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
August 2, 2006

****Start Time: 9:30 a.m. (Closed Session)****
****Convene Regular Meeting 10:00 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

Deirdre Bennett, Mayor
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, Mayor
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
August 2, 2006

*****9:30 a.m. Convene meeting of the Board of Directors**
1170 W. 3rd Street, 2nd Floor (the Super Chief), San Bernardino

CLOSED SESSION
Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(a)
San Bernardino Associated Governments v. Reyco Erosion Control, et al.
Case No. RIC 442491

*******CONVENE REGULAR MEETING 10:00 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. Announcements
IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of August 2, 2006.** Pg. 10

   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.

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 23.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 12

3. **Procurement Report for June 2006** Pg. 16

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

   This item has not had prior policy committee review and is provided for information only.

Project Development

4. **Request for Qualifications (RFQ) No. C07024 for State Street/University Parkway Grade Separation Construction Management** Pg. 18

   Authorize staff to release Request for Qualifications (RFQ) No. C07024 for State Street/University Parkway Grade Separation Construction Management. **Darren Kettle**

   This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 13, 2006.

5. **Lease Agreement C07045 for construction field office space for I-215 5th Street Bridge Project** Pg. 53

   Approve Lease Agreement C07045 with Mountain Business Park/Pacific Day Capital for 1,909 square feet for two years at an initial rate of $1.25 per square foot for construction field office space for the Interstate 215 5th Street Bridge Project. **Darren Kettle**

   This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 13, 2006.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

6. Measure I 2010-2040 Major Freeway Project – Project Development Advancement Pg. 75

Authorize staff to develop necessary legal/finance instruments to use current Measure I funds to "finance" project development activities for two Measure I 2010-2040 Major Freeway Projects, the Devore Interchange Project and the Interstate 10 High Occupancy Lane (HOV) project, to be repaid from Measure I 2010-2040 revenues. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 13, 2006 and by the Mountain/Desert Committee on July 21, 2006.

Transit/Commuter Rail Programs

7. Request for Proposal (RFP) to Prepare a Public Transit-Human Service Transportation Coordination Plan for San Bernardino County Pg. 78

Authorize the release of RFP C07027 – Public Transit-Human Services Transportation Coordination Plan for San Bernardino County. **Mike Bair**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on July 19, 2006.

8. Amendment to Agreement 04-040 with the City of San Bernardino Pg. 101

Approve Amendment No. 4 to Cooperative Agreement 04-040 with the City of San Bernardino increasing the local match funding for the construction of a multi-level parking structure at the San Bernardino Metrolink station in the amount of $213,775 for a new contract authority of $2,043,074 as identified in the Financial Impact Section. **Mike Bair**

This item was reviewed and unanimously recommended for approval by the Commuter Rail Committee on July 20, 2006. The agreement has also been reviewed and approved as to form by SANBAG Counsel.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail Programs (Cont.)

9. Assignment of Contract 02-015 with McLeod, Watkinson & Miller to the Firm of Kaplan Kirsch & Rockwell LLP Pg. 106

1. Approve Assignment Agreement C07046, authorizing the assignment of Contract 02-015 with McLeod, Watkinson & Miller to the Firm of Kaplan Kirsch & Rockwell LLP.
2. Approve new hourly compensation rates.
3. Authorize the transfer of the remaining balance of Contract 02-015 in the amount of $25,307.22 to Agreement C07046 as identified in the Financial Impact Section. **Mike Bair**

This item was reviewed and unanimously recommended for approval by the Commuter Rail Committee on July 20, 2006.

Regional & Quality of Life Programs

10. Request for Proposal (RFP) for Freeway Service Patrol (FSP) Towing Services Pg. 112

Approve the release of RFP No. C07-028 for the provision of FSP Towing Services along Interstate (I)-10, I-215, and State Route (SR) 60. **Kelly Lynn**

This item was reviewed and unanimously recommended for approval by the Plans and Program Policy Committee on July 19, 2006. The RFP, Scope of Work, and Contract have been reviewed as to form by SANBAG County Counsel, Caltrans District 8, as well as CHP Inland Communications Center.

Subregional Transportation Planning and Programming

11. Award of Contract No. 06-055 for Construction of San Bernardino Valley Coordinated Traffic Signal System Program – Tier 1 Pg. 128

1. Approve Contract No. 06-055 with Steiny and Company, Inc. for construction of San Bernardino Valley Coordinated Traffic Signal System Program – Tier 1 in the amount of $1,694,853, as detailed in the Financial Impact Section.

2. Approve amendment to increase Task No. 70107000, Valley Signal Coordination Program, in the amount of $617,753 to be funded by Congestion Mitigation and Air Quality funds set aside for the Valley Signal Coordination Program, as detailed in the Financial Impact Section. **Andrea Zureick**

This item has been submitted for review by Counsel. This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

Notes/Actions:

Consent Calendar Continued....

Subregional Transportation Planning and Programming(Cont.)

12. City of Rancho Cucamonga Project Advancement Agreement Pg. 144

Approve Project Advancement Cooperative Agreement C07025 with the City of Rancho Cucamonga for the Haven Grade Separation Project **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

13. City of Yucaipa Project Advancement Agreement Pg. 154

Approve Project Advancement Cooperative Agreement C07047 with the City of Yucaipa for the I-10 Oak Glen/Live Oak Interchange Project. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

14. State Route 138 Projects Pg. 165

Receive information regarding State Route 138 projects. **Ryan Graham**

This item was provided to the Mountain/Desert Committee on July 21, 2006.

15. Victor Valley Area Transportation Study Pg. 170

Accept status report on the progress of the Victor Valley Area Transportation Study. (2 Attachments). **Ryan Graham**

This item was presented to the Mountain/Desert Committee on July 21, 2006.

Transportation Programs & Fund Administration

16. Results of the Transportation Development Act (TDA) Triennial Performance Audits for the Cities of Barstow and Needles, Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, Omnitrans and Victor Valley Transit Authority Pg. 185

Receive results of the TDA Triennial Performance Audits for the Cities of Barstow and Needles, Mountain Area Regional Transit Authority, Morongo Basin Transit Authority Omnitrans and Victor Valley Transit Authority. **Mike Bair**

This item was reviewed and recommended for receipt by the Plans and Programs Committee on July 19, 2006. The transit operator/claimant performance audits have been reviewed by the respective transit agency management and either have been or will be reviewed by their governing boards by the end of August.

Notes/Actions:

DISCUSSION ITEMS

Administrative Matters

17. Appointments and selection of Board Members to serve on policy committees and o represent SANBAG on external committees. Pg. 206

1. Appoint Mayor Paul Eaton, City of Montclair, to represent SANBAG as an alternate member on the Mobile Source Air Pollution Reduction Review Committee (MSRC).
2. Note results of Mountain/Desert and East Valley Caucus selections to serve on SANBAG policy committees.
3. Note vacancy on the SANBAG Commuter Rail Committee.
4. Note vacancy for alternate ex-officio member to serve on the Alameda Corridor East Construction Authority.
5. Appoint Mayor Patrick Morris, City of San Bernardino, and Mayor Pro Tem Patricia Gilbreath, City of Redlands, as the Delegate and Alternate members respectively to the Southern California Regional Rail Authority (SCRRA). **Deborah Barmack**

Information related to these appointments and vacancies were sent to Board Members on July 18, 2006. The Commuter Rail Committee unanimously recommended approval of the SCRRA appointments.

Transit/Commuter Rail Program

18. Metrolink San Bernardino Line Weekend Passenger Growth, Onboard Survey Results and Analysis of Gas Prices vs. Ridership Pg. 209

Receive Information. **Cheryl Donahue**

This item was received by the Commuter Rail Committee on July 20, 2006.

Project Development

19. Professional Services Amendment No. 1 to Agreement No. 06-018 with Peckar and Abramson for legal services for Route 71 Landscape Project litigation Pg. 212

Approve Amendment No. 1 to Agreement 06-018 with Peckar and Abramson increasing the not to exceed amount by $100,000 for a total not to exceed amount of $200,000. **Darren Kettle**

This item was reviewed and approved (Christman and Morris opposed), by the Major Projects Committee on July 13, 2006.

Notes/Actions:

Discussion Items Continued

Project Development (Cont.)

20. Approve Amendment 2 to Cooperative Agreement No 04-060 with Caltrans for Interstate 215 Right of Way Capital funding Pg. 216

1. Approve Amendment 2 to Cooperative Agreement No. 04-060 with Caltrans for Interstate 215 Right of Way Capital funding. The amendment amount is $6 million for a total contract amount of $14.2 million as detailed in the Financial Impact Section, and

2. Approve amendment to FY 2006-07 Budget increasing revenues and expenditures in Task 83607000 (I-215 Right Of Way) in the amount of $6 million. Funding source is $4.8 million of federal SAFETEA-LU funds and $1.2 million of Measure I Valley Major Projects funds to meet local match requirement. **Darren Kettle**

This item has not received prior policy committee review, due to deadlines to obligate federal SAFETEA-LU funds.

Subregional Trans. Planning & Programming

21. Measure I 2010-2040 Strategic Plan Workshop on Project Cost Estimates and Revenue Projections Pg. 225

For purposes of further Measure I 2010-2040 Strategic Plan development, accept:

1) Expenditure Plan project cost increases as discussed at the workshop and detailed in this item, and

2) Revised Measure I 2010-2040 revenue projection of $8.0 billion in 2006 dollars, up from $6.0 billion in 2003 dollars per the Expenditure Plan. **Ty Schuiling**

This item was presented as information only to the Board of Directors on July 5, 2006. It was recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

22. Award of Construction Contract 06-056 for Construction of San Bernardino Valley Coordinated Traffic Signal System Program – Tier 2 Pg. 324

Placeholder agenda item for potential award of Construction Contract 06-056 for San Bernardino Valley Coordinated Traffic Signal System Program – Tier 2. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

Notes/Actions:

Other Matters

23. 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

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
Commuter Rail Report — Pg. 327
Council Member Patricia Gilbreath
South Coast Air Quality Management Report — Pg. 330
Mayor Dennis Yates
SCAG Committees — Pg. 333
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications
SANBAG Policy Committees — Pg. 334
Acronym List — Pg. 336

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
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!*

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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: August 2, 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
5	C07025	Mountain Business Park/Pacific Day Capital *Dan Moore*	None
9	C07046	Kaplan Kirsch & Rockwell LLP *Charles Spitulnick*	None
11	06-055	Steiny and Company, Inc. *Richard Tesoriero, Vice President*	Crosstown Electrical & Data, Inc.
19	06-018	Peckar and Abramson *Mary Salamone, Partner*	None

*

Approved
Board of Directors

Date: August 2, 2006

Moved: *Second:*

In Favor: *Opposed:*

*Witnessed:*_____

22	06-056	*To Be Determined* *Bid Opening 7/25/06*	*To Be Determined* *Bid Opening 7/25/06*

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	X					
Bill Postmus			X		X							
Paul Biane	X	X	X			X						
Dennis Hansberger	X	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	X					
Lawrence E. Dale	X	X	X		X	X	X					
Darrell Mulvihill	X	X				X						
Dennis Yates	X	X	X	X	X	X	X					
Gwenn Norton-Perry	X		*	X	*	X	X					
Deirdre Bennett							X					
Kelly Chastain	X	X	X	X	X	X						
Mark Nuaimi	X	X	X	X	X	X	X					
Bea Cortes	X	X	X	X	X	X	X					
James Lindley	X	X	X	X	X	X	X					
Larry McCallon	X	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	X					
Paul Eaton	X	X	X	*	X	X	X					
Rebecca Valentine	X	X	X	X	X	X	X					
Alan Wapner	X	X	X		X	X	X					
Diane Williams	X	X	X	X	X	X	X					
Pat Gilbreath	X	X	X	X	X		X					
Grace Vargas	X	X	X	X		X	X					
Judith Valles	X	X	X									
Patrick Morris				X	X	X	X					
Kevin Cole	X	X	X			X	X					
John Pomierski	X		X	X	X	X						
Mike Rothschild	X	X	X	X	X	X	X					
Dick Riddell	X	X	X	X	X	X	X					
Paul Cook	X	X	X	X	X	X	*					
Michael Perovich Ex-Official Member	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.

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: August 2, 2006

Subject: Procurement Report for June 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 Administrative Committee for the month of June 2006.

Financial Impact: This item imposes no impact on the FY 2006/07 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item has not had prior policy committee review.

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0608a-tjm.doc
ISF07

PURCHASE ORDERS ISSUED FOR JUNE 2006

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
060131	City of Victorville	Changes to TRANPLAN job stream for VVATS	Y	$ 10,000.00
060137	TH Enterprises, Inc.	Computer Equipment	N	$ 8,048.65
		TOTAL PURCHASE ORDERS ISSUED		$ 18,048.65

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: 4

Date: August 2, 2006

Subject: Request for Qualifications (RFQ) No. C07024 for State Street/University Parkway Grade Separation Construction Management

Recommendation:* Authorize staff to release Request for Qualifications (RFQ) No. C07024 for State Street/University Parkway Grade Separation Construction Management

Background: **This action will lead to the award of a new consultant contract for construction related services.** 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 Exempt under the California Environmental Quality Act and the design is in final review.

As SANBAG proceeds to the construction phase of this project it is first necessary to secure the services of a full service construction management team to include, construction management, materials testing, and construction staking and surveying.

*

Approved
Board of Directors

Date: August 2, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

BRD0608G-DMK.DOC
TN 87107000
Attachment: A07024SOS.DOC

Staff has attached a draft RFQ for a full service construction management team. The attached RFQ is SANBAG's "boiler plate" RFQ with language similar to that used in previous SANBAG issued RFQs.

Financial Impact: This action, by itself, imposes no financial impact. The future award of a consultant services contract has been anticipated in the FY 2006/07 budget. Staff will budget future year costs as necessary in future year budgets. The funding source for construction management activities is Prop. 42/TCRP funds. TN 87107000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 13, 2006

Responsible Staff: Darren Kettle, Director of Freeway Construction

Draft

Contract C07-024 ATTACHMENT "A"

SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT, MATERIALS TESTING, CONSTRUCTION SURVEYING
State Street/University Parkway Grade Separation Project

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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 for the State Street/University Parkway Grade Separation, which is anticipated to go out to bid in the first quarter of 2007. CONSULTANT will provide construction management, materials testing, and construction surveying for the project. A description of the project is given below.

STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION PROJECT

State Street is an arterial road in the County of San Bernardino with an at-grade crossing of BNSF railroad tracks just north of Cajon Boulevard. On the north side of the at-grade crossing the road is in the City of San Bernardino city limits and becomes University Parkway and continues north past an interchange with I-215 up to Cal State San Bernardino. The proposed project will realign the roadway to the southeast and grade separate the roadway and railroad crossing such that the roadway goes over the BNSF tracks and adjacent Cajon Boulevard. A new bridge will go over the tracks and Cajon with sloped embankments on the north side of the tracks and MSE walled embankment on the south side of Cajon. To accommodate the realignment, there will be some local street realignment south of Cajon Boulevard and a widening/realignment of Short Street to facilitate a connection between State Street and Cajon. This work is being developed by SANBAG in cooperation with the City of San Bernardino and the County of San Bernardino. The project limits of the corridor improvement extend from Hallmark Parkway on the north through the City of San Bernardino to Blake Street in the County of San Bernardino on the south. SANBAG is responsible for design and construction of this project on behalf of the City and County and will turn over the project to those agencies upon completion of construction. The new bridge, embankments and local street work will be constructed over an approximately 18 to 24 month period.

The total value of construction for this grade separation work is approximately $18 Million (State TCRP Funding will be utilized).

The State Street/University Parkway Grade Separation Projects, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, and retaining walls. CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG 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 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 Project Managers will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. 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 local agency 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, except as noted in the special provisions.

Materials Testing: The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. CONSULTANT personnel will be assigned as needed by the Resident Engineers to meet the schedule of the construction contractor.

It is anticipated that at least one field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. CONSULTANT will be notified sufficiently in advance of changed project requirements. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of the project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction. It is also important that the senior technician(s) assigned to the project become and be completely familiar with the prior testing requirements and assignments for the entire project.

Resident Engineers will have the authority to increase, reduce, or eliminate CONSULTANT's hours dependent on the schedule and requirements of the construction contractor. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer. When possible, the Resident Engineer will provide 8 hours advance notice if CONSULTANT services are not required.

CONSULTANT will also furnish a Project Manager to coordinate CONSULTANT's operations with Caltrans and SANBAG. The Project Manager will be responsible for all matters related to the CONSULTANT's personnel and operations. Personnel qualifications and responsibilities are listed in the last section of the Scope of Services.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT's personnel. If, at any time, the level of performance is below expectations, SANBAG may release a field person and request that another be assigned as needed.

If a member of CONSULTANT's personnel is on a leave of absence, CONSULTANT's project manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with SANBAG and local agency officials during the course of the contract; and perform other duties as may be required to assure that the construction is being

performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by SANBAG's Resident Engineers.

CONSULTANT will assist in obtaining compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

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

CONSULTANT will assist SANBAG in obtaining compliance with the equal opportunity provisions of the projects.

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

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the projects. The number of survey crew(s) assigned to the project will vary throughout the duration of the construction contract. It is anticipated that a minimum of one (1) survey crew will be required throughout the construction. Additional crews may be required to provide support for construction activities. CONSULTANT will be notified in advance of a change in project requirements. The duration of assignments could vary from a minimum of a few days to the full term of the project. CONSULTANT personnel will be assigned as needed by the Resident Engineer(s) to meet the schedule of the construction contractor.

It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of the project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to the project be completely familiar with the survey requirements and the assignments for the project.

Resident Engineers will have the authority to increase, reduce, or eliminate CONSULTANT hours dependent on the schedule and the requirements of the construction contractor. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer. When possible, the Resident Engineer will provide 24 hours advance notice if CONSULTANT services are not required.

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

Resumes of CONSULTANT personnel and certification must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance by CONSULTANT personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned (as needed).

If CONSULTANT's survey crew personnel assigned to the project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s)

returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

CONSULTANT personnel will:

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

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

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Projects will be executed under separate construction contracts as described in the Project Description. Where the terms "Project" and "Contractor" are used herein, they shall apply to both projects 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, 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, local agencies, and design engineer, as appropriate.

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

d. CONSULTANT shall 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 Local Agencies, 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, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public.

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

d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the 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 Construction 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. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.

i. CONSULTANT shall coordinate the implementation of SANBAG approved changes with the Construction 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 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

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the projects. CONSULTANT may be

requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSUTLTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

I. Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

a. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

b. Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

c. Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

d. Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

e. Perform construction staking, including but not limited to:

- Utility relocations.
- Clearing limits.
- Slope staking.
- Storm drain, sanitary sewer, and irrigation systems.
- Drainage structures.
- Curbs, gutters, and sidewalk.
- Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.).
- Rough grade.
- Finish grade.

f. Monitor for settlement if required.

g. Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG.

II. Grid Grades

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

III. Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for

station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

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

IV. Three Line Profiles

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

V. Right of Way Lines

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

- Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

- Corner records and records of surveys shall be prepared and filed in accordance with Chapter 10 of the "Caltrans Surveys Manual" and the State of California Land Surveyor's Act.

- Perpetuate existing monumentation.

Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

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

- Right of Way Surveys

Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right or way and easement lines, staking for right of way and easement fences.

- Final monumentation

Includes setting of centerline points of control upon completion of construction.

VI. Special Design – Data Surveys

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

VII. Control Survey

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

VIII. Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only. CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to insure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

All field and laboratory testing is to be performed in accordance with California Test Methods as specified in the Caltrans "Manual of Test".

CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for both grade separation projects. SANBAG shall coordinate public awareness for the grade separation projects directly in conjunction with the local agencies. 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, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid 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, Local Agencies, Contractors, and design engineers.

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

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

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

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

8. All material test results will be provided in accordance with the Caltrans Standard Specifications and Special Provisions, and the Caltrans "Manual of Test". Failing tests will be immediately reported to the SANBAG Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms as prescribed in the Caltrans "Manual of Test". The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept per Caltrans requirements.

9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

   a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.

   b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

   c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

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

   d. Deliverables to the Resident Engineer shall follow the format specified below:

   - Horizontal Control
   - Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
   - Vertical Control
   - Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
   - Topography
   - Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be provided on magnetic tape or disks in Intergraph IGDS version 8.8 format. Tapes and disks shall

be compatible with Caltrans computer system. Topography symbology shall conform to the Caltrans "Drafting and Plan Manual".

- Cross – Section Data

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

1. Conventional Cross – Sections (each cross – section):

For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the Caltrans computer system. Computer formatted cross – sections shall be provided on magnetic tapes or disks compatible with the Caltrans computer system.

2. Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):

Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided on magnetic tape or disks and shall be in a format compatible with the Caltrans Terrain Line Interpolation computer program.

e. Data Collector Data

If specifies in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements

f. Other

As specified in the survey request.

E. <u>EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT</u>

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).

5. For Materials Testings, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

b. CONSULTANT's personnel will be provided with radio equipped vehicles suitable for the location and nature of work involved. Radio equipment will be capable of communicating on the 47.08 MHz channel. Upon completion of this contract, the consultant will remove the capability of operating on the 47.08 MHz channel. CONSULTANT vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. SANBAG furnished magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this contract.

Each vehicle is to be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys;
- Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:
- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
- Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:
- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
- Prisms, sufficient to perform the required work.
- Tapes; steel, cloth.

j. Angle measuring instruments and equipment:
- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
- Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide 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.

4. Caltrans manuals and standards as listed in Section G, Standards, forms and other policies and procedures to be followed by CONSULTANT personnel in the performance of the services. Manuals and standards furnished by Caltrans are for CONSULTANT use only and will be returned at the end of the contract period or when no longer needed by a CONSULTANT employee.

5. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

6. Magnetic SANBAG logos to be affixed to CONSULTANT vehicles.

G. STANDARDS

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

1. Construction Manual and its revisions

2. Bridge Construction Records and Procedures Manual

3. Quality Assurance Program Manual

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

5. Caltrans Standard Specifications and Standard Plans.

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

7. Manual of Test (3 volumes)

8. Survey Manual

9. District 8 Standard Staking Procedures Manual

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

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

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

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

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

H. Availability and Work Hours

The typical workday includes all hours worked by SANBAG's construction contractor. The construction contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Resident Engineer. When possible, the Resident Engineer will provide 8 hours advance notice if consultant services are not required.

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

Once the notice to proceed has been issued, CONSULTANT will immediately begin all material testing. Once services begin, the CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

Material testing will not be performed when conditions (such as weather, traffic, and other factors) prevent safe, efficient operations.

Most construction survey work will be required on an as needed basis as outlined in the "Survey Request".

Once the "Notice to Proceed" is issued, CONSULTANT will immediately begin all construction surveying. Once services begin, CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

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

J. CONSTRUCTION SITE SAFETY

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

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.

4. All safety equipment will be provided by CONSULTANT.

5. CONSULTANT will provide appropriate safety training for all CONSULTANT personnel. Training should include information on safety when working on or near highways.

6. All safety equipment shall be provided by CONSULTANT.

K. BASIS FOR SURVEY AND MONUMENT STAKING

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

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

L. 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 utility inspector.

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

CONSULTANT's personnel will be capable of performing the types of material testing services described above in "Description of Required Services" with minimal instructions.

8. Materials Testing Project Manager

a. Four years project management experience on a similar highway/bridge construction project.
b. Licensed civil engineer in the State of California.
c. Ability to use typical computer programs including word processing and

spreadsheets.

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

Under the direction of SANBAG, the project manager will assume the following functional responsibilities:

a. Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
b. Assign personnel to projects on an as-needed basis in coordination with SANBAG's Resident Engineer.
c. Administer personal leave, subject to approval of SANBAG's Resident Engineer.
d. Prepare monthly reports for delivery to the SANBAG project manager.
e. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

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

9. Materials Technicians

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

a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.

b. Be familiar with construction practices and be fully aware of construction activities at the project site.

c. Have knowledge of and comply with safety and health regulations and requirements applicable to the project.

Specific qualifications for technicians are as follows:

CONSTRUCTION TECHNICIAN I

Performs a variety of semi-skilled activities.

Examples of duties assigned to this classification are:

- Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
- Sampling and transporting produced construction materials from point of application or production to testing laboratory.

Knowledge and Skills Required

- Knowledge of tools, equipment and vehicles utilized in highway construction.
- Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- Knowledge of basic mathematics used in the computation of a variety of construction items.
- Knowledge of record keeping, preparing of documents and reports.

TECHNICIAN II

Performs a variety of skilled activities

Examples of duties assigned to this classification are:

- Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- Inspection and sampling of all phases of asphaltic concrete and PCC paving operation, including plant inspection.
- Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- Answers questions and resolves problems.
- Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- Keeps daily diary of work progress.
- Prepares reports on all field inspections and submits project quantities on a daily basis.
- Keeps accurate documentation for force accounts and possible claims.

Knowledge and Skill Required:

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

TECHNICIAN III

Exercise considerable independent judgment within general Caltrans standards and guidelines.

Examples of duties assigned to this classification are:

- Inspect highway construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.

- Perform a variety of structural material tests and inspections.
- Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- Supervises all work activities involved in construction projects, laboratory, and quality control work.
- Recommends approval of proposed project changes.

Knowledge and Skills Required:

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

10. Construction Surveying Project Manager

Minimum qualifications for the position of Project Manager shall be as follows:

- Four (4) years project management experience on similar highway construction projects.
- Licensed Surveyor or pre-January 1, 1982, Registered Professional Engineer in the State of California.
- Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

Under the direction of the Resident Engineer and SANBAG the project manager will be responsible for:

- Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
- Assign personnel to projects on an as-needed basis.
- Administer personal leave, subject to approval of the Resident Engineer.
- Prepare monthly reports for delivery to the SANBAG project manager.

11. Field Party Chiefs

- Minimum qualifications for the position of Party Chief shall meet at least one of the following licensing requirements:

1. A licensed Land Surveyor in the State of California.
2. A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California
3. An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982, Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- Two (2) years survey experience on similar highway construction projects.
- Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to make effective decisions concerning field problems and work in progress.
- Familiarity with typical coordinate geometry computer programs.
- Familiarity with safety requirements for surveying near traffic.

Under the direction of the Resident Engineer, the Party Chiefs will assume the following responsibilities:

- Perform construction staking services for highway construction.
- Administer day to day activities for the survey party.
- Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
- Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

12. Survey Crews

Minimum qualifications for survey crew members shall be as follows:

- One (1) year survey experience on similar highway construction projects.
- Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to assist Party Chiefs and office personnel in all required surveying work.
- One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- Perform basic calculations to support highway construction staking.
- Maintain continuous communication with Party Chiefs and office personnel.

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: 5

Date: August 2, 2006

Subject: Lease Agreement C07045 for construction field office space for I-215 5th Street Bridge Project

Recommendation:* Approve Lease Agreement C07045 with Mountain Business Park/Pacific Day Capital for 1,909 square feet for two years at an initial rate of $1.25 per square foot for construction field office space for the Interstate 215 5th Street Bridge Project.

Background: **This is a new lease agreement for construction field office space for the I-215 5th Street Bridge Project.** The location for the field office for the Interstate 215 5th Street project is adjacent to SANBAG's existing field office for the SR 210 Project. The term of this lease is a period of two years at which point it is anticipated that the construction management team from the SR 210 project will "down-size" making space available for the I-215 construction management team. The space is conveniently located on Little Mountain Road immediately adjacent to the SR 210 and I-215. Agreement No. 06-049 with Mountain Business Park/Pacific Day Capital includes a lease term of five years at $1.25 per square foot with an escalation rate set at the consumer price index. The monthly rate for the first year for 1,909 square feet of space is $2,386.25. The rate for the second year shall be adjusted by the Urban Consumer Price Index plus a pro rata share of common area expenses.

Financial Impact: This item is consistent the FY 2006/07 Budget. Task No. 83807000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 13, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Board of Directors

Date: *August 2, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*
Witnessed: _____

BRD0608E-DMK.DOC
TN 83807000
Attachment: C07045.DOC

SANBAG Contract No. C07045

by and between

the San Bernardino County Transportation Authority

and

Mountain Business Park/Pacific Day Capital

for

Construction Field Office Space

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 60,134	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 ➔ $ **60,134**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
83807000	_____	MIVMP/TCRP	_____	$ 21,476
83808000	_____	MIVMP/TCRP	_____	$ 30,783
83809000	_____	MIVMP/TCRP	_____	$ 7,875
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: 8/2/06 Contract Start: _____ Contract End: 9/30/08

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

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: _____ $ _____	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ _____

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

If yes, which Task includes budget authority? 83807000

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:

7.7.06

Task Manager Signature Date Contract Manager Signature Date

7/7/06

Chief Financial Officer Signature Date

Filename: cssc07025-dmk.doc

Form 28 06/06

AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease (**"Lease"**), dated for reference purposes only July 12, 2006, is made by and between MBP, LLC and Factine, L.P. as tenants in common ("Lessor") and San Bernardino Associated Governments ("Lessee"), (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 2700 N. Little Mountain Drive, located in the City of San Bernardino, County of San Bernardino, State of California, with zip code 92405, as outlined on Exhibit A attached hereto (**"Premises"**) and generally described as (describe briefly the nature of the Premises): approximately 1,909 gross square feet commonly known as Building B, Suite 104.

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**")and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the " **Project.**" (See also Paragraph 2)

1.2(b) **Parking:** 5 unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** 2 years and 0 months (**"Original Term"**) commencing October 1, 2006 (**"Commencement Date"**) and ending September 30, 2008 (**"Expiration Date"**). (See also Paragraph 3)

1.4 **Early Possession:** See Addendum (**"Early Possession Date"**). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $ 2,386.25 per month (**"Base Rent"**), payable on the 1st day of each month commencing October 1, 2006. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 **Lessee's Share of Common Area Operating Expenses:** two point two percent (2.2 %) (**"Lessee's Share"**).

Lessee's Share has been calculated by dividing the approximate square footage of the Premises by the approximate square footage of the Project. In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $ 2,386.25 for the period one calendar month

(b) **Common Area Operating Expenses:** $ 0.00 for the period NA

(c) **Security Deposit:** $ 2,386.25 (**"Security Deposit"**). (See also Paragraph 5)

(d) **Other:** $ 0.00 for

(e) **Total Due Upon Execution of this Lease:** $ 4,772.25

1.8 **Agreed Use:** only office use commonly associated with the management and administration of transporation infastructure construction and maintenance. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the **"Insuring Party"**. (See also Paragraph 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15)

(a) **Representation:** The following real estate brokers (the **"Brokers"**) and brokerage relationships exist in this transaction (check applicable boxes):

☐ None. represents Lessor exclusively (**"Lessor's Broker"**);

☐ None. represents Lessee exclusively (**"Lessee's Broker"**); or

☐ None. represents both Lessor and Lessee (**"Dual Agency"**).

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of 0 or NA % of the total Base Rent for the brokerage services rendered by the Brokers).

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by None. (**"Guarantor"**). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 1 through 7;

☑ a site plan depicting the Premises;

☑ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

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☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____

2. **Premises.**

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease** .

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building (" **Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs (" **Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (" **HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date (**"Applicable Requirements"**). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the obligation to pay for the portion of such costs reasonably attributable to the Premises pursuant to the formula set out in Paragraph 7.1(d); provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."**

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Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit orallow any vehicles that belongto or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lesseepermits orallows any of theprohibited activities describedin this Paragraph2.6, thenLessor shallhave the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areasfor maintenance purposes so long as reasonable access tothe Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areaswhile engaged in making additional improvements, repairsor alterations to the Project, or any portion thereof; and

(f) To doand performsuch otheracts andmake such other changesin, toor withrespect tothe Common Areas andProject as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term**.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession as agreed, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of the delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. Except as otherwise provided, if possession is not tendered to Lessee by the Start Date and Lessee does not terminate this Lease, as aforesaid, any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession of the Premises is not delivered within 4 months after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent**.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's prorata Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease after the calendar year in which the Lease is executed the increase in such expense over those expenses for the calendar year in which the Lease was executed, in accordance with the following provisions:

(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

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(i) The operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) Trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) Any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses incurred during the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Except as provided in paragraph 4.2(a)(viii), Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.4(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, ~~or any other legal use which is reasonably comparable thereto~~, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or

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electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense,comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors

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that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

~~(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, (iii) clarifiers, and (iv) any other equipment, if reasonably required by Lessor. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.~~

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action,

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Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity**.

