	Cleghorn Canyon Wash Undercrossing	300	2		
4	___ Wash Undercrossing	165	2		
5	___ Wash Undercrossing	160	4		Includes two ramp structures.
6	Cleghorn Fire Rd/Cajon Blvd Undercrossing	160	2		Interchange with 4 ramps. Truck weigh station just north of interchange.
7	BNSF/UP Railroad Underpass	55	1		Skew. Approximately 230 ft wide.
8	BNSF/UP Railroad Underpass	80	1		Skew. Approximately 315 ft wide.
9	UP Railroad Underpass	65	1		Median starts to go wide after this structure. Skew. Approximately 325 ft wide.
10	UP Railroad Underpass	155	4		North of Ranchero Road. Two of the four structures are for the frontage roads. There is a 35 ft gap between the I-15 structures. There is a 40 ft gap between NB I-15 and the frontage road and a 20 ft gap between the SB I-15 and the frontage road.
TOTAL WIDEN		1,290	20	0	

Assumptions/Notes:
Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

OVERCROSSINGS (REPLACE)

ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	SR 138 Overcrossing	55	-	-	Interchange with 5 ramps. Existing structure length is about 310 feet. Steel structure.
2	Oak Hill Overcrossing	40	-	-	Interchange with 4 ramps. The median starts to narrow again at this point (after the Cajon Pass). Frontage road on both sides of freeway. Existing bridge length about 295 feet. Just north of this IC the pavement on the SB side is AC. The northbound side is AC
TOTAL REPLACE					

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan
Assume interchange projects will be done prior to freeway widening and therefore not replaced as part of freeway project.

Devore Interchange Project
I-15 & I-215

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$46,471,000**
Right of Way		**$10,213,000**
Utility Relocations		**$4,050,000**
Construction Items		
Roadway Construction	$43,260,000	
Wall Construction	$3,870,000	
Structures Construction	$61,925,600	
Mobilization	$10,906,000	
Construction Contingency	$16,359,000	
Additional Construction Items	$4,500,000	
Total Construction Cost		**$140,821,000**
Total Project Cost		**$201,555,000**

Devore Interchange
(I-15 & I-215 Interchange)

Total Miles	3
Outside Lane (constructed over existing shoulder)	2
Outside Lane	1
Outside Shoulder	1.5
HOV/Inside Lanes	2
Inside Shoulder	1.5

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$46,471,000**
2	***Right of Way***			
	Right of Way (acre/mile)	5		
	Residential (SF)			$4,508,460
	Commercial (SF)			$0
	Undeveloped land (SF)			$5,704,182
	TOTAL Right of Way Cost			**$10,213,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$4,050,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$4,050,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	6	$50,000	$300,000
	Earthwork - Other lanes	3	$465,000	$1,395,000
	Earthwork - Shoulder	4.5	$1,495,000	$6,727,500
	Pavement - Lanes	9	$573,000	$5,157,000
	Pavement - Shoulder	4.5	$477,000	$2,146,500
	Subtotal - Outside Paving and Earthwork			$15,726,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	10.5	$58,000	$609,000
	Pavement - Lanes	6	$573,000	$3,438,000
	Pavement - Shoulder	4.5	$477,000	$2,146,500
	Subtotal - Inside Paving			$6,193,500
4c	*Barrier*			
	Center barrier per mile	3	$500,000	$1,500,000
	Other barrier per mile	3	$160,000	$480,000
	Subtotal - Barrier			$1,980,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	2.00	$535,000	$3,210,000
	Ramp Mod. (ea. ramp)	8	$100,000	$800,000
	Subtotal Misc. Paving			$4,010,000
	Subtotal Earthwork, Paving, and Barrier			$27,909,500
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$1,395,475
	Front End Work	15%		$4,186,425
	Drainage	15%		$4,186,425
	Electrical	10%		$2,790,950
	Miscellaneous	10%		$2,790,950
	Subtotal Other Roadway Items			$15,350,225
	TOTAL Roadway Construction Cost			**$43,260,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	30%	$3,000,000	$2,700,000
	Soundwall per mile	30%	$1,300,000	$1,170,000
	TOTAL Wall Construction Cost			**$3,870,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	281,480	$220	$61,925,600
	U/C Widening (sf)	0	$232	$0
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$61,925,600**
	SUBTOTAL CONSTRUCTION COST			**$109,056,000**
8	***Mobilization***	10%		$10,906,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$16,359,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	2	$500,000	$1,000,000
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	1	$2,000,000	$2,000,000
	Landscape (per mile)	3	$500,000	$1,500,000
	Subtotal Additional Features			$4,500,000
11	**TOTAL CONSTRUCTION COST**			**$140,821,000**
12	**TOTAL PROJECT COST**			**$201,555,000**
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

CAJON PASS PROJECTS WORKSHEET

PROJECT:	Devore Interchange - Alternative 1
PROJECT LIMITS:	From the railroad underpass on I-15 and from just south of Devore Road interchange on I-215 to Kenwood Ave interchange on I-15
PROJECT LENGTH (MI):	3 total (2.2 on I-15 and 0.8 on I-215)
PROJECT SCOPE:	Reconfigure interchange so that I-15 is the major movement through the interchange and to have 4 lanes of traffic in each direction on I-215 through the interchange.

ROADWAY FACTORS:

OUTSIDE LANE		
INSIDE LANE		Assume 823,528 sq ft of roadway requiring major grading and 724,912 sq ft requiring minor grading. Assume of the total 1,548,440 sq ft of roadway, there is a total of 596,900 sq feet of shoulder.
AUXILIARY		
OUTSIDE SHOULDER		
RETAINING WALL		Assume 180 feet of retaining wall average 10 feet high (approximate area of 1800 sq ft)
SOUND WALL	-	Assume 3579 feet of sound wall at approximately 10 feet high (35,790 sq f)
RAMPS TOTAL	8	Includes the ramps at the Devore Road interchange and the Kenwood Interchange.

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	-
BRIDGE WIDEN FACTOR (MULTI)	-
BRIDGE REPLACE LENGTH	VAR
BRIDGE REPLACE WIDTH	VAR

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	5
RESIDENTIAL	5%
COMMERCIAL	25%
UNDEVELOPED LAND	60%
HIGH DENSITY UTILITIES	0%
LOW DENSITY UTILITIES	100%

OTHER FACTORS:

FWY TO FWY INTERCHANGES	-
MAJOR DRAINAGE FACILITIES	
MAJOR WATER CROSSINGS	1
RAILROAD OVERCROSSINGS	-
RAILROAD UNDERCROSSINGS	1

GENERAL ASSUMPTIONS AND NOTES:

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Potential for additional seismic design considerations for structures.

Assume that realignment will result in replacing undercrossings rather than just widen.

REFERENCE DOCUMENTS:

I-15 Comprehensive Corridor Study, Final Report. Parsons Brinckerhoff. December 20, 2005.

CAJON PASS PROJECTS WORKSHEET

BRIDGES: (South to North)

UNDERCROSSINGS (REPLACE)

ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	TOTAL REPLACE AREA (SQ FT)	NOTES
1	I-15 SB over BNSF/UP Railroad	280	1	26,880	Assume width can accommodate 5 travel lanes and shoulders and gore (Use average width of 96 feet)
2	I-15 NB over BNSF/UP Railroad	280	1	22,400	Assume width can accommodate 5 travel lanes and shoulders. (Width of approx. 80 feet)
3	I-215 NB to I-15 SB Connector over Cajon Creek Wash	685	1	21,920	Assume can accommodate 1 travel lane and two shoulders (Width of 32 feet)
4	I-15 SB over Cajon Creek Wash	570	1	38780	Assume can accommodate 4 travel lanes and shoulders (Width of 68 feet)
5	I-15 NB over Cajon Creek Wash	690	1	46,920	Assume can accommodate 4 travel lanes and shoulders (Width of 68 feet)
6	I-15 NB to I-215 SB Connector over Cajon Creek Wash	500	1	16,000	Assume can accommodate 1 travel lane and two shoulders. (Width of 32 feet)
7	I-15 SB over I-215 SB Connector and over the I-215 NB to I-15 SB Connector	1140	1	77,520	Assume can accommodate 4 travel lanes and shoulders. (Width of 68 feet)
8	I-15 NB over I-215 SB Connector and over the I-215 NB to I-15 SB Connector	360	1	24,480	Assume can accommodate 4 travel lanes and shoulders. (Width of 68 feet)
9	I-215 SB over the I-215 NB to I-15 SB Connector	150	1	6,600	Assume accommodates 2 travel lanes and shoulders. (Width of 44 feet)
10	Kenwood Avenue Undercrossing	-	2	-	Assume no change to structures. Interchange with 4 ramps.
TOTAL UNDERCROSSING REPLACE		4655		281,480	

Assumptions/Notes:
Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.

OVERCROSSINGS (REPLACE)

ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	Devore Overcrossing over I-215	-	-	-	Assume can accommodate widening of I-215 and realignment. Bridge has open abutments and no columns at the edge of traveled way. Bridge slopes down from north to south. Length of bridge is approximately 265 feet. Interchange with 4 ramps.
2	Devore Overcrossing over the I-15 NB to I-215 SB Connector.	-	-	-	Assume can accommodate widening of I-215 and realignment. Bridge has open abutments and no columns at the edge of traveled way. Length of bridge is approximately 135 feet. Part of interchange see above.

Assumptions/Notes:

2010-2040 Measure I
Strategic Plan

Victor ValleySubarea
Cost Estimates

June 21, 2006

2010-2040 Measure I Strategic Plan

Victor Valley Subarea

Project Description	Updated Project Cost Estimate
Major Local Highways:	
I-15 Widening (Seg 2)	***$96,829,000***
from Route 395 to 1 mile south of Bear Valley Road	
I-15 Widening (Seg 1)	***$301,340,000***
from 1 mile south of Bear Valley Road to Mojave River	
Interchange Projects:	
Ranchero Road	***$66,800,000***
New interchange on I-15 at Ranchero Road	
Eucalyptus Street	***$69,400,000***
New interchange on I-15 at Eucalyptus St.	
La Mesa Road/Nisqualli Road	***$69,100,000***
New interchange on I-15 at	

Cost Estimate Unit Rates - Highway/Expressway and Arterials (Desert Areas)

Note: Rates subject to adjustment within indivdual estimates to account for specific project conditions

Two Lane Arterial	Units	Rate
AC Pavement - assume two 12' lanes w/o shoulders w/ 6" AC and 8" AB	Mile	$545,000
Grading/Earthwork - assume minimal excavation (2 foot on each lane)	Mile	$94,000
Retaining Walls - none	Mile	$0
Intersection tie-ins to existing roads	each	$40,000
Subtotal		*$679,000*
Other Roadway Items (drainage, removals, front end work, electrical, and striping/signs - assume 40%)		$271,600
Mobilization and Contingency (10% and 15%)		$237,650
Total Construction Cost per mile		*$1,188,250*
Utilities	Lump Sum/mile	$200,000
Right of Way -	Lump Sum/mile	$500,000
Support - PA/ED, Engineering, Construction Mgmt., Misc. (33% of Construction Total)		$392,123
Total Cost (per mile)		**$2,280,373**

Note: AC price = $85/ton; Aggregate Base=$45/cy; Earthwork=$10/cy; C&G=$12/lf; Sidewalk - 3 foot wide at $3/sf

Additional Items (add to cost per mile):

Curb, gutter and sidewalk on two sides $275,000

Four Lane Expressway

Total Cost (per mile) **$30,000,000**

Six Lane Highway

Total Cost (per mile) **$35,000,000**

I-15 Widening Project (Segment 2)
from 1 mi. S/O Bear Valley Rd. to Route 18

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$40,497,000**
Right of Way		**$124,627,000**
Utility Relocations		**$13,500,000**
Construction Items		
Roadway Construction	$66,828,000	
Wall Construction	$14,600,000	
Structures Construction	$11,943,360	
Mobilization	$9,338,000	
Construction Contingency	$14,006,000	
Additional Construction Items	$6,000,000	
Total Construction Cost		**$122,716,000**
Total Project Cost		**$301,340,000**

I-15 Widening (Seg 2)
from Route 395 to 1 mile south of Bear Valley Road

Total Miles	**6**
Outside Lane (constructed over existing shoulder)	**2**
Outside Lane	**0**
Outside Shoulder	**2**
HOV/Inside Lanes	**1**
Inside Shoulder	**2**

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$20,897,000**
2	***Right of Way***			
	Right of Way (acre/mile)	0.2		
	Residential (SF)			$1,803,384
	Commercial (SF)			$2,352,240
	Undeveloped land (SF)			$352,836
	TOTAL Right of Way Cost			**$4,509,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$8,100,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$8,100,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	12	$50,000	$600,000
	Earthwork - Other lanes	0	$230,000	$0
	Earthwork - Shoulder	12	$490,000	$5,880,000
	Pavement - Lanes	12	$357,000	$4,284,000
	Pavement - Shoulder	12	$298,000	$3,576,000
	Subtotal - Outside Paving and Earthwork			$14,340,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	18	$58,000	$1,044,000
	Pavement - Lanes	6	$357,000	$2,142,000
	Pavement - Shoulder	12	$298,000	$3,576,000
	Subtotal - Inside Paving			$6,762,000
4c	*Barrier*			
	Center barrier per mile	6	$500,000	$3,000,000
	Other barrier per mile	6	$160,000	$960,000
	Subtotal - Barrier			$3,960,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	1.00	$535,000	$3,210,000
	Ramp Mod. (ea. ramp)	8	$100,000	$800,000
	Subtotal Misc. Paving			$4,010,000
	Subtotal Earthwork, Paving, and Barrier			$29,072,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$1,453,600
	Front End Work	15%		$4,360,800
	Drainage	15%		$4,360,800
	Electrical	5%		$1,453,600
	Miscellaneous	10%		$2,907,200
	Subtotal Other Roadway Items			$14,536,000
	TOTAL Roadway Construction Cost			**$43,608,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	25%	$1,800,000	$2,700,000
	Soundwall per mile	25%	$1,300,000	$1,950,000
	TOTAL Wall Construction Cost			**$4,650,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	0	$232	$0
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$0**
	SUBTOTAL CONSTRUCTION COST			**$48,258,000**
8	***Mobilization***	10%		$4,826,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$7,239,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	0	$500,000	$0
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	0	$2,000,000	$0
	Landscape (per mile)	6	$500,000	$3,000,000
	Subtotal Additional Features			$3,000,000
11	**TOTAL CONSTRUCTION COST**			**$63,323,000**
12	TOTAL PROJECT COST			$96,829,000
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

I-15 Widening Project (Segment 1)
from 1 mi. S/O Bear Valley Rd. to Route 18

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$40,497,000**
Right of Way		**$124,627,000**
Utility Relocations		**$13,500,000**
Construction Items		
Roadway Construction	$66,828,000	
Wall Construction	$14,600,000	
Structures Construction	$11,943,360	
Mobilization	$9,338,000	
Construction Contingency	$14,006,000	
Additional Construction Items	$6,000,000	
Total Construction Cost		**$122,716,000**
Total Project Cost		**$301,340,000**

I-15 Widening (Seg 1)
from 1 mile south of Bear Valley Road to Mojave River

Total Miles	**8**
Outside Lane constructed over existing shoulder	**2**
Outside Lane	**1**
Outside Shoulder	**2**
HOV/Inside Lanes	**0**
Inside Shoulder	**2**

Item	Cost Category	Factor	Unit	Cost
1	***Project Support***			
	Percentage of constr. cost	33%		
	PA/ED			
	Engineering			
	Program Management & Oversight			
	Construction Management			
	TOTAL Project Support Cost			**$40,497,000**
2	***Right of Way***			
	Right of Way (acre/mile)	7		
	Residential (SF)			$16,831,584
	Commercial (SF)			$87,816,960
	Undeveloped land (SF)			$19,978,358
	TOTAL Right of Way Cost			**$124,627,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	75%	$1,350,000	$8,100,000
	High Density	25%	$2,700,000	$5,400,000
	TOTAL Utilities Cost			**$13,500,000**
4	***Roadway Construction***			
4a	*Paving and Earthwork - **Outside** Widening*			
	Earthwork - 1st lane	16	$50,000	$800,000
	Earthwork - Other lanes	8	$230,000	$1,840,000
	Earthwork - Shoulder	16	$490,000	$7,840,000
	Pavement - Lanes	24	$357,000	$8,568,000
	Pavement - Shoulder	16	$298,000	$4,768,000
	Subtotal - Outside Paving and Earthwork			$23,816,000
4b	*Paving and Earthwork - **Inside** Widening*			
	Earthwork	16	$58,000	$928,000
	Pavement - Lanes	0	$357,000	$0
	Pavement - Shoulder	16	$298,000	$4,768,000
	Subtotal - Inside Paving			$5,696,000
4c	*Barrier*			
	Center barrier per mile	8	$500,000	$4,000,000
	Other barrier per mile	8	$160,000	$1,280,000
	Subtotal - Barrier			$5,280,000
4d	*Miscellaneous Paving*			
	Cost of frontage roads, local streets, misc. widening, ramps, etc.			

	Non-Freeway Road/Street	2.00	$535,000	$8,560,000
	Ramp Mod. (ea. ramp)	12	$100,000	$1,200,000
	Subtotal Misc. Paving			$9,760,000
	Subtotal Earthwork, Paving, and Barrier			$44,552,000
4e	*Other Roadway Construction Items - percentage of Earthwork, Paving, and Barrier costs*			
	Removals	5%		$2,227,600
	Front End Work	15%		$6,682,800
	Drainage	15%		$6,682,800
	Electrical	5%		$2,227,600
	Miscellaneous	10%		$4,455,200
	Subtotal Other Roadway Items			$22,276,000
	TOTAL Roadway Construction Cost			**$66,828,000**
5	***Wall Construction - Soundwalls and Retaining***			
	Retaining wall per mile	50%	$3,000,000	$12,000,000
	Soundwall per mile	25%	$1,300,000	$2,600,000
	TOTAL Wall Construction Cost			**$14,600,000**
6	***Structures Construction***			
	Includes replacements, widenings and allowance for associated street/ramp modifications.			
	O/C - Replacement (sf)	0	$250	$0
	U/C Widening (sf)	51,480	$232	$11,943,360
	R/R O/C Replacement (ea.)	0	$8,000,000	$0
7	**TOTAL Structures Cost**			**$11,943,360**
	SUBTOTAL CONSTRUCTION COST			**$93,372,000**
8	***Mobilization***	10%		$9,338,000
	Percentage of SUBTOTAL Construction Cost			
9	***Construction Contingency***	15%		$14,006,000
	Percentage of SUBTOTAL Construction Cost			
10	***Additional Potential Features and Items***			
	Significant Water Crossings	0	$500,000	$0
	Major Freeway/Freeway I/C	0	$15,000,000	$0
	Major Drainage Systems (ea.)	1	$2,000,000	$2,000,000
	Landscape (per mile)	8	$500,000	$4,000,000
	Subtotal Additional Features			$6,000,000
11	**TOTAL CONSTRUCTION COST**			**$122,716,000**
12	TOTAL PROJECT COST			$301,340,000
	Sum of Project Support, Right of Way, Utilities, and Construction Costs			

VICTOR VALLEY LOCAL MAJOR STREETS PROJECT WORKSHEET

PROJECT:	I-15 Widening
PROJECT LIMITS:	US 395 to Stoddard Wells Road
PROJECT LENGTH:	Approx 16?
PROJECT SCOPE:	Add 1 HOV in each direction.

ROADWAY FACTORS:

OUTSIDE LANE		
INSIDE LANE	2	
AUXILIARY	-	
OUTSIDE SHOULDER		
RETAINING WALL	0	
SOUND WALL	0.17	
RAMPS TOTAL	40	Does not include proposed interchange ramps.

BRIDGE FACTORS:

BRIDGE WIDEN FACTOR (SINGLE)	52
BRIDGE WIDEN FACTOR (MULTI)	-
BRIDGE REPLACE LENGTH	-
BRIDGE REPLACE WIDTH	-

RIGHT OF WAY AND UTILITY FACTORS:

RIGHT OF WAY ACRE/MILE	0.875	Per PBs report, approximately 9 ac for Seg 1 and 5 ac for Seg 2 will be needed (for 1 HOV in each direction).
RESIDENTIAL	15%	PBs report states approx 2 ac residential, 2 ac commercial, 2 ac public services, utilities, remaining acreage is other?
COMMERCIAL	15%	
UNDEVELOPED LAND	35%	
HIGH DENSITY UTILITIES	60%	
LOW DENSITY UTILITIES	40%	

OTHER FACTORS:

FWY TO FWY INTERCHANGES	0
MAJOR DRAINAGE	0
MAJOR WATER CROSSINGS	1
RAILROAD OVERCROSSINGS	0
RAILROAD UNDERCROSSINGS	1

GENERAL ASSUMPTIONS AND NOTES:

Assume sufficient right of way in median to accommodate most of widening with the exception of slight outside widening (approximately 5 feet on each side).

Assume ADL soil can be reused onsite

Assume minimal retrofit to existing structures included in estimate. Major retrofit work not included.

Per PBs comprehensive corridor study, the existing I-15 between US-395 and D Street is generally a 6 lane facility with a 10 to 15 ft median and 4-8 ft median shoulder, 4-12 ft travel lanes (in each direction) and an 8 to 12 ft outside shoulder. There is approximately 12 to 24 ft of additional vacant right of way (outside).

Auxiliary lane are present at the Roy Rogers on-ramp to Mojave off-ramp in the northbound direction and in the southbound direction between D St and Mojave, Mojave and Roy Rogers, and Roy Rogers to Palmdale.

Per PBs report, frontage roads generally parallel I-15 through Victor Valley. On the northbound side a continuous frontage frontage road (Mariposa Rd) is provided from Oak Hill to Palmdale. On the southbound side there is a frontage road from Palmdale to Main (Amargosa Rd) and from Joshua to Oak Hill (Caliente Rd). Frontage roads are generally undivided with one lane in each direction.

The Interchange reconstruction report estimated approximately 65 acres of right of way would be required for the length of project between Mojave River and Stoddard Wells. ($8MM)

REFERENCE DOCUMENTS:

I-15 Comprehensive Corridor Study, Final Report. Parsons Brinckerhoff. December 20, 2005.

Interchange Reconstruction n the City of Victorville, Draft Project Report. Jim Basicom and Guy Visbal (San Bernardino County Freeway Study Team). January 2005.

VICTOR VALLEY LOCAL MAJOR STREETS PROJECT WORKSHEET

BRIDGES: (South to North)

UNDERCROSSINGS (WIDEN)					
ID	BRIDGE	BRIDGE LENGTH (FT)	NO. OF STRUCTURES	WIDEN AREA (FT)	NOTES
1	California Aqueduct Undercrossing		1	-	Frontage roads adjacent to both NB and SB sides of freeway. NB side frontage road peels away from freeway a bit around Eucalyptus St.
2	National Trails Hwy/D Street Undercrossing	400	1	20,800	Interchange with 4 ramps. Crosses over railroad (4 tracks). (no median between this crossing and Mojave River crossing). Outside widen. I-15 ascends at a 4.54% grade at the ramp entrance. Per draft PSR, existing structure is 6 span composite welded steel girder structure. Existing minimum clearance above railroad is 7.31 m (24 ft)
3	E Street Undercrossing	-	-	-	Interchange with 4 ramps. Overcrossing structure is same as D street above.
4	Mojave River Undercrossing	590	1	30,680	Major water crossing. Median returns north of the crossing. Outside widen. Existing width is 85 ft.
TOTAL WIDEN		990	3	51,480	

Assumptions/Notes:
Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan

OVERCROSSINGS (REPLACE)					
ID	BRIDGE	EXISTING BRIDGE WIDTH (FT)	ASSUMED REPLACE BRIDGE WIDTH (FT)	REPLACE AREA (SQ FT)	NOTES
1	US 395 Overcrossing	35	35	-	Bridge length approximately 385 feet. Steel Structure. Interchange with 2 ramps. Assume accommodates widening
2	Joshua Street Overcrossing *	30	-	-	Partial interchange with 2 ramps. Steel structure approximately 175 feet long. Frontage road adjacent to northbound 15 after Joshua IC.
3	Main Street Overcrossing	45	-	-	Interchange with 6 ramps. Bridge approximately 250 feet long. Assume bridge accommodates widening.
4	Bear Valley Road Overcrossing*	100	-	-	Interchange with 5 ramps. Existing structure length approximately 345 feet. Existing structure has columns located at toe of abutment.
5	Palmdale Overcrossing	85	85	-	Interchange with 6 ramps. Existing length is approx 235 feet. Looks like can accommodate widening. Ramps go under structure.
6	Roy Rogers/La Paz Overcrossing	85	85	-	Interchange with 4 ramps. Existing length is approx 370 feet. Median north of this area is approximately 40 feet. Frontage road on NB side between Palmdale and La Paz. Looks like can accommodate widening. Ramps also go under structure.
7	Mojave Drive Overcrossing	55	55	-	Interchange with 4 ramps. Existing length is approx 240 ft. Proposed project that will span I-15 adjacent to this location will accommodate future widening but the existing structure will not accommodate widening.
8	Stoddard Wells Overcrossing	30	-	-	Interchange with 4 ramps. Existing length approx 200 ft. Assume accommodates widening. Bridge cannot accommodate outside widening due to column spacing adjacent to traveled way (per PSR report)
TOTAL REPLACE					

Assumptions/Notes:
* Indicates on the interchange project list per the Nexus Study and Expenditure Plan
Assume interchange projects will be done prior to freeway widening and therefore not replaced as part of freeway project.

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: July 5, 2006

Subject: Development Mitigation Program Cost Escalation Factor

Recommendation:* Adopt the rolling 5-year average of the Caltrans Construction Items Index (12.9% for calendar year 2004-2005) as the cost escalation factor for the San Bernardino County Development Mitigation Program

Background: One of the requirements of the Development Mitigation Program approved by the San Bernardino County Congestion Management Agency (CMA) in November 2005 is an annual update of Nexus Study project costs and fair share development contributions to these projects. This is accomplished by CMA adoption of an escalation factor to be applied uniformly by each affected jurisdiction so that development contributions keep pace with cost increases and so that no jurisdiction's development mitigation program is advantaged or disadvantaged by the choice of escalation factor. The Comprehensive Transportation Plan Technical Advisory Committee (CTP TAC) suggested CMA approval of these factors by the end of each fiscal year so that they are available to jurisdictions for all or most of the subsequent fiscal year.

At the May 2006 Plans and Programs Committee (PPC) meeting, staff presented the Caltrans Construction Items Index to be used as the escalation factor for the Development Mitigation Program. This recommendation was made after an analysis of six escalation indices. The six escalation indices that were considered in making the recommendation are included as Attachment 1 to this agenda item.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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Attachments: PPC0605A1-RPG, PPC0606A2-RPG, PPC0606A3-RPG

Staff recommended use of the Caltrans California Construction Items Index as the escalation factor for the Development Mitigation Program because it is the only escalation index that is specific to the unique characteristics of the California transportation construction industry. The most current annual rate of cost escalation in the Index is 24.10%, representing escalation from the end of calendar year 2004 to the end of calendar year 2005.

At the May 2006 PPC meeting this item was tabled and asked to be brought back before the committee again in June for two reasons. First, additional discussion of this item was seen to be needed from an expanded group of CTP TAC representatives. Second, the additional time was seen to provide opportunity for local jurisdictions to compile and present either contradictory or corroboratory evidence to be considered when determining the appropriate escalation factor to be used for the Development Mitigation Program. Following the May 2006 PPC meeting, staff sent out a letter to public works directors and planning directors from each of the member jurisdictions notifying them of the June CTP TAC meeting at which this item would be further discussed. The letter asked each of the representatives to bring with them additional information to be considered when determining an escalation factor to be used in the Development Mitigation Program. Included with the letter was all of the supplemental material presented at the May 2006 PPC Meeting. This letter was also sent electronically to the entire CTP TAC mailing list.

The issue of which cost escalation index to be used was again discussed at the June 12 CTP TAC meeting. Both High Desert and San Bernardino Valley jurisdictions were well-represented, and the Building Industry Association (BIA) and the National Association of Industrial and Office Properties (NAIOP) had representatives present as well. The only jurisdiction to bring additional information to be considered was the City of Victorville. Their information was based on an independent analysis of their local development mitigation program that occurred in March 2006. In Victorville's staff recommendation, they advocated using the Caltrans Construction Items Index for interchanges and grade separation projects and using a separate analysis of items typically used for the construction of arterials roadways for their arterial projects. Both components of Victorville's independent analysis indicate that 24% is the appropriate escalation factor to use. This corroborates the material that was provided to SANBAG in May by the City of Ontario contained in this agenda item as Attachment 2.

After additional review of the escalation factor and an expanded opportunity for technical input into the choice of the escalation factor, staff again recommends using the Caltrans Construction Items Index as the basis for escalating the costs and amounts of fair share development contribution contained within the Nexus

Study. Recommendation of the Caltrans Construction Items Index, to be used as the escalation factor for the Development Mitigation Program, is based on the best technical data. However, the choice of an index on which to base cost escalation is only one component of a more complex policy decision. The second component of the policy decision is determining how to implement a cost escalation of this magnitude.

Staff recommends using a rolling 5-year average of the index as the basis for escalating the project costs and levels of fair share development contribution in the Nexus Study. Use of a 5-year rolling average would provide local jurisdictions insulation from the volatility of an annualized escalation factor. In addition, use of a 5-year average ensures that spikes in cost escalation are smoothed out, allowing escalation to be absorbed over several years. The trade-off, however, is that using a 5-year rolling average also dampens the downward trends in cost escalation as well. Consequently, in years with minimal increases or decreases in construction costs, jurisdictions would still be required to implement the 5-year rolling average as a cost escalation factor. For example, the rolling average might require 8% escalation, while actual cost increases for a calendar year may be only 1 or 2%. The 5-year rolling average being recommended for adoption as the escalation factor for the Development Mitigation Program for calendar year 2004-2005 is 12.9%. Each year, as new cost escalation information becomes available from Caltrans, the 5-year rolling average will be updated.