8.1 **Payment of Premium Increases**.

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), (**"Required Insurance"**), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the parties insert a dollar amount in Paragraph 1.9, such amount shall be considered the **"Base Premium."** The Base Premium shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor ~~shall~~ may obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $1,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

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8.4 **Lessee's Property; Business Interruption Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction**.

9.1 **Definitions**.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible

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and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, at Lessor's option this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

9.8 **Waive Statutes**. Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

10. **Real Property Taxes**.

10.1 **Definitions**.

(a) **"Real Property Taxes."** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph

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10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services**. ~~Lessee~~ Lessor shall pay for all water, gas, heat, light, power, ~~telephone,~~ trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting**.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a diminimus portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

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(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies**.

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

(c) The commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover

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in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest (" **Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of Lessee's Reserved Parking Spaces, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

~~15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule of the Brokers in effect at the time of the execution of this Lease.~~

~~15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

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15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Except as provided in Paragraph 15, upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word **" days"** as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Lessor or Lessee under this Lease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

23. **Notices**.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers**. No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship**.

(a) When entering into a discussion with a realestate agent regarding a realestate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A

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duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover**. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance**.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Devise to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of

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Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association,.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shallhave no right to exercise an Option: (i) during the period commencing withthe giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time withinwhich an Option may be exercised shall not be extended or enlarged by reason of Lessee's inabilityto exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstandingLessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations**. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest**. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority.; Multiple Parties; Execution**.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this

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Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If thisLease is executedby more than one person or entity as "Lessee", eachsuch personor entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed anoriginal and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT**.

48. **Mediation and Arbitration of Disputes**. An Addendum requiring the Mediation and/or the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. **Americans with Disabilities Act**. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICEOF COUNSELAS TOTHE LEGALAND TAXCONSEQUENCES OFTHIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Playa Del Rey, California	Executed: San Bernardino, CA
On: July 12, 2006	On: July 12, 2006
By LESSOR:	**By LESSEE:**
MBP, LLC and Factine, L.P. as Tenants in Common	San Bernardino Associated Governments
By:	By:
Name Printed: Greg Cullen	Name Printed:
Title: General Manger, MBP, LLC	Title:
By:	By:
Name Printed: Ronald Franco	Name Printed:
Title: President, Vested Management, General Partner, Factine, L.P.	Title:
Address: MBP, LLC: 6641 Esplanade, Playa Del Rey, CA 90293 Factine, L.P.: PO Box 5287, Culver City, CA, 90231	Address: 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Telephone:(310) 745-1983	Telephone:(909) 875-6029
Facsimile:(310) 745-1984	Facsimile:(909) 885-4407
Federal ID No. MBP, LLC: 95-4868264	Federal ID No.

INITIALS INITIALS

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BROKER:	BROKER:
None.	None.
Att:	Att:
Title:	Title:
Address:	Address:
Telephone:(____)	Telephone: (____)
Facsimile:(____)	Facsimile:(____)
Federal ID No.	Federal ID No.

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ADDENDUM
TO
SAN BERNARDINO ASSOCIATED GOVERNMENTS LEASE AGREEMENT
SUITE B-104

1. Base Rent: The first year Base Rent shall be $1.25 per square foot for the first 12-month period ("Year 1"). The Base Rent shall increase in the second year ("Year 2") by a percentage amount equivalent to the average trailing twelve month Urban Consumer Price Index (the "CPI Charge") as reported by the Bureau of Labor Statistics.

2. Any Tenant Improvement Allowances contained in this Lease are conditioned on the Lessee not breaching or defaulting any of the terms of the Lease. The Tenant Improvement Allowances shall be retroactively terminated and the Lessee shall be liable to Lessor for all Tenant Improvement Allowances and costs, leasing commissions and other costs associated with the Lease incurred by Lessor.

3. Tenant Improvement Allowances: As an Inducement Provision for Lessee to lease the Premises pursuant to the terms of this Lease Agreement, the Lessor shall provide the following Tenant Improvements:
(i) new carpet (26 oz, web backed) and baseboard - neutral colors to be selected by Lessee subject to Lessor approval:
(ii) patch holes and walls and paint to match existing color;
(iii) vertical blinds per building A-110 standard;
(iv) refinish doors to match Suite B-101;
(v) check and repair any non-operating lights, outlets and switches.

4. Early Move In Date: Lessee and Lessor to mutually agree on early move in date prior to Commencement Date. Lessee acknowledges that upon such early move in, the Premises' Tenant Improvements may not be complete. Lessor shall be granted full access to continue work until such Improvements are completed and approved by the duly governing agencies as may be required. The rental rate during the early move in period shall be $1.25 per square foot, full service gross, and shall be based on the gross square footage occupied by Lessee.

5. Heating and Air Conditioning: Heating and air conditioning ("HVAC") will be provided by lessor to the Premises from 7:00 AM to 5:00 PM Monday through Friday and Saturday 9:00 AM to 1:00 PM (hereinafter "Regular Business Hours"). Heating shall be set to a maximum of 68 degrees Fahrenheit. Cooling shall be set to a minimum of 74 degrees Fahrenheit. Any additional use of the HVAC by lessee after Regular Business Hours shall be required in writing by Lessee to Lessor in at least 48-hours in advance. The rate for such after Regular Business Hours use for the first calendar year shall be $15.00 for every 2 hours of use, with a 2-hour minimum. The rate is subject to stop loss provisions set forth in Lease Paragraph 4.2. Lessee agrees to pay Lessor for all additional utility charges resulting from using HVAC system after Regular Business Hours. Lessor will prepare a written invoice for the extra charges and Lessee agrees to pay Lessor within seven (7) business days after receipt of said invoice.

6. Insurance: Lessee must provide proof of General Liability Insurance naming MBP, LLC and Factine, L.P. as Tenants in Common as "Additional Insured" in the amounts set forth in Lease Paragraph 8.2 before occupancy will be granted to the Premises. In the event that General Liability Insurance is not provided by the sooner of the Early Move In Date or Commencement Date of the Lease, Lessee access will not be permitted to the Premises until such insurance is provided.

7. Lessee Improvements: Any Lessee Improvements to the Premises shall be at the Lessee's expense and subject to the Lessor's written approval. Improvements that modify the existing floor space with additional partitioning or with new walls may adversely affect the current fire sprinkler system, heating and air conditioning system and electrical system. If the any of said systems require modification, Lessee shall be responsible for payment of such modifications as well as obtaining any duly governing authority approvals.
Initials:

Lessee: _____ Lessor: _____

_____ _____

_____ _____
INITIALS INITIALS

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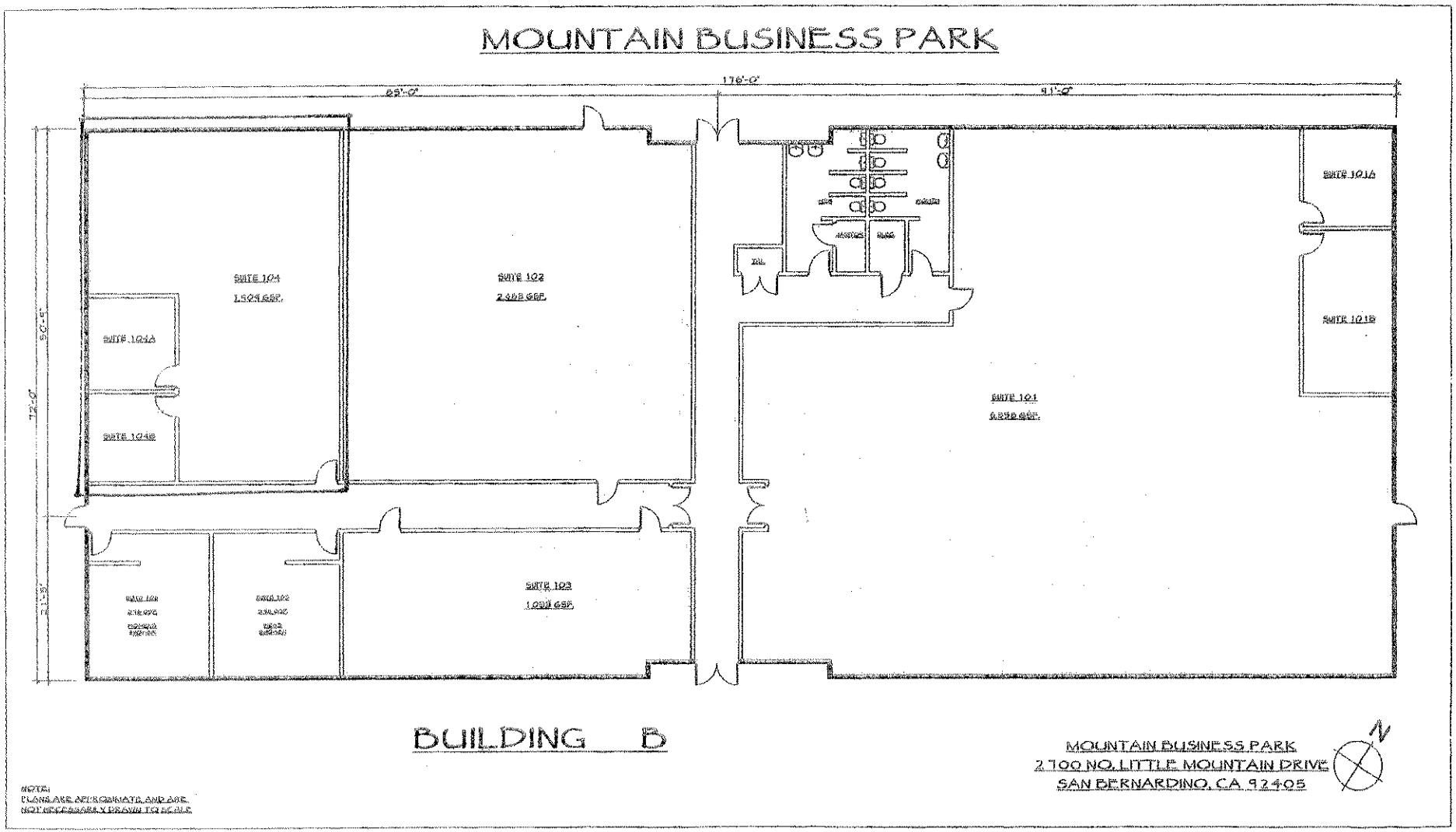
EXHIBIT A

PREMISES

SANBAG LEASE B104



NOTE:
PLANS ARE APPROXIMATE AND ARE NOT NECESSARILY DRAWN TO SCALE

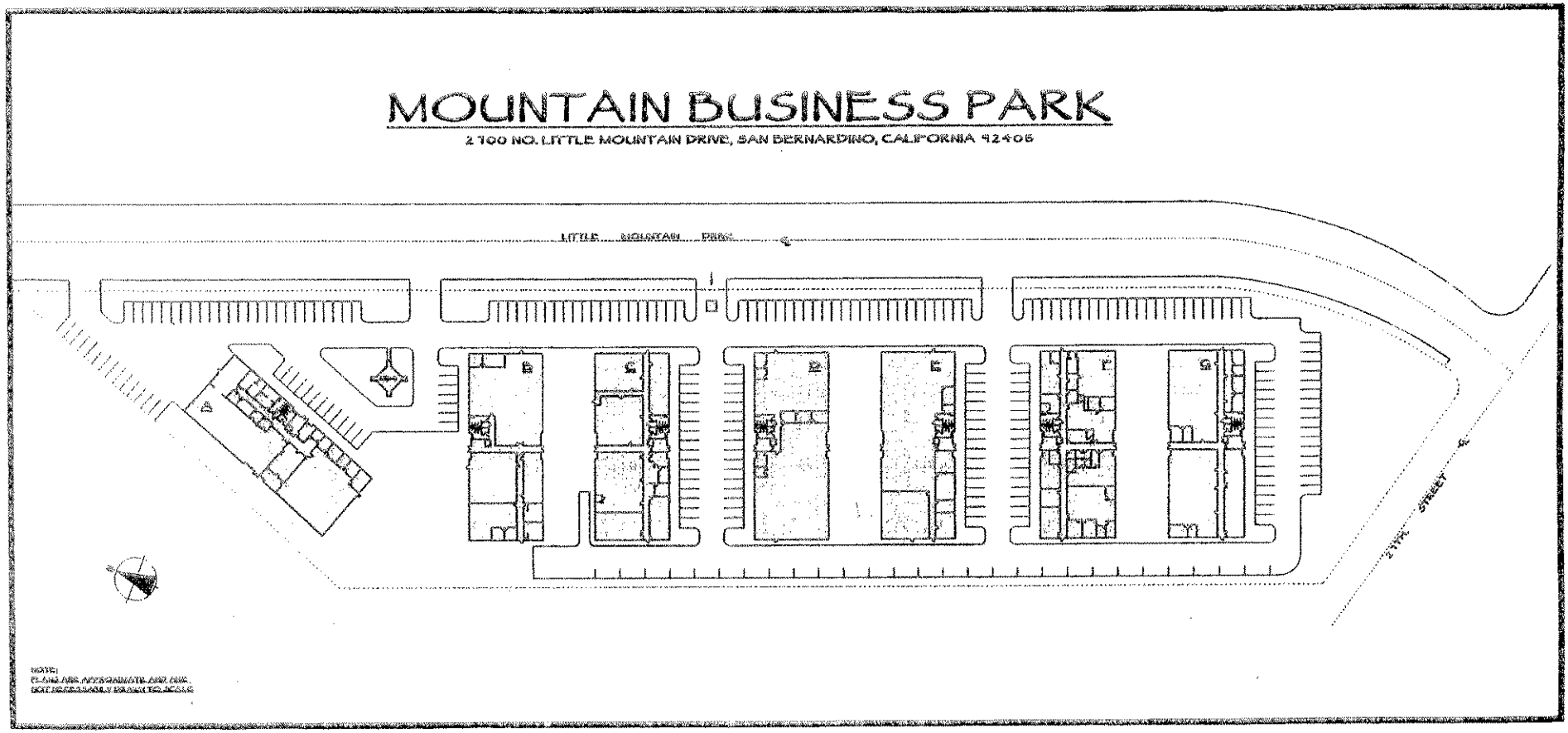
LESSOR INITIALS: _____

LESSEE INITIALS: _____

EXHIBIT B

PROJECT

SANBAG LEASE B104



LESSOR INITIALS: ____

LEASEE INITIALS: ____

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: 6

Date: August 2, 2006

Subject: Measure I 2010-2040 Major Freeway Project – Project Development Advancement

Recommendation:* Authorize staff to develop necessary legal/finance instruments to use current Measure I funds to "finance" project development activities for two Measure I 2010-2040 Major Freeway Projects, the Devore Interchange Project and the Interstate 10 High Occupancy Lane (HOV) project, to be repaid from Measure I 2010-2040 revenues.

Background: In November 2004, San Bernardino County voters overwhelmingly supported with an 80.02% vote the extension of Measure I, the County's ½ cent sales tax for transportation. While the new measure revenues will not start to flow until April 2010, there is now certainty that SANBAG, acting as the County Transportation Authority, will have a revenue stream to fund major transportation improvements over the next several decades.

In late 2005, the Board received the Interstate 15 Comprehensive Corridor Study. The Study was undertaken in order to address current and forecasted future travel needs along the I-15 corridor between the State Route 60 interchange and the Mojave River Crossing in Victorville. One of the areas of focus for the Study was the Interstate 15/Interstate 215 Devore Interchange which has become a notorious bottleneck creating substantial congestion on Interstate 15. In the Board's action receiving the Study, the Board emphasized the need to initiate project development activities for this project. SANBAG anticipates requesting that Caltrans agree that the appropriate project development document for this project is a Project Report/Project Study Report (PR/PSR) and an environmental document.

*

Approved
Board of Directors

Date: *August 2, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

In early Fiscal Year 2006/07 Caltrans is expected to approve a Project Study Report (PSR) for the Interstate 10 HOV lane addition project and various operational improvements between the current terminus of the I-10 HOV lane at Haven Avenue in Ontario to Ford Street in the city of Redlands. The next phase in the project development process is the development of a Project Report and an environmental document. In the Board's action adopting the 2006/07 Budget, this Task was added to initiate project development activities for the I-10 HOV Lane Addition Project. While Caltrans has led the effort for the PSR, SANBAG will assume the next project development phases including the Project Report and environmental document.

The Board has given clear direction to staff of the need to explore funding/financing options that would allow these two projects to continue project development activities in advance of Measure I 2010-2040 revenues being available. It is anticipated that no more than $2 million per year over the next 3-4 years would be necessary to fund consultant services for the next phases of work for both the Devore Interchange Project and the I-10 HOV project. Upon completion of the project development activities for these projects, both projects would be ideal candidates for "design-build" procurement should state law change to allow for this procurement method.

RECOMMENDED OPTION

While staff has researched a variety of options for funding these activities, it has become apparent that the simplest and least costly option is to use current Measure I Major Projects fund balances to finance the project development work for the two projects. SANBAG's cashflow model indicates that adequate funds are available over the next several years to "loan" to projects included in Measure I 2010-2040. In 2010, when the new Measure I revenues are available, the new Measure would repay the Valley Major Projects Fund Balance to ensure adequate funding to complete the current Measure I ongoing construction program which will include completion of the I-215 widening through San Bernardino and the I-10 Westbound Lane addition through Yucaipa and Redlands.

There is an element of risk with this option as it is based on a cashflow model that assumes expenditures consistent with the current Engineer's Estimates for the remaining major freeway construction projects. If the industry experiences another significant spike in materials/construction costs, there is the potential that the $6-8 million used to the advance the project development activities might be needed to fund the current construction program. Staff is of the opinion that in the unlikely event that this scenario occurs, other short-term financing mechanisms could be used to ensure that there is no impact on SANBAG's ongoing construction program.

Staff researched several other options but due primarily to the extra cost component associated with both traditional and non-traditional financing

strategies, staff concluded that the "inter-Measure" loan concept was most advantageous. Other options considered included:

1. SANBAG was approached a year or so ago by one of the large national engineering firms with an unsolicited proposal to, using existing company capital, front the cost of project development activities for projects in the new measure. In 2010, when new Measure I revenues were available, the company would be repaid with interest. SANBAG explored this concept with 8-10 of other large and medium size engineering firms and all but one indicated an interest in such a concept. Interest costs were the primary reason for no proceeding with this option.
2. A second option considered but quickly dismissed was a more traditional financing mechanism known as "commercial paper." Commercial Paper typically is a financing tool when there is a need for a minimum of $75-100 million. Given the need for only $6-8 million over the next 3 or so years, commercial paper was not a viable option.
3. Staff also researched the potential of a simple loan concept with a local lender. While this approach certainly makes more sense than the commercial paper alternative given the need for "only" $2-3 million a year, again, interest adds an extra cost component making this option less desirable than the staff recommendation.

Financial Impact: The financial impact of the staff recommendation is minimal as adequate Measure Valley Major Projects fund balances appear to be available to fund the advancement of these project development activities. The only substantive impact identified is that of lost investment earnings from funds that otherwise would have remained in the Valley Major Projects fund balance.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on July 13, 2006 and by the Mountain/Desert Committee on July 21, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

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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: August 2, 2006

Subject: Request for Proposal (RFP) to Prepare a Public Transit-Human Service Transportation Coordination Plan for San Bernardino County

Recommendation:* Authorize the Release of RFP C07027 – Public Transit-Human Services Transportation Coordination Plan for San Bernardino County.

Background: The Safe, Accountable, Flexible, Efficient Transportation Equity Act – *A Legacy for Users* (SAFETEA-LU) made several changes, including establishing a new funding program, in how the Federal Transit Administration (FTA) expects projects to be selected for award. The changes involve three funding programs; Section 5310 (Elderly Individuals and Individuals with Disabilities), Section 5316 (Jobs Access and Reverse Commute) and the new funding program, Section 5317 (New Freedom).

Section 5310 (Elderly Individuals and Individuals with Disabilities) provides capital assistance for the purchase of vehicles and associated equipment by non-profit agencies for the provision of transportation service to elderly individuals and individuals with disabilities for whom mass transportation services are unavailable, insufficient or inappropriate. Under certain circumstances, public agencies may receive these funds where it is determined that there are no non-profit organizations readily available to provide the specialized service. The Section 5310 funds are apportioned to the State of California which conducts an annual competitive application process through the Department of Transportation and project awards are granted by the California Transportation Commission.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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The Section 5316 (Job Access and Reverse Commute) and 5317 (New Freedom) funds are apportioned as follows: 60% to large urban areas (over 200,000 population), 20% to small urban areas (between 50,000 and 200,000 population) and 20% to rural areas (less than 50,000 population). Section 5316 or JARC funds, as noted above, are now apportioned by formula and must be used for projects that are related to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment. Section 5317 or New Freedom is a new program whose funds must be used on projects for new and/or existing public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990.

Under the proposed guidance of FTA, beginning with the Federal Fiscal Year 2007 all projects seeking funds from Sections 5310, 5316 and 5317 must be derived from a locally developed public transit-human services transportation coordination plan. It is the intent of Congress and FTA that, to the extent possible, these funds should be used to leverage non-DOT federal, state and local revenues. Therefore, it will be imperative that the study include representatives from local agencies and organizations that receive federal funding from the 64 Federal programs sponsored by eight Federal departments where some type of transportation service is an allowable use. The eight Federal programs are the: Department of Agriculture, Department of Education, Department of Interior, Department of Health and Human Services, Department of Housing and Urban Development, Department of Labor, Department of Veterans Affairs and the Department of Transportation.

The scope of work contained in the RFP is structured in a way so that the study will identify perceived barriers to coordination, any duplication of transportation services, and any gaps in the provision of transportation to the targeted groups. Due to the differences in how the Section 5310, 5316 and 5317 are apportioned and therefore competed for, the scope of work acknowledges the unique geographic differences of San Bernardino County by requiring that the plan identify public transit-human services transportation coordination efforts and projects by the six subareas used for the Measure I program.

Financial Impact: This item is consistent with the adopted budget. Funding for the development of the RFP and ultimately the award of a contract is contained in Task 31907000-Social Service Transportation Plan. The funding source is LTF – Planning.

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Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on July 19, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

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SAN BERNARDINO ASSOCIATED GOVERNMENTS
SANBAG

SAN BERNARDINO ASSOCIATED GOVERNMENTS

REQUEST FOR PROPOSALS
RFPC07027

PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION COORDINATION PLAN FOR SAN BERNARDINO COUNTY

Proposals Due: 4:00 p.m., September 8, 2006

REQUEST FOR PROPOSALS C07027

PUBLIC TRANIST-HUMAN SERVICES TRANSPORTATION COORDINATION PLAN FOR SAN BERNARDINO COUNTY

A. BACKGROUND

The Safe, Accountable, Flexible, Efficient Transportation Equity Act – *A Legacy for Users* (SAFETEA-LU) requires that projects receiving funds from either Section 5310 (Elderly Individuals and Individuals with Disabilities), Section 5316 (Job Access and Reverse Commute), and Section 5317 (New Freedom) be derived from a public transit-human service transportation coordination plan beginning in FFY 2007.

Section 5310 provides capital assistance for the purchase of vehicles and associated equipment by non-profit agencies for the provision of transportation to elderly individual and individuals with disabilities for whom mass transportation services are unavailable, insufficient or inappropriate. Under certain circumstances public agencies may receive these funds where it is demonstrated that there are no non-profit organizations readily available to provide the specialized service. The Section 5310 is apportioned to the State of California which conducts an annual competitive application process through the Department of Transportation and project awards are granted by the California Transportation Commission.

The Section 5316 and 5317 are apportioned as follows: 60% to large urban areas (over 200,000 population), 20% to small urban areas (between 50,000 and 200,000) and 20% to rural areas (less that 50,000 population). Section 5316 funds must be used for projects that relate to the development and maintenance of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and activities related to their employment. Section 5317 must be used for projects for new and/or existing public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990.

The San Bernardino Associated Governments is seeking consultant assistance for the development of a public transit-human service coordination plan for San Bernardino County. The coordination plan must be developed in a manner that allows for projects to be selected based on the how these three program funds will be made available as well as give consideration to the very unique areas that comprise a County of 20,000 square miles and a population of 1.99 million. The plan must address public transit-human services transportation coordination within each of the six subareas described below and shown in Appendix A.

The San Bernardino Valley is bordered by the Los Angeles, Orange and Riverside Counties on the west and south and the San Gabriel and San Bernardino Mountains to the north and east and is comprised of approximately 480 square miles and a population of nearly 1.5 million. Within the San Bernardino Valley the western communities of Chino Hills, Chino, Ontario, Montclair, Upland and Rancho Cucamonga are part of the greater Los Angeles/Long Beach/Santa Ana Urbanized Area. The eastern communities of Fontana, Rialto, San Bernardino, Colton, Grand Terrace, Highland, Loma Linda, Redlands and Yucaipa are part

of the Riverside/San Bernardino Urbanized Area. Approximately $3.76 million and $1.48 million Sections 5316 and 5317 respectively are expected to be made available to the San Bernardino Valley from FFY 2006 through FFY 2009.

The Victor Valley with a population of nearly 335,000 is comprised of both a large urban area and a rural area. The urbanized area general consists of the Town of Apple Valley and the Cities of Hesperia and Victorville and a small portion of Adelanto. The Victor Valley is expected to receive apportionments of $571,000 and $240,000 from Sections 5316 and 5317 respectively from FFY 2006 through FFY 2009.

The balance of the County is divided into following four subareas: Mountains (City of Big Bear Lake and unincorporated communities of Big Bear City, Crestline, Lake Arrowhead and Running Springs) with a population of 52,700; North Desert (City of Barstow and unincorporated communities of Hinkley, Yermo, Daggett, Baker and Trona) with a population of 58,800; Colorado River (City of Needles and unincorporated communities of Lake Havasu and Big River) with a population of 8,100); and the Morongo Basin (Town of Yucca Valley, City of Twentynine Palms and the unincorporated communities of Joshua Tree and Landers) with a population of 73,200. These rural areas along with the rural portion of the Victor Valley will be eligible to submit projects for Sections 5316 and 5317 to the State through the Department of Transportation. It is estimated that the statewide apportionments of Section 5316 and 5317 for rural communities will be $6.1 million and $3.0 million respectively from FFY 2006 through FFY 2006.

Since the State currently administers the Section 5310 program, all areas of the County will be eligible to compete for the estimated $51.1 million that is expected to be apportioned to California from FFY 2006 through FFY 2009.

The public transit-human services transportation plan must also take into consideration the various State and Federal funding sources that support human services transportation. Recent efforts at the federal level have documented 64 Federal programs, sponsored by nine Federal departments, where some type of transportation services is an allowable use of funds.[1]

Coordination of public transit and human services transportation services has long been a topic of discussion at Federal and state levels, as well as within San Bernardino County. Coordinating public transit and human services transportation is seen as way of maximizing the scarce resources available for such service and providing individuals with the particular transportation that they require for getting to work, needed programs or health services. Coordination has been formally defined as:

> *"a process through which representatives of different agencies and client groups work together to achieve any one or all of the following goals: more cost-effective service delivery; increased capacity to serve unmet needs; improved quality of service; and services which are more easily understood and accessed by riders."*[2]

---

[1] United We Ride Coordinating Human Service Transportation, Transit ITS Deployment Tracking Progress Report and Preliminary Agency Responses, 2004.

[2] Planning Guidelines for Coordinated State and Local Transportation Services, Federal Transit Administration, December 2000, p. ii.

At the Federal level, the history of formal coordination dialogue began in the late 1970's, rejuvenated in the late 1990's with the formation of the *Interagency Transportation Coordinating Council on Access and Mobility* (CCAM). This established a setting for dialogue with a coalition of the US Departments of Transportation, Health & Human Services, Education, Agriculture, Labor and others.

The 2005 reauthorization of Federal transportation funding under SAFETEA-LU, reflects renewed attention to coordination, specifically in three programs: the Elderly Individuals and Individuals with Disabilities (Section 5310), Jobs Access and Reverse Commute (Section 5316) and the New Freedoms Initiative (Section 5317). Local and regional jurisdictions will be required to develop coordination plans in order to secure access to these, and potentially other, funds. Developing a public transit-human services coordination plan for San Bernardino County's future is the focus of this effort.

B. LOCAL CONDITIONS

1. Approach To Coordination In San Bernardino County

The coordination of public transit and human services transportation in San Bernardino County has focused on several areas since 1990 when a major coordination study was conducted to examine the opportunities and challenges that were unique to the County at that time. That study identified three goals which have formed the basis for transportation coordination initiatives since then, specifically:

- To develop an interacting network of public transit and human services transportation services among the six subareas of the County.
- To develop and implement programs of cooperation, coordination, consolidation and brokerage of functions useful to the transportation services of social service agencies.
- To assist the public operators in responding to the mandates of the Americans with Disabilities Act through establishment of appropriate county-wide policy and the provision of selected countywide participating opportunities in the planning process.

Among the regional and countywide responses to these goals have been the following:

- ***Directory*** -- the annual publication of a public transit-human services transportation directory to enable agencies to identify one another, to support coordination, and to have annually updated access information to the public transportation operators around the county.
- ***PASTACC*** – the regular convening of an advisory body of 35 or so regular members who meet for purposes of mutual education about transportation-related issues that impact these funding and operating agencies and, on occasion, to provide comment to SANBAG and to state entities.
- ***ADA Implementation*** – the initial implementation of the Americans with Disabilities Act was guided by service standards developed by PASTACC; subsequent issues over the past fifteen years have been reviewed and coordinated through PASTACC.
- ***Annual coordination of Section 5310 capital grant program and county unmet transit needs public hearings*** -- largely through PASTACC, San Bernardino has provided outreach and support to individuals and agencies to alert them of the

Section 5310 grant opportunities and to ensure public participation in the annual determination of unmet transportation needs that could reasonably be met.

- ***Non-emergency medical transportation*** – a study of statewide planning significance was completed in 2005 for San Bernardino and Riverside Counties, SANBAG was the lead agency and with PASTACC membership on the Project Management Team. This was a significant initiative, and a beginning effort, to promote coordination between health care partners and the public transportation agencies of San Bernardino County.

2. Issues That Confront San Bernardino County

There are features of San Bernardino County that make coordination particularly challenging. These include ***considerable geographic expanses***, with concentrated employment, regional health and social services facilities in the San Bernardino Valley and county residents traveling long distances from elsewhere in the county to these destinations. Its ***development patterns*** are not conducive to public transportation with disbursed, low-density housing of cities in the San Bernardino Valley and the recently urbanized Victor Valley; similar low-density housing in rural Barstow, the mountain communities including Lake Arrowhead and City of Big Bear Lake, and those of the Morongo Basin including Joshua Tree, Town of Yucca Valley and City of Twentynine Palms. This county is typified by ***challenging demographics***, with the Inland Empire population of San Bernardino and Riverside adding 1.78 million persons between now and 2020, reaching 6 million persons. This is more new residents than will be added in all but seven U.S. states during this same time period.[3] Population impacts of ***traffic congestion*** and significant rates of under-employment currently typify some areas of the county. And while employment for this growing population is now largely out-of-county, there area trends suggesting a stronger employment sector within the Inland Empire, creating more professional level jobs.[3]

San Bernardino County's public transportation services are delivered by seven public transit operators, ***Omnitrans*** in the San Bernardino Valley and the ***Victor Valley Transit Authority*** in the high desert, each operating in urbanized areas. Smaller operators provide public transportation in four sub-regions: ***Barstow Area Transit, the Morongo Basin Transit Authority, Mountain Area Transportation Authority*** and ***Needles Area Transit.*** Very small programs in Big River, Lake Havasu and Trona provide some service for these desert towns. ***Metrolink*** provides high-speed passenger rail service into Los Angeles, Riverside and Orange Counties from San Bernardino's Santa Fe Depot. Currently there are three Metrolink lines serving the San Bernardino Valley. Reverse commute service was recently added and is showing steady ridership increases. Regional passenger rail service is a critical link between this county and the greater Los Angeles metropolitan region. The county's public operators will have a continuing and significant future role in any coordination initiatives developed for San Bernardino County.

Recent activities in San Bernardino County are fostering an improved environment for coordination of public transit and human services transportation. These may be possible to build upon, in terms of establishing coordination strategies for the future. These include:

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[3] Inland Empire Quarterly Economic Report, "Inland Empire's Office Market Coming to Life", Vol. 18, No. 1, January 2006.

- The 2003-2004 ***non-emergency medical transportation*** § 5313 planning study that involved partnerships with several of the major health care providers and the county's transportation services. While this study has not yet resulted in significant action within San Bernardino County, the dialogue begun represents a foundational base for future coordination efforts. (Appendix B includes a summary of this study's approach and findings.)
- Various ***health coordination initiatives*** are underway between public health, community hospitals, and significant private sector representatives, potentially affording opportunity to link transportation initiatives to some of these pilot efforts.
- The ***San Bernardino First Five strategic planning efforts*** in the past couple of years involved agency directors in developing comprehensive plans for the distribution of the tobacco revenue settlement funds. Recommendations addressed the need for improved infrastructure and coordination of information among service systems used by children and their families, including transportation.
- A ***coalition of organizations serving homeless persons*** in San Bernardino is moving forward with a one-stop facility where individuals can get access to an array of services at a single location.
- The current sbX planning process for the design and construction of a ***high speed bus service*** in several north-south and east-west San Bernardino Valley corridors has brought together players who have not otherwise considered the mobility issues of San Bernardino residents.
- ***Focused development along transit corridors*** has been underway as a policy of various city and regional planners, encouraging development within defined transit corridors to build densities and trip generators in anticipation of increased transit frequencies.

C. SCOPE OF WORK FOR COORDINATION PLAN

Plan Objectives:

1. To develop a public transit-human services coordination plan to guide the selection of projects for Sections 5310, 5316 and 5317 within and between the six subareas of San Bernardino County for the next 4 years (Fiscal Year 2007/2008 through 2010/2011).
2. To expand stakeholders participation to both a broader group of agencies and a higher level of agency participation.
3. To establish a data collection foundation that builds upon information gathered annually through the public transit-human services transportation inventory and directory publication process.
4. To establish a process that ensures an adopted plan can be implemented using the existing coordination network, represented in-part by PASTACC (redefining it as appropriate) and leveraging funds provided through SAFETEA-LU with other Federal and State human services funds.
5. To provide relevant peer examples of coordination that offer fresh ideas to San Bernardino.

6. To ensure that a proposed plan is consistent with the developing coordination regulatory requirements of SAFETEA-LU.
7. To devise a strategic plan for coordination of public transit and human services transportation: specific elements shall relate to the San Bernardino Valley, the Victor Valley and the four rural subareas of the County, following the flow of transportation and human services dollars to these regions; some countywide elements are envisioned; the overall plan shall be responsive to the particular conditions of San Bernardino County and set forth necessary roles, responsibilities, activities, projects and funding.

Task 1 Establishing a Process to Promote Coordination

The PASTACC [*Public and Specialized Transportation Advisory and Coordination Council*] shall be an initial, but not necessarily exclusive forum for promoting public transit-human services transportation coordination. A methodology for encouraging coordination dialogue, including outreach, shall be developed for the course of the study that meets two purposes:

1. there shall be oversight and guidance provided through the study process by a technical advisory group that shall include members from the proposal selection review process;
2. there shall be effort made to include higher level participation in dialogue about public transit-human services transportation coordination opportunities for San Bernardino, possibly establishing special briefings, high-level workshops or other mechanisms to invite and encourage participation of department heads, agency heads and others who impact the systems issues of San Bernardino County

Where possible, efforts should be made to involve key stakeholders in as many points as reasonable throughout the course of the study. There may be some overlap between this task and Task #4, Focused Public Involvement and Community Outreach.

Product: Technical memo on the coordination process approach.

Task 2 Extending the Inventory of Existing Community Transportation Resources.

We have an extensive and current inventory of community transportation resources, published annually as a directory of both providers and non-providers and includes non-profit, public and for profit entities. Both groups of agencies are the focus of this task: those "providing transportation" and those "serving clients with transportation needs but not providing transportation". Historical AB 120 Social Service inventory data exists for many of the agencies listed in San Bernardino County's Public and Specialized Transportation Directory. Appendix C includes the current survey form used to update directory listings. The **2005/2006 San Bernardino County Directory of Public and Specialized Transportation**, includes 321 organizations, of which 148 agencies are providing, contracting or subsidizing transportation and of which 82 agencies are directly operating approximately 400 vehicles. The county's six local public transit programs operated about 425 vehicles collectively.

Available inventory information should be reviewed with a methodology developed to address the questions enumerated below. The full inventory database will be provided to the successful

consultant. Site visits should be planned for the seven public transit operators and the larger human services transportation providers that are not attached to or connected with the county's public transportation network. For-profit commercial transportation operators, including MediCal providers, shall be included in this inventory process to the extent that these are identified and existing service provision information confirmed. But the focus of this task should be predominately on both the existing public transit systems and the public or private, non-profit agencies providing community-level human services transportation.

2.1 Organizational Issues. Specifically what funding sources are currently supporting transportation within San Bernardino County other than dedicated federal and state transportation dollars? By County subarea: Which organizations are currently providing transportation? Which organizations have an interest and willingness to continue or to broaden their transportation function? Which organizations serve clientele who require the largest numbers of human services transportation trips and users? Which of these organizations are the major stakeholders in public transit and human services transportation? With respect to costs, how are organizations budgeting and funding their services and how effectively are transportation providers capturing or identifying their full costs of providing service?

2.2 Consumer Needs. Questions about the consumers should be addressed, including at minimum, the following by County subarea: What human services transportation needs exist and how can these be categorized in terms of trip purpose, trip length and frequency? What areas of unmet transportation need exist and can be anticipated? What types of special requirements exist so that these trips cannot be made on the existing public transportation network of scheduled fixed-route and rail service within San Bernardino County? To the greatest extent possible, needs should be quantified. Needs should be identified by the subareas of San Bernardino County: San Bernardino Valley, the mountains (Lake Arrowhead to City of Big Bear Lake), Victor Valley, the high desert from Barstow to Needles, and the Morongo Basin (Joshua Tree, Yucca Valley and Twenty-nine Palms).

2.3 State and Federal Funding Streams into San Bernardino County Of the 64 identified Federal level funding streams for which transportation is an allowable expense, identify those utilized in San Bernardino County, and, of those, which may or may not be supporting human services transportation? Which organizations are included or should be added to the inventory? The emphasis on this subtask should be on the larger, more readily identifiable Federal and State funding sources that may be used for human services transportation. This subtask's purpose is not to track every single last one of the 64 programs identified, but to establish the State and Federal human services transportation funding coming into San Bernardino County that can be leveraged with SAFETEA-LU funding (Sections 5310, 5316 and 5317).

2.4 GIS Mapping Activity To the extent possible inventory data shall be presented in GIS formats, to assist with the public transit-human services transportation coordination planning process. Data may be presented for sub-groups or single agencies or selected areas, depending upon what data is obtained and what GIS applications will present the available information. The purpose of this subtask shall be to develop examples specific to San Bernardino County that show the power of geographic information mapping in informing stakeholders about public transit-human services transportation coordination planning issues.

Products: Extended inventory with analysis of inventory, consumer needs and human services transportation funding findings countywide and by subarea, including GIS maps of relevant information.

Task 3 Demographics and Demand

Recognizing that increasing population is one of this County's significant characteristics, various demographic analyses shall be conducted.

3.1 Census Analysis An analysis of 2000 census data shall be prepared by sub area, and by community within sub area, focused on various measures reflective of transit dependency, including age distribution (percentages in various senior categories), vehicle ownership, income levels, ethnicity, single households with children or over 65, percentage with disabilities, population density and any other variables of potential value. This information shall be used in developing strategies by sub-area. Presentation of selected variables in GIS format is desirable.

3.2 Public Transit and Human Services Transportation Demand. A demand projection shall be developed to anticipate public transit and human services transportation demand in each subarea for the next four years. Demand estimates include information about the trend in the current number of public transit trips provided (ACCESS and other demand response services), trips made by human services organizations, and any gaps between current and future public transit-human services trip need. Demand by County subarea should be presented both in terms of raw trip estimates and trips per capita.

Products: A summary of census variables predictive of specialized transit need by subarea; a demand estimation for public transit and human services transportation demand for a four year period; and identification of existing or future service gaps.

Task 4 Identify Coordination Models from Around the Country Applicable to San Bernardino County

Models of public transit and human services transportation coordination activities and coordination structures from elsewhere should be identified. Information about best practices or coordination models should be selected with the realities of San Bernardino County experience in mind. Part of the dilemma that San Bernardino County faces is its considerable size, with the mix of substantial desert, isolated communities and the two urbanized areas with fast-growing populations. The rationale for selecting specific models should be described. Information about selected models should include, but not be limited to, identifying the objective of the program or activity described, identifying the measures of success used in that environment, identifying those variables that appeared to enable the system or organization to succeed. Models selected should focus in two areas:

1) organizational structures that could be considered for the County subareas;

2) specific coordination functions that address needs identified in the County subareas.

SANBAG staff will review and concur on selected models for inclusion in the study. Topics addressed by the models may include, but should not be limited by:

- coordination in similarly sized or expansive rural/ urban areas
- brokerage or mobility-management models appropriate to the County subareas
- use of alternative service models to maximize the resources of public transit and human services transportation providers within and between the County subareas
- expanding the role of volunteers
- trip specific models related to non-emergency medical transportation or adult day care/ adult day health care
- technology applications
- information service applications

Benefits and any outcome measure information of these models or functions should be identified. Costs, weaknesses and special requirements should also be identified.

This product of this task has value as a stand-alone element to be shared with stakeholders to promote and educate persons, helping them see the possibilities and benefits of coordinating public transit and human services transportation.

Product: Report of coordination models depicting structures and functions relevant to each of the County subareas.

Task 5 Focused Public Involvement and Community Outreach

This task is to bring qualitative information that extends and deepens the findings of the inventory process through a focused public outreach effort. It should also be constructed in such a way that it helps to build a network of contacts and agency personnel with related concerns about public transit and human services transportation. The consultant should utilize, as appropriate, the tools set forth in the *Coordination Framework for Action* and planning guidelines of the United We Ride initiatives.

5.1 Agency Head and Opinion Leader Outreach San Bernardino County's First Five dialogue of 2003/2004 established a model for inviting and sustaining the participation of high level persons, including executive directors, agency heads and county department level directors. The consultant team is asked to develop strategies and methods by which to encourage highest level participation in dialogue and discussion by which to identify public transit and human services transportation coordination issues and needs in San Bernardino County. Such outreach shall include public transit providers; private transportation providers, including taxi services and intercity bus operators; humans service agencies funding or supporting transportation programs for targeted populations; and other government agencies that administer health, employment, or other support programs for targeted populations; non-profit organization that serve the targeted populations for transportation services; advocacy organizations working on behalf of targeted populations; security and emergency management agencies; any other appropriate state or local officials; tribes and tribal representatives; representatives of the business community; community-based organizations; economic development agencies; and elected officials.

5.2 Consumer Representation Selected focus group activity should be designed to gather groups that reflect particular market niches for public transit and human services transportation. These shall include, but not be limited to: ***low income persons*** including such groups as single women with children, seniors or the medically indigent

who arrive at emergency rooms for health care; ***individuals with disabilities***, including those who are working or attending school, those who are isolated or shut-in; ***elderly individuals***, including those who live alone, can no longer drive, or are caretaking an aging spouse; ***chronically ill persons*** such as those on dialysis or frail elderly individuals who are living at home.

Focus group discussions can be with consumers directly, or with persons who represent them, such as family members, or those who work with the targeted consumer groups, such as social workers or emergency room workers. The methodology for developing focus group participation should be described, as well as any requirements of the PASTACC membership in assisting the consultant team.

5.3 Public Workshops When the draft report is available, the consultant shall conduct public workshops in the West San Bernardino Valley, East San Bernardino Valley, the Victor Valley and in the four rural subareas (a minimum of seven workshops). The consultant shall work with PASTACC staff to develop the invitation and identify workshop invitees. PASTACC staff can be responsible for the invitation process with the consultant responsible for the design and conduct of the workshops. Participation by SANBAG staff, PASTACC staff and/or PASTACC membership at the workshops is expected.

Products: Stakeholders listing, Report of findings from outreach efforts.

Task 6 Identify and Address Barriers, Duplication of Services and Service Gaps

Draw from the inventory and outreach efforts: the types of issues or problems that constitute barriers to public transit and human service transportation coordination in the six County subareas; identify if any duplication of service exists; and to characterize the gaps in the provision of transportation service.

- ***Barriers*** should encompass both those experienced by individual agencies that keep them from providing their own transportation or working in concert with others to meet mobility needs, but also should identify inter-organizational issues for San Bernardino County agencies that impede progress on public transit and humans services transportation coordination. Identify methods for removing or minimizing perceived and/or real barriers to coordination.
- ***Duplication of service*** may include identifying multiple carriers (both for profit and not-for-profit) that are making similar trips and could conceivably be coordinated in some fashion or arrangements made for service provision in a shared cost manner – for example, specialized transit trips from the Victor Valley or from the mountains region to the medical facilities in the San Bernardino Valley are most problematic. If limited duplication can be identified, this too should be described. Identify coordination actions to eliminate or reduce any duplication of services found.
- ***Service gaps*** should be identified and this can be done geographically, temporally, in terms of types of passenger assistance required and another other means that best describes identified gaps, if in fact these exist. Develop strategies to address identified gaps.

Product: Report on identification and recommended solutions to barriers, service duplication and service gaps.

Task 7 Funding

The consultant shall describe existing and future funding sources, of the greatest breadth possible, for funding future coordination activities for San Bernardino County. Requirements to secure targeted funding shall be identified.

Federal Funding Financial resources to support existing or future coordination of public transit and human services transportation shall be documented. At the time of this writing, while funding marks are generally known for the San Bernardino County regions under SAFTEA-LU programs of New Freedom (§ 5316) and Jobs Access and Reverse Commute (§ 5317), the regulatory guidance for these funds has not yet been completed. Clearly this plan should be constructed to enable San Bernardino County maximize its use of SAFETEA-LU funding directed at supporting public transit and human services transportation coordination.

State Funding California's Transportation Development Act Article 4.5 can be used to support CTSA functions (*consolidated transportation services agency*) functions and is potentially available in some if not all of the County subareas. There are other new and/ or continuing funding initiatives at the state level with relevance to human services transportation that should be identified.

Local Funding At the local level, the voters of San Bernardino County reauthorized the Measure I half-cent sales tax and the twenty-year plan commencing in 2010 continues the exiting Measure I funding but includes a new funding source for coordinated specialized transportation activities in the San Bernardino Valley. Measure I also continues designated funding in the Mountain/Desert subareas for transportation for elderly individuals and individuals with disabilities.

This task should also identify other funding sources currently in use for human services transportation within San Bernardino County, even where these dollars cannot be specifically identified by line item detail from within a larger agency budget, but nonetheless the organization's funding source(s) contributes to operation of a transportation service.

Future Funding Opportunities. Future funding sources to undergird coordinated transportation functions, including local, State and Federal, should be enumerated as well as the requirements of these funding sources, to the degree that these are known. The product of this task should identify what will be necessary to secure these funds.

Product: Report of funding opportunities that can be used to support the public transit and human service transportation coordination effort and any funding requirements, presenting highlights in matrix formats.

Task 8 Draft Strategic Plan and Coordination Strategies

This task utilizes findings from the preceding tasks to build a draft strategic plan for coordination of public transit and human services transportation within and between the various subareas of San Bernardino County. The plan has to accommodate both service needs and financial

opportunities but should not be so constrained by existing resources that a vision cannot be identified. The plan is to be designed with discrete elements focused on the San Bernardino Valley, the Victor Valley and the four rural subareas of the county, reflective of the anticipated flow of SAFETEA-LU funding. There may be selected countywide responsibilities or activities delineated in the plan, as well as those specific to subareas.

The plan should include specific goals to guide short-term and longer-term developments. These goals should be developed for the county as a whole. Short-term objectives shall be identified and these may vary from one subarea to the next.

The strategic plan should describe the organizational arrangements necessary to further the provision of coordinated public transit and human services transportation. It is expected, based upon prior work, that some type of infrastructure is needed to support and encourage the breadth of coordination transportation options possible. The strategic plan should propose a mechanism or structure -- including possible alternative structures -- that are most likely to meet general goals of improving mobility, achieving cost-effectiveness and achieving a sustainable level-of-effort for coordinated public transit and human services transportation in San Bernardino County.

It is important too that the plan provide a prioritization of implementation strategies, assuming that whatever funding levels are secured will not be sufficient to fund all possible projects. Therefore the strategic plan should provide guidance, built up from the study findings from the demand estimation, analysis of existing resources (both physical and financial), addressing methods to remove or minimize barriers, methods to avoid or minimize duplication and address service gaps, on how to prioritize coordination programs, projects and/or initiatives as well as identify the revenues resources required. It is critical that recommended programs, projects and/or initiatives be sustainable over time and not be a one-time award of scarce resources.

Roles and responsibilities should be delineated in relation to proposed objectives and programmatic approaches, at both the countywide and subarea levels. The strategic plan should address short-term, achievable activities as well as provide longer-term direction for continuing planning processes.

The draft strategic plan should be provided in .pdf formats for wide distribution for input and comment. Some paper copies of plan summaries will be necessary for workshop distribution. The schedule should include opportunity to present the draft strategic plan for coordinating public transit and human services transportation in San Bernardino County in at least seven workshop venues within the county, as discussed in Task 5, at PASTACC and including at least one presentation to the SANBAG Plans and Programs committee. Consultant recommendations on the best strategies for obtaining input on the draft strategic plan are requested.

Products: Draft coordination strategic plan, strategies, and proposed projects with opportunities for review.

Task 9 Final Draft of Coordination Strategic Plan and Action Plan

Receiving input from key constituencies on the draft strategic plan, modifications should be made and issues addressed to devise the final strategic plan. The strategic plan should then be translated into an Action Plan, identifying responsible parties, projects and timetables, to the

greatest extent possible. The action plan should provide additional levels of detail in the following areas:

- ***service characteristics directly related to users*** – such as type of service, methods of user activation, assistance on vehicles, reservation times, routes or corridors, hours and service areas, fares
- ***operational system characteristics*** – such as the number of vehicles, communications equipment, and number and type of personnel, including the roles of paid and unpaid staff
- ***administrative features*** – identifying who will manage the services, who will supervise and how the service will be funded

Included with the final report will be an executive summary that has the potential to be a stand-alone document that can be more widely distributed. The final report and all study products shall be provided in .pdf-style formats so that these can be made available on SANBAG's website. Fifty (50) bound documents of the study's final report shall be provided. The final report shall be presented to the SANBAG Plans and Programs Committee as well as the SANBAG Board.

Products: Final coordination strategic plan with stand-alone executive summary; .pdf file of final report; Fifty (50) bound copies of the final report.

D. PROPOSED RFP AND SCOPE OF WORK SCHEDULE

Release of Request for Proposals	August 2, 2006
Requests for Clarifications	August 18, 2006
Response to Requests for Clarifications	August 28, 2006
Proposals Due to SANBAG	By no later than 4:00 p.m. September 8, 2006
Possible Consultant Interviews	September 25, 2006
Recommendation to Award – SANBAG Plans and Programs Committee	October 18, 2006
Recommendation to Award – SANBAG Board	November 1, 2006
Notice to Proceed	November 3, 2006

The study's duration is expected to be no longer than twelve months. Milestones shall be identified by the consultant.

Requests for Clarifications shall be submitted in writing or email format up to the close of business on August 18, 2006. Responses to the Requests for Clarifications shall be posted on the SANBAG web site by the close of day on August 28, 2006.

E. SUBMITTAL OF PROPOSALS

Interested firms are to submit one original and seven (7) copies of their proposal by 4:00 p.m., Friday, September 8, 2006. Proposals shall be addressed as follows:

San Bernardino Associated Governments
Attn: Michael Bair, Director of Transit and Rail Programs
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA. 92410-1715

(909) 884-8276

Proposals shall be comprised of the following:

1. Proposal Transmittal Letter – Not to exceed two pages and identifying the individual responsible for committing the firm.

2. Proposed Scope of Work in Response to the RFP – Scope shall address the firm's understanding of the work to be performed, including identification of specific tasks, timelines and work effort (personnel hours by task). Proposing firms are encouraged to identify opportunities to perform the work in the most cost effective manner.

3. Qualifications of the Firm(s) – Experience of the firm in conducting similar type studies within the past five years. This section should be limited to no more than 15 pages. If subcontractors are to be used, provide brief statements of similar type work performed within the past five years.

4. Qualifications of Proposed Staff – Include a brief resume of proposed staff accompanied with the identification of similar work the proposed staff has participated in within the past five years. The same information should be provided for any subcontractors.

5. Project Management – Provide an explanation of the project management system and practices used to assure that the project is completed within the scheduled timeframe and that the quality of the products will meet SANBAG's requirements.

6. References – Provide at least three references for whom the firms have provided similar work within the past five years. Client contact person name, with address and telephone number are to be provided. References for subcontractors shall also be provided.

7. Cost Proposal – Proposing firms are to prepare a cost proposal that includes a breakdown of expenses by proposed task. The cost proposal shall include all items that will be charged to SANBAG, including travel and other direct charges that will be involved in the project. Costs shall be segregated to show staff hours, rates and classification and administrative overhead. If subcontractors are to be used, the prospective contractor must indicate any mark-up.

E. BUDGET

The SANBAG Board has approved a budget of $150,000 for the development of the Public Transit-Human Services Transportation Coordination Plan for San Bernardino County.

F. CONTRACT TYPE

A cost-reimbursement not-to-exceed type of contract is anticipated. A ten percent retention will be held by SANBAG and released upon the successful completion of the work to be performed. The consultant will be paid based on work actually performed during the preceding month. The consultant should forward monthly invoices by the 15th of the following month. Each invoice shall be accompanied with a brief description of the work performed, identify any problems incurred and include suggested remedies in order to keep the project on schedule. Each invoice shall identify the total contract amount, the amount previously invoiced, the amount of SANBAG retention for that invoice and held to-date, and the remaining balance of the contract.

G. SANBAG CONTACT PERSONS:

Questions related to this RFP should be directed to the following individuals:

Primary Contact:
Michael A. Bair, Director of Transit and Rail Programs
San Bernardino Associated Governments
Phone (909) 884-8276, Ext 116
Fax (909) 885-4407
Email mbair@sanbag.ca.gov

Appendices

Appendix A – Map of San Bernardino County Subareas
Appendix B – Health Access Study Summary of Findings and Recommendations
Appendix C - Survey Form for Annual Survey of Specialized Transportation Providers

Health Access in San Bernardino and Riverside Counties: Non-Emergency Medical Transportation (NEMT) Needs and Resources

Caltrans/ Federal Transit Administration S. 5313
Study of Statewide Planning Significance
Winter 2003 to Winter 2005

Project Management Team:
Caltrans, Southern California Association of Governments, San Bernardino Associated Governments, Riverside County Transportation Commission, Inland Empire Health Plan, Kaiser Permanente, Molina Health Care, Health Net, Community Hospital of San Bernardino

Consultant Team:
Judith Norman – Transportation Consultant (JNTC)
In association with:
O'Melia Consulting
Civic Technologies, Inc.
David Raphael- Medical Transportation Consulting
Medical Transportation Management, Inc.
UCLA Center for Health Policy Research
The Fairfax Research Group

Project Development Team:
25+ health care, public transit agencies and community based organizations in Riverside and San Bernardino Counties' Inland Empire

Overall Project Goal:
To identify solutions to non-emergency medical transportation in these two expansive counties, through a regional planning study, by rigorously documenting issues and devising solutions, refined by community input, that are implementable through partnership between the transit and health care industries.

Project Components:

Project Management Team (funding sponsors) and *Project Development Team* (other stakeholders)

Consultant study by JNTC and team

Way-finding maps of medical facilities for bus riders

Conference in March 2005 to report, disseminate findings, engage in dialogue, prepare proceedings.

JNTC Study Objectives:
- Identify NEMT trip needs
- Quantify NEMT need in geographic areas
- Describe available resources and potential barriers
- Devise recommendations to meet geographic area needs with identified resources
- Identify challenges of NEMT geographic areas potentially applicable to other areas of Calif.
- Facilitate continuing education of project stakeholders regarding issues and potential solutions to NEMT.

Study Elements:
- Stakeholder interviews and focus groups
- Resource analysis of transportation services
- Review of state and national NEMT models
- Examination of funding resources and barriers
- Household telephone survey
- Geographic information system (GIS) analysis of multiple data sets.
- Analysis and direction

Four Organizing Questions:

1. Is there currently a need for non-emergency medical transportation to medical appointments for consumers residing within the study areas?
2. If the need exists, what segment of the population is demonstrated to have the greatest need for non-emergency medical transportation in the study areas?
3. Where in the study areas does the target population reside?
4. To what extent does the target population have access to public transit as a transportation alternative to get to medical appointments?

Study process and findings, significantly affected by the *Healthcare Insurance Portability and Accountability Act* (HIPAA), made it premature to develop the anticipated transportation demonstration projects. Importantly, the project has refined our understanding of NEMT issues, to better inform both healthcare and transportation stakeholders. Policy direction to address the needs identified requires continued dialogue by all parties involved, at local and state levels.

Selected Overall Findings:

- ***Population segments have missed medical appts.*** due to lack of transportation, including those with their own transportation and those depending upon others for transportation.
- Demographic characteristics of those missing appts. due to transportation are: ***women, 25 to 34 years of age, household incomes of less than $20,000, MediCal recipients and Spanish speakers.***
- ***Seniors appear to be getting to*** scheduled medical appts., missing or rescheduling fewer medical appts. than other age groups.
- The San Bernardino Valley area surfaced as the destination target area for most medical appointments while the populations missing appointments ***reside primarily in the rural areas of the two counties.***

Healthcare Related Findings:

- State level data suggests that ***California's NEMT policies*** are not on par with those of other states. Program based upon physical ability and not economic need or the availability of transportation alternatives.
- Nationally, ***operating NEMT programs*** continue to rest on the shoulders of healthcare organizations due to Medicaid funding policies.
- Confusion and differences in the interpretation of ***HIPAA requirements*** limited the amount of healthcare related data collected and analyzed in this study.
- Wide variations in the levels and methods of ***reporting NEMT transportation expenses*** in California make it difficult to determine financial resources targeted to transportation by healthcare organizations.
- ***Missed appt. data*** is the most important factor for assessing the severity of NEMT need but is not currently collected by healthcare organizations.
- ***Lack of funding*** is cited by stakeholders as number one barrier to direct NEMT provision.
- ***Perceived success*** of NEMT programs operating across the country relates to ability to focus on the target population and consolidate administration, rather than cost per trip, and to obtain adequate financial resources.
- ***Significant cooperation between healthcare and transit*** is necessary to ensure successful and cost-effective NEMT programs.

Public Transportation Related Findings:

- Access to public transit services for IEHP members is very good. Data shows that IEHP population segments are ***in most cases close to public transit, within ¼ mile walking distance*** from home to a transit stop.
- Although 57% of the total study area population is ***within ¼ mile of fixed-route service***, only 31% of the population lives ***near high frequency routes*** (15 to 30 minute headways).
- Vast majority (93%) of ***IEHP facilities are located within ¼ mile of fixed-route services.*** Nearly half (45%) of IEHP facilities are located within close proximity to high frequency transit routes. These facilities generate demand for 63% of NEMT trips of IEHP cases analyzed.
- ***Dial-a-Ride and ADA-related services*** are operating in each area for eligible seniors and persons with disabilities, but not to those identified as having difficulty getting to appointments, suggesting [CTSA] transportation brokerages as one possible options.
- Public transit connections medical destinations outside the local areas are limited. ***Inter-regional connectivity*** needs significant improvement.

Conclusions:

- The State of California should consider the overall impacts of its current funding policies and practices relative to NEMT.
- The State's policies and practices relative to funding medical transportation under MediCal are inconsistent with other states and contrary to Federal regulation.
- The issue of allowing expenditure of MediCal funding for NEMT for low-income MediCal recipients must be recognized and accepted as a critical core issue in the State's efforts to identify and further local efforts to address NEMT needs.
- Rapidly changing socioeconomic conditions of the Inland Empire do suggest that in-depth "destination-based" information about missed appts. would logically assist transit operators in developing services that better replicate travel patterns of study area participants.
- Destination-type data could be collected as part of ongoing transit data collection efforts to serve as a valuable tool in designing more productive services, based upon demonstrated demand.
- There is no one answer, no one-time answer; each recommended action serves to support the overall objective addressing NEMT needs.

APPENDIX C

[Page one of a two page survey with second page collecting vehicle inventory information.]

SAN BERNARDINO SPECIALIZED TRANSPORTATION

Summer 2005

Contact _____ **Agency Name:**

Title: _____

E-mail: _____

Phone/Ext: _____

Fax: _____

1. **Please give us a couple of sentences about your program, the services provided and the client population you serve in terms of age, disability or other special characteristics. You may write it here or attach a brochure or flyer.**

2. YOUR AGENCY TYPE *(please check one only):*

☐ Private, for profit ☐ Private, non-profit

☐ Public Agency ☐ Church affiliated

☐ Tribal organization

3. NUMBER OF ACTIVE CLIENTS ON YOUR AGENCY'S ROSTER LIVING WITHIN SAN BERNARDINO CO.:

_____ # total enrolled clients / consumers

_____ # average daily attendance

_____ site daily who require transportation assistance

_____ # est. in wheelchairs daily

4. WHICH BEST DESCRIBES ANY TRANSPORTATION SERVICE PROVIDE BY YOUR AGENCY:

(please check all that apply):

☐ NO TRANSPORTATION provided, purchased, or arranged.

☐ PROVIDING transportation with full responsibility for the transportation by this agency.

- ☐ Vehicles owned/leased with paid drivers
- ☐ Vehicles owned/leased with volunteer drivers
- ☐ Privately owned vehicles with paid drivers
- ☐ Privately owned vehicles with volunteer drivers

☐ CONTRACTING for transportation with services provided by another entity under contract to this agency.

☐ SUBSIDIZING transportation through agency purchase of passes, fares or mileage reimbursement.

☐ ARRANGE FOR transportation by assisting with information but clients responsible for follow-up.

☐ Other, please specify:

If you answered NO TRANSPORTATION to #4, please stop here and return the survey form in the enclosed envelope. Otherwise, please continue. Thank you very much.