This escalation factor would be applied to all regional arterial, railroad grade separation, and interchange projects listed in the Nexus Study, and provide the basis for adjustments to the regional portion of fees listed in local development mitigation programs. The choice of an escalation factor for local projects not included in the Nexus Study is outside SANBAG's purview. The Development Mitigation Program requires that jurisdictions adopt this escalation factor by resolution to maintain conformance with the program (ref. Appendix J of the Congestion Management Program).

Development contributions need to account for the escalation in costs if funding is to have any chance of keeping pace with the need for transportation improvements. Many jurisdictions, however, are currently in the process of preparing and adopting compliant development mitigation programs, some for the first time. Consequently, staff recommends that jurisdictions be granted flexibility in meeting the requirements of the Development Mitigation Programs. Staff recommends allowing jurisdictions to pursue one of three options. The options are as follows:

1. Adopt the escalation factor into their local development mitigation programs and provide a copy of the resolution to SANBAG by November 2006.
2. In 2007, adopt both this year's and next year's escalation factors into their local development mitigation programs and provide a copy of the resolution to SANBAG by November 2007. Local jurisdictions choosing to pursue this option would need to provide a letter to SANBAG noting this decision by November 2006.
3. If a jurisdiction has not yet adopted their local development mitigation program, use the revised Tables 7 and 8 (see Attachment 3), which includes the proposed escalation factor, as their revised development mitigation program and provide a copy of the development mitigation program to SANBAG for determination of compliance, consistent with Appendix J of the Congestion Management Program, by November 2006.

Finally, jurisdictions that have revised their costs upward from those contained in the current Board adopted Nexus Study in preparation of their local development mitigation program would be credited with that amount of cost escalation. For local jurisdictions with revised project costs contained in their development mitigation program that meet or exceed the amounts contained in the revised Tables 7 and 8, contained in Attachment 3, no additional action would be required by SANBAG. Local jurisdictions that have adjusted their costs in an amount less than the amounts contained in Attachment 3 would be required to adopt the balance of the escalation factor by ordinance, consistent with the options provided in this agenda item.

Financial Impact: There is no financial impact to the CMA for this item. All staff activities are consistent with the adopted Budget.

Reviewed By: Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

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Attachments: PPC0605A1-RPG, PPC0605A2-RPG
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Year	Caltrans Bridge Construction Index	%	Catrans Calif. Construction items	%	ARTBA Highways & Streets	%	ENR	%	CPI	%	FHWA Composite Index	%
1977	100		53.7				2576				59.8	
1978	114	14.00%	62.1	15.64%			2776	7.76%			70.7	18.23%
1979	154	35.09%	80.1	28.99%			3003	8.18%			85.5	20.93%
1980	159	3.25%	82.1	2.50%			3237	7.79%			97.2	13.68%
1981	157	-1.26%	90.6	10.35%			3535	9.21%			94.2	-3.09%
1982	149	-5.10%	81.3	-10.26%			3825	8.20%			88.5	-6.05%
1983	163	9.40%	81.9	0.74%			4066	6.30%			87.6	-1.02%
1984	165	1.23%	93.3	13.92%			4146	1.97%			92.6	5.71%
1985	167	1.21%	92.7	-0.64%			4195	1.18%			102.0	10.15%
1986	178	6.59%	95.0	2.48%			4295	2.38%			101.1	-0.88%
1987	190	6.74%	100.0	5.26%	100.8		4406	2.58%	113.60		100.0	-1.09%
1988	197	3.68%	104.4	4.40%	103.4	2.58%	4519	2.56%	118.30	4.14%	106.6	6.60%
1989	206	4.57%	111.3	6.61%	107.0	3.48%	4615	2.12%	124.00	4.82%	107.7	1.03%
1990	214	3.88%	113.5	1.98%	110.7	3.46%	4732	2.54%	130.70	5.40%	108.5	0.74%
1991	209	-2.34%	108.2	-4.67%	110.6	-0.09%	4835	2.18%	136.20	4.21%	107.5	-0.92%
1992	187	-10.53%	106.8	-1.29%	110.0	-0.54%	4985	3.10%	140.30	3.01%	105.1	-2.23%
1993	188	0.53%	113.1	5.90%	111.7	1.55%	5210	4.51%	144.50	2.99%	108.3	3.04%
1994	228	21.28%	119.0	5.22%	114.3	2.33%	5408	3.80%	148.20	2.56%	115.1	6.28%
1995	204	-10.53%	115.0	-3.36%	118.4	3.59%	5471	1.16%	152.40	2.83%	121.9	5.91%
1996	199	-2.45%	119.2	3.65%	122.1	3.12%	5620	2.72%	156.90	2.95%	120.2	-1.39%
1997	196	-1.51%	124.8	4.70%	124.6	2.05%	5826	3.67%	160.50	2.29%	130.6	8.65%
1998	200	2.04%	128.6	3.04%	123.5	-0.88%	5920	1.61%	163.00	1.56%	126.9	-2.83%
1999	214	7.00%	139.2	8.24%	126.6	2.51%	6059	2.35%	166.60	2.21%	136.5	7.57%
2000	247	15.42%	146.2	5.03%	136.5	7.82%	6221	2.67%	172.20	3.36%	145.6	6.67%
2001	269	8.91%	154.1	5.40%	137.0	0.37%	6343	1.96%	177.10	2.85%	144.8	-0.55%
2002	260	-3.35%	142.2	-7.72%	133.7	-2.41%	6538	3.07%	179.90	1.58%	147.9	2.14%
2003	266	2.31%	148.6	4.50%	136.6	2.17%	6694	2.39%	184.00	2.28%	149.8	1.28%
2004	362	36.09%	216.2	45.49%	148.2	8.49%	7115	6.29%	188.90	2.66%	154.4	3.07%
2005	460	27.07%	268.3	24.10%	166.8	12.55%	7446	4.65%	195.30	3.39%	191.7	24.16%
	Total change in 29 years	360.00%	Total change in 29 years	399.63%			Total change in 29 years	189.05%			Total change in 29 years	220.57%
	Avg yearly change	12.41%	Avg yearly change	13.78%			Avg yearly change	6.52%			Avg yearly change	7.61%
	Total change in 19 years	142.11%	Total change in 19 years	168.30%	Total change in 19 years	65.48%	Total change in 19 years	69.00%	Total change in 19 years	71.92%	Total change in 19 years	91.70%
	Avg yearly change	7.48%	Avg yearly change	8.86%	Avg yearly change	3.45%	Avg yearly change	3.63%	Avg yearly change	3.79%	Avg yearly change	4.83%

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Summary of Ontario Project Cost Escalation

TABULATION OF BIDS

PROJECT TITLE : ***FRANCIS ST, HOLT/VINEYARD INT. PAVEMENT REHAB.***

BID OPENING ON : 05/08/2006

CONTRACT NO: 0506-03 **CIP PROJECT NO: ST0508 - Francis St Rehab.**

ST0610 - Holt/Vineyard Int. Rehab.

ITEM NO.	DESCRIPTION			CURRENT BID PRICES*		2005 PROJECT COST*		2004 PROJECT COST*	
		QUANTITY	UNIT	AVE UNIT	AVE TOTAL	2005 UNIT	2005 TOTAL	2004 UNIT	2004 TOTAL
1	Traffic Control & Safety & Project Information Signs	1	L.S.	$18,472.14	$18,472.14	$14,825.00	$14,825.00	$14,875.00	$14,875.00
2	Clearing, Grubbing, Restorations, Earthwork	1	L.S.	$23,208.58	$23,208.58	$23,208.58	$23,208.58	$23,208.58	$23,208.58
3	Slot Grind A.C. Pavement 2" Depth	1,326	S.Y.	$2.66	$3,527.16	$2.08	$2,758.08	$1.93	$2,559.18
4	Header Grind A.C. Pavement	3,248	S.Y.	$1.82	$5,911.36	$2.08	$6,755.84	$1.93	$6,268.64
5	Remove Existing PCC Cross-Gutter, Spandrels	2,395	S.F.	$3.35	$8,023.25	$3.80	$9,101.00	$2.26	$5,412.70
6	Remove Existing PCC Sidewalk/Approach/Flatwork	4,487	S.F.	$1.83	$8,211.21	$1.90	$8,525.30	$2.26	$10,140.62
7	Remove Existing PCC Curb/Curb & Gutter	79	L.F.	$29.40	$2,322.60	$7.83	$618.57	$7.47	$590.13
8	Remove Existing A.C. Pavement	154	S.Y.	$19.20	$2,956.80	$7.34	$1,130.36	$9.69	$1,492.26
9	Construct AC Leveling Course	9,462	S.Y.	$4.29	$40,591.98	$3.84	$36,334.08	$3.18	$30,089.16
10	Construct 6" A.C. Pavement Base Course	141	TON	$85.20	$12,013.20	$72.71	$10,252.11	$45.29	$6,385.89
11	Construct ARHM Overlay 2" Thick	1,573	TON	$82.80	$130,244.40	$76.42	$120,208.66	$56.01	$88,103.73
12	Construct PCC Cross-Gutter, Spandrels	2,395	S.F.	$9.34	$22,369.30	$9.20	$22,034.00	$7.50	$17,962.50
13	Construct PCC Drive Approach	1,516	S.F.	$6.26	$9,490.16	$7.40	$11,218.40	$5.61	$8,504.76
14	Construct PCC Sidewalk	4,890	S.F.	$4.42	$21,613.80	$6.21	$30,366.90	$4.14	$20,244.60
15	Construct PCC Access Ramp	1,247	S.F.	$15.73	$19,615.31	$13.78	$17,183.66	$6.35	$7,918.45
16	Construct PCC Type B Curb & 24" Gutter	174	L.F.	$35.40	$6,159.60	$30.80	$5,359.20	$21.54	$3,747.96
17	Construct PCC Type A Curb	315	L.F.	$25.60	$8,064.00	$21.50	$6,772.50	$17.08	$5,380.20
18	Construct 24" PCC Gutter	70	L.F.	$25.20	$1,764.00	$21.50	$1,505.00	$17.08	$1,195.60
19	Construct 6" A.C. Dike	130	L.F.	$22.05	$2,866.50	$5.90	$767.00	$5.90	$767.00
20	Construct 4" A.C. Sidewalk	605	S.F.	$6.75	$4,083.75	$2.50	$1,512.50	$2.50	$1,512.50
21	Adjust Manhole Ring & Cover to Grade	7	EA.	$346.00	$2,422.00	$355.06	$2,485.42	$282.97	$1,980.79
22	Adjust Water Valve Cover to Grade	22	EA.	$100.00	$2,200.00	$100.73	$2,216.06	$111.87	$2,461.14
23	Construct Concrete Block Slough Wall	90	L.F.	$116.60	$10,494.00	$100.00	$9,000.00	$100.00	$9,000.00
24	Relocate (1) Water Service	1	EA.	$3,740.00	$3,740.00	$927.97	$927.97	$927.97	$927.97
25	Construct Traffic Loops	6	EA.	$225.00	$1,350.00	$196.95	$1,181.70	$211.35	$1,268.10
26	Install Traffic Striping, Markings, & Raised Markers	1	L.S.	$13,540.00	$13,540.00	$13,540.00	$13,540.00	$13,540.00	$13,540.00
27	Traffic Control & Safety	1	L.S.	$9,575.80	$9,575.80	$2,310.00	$2,310.00	$2,520.00	$2,520.00
28	Slot Grind A.C. Pavement (0.15' Depth, 0.17' Depth	3,022	S.Y.	$2.49	$7,524.78	$2.08	$6,285.76	$1.93	$5,832.46
29	Construct A.C. Level Course	1,089	S.Y.	$5.33	$5,804.37	$3.84	$4,181.76	$3.18	$3,463.02
30	Construct ARHM Overlay (0.15' Depth, 0.17' Depth	310	TON	$95.50	$29,605.00	$76.42	$23,690.20	$56.01	$17,363.10
31	Reconstruct Portion of PCC Access Ramp	96	S.F.	$26.60	$2,553.60	$13.78	$1,322.88	$10.00	$960.00
32	Install Truncated Dome Panel 3' Wide	4	EA.	$981.40	$3,925.60	$981.40	$3,925.60	$981.40	$3,925.60
33	Detail Grind Existing PCC Curb Face to 0" Lip at Fl	3	EA.	$293.60	$880.80	$293.60	$880.80	$293.60	$880.80
34	Adjust Manhole Ring & Cover to Grade	6	EA.	$442.00	$2,652.00	$355.06	$2,130.36	$282.97	$1,697.82
35	Adjust Water Valve Cover to Grade	5	EA.	$112.60	$563.00	$100.73	$503.65	$111.87	$559.35
36	Construct Traffic Loops	25	EA.	$205.00	$5,125.00	$196.95	$4,923.75	$211.35	$5,283.75
37	Traffic Striping	1	L.S.	$5,920.00	$5,920.00	$5,920.00	$5,920.00	$5,920.00	$5,920.00
	TOTAL				$459,385.05		$415,862.65		$333,943.36

* Average bid price of all bids received

2004-2006	2005-2006 (YTD)	2004-2005
37.56%	10.47%	24.53%

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ATTACHMENT 3

Nexus Study Table 7 with 12.9% Cost Escalation Factor Applied

Jurisdiction	Ratio of Trip Growth to 2030 Trips	Total Art. Cost ($Mill)	Devel. Share Of Total Art. Cost ($Mill)	Devel. Share Of Interchge Cost ($Mill)	Devel. Share Of RR Grade Sep. Cost ($Mill)	Devel. Share of Total Cost ($Mill)
Adelanto	81%	$100.96	$83.93	$7.77	$0.00	$91.70
Apple Valley	41%	$158.50	$66.62	$25.96	$0.00	$92.58
Chino	51%	$103.74	$54.03	$24.32	$0.00	$78.35
Chino Hills	14%	$23.45	$3.30	$0.00	$0.00	$3.30
Colton	44%	$41.19	$18.39	$13.90	$9.64	$41.92
Fontana	33%	$206.54	$69.94	$48.61	$2.69	$121.24
Grand Terrace	40%	$21.33	$8.73	$0.00	$3.67	$12.40
Hesperia	59%	$161.05	$97.27	$49.92	$7.23	$154.42
Highland	46%	$108.59	$51.66	$16.03	$0.00	$67.69
Loma Linda	39%	$61.43	$24.45	$26.92	$3.22	$54.59
Montclair	19%	$6.80	$1.32	$4.65	$1.60	$7.58
Ontario	44%	$203.49	$92.58	$58.10	$20.48	$171.15
Rancho Cucamonga	29%	$67.79	$19.94	$22.35	$2.31	$44.61
Redlands	23%	$65.73	$15.57	$9.62	$0.16	$25.35
Rialto	40%	$76.67	$31.80	$14.88	$0.00	$46.68
San Bernardino	29%	$106.91	$31.78	$52.71	$8.19	$92.68
Upland	39%	$22.83	$9.22	$2.26	$0.00	$11.48
Victorville	49%	$93.63	$47.06	$51.70	$0.00	$98.75
Yucaipa	31%	$99.68	$31.57	$18.66	$0.00	$50.23