5. TRANSPORTATION SERVICES ARE PROVIDED TO:

(please check one only):

☐ Any person served by agency

☐ Only to formally enrolled agency clients

☐ Clients authorized/approved for purchased transportation

☐ General Public

☐ Other, please specify _____

6. TRANSPORTATION SERVICE AREA:

☐ Throughout San Bernardino County

Please describe service area, listing cities, if appropriate

☐ Within a _____ radius of _____

7. DAYS AND HOURS OF OPERATION:

	Operating Hours	First Pick-up	Last Pick-up
Weekdays:			
Saturdays:			
Sundays:			

8. HOW MANY VEHICLES DO YOU HAVE FOR CLIENT TRANSPORTATION? _____

9. HOW ARE TRIPS REQUESTED? *(please check all that apply)*

☐ Immediate request/ same day

☐ 24 hour advance reservation

☐ Up to one week advance reservation

☐ More than one week advance reservation

10. CURRENT YEAR TRANSPORTATION BUDGET:

What is your agency's estimated annual transportation expenditure for the current fiscal year: administrations, operations, and vehicle costs

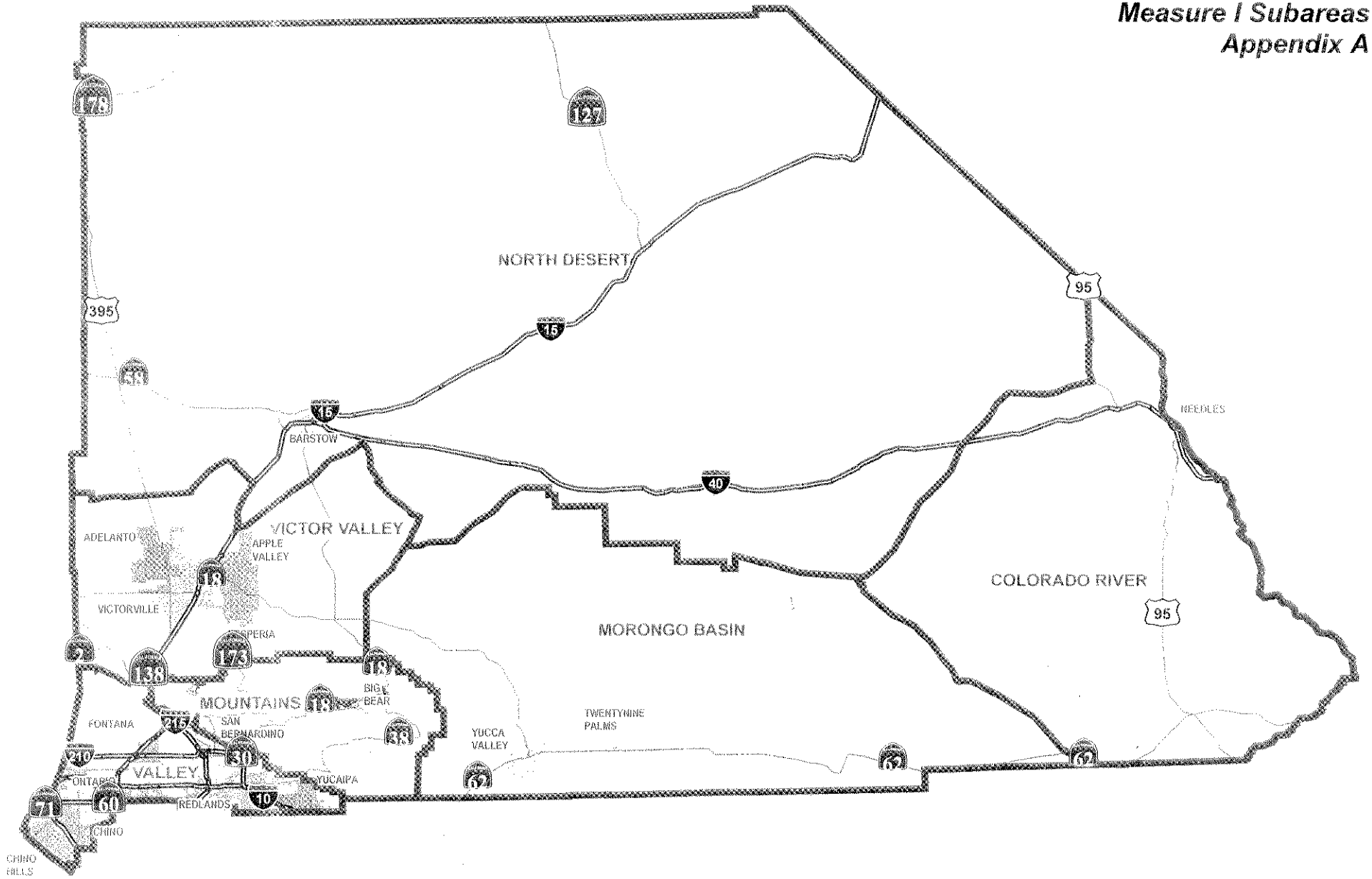
_____ current FY trans. administration budget:

_____ current FY trans. operating budget:

_____ current FY vehicle / capital budget:

PLEASE RETURN TO: SANBAG Directory, c/o AMMA, 306 Lee Ave., Claremont, CA 91711-3123
Voice (909) 621-3101 Fax (909)6219387 E-Mail: amma306@earthlink.net

San Bernardino County
Measure I Subareas
Appendix A



Legend

Measure I Boundary

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: August 2, 2006

Subject: Amendment to Agreement 04-040 with the City of San Bernardino

Recommendation:* Approve Amendment No. 4 to Cooperative Agreement 04-040 with the City of San Bernardino increasing the local match funding for the construction of a multi-level parking structure at the San Bernardino Metrolink station in the amount of $213,775 for a new contract authority of $2,043,074 as identified in the Financial Impact Section.

Background: In December 2003 the Board approved Cooperative Agreement 04-040 with the City of San Bernardino. The original agreement established the roles and responsibilities for the San Bernardino Metrolink station maintenance and security and the rehabilitation and use of the historic San Bernardino Santa Fe Depot.

In March 2004 the Board approved Amendment No. 1 to Cooperative Agreement 04-040 which increased the Agency's financial contribution toward the depot rehabilitation by $160,000 for a new total of $1,118,159.

In September 2004 the Board approved Amendment No. 2 to Cooperative Agreement 04-040 which changed the SANBAG address for serving notice to the depot and revised the method by which the two parties pay for Depot Common Area and Non-Leased Space Expenses. There was no change in the contract authority amount.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0608d-mab.doc
37907000

In October 2005 the Board approved Amendment No. 3 to Cooperative Agreement 04-040 which established the roles and responsibilities for the construction of a temporary parking lot and a multi-level parking structure at the San Bernardino Metrolink station. This amendment included the Agency's provision of $711,140 in local matching funds for the $5,488,860 in Congestion Mitigation and Air Quality (CMAQ) funds previously approved by the Board for the parking structure project. Amendment No. 3 increased the contract authority to $1,829,299.

Also in October 2005 the Board approved an additional allocation of $1,650,000 in CMAQ funds for the San Bernardino Metrolink station parking structure project, but at that time no additional local match could be provided.

With the June 2006 adoption of the Fiscal Year 2006/2007 Agency Budget, the local match for the additional CMAQ funding in the amount of $213,775 was granted. The total budget for the multi-level parking structure is now $8,063,775 ($7,138,860 CMAQ and $924,915 LTF Rail). Amendment No. 4 provides for this additional funding and increases the total contract authority to $2,043,074.

Financial Impact: Amendment No. 4 to Cooperative Agreement 04-040 is consistent with the Fiscal Year 2006/2007 Budget. The $213,775 in additional LTF Rail funding is provided for under Task 37907000 – Commuter Rail Capital and increases the total contract authority to $2,043,074.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail Committee on July 20, 2006. The agreement has also been reviewed and approved as to form by SANBAG Counsel.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

BRD0608d-mab.doc
37907000

SANBAG Contract No. 04-040-4

by and between

San Bernardino County Transportation Commission

and

City of San Bernardino

for

Assignment of roles and responsibilities for the design and construction of a temporary parking lot and a multi-level parking structure at the San Bernardino Metrolink Station

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 958,159	Previous Amendments Total:	$ 871,140
		Previous Amendments Contingency Total:	$ _____
		Current Amendment:	$ 213,775
Contingency Amount:	$ _____	Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ **2,043,074**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
37907000	5011	LTF Rail	_____	$ 213,775

Original Board Approved Contract Date: 12/3/03 Contract Start: 12/3/03 Contract End: Open

New Amend. Approval (Board) Date: 8/2/06 Amend. Start: 8/2/06 Amend. End: Open

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: 2006/2007 $ 213,775	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ _____

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

If yes, which Task includes budget authority? 37907000

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**

Michael A Bair 7-13-06 — Task Manager Signature, Date

Michael A Bair 7-13-06 — Contract Manager Signature, Date

[signature] 7/21/06 — Chief Financial Officer Signature, Date

A040404-mab.doc
37907000

AMENDMENT NUMBER 4

TO COOPERATIVE AGREEMENT 04-040
between the
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
and
CITY OF SAN BERNARDINO

THIS AMENDMENT NUMBER 4 to Cooperative Agreement 04-040 is hereby made and entered into and effective this 2nd day of August, 2006, by and between the SAN BERNARDINO COUNTY TRANSOPRTATION COMMSISION (hereinafter referred to as "SANBAG") and the CITY OF SAN BERNARDINO (hereinafter referred to as "CITY"), with regard to the San Bernardino Metrolink station and Santa Fe Depot located in the CITY.

WHEREAS, SANBAG and CITY previously entered into Cooperative Agreement 04-040 on December 3, 2003, specifying the roles and responsibilities for the provision of maintenance and security at the San Bernardino Metrolink station and the rehabilitation of the Santa Fe Depot; and

WHEREAS, in March 2004, SANBAG and CITY approved Amendment Number 1 to Cooperative Agreement 04-040 amending Exhibit "G" to reflect an increase in the SANBAG financial contribution for the rehabilitation of the Santa Fe Depot; and

WHEREAS, in September 2004, SANBAG and CITY approved Amendment Number 2 to Cooperative Agreement 04-040 changing the address for SANBAG and revising the timing in which SANBAG and CITY pay for Santa Fe Depot Common Area and Non-Leased Space Expenses; and

WHEREAS, in October 2005, SANBAG and CITY approved Amendment Number 3 to Cooperative Agreement 04-040 identifying the roles and responsibilities, including financial obligations, between SANBAG and CITY for the design and construction of a temporary parking lot and a multi-level parking structure at the San Bernardino Metrolink station; and

WHEREAS, in October 2005, the SANBAG Board approved an additional allocation of Congestion Mitigation and Air Quality (CMAQ) funds for the multi-level parking structure project; and

WHEREAS, in June 2006, the SANBAG Board approved additional CMAQ local match funds as part of the Fiscal Year 2006/2007 Budget.

NOW, THEREFORE, it is agreed that Section 6.10 of Cooperative Agreement 04-040 is replaced as set forth below:

VI
COMMUTER RAIL STATION

6.10 Permanent Multi-Level Parking Structure Funding. Funding for the Permanent Multi-Level Parking Structure in the amount of $8,063,775 ($7,138,860 CMAQ and $924,915 LTF Rail) has been identified as being available. CITY shall be responsible for any and all actions required for the obligation and receipt of the $7,138,860 in CMAQ funds approved for this project. Upon the execution of Amendment Number 3 SANBAG has provided CITY with $103,230 as the local match for CMAQ funds approved for PS&E and environment clearance work. CITY shall provide a copy of authorization to proceed with construction with the remaining CMAQ funds to SANBAG. Within thirty (30) days of receipt of such authorization, SANBAG shall provide CITY with the remaining CMAQ local match of $821,685. CITY shall copy SANBAG on all requests for reimbursement of CMAQ funds. Upon project close-out, CITY shall provide an accounting of the funds used with any remaining local match funds advanced to CITY by SANBAG clearly identified. Within thirty (30) days of project close-out, CITY shall return to SANBAG any unspent local match funds.

All other terms and conditions contained in SANBAG Cooperative Agreement 04-040 as previously amended by Amendments 1, 2 and 3 shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have signed below;

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION	**CITY OF SAN BERNARDINO**
_____	_____
Dennis Hansberger President	Patrick J. Morris Mayor
Date: _____	Date: _____
Approved as to form:	Approved as to form:
_____	_____
Jean-Rene Basle SANBAG Counsel	James F. Penman City Attorney

A040404-mab.doc
37907000

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: August 2, 2006

Subject: Assignment of Contract 02-015 with McLeod, Watkinson & Miller to the Firm of Kaplan Kirsch & Rockwell LLP

Recommendation:*

1. Approve Assignment Agreement C07046, authorizing the assignment of Contract 02-015 with McLeod, Watkinson & Miller to the Firm of Kaplan Kirsch & Rockwell LLP.
2. Approve new hourly compensation rates.
3. Authorize the transfer of the remaining balance of Contract 02-015 in the amount of $25,307.22 to Agreement C07046 as identified in the Financial Impact Section.

Background: In August 2001 the Board approved a sole source Contract 02-015 with the firm of McLeod, Watkinson & Miller as legal counsel representing the Agency before the Surface Transportation Board in the filing for abandonment of freight service on the former Southern Pacific Baldwin Park Branch and other related issues or proceedings that may arise. Mr. Charles A. Spitulnick has been the lead attorney representing the Agency. The Baldwin Park Branch abandonment process is nearing completion and it is important to retain the same counsel during this time.

In June 2006, Mr. Spitulnick left the firm of McLeod, Watkinson and Miller to join the firm of Kaplan Kirsch & Rockwell LLP. The two firms have executed an Assignment Agreement authorizing the transfer of the obligations and duties of Contract 02-015 contingent upon the acceptance of the Agency. The Assignment

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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35207000

Agreement also amends the staffing and hourly compensation rates as indicated in Attachment A. It is important to note that Kaplan Kirsch & Rockwell is offering a discounted blended hourly rate for all Partners. The Partner hourly compensation rate of $290 reflects an average annual increase of 3.2% over the rate set five years ago.

In addition to seeking approval of the contract assignment, staff is seeking approval to transfer the remaining balance of Contract 02-015 in the amount of $25,307.22 to Assignment Agreement C07046. At this time there is no request for an increase in contract authority.

Financial Impact: This item is consistent with the adopted budget. Funding for this Agreement is available under Task 35207000 – General Commuter Rail. The funding source is LTF Rail.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail Committee on July 20, 2006.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

BRD0608e-mab.doc
35207000

SANBAG Contract No. C07046
by and between
San Bernardino Associated Governments
and
Kaplan Kirsch & Rockwell LLP
for
Professional and Legal Services Before the Surface Transportation Board

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # _____ Vendor ID KKR	Retention: ☐ Yes _____ % ☒ No	☒ Original ☐ Amendment

Notes: Transfer the balance from Contract 02-015

Original Contract:	$ 25,307.22	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____
		Contract TOTAL →	**$ 25,307.22**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
35207000	54/5553	LTF Rail	L0340	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	8/2/06	Contract Start: 6/10/06	Contract End: Open
New Amend. Approval (Board) Date:	_____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: 06/07 $ _____	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ None

Is this consistent with the adopted budget? ☒Yes ☐No
If yes, which Task includes budget authority? 35207000
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 7/21/06

C07046-mab.doc
35207000

ASSIGNMENT AGREEMENT C07046

KAPLAN KIRSCH & ROCKWELL, LLP

AGREEMENT made as of the _____ day of _____, 200___, between McLeod, Watkinson & Miller ("Assignor") and Kaplan, Kirsch & Rockwell LLP ("Assignee").

RECITALS

WHEREAS, Assignor entered into a contract, dated July 6, 2001, with the San Bernardino Associated Governments ("SANBAG"); and

WHEREAS, the counsel principally responsible for handling SANBAG matters has joined Assignee; and

WHEREAS, Assignor has agreed to assign the Law Department Contract to Assignee, effective June 10, 2006, subject to the consent and approval of SANBAG, and Assignee has agreed to accept such assignment;

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained herein, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, interest and obligations arising under the SANBAG Contract, effective June 10, 2006.

2. Assignee, for the benefit of Assignor and SANBAG, hereby accepts the assignment and assumes and agrees to perform all obligations and duties of Assignor under the Contract, effective as of June 10, 2006 and throughout the remainder of the term of the Contract, and Assignee assumes all liabilities arising from performance or non-performance of such obligations and duties, effective as of June 10, 2006 and agrees to be bound by the terms of the Contract in everyway except as hereinafter provided as if Assignee were the original party to the Contract, including, but not limited to, the insurance requirements set forth in the Contract.

3. Paragraph 3 of Contract 02-015 is amended as follows: Mr. Spitulnik's hourly rate shall be $295, all Associates rate will be $250 per hour and all paralegals' rates will be at $110 per hour. In addition, the lawyers listed in Attachment A will be the lawyers who might be requested to work on Assignee's matters at the rates listed on Attachment A.

4. This Assignment shall not be effective until SANBAG, by its authorized representative, has consented thereto by signing this Assignment. This Assignment shall be governed by and be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Dennis Hansberger
President

Date: _____

Approved as to Form:

_____
Jean-Rene Basle
SANBAG Counsel

McLEOD, WATKINSON & MILLER

By: _____

Date: _____

KAPLAN KIRSCH & ROCKWELL LLP

By: _____

Date: _____

Attachment A

Schedule of Hourly Billing Rates

STAFFING LEVEL	HOURLY RATE
Partners:	
Charles A. Spitulnik	$295.00
Stephen H. Kaplan	$295.00
Sarah M. Rockwell	$295.00
Peter J. Kirsch	$295.00
Daniel S. Reimer	$295.00
Polly B. Jessen	$295.00
John E. Putnam	$295.00
Lori Potter	$295.00
Thomas R. Devine	$295.00
Arthur P. Berg	$295.00
Associates:	
Katie M. van Heuven	$250.00
Josh D. Fine	$250.00

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd St., 2nd Flr., 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 ITEM: **10**

Date: August 2, 2006

Subject: Request for Proposal (RFP) for Freeway Service Patrol (FSP) Towing Services

Recommendation:* Approve the release of RFP No. C07-028 for the provision of FSP Towing Services along Interstate (I)-10, I-215, and State Route (SR) 60.

Background: FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "beat". As tow trucks roam a particular beat, motorists can expect a quick response from FSP when their vehicles become disabled. Over the years, 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.

San Bernardino's entrance into the State Funded FSP program began several years ago, when legislation was signed into law to require Caltrans to fund new counties who wish to enter the program. In Fiscal Year (FY) 2005/2006, additional funding was allocated to the State program so that three new counties could begin FSP implementation (including San Bernardino County). Funding from the State is based on population, urban lane miles and congestion in the urban area which qualifies for FSP service. In San Bernardino County, the urban area which qualifies for FSP funding, is in the valley portion of the county.

In January 2006, four FSP beats were implemented, providing eight roaming tow trucks on I 10 from the Los Angeles County line, east to Waterman Avenue in San Bernardino, and on I 15 from the Riverside County line to Baseline Street in

*

Approved
Board of Directors

Date: August 2, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

BRD0608a-KL.doc
Attachments: RFPC07028.doc and FSP Beat Map
TN 70407000

Rancho Cucamonga. Since 2004, SANBAG has also operated FSP service during I 10 construction, between the SR 30 interchange and through Yucaipa.

The FY 2005/2006 allocation was sufficient to fund up to six beats; however, the two additional beats that have been funded could not begin until SANBAG secured a dedicated radio frequency that is used by CHP and tow providers. The existing FSP beats use Riverside County's FSP radio frequency and that frequency is at capacity. The San Bernardino County FSP radio frequency is under development and will be in service for use by the end of the calendar year.

While these activities were taking place, in the spring of 2006, the State submitted a budget change request so that $6.2 million in funding could be added to the State FSP funding pot. With the FY 2006/2007 Budget approved, SANBAG is now able to fund on an ongoing basis, an additional two beats, which would bring the State funded program up to eight beats plus the construction FSP on I 10.

The two beats already funded and awaiting implementation are Beat 4 (SR 60 from Los Angeles County line to the Riverside County line) and Beat 6 (I 215 from the Riverside County line to 2nd Street in the City of San Bernardino).

At this point, the two additional beats to be implemented with the new State funding, have yet to be determined and approved by the Board. To assist the Board in this decision, Caltrans provides a methodology to analyze and recommend FSP service. This methodology is used by all of the FSP Programs throughout the State. The methodology was developed by the University of California at Berkley (UC Berkley) Transportation Studies Program, and takes into account a variety of information such as historical data, including but not limited to: lane miles, shoulder availability, accident information and average daily miles of travel. After analysis of freeway segments in the valley portion of the county which do not have existing FSP service, the following is a ranking in order of those unfunded beat areas and their Benefit to Cost (B/C) ratio using the UC Berkley methodology.

Table 1 – Beat Areas in San Bernardino Valley Not Yet Implemented

Ranking	Beat Area	Beat Length	B/C Ratio
1	I-10 Waterman Ave to Orange Street	5.65	23.48
2	I-215 2nd Street to University Parkway	4.84	7.13
3	I 215 University Parkway to I 15 Kenwood Avenue	8.70	6.12
4	SR 210 Mountain Ave (LA County) to Day Creek Road	8.00	2.57
5	I-15 Baseline Road to I-15/I-215 Interchange	9.00	2.19
6	SR 30/SR 259 to San Bernardino Avenue (JNO I 10)	10.06	0.26
8	SR 71/SR 60 to SR 71 and Euclid Avenue	8.50	0.08
	Total Miles of Unfunded Valley FSP Beat Segments	**54.75**	

BRD0608a-KL.doc
Attachments: RFPC07028.doc and FSP Beat Map
TN 70407000

Based on this analysis, Staff recommends that the top two beat segments in the Table above be funded with the additional funds provided by the State. Please refer to the attached map which depicts the current seven funded beats (beats 1 to 6 and the I 10 FSP construction beat) and the two new beats to be funded with the additional State funding (Beat 7: I 215 from 2nd Street to University, and Beat 8: I 10 from Waterman to Orange Street). Based on new State funds that will be made available in FY 2006/2007, and assuming that all of the State funding will continue in perpetuity, Staff is confident that the existing beats and the new beats can be implemented on an annual basis. In the future, should additional funding be added to the program, or should the existing funds exceed the current program needs, then Staff will bring back to the Board options for expanding the program into the unfunded areas.

Upon approval of the RFP, tow service providers will have six weeks to prepare and submit proposals. Staff will bring to the Board in November recommended contractor(s) for these new beats, and upon Board approval, it is anticipated that beats 4 and 6 can be implemented in January 2007 and beats 7 and 8 implemented by March 2007. This staggered implementation is necessary so that equipment can be procured, installed and tested, so that the contractors can hire and train tow truck drivers, and so that CHP is adequately staffed and ready to oversee the new beats. Once implemented, the providers will be under contract for three years of tow service implementation, with two one-year options to extend the contract(s).

Please refer to Attachment A, the Scope of Services for the RFP, which outlines the parameters for the tow services for these four beat areas. The RFP will be released by SANBAG and proposals received will be evaluated by SANBAG, CHP, RCTC and Caltrans Staff. Upon Board approval, the Tow Services Contract(s) will be executed and funded by SANBAG, but jointly managed by SANBAG and CHP.

Financial Impact: Funds for the tow providers for the four new beats were included in the FY 2006/2007 Budget, and will be funded through a combination of State funds, Measure I Traffic Enhancement and Environmental Funds and Mobile Source Air Pollution Reduction Review Committee funding. TN 70407000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on July 19, 2006. The RFP, Scope of Work and Contract has been reviewed as to form by SANBAG legal counsel, Caltrans District 8, as well as CHP Inland Communications' Center.

Responsible Staff: Kelly Lynn, Air Quality/Mobility Programs Manager
Michelle Kirkhoff, Director, Air Quality/Mobility Programs

BRD0608a-KL.doc
Attachments: RFPC07028.doc and FSP Beat Map
TN 70407000

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted during the service hours of operation, the Contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat.

4.3 Description of Service:

The purpose of the project is to provide for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where conditions permit, safe removal of small debris will be required. Contractor vehicles shall be exclusively dedicated to the service during the hours of operation. All vehicle maintenance activities shall be conducted during non-service hours.

The Contractor's vehicle operators shall assist motorists involved in minor accidents and those with disabled vehicles. They shall be responsible for clearing the freeway of automobiles, small trucks and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the freeway to provide service. The vehicle operators shall continuously patrol their assigned beat, respond to CHP dispatched calls for service, use the designated turnaround locations and use the CHP designated drop locations.

Freeway Service Patrol vehicle operators may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. Vehicle operators may spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

All Freeway Service Patrol services will be provided at no cost to the motorist. FSP vehicle operators will not be allowed to accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. To promote a safe work environment and to maintain a level of professionalism, the CHP has developed a set of Standard Operating Procedures (SOP) for the FSP program that must be followed by the tow company and their vehicle operators. Please note that the SOP is updated as needed, and that the

Contractor is responsible to operate and adhere to the most recent version of the SOP. **Drivers found not to be complying with FSP procedures may be suspended or terminated from the FSP program and the company may be fined three (3) times the hourly contract rate in 1 minute increments until a replacement vehicle is provided, or fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP Field Supervisors.**

If a vehicle cannot be mobilized within the ten-minute time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP vehicle operator to call the CHP Communications Center to request a CHP rotational tow or other services. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the Freeway Service Patrol shift unless called as a rotational tow by CHP. If called as a rotational tow after a Freeway Service Patrol shift, the vehicle operator must remove all Freeway Service Patrol vehicle markings and change his/her Freeway Service Patrol uniform.

There may be some instances where FSP vehicle operators may be requested to provide assistance to CHP officers. Freeway Service Patrol vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the Freeway Service Patrol program.

4.4 Equipment Requirements:

A. Tow Truck Requirements:

Vehicles will be exclusively dedicated to the Freeway Service Patrol during its hours of operation.

The Freeway Service Patrol will utilize at a minimum, Class A trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks and beds used in the Freeway Service Patrol program shall be less than five (5) years old, and free of any physical damage.

Prior to commencement of service, the CHP will inspect each vehicle designated for the Freeway Service Patrol to ensure that it meets the vehicle specifications and to ensure that it meets or

exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office. Any unsafe or poorly maintained vehicle(s) or improperly equipped vehicle(s) shall be removed from service or repaired as directed by the CHP, and **the Contractor shall be fined three (3) times the hourly contract rate in 1 minute increments.** Spare vehicles will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a spare vehicle available for service at all times.

Freeway Service Patrol vehicles bearing the service patrol title, logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors and bed area – the entire truck is to be printed white). No trim will be allowed. Lettering shall be in block lettering and shall be no greater than 4 inches in height. Lettering can only be black, blue or red in color. The tow operator's company name will be permitted on the boom area of the tow truck (per CHP's approval), however, the lettering must be of the same color as the lettering on the side of the truck. No other accessory equipment or signage shall be mounted or installed without prior CHP approval. This includes but is not limited to bras, chrome wheel covers or window tint.

Each tow truck shall be equipped, as a minimum, with the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 5,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Winch Cable - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 5/16" alloy or OEM specs., J&T hook assembly.
7. Rubber face push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.

13.	Radios with the ability to communicate with the Contractor's base office.	
14.	Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP.	
15.	Suitable cab lighting.	
16.	Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.	
17.	One (1) 1 7/8-inch ball and one (1) 2 inch ball.	
18.	Rear work lights.	
19.	Safety chain D-ring or eyelet mounted on rear of truck.	
20.	Motorcycle Straps	(2)
21.	Diesel fuel in plastic jerry cans	(5 gallons)
22.	Unleaded gasoline in plastic jerry cans	(5 gallons)
23.	Safety chains min. 5 ft.	(2)
24.	First aid kit (small 5" x 9")	(1)
25.	Fire extinguisher aggregate rating of at least 4 B-C units	(1)
26.	Pry bar - 36" or longer	(1)
27.	Radiator water in plastic container	(5 gallons)
28.	Sling crossbar spacer blocks	(2)
29.	4" x 4" x 48" wooden cross beam	(1)
30.	4" x 4" x 60" wooden cross beam	(1)
31.	24" wide street broom	(1)
32.	Square point shovel	(1)
33.	Fusees (highway flares), 15 minute, or	(36)
	Fusees (highway flares), 30 minute	(20)
34.	Cones 18"	(6)
35.	Hydraulic jack, 2-ton, floor	(1)
36.	Four way lug wrench (1 std.)	(1)
37.	Four way lug wrench (1 metric)	(1)
38.	Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity	(1)
39.	Flashlight and spare batteries	(1)
40.	Tail lights/brake lights, portable remote with extension cord	(1 set)
41.	Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets	(1 set)
42.	Funnel, multi-purpose, flexible spout	(1)
43.	Pop-Up Dolly, portable for removing otherwise untowable vehicles	(1)
44.	5-gallon can with lid filled with clean absorb-all	(1)
45.	Empty trash can with lid (5 gallon)	(1)
46.	Lock out set	(1)

Each Freeway Service Patrol truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

47.	Screwdrivers--		
	i.	Standard-1/8", 3/16", 1/4", 5/16"	(1 each, min).
	ii.	Phillips head - #1 and #2	(1 each, min).
48.	Needle nose pliers		(1)
49.	Adjustable rib joint pliers, 2" min. capacity		(1)
50.	Crescent wrench - 8"		(1)
51.	Crescent wrench - 12"		(1)
52.	4 lb. hammer		(1)
53.	Rubber mallet		(1)
54.	Electrical tape, roll		(1)
55.	Duct tape, 20 yard roll		(1)
56.	Tire pressure gauge		(1)
57.	Mechanic's wire (roll)		(1)
58.	Bolt cutters		(1)

The vehicle operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection/inventory sheet shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. The inspection sheets must be kept on file at the Contractor's office and available for CHP inspection upon request. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

B. Spare Vehicles:

The Contractor shall be required to have one spare certified FSP tow truck available per beat. The spare vehicle should be used when a regular vehicle is unavailable. The spare vehicle shall be painted white in color (the entire truck) with the required identification markings, title, and logo. It shall meet all the vehicle equipment specifications.

C. Vehicle Breakdown and Other Missed Service:

The spare vehicle must be in service on the beat within 45 minutes of the time a permanently dedicated vehicle is taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the

Contractor shall be fined three (3) times the hourly contract rate in 1minute increments until a replacement vehicle is provided. If a truck is not ready due to breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate. Vehicle maintenance will be performed during non-service hours.

D. Vehicle Identification:

It shall be the vehicle operator's responsibility to place detachable Freeway Service Patrol markings on each vehicle during the service hours and to remove the detachable markings immediately upon completion of each shift. SANBAG will supply each Contractor with the appropriate number of detachable markings for each beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All Freeway Service Patrol markings shall be returned at the termination of the contract. The cost of any SANBAG and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

Freeway Service Patrol markings as well as vehicle numbers shall be required on both sides of all trucks. The magnetic FSP signage provided by SANBAG must be place on both doors of the tow vehicle. The vehicle operator shall be required to keep the title and logos clean and in readable condition throughout the service patrol's operation.

E. Communications Equipment:

Each Freeway Service Patrol vehicle shall be equipped with various communication devices that will enable the vehicle operator to communicate with the CHP Communications Center. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, and handheld/PDAs for text messaging, email, and data collection. The AVL system, radios, GPS, handheld/PDA equipment shall be purchased, owned and supplied by SANBAG. SANBAG shall select the equipment installation vendor.

The Contractor shall be responsible for maintaining the security of

the vehicle communication equipment. The Contractor shall be liable for any damage other than normal wear and tear to the communication equipment. The Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the Contractor from any payment due to the Contractor under this agreement. SANBAG supplied vehicle equipment shall be returned upon contract termination. The cost of any equipment not returned shall be deducted from the Contractor's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed in all vehicles. The Contractor is also required to use Nextel cell phones for communications with CHP Communications Center and CHP Field Supervisor. Nextel cell phones shall be purchased and maintained by Contractor. Contractor will also be responsible for all operating costs as well.

The FSP vehicles shall be equipped with a public address system. The public address system shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the Freeway Service Patrol vehicle when the FSP vehicle is adjacent to the rear of the disabled vehicle.

The Contractor shall purchase and maintain a computer workstation with high speed internet access and email to communicate with SANBAG staff, and transfer FSP data collected with handheld/PDA units. Handheld/PDA units will need to be downloaded at the end of each shift to the computer workstation; therefore the computer workstation will need to be easily accessed by drivers after each shift. The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 256MB memory, 10 gig hard drive, network card, CDROM, IrDA Infrared port (or USB IrDA Infrared Adaptor), optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; Windows XP, AntiVirus software (Norton, McAfee, Trend Micro), email software, and

Microsoft Access (version 2002 or greater).

The Contractor must ensure that the computer equipment and Handheld/PDA units are inspected and cleaned on a quarterly basis, or as needed. This includes updating operating systems with security patches, loading system updates, and cleaning the interior of the computer work station. All Handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. Worn items shall be immediately reported to SANBAG.

All workstations and Handheld/PDA's must be kept in a secure location. During non-FSP operational hours, Handhelds/PDA's shall not be left in a tow vehicle. All Handhelds/PDA's must be connected to a battery charger in the secure workstation area during non-FSP operational hours.

The Contractor will also be required to install a remote access software that will allow for database file sharing. The work station shall be on at all times so that SANBAG staff can access database files.

The contractor shall review data input from the handhelds/PDAs at least once a week. Data shall be reviewed using the pre-defined reports created in Mircrosoft Access on the workstation computer. The contractor shall review data for accuracy, and ensure that any errors and/or edits to the data are documented and forwarded to SANBAG for review.

The Contractor shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the submittal form.

The Contractor shall allow SANBAG staff or its representative access to all SANBAG purchased equipment (i.e the workstation and/or handheld/PDA units) at anytime.

F. Vehicle Operators:

All potential vehicle operators shall be required to have a safe

driving record and current Class C driver's license. All vehicle operators shall be 18 years of age or older. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential vehicle operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. Any certified driver from other FSP areas will be evaluated on a case by case basis. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties.

Vehicle operators shall be required to inform the CHP Communications Center at any time he/she leaves the assigned beat for more than 10 minutes. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The vehicle operator shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown. The Freeway Service Patrol vehicle operator shall be required to complete assist records for each incident.

The CHP, Caltrans, and SANBAG maintain strict drug and alcohol policies. Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy, and an employee alcohol/drug-testing program. Any Freeway Service Patrol vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement driver for that vehicle.

The Contractor shall also be an active participant in the DMV Pull Notice Program.

If a vehicle operator is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the Contractor shall permanently remove that vehicle operator from duties under the FSP program. If a vehicle operator is charged with any of the

above crimes, the Contractor shall immediately suspend that vehicle operator from duties under this program pending the outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, the SANBAG retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program.

All vehicle operators, including back-up drivers, shall be required at Contractor's expense to complete the CHP two-day training program which costs up to $50.00 per driver. Contractors shall pay all Freeway Service Patrol operators and back-up drivers for attending the training. No driver will be allowed to begin patrolling without attending the mandatory training classes. Any vehicle operator who is found on patrol without completing the mandatory training classes may be prohibited from further Freeway Service Patrol service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be scheduled during non-Freeway Service Patrol hours. A minimum of eight (8) hours refresher training per year shall be required (at Contractor's expense).

Vehicle operators will be required to utilize a Handheld/PDA to input information about each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Vehicle operators will be trained on using Handheld/PDA units to enter data using SANBAG data collection software, and using a Handheld/PDA unit to communicate with CHP staff while in the field.

G. Operator Equipment:

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, shoes, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have two-way zip front with heavy duty brass zipper. Coverall or shirt sleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The

length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately 1 inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. H.D. Lee Company style No. 018-3041 (Navy Blue) or Commercial Uniform Co. style No. 201 (Navy Blue) or equal. All main seams shall be at least double stitched with good quality thread.
Shirts or coveralls shall have one or two chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.

The first initial of the first name and full last name shall be sewn above the right chest pocket so that it shall be clearly visible with the collar open. Letters shall not exceed ½ inch. A detachable metal nameplate may be worn in place of the embroidered name at the Contractor's option.

A safety vest with reflective white stripes shall be worn. The safety vest shall be lime-green in color. A small Freeway Service Patrol logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform. A large Freeway Service Patrol logo (patch) shall be sewn across the middle portion of the back of each safety vest. The name of the vehicle operator shall be displayed on the front of the safety vest over the right front pocket of the uniform. The safety vests and Freeway Service Patrol logos (patches) will be provided by SANBAG.

All Freeway Service Patrol vehicle operators shall wear general duty black work boots with protective steel toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/jumpsuit. A navy blue jacket may also be worn at the Contractor's option, if it meets all the uniform specifications.

Rain gear shall be waterproofed material, yellow in color. Reflective 2" white tape shall be applied to both sleeve cuffs and both leg cuffs and across the upper back.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" shoulder patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A picture of the uniform is provided in Attachment "A", FSP Uniform Requirements.

H. Local Office:

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's beat(s) hours of operation. Through the Proposal document shown in Attachment "B", Contractor Representative Form, the Contractor shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the Contractor. The office shall be established within close proximity to the Contractor's beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. Also note on page 8, Section 4.4C, a backup vehicle must be available within a 45 minute request of the beat area. This requirement may also determine if the local office is close enough to satisfy the requirements under this section as well.

The Contractor shall also provide **telephone and fax service, and email** through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the Contractor can be contacted during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. A **fax machine and an email address** shall be provided for noticing purposes.

Freeway Service Patrol

San Bernardino FSP
Existing & Proposed Beat Locations
July 2006

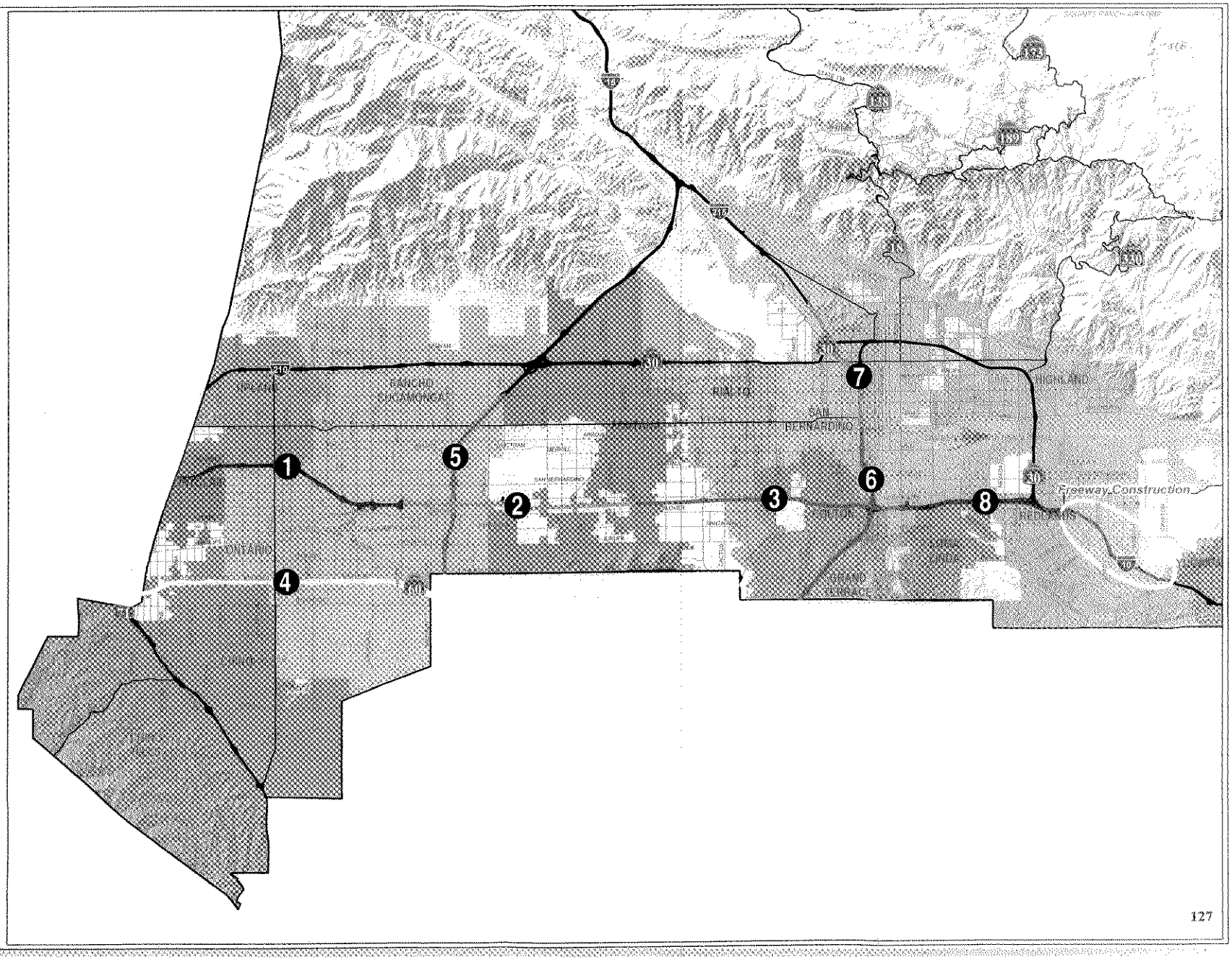
Legend

FSP Beats

1. I-10 LA Co. Line to Haven
2. I-10 Haven to Sierra
3. I-10 Sierra to Waterman
4. I-15 Riv. Co. Line to Baseline
5. SR-60 LA Co. Line to Milliken (New)
6. I-215 Riv. Co. Line to 2nd (New)
7. I-215 2nd to University
8. I-10 Waterman to Orange

Freeways/Highways
Major Roads
County Boundary

0 1.25 2.5 5 Miles



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: **11**

Date: August 2, 2006

Subject: Award of Contract No. 06-055 for Construction of San Bernardino Valley Coordinated Traffic Signal System Program – Tier 1

Recommendation:* 1. Approve Contract No. 06-055 with Steiny and Company, Inc. for construction of San Bernardino Valley Coordinated Traffic Signal System Program – Tier 1 in the amount of $1,694,853, as detailed in the Financial Impact Section.

2. Approve amendment to increase Task No. 70107000, Valley Signal Coordination Program, in the amount of $617,753 to be funded by Congestion Mitigation and Air Quality funds set aside for the Valley Signal Coordination Program, as detailed in the Financial Impact Section.

Background: **This is a new contract awarded based on the competitive low bid process, as such conflict of interest is not applicable.** SANBAG opened bids for Tier 1 of the San Bernardino Valley Coordinated Traffic Signal System Program June 11, 2006. Tier 1 generally entails the coordination of approximately 300 signals on arterials parallel to and connecting to the I-10 and SR-60 freeways in the valley region of San Bernardino County (refer to attached figure for signal locations). The work comprises the installation of traffic signal interconnect systems, connecting various traffic signals to existing fiber optic systems, and appurtenant work at various signal locations in the program. The engineer's construction cost estimate for Tier 1 is approximately $1.2 million. The Tier 1 project is estimated at $1.3 million when supplemental items and 10% contingency are added to the base engineer's estimate.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0608c-abz
Attachments: A06055, A06055CSS
70107000

SANBAG received three bids for the Tier 1 project. The three bidders were:

Steiny and Company	$1,537,866
Terno, Inc.	$1,739,089
Republic Electric	$1,777,200

The low bid submitted by Steiny and Company is approximately 27% higher than the engineer's estimate. The low bid is not inclusive of supplemental items and contingency costs. The total award amount of $1,694,853 includes the bid items, supplemental items, and contingency funds. A breakdown of these costs is included as an attachment to contract 06-055. Staff has reviewed the low bid and has concluded that the bid is responsive and Steiny and Company is a responsible contractor.

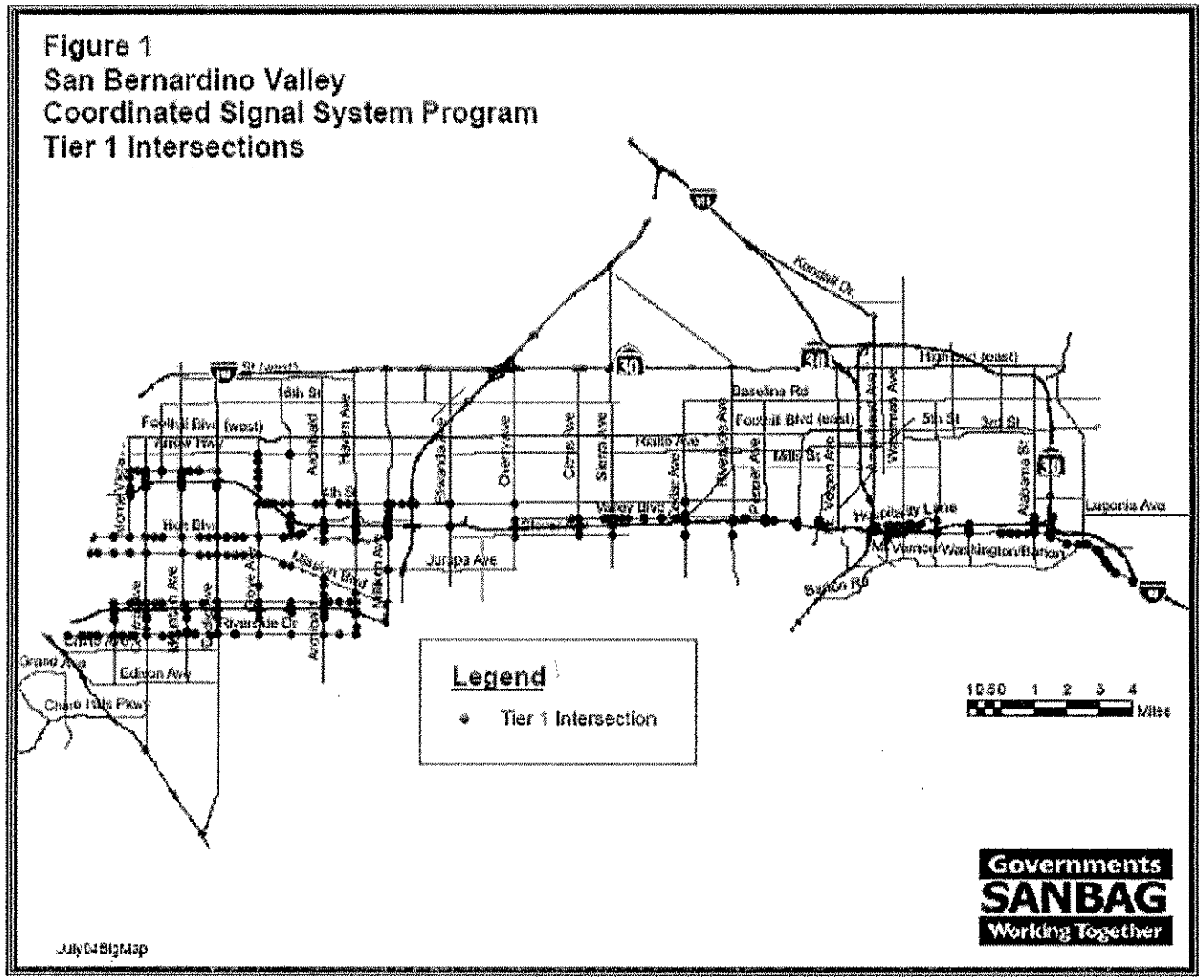
Financial Impact: The financial impact of this item is $1,694,853, which is not consistent with the 2006/07 SANBAG Budget.

A budget amendment is requested to increase the amount of Task No. 70107000, Valley Signal Coordination Program, by $617,753. This will be funded by Congestion Mitigation and Air Quality (CMAQ) funds set aside for the Valley Signal Coordination Program. It should be noted that Caltrans is in the process of preparing a contribution agreement for the contribution of $1.5M in SHOPP funds for the construction of Tiers 1 and 2, which will eventually allow replacement of some CMAQ funds on these projects. TN 7010700, 701C6055

Reviewed By: This item has been submitted for review by Counsel. This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

Responsible Staff: Andrea Zureick, Senior Transportation Analyst
Ty Schuiling, Director of Planning and Programming

brd0608c-abz
Attachments: A06055, A06055CSS
70107000



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Attachments: A06055, A06055CSS
70107000

San Bernardino Valley Coordinated Traffic Signal System Program – Tier 1

Steiny and Company, Inc.	$1,537,866
Contingeny (10%)	$153,787
Trainees	$3,200
Estimated Project Total	**$1,694,853**

brd0608c-abz
Attachments: A06055, A06055CSS
70107000

SANBAG Contract No. 06-055

by and between

San Bernardino Associated Governments

and

Steiny and Company, Inc.

for

San Bernardino Valley Coordinated Traffic Signal System Program – Tier 1

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # _____ Vendor ID _____	Retention: ☒ Yes 10 % ☐ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 1,537,866	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
		Current Amendment:	$ _____
Contingency Amount:	$ 156,987	Current Amendment Contingency:	$ _____

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

Contract TOTAL ➔ $ 1,694,853

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
701C6055	6010	CMAQ	0255	$ 1,694,853
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: 8/2/06 Contract Start: 8/14/06 Contract End: 3/14/08

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

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: 06/07 $ 1,194,853	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 500,000

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

If yes, which Task includes budget authority? _____

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**

Andrea Zureick 7/24/06

Task Manager Signature Date Contract Manager Signature Date

[signature] 7/24/06

Chief Financial Officer Signature Date

Filename: A06055CSS

Form 28 06/06

SAN BERNARDINO ASSOCIATED GOVERNMENTS
San Bernardino Valley
Coordinated Traffic Signal System – Tier 1
In San Bernardino County
Contract No.: 06-055
Bid Opening: July 11, 2006

THIS AGREEMENT, made and concluded, in duplicate, August 2, 2006 between the San Bernardino Associated Governments (referred to hereinafter as "SANBAG"), and

Steiny and Company, Inc. (refered to hereinafter as "Contractor").

ARTICLE 1.—WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by SANBAG, and under the conditions expressed in the Performance Bond and Payment Bond, bearing even date with these present, and hereunto annexed, the said Contractor agrees with SANBAG, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by SANBAG, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of SANBAG, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with California Department of Transportation Standard Plans, dated July 2004, and safety related portions, dated July 2004, the Standard Specifications, dated July 1999, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Project Plans dated February 21, 2006 (Coordinated Traffic Signal System – Tier 1) and Special Provisions dated June 2, 2006 for the work to be done are entitled

INSTALLATION OF TRAFFIC SIGNAL INTERCONNECT
San Bernardino Valley
COORDINATED TRAFFIC SIGNAL SYSTEM – TIER 1
In San Bernardino County

ARTICLE II.—SANBAG hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide materials to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.—The State general prevailing wage rates most current edition at the date of the bid opening are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.—By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.— Contractor agrees to receive and accept the following prices as full compensation for (1) furnishing all materials and for doing all the work contemplated and embraced in this agreement; (2) all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by SANBAG, and for all risks of every description connected with the work; (3) all expenses incurred by or in consequence of the suspension or discontinuance of work and (4) well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

BID LIST

Item No.	Description	Plan Sheet	Estimated Quantity	Unit	Unit Price ($)	Amount ($)
1.	Traffic Control		1	LS	35,000.00	35,000.00
City of Chino						
2.	Install Wireless Ethernet System, Replace Controller Unit (Philadelphia/Ramona)	3	1	LS	10,000.00	10,000.00
3.	Install Wireless Ethernet System, Modify Controller (Philadelphia/Monte Vista)	3	1	LS	11,000.00	11,000.00
4.	Install Wireless Ethernet System, Modify Controller (Philadelphia/Telephone)	4	1	LS	9,000.00	9,000.00
5.	Install Wireless Ethernet System & 19.2 Baud Modem (Philadelphia/Central)	4	1	LS	5,000.00	5,000.00
6.	Install Wireless Ethernet System, Replace Controller Unit, Install Telemetry (Philadelphia/Benson)	5	1	LS	10,000.00	10,000.00
7.	Install Econolite Master Controller and Telemetry at Chino City Hall	6	1	LS	7,000.00	7,000.00
8.	Install Spread Spectrum System, Upgrade ASC Program, Install Telemetry (Riverside/Ramona)	6	1	LS	10,000.00	10,000.00
9.	Replace Controller Unit, Install Telemetry (Riverside/Yorba)	7	1	LS	6,000.00	6,000.00
10.	Install Spread Spectrum System, Upgrade ASC Program, Install Telemetry & 19.2 Baud Modem (Riverside/Mountain)	8	1	LS	9,000.00	9,000.00
11.	Install Spread Spectrum System, Upgrade ASC Program, Install Telemetry (Riverside/Cypress)	8	1	LS	8,000.00	8,000.00
City of Colton						
12.	Install Spread Spectrum System, Replace Controller Unit (Valley/Wildrose)	10	1	LS	8,000.00	8,000.00
13.	Install Spread Spectrum System (Valley/Pepper)	10	1	LS	5,000.00	5,000.00
14.	Install Spread Spectrum System, Replace Controller Unit (Valley/Rancho)	10	1	LS	9,000.00	9,000.00
15.	Install Spread Spectrum System (Valley/3rd)	10	1	LS	5,000.00	5,000.00
16.	Install Spread Spectrum System & Telephone Service, Remove Microwave Antenna (Valley/La Cadena)	10	1	LS	12,000.00	12,000.00
17.	Install Spread Spectrum System, Remove Microwave Antenna & Interface Unit (Valley/9th)	10	1	LS	5,000.00	5,000.00
18.	Replace Controller Unit and install modem (La Cadena/G)	10	1	LS	4,000.00	4,000.00
City of Loma Linda						
19.	Install Telephone Service & Model 170E Master (Mountain View/Business Center)	12	1	LS	15,000.00	15,000.00
20.	Install Model 400 Modem/C2 Connector (Mountain View/Redlands)	12	1	LS	1,000.00	1,000.00
City of Montclair						
21.	Install Time Source Receiver/Antenna at Montclair City Hall	14	1	LS	4,000.00	4,000.00
22.	Replace Controller Assembly (Central/Arrow)	14	1	LS	12,000.00	12,000.00

Item No.	Description	Plan Sheet	Estimated Quantity	Unit	Unit Price ($)	Amount ($)
23.	Install Spread Spectrum System (Central/Holt)	15	1	LS	5,000.00	5,000.00
24.	Install Spread Spectrum System (Mission/Ramona)	15	1	LS	6,000.00	6,000.00
City of Rancho Cucamonga						
25.	Replace Controller Unit, Install Telemetry, Connect SIC (4th/Golden Oak)	17	1	LS	33,000.00	33,000.00
26.	Install Spread Spectrum System, Replace Controller Assembly, Connect SIC (4th/Archibald)	17	1	LS	40,000.00	40,000.00
27.	Install Spread Spectrum System (4th/Turner/Hermosa)	17	1	LS	6,000.00	6,000.00
28.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Grove/Arrow)	18	1	LS	40,000.00	40,000.00
29.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Grove/9th)	18	1	LS	40,000.00	40,000.00
30.	Install Spread Spectrum System, Replace Econolite Master (Arrow Route/Vineyard)	18	1	LS	12,000.00	12,000.00
City of Redlands						
31.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Redlands/California)	20	1	LS	10,000.00	10,000.00
32.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Redlands/New Jersey)	20	1	LS	9,000.00	9,000.00
33.	Replace Controller Unit, Install Telemetry (Redlands/Nevada)	20	1	LS	4,000.00	4,000.00
34.	Replace Controller Unit, Install Telemetry (Redlands/Iowa)	20	1	LS	4,000.00	4,000.00
35.	Install Spread Spectrum System, Telephone Service & Telemetry, Replace Local/Master Controller Unit (Redlands/Alabama)	20	1	LS	18,000.00	18,000.00
36.	Replace Controller Unit, Install Telemetry (Alabama/Industrial Park)	20	1	LS	5,000.00	5,000.00
37.	Replace Controller Unit, Install Telemetry (Alabama/Lugonia)	20	1	LS	5,000.00	5,000.00
38.	Install 12 Pair #20 SIC (Alabama/Redlands-I-10 W/B)	20	2,000	LF	3.10	6,200.00
39.	Replace Controller Unit, Install Telemetry (Colton/Industrial Park)	21	1	LS	5,000.00	5,000.00
40.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Tennessee/Lugonia)	21	1	LS	9,000.00	9,000.00
41.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Tennessee/Colton)	21	1	LS	10,000.00	10,000.00
42.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Redlands/Tennessee)	21	1	LS	12,000.00	12,000.00
43.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Redlands/Texas)	22	1	LS	10,000.00	10,000.00
44.	Replace Controller Unit, Install Telemetry (Redlands/Eureka)	22	1	LS	4,000.00	4,000.00
45.	Install Spread Spectrum System (Redlands/3rd)	22	1	LS	6,000.00	6,000.00
46.	Replace Controller Unit, Install Telemetry (Redlands/Orange)	22	1	LS	8,000.00	8,000.00
47.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Redlands/6th)	22	1	LS	10,000.00	10,000.00
48.	Install Spread Spectrum System, Telephone Service, Eagle Local/Master Controller Unit & Telemetry (Redlands/Citrus)	23	1	LS	23,000.00	23,000.00

Item No.	Description	Plan Sheet	Estimated Quantity	Unit	Unit Price ($)	Amount ($)
49.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Redlands/Fern)	23	1	LS	9,000.00	9,000.00
50.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Redlands/Cypress)	24	1	LS	9,000.00	9,000.00
51.	Replace Controller Unit, Install Telemetry (Redlands/Shopping Center)	24	1	LS	5,000.00	5,000.00
52.	Replace Controller Unit, Install Telemetry (Redlands/Palm)	24	1	LS	5,000.00	5,000.00
53.	Install Spread Spectrum System, Replace Controller Unit, Install Telemetry (Redlands/Highland)	24	1	LS	9,000.00	9,000.00
City of Rialto						
54.	Install Spread Spectrum System (Riverside/Slover and Riverside/Gateway)	26	1	LS	8,000.00	8,000.00
City of San Bernardino						
55.	Install Spread Spectrum System, Replace Controller Unit (Hospitality/E)	28	1	LS	9,000.00	9,000.00
56.	Install Spread Spectrum System, Replace Controller Unit (Hospitality/Commercenter E)	28	1	LS	9,000.00	9,000.00
57.	Install Spread Spectrum System (Waterman/Hospitality)	28	1	LS	6,000.00	6,000.00
58.	Replace Controller Unit (Hospitality/Circuit City)	28	1	LS	4,000.00	4,000.00
59.	Replace Local & Master Controller Units, Install Short Haul Modems (Hospitality/Home Depot)	28	1	LS	10,000.00	10,000.00
60.	Replace Controller Unit (Hospitality/Harriman)	28	1	LS	4,000.00	4,000.00
61.	Replace Local & Master Controller Units (Waterman/Redlands)	28	1	LS	9,000.00	9,000.00
62.	Install 12-Pair #20 SIC (Redlands/Waterman/Hospitality)	28, 47	3,200	LF	5.20	16,640.00
63.	Replace Controller Unit (Hospitality/Hunts)	29	1	LS	4,000.00	4,000.00
64.	Install Spread Spectrum System, Replace Controller Unit (Hospitality/Commercenter W)	29	1	LS	12,000.00	12,000.00
65.	Replace Controller Unit, Install 1.5" Interconnect Conduit & 6-Pair #22 SIC (Redlands/Club)	30	1	LS	20,000.00	20,000.00
66.	Replace Controller Unit (Redlands/Hunts)	30	1	LS	4,000.00	4,000.00
67.	Replace Controller Unit (Hunts/Club Center)	30	1	LS	4,000.00	4,000.00
County of San Bernardino						
68.	Install Spread Spectrum System (Mission/Roswell)	32	1	LS	500.00	500.00
69.	Install Spread Spectrum System, Replace Controller Assembly (Mission/Pipeline)	32	1	LS	13,000.00	13,000.00
70.	Install Spread Spectrum System, Replace Controller Assembly (Mission/Monte Vista)	33	1	LS	7,000.00	7,000.00
71.	Install Spread Spectrum System, Replace Controller Unit (Mission/Central)	33	1	LS	14,000.00	14,000.00
72.	Install Spread Spectrum System, Modify Controller (Riverside/Reservoir)	34	1	LS	10,000.00	10,000.00
73.	Install Spread Spectrum System, Modify Controller (Riverside/East End)	34	1	LS	10,000.00	10,000.00

Item No.	Description	Plan Sheet	Estimated Quantity	Unit	Unit Price ($)	Amount ($)
74.	Install Spread Spectrum System, Replace Controller Unit (Riverside/Roswell)	35	1	LS	26,000.00	26,000.00
75.	Install Spread Spectrum System, Replace Controller Assembly (Riverside/Pipeline)	35	1	LS	29,000.00	29,000.00
76.	Install 19.2 Baud Modem/Telemetry Module (4th/San Bernardino/ Etiwanda)	36	1	LS	850.00	850.00
77	Install 19.2 Baud Modem/Telemetry Module (San Bernardino/Transportation)	36	1	LS	850.00	850.00
78.	Install Spread Spectrum System (San Bernardino/Kaiser)	36	1	LS	2,000.00	2,000.00
79.	Install 19.2 Baud Modem/Telemetry Module (Valley/Etiwanda)	36	1	LS	850.00	850.00
80.	Install 19.2 Baud Modem/Telemetry Module (Valley/Logistics)	36	1	LS	~~850.00~~ ~~1,000.~~	~~850.00~~ ~~1,000.00~~
81.	Install Spread Spectrum System (Valley/Nexus)	36	1	LS	6,000.00 ~~32,000.00~~	6,000.00 ~~32,000.00~~
82.	Install Spread Spectrum System, Replace Controller Unit, Install Econolite Master, Telemetry & Telephone Service (Valley/Calabash)	36	1	LS	38,000.00 ~~5,000.00~~	38,000.00 ~~5,000.00~~
83.	Install Spread Spectrum System (San Bernardino/ Commerce)	37	1	LS	5,000.00 ~~45,000.00~~	5,000.00 ~~45,000.00~~
84.	Install Spread Spectrum System, Replace Controller Assembly, Install Econolite Master, Telemetry & Telephone Service (San Bernardino/Cherry)	37	1	LS	45,000.00	45,000.00
85.	Install 19.2 Baud Modem/Telemetry Module (Valley/Bel-Air Pedestrian Signal)	38	1	LS	9,000.00	9,000.00
86.	Install Spread Spectrum System (Valley/Alder)	38	1	LS	6,000.00	6,000.00
87.	Install Spread Spectrum System/Econolite Master/Telemetry (Valley/Locust)	38	1	LS	11,000.00	11,000.00
88.	Install Spread Spectrum System (Valley/Linden)	38	1	LS	6,000.00	6,000.00
89.	Modify Spread Spectrum System, Replace Controller Unit & Dial-up Modem, Install Econolite Master & Telemetry (Cedar/San Bernardino)	39	1	LS	35,000.00	35,000.00
90.	Remove Spread Spectrum System, Replace Controller Unit, Install Telemetry & Modem (Cedar/Bloomington)	39	1	LS	2,000.00	2,000.00
91.	Install 1.5" Interconnect Conduit (Cedar S. of Bloomington)	39	280	LF	32.50	9,100.00
92.	Install 12-Pair #19 SIC (Cedar, Bloomington to Valley)	39	700	LF	4.15	2,905.00
93.	Modify Spread Spectrum System, Replace Controller Unit, Install Telemetry & Modem (Cedar/Valley)	39	1	LS	6,000.00	6,000.00
94.	Modify Spread Spectrum System, Replace Controller Unit, Install Telemetry & Modem (Cedar/Slover)	39	1	LS	6,000.00	6,000.00
95.	Replace Controller Unit, Install Telemetry & Modem (Cedar/Orange)	39	1	LS	1,250.00	1,250.00
Caltrans						
96.	Modify Traffic Signal (Route 10 W/B Ramps/Monte Vista)	41	1	LS	24,000.00	24,000.00
97.	Modify Traffic Signal (Route 10 E/B Ramps/Central)	42	1	LS	19,000.00	19,000.00
98.	Install 12-Pair #19 SIC (Central/Costco to Montclair Plaza)	42	1500	LF	3.50	5,250.00
99.	Modify Traffic Signal (Route 10 E/B Ramps/Mountain)	43	1	LS	14,000.00	14,000.00

Item No.	Description	Plan Sheet	Estimated Quantity	Unit	Unit Price ($)	Amount ($)
100.	Modify Traffic Signal, Including Interconnect Conduit & Cable to 6th St (Route 10 E/B Ramps/Euclid)	43	1	LS	23,000.00	23,000.00
101.	Modify Traffic Signal (Route 10 E/B & W/B Ramps/4th)	44, 45	1	LS	81,000.00	81,000.00
102.	Modify Traffic Signal (Route 10 W/B Ramps/Vineyard)	46	1	LS	1,500.00	1,500.00
103.	Install ~~Fiber Optic Modem~~ Ethernet Fiber Switch & Serial Converter (Route 10 at Milliken, Etiwanda & Sierra)	46	~~6~~ 3	EA	9,000.00	27,000.00
103a.	Install Airlink Wireless Modem	46, 48, 50	18	EA	1,500.00	27,000.00
103b.	Install Model 170E Master Controller Unit	46, 48	10	EA	200.00	2,000.00
103c.	Install Ethernet Fiber Switch & Six (6) Fiber Jumpers (Hub 'C')	46	1	LS	7,000.00	7,000.00
103d.	Install Eight (8) Fiber Jumpers (Hub 'D')	46	1	LS	750.00	750.00
103e.	Install Ethernet Fiber Switch in TOS Cabinet	46, 50	4	EA	7,000.00	28,000.00
103f.	Install Ethernet Fiber Switch (Caltrans TMC)	46	1	EA	7,000.00	7,000.00
104.	Install Model 400 Modem (Route 10 E/B Ramp/Redlands/ Club Center)	47	1	EA	6,000.00	6,000.00
105.	Modify Traffic Signal (Route 10 W/B Ramps/Hospitality/ Carnegie)	47	1	LS	22,000.00	22,000.00
~~106.~~	~~Install Telephone Service & Model 170E Master (Route 10 W/B Ramps/Alabama)~~	~~48~~	~~4~~	~~LS~~	Ø	Ø
~~107.~~	~~Install Telephone Service & Model 170E Master (Route 10 E/B Ramps/Tennessee)~~	~~48~~	~~4~~	~~LS~~	Ø	Ø
~~108.~~	~~Install Telephone Service & Model 170E Master (Route 10 E/B W/B Ramps/Redlands/Ford)~~	~~48~~	~~4~~	~~LS~~	Ø	Ø
109.	Install ~~Telephone Service~~ Spread Spectrum System, Replace Controller Assembly (Euclid/Mission)	49	1	LS	13,000.00	13,000.00
110.	Modify Traffic Signal (Route 60 E/B Ramps/Ramona)	50	1	LS	16,000.00	16,000.00
111.	Modify Traffic Signal (Route 60 E/B Ramps/Grove)	50	1	LS	30,000.00	30,000.00
112.	Modify Traffic Signals Including Interconnect Conduit & Cable to Philadelphia St (Route 60 E/B-W/B Ramps/Euclid/Philadelphia)	51	1	LS	71,371.00	71,371.00
113.	Install ~~Telephone Service~~ Spread Spectrum System (Euclid/Riverside)	52	1	LS	5,000.00	5,000.00
114.	Install ~~Telephone Service~~ Spread Spectrum System, Replace Controller Assembly (Euclid/Walnut)	52	1	LS	10,000.00	10,000.00
115.	Modify Traffic Signal (Route 60 W/B Ramps/Vineyard)	53	1	LS	13,000.00	13,000.00
116.	Modify Traffic Signal (Route 60 E/B Ramps/Archibald)	53	1	LS	16,000.00	16,000.00
117.	Modify Traffic Signal (Route 60 E/B-W/B Ramps/Milliken)	54	1	LS	37,000.00	37,000.00
~~118.~~	~~Install Model 170E Master and Hayes 2400 Baud Modem(Route 15 N/B Ramps/4th)~~	~~-~~	~~4~~	~~LS~~	Ø	Ø
~~119.~~	~~Furnish Only RS 232 Direct Connect Data Card (Newbridge #90-0042-03 or Approved Equal)~~	~~-~~	~~3~~	~~EA~~	Ø	Ø
~~120.~~	~~Furnish Only RS 232 Distribution Panel (Newbridge #90-0350-01 or Approved Equal)~~	~~-~~	~~3~~	~~EA~~	Ø	Ø

Item No.	Description	Plan Sheet	Estimated Quantity	Unit	Unit Price ($)	Amount ($)
Other						
121	Furnish Trailer for Construction Field Office	–	1	LS		33,000.00

TOTAL $1,537,866.00

ARTICLE VI.—The undersigned agrees to complete the work within the time period as stipulated in Section 4 of the Special Provisions.