Nexus Study Table 8, with 12.9% Cost Escalation Factor Applied

JURISDICTION	Ratio of Trip Growth to 2030 Trips	Total Art. Cost ($Mill)	Devel. Share Of Total Art. Cost ($Mill)	Devel. Share Of Interchg Cost ($Mill)	Devel. Share Of RR Grade Sep. Cost ($Mill)	Devel. Share of Total Cost ($Mill)
Adelanto Sphere	63%	$2.18	$1.40	$0.00	$0.00	$1.40
Apple Valley Sphere	40%	$15.55	$6.42	$9.39	$0.00	$15.82
Chino Sphere	37%	$24.16	$9.08	$1.37	$0.00	$10.44
Colton Sphere	37%	$7.37	$2.81	$0.23	$0.00	$3.04
Fontana Sphere	37%	$69.25	$26.31	$33.69	$0.00	$60.00
Hesperia Sphere	42%	$21.59	$9.19	$0.85	$0.00	$10.04
Loma Linda Sphere	72%	$0.79	$0.59	$5.27	$0.00	$5.86
Montclair Sphere	37%	$14.43	$5.41	$2.56	$0.00	$7.97
Redlands Sphere	36%	$20.77	$7.56	$7.43	$0.00	$14.99
Rialto Sphere	38%	$34.58	$13.63	$12.81	$0.00	$26.44
San Bernardino Sphere	23%	$11.32	$2.69	$4.80	$0.00	$7.49
Upland Sphere	39%	$14.23	$5.65	$1.32	$0.00	$6.97
Victorville Sphere	18%	$26.81	$4.88	$0.45	$0.00	$5.33
Yucaipa Sphere	40%	$1.58	$0.64	$0.00	$0.00	$0.64
SBCo Non-Sphere	62%	$16.52	$10.52	$0.00	$4.19	$14.72
SBCo Donut Hole	62%	$20.43	$12.98	$12.55	$0.00	$25.54

Baldy View Chapter

Building Industry Association
of Southern California, Inc

8711 Monroe Court, Suite B
Rancho Cucamonga,
California 91730
ph 909.945.1884
fx 909.948.9631
www.biabuild.com

June 20, 2006

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Dear Mr. Grasso and the Board of Directors:

The BIA Baldy View Chapter would like to thank the SANBAG staff and the Board of Directors for the time that they gave us during discussions of the Measure I cost escalation factor. We would respectfully like to submit the following recommendations to the Board of Directors for consideration concerning the cost escalation measure.

We have no further comment with the 12.9% rolling average figure for the cost escalation. Our research indicates that the price increase for materials that we experienced last year was an anomaly, and that we will not see that type of price escalation in the near future. The combination of China's demand for raw materials, the tragic devastation of Hurricane Katrina, and the frenetic building activity all across the United States came to a head at the same time, causing the rapid increase in construction commodities.

As we mentioned in our letter dated June 15th, we expect that California will continue to see price stabilization of construction commodities since homebuilding has experienced a cooling from the record year of building in 2005. Residential real estate construction and transportation construction use many of the same raw materials such as concrete, cement and steel. According to the October 24, 2005 edition of CALTRANS's *California Construction Market Analysis*, homebuilding construction accounts for almost one-half of *all construction* in California. The frenzy of homebuilding activity in 2005 put increased strain on an already constricted supply of construction materials.

In the transitional housing market that California and the nation as a whole are seeing, housing starts continue to slide off of the record pace of 2005. We continue to expect that housing will make a "soft landing", but will continue to be off of last year's records. Accordingly, the slowdown in the national housing market will ease the demand for construction materials, thus helping to alleviate the high costs for construction materials. The ease on construction materials will be especially true, since CALTRANS links close to 50% of the state's construction activity to homebuilding.

CALTRANS's initial reports for the first quarter 2006 highway construction cost index corroborates the evidence that the prices for construction commodities are stabilizing. It states in its report released on May 1st, 2006 that the construction index dropped 18.0%

from the last quarter, dropping 55.3 points. As such, we believe that the 12.9% rolling average is a more accurate reflection of construction costs at this time.

We believe that proper implementation of the cost escalation factor will be key, since each jurisdiction is at different stages of passing its required nexus study. Some jurisdictions passed development impact fee programs recently; others are working on the plans now. We are concerned that some jurisdictions already established a cost escalation factor into their nexus studies and would be effectively double-counting the cost escalation if SANBAG mandates an across-the-board cost escalation factor.

As such, we respectfully request that the Board of Directors establish language in the ordinance that will give credit to jurisdictions that already included a cost escalation element into their fee studies. For example, if a jurisdiction already passed a DIF program for transportation that included a 10% cost escalation factor, it would only have to add a 2.9% cost escalation to be in compliance with SANBAG's requirements.

The building industry looks forward to continuing to partner with you and pay our fair share for transportation infrastructure. We hope to find solutions that will put in place vitally needed infrastructure that will continue to increase the quality of life without pricing hardworking families out of the housing market.

Respectfully,

Chief Executive Officer, BIA Baldy View Chapter

CC: Carlos Rodriguez, Senior VP BIA Baldy View Chapter; Jeff Simonetti, VP of Government Affairs, BIA; San Bernardino County Board of Supervisors

Project Cost Trends

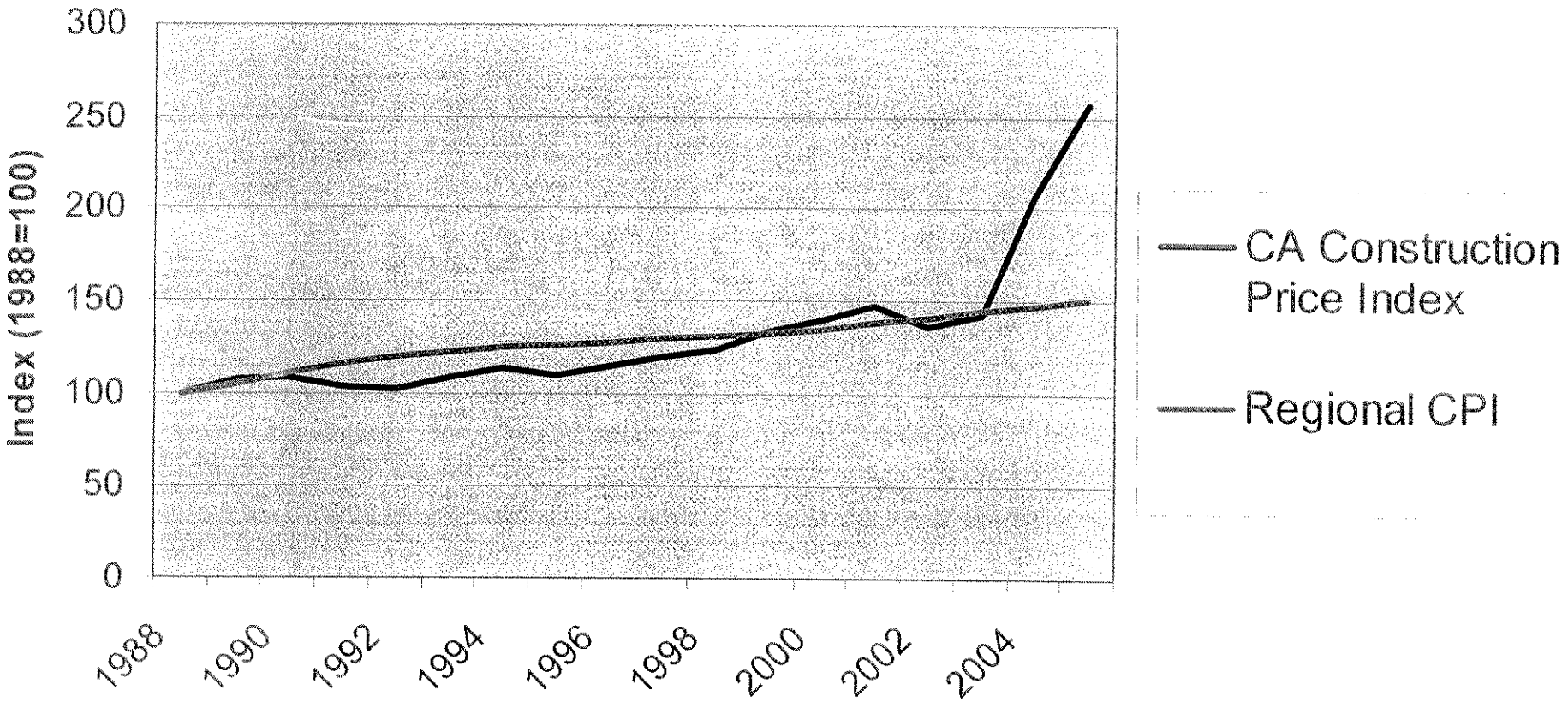
Riverside County Transportation Commission

June 14, 2006

RCTC

Regional Cost Perspective

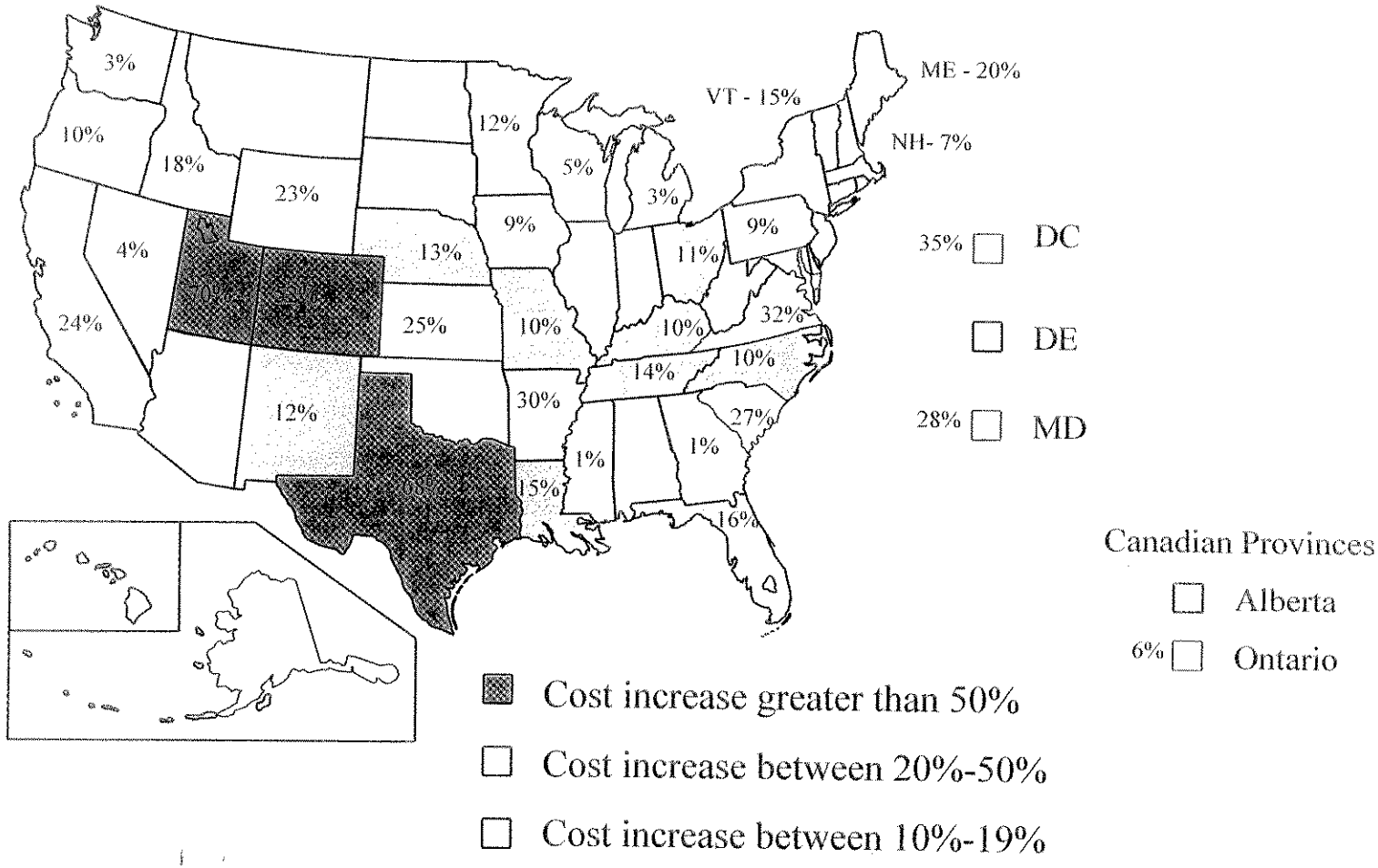
Construction Cost Index Outpacing CPI



Sources: U.S. Department of Labor, Bureau of Labor Statistics and Caltrans

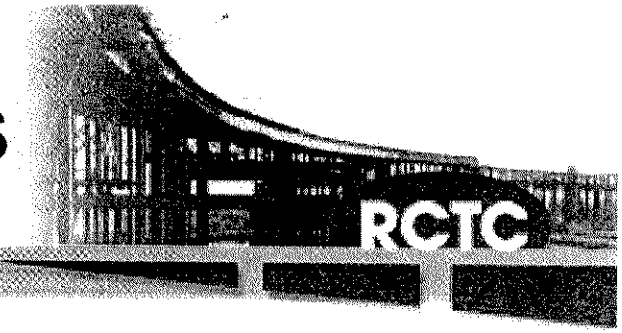
National cost perspective

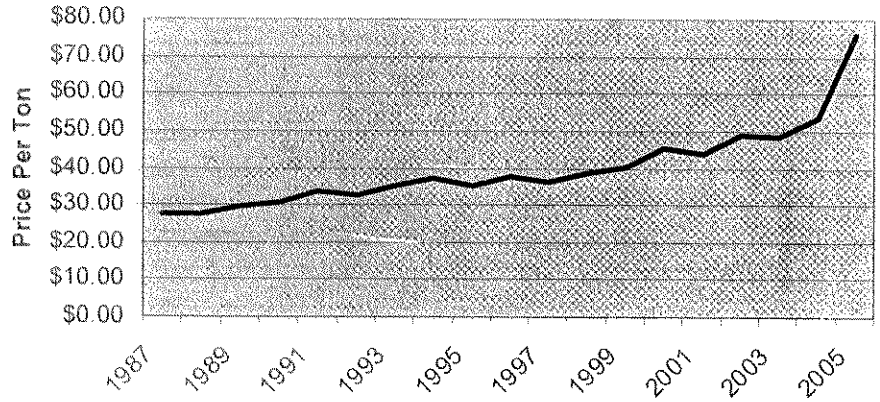
Construction cost increase percentages 2004-2005

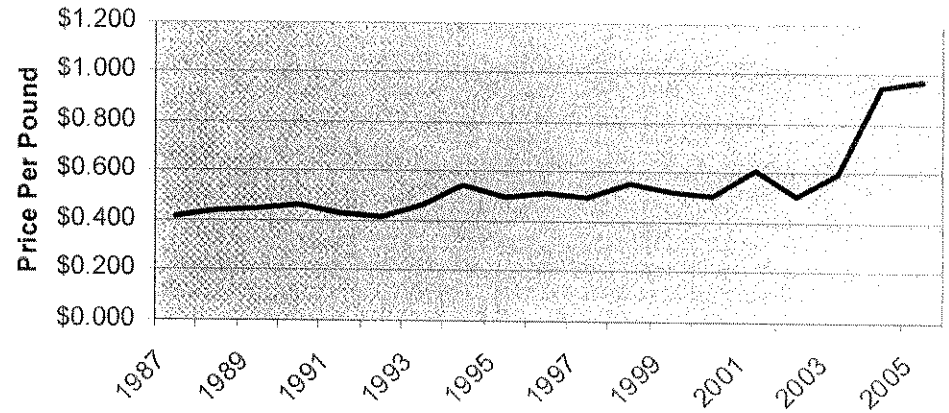


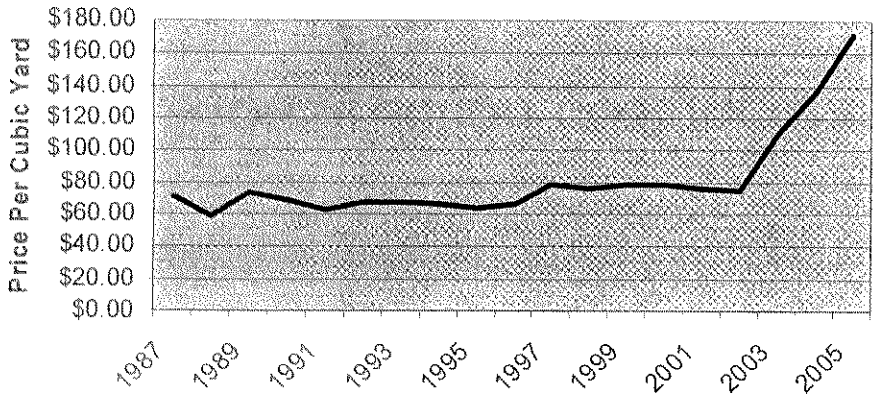
Source: AASHTO

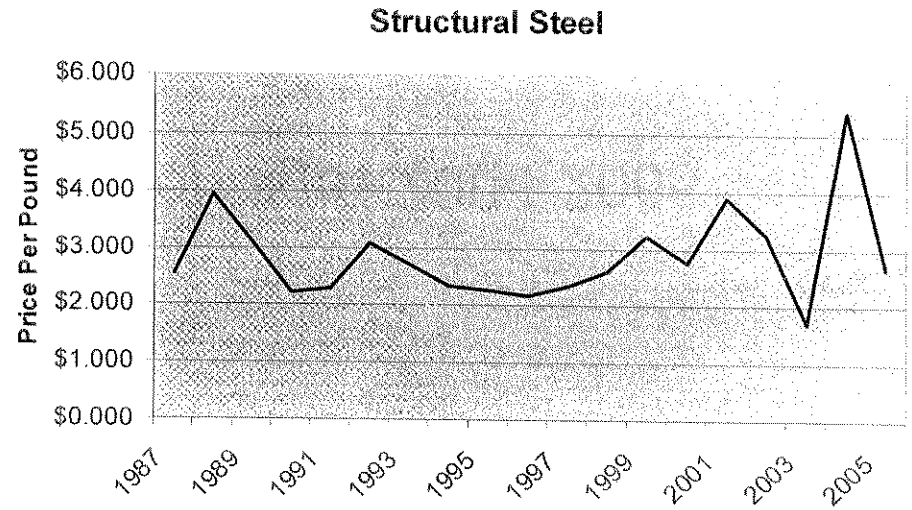
Volatility of Materials Costs







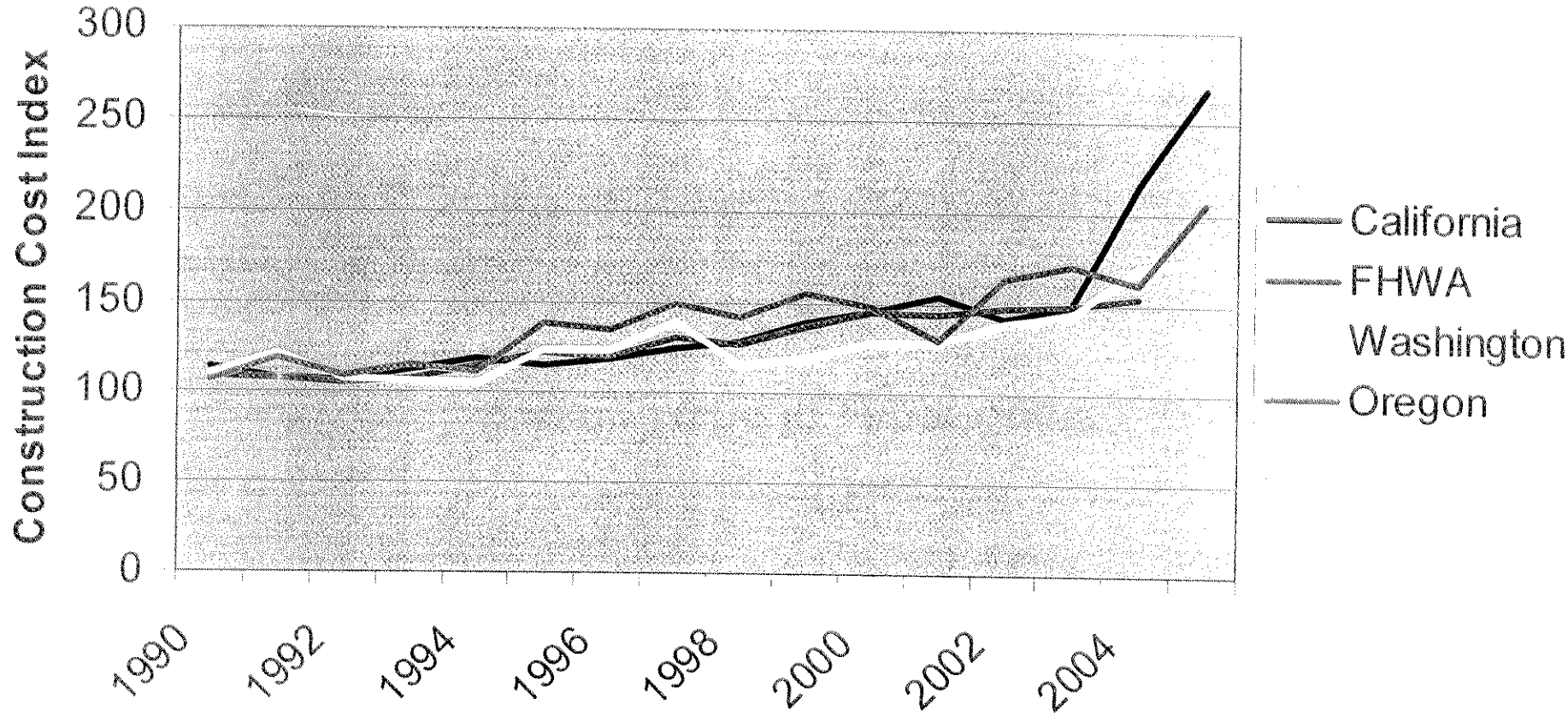




Source: Caltrans

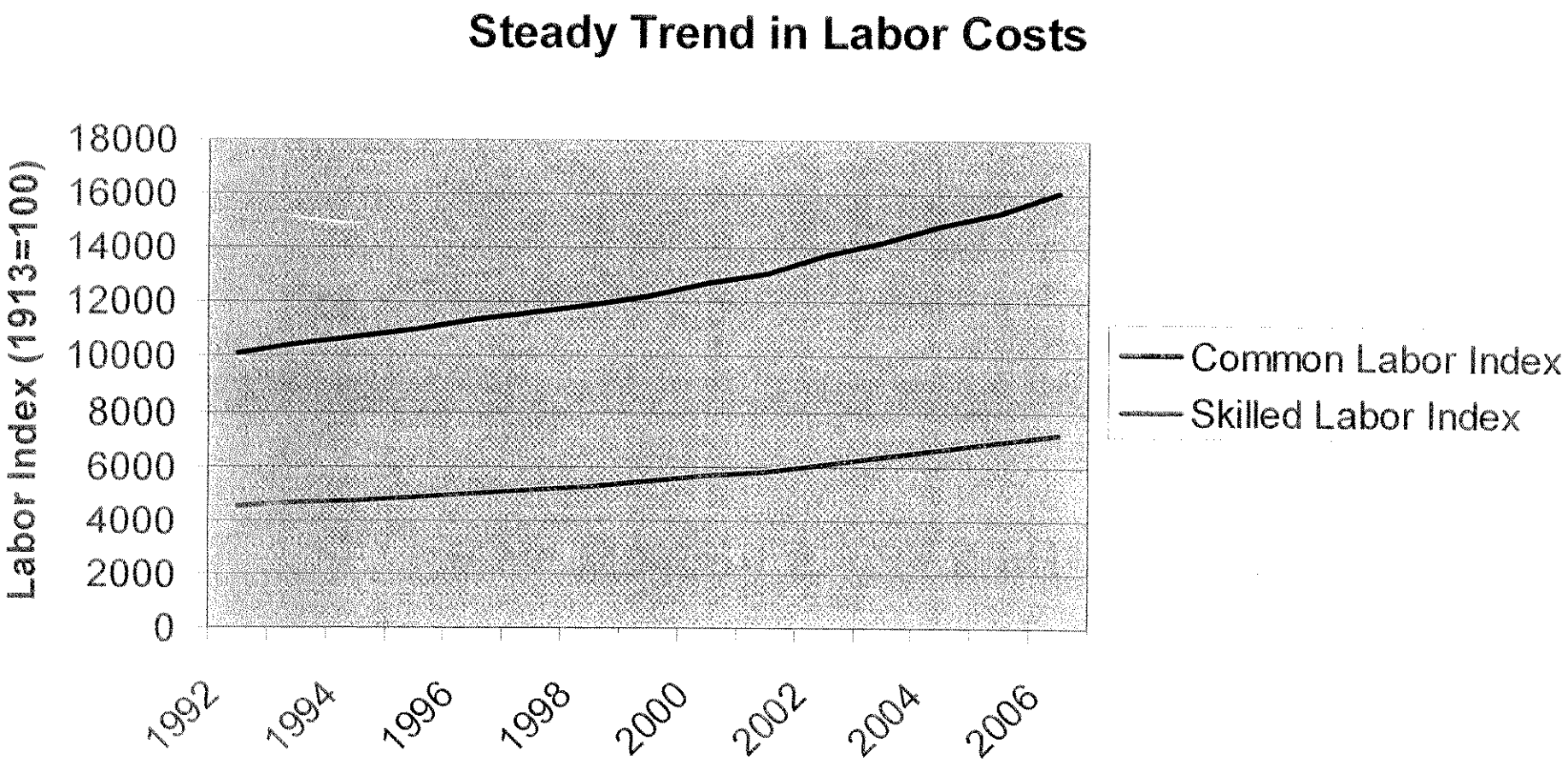
Comparison of Construction Costs

CA vs. Western States & FHWA



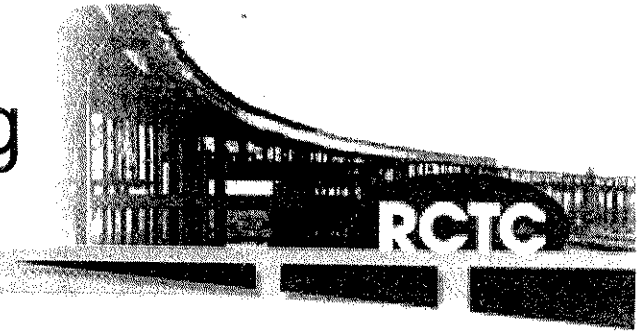
Source: Washington State Department of Transportation