ARTICLE VII.—The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications.

ARTICLE VIII

Indemnification - The Contractor agrees to indemnify, defend and hold harmless SANBAG, the State of California, City of Chino, City of Colton, City of Loma Linda, City of Montclair, City of Rancho Cucamonga, City of Redlands, City of Rialto, City of San Bernardino, County of San Bernardino, Fluor Corporation, and their authorized offices, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts errors or omissions of any person and for any costs or expenses incurred by SANBAG, the State of California, City of Chino, City of Colton, City of Loma Linda, City of Montclair, City of Rancho Cucamonga, City of Redlands, City of Rialto, City of San Bernardino, County of San Bernardino, Fluor Corporation, and their authorized officers, employees, agents and volunteers on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE IX

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to SANBAG as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by SANBAG. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to SANBAG through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of B++ or better

Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

(a) $1,000,000 for each accident for bodily injury by accident.
(b) $1,000,000 policy limit for bodily injury by disease.
(c) $1,000,000 for each employee for bodily injury by disease.

Liability Insurance – The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

(a) premises, operations and mobile equipment.
(b) products and completed operations.
(c) broad form property damage (including completed operations).
(d) explosion, collapse and underground hazards.
(e) personal injury.
(f) contractual liability.

Liability Limits/Additional Insureds - The limits of liability shall be at least:

(a) $1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
(b) $2,000,000 aggregate for products-completed operations.
(c) $2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
(d) $5,000,000 umbrella or excess liability. For projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

SANBAG, the State of California, City of Chino, City of Colton, City of Loma Linda, City of Montclair, City of Rancho Cucamonga, City of Redlands, City of Rialto, City of San Bernardino, County of San Bernardino, Fluor Corporation, and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

(1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
(2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
(3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by SANBAG will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Automotive Liability Insurance – The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Article IX "Liability Limits/Additional Insureds," shall also apply to automobile liability.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against SANBAG, the State of California, City of Chino, City of Colton, City of Loma Linda, City of Montclair, City of Rancho Cucamonga, City of Redlands, City of Rialto, City of San Bernardino, County of San Bernardino, Fluor Corporation, and their authorized officers, employees, agents and volunteers, contractors and subcontractors.

Policy Forms, Endorsements and Certificates – The Contractor's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to SANBAG, including the required "additional insured" endorsements, shall be furnished by the Contractor to SANBAG at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days' prior written notice to SANBAG. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. SANBAG may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of SANBAG. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of SANBAG. Regardless of the allowance of exclusions or deductions by SANBAG, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to SANBAG is consistent with the requirements of this section.

Enforcement – SANBAG may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish SANBAG with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, SANBAG may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of SANBAG, but any acceptance of insurance certificates by SANBAG shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless SANBAG, the State of California, City of Chino, City of Colton, City of Loma Linda, City of Montclair, City of Rancho Cucamonga, City of Redlands, City of Rialto, City of San Bernardino, County of San Bernardino, Fluor Corporation, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude SANBAG from taking other actions as is available to it under any other provision of the contract or law. Failure of SANBAG to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Miscellaneous – Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE X.—The undersigned agrees to furnish SANBAG with a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of

the contract amount. These bonds shall be secured from a surety company or companies satisfactory to SANBAG and shall remain in force and effect for a period of one year following the date of filing of Notice of Completion.

ARTICLE XI.--If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article VIII, Indemnification.

ARTICLE XII.--The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

BY: _____
Dennis Hansberger
President, SANBAG Board of Directors

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

BY: _____
Jene-Rene Basle
SANBAG Counsel

DATE: _____

CONTRACTOR:

BY: _____

DATE: _____

Licensed in accordance with an act providing for registration of contractors,

_____
License No.

_____
Federal Employer Identification Number

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: 12

Date: August 2, 2006

Subject: City of Rancho Cucamonga Project Advancement Agreement

Recommendation:* Approve Project Advancement Cooperative Agreement C07025 with the City of Rancho Cucamonga for the Haven Grade Separation Project

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 Rancho Cucamonga has approved the attached Cooperative Agreement for the Haven Grade Separation project and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to $13,856,000 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 $13,856,000 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0608b-abz
Attachments: brd0512a-ty; C07025, C07025CSS
60907000

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410
Phone: (909) 884-8276 Fax: (909) 885-4407
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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 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

SANBAG Contract No. C07025

by and between

San Bernardino Transportation Authority

and

City of Rancho Cucamonga

for

Haven Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # _____ Vendor ID _____	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:	$ 13,856,000	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 ➔ $ 13,856,000

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: 8/2/2006 Contract Start: 8/2/2006 Contract End: TBD

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

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: _____ $ _____	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 13856,000

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

If yes, which Task includes budget authority? N/A Task to be Created

If no, has the budget amendment been submitted? ☐Yes ☒No To Be Submitted

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**

Andrea Zureick 7/13/06

Task Manager Signature Date Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: C07025CSS

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07025

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF RANCHO CUCAMONGA

FOR

HAVEN GRADE SEPARATION PROJECT

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 City of Rancho Cucamonga (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 Haven Grade Separation Project (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 $13,856,000. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be $13,856,000 per the Nexus Study.

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 City of Rancho Cucamonga.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $13,856,000

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 to 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: _____

City of Rancho Cucamonga

By: _____

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410
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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: **13**

Date: August 2, 2006

Subject: City of Yucaipa Project Advancement Agreement

Recommendation:* Approve Project Advancement Cooperative Agreement C07047 with the City of Yucaipa for the I-10 Oak Glen/Live Oak Interchange Project

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 Yucaipa has approved the attached Cooperative Agreement for the I-10 Oak Glen/Live Oak Interchange project and is requesting approval by the Authority. The agreement commits the Authority to reimbursement of up to $6,286,672 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 $6,286,672 in Measure I 2010-2040 revenues with the reimbursement schedule to be determined by the Measure I 2010-2040 Strategic Plan.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0608a-abz
Attachments: brd0512a-ty; C07047; C07047CSS
60907000

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Fl, San Bernardino, CA 92410
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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 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

SANBAG Contract No. C07047

by and between

San Bernardino Transportation Authority

and

City of Yucaipa

for

I-10 Oak Glen/Live Oak Interchange

FOR ACCOUNTING PURPOSES ONLY

☒ Payable	Vendor Contract # _____	Retention:	☒ Original
☐ Receivable	Vendor ID _____	☐ Yes _____ % ☒ No	☐ 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:	$ 6,286,672	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 → $ 6,286,672

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	8/2/2006	Contract Start: 8/2/2006	Contract End: TBD
New Amend. Approval (Board) Date:	_____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ $ _____	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$6,286,672

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

If yes, which Task includes budget authority? N/A Task to be Created

If no, has the budget amendment been submitted? ☐ Yes ☒ No To be Submitted

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

Andrea Zureick 7/13/06

Contract Manager Signature Date

Chief Financial Officer Signature Date 7/25/06

Filename: C07047CSS

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07047

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF YUCAIPA

FOR

I-10 OAK GLEN/LIVE OAK INTERCHANGE

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 City of Yucaipa (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 I-10 Oak Glen/Live Oak Interchange (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 $6,286,672 (63% of net cost). The SANBAG Nexus Study states an actual (estimated) cost of $18,403,246. 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 $8,424,401 in Traffic Congestion Relief Program funding from the actual cost as documented following the procedures outlined in SECTION II below.
    b. Multiply the result by the reimbursement percentage (63% from the SANBAG Development Mitigation Nexus Study, 2005).

    In the event that all or a portion of the Federal/State grant funds identified above are not available for application to this project, the reimbursement amount shall be recalculated to reflect the change in funding. In the event that additional Federal/State 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 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 City of Yucaipa.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $6,286,672 (as adjusted based on the availability of Federal/State 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 Yucaipa

By: _____

Date: _____

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: **14**

Date: August 2, 2006

Subject: State Route 138 Projects

Recommendation:* Note presentation regarding State Route 138 projects.

Background: Caltrans District 8 has several ongoing projects west of the I-15 on State Route 138 (SR-138) in various stages. On July 21, 2006, Dennis Green, Caltrans Construction Community Liaison Officer, gave a presentation to the SANBAG Mountain/Desert Committee on SR-138 Safety Improvements from I-15 to the San Bernardino/Los Angeles County Line, which includes the construction of truck climbing lanes from Beekley Road to west of Hess Road, and shoulder widening throughout the project limits.

Written materials provided at the meeting are included in this agenda item for information. (See Attached - SR 138 Safety Improvement Project Brochure)

Financial Impact: This item has no direct impact on the adopted SANBAG Budget. Staff activities associated with this item are consistent with the adopted SANBAG budget, Task No. 9410700, Mountain/Desert Planning and Project Development.

Reviewed By: This item was provided to the Mountain/Desert Committee on July 21, 2006.

Responsible Staff: Ryan Graham
Transportation Planning Specialist

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0608B-RPG.DOC
Attachment: BRD0608B1-RPG.TIF – SR 138 Safety Improvement Project Brochure

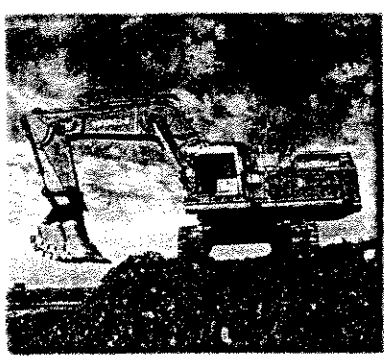
California Department of Transportation
District 8
464 West Fourth Street
San Bernardino, CA 92401-1400

SR 138 Safety Improvement Project

SR 138 is the lifeline for the communities of Wrightwood, Phelan, Piñon Hills, and Cajon Valley. Beginning in the spring of 2006, Caltrans will be making key safety improvements to this critical roadway.

CALIFORNIA 138

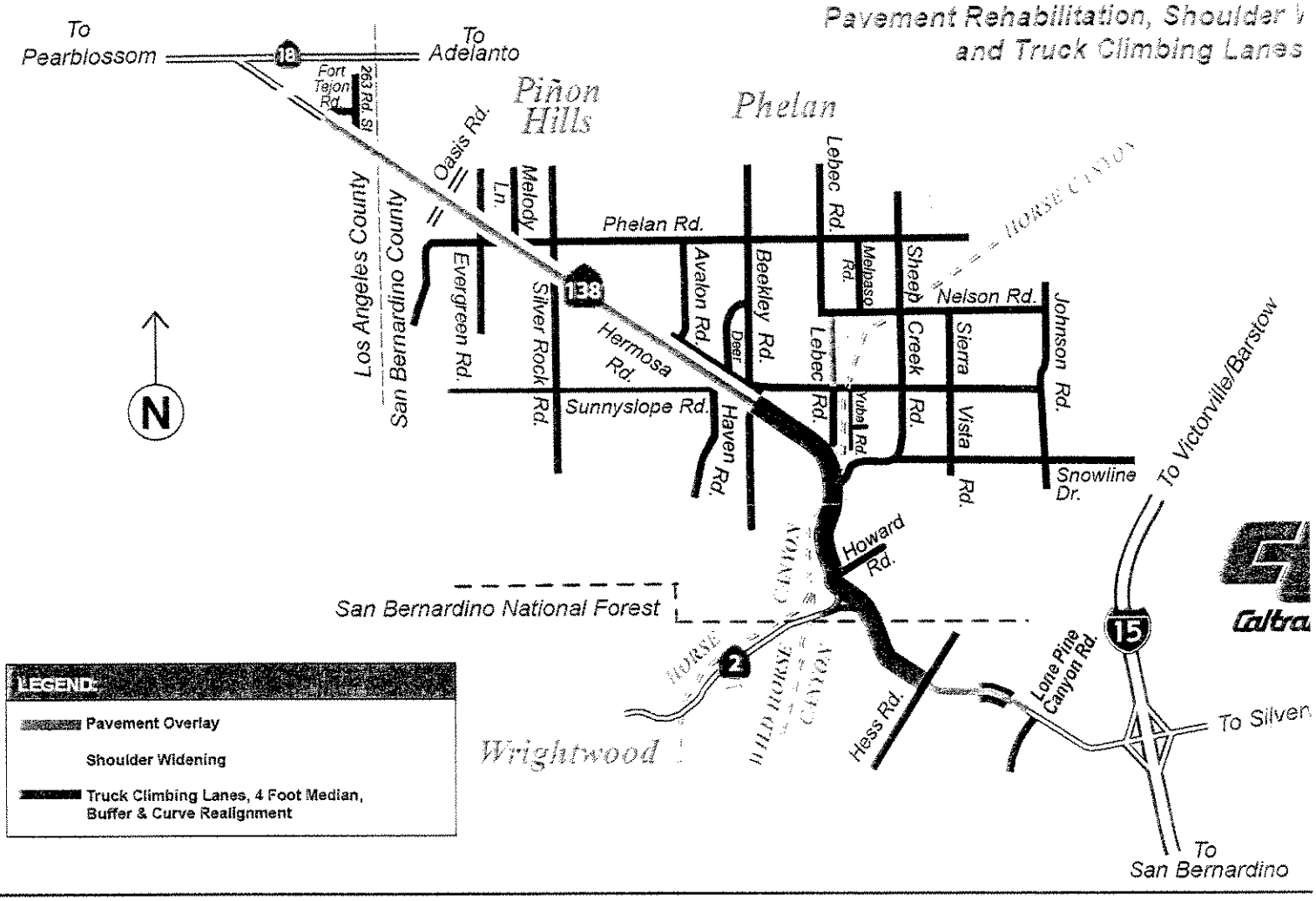
Project Purpose



The SR 138 Safety Improvement Project is intended to enhance the quality of life for the local communities. When the project is complete, traffic flow will be improved, as shoulders for disabled vehicles will alleviate bottlenecks. Motorist visibility will be improved with route widening, and congestion relief will be attained with the addition of truck climbing lanes. To accommodate left turns across the wider roadway, signals will be added at two key locations: SR 138 at Oasis, and SR 138 at Route 2.

State Route 138

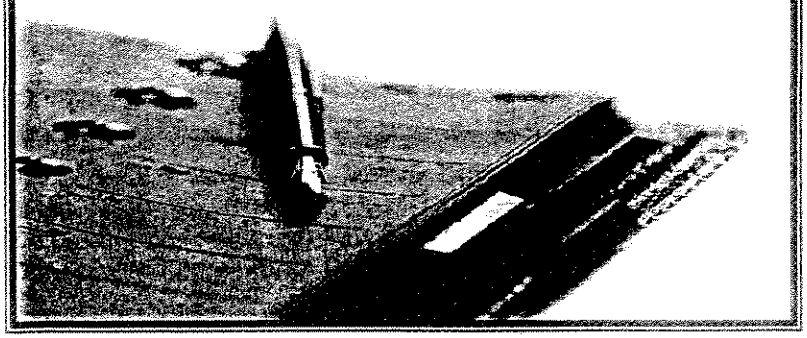
Pavement Rehabilitation, Shoulder W
and Truck Climbing Lanes



Major Closure Project Schedule

The project will take place over two years, starting in April 2006 and completion scheduled for Spring 2008. Major closures will be completed in 2 stages:

Stage 1: SR-138 from Beekley Road to SR-2
Summer, 2006



How will the Project Affect me?

To safely accommodate large earth-moving without risk to motorists, the project will require of SR 138 be closed during the summer constru for two consecutive summers. By doing this, Safety Project will:

Enhance safety for motorists and workers

Lessen impact on area schools

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Lake

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SR 138

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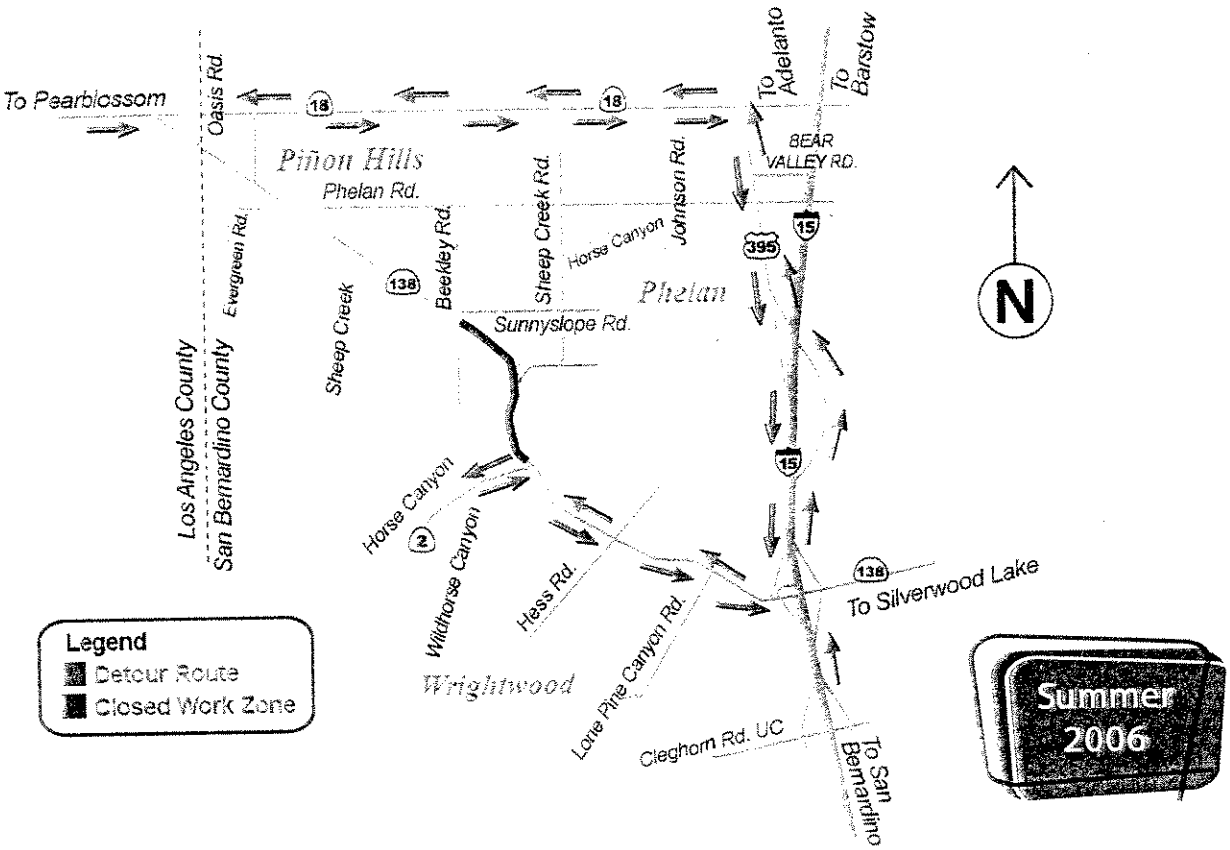
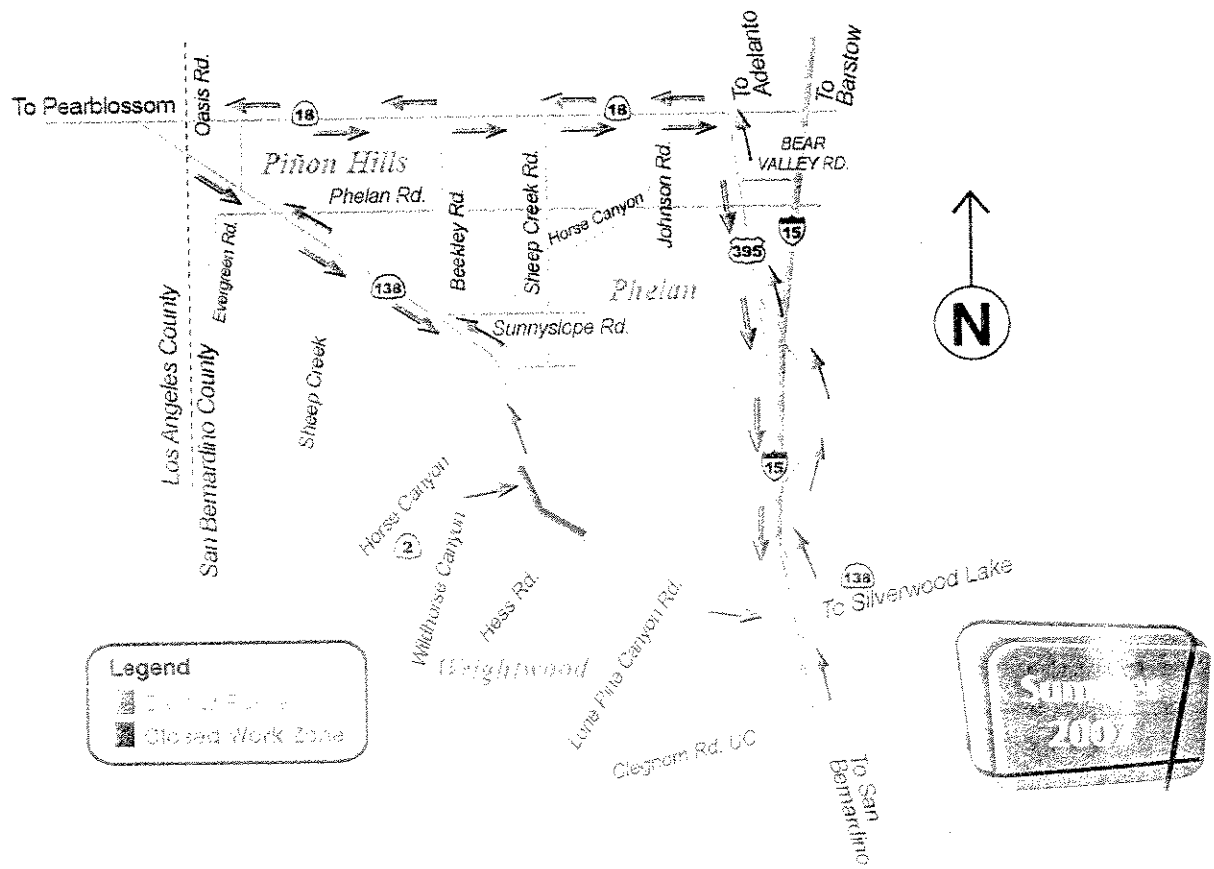
Getting Around

The maps below illustrate ways that residents and visitors can navigate construction during the major closure of SR 138.

STATE ROUTE 138 SAFETY IMPROVEMENT PROJECT — STAGE 1 DETOUR PLAN



STATE ROUTE 138 SAFETY IMPROVEMENT PROJECT — STAGE 2 DETOUR PLAN



Working Together to Make a Difference

Caltrans knows that a project of this magnitude can be tough for your communities. We are committed to working with schools, churches, community groups, residents, and businesses throughout the project to minimize inconveniences where possible.

Here are some of the ways we are already working together:

Safety Task Force:
Made up of a coalition of concerned citizens, local government representatives, law enforcement, emergency service providers, Caltrans staff and the contractor. The Safety Task force will tackle hands-on issues such as specific access concerns, business impacts, and detour routes.

Access through Construction Zone:
Regular Construction Schedule – Normal construction hours with flagging operations will be Monday through Thursday 8 AM – 3 PM, and Fridays 8 AM – 1 PM.

Major Closure Schedule (Summer '06 & Summer '07) – The contractor will provide daily 2-hour monitored access to motorists through the construction area from 5-7 AM, 6-8 PM, Monday through Friday. Provided the contractor is not working, there will be access during an 8-hour window, Saturdays 9 AM – 5 PM and Sundays from 7 AM – 3 PM.

Added Enforcement:
The California Highway Patrol will be stepping up its presence in the project area to ensure that traffic rules are followed.

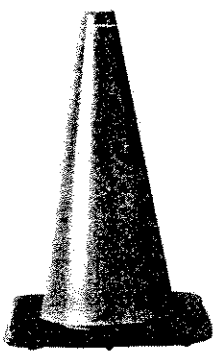
Closures Coordinated with Schools:
Caltrans has worked with the Snowline School District to begin the first closure after graduation, June 19. During the school year buses will have access through the construction site. Summer access will be coordinated with schools.

Emergency Vehicle Access:
Emergency personnel will have access to the construction site during non-work hours. During normal construction hours, emergency vehicles will have access through the site via pager contact with the contractor.

Business Roundtables:
Hosted by the local chambers of commerce, Caltrans will meet regularly with area businesses to address specific concerns regarding construction issues.

Construction Zone Driving Tips

Here are some safety tips to keep in mind during the SR 138 Safety Improvement Project:



- ✓ Obey all posted construction signs and flagmen
- ✓ Be aware of trucks merging
- ✓ Be courteous of construction workers and other drivers in a construction zone
- ✓ Leave extra time to reach your destination
- ✓ Check traffic conditions online before departing at the following website:

http://www.dot.ca.gov/dist8/tmc/webmap.htm

Remember to

"Slow for the Cone Zone"

and reduce your speed

How you can keep informed:

Visit our website at http://www.dot.ca.gov for up to the minute project information.

Call the Caltrans Hotline:

During normal business hours: (909) 383-4631
For after-hours information: (866) 383-4631

Caltrans

State of California Governor
ARNOLD SCHWARZENEGGER

Business, Transportation and Housing Agency Secretary
SUNNE WRIGHT McPEAK

California Department of Transportation Director
WILL KEMPTON

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: 15

Date: August 2, 2006

Subject: Victor Valley Area Transportation Study

Recommendation:* Accept status report on the progress of the Victor Valley Area Transportation Study. (2 Attachments)

Background: As part of the 2005/2006 budget, a new task No. 0640412 was approved for the development of a Victor Valley Area Transportation Study (VVATS). In 2005, an RFP was circulated for consultant support for the development of the Victor Valley Area Transportation Study, and the firm Kimley-Horn and Associates Inc., was selected as the prime consultant. The contract was approved by the Board of Directors at the December 7, 2005 meeting. The Victor Valley Area Transportation Study is anticipated to be a sixteen month project, beginning in January 2006 and estimated to be completed by June 2007. Part of the contract with Kimley-Horn requires that they provide regular status reports to the Mountain/Desert Committee. The first of four anticipated presentations to the Mountain/Desert Committee was provided on July 21, 2006.

VVATS is a cooperative planning effort with the Cities of Adelanto, Hesperia, Victorville, Town of Apple Valley, County of San Bernardino, and Caltrans to develop a long range transportation plan for the Victor Valley. The study will identify future transportation needs through an examination of existing land use and circulation elements of the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0608C-RPG.DOC
Attachments: BRD0608C1-RPG-pdf – Victor Valley Area Transportation Study Fact Sheet
BRD0608C2-RPG.tif – Corridor Preservation Strategies (11 pages)

contiguous jurisdictions in the Victor Valley; develop sizing of proposed facilities through modeling of forecasted travel; establish right of way requirements for major arterial and highway facilities; and provide a technical basis for policy decisions on prioritization of Measure I expenditures. Particular emphasis will be given to preservation of new corridor alignments. The plan will coordinate with and build upon recent and on-going transportation planning activities by local jurisdictions, SANBAG, Caltrans, and the Southern California Association of Governments.

J.D. Douglas, the Project Manager from Kimley-Horn, gave a presentation on the progress of VVATS at the July Mountain/Desert Committee meeting. The presentation included a discussion of the Existing Conditions Report that was submitted to staff in April 2006 and provided an introduction to the Right of Way Preservation Strategy that is currently being developed by the consultant team. Mr. Douglas also provided an overview of the study milestones and the deliverables that will be prepared as part of the study. A copy of the presentation is included as part of this agenda item.

Financial Impact: This item has no direct impact on the adopted SANBAG Budget. Staff activities associated with this item are consistent with the adopted SANBAG Budget, Task No. 94507000, Victor Valley Area Transportation Study.

Reviewed By: This item was presented to the Mountain/Desert Committee on July 21, 2006.

Responsible Staff: Ryan Graham, Transportation Planning Specialist

BRD0608C-RPG.DOC
Attachments: BRD0608C1-RPG-pdf – Victor Valley Area Transportation Study Fact Sheet
BRD0608C2-RPG.tif – Corridor Preservation Strategies Slide Show Presentation

ATTACHMENT

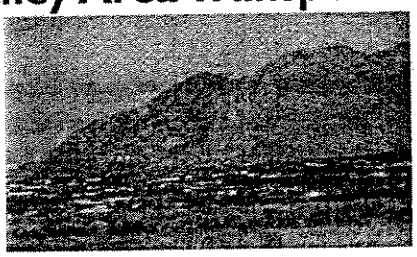
Adelanto▪Apple Valley▪Hesperia▪Victorville▪County of San Bernardino

Victor Valley Area Transportation Study

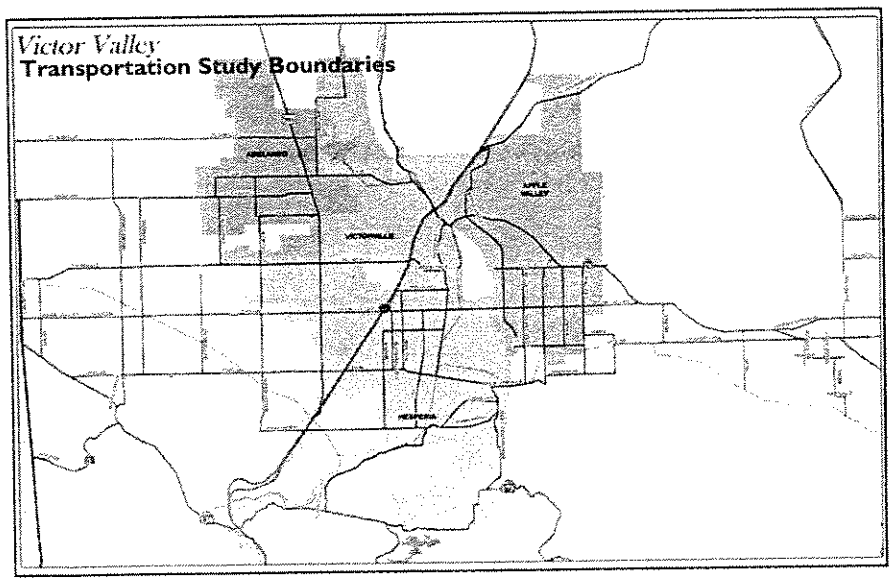
Volume 1, Issue 1 **FACT SHEET** July 2006

What is the "Victor Valley Area Transportation Study"?