Labor Cost Trends

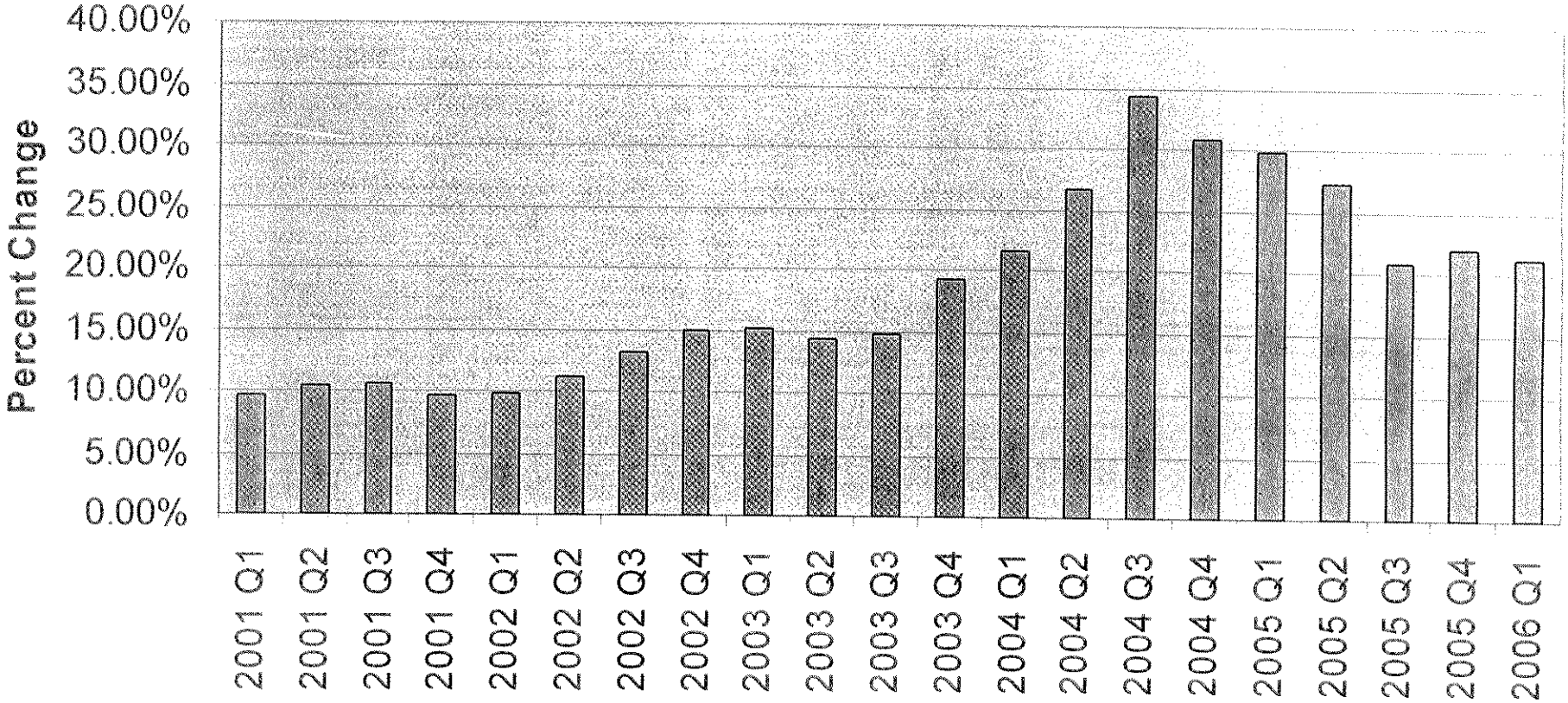


Source: Engineering News-Record

Real Estate Values Increasing



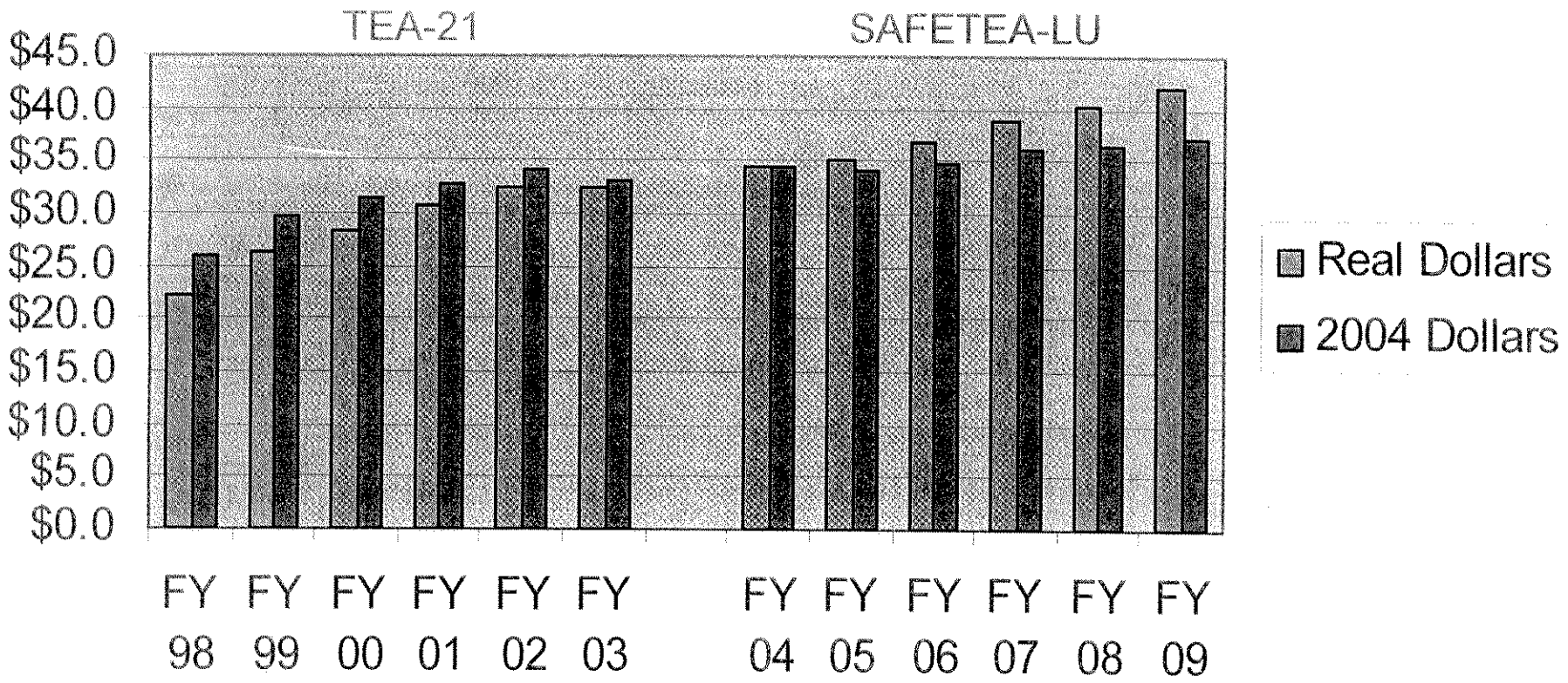
Riverside-San Bernardino-Ontario House Price Index



Source: Office of Federal Housing Enterprise Oversight

Federal Funding Authorization

TEA-21 and SAFETEA-LU funding comparison



Source: American Road & Transportation Builders Association

Governments SANBAG Working Together

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 28

Date: July 5, 2006

Subject: Award of Construction Contracts SR 210 landscaping Segment 3 (No. 06-064) and Segment 4 (No. 06-065)

Recommendation:* Placeholder agenda item for potential award of landscape construction contracts SR 210 Landscaping Segments 3 and 4.

Background: **This action is in anticipation of two new construction contracts.** The State Route 210 Landscaping Segments 3 and 4 through Rancho Cucamonga were advertised for bids in late May with Segment 3 bid opening on June 21, 2006 and Segment 4 bid opening on June 28, 2006. The landscaping of this corridor is a condition of the approved environmental document for the 210 Freeway Project. The engineer's construction cost estimate for the Segment 3 is $4 million and for Segment 4 is $2.4 million. The variance in segment costs is due to both the total acres to be landscaped in each segment and where each jurisdiction preferred to have "enhanced" landscaping placed. Additionally, the Segment 3 landscape bid package includes a soundwall that was deemed necessary following post SR 210 Freeway opening noise analysis as well as the addition of the Rancho Cucamonga garden wall.

In January 2006, the Major Projects Committee approved proceeding directly to the Board meeting following the respective bid openings in order to expedite our ability to issue a notice to proceed to the contractor to start construction activities and mobilize contract forces. State contracting law mandates that the lowest responsible and responsive

*

Approved

Board of Directors

Date:

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

BRD0607N-DMK.DOC

bidder be awarded the contract. This takes most, if not all, of the discretion from the contract award process.

Financial Impact: The cost of contracts to be awarded are anticipated expenditures in the FY 2006/07 Budget. TN 82407000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on January 12, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM 29

Date: July 5, 2006

Subject: Contract No. 07-008 with DMJM+Harris for construction engineering support on I-215, 5th Street Overcrossing

Recommendation*: Approve Contract No. 07-008 with DMJM+Harris for construction engineering support on I-215, 5th Street Overcrossing in the amount of $100,000 as detailed in the Financial Impact Section. TN 83807000

Background: **This is a new, sole source contract.** Under the terms of our cooperative agreements for design with Caltrans, SANBAG is obligated to make the design consultant who prepared the plans available for consultation and corrections during the construction process. In this instance, the designer is DMJM+Harris. Frequently the contractors and construction field staff require from the designer of record either additional information, authorization for changes, or corrections in order to proceed with construction.

No precise scope of work for this type of contract can be specified since it depends entirely on how things go in the field. The $100,000 cost of this contract represents a budget that should adequately cover the construction engineering need for a project of this size. This is consistent with other similar contracts on Route 210/30 and the costs incurred for construction engineering on Rt. 71.

Approved
Board of Directors

Date: July 5, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0607l-dmk.doc
Attachments: a07008-das

Financial Impact: The total contract amount is $100,000. The expenditure for Fiscal Year 2006/2007 is consistent with SANBAG's adopted Fiscal Year 2006/2007 budget. Funding source is Measure I Valley Major Projects Fund. TN 83807000.

Reviewed By: This item has been reviewed by SANBAG Counsel. This item was reviewed and recommended for approval (Biane abstained) by the Major Projects Committee on June 15, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

brd0607l-dmk.doc
Attachments: a07008-das

SANBAG Contract No. 07-008

by and between

San Bernardino County Transportation Authority

And

DMJM+HARRIS, Inc.

For

Construction Support Services for I-215 5th Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable Vendor Contract # _____	Retention: ☐ Yes ☒ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 100,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → $ **100,000**

Please include funding allocation for the original contract or the amendment

Task	Cost Code	Funding Sources	Amounts
1 83807000	5553	1 Meas. I Valley Major Projects	$ 30,000
2 83808000	5553	2 Meas. I Valley Major Projects	$ 45,000
3 83809000	5553	3 Meas. I Valley Major Projects	$ 25,000

Original Board Approved Contract Date: 07/05/06 Contract Start: 07/05/06 Contract End: 7/05/10

New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year: 08/09
$ 30,000	$ 45,000	$ 25,000

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☐ Private ☐ Non-Local ☒ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐No ☐Yes _____%

Task Manager: **Darren Kettle** | Contract Manager: **Dennis Saylor**

6-8-06
Task Manager Signature Date

Contract Manager Signature Date

Chief Financial Officer Signature Date

Sanbagportal-11 Agreements-a07008-das
TN 83800

ATTACHMENT "A"

Scope of Services

by and between

San Bernardino Associated Governments/San Bernardino County Transportation Authority

and

DMJM+HARRIS, Inc.

for

Construction Support Services
for
I-215 5th Street Overcrossing

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SCOPE OF SERVICES

100 GENERAL

110 Overview

The San Bernardino Associated Governments (SANBAG), in cooperation with the California State Department of Transportation (CALTRANS), will utilize the services of CONSULTANT to perform Construction Support Services for a freeway project in San Bernardino County, described in Section 120.

Coordination of CONSULTANT and SANBAG will be accomplished through a CONSULTANT Project Manager and a SANBAG Contract Manager or his designee.

The SANBAG Contract Manager for this Contract shall be:

Mr. Darren Kettle
Director of Freeway Construction

CONSULTANT shall be required to perform the professional and technical engineering services necessary to perform the services.

120 Project Location and Description

This corridor project proposes to reconstruct a freeway, namely Interstate 215, from Interstate 10 to the SR 30/210 interchange. The project will include the addition of an HOV lane and mixed flow lane in each direction, reconfiguration of freeway interchanges, new and widened bridges, street/road improvements, and drainage facilities.

The total corridor project is divided into four segments and an early bridge project for project management, pricing, development, and reporting purposes. This Scope of Services will cover construction support services and related deliverables for the 5th Street Overcrossing Early Bridge project. This Early Bridge project will utilize Plans and Specifications prepared by CONSULTANT, herein referred to as the Project.

200 APPLICABLE STANDARDS

As-built plans shall be prepared in accordance with CALTRANS regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements.

300 SERVICES PROVIDED BY CONSULTANT

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services.

A. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with CALTRANS, other agencies, and other consultants providing Services for the Project.

B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Serivces. In those instances where CONSULTANT believes a better design, or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefor.

C. CONSULTANT shall coordinate its Services with other consultant(s) and contractors in support of the Project or related projects. Any problems or conflicts shall be brought to the immediate attention of SANBAG.

D. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.

E. CONSULTANT shall obtain, at its expense, all applicable CALTRANS Manuals and Standard Plans.

F. SANBAG will be responsible for all construction bidding procedures. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by SANBAG as to the proper procedure required. Corrective action will be in the form of an addendum prepared by CONSULTANT and issued by SANBAG, or, by a covering change order after the award of the construction Contract.

G. Provisions of the Construction Support Services are not intended to and will not in anyway create a contractual relationship between CONSULTANT and the construction contractor. The provisions are not intended to and shall not be construed as making CONSULTANT responsible for the failure of the construction contractor to perform the work in accordance with the Contract documents or for the construction means, methods or techniques procedures sequences or safety procedures employed by the construction contractor in the performance of the work.

H. CONSULTANT shall be required to furnish all necessary additional drawings for

corrections and change orders required by errors and/or omissions of CONSULTANT. Such drawings will be requested in writing from CONSULTANT by SANBAG and shall be at no additional cost to SANBAG. All original tracing(s) of the drawings and Contract wording for change orders shall be submitted to SANBAG for distribution.

I. CONSULTANT may be required to attend a Partnering workshop with SANBAG and the construction contractor. This workshop will be at the request of the contractor.

J. CONSULTANT may be requested to prepare any addenda required to clarify the work included in the Contract documents. Addenda may be based on site inspection, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

K. CONSULTANT shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction.

L. CONSULTANT shall be available to visit the job site for on-site review of construction, or to resolve any discrepancies in the Contract documents. CONSULTANT shall bring to the attention of the SANBAG Resident Engineer any defects or deficiencies in the work which CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of either SANBAG. All construction agreements are between SANBAG and its construction contractor.

M. CONSULTANT shall review all submittal and shop drawings submitted by the resident engineer and the Caltrans Documents unit. CONSULTANT shall review submittals within the durations listed below. The durations are based on those called for in the Standard Specifications and Special Provisions for the particular type of document being submitted, less the following time period to account for transmittance of documents:

- One (1) day per week shall be deducted from review periods specified as 1 week or more in the Standard Specifications and Special Provisions.
- One (1) day shall be deducted from review periods specified to be less than 1 week in the Standard Specifications and Special Provisions.

Contract change order reviews shall be completed within three working days of receipt by the CONSULTANT for typical change order requests. Additional review time may be allotted for major change order requests.

N. CONSULTANT shall appoint a responsible member of the firm to be the contact person for all construction support services. That person should be continually available during the course of construction for review and updating of design plans.

O. CONSULTANT shall make every reasonable effort to process any material presented for review in a prompt manner.

P. Upon completion of construction CONSULTANT shall be required to prepare and deliver to SANBAG the final "As-Builts" utilizing information provided by the SANBAG Resident Engineer. Preparation of microfilm of the "As-Builts" is not included in this task.

Q. Drawings and amendments, required due to actions of SANBAG/CALTRANS, which are beyond the scope of CONSULTANT responsibilities, shall be considered extra services.

400 NOT USED

500 NOT USED

600 ADMINISTRATION

610 SANBAG Project Management and Administration

As part of their design management activities SANBAG shall:

A. Conduct ongoing reviews of CONSULTANT progress in performing the work and furnish technical comments in a timely manner.

B. Review CONSULTANT correspondence as needed.

C. Coordinate the distribution of public information.

D. Provide a focal-point contact for all questions, requests, and submittals.

F. Review Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.

G. Receive and review progress reports from CONSULTANT and incorporate the data presented in their Project Control System.

I. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.

J. Have final review and approval over all contractual payments and changes.

620 CONSULTANT Project Management and Administration

A. CONSULTANT's design management activities include, but are not limited to:

1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract.

2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.

3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.

4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular progress and payment process.

B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.

C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the Project.

D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review.

E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete the Services.

630 Project Controls

A. As part of the Project Controls effort CONSULTANT shall at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review.

B. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation into the schedule.

640 Quality Assurance

CONSULTANT has total responsibility for the accuracy and completeness of the plans, calculations, and related documents furnished under this Scope of Services.

650 Reproduction Services

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

Contract 07-008, Attachment "B"

COST AND PRICE ANALYSIS — **SAN BERNARDINO ASSOCIATED GOVERNMENTS**

NAME OF CONSULTANT	TITLE OF PROJECT
DMJM+HARRIS, Inc.	I-215 Widening/Reconstruction - Construction Support

Detail Description		Estimated Hours	(Average) Rate/Hour	Total Estimated Cost ($)
1. DIRECT LABOR (Specify) SEE CONTINUATION SHEET				
PROJECT MGR/TECHNICAL DIRECTOR		100	$60.00	6,000.00
PRINCIPAL/PROJECT ENGINEER		60	$52.00	3,120.00
ENGINEER III & PROJECT CONTROLS		150	$42.56	6,384.00
ENGINEER II/ELECTRICAL CAD		225	$33.60	7,560.00
ENGINEER I		50	$25.61	1,280.50
PRINCIPAL BRIDGE ENGINEER		25	$56.50	1,412.50
SENIOR BRIDGE ENGINEER		50	$44.63	2,231.50
SENIOR CADD TECHNICIAN		20	$36.07	721.40
PROJECT CONTROLS		8	$47.68	381.44
ADMINISTRATIVE ASSISTANT		62	$21.25	1,317.50
	TOTAL	750		**$30,408.84**
2. INDIRECT COSTS (Overhead,G&A-specify)	Burden Rate	X Base =	Burden ($)	
	150.00%	$30,408.84	$45,613.26	**$45,613.26**
3. TOTAL DIRECT LABOR AND INDIRECT COSTS (Sum of lines 1 and 2)				**$76,022.10**
4. FIXED FEE OR PROFIT (Specify, applies to line 3 only)	Percent	X Base =	Fee ($)	
	10.00%	$76,022.10	$7,602.21	$7,602.21
TOTAL LABOR & FEE				**$83,624.31**
5. OTHER DIRECT COSTS				
Reproduction/Plotting				$350.00
Copying/Binding				$250.00
Transportation/Travel				$150.00
Special Deliveries				$126.00
LAN				$10,000.00
EMI				$2,500.00
KLEINFELDER				$1,500.00
LIN CONSULTING				$1,500.00
LSA				$0.00
STB LANDSCAPE				$0.00
6. **TOTAL CONTRACT COST (Sum of lines 3, 4 and 5)**				**$100,000.31**
			USE	**$100,000.00**

DATE	
May 30, 2006	

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **30**

Date: July 5, 2006

Subject: Amendment to Contract 06-012 with Arthur Bauer & Associates for conducting the Transportation Development Act (TDA) Triennial Performance Audits of the County Transportation Commission and six transit operators/claimants.

Recommendation:* Approve Amendment Number 1 to Contract 06-012 with Arthur Bauer and Associates, extending the time of performance to March 7, 2007; amending the scope of work to include Phase II, Development of Omnitrans Cost Allocation Methodology; and increasing the contract authority by $21,315.00 as identified in the Financial Impact Section.

Background: **This is an amendment to an existing contract.** In October 2005, the Board approved Contract 06-012 with the firm of Arthur Bauer & Associates to conduct the TDA Triennial Performance Audit of the San Bernardino County Transportation Commission and the following six transit operators/claimants: Cities of Barstow and Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans and Victor Valley Transit Authority. The term of the contract will expire on June 30, 2006.

The performance audits for the six transit operators/claimants have either been completed or submitted as drafts. It is expected that all of the transit operator/claimant performance audits will be completed by the end of June; however the presentation to some of the governing boards will not occur until

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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July. The commission audit has been submitted as a draft and will most likely be presented to the Administrative Committee and Board in July and August respectively.

Contract 06-012 anticipated that as a result of the transit operator/claimant performance audits, there may be additional Phase II work that would be mutually agreed to by the commission, the affected transit operator/claimant, and the consultant. The performance audit for Omnitrans contains a recommendation that a cost allocation methodology be developed that would allow for the recovery of administrative expenses associated with managing discretionary grants with subgrantees, charge direct and indirect expenses associated with managing their own capital grants, and allocating operating expenses between the various types of transit services either provided directly or under contract. Amendment Number 1 amends the Scope of Work to include this Phase II work and extends the time of performance to March 7, 2007.

The budget for the Phase II work referenced above is $38,750. Contract 06-012 has a contract authority of $106,000. Of that amount, $88,565 was identified as the budget for the Phase I audit work (the commission audit and six transit operator/claimant audits), leaving a remainder of $17,435. The additional funding required for the Phase II budget will be provided by reducing the auditing expenses under Task 50207000 – TDA Administration by $21,315 and increasing the consulting fees in the same task by a like amount. Amendment Number 1 will increase the total contract authority by $21,315 for a new not to exceed total of $127,315.

Financial Impact: This item is consistent with the adopted Fiscal Year 2006/2007 budget; however a transfer of $21,315 from auditing expenses to consulting fees is required under Task 50207000 – TDA Administration.

Reviewed By: Due to lack of a quorum at the Plans and Programs Committee on June 21, 2006, this item has not received previous policy committee review. It is being presented directly to the Board of Directors for discussion. The agreement has been reviewed as to form by SANBAG County Counsel.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

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SANBAG Contract No. 06-012-1

by and between

San Bernardino Associated Governments

and

Arthur Bauer & Associates, Inc.

for

Conduction the Transportation Development Act Triennial Performance Audit for the County Transportation Commission, MBTA, MARTA, Omnitrans, VVTA & the Cities of Barstow & Needles

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable | Vendor Contract # _____ | Retention: ☒ Yes ☐ No | ☐ Original ☒ Amendment

Notes:

Original Contract:	$ 106,000.00	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ 21,315.00
		Current Amendment Contingency:	$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ➔ $ **127,315.00**

Please include funding allocation for the original contract or the amendment ➘

Task	Cost Code	Funding Sources	Amounts
1 5020700	5520	1 LTF Administration	$ 21,315.00
2 _____	_____	2 _____	$ _____

Original Board Approved Contract Date: 10/5/05 Contract Start: 10/5/05 Contract End: 6/30/06

New Amend. Approval (Board) Date: 7/5/06 Amend. Start: 7/5/06 Amend. End: 3/7/07

If this is a multi-year contract/amendment, please allocate costs among fiscal years:

Fiscal Year: 2004-05	Fiscal Year: 2005-06	Fiscal Year: 2006-07

Is this consistent with the adopted budget? ☒Yes ☐No

If no, has the budget amendment been submitted? ☐Yes ☐No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Michael Bair** | Contract Manager: **Michael Bair**

Task Manager Signature Date | Contract Manager Signature Date

Chief Financial Officer Signature Date 6/13/06

Filename: A060121-vlb.doc

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AMENDMENT NO. 1

TO CONTRACT 06-012

ARTHUR BAUER & ASSOCIATES, INC.

THIS AMENDMENT NUMBER 1 to Contract 06-012 is hereby entered into and effective this 5th day of July, 2006 by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS (hereinafter referred to as "COMMISSION") and the ARTHUR BAUER & ASSOCIATES, INC. (hereinafter referred to as "CONTRACTOR") with regard to preparing Phase II of the Triennial Performance Audit, Development of Omnitrans Cost Allocation Methodology.

WHEREAS, COMMISSION and CONTRACTOR previously entered into Contract 06-012 on October 5, 2005, to conduct a triennial performance audit of COMMISSION, Omnitrans, Victor Valley Transit Authority, Morongo Basin Transit Authority, and Mountain Area Regional Transit Authority and the Cities of Barstow and Needles; and

WHEREAS, COMMISSION anticipated that as a result of the transit operator performance audit, there may be additional Phase II work that would be mutually agreed to by the COMMISION, affected transit operator, and the CONTRACTOR.

WHEREAS, COMMISION desires to amend the Scope of Work for Contract 06-012 to include Phase II: Development a Cost Allocation Methodology for Omnitrans as identified in the Omntirans Triennial Performance Audit, and

WHEREAS, CONTRACTOR has prepared an amendment to the Triennial Performance Audit Scope of Work attached as Appendix A-1, addressing the desires of COMMISSION and which COMMISSION hereby agrees to.

NOW THRERFORE, it is agreed that Contract 06-012 is amended to include the following:

Section 1 Contractor Services is amended to include the Proposed Amendment – Triennial Performance Audit Phase II Scope of Work (Appendix A-1) attached hereto and incorporated herein.

Section 2 Term is amended to extend the time of contract performance to March 7, 2007.

Section 3 Compensation is amended to increase payment to CONTRACTOR by an amount not to exceed Twenty-One Thousand Three Hundred and Fifteen Dollars ($21,315) for a new not to exceed amount of One Hundred Twenty-Seven Thousand Three Hundred and Fifteen ($127,315.00).

All other terms and conditions contained in Contract 06-012 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have signed below;

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Dennis Hansberger
President

Dated: _____

ARTHUR BAUER AND ASSOCIATES, INC.

By: _____
Sandra K. Bauer
President

Dated: _____

Approved as to Form:

_____
Jean-Rene Basle
SANBAG Counsel

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Arthur Bauer &
Associates, Inc.
Consultants in
Public Policy & Finance
Systems Planning
Management Analysis

555 Capitol Mall, Suite 465
Sacramento, CA 95814
916-442-2305
916-442-8218 Fax
bauer-consulting.com

June 5, 2006

Michael Bair
Director of Rail and Transit Programs
SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

RE: PROPOSAL TO PREPARE TRANSIT COST ALLOCATION METHODOLOGY

Dear Mike:

Arthur Bauer & Associates, along with Pacific Municipal Consultants, is pleased to submit this proposal to prepare a transit cost allocation methodology for Omnitrans. This proposed work effort constitutes Phase II of SANBAG Contract Number 06-012 between San Bernardino Associated Governments and Arthur Bauer & Associates for conducting the Transportation Development Act Triennial Performance Audit.

During the course of conducting the audit, it was identified that Phase II work would include development of a cost allocation methodology for Omnitrans that complies with Federal cost allocation principles and guidelines for federal grantees. The proposed methodology identifies the process and steps required for Omnitrans, as a direct Federal recipient, to properly allocate certain cost for obtaining, administering and monitoring federal transit capital grants for itself and also on behalf of the subgrantee transit recipients in the County. A second aspect of the methodology includes an allocation plan for distributing Omnitrans central services costs (e.g. CEO, Finance and Accounting) among the agency's cost centers.

Background

Omnitrans is a direct recipient of Federal Transit Administration (FTA) Grants that provide critical funding for transit services. Omnitrans also acts as a pass-through agency (primary recipient) of the FTA grants for several other transit operators (subrecipients) in the County. Omnitrans recently hired a Grants Manager to conduct and manage these activities, which include administering and monitoring the grants to ensure both Omnitrans and the subrecipient transit operators are in compliance with the grant

requirements. These services come with a cost to Omnitrans in terms of the staff and resources (both direct and indirect) to provide on-going grant monitoring.

Federal guidelines permit the grantor to recover its fair share of cost through the grant. The fair share is accomplished through development of an indirect cost allocation plan that complies with the Office of Management and Budget Circular A-87 titled, "*Cost Principles for State, Local and Indian Tribal Governments*". OMB A-87 establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. Omnitrans, a Joint Powers Authority comprised of municipalities including cities and San Bernardino County, is an agency of local government and is recognized under this provision.

The development of an indirect cost allocation methodology relating to grants is one aspect of this proposal endeavor. After costs for grants are allocated, a second tier effort is the allocation of Omnitrans operational costs among the agency's cost centers. These costs are distributed using a separate methodology that accounts for factors such as direct versus indirect costs, and fixed versus variable costs. The full cost of providing transit service is allocated using these factors and spread among fixed route and paratransit services. As Omnitrans is required to report similar costs in the annual Federal National Transit Database (NTD), the allocation methodology will reflect closely to the guidelines stipulated in the NTD.

Work Program

Task 1: Conduct Startup Meeting and Initiate Data Collection

We will meet with SANBAG and Omnitrans to discuss the scope of services, assumptions, timelines and roles of the various stakeholders in this project. The startup meeting will help to verify expectations of the project, establish clear channels of communication, and identify key department participants.

Task 2: Collect and Review Relevant Documentation

We will work with the agencies to collect available data and to develop additional data required to support the cost allocation methodology. This would include meeting with Omnitrans staff to understand their current methods of cost development and allocation. Documentation that will be collected and reviewed include OMB Circular A-87, FTA Circular 5010.1C, National Transit Database Reporting Manual, Omnitrans cost reporting structure, and other pertinent documentation. Contact with the Regional FTA Administration Office would also be conducted to confirm data assumptions.

Task 3: Prepare Cost Allocation Plan

The development of a full cost allocation plan is divided into two phases. The first phase is development of an indirect cost plan for federal capital grant awards. The second

phase is development of a cost allocation plan for distributing operational costs among the cost centers and transit services provided by Omnitrans. Each is discussed as separate subtasks.

Task 3.1: Prepare Indirect Cost Plan

The indirect cost plan will be in compliance with the methods established in OMB Circular A-87. The guidelines provide for the types of allowable and unallowable costs in the formulation of the indirect cost rate. We will account for the distinction between these costs. We will review the allocation methods contained in A-87 and select the ideal method that best fits the data collected from the prior tasks. The method of allocation determines the rate of reimbursement that Omnitrans could apply to federal grants. Allocation methods include a short form method, a multiple allocation base method, or variations of one of these. In general, the methods determine the allocation according to the degree of benefit each central services department (e.g. CEO/Finance and Accounting) provides to each agency function.

The general steps to determine an indirect cost rate associated with grant activity include the following:

- Determine the allowable costs for each central services department.
- Determine the base for the allocation of central services costs. For example, accounting costs could be based on number of transactions processed.
- Determine a ratio of indirect to direct costs.
- Establish an indirect cost rate.

The indirect cost rate is applied on top of the direct cost which forms the fully allocated cost against grant activity. Spreadsheets will be developed that document the flow of the allocation process and identify where updates to the rate could be made if conditions change. A report on the methodology will also be provided.

Task 3.2: Prepare Operational Cost Allocation Plan

After costs for capital grant activity are accounted for, a second cost allocation plan is required that distributes all operational costs for the transit system. These costs include central department costs that support operations and maintenance for both fixed route and paratransit. The fixed route costs will include directly operated services, while paratransit (Omnilink and Access) will include contracted services. Similar to the indirect cost plan, an allocation method consistent with A-87 will be selected dependent on the data reviewed in prior tasks.

The cost allocation plan will differentiate between indirect and direct costs, and fixed and variable costs. Direct costs are generally attributed to the operations and

maintenance departments. Fixed costs are those that are not directly tied to the volume of transit service provided, including administrative costs, non-vehicle maintenance and other related overhead activities. Variable costs are those incurred based on the level of service, such as fuel, operator wages, and spare parts.

The determination of direct cost for fixed route and paratransit will provide the base for which an indirect rate or indirect cost amount is developed and applied to the two transit services. This determination is significant, as it relates to how operating expenses are allocated between the services and the calculation of the farebox ratio. The allocation plan will account for the farebox requirements of 20 percent for general public transit, and 10 percent for specialized senior and disabled paratransit, and be structured in this manner while complying with cost allocation principles. Omnitrans has a current allocation method for contracted services, which will be reviewed for applicability. However, we will follow the federal guidelines for cost allocation and make appropriate adjustments as necessary.

We will also review the requirements for financial reporting in the Federal NTD. Given this is an annual requirement for Omnitrans to prepare, we will determine the relationships between the NTD reporting structure and the cost allocation methodology. Ideally, the cost allocation should follow the NTD financial module for consistency purposes. We will analyze how the NTD financial module treats overhead-type costs and whether they are consistent with the A-87 cost allocation requirements.

Spreadsheets will be developed that document the flow of the allocation process and identify where updates to the variables could be made if conditions change. A report on the methodology will also be provided.