The **Victor Valley Area Transportation Study** (Study) is a study of the future needs for freeways, interchanges and major arterial streets in the greater Victor Valley area. The Study will: 1) analyze the land use and circulation plans of cities in the Victor Valley; 2) size future roadways through forecasting of traffic demand; 3) evaluate the benefits of alternative transportation and land use

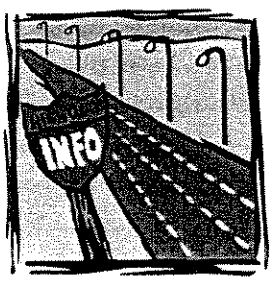


strategies; 4) determine right-of-way requirements for freeways, interchanges, and major arterials; and 5) provide a technical basis for prioritizing transportation expenditures in the Victor Valley. The Study will be guided by a Technical Advisory Committee (TAC) comprised of representatives from San Bernardino Associated Governments (SANBAG), the cities of Adelanto, Apple Valley, Hesperia and Victorville, the County of San Bernardino, and Caltrans. A policy committee of elected officials will provide guidance throughout the Study.



Project Contact

For more information on this Study, please contact Steve Smith at SANBAG at (909) 884-8276, ssmith@sanbag.ca.gov. Please also visit the project website at www.sanbag.ca.gov



What Do We Hope to Accomplish?

The objectives of this Study include:

1) Determine future lane requirements for the Victor Valley arterial street system and major intersections;

2) Determine the ultimate configuration and right-of-way footprint for new and expanded freeway interchanges;

3) Determine the alignment, lane requirements and right-of-way envelope for future freeways;

4) Prepare a right-of-way preservation strategy for freeways, interchanges and arterials; and

5) Prepare an implementation plan and financial plan for funding these transportation improvements.

Victor Valley is Growing

Growth in the Victor Valley region has been significant and will continue to explode. Existing population in the region is 335,000 with the region experiencing a 34% population growth between 2000 and 2006 and population in 2030 is projected to reach 650,000. Growth in population has also resulted in growth in jobs in the Victor Valley region. The region is currently home to over 60,000 jobs. Despite recent gains in local job creation, many residents still commute to areas outside the Victor Valley. The following table indicates that 35 to 40 percent of residents commute outside the Victor Valley for work.

Where Residents of Victor Valley Cities Work

	Adelanto	Apple Valley	Hesperia	Victorville	SB Co. Mtn./Desert	SB Co. Valley	Other Counties	Total
Adelanto	24%	4%	5%	24%	3%	22%	18%	100%
Apple Valley	4%	31%	8%	27%	4%	16%	10%	100%
Hesperia	3%	5%	29%	20%	3%	25%	15%	100%
Victorville	4%	6%	9%	41%	3%	21%	16%	100%

Existing Conditions in Victor Valley

Interstate 15 is the only existing freeway in the Victor Valley. Existing lanes and daily traffic volumes are summarized in the table to the right.

Traffic congestion occurs along portions of Bear Valley Road and Palmdale Road, and through their interchanges with I-15. Other streets that experience congestion include Apple Valley Road, Hesperia Road, Happy Trails Highway and US 395.

Roadway Segment on I-15 between:	# of Lanes on Freeway	Existing Traffic Volumes
SR-138 and US 395	8	128,500
US 395 and Main Street	6	106,500
Main Street and Bear Valley Road	6	100,500
Bear Valley Road and Palmdale Road	6	86,500
Palmdale Road and Roy Rogers/La Paz	6	88,500
Roy Rogers/La Paz and Mojave Drive	6	86,500
Mojave Drive and National Trails Hwy/D St.	6	83,500

What happens next?

The project team has analyzed existing conditions, including traffic volumes on the freeway and arterial highway network, travel growth trends and traffic congestion levels. After analyzing the future traffic forecast results, the consultant team and agency participants will identify transportation and land use alternatives to address the future problems identified in the baseline forecasts. Alternatives could include: modified land use development patterns, new or upgraded arterial roadways, freeway interchange or overcrossing improvements, and new freeways around the Victor Valley. After evaluation of the alternatives, a recommended plan will be developed in consultation with the participating agencies. The implementation plan will include a financial plan and a right-of-way preservation plan.

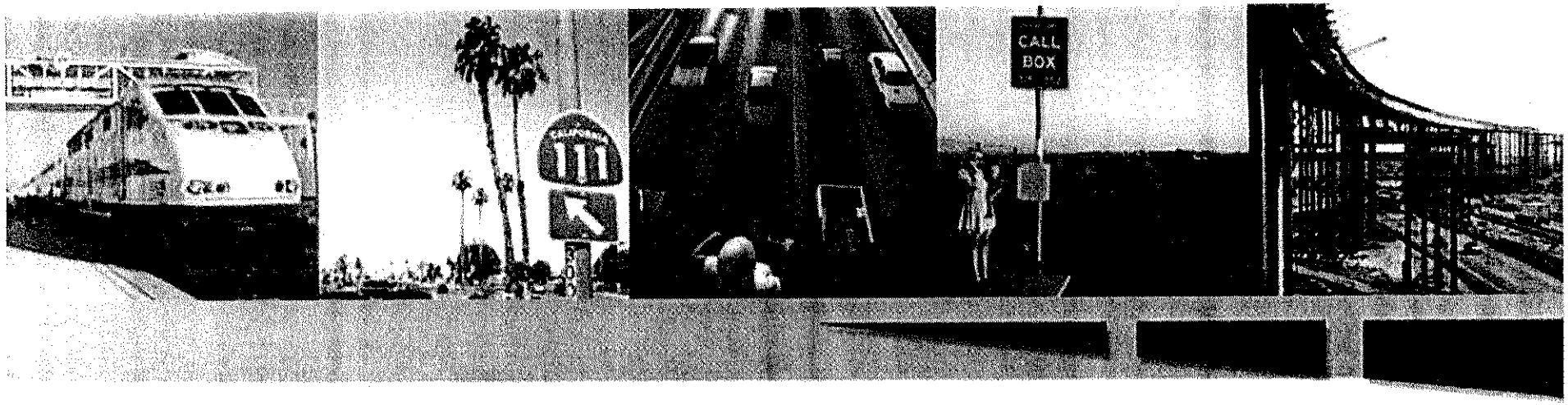
The following is a schedule of key milestones for the Study:

Existing Conditions Report - Completed

Draft Right-of-way Strategy - Completed

Financial Strategy - December 2006

Final Study Report - Spring 2007

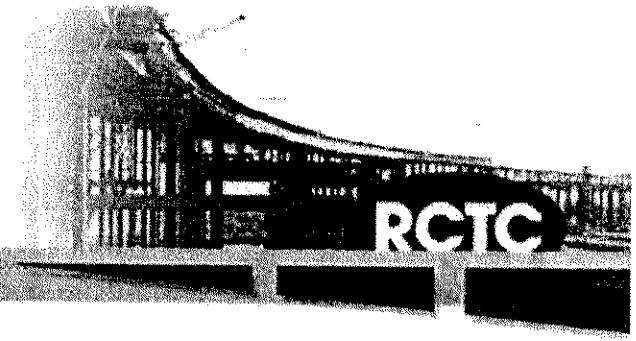


Corridor Preservation Strategies

Presentation to SANBAG
Mountain/Desert Committee
Cathy Bechtel, RCTC
June 16, 2006

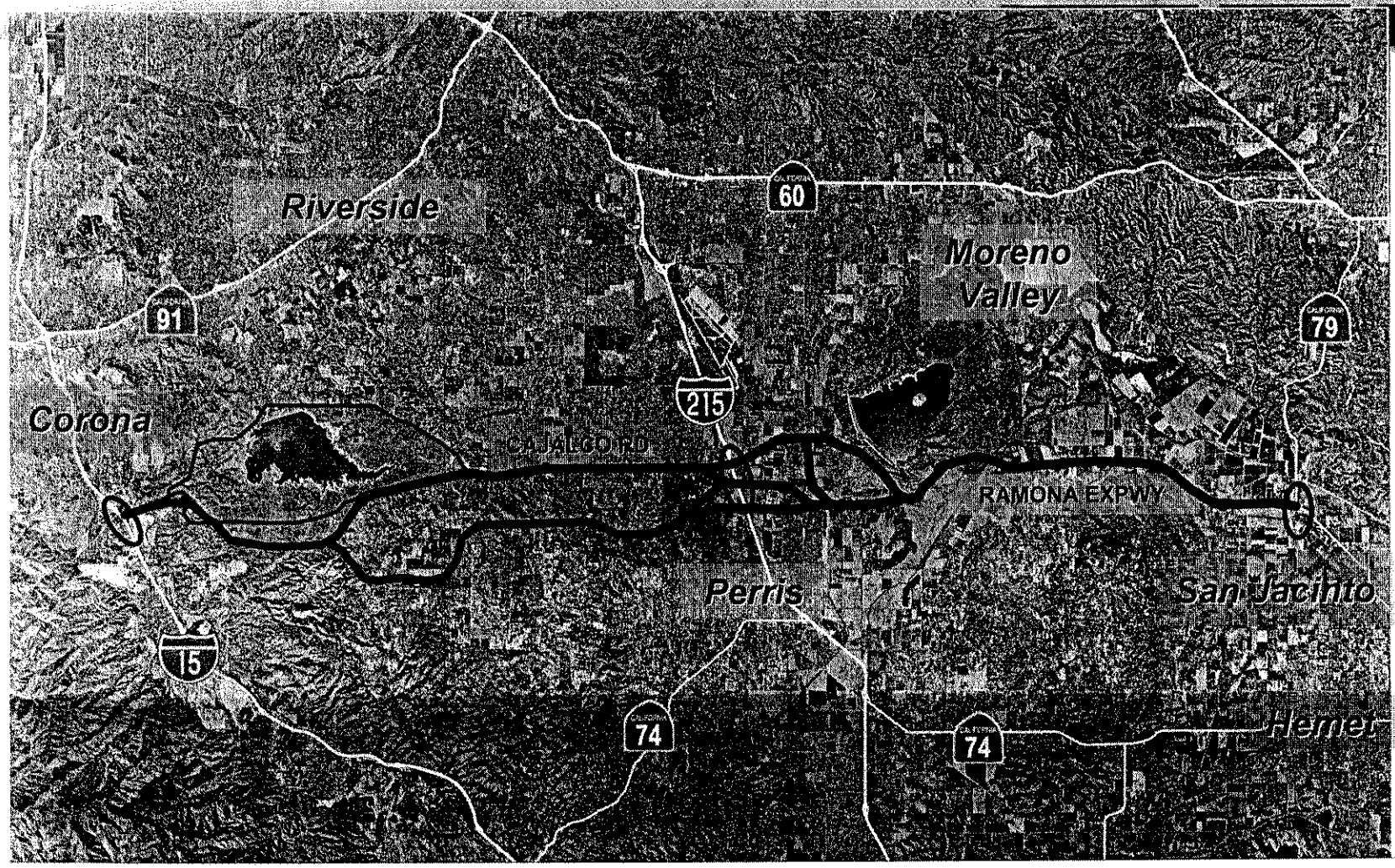
RCTC

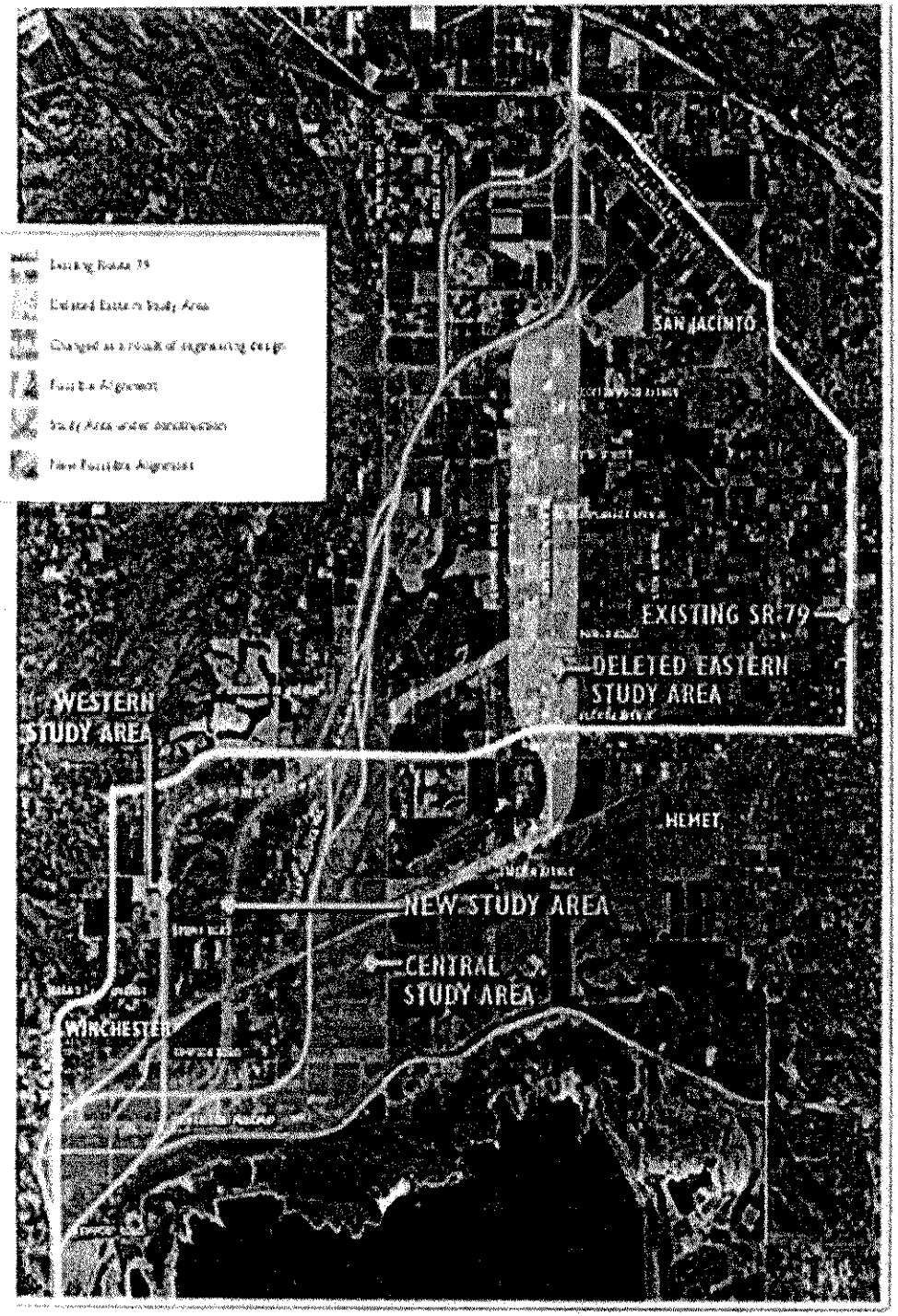
Overview

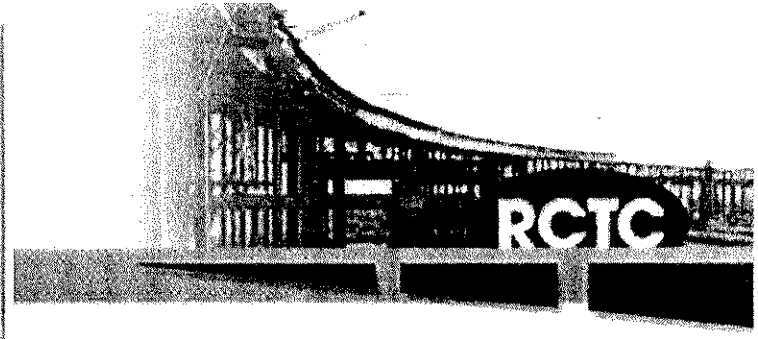


- Description of two corridor studies
- Necessary coordination between local agency and transportation commission
- ROW Preservation Tools
- Advance acquisitions to protect ROW

Mid County Parkway

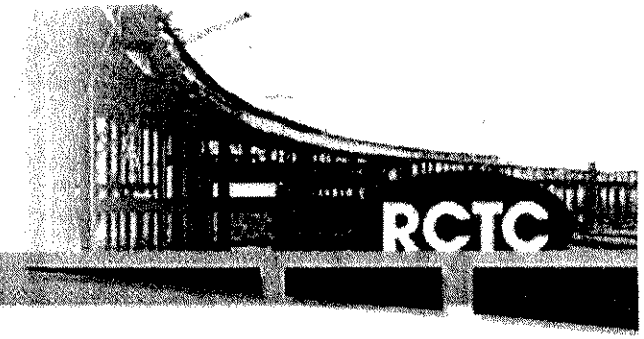






SR 79 Realignment Project

Coordination with Locals

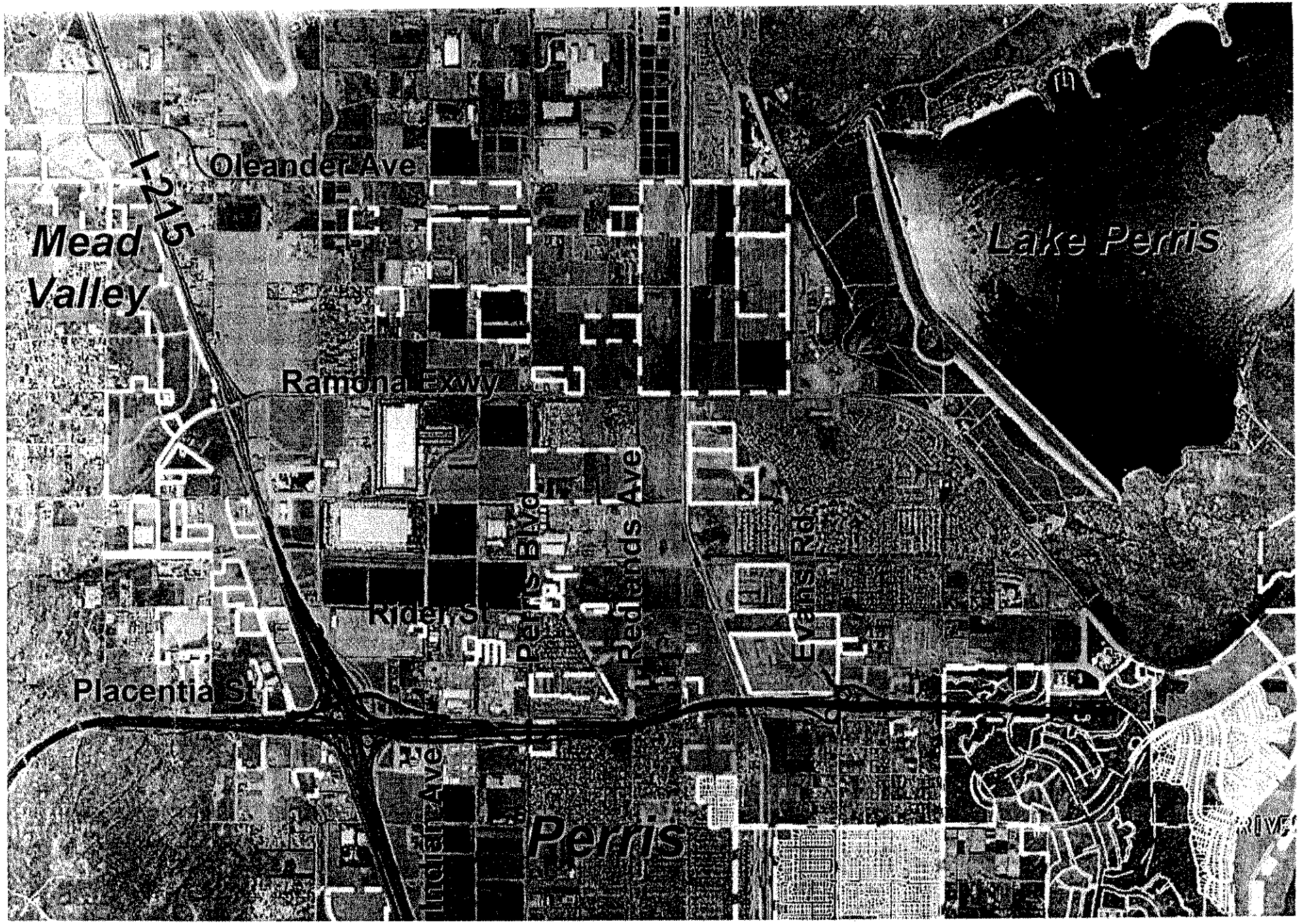


- Inclusion of alignment in local general plans
- Close regular coordination to review pending development proposals and transportation corridor alignments
- Conditions of approval placed on developer to not preclude transportation options
- Development plans consider future transportation facility

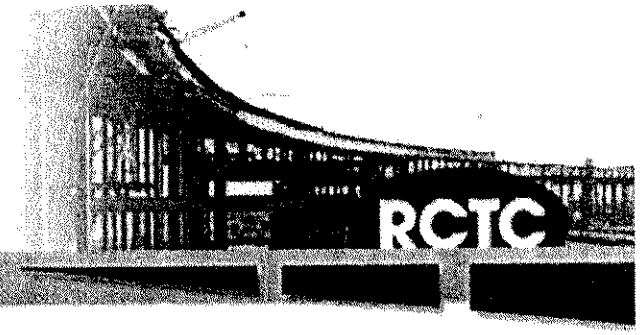
ROW Preservation Tools

- Land Dedications
- Phased Development-submission of Land Use Plans with and without the proposed facility
- Acquisition of key parcels to protect alignment options—use of commercial paper/new Measure A funding and TUMF

Placentia to Far South (below grade)

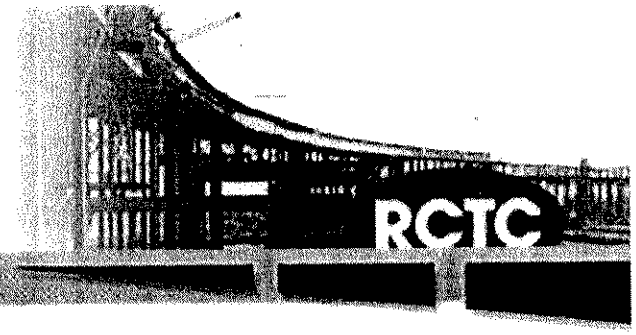


Early Acquisitions



- In order to protect alignment options, some parcels have been acquired from willing sellers
- Care must be taken so agency is not *"predecisional"*
- Process for selection of which lands to purchase needs to be implemented
  - Does agency have other uses for land?
  - Will cost of parcel be prohibitive once developed?

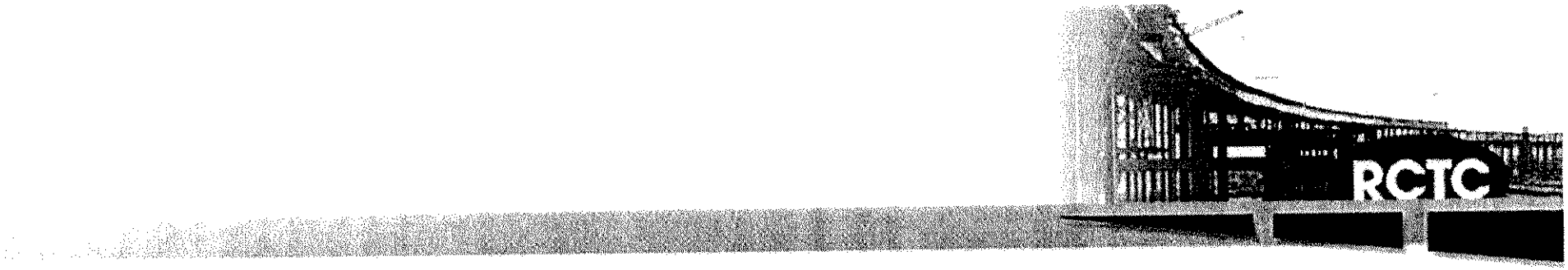
Interim Urgency Ordinance



- Government Code 65858 allows a city to adopt, as an urgency measure, an interim ordinance in order to protect the public health, safety, and welfare of its citizens.
- Can temporarily prohibit, for a period of 45 days any general plan amendments, specific plans, changes of zone, or other land use entitlements and uses that may be in conflict with a contemplated general plan amendment
- The Urgency Ordinance may be extended by the Council after additional notice and public hearing for up to a total of two years

Keys to Success

- Local agency support of the project
- Inclusion of alignment(s) in general plans
- Strong, continuing commitment to protect alignment options
- Inter-jurisdictional coordination
- Available funding for early acquisitions



Questions/Discussion

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: **16**

Date: August 2, 2006

Subject: Results of the Transportation Development Act (TDA) Triennial Performance Audits for the Cities of Barstow and Needles, Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, Omnitrans and Victor Valley Transit Authority

Recommendation:* Receive results of the TDA Triennial Performance Audits for the Cities of Barstow and Needles, Mountain Area Regional Transit Authority, Morongo Basin Transit Authority, Omnitrans and Victor Valley Transit Authority.

Background: In October 2005 the Board approved the award of Contract 06-012 for conducting the TDA Triennial Performance Audit of the County Transportation Commission and the six transit operators/claimants in the County to the firm of Arthur Bauer and Associates with Pacific Municipal Consultants and Patti Post and Associates. These audits are conducted pursuant to Section 99246 of the California Public Utilities Code. The performance audits of all six transit operators/claimants have been completed and either have been or will be presented to their respective governing boards. The audit of the Commission has not yet been completed, but is expected to be presented to the Administrative Committee in August.

Mr. Derek Wong of Pacific Municipal Consultants presented the attached PowerPoint overview of the transit performance audit process, and for each transit agency, the major audit findings and recommendations to the Plans and Programs

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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50207000

Committee on July 19th. Copies of the individual operator performance audits are available upon request.

On July 5, 2006, the Board approved an amendment to Contract 06-012 for additional Phase II audit work involving the development of a cost allocation methodology that will allow Omnitrans to charge direct and indirect expenses associated with federal grant management and allocating operating expenses between the various types of transit services either provided directly or under contract.

Financial Impact: The majority of this work was completed under the prior year task 0650205. The Phase II work and staff oversight is included in the adopted budget under Task 50207000 – TDA Administration. The funding source is LTF Administration.

Reviewed By: This item was reviewed and recommended for receipt by the Plans and Programs Committee on July 19, 2006. The transit operator/claimant performance audits have been reviewed by the respective transit agency management and either have been or will be reviewed by their governing boards by the end of August.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

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50207000

Transportation Development Act Triennial Performance Audit

San Bernardino County Public Transit Operators

Presentation July 19, 2006

Arthur Bauer & Associates
In Collaboration with Pacific Municipal Consultants
And Patti Post & Associates

Introduction

- Transportation Development Act (TDA) requires that a triennial performance audit be conducted of transit operators that receive TDA revenues.
- Audit serves to ensure accountability.
- Audit ensures efficient and effective use of revenues.

Purpose of the Audit

- Audit is retrospective.
  (FY 2002-03 through 2004-05)
- Opportunity to learn from past activities.
- Management tool to improve for the future.

Transit Operators

- City of Barstow
- City of Needles
- Morongo Basin Transit Authority
- Mountain Area Regional Transit Authority
- Omnitrans
- Victor Valley Transit Authority

Scope of the Audit

- Has the operator complied with state requirements?
- Has the operator implemented prior recommendations?
- What are the performance trends?
- How well has the operator provided service? Operations, maintenance, planning, marketing, administration and management.
- What recommendations can be made?

Audit Findings
City of Barstow

- Compliance with all TDA requirements and full implementation of 4 prior audit recommendations.
- Ridership increased 26% on fixed route, and 43% on DAR.
- Performance measures are positive.
- Farebox recovery trend is positive. Stayed above TDA minimum ratio of 10%.
- New contract operator in 2003. 5 year contract.
- Growth in transit service creates staff shortage to administer and manage.

Recommendations
City of Barstow

1. Develop and Monitor Maintenance Standards.
2. Reinstate the Transportation Coordinator Position to Work Full Time on Transit.
3. Consider Adding Transit Administrative Assistance.
4. Conduct Field Surveys for On-Time Performance.
5. Improve Visual Depiction of Bus Routes and Landmarks in Bus Map and on Website.
6. Explore External Sales of Transit Passes.

Audit Findings
City of Needles

NAT
NEEDLES AREA TRANSIT

- Compliance with all applicable TDA requirements. CHP terminal inspections were not conducted.
- 2 of 5 prior audit recommendations implemented.
- Ridership increased 16% on fixed route, and 40% on dial-a-ride.
- Performance measures are positive.
- Farebox recovery trend is positive. Stayed above TDA minimum ratio of 10% for fixed route.
- Recording of DAR revenue hours needs to meet TDA definitions to accurately reflect performance.
- Contract operator terminating contract October 2006.

Recommendations City of Needles

NAT
NEEDLES AREA TRANSIT

1. Report Revenue Hours Consistent with TDA Definitions.
2. Request Modification to Dial-A-Ride Farebox Recovery.
3. Prepare Year-To-Date Summaries in the Monthly Operations Report.
4. Record Full Time Equivalents Consistent With TDA Definitions.
5. Review DAR Performance Data Prior to Submission of State Controller Reports.
6. Analyze Potential Scenarios For Future Operation and Maintenance of NAT.
7. Use TransTrack to Develop and Monitor Performance Indicators on a Regular Basis.
8. Develop and Implement a Customer Comment Card.

Audit Findings
Morongo Basin Transit Authority

- Compliance with all TDA requirements.
- 4 of 6 prior audit recommendations implemented.
- Ridership increased 20% systemwide.
- Performance measures are mostly positive.
- Farebox recovery trend is mixed due to various factors. Stayed above TDA minimum ratio of 10%.
- Monthly reports to Board are well organized.
- Unwritten agreement for bus subsidy by local college.

Recommendations
Morongo Basin Transit Authority

1. Ensure Accuracy of Data Reported Between State Controller and Internal Performance Reports.
2. Monitor On-Time Performance for Dial-A-Ride.
3. Consider Shortening the Dial-A-Ride Pick Up Window.
4. Develop and Monitor Operational and Maintenance Performance Standards.
5. Develop Formal Written Agreement for Copper Mountain College Bus Subsidy.

Audit Findings
Mountain Area Regional Transit Authority

MARTA
MOUNTAIN AREA REGIONAL TRANSIT

- Compliance with all TDA requirements.
- 4 of 6 prior audit recommendations implemented.
- Natural disasters affected service provision.
- Ridership decreased 9% on fixed route and 15% for dial-a-ride.
- Crestline RIM service modified to fixed route.
- Farebox recovery trend is mixed. Stayed above TDA minimum ratio of 10%.

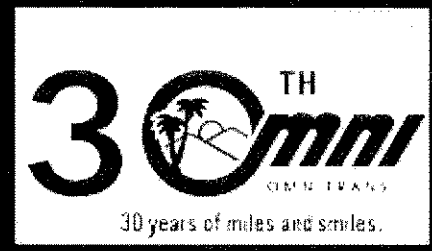
Recommendations
Mountain Area Regional Transit Authority

1. Increase the fare differential between General Public DAR and Fixed Route.
2. Ensure that performance data is consistent between internal reports and the State Controller Report.
3. Report FTE's according to TDA definition.
4. Evaluate maintenance budget to keep pace with growth in miles.

Audit Findings Omnitrans

- Compliance with all TDA requirements.
- 2 of 4 prior audit recommendations implemented.
- Ridership declined 10% for fixed route, increased 8% for Access DAR, and increased 4% for OmniLink.
- Cost increases (operator benefits, puch. transp., fuel)
- Farebox recovery ratio declined for General Public Transit. Close to TDA minimum ratio of 20%.
- National comparison of performance shows Omnitrans ranks in middle, but lower for ridership performance.

Audit Findings
Omnitrans



- Fixed route services brought back in-house.
- New 3-year MOU with Operator's Union.
- Lost bus trips increased due to shortage of drivers.
- Employee separations increased each year.
- Omnitrans was not properly monitoring sub-grantee recipients of federal funds.
- Maintenance/Operations Departments improved CHP inspection compliance.