Task 4: Test and Review Cost Allocation Methodology

Upon the development of allocation methods, we will conduct testing of the models using recent Omnitrans financial data and determine any adjustments, if necessary, to the assumptions and inputs. We will meet with SANBAG and Omnitrans to review the allocation methodologies and test results and receive feedback.

Task 5: Prepare Draft and Final Methodology

A draft report documenting the methodology, assumptions and input will be provided, along with the spreadsheets of model data. We will seek review and comment by SANBAG and Omnitrans. A final report will be developed that incorporates the comments received. Electronic copies and a CD of the report with spreadsheets will be provided.

We will also be available for a presentation to the SANBAG Board and Omnitrans Board.

Mr. Michael Bair
June 5, 2006

Task 6: Provide Training On Use of Cost Allocation Model

We will conduct a one-day training session at Omnitrans on the use of the cost allocation model. The model will be developed using Microsoft Excel spreadsheet with a user-friendly interface and will highlight where staff could make adjustments to the data on an on-going basis as future financial conditions change.

Schedule

We propose a six month schedule from our receipt of a Notice To Proceed (NTP). The methodology and model will be developed between four and five months, with model adjustments and training conducted during the sixth month. The final report will also be delivered by the sixth month.

Budget

A total lump sum budget of $38,750 is proposed for this project. Mr. Derek Wong of PMC will be the project leader and the primary contact. Ms. Sandra Bauer will provide administrative and technical support. We will invoice on a monthly percent-complete basis. A budget by task is shown below.

	Hours	Budget
	D. Wong	
Activity	$125	
Task 1: Conduct Startup Meeting and Initiate Data Collection	10	$1,250
Task 2: Collect and Review Relevant Documentation	47	$5,875
Task 3: Prepare Cost Allocation Plan		
Task 3.1: Prepare Indirect Cost Plan	64	$8,000
Task 3.2: Prepare Operational Cost Allocation Plan	80	$10,000
Task 4: Test and Review Cost Allocation Methodology	30	$3,750
Task 5: Prepare Draft and Final Methodology	45	$5,625
Task 6: Provide Training On Use of Cost Allocation Model	22	$2,750
SubTotal	298	$37,250
Administrative and Technical Support (S. Bauer)	12	$1,500
Total		**$38,750**

Please let me know if you need any additional information, or have questions regarding this submittal. I can be reached at (916) 442-2305. Once again, thank you for your interest.

Sincerely,

ARTHUR BAUER & ASSOCIATES, INC.

Sandra K. Bauer

Sandra K. Bauer
President

cc: Derek Wong

AGENCY REPORTS

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

JULY COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:
Ridership on the San Bernardino Line increased 4% from last month to post the second highest daily ridership average ever for this line. The May 2006 average was 6% higher than the May 2005 average. Preliminary June date is somewhat slower, yet still strong at 12,093 passenger trips per weekday.

San Bernardino Line Saturday service set a new ridership record this month. The new high average is 2% higher than the previous record (March 2006) and 26% higher than last month. June data-to-date shows a drop in ridership with a current average of 3,391 passenger trips per Saturday.

May Sunday ridership also set a new record, posting almost 6% higher than the previous record from September 2005. At this point, June patronage is slower than May with a current average of 1,765 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:
Ridership on the Riverside Line was up 4% from last month and up almost 11% in a year-to-year comparison. A preview look at June figures shows a slightly slower month with a current average of 4,680 passenger trips per weekday.

Inland Empire Orange County (IEOC)
May average daily ridership on the IEOC Line was up almost 2% from April and up more than 17% compared to the same month last year. As of mid-June, the daily average is lower than May, currently at 4,319 passenger trips per weekday.

Total System:
For the first time since November 2005, a new ridership record was set for the total Metrolink system. The new record is 3% higher than the previous record and 8% higher than the same month a year ago. At this point, June riderhip is still quite strong with a current average of 42,401 passenger trips per weekday.

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Table 1

Average Weekday Daily Ridership*

	San Bernardino	Riverside	IEOC	Systemwide
May 2006	12,328	4,768	4,477	42,764
May 2005	11,603	4,309	3,810	39,437
% Change	+ 6.2%	+ 10.7%	+ 17.5%	+ 8.4%

*Adjusted for Holidays

Table 2

Average Weekend Ridership

	San Bernardino Saturday	San Bernardino Sunday
May 2006	4,222	2,351
May 2005	3,060	1,659
% Change	+ 38.0%	+ 41.7%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:
On-time performance for the IEOC Line worsened this month compared to last month. Inbound trains dropped three percentage points and outbound trains dropped one percentage point to finish May 96% and 94% on time, respectively. Mechanical difficulties caused 35% of the forty reported delays and "other" operations issues caused another 25%.

Riverside-Ontario-Los Angeles Line:
On-time performance also worsened a bit for the Riverside Line in May. Inbound trains dropped four percentage points, from 98% on time in April to 94% in May, while outbound trains dropped one point to 91% on time. Dispatching caused 65% of the twenty reported delays.

Inland Empire-Orange County (IEOC) Line:
On-time performance results improved for the IEOC Line this month. Southbound trains gained one percentage point and northbound trains gained five points to finish May 96% and 93% on time, respectively. Again, dispatching caused 35% of the 20 reported delays.

Table 3

On-Time Performance
Percent of weekday trains arriving within 5 min. of scheduled time
(May 2006 vs. May 2005)

	San Bernardino		Riverside		IEOC	
	In	Out	In	Out	So.	No.
May 2006	96%	94%	94%	91%	96%	93%
May 2005	97%	96%	85%	75%	94%	95%

3. SUMMER TRAIN SERVICE

Beginning July 15th, Metrolink will operate weekend train service from San Bernardino to San Juan Capistrano, San Clemente, and Oceanside. Two trains in the morning and two trains returning in the evening will run each Saturday and Sunday through summer.

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 · www.aqmd.gov

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
S. Roy Wilson, Ed.D.
Supervisor, Fourth District
County of Riverside

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Jane W. Carney
Senate Rules Appointee

Beatrice J. S. LaPisto-Kirtley
Mayor, City of Bradbury
Cities of Los Angeles County/
Eastern Region

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Gary C. Ovitt
Supervisor, Fourth District
County of San Bernardino

Jan Perry
Councilmember, 9th District
Cities Representative
Los Angeles County/Western Region

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

James W. Silva
Supervisor, Second District
County of Orange

Cynthia Verdugo-Peralta
Governor's Appointee

Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

June 13, 2006

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Cities of San Bernardino County
Board Member, South Coast AQMD

Attached are the agenda items and the voting outcome of AQMD's June 2 Board meeting and the June 9, 2006 Special Board meeting.

PUBLIC HEARING ITEMS APPROVED AT THE JUNE 2 AND 9, 2006 BOARD MEETINGS

Adopt Executive Officer's FY 2006-07 Budget and Work Program
The Executive Officer's Budget for FY 2006-07 represents the input over the past several months from Board members, staff, and the public. This year's process included meetings of the Budget Advisory Committee; a public hearing on February 3, 2006 to receive input on the AQMD's Program Goals and Objectives; and two budget workshops, one for the public held on April 12, 2006 and one for the Board held on April 28, 2006. (Review: Administrative Committee, May 12, 2006)

Majority Votes: 7 Yes, 3 No, 2 Absent

Amend Regulation III – Fees
Staff prepared two options for Board consideration to amend Regulation III – Fees for FY 2006-07. Both options incorporated proposals to better recover program costs and changes to better clarify or correct existing language. Both options also included new Rule 313, proposed to consolidate administrative fiscal activities such as fee surcharges and Fee Review Committee activities. Option 1 included an increase in fees reflecting the 2005 California Consumer Price Index (CPI) of 3.65 percent for most fee categories for FY 2006-07; furthermore, in order to better recover program costs, Permit Processing Fees, Annual Operating Permit Renewal Fees and Annual Operating Emission Fees were proposed to be increased by an additional increment above the CPI, resulting in a total

increase of 10 percent for each of the next three years through FY 2008-09. Option 2 proposed to increase all AQMD-related fees by CPI for only FY 2006-07. (Review: Stationary Source Committee, April 28, 2006 and Administrative Committee, May 12, 2006)

My preference was to vote for option 2, one-year CPI (3.65%) option, because it would provide time to gauge the situation with AQMD's budget in May 2007.

Majority Votes [Option 1]: 7 Yes, 3 No, 2 Absent

Amend Rule 1113 – Architectural Coatings
The proposed amendment to Rule 1113 – Architectural Coatings was developed to implement the recommendation of the most recent technology assessment for this rule. The rule will reduce VOC limits for specific coating categories, establish a separate category for high gloss nonflat coatings, set interim and postpone the final limits for high gloss nonflats, quick-dry enamels, specialty primers, and provide a limited exemption for Tertiary-Butyl Acetate from the VOC definition, and include other minor modifications to improve clarity and enforceability of the rule. (Review: Stationary Source Committee, April 28, 2006)

Majority Votes: 10 Yes, 0 No, 2 Absent

Adopt Proposed Rule 223 – Emission Reduction Permits for Large Confined Animal Facilities
Rule 223 established permitting and other requirements for large confined animal facilities, as defined by CARB, in California Health and Safety Code as a result of the enactment of Senate Bill 700. The permit for large confined animal facilities must include a plan to reduce emissions to the maximum extent feasible and the plan is to be updated annually. (Review: Stationary Source Committee, March 31, 2006)

Majority Votes: 7 Yes, 0 No, 5 Absent

COMMITTEE MEMBERSHIPS ACRONYM LISTING

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (RC Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TCC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation and Communications
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	L. Garcia			L. Garcia
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton		P. Eaton	
District 10 (Chino, Chino Hills, Ontario)	A. Wapner			A. Wapner
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	L. Dale			L. Dale
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	T. Jasper	T. Jasper		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Vacant (D. Williams) Vacant (L. McCallon) Vacant (T. Burgnon)	J. Harrison P. Lilburn	Vacant (G. George) M. Nuaimi

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment for Regional Council members representing odd numbered districts expire immediately following the SCAG General Assembly in April of odd numbered years. Terms of appointment for Regional Council members representing even numbered districts expire immediately following the SCAG General Assembly in May of even numbered years. SANBAG appointments to SCAG Policy Committees are for a term from May through the next regular SCAG general assembly of the following year.

Stipend

SCAG provides Regional Council members $100 per day for a maximum of four meetings per month, plus mileage. A stipend for the fifth meeting per month may be received on approval by SCAG's Executive Director. SCAG also provides subregional appointees representing SANBAG on SCAG Policy Committees $70 per meeting.

Meeting Information

The regular meetings of SCAG Regional Council, Standing Committees, and Policy Committees are on the first Thursday of each month at the SCAG Offices located at 818 W. Seventh Street, Los Angeles: 10:00 a.m., Policy Committees 12:00 noon, Regional Council

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation,

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

May 9, 2006

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts of up to $25,000 with Board of Directors ratification to follow.	Kelly Chastain, Colton, President Dennis Hansberger, Vice President (Chair) Paul Biane, Past President Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Josie Gonzales, Supervisor James Lindley, Hesperia Gwenn Norton-Perry, Chino Hills Gary Ovitt, Supervisor Bill Postmus, Supervisor Rick Roelle, Apple Valley	6/30/2006 6/30/2006 6/30/2006 12/31/2007 12/31/2006 12/31/2006 12/31/2007 12/31/2006 12/31/2007 12/31/2007 12/31/2007 12/31/2006
Commuter Rail Committee Eight Valley-elected officials, four of who shall be the Southern California Regional Rail Authority primary (*) and alternate (**) members. The terms of appointments for SCRRA members and alternates shall be concurrent with their term on SCRRA. The four remaining members shall be SANBAG Board Members appointed by the SANBAG President for two-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority delegates with respect to commuter rail service in San Bernardino County. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Gilbreath, Redlands (Chair) Lee Ann Garcia, Grand Terrace (Vice Chair) Paul Biane, Supervisor ** Kelly Chastain, Colton** Robert Christman, Loma Linda Paul Eaton, Montclair * Pat Morris, San Bernardino Alan Wapner, Ontario Diane Williams, Rancho Cucamonga*	12/31/2006 (6/30/2006) 12/31/2006 (6/30/2006) Indeterminate Indeterminate 12/31/2007 Indeterminate 12/31/08 12/31/08 12/31/07
Mountain/Desert Committee Membership consists of SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets in conjunction with the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Bill Postmus, Supervisor (Chair) James Lindley, Hesperia (Vice Chair) Kevin Cole, Twentynine Palms Paul Cook, Yucca Valley Lawrence Dale, Barstow Dennis Hansberger, Supervisor Darrell Mulvihill, Big Bear Lake Trinidad Perez, Adelanto Rick Roelle, Apple Valley Mike Rothschild, Victorville Rebecca Valentine, Needles	Indeterminate (6/30/2006) Indeterminate (6/30/2006) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Major Projects Committee Membership consists of SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	John Pomierski, Upland (Chair) Grace Vargas, Rialto (Vice Chair) Paul Biane, Supervisor Kelly Chastain, Colton Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Pat Gilbreath, Redlands Josie Gonzales, Supervisor Dennis Hansberger, Supervisor Larry McCallon, Highland Patrick Morris, San Bernardino Gwenn Norton-Perry, Chino Hills Mark Nuaimi, Fontana Gary Ovitt, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario Diane Williams, Rancho Cucamonga Dennis Yates, Chino	Indeterminate (6/30/2006) Indeterminate (6/30/2006) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Plans & Programs Committee Membership consists of three city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions and all County Supervisors. City members shall be elected by caucus of city SANBAG Board Members within the subarea.	Provides ongoing policy level oversight for: (1) The countywide Comprehensive Transportation Plan and input into the revisions of the Regional Transportation Plan, (2) Congestion Management Program revisions, policies relative to Deficiency plans, state and federal funding and programming requirements and related issues, (3) Programs to implement or coordinate subregional or local transportation control measures, and (4) Programming issues related to the CMP Capital Improvement Program, the Regional Transportation Improvement Program (RTIP) and air quality conformity. Committee has authority to approve contracts of up to $25,000 with Board of Directors ratification to follow.	Paul Eaton, Montclair (Chair) Mark Nuaimi, Fontana (Vice Chair) Gary Ovitt, Supervisor Paul Biane, Supervisor Kelly Chastain, Colton Kevin Cole, Twentynine Palms Paul Cook, Yucca Valley Josie Gonzales, Supervisor Dennis Hansberger, Supervisor James Lindley, Hesperia Larry McCallon, Highland Bill Postmus, Supervisor Richard Riddell, Yucaipa Diane Williams, Rancho Cucamonga	12/31/2006 (6/30/2006) 12/31/2007 (6/30/2006) Indeterminate Indeterminate 12/31/2007 12/31/2007 12/31/2006 Indeterminate Indeterminate 12/31/2006 12/31/2006 Indeterminate 12/31/2006 12/31/2007

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Acronym List

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
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
MIS	Major Investment Study
MOU	Memorandum of Understanding

SANBAG Acronym List

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

Governments
SANBAG
Working Together

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