Recommendations Omnitrans

1. Focus Upcoming Comprehensive Operational Analysis (COA) on Improving Farebox Recovery and Implementing Productive Services.
2. Utilize TransTrack to Report Performance Data Monthly to the Board.
3. Close Out Dated Grants.
4. Comply with DMV Driver Records Requirements.

Recommendations Omnitrans

5. Review State Controller Report and National Transit Database for Data Accuracy.
6. Improve the Filing of TDA Claims Documents.
7. Evaluate Charging a Cost Recovery Fee for Federal Grant Administration and Monitoring.
8. Report Performance Against Past Goals in the Annual Strategic Plan.

Audit Findings
Victor Valley Transit Authority

- Compliance with all TDA requirements. Should fully comply with submittal of state financial reports.
- 2 of 6 prior audit recommendations fully implemented.
- Trial services – Down-The-Hill Commuter Service.
- Ridership decreased 2% on both fixed route and dial-a-ride.
- Farebox recovery trend overall positive. Stayed slightly above TDA minimum ratio of 15%.
- Consolidation of services under one operator. VVTA absorbed start up costs.
- Reliability Issues with Farebox Equipment.

Recommendations
Victor Valley Transit Authority

1. Monitor Farebox Recovery Monthly.
2. Record and Report On-Time Performance for both Fixed Route and DAR.
3. Report Full Time Equivalents in the State Controller Report.
4. Review State Controller and NTD for Data Consistency and Accuracy.
5. Conduct Short Range Planning Efforts.
6. Create Finance Officer Position.

DISCUSSION ITEMS

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: 17

Date: August 2, 2006

Subject: Appointments and selection of Board Members to serve on policy committees and to represent SANBAG on external committees.

Recommendation:*

1. Appoint Mayor Paul Eaton, City of Montclair, to represent SANBAG as an alternate member on the Mobile Source Air Pollution Reduction Review Committee (MSRC).
2. Note results of Mountain/Desert and East Valley Caucus selections to serve on SANBAG policy committees.
3. Note vacancy on the SANBAG Commuter Rail Committee.
4. Note vacancy for alternate ex-officio member to serve on the Alameda Corridor East Construction Authority.
5. Appoint Mayor Patrick Morris, City of San Bernardino, and Mayor Pro Tem Patricia Gilbreath, City of Redlands, as the Delegate and Alternate members respectively to the Southern California Regional Rail Authority (SCRRA).

Background: 1. There is currently a vacancy for the alternate member to represent SANBAG on the Mobile Source Air Pollution Reduction Review Committee, created by the resignation of Mayor Pro Tem Diane Williams, Rancho Cucamonga. Council Member Gwenn Norton-Perry, Chino Hills, represents SANBAG on the MSRC as the primary SANBAG representative. Mayor Paul Eaton, City of Montclair, has indicated an interest in serving in this capacity.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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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 offices in Diamond Bar.

2. At the July 2006 Board of Directors meeting, members of the Mountain/Desert cities met to select a representative to serve on the Administrative Committee. Council Member Darryl Mulvihill, City of Big Bear Lake, was selected to serve on the Administrative Committee for a term to expire in December 2006. A caucus of the East Valley City SANBAG Board Members is scheduled in advance of the August 2006 Board meeting to select a representative to serve on the Plans and Programs Committee to fill the seat previously held by Kelly Chastain. The results will be announced during discussion of this item.

3. There is currently a vacancy for a member of the SANBAG Board to serve on the SANBAG Commuter Rail Committee to fill the vacant position previously held by Kelly Chastain, Colton. In accordance with SANBAG policy, this vacancy will be filled by SANBAG Presidential appointment. Members interested in serving on the Commuter Rail Committee should notify the SANBAG President or SANBAG staff by August 16, 2006.

4. Mayor Paul Eaton represents SANBAG as an ex-officio member on the Alameda Corridor East Construction Authority. There is currently a vacancy for a Board Member to serve as alternate ex-officio member of the Authority, to fill the vacancy left by Council Member Kelly Chastain. The Authority addresses issues related to the transportation corridor running from Los Angeles to San Bernardino County. Meetings are held on the fourth Monday of each month in Irwindale. In accordance with SANBAG policy, this vacancy will be filled by SANBAG Presidential appointment. Members interested in serving in this position should notify the SANBAG President or SANBAG staff by August 16, 2006.

5. There is currently a vacancy for a SANBAG Board Member to serve as the SANBAG delegate on Southern California Regional Rail Authority (SCRRA) Board to fill the vacancy left by Council Member Kelly Chastain. There is also a vacancy for a SANBAG Board Member to serve as the alternate member to fill the vacancy left by the resignation of Supervisor Paul Biane. At the July 20, 2006, meeting of the SANBAG Commuter Rail Committee, it was unanimously

recommended that the SANBAG Board appoint Mayor Patrick Morris and Mayor Pro Tem Patricia Gilbreath as the primary delegate and alternate respectively.

Financial Impact: This item has no direct impact upon the adopted SANBAG budget. Participation by SANBAG representatives on internal and external committees provides for implementation and funding of programs and projects which serve the best interests of San Bernardino County.

Reviewed By: Information related to these appointments and vacancies were sent to Board Members on July 18, 2006.

Responsible Staff: Deborah Robinson Barmack, Director of Management Services

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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: **18**

Date: August 2, 2006

Subject: Metrolink San Bernardino Line Weekend Passenger Growth, Onboard Survey Results and Analysis of Gas Prices vs. Ridership

Recommendation:* Receive Information

Background: SANBAG staff presented a report last spring to the Commuter Rail Committee and the Board of Directors about the lack of growth in weekend passengers on the San Bernardino Line during the previous two years. Most of Metrolink's marketing efforts to that point had been directed to promoting weekday ridership, with weekend marketing a secondary consideration.

SANBAG and Metrolink staff members developed a marketing plan that included newspaper advertising and website banners, feature stories and onboard fliers. SANBAG funded the cost of the newspaper partnership, and Metrolink funded the cost of graphic design for the ads and the graphic design and printing for the fliers. Public Information Officer Cheryl Donahue will provide information about the marketing plan that was developed.

The plan included a partnership with three local newspapers – the *Inland Valley Daily Bulletin,* the *San Bernardino Sun* and the *Redlands Daily Facts* – to run a series of display ads on Wednesdays and Fridays to promote the hassle-free alternative to driving to weekend destinations along the San Bernardino Line. The newspapers also agreed to print feature stories about "day-tripping" with Metrolink and created animated website banner ads to promote the service.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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35207000

SANBAG also established separate partnerships with the Inland Empire Hispanic News and the Inland Empire Community Newspapers for additional display ads to run each week.

The first round of newspaper partnerships began in July 2005 and continued through December 2005. During this period, weekend passenger rates averaged an increase of 18.5% on Saturdays and 23.77% on Sunday. Due to this strong growth, SANBAG extended the marketing program through June 2006. The table below shows the average number of passengers for Saturday and Sunday between July 2005 and May 2006 and the rate of change from the previous year.

Change in Average Daily Weekend Ridership, July 2005-May 2006

	Saturday Service		Sunday Service	
Month	**ADR**	**% Change**	**ADR**	**% Change**
July 2005	2,907	-4.74%	1620	+7.77%
Aug. 2005	3,077	+12.73%	1927	+23.00%
Sept. 2005	3,985	+30.82%	2227	+34.13%
Oct. 2005	3,720	+33.81%	2115	+30.37%
Nov. 2005	3,294	+26.11%	2010	+34.41%
Dec. 2005	3,029	+26.30%	1516	+3.57%*
Jan. 2006	3,304	+51.04%	1609	+7.01%
Feb. 2006	3,529	+30.92%	1835	+19.35%
March 2006	4,133	+47.88%	1740	+12.69%
April 2006	3,365	+10.65%	1912	+10.04%
May 2006	4,222**	+37.98%	2351	+41.71%
Total	**38,565**	**+27.6%**	**20,862**	**+20.4%**

* No Service on Sunday December 25th

** May 2006 ridership was the highest recorded in three years – a substantial increase from the May 2005 rate of 3,060 passengers.

SANBAG and Metrolink staff will meet in August to discuss future marketing strategies, using results of a new onboard survey conducted and an analysis of gas prices versus ridership.

Metrolink conducted a survey this spring to study the county of residence of weekend riders on the San Bernardino Line, whether these are new riders, the most frequent reason for taking the train on weekends, how they learned about the service, and if there is interest in the new late-night service on Saturdays and a proposed shuttle from the Rancho Cucamonga station to Ontario International Airport. Metrolink Marketing Research Manager Henning Eichler will present the survey results.

Mr. Eichler also will present a study on the correlation of gasoline prices and Metrolink ridership during the past year. His analysis will address the increasing cost benefit of riding Metrolink, rather than driving, particularly for longer distances.

Financial Impact: This item has no impact on the adopted budget. Clearly the large increase in ridership has a positive effect on passenger revenue, which helps offset the fuel cost increases experienced by Metrolink. Future marketing efforts will require an additional expenditure of funds.

Reviewed By: This item was reviewed by the Commuter Rail Committee on July 20, 2006.

Responsible Staff: Cheryl Donahue, Public Information Officer
Henning Eichler, Marketing Research Manager

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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: August 2, 2006

Subject: Professional Services Amendment No. 1 to Agreement No. 06-018 with Peckar and Abramson for legal services for Route 71 Landscape Project litigation

Recommendation:* Approve Amendment No. 1 to Agreement 06-018 with Peckar and Abramson increasing the not to exceed amount by $100,000 for a total not to exceed amount of $200,000. TN 81807000

Background: **This is an amendment to an existing contract.** In September 2005, the Board approved contract 06-018 with Peckar and Abramson for legal services for Route 71 Landscape project litigation. SANBAG had filed a lawsuit against the Contractor on the 71 Landscape Project in July 2005 and since that time SANBAG's legal team has undertaken and extensive discovery effort. Between developing the legal strategy for the lawsuit and the discovery efforts the contract amount has been depleted. Later this summer SANBAG will be a party to mediation in this matter and additional contract funds will be necessary to fund the ongoing legal activity.

Financial Impact: This item is consistent with the SANBAG 2006/07 fiscal year budget. The cost of this contract increases the not to exceed amount to $200,000. TN 8180700

Reviewed By: This item was reviewed and approved (Christman and Morris opposed), by the Major Projects Committee on July 13, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Board of Directors

Date: *August 2, 2006*

Moved: Second:
In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0608D-DMK.DOC
TN 81807000
Attachment: A0601801.DOC

SANBAG Contract No. 06-018-01

by and between

San Bernardino County Transportation Authority

and

Peckar & Abramson

for

Rt. 71 Legal Services

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # 06-018 Vendor ID _____	Retention: ☐ Yes _____ % ☒ No	☐ Original ☒ Amendment

Notes:

Original Contract:	$ 100,000	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 0	Current Amendment:	$ 100,000
		Current Amendment Contingency:	$ 200,000

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

Contract TOTAL → $ **200,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
81807000	5553	MIVMPF	_____	$ 100,000
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	9/7/05	Contract Start: 9/7/05	Contract End: N/A
New Amend. Approval (Board) Date:	8/2/06	Amend. Start: 8/2/06	Amend. End: N/A

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: 06/07 $ 100,000	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 0

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

If yes, which Task includes budget authority? 818C6018

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**

7-14-06

Task Manager Signature Date | Contract Manager Signature Date

7/21/06

Chief Financial Officer Signature Date

Filename: a0601801css.doc

Form 28 06/06

SANBAG CONTRACT NO. 06-018

AMENDMENT NO. 1

AGREEMENT BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

Peckar & Abramson

This AMENDMENT No. 1 to SANBAG Contract No. 06-018 entered into as of this 2nd day of August 2006 by and between Peckar & Abramson (hereinafter called "Attorneys") and the San Bernardino County Transportation Authority (hereafter called "SANBAG"):

WITNESSETH,

WHEREAS, SANBAG, under SANBAG Contract No. 06-018, has contracted with Attorneys to provide Legal Services for Route 71 Landscape Project litigation, and

WHEREAS, the parties desire to amend the aforesaid contract to revise the contract amount to provide additional legal services in connection with the Route 71 Landscape project;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 06-018 as follows:

1. The last sentence of Article 2, Performance of Services and Hourly Rates, Subsection "a", shall read as follows:

   "Fees under this contract shall not exceed $200,000 unless prior approval is obtained from the SANBAG Board".

3. Except as amended by this Amendment, all other provisions of Contract 06-018 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

Peckar & Abramson

By: _____

Date: _____

San Bernardino County Transportation Authority

By: _____
Dennis Hansberger, President,
Board of Directors

Date: _____

Approved As To Form:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

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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: **20**

Date: August 2, 2006

Subject: Approve Amendment 2 to Cooperative Agreement No 04-060 with Caltrans for Interstate 215 Right of Way Capital funding

Recommendation:* 1. Approve Amendment 2 to Cooperative Agreement No. 04-060 with Caltrans for Interstate 215 Right of Way Capital funding. The amendment amount is $6 million for a total contract amount of $14.2 million as detailed in the Financial Impact Section, and
2. Approve amendment to FY 2006-07 Budget increasing revenues and expenditures in Task 83607000 (I-215 Right Of Way) in the amount of $6 million. Funding source is $4.8 million of federal SAFETEA-LU funds and $1.2 million of Measure I Valley Major Projects funds to meet local match requirement.

Background: **This is an amendment to an existing cooperative agreement.** In May 2006 the Board approved a fund exchange agreement with the Inland Valley Development Agency in which the two agencies agreed to a dollar for dollar exchange of federal Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy to Users (SAFETEA-LU) funds for Measure I Valley Major projects funds. Before SANBAG can obligate SAFETEA-LU funds to I-215 Right of Way Acquisition, it is necessary to amend the current cooperative agreement with Caltrans to show these funds being dedicated to that purpose. This amendment to an existing agreement with Caltrans is the ministerial action necessary to utilize federal SAFETEA-LU funds for the purpose of purchasing right of way for the I-215 widening project.

Financial Impact: This item is not consistent with the SANBAG 2006/07 fiscal year budget. A budget amendment is necessary to increase revenues and expenditures in Task

*

Approved
Board of Directors

Date: *August 2, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0608H-DMK.DOC
ATTACHMENT: A0406002-DAS.DOC

83607000 (I-215 Right Of Way) in the amount of $6 million. Funding source is $4.8 million of federal SAFETEA-LU funds and $1.2 million of Measure I Valley Major Projects funds to meet local match requirements. TN 83607000.

Reviewed By: This item has not received prior policy committee review, due to deadlines to obligate federal SAFETEA-LU funds.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 04-060-02

by and between

San Bernardino County Transportation Authority

and

State of California, Department of Transportation

for

Cooperative Agreement for I-215,Segment 1 Right of Way Work

FOR ACCOUNTING PURPOSES ONLY

☒ Payable	Vendor Contract # 08-1247 A/2	Retention:	☐ Original
☐ Receivable	Vendor ID CDOT	☐ Yes ____ % ☒ No	☒ Amendment

Notes:

Original Contract:	$ 3,953,462	Previous Amendments Total:	$ 4,250,075
		Previous Amendments Contingency Total:	$ ____
Contingency Amount:	$ ____	Current Amendment:	$ 6,000,000
		Current Amendment Contingency:	$ ____

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

Contract TOTAL ➔ $ 14,203,537

➔ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
836C4060	5580	Federal PNRS	____	$ $4,800,000
836C4060	5580	Meas. I Valley Major Projects	____	$ $1,200,000
____	____	____	____	$ ____
____	____	____	____	$ ____

Original Board Approved Contract Date:	5/5/04	Contract Start: 5/5/04	Contract End: 6/30/08
New Amend. Approval (Board) Date:	8/2/06	Amend. Start: 8/2/06	Amend. End: 6/30/12

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority ➔	Fiscal Year: ____ $ ____	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ ____

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

If yes, which Task includes budget authority? ____

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**

7-24-06 | 7/24/06

Task Manager Signature Date | Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: a0406002-das.doc

Form 28 06/06

08-SBd-215-KP 10.8/12.4 (PM 6.7/7.7)
Widen for HOV lane and operational
Improvements and modify/replace
Interchanges from Rialto Ave to 9th St.
EA 0071A1 and EA0071C1
(Formerly EA 0071U1)
District Agreement No. 8-1247 A/2

AMENDMENT NO. 2 TO AGREEMENT

This AMENDMENT NO. 2 to 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 COUNTY TRANSPORTATION AUTHORITY, a public entity, referred to herein as "AUTHORITY."

RECITALS

1. The parties hereto entered into Agreement 8-1247 (Document No. 015860) on May 5, 2004, said Agreement defining the terms and conditions of a project to purchase Right of Way for the widening of Interstate 215 (I-215) to provide for one High Occupancy Vehicle (HOV) lane in each direction and operational improvements consisting of modifying existing interchanges and modifying existing exit and entrance ramps on I-215 through the City of San Bernardino from Rialto Avenue to 9th (Ninth) Street in San Bernardino County, referred to herein as "PROJECT."

2. The parties hereto also entered into an Amendment No. 1 to Agreement No. 8-1247 (Document No. 015860) on February 2, 2005, to have additional Congestion Mitigation and Air Quality (CMAQ) funds and local Measure match funds made available for Right of Way purchase.

3. Said Amendment No. 1 sets AUTHORITY's total PROJECT obligation at $8,203,537 and it has been determined that AUTHORITY's total PROJECT obligation will exceed that amount.

4. AUTHORITY now intends to use Projects of National and Regional Significance (PNRS) funds in addition to CMAQ funds and local Measure match funds for Right of Way purchase.

5. Due to Federal and State laws, rules, and policies, it is necessary to clarify how the proceeds from excess land sales will be transferred.

6. It has also been determined that PROJECT will not be completed prior to the termination date of said Agreement therefore the termination date shall be extended by this Amendment.

IT IS THEREFORE MUTUALLY AGREED:

1. RECITALS, Article 4 of the original Agreement is replaced in its entirety to read as follows:

   "AUTHORITY is willing to pay for Right of Way capital for PROJECT up to a maximum amount of $14,203,537 by direct billing. A list of anticipated parcels to be acquired is attached as Revised Attachment 1 dated _____. This list of parcels is given for reference but is not meant to be exclusive of other high priority parcels that may be required on an urgent basis."

2. RECITALS, Article 7 of the original Agreement is replaced in its entirety to read as follows:

3. "AUTHORITY intends to seek Congestion Mitigation and Air Quality (CMAQ) and Projects of National and Regional Significance (PNRS) reimbursement for work as it is completed. AUTHORITY will use Measure I funding for the direct billing by STATE and seek CMAQ and PNRS reimbursement for these expenditures less the local match portion."SECTION II, "AUTHORITY AGREES", Article 1 of the original Agreement is replaced in its entirety to read as follows:

   "To pay one hundred percent (100%) of the total actual Right of Way acquisition cost for PROJECT, up to a maximum of $14,203,537. If it becomes apparent that the total maximum cost for Right of Way for PROJECT will exceed the maximum amount programmed for expenditure, AUTHORITY shall work promptly and in cooperation with STATE to determine necessary additional costs and the source of the additional funds and have this Agreement amended to reflect the contribution of additional costs."

4. SECTION III, "IT IS MUTUALLY AGREED", Article 3 (a) and (b) of the original Agreement are replaced in entirety to read as follows:

   "(a) In the acquisition of right of way pursuant to this Agreement, STATE may acquire at AUTHORITY's expense an entire parcel, or a greater portion of a parcel than that required for project, of real property to avoid payment of high severance damages. Any such acquired excess properties shall be disposed of in accordance with STATE's standard operating procedures. All net proceeds received from the disposal of said excess properties purchased solely with local Measure funds shall be transferred to AUTHORITY.

   (b) Notwithstanding Paragraphs 3 (a) and 3 (c) of this section, the existing I-215 STATE-owned right of way will be incorporated as necessary into the PROJECT right of way at no cost to AUTHORITY. Existing STATE-owned right of way, which becomes

excess as a result of PROJECT will, subject to California Transportation Commission (CTC) approval, be exchanged, if appropriate, for privately owned required property."

5. Section III, "IT IS MUTUALLY AGREED," Article 8 of the original Agreement is replaced in its entirety to read as follows:

   "This Agreement shall terminate upon the completion of the R/W acquisition for PROJECT and reimbursement of funds from excess property sales to AUTHORITY, if appropriate, or on June 30, 2012, whichever is earlier in time."

6. The other terms and conditions of said Agreement No. 8-1247 (Document No. 015860) shall remain in full force and effect.

7. This Amendment No.2 to Agreement is hereby deemed to be a part of said Agreement No. 8-1247 (Document No. 015860).

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District Director

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO PROCEDURE:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
DENNIS HANSBERGER
Board President

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND PROCEDURE:

By: _____
JEAN-RENE BASLE
Legal Counsel

ATTACHMENT 1

Sequence No. _, dated 00/00/06. This FNM76 is submitted to revise acquisition, RAP and demolitions estimates for EA submitted and authorized under Sequence 6.

EA 0071A

Parcel No.	Acquisition	RAP	Demolition	Estimate $
18804-1	$3,274,682	$100,000	$60,000	$3,434,682
19602-1	$30,000	$0	$0	$30,000
19607-1	$30,000	$0	$0	$30,000
19608-1	$1,300	$0	$0	$1,300
19616-1	$10,000	$0	$0	$10,000
18800-1	$540,000	$20,000	$40,000	$600,000
18801-1	$143,000	$0	$10,000	$153,000
19624-1	$14,800	$0	$0	$14800
18575-1	$150,000	$30,000	$20,000	$200,000
18808-1	$130,000	$10,000	$10,000	$150,000
18809-1	$167,000	$10,000	$10,000	$187,000
18810-1	$116,000	$10,000	$10,000	$136,000
18811-1	$5,600	$0	$0	$5,600
19797-1	$12,000	$0	$0	$12,000
19798-1	$625,000	$25,000	$50,000	$700,000
17915-1	$625,000	$25,000	$50,000	$700,000
17916-1	$120,000	$10,000	$10,000	$140,000
17920-1	$120,000	$10,000	$10,000	$140,000
17923-1	$120,000	$10,000	$10,000	$140,000
18584-1	$120,000	$10,000	$10,000	$140,000
18587-1	$120,000	$10,000	$10,000	$140,000
18588-1	$13,000	$0	$0	$13,000
18814-1	$120,000	$10,000	$10,000	$140,000
18816-1	$120,000	$10,000	$10,000	$140,000
18817-1	$120,000	$10,000	$10,000	$140,000
18818-1	$112,000	$40,000	$15,000	$167,000
19613-1	$389,000	$0	$0	$389,000
Subtotal	$7,348,382	$350,000	$355,000	$8,053,382

EA 0071C

Parcel No.	Acquisition	RAP	Demolition	Estimate $
20017	$56,500	$0	$0	$56,500
Subtotal	$56,500	$0	$0	$56,500

Attachment 1 Summary

EA 0071C	$7,348,382	$350,000	$355,000	$8,053,382
EA 0071A	$56,500	$0	$0	$56,500
Total	$7,404,882	$350,00	$355,000	$8,109,882
AUTHORITY'S TOTAL OBLIGATION (Attachment 1)				$8,203,537

ATTACHMENT 2

Sequence No. _, dated 00/00/06. This FNM76 is submitted to revise acquisition, RAP and demolitions estimates for EA submitted and authorized under Sequence 6.

EA 0071A				
Parcel No.	**Acquisition**	**RAP**	**Demolition**	**Estimate $**
17914-1	$621,035	$0	$0	$621,035
17915-1	$625,000	$25,000	$50,000	$700,000
18566-1	$1,487,637	$600,000	$60,000	$2,147,637
18806-1	$243,344	$30,000	$20,000	$293,344
18812-1	$283,093	$30,000	$20,000	$333,093
19621-1	$38,500	$0	$0	$38,500
19626-1	$126,400	$0	$0	$126,400
19627-1	$312,537	$60,000	$30,000	$402,537
19628-1	$352,693	$90,000	$30,000	$472,693
19629-1	$398,093	$120,000	$40,000	$558,093
Total	$4,488,332	$955,000	$250,000	$5,693,332
AUTHORITY'S TOTAL OBLIGATION (Attachment 2)				**$6,000,000**

Attachment 1&2 Summary

AUTHORITY'S TOTAL OBLIGATION (Attachment 1)	$8,203,537
AUTHORITY'S TOTAL OBLIGATION (Attachment 2)	$6,000,000
AUTHORITY'S TOTAL OBLIGATION	**$14,203,537**

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: **21**

Date: August 2, 2006

Subject: Measure I 2010-2040 Strategic Plan Workshop on Project Cost Estimates and Revenue Projections

Recommendation:* For purposes of further Measure I 2010-2040 Strategic Plan development, accept:

1) Expenditure Plan project cost increases as discussed at the workshop and detailed in this item, and

2) Revised Measure I 2010-2040 revenue projection of $8.0 billion in 2006 dollars, up from $6.0 billion in 2003 dollars per the Expenditure Plan.

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. Following the cancellation of the June Plans and Programs Policy Committee, this

*

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

item was taken to the full Board of Directors at its July meeting. There, staff was directed to take the item back to the Plans and Programs Committee for a recommendation to the Board of Directors. This item responds to that direction. The material contained herein 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. Attachment C is an article from the June 26, 2006 Engineering News-Record on the basis for continuing high levels of construction cost escalation.

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.

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.

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Attachments: brd0605c2-ty; Strategic Plan – Basis of Cost for Major Projects Cajon and Mountain Desert – 060614.doc
0660110

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. These are among the most significant and potentially difficult issues to be addressed through the strategic plan. Members of the Plans and Programs Policy Committee and Board of Directors may wish to consider ways to provide for increased participation in and dialogue on the decisions to be made in upcoming months.

Financial Impact: This item is consistent with the approved Fiscal Year 2006-2007 Budget.

Reviewed By: This item was presented as information only to the Board of Directors on July 5, 2006. It was recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

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
0660110

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
(909) 748-0620 Fax
john@johnhusing.com
www.johnhusing.com

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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
Fiscal Year	Population		Per Capita Sales No inflation		Real Taxable Sales No inflation		Consumer Prices		Taxable Sales Current $		Point of Delivery			SANBAG Revenue			
	Jan. 1st	Growth	Taxable	Growth	(000)	Growth	CPI	Growth		Growth	Percent	Difference	Current $	Gross Current $	SBOE Fee	Net Current $	Change
			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								
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	$4,126	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	$54,780	NA
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	53,784	-1.82%
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	54,748	1.79%
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	54,842	0.17%
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	57,961	5.69%
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	62,037	7.03%
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	64,847	4.53%
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	69,420	7.05%
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	6.60%
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	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
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			#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	3.58%	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	3.58%	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	3.58%	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	**1.43%**
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	3,745	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**	**$4,846,203**	**$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.

4. 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.

6. CPI assumed constant from FY 11-FY 40.

12. 5.8% difference between Sales at "point of sale" vs. Sales at "point of delivery" based upon FY 99 to FY 05 average.

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

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	1,516,250	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	4,563,892	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 "T":

- 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?**

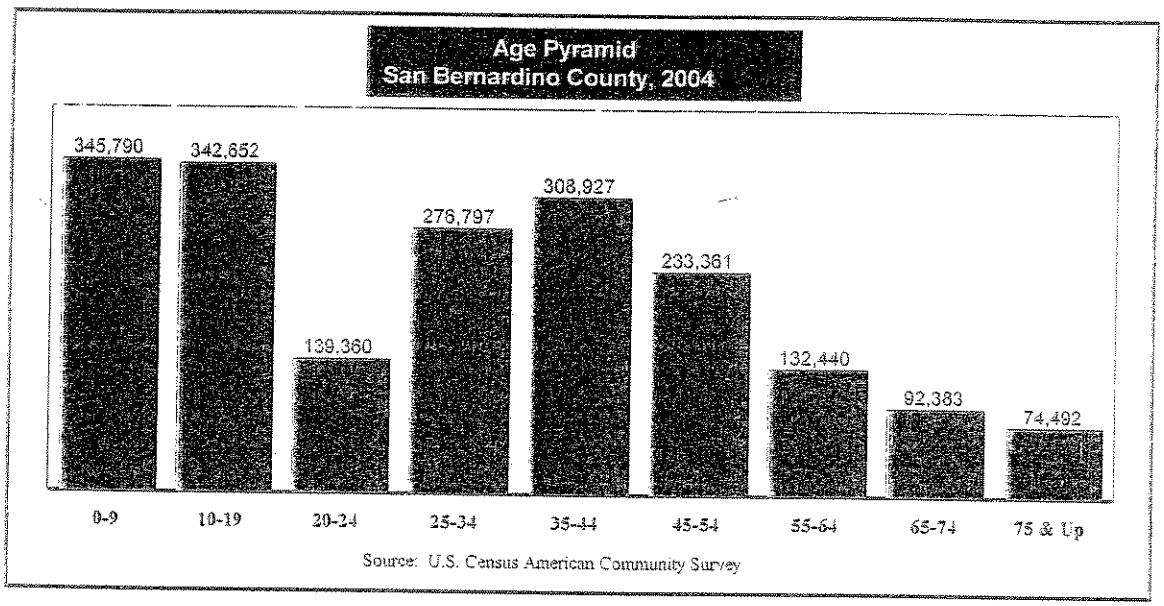
  There may be some truth in this worry, however, this is a U.S. not a local issue. In addition, low savings rates have always been a U.S. phenomenon, worse at some times than others. The particularly low rate right now is because rising real estate values have caused people to treat real estate as an 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.

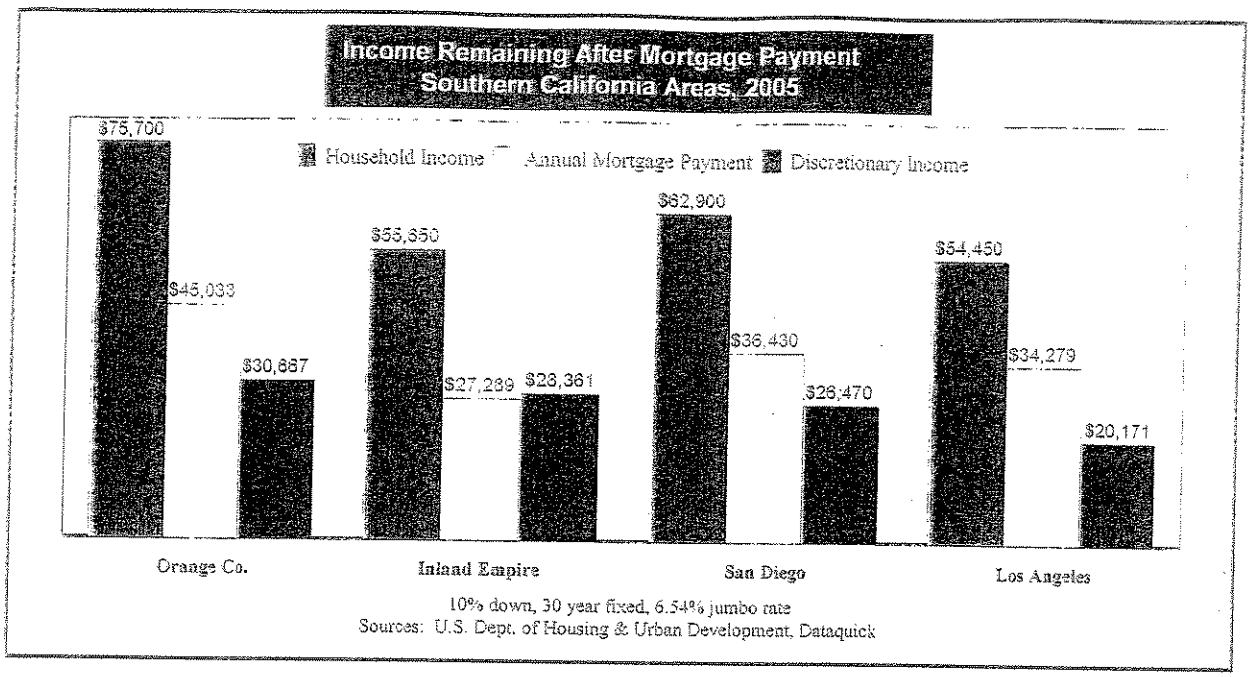
- **There is a potential concern in the age pyramid that has the oldest baby boomers (*born in 1946*) beginning to retire in 2011 at age 65. Could this lead to declining household incomes and constant dollar per capita spending in the 29-years from then until 2040 as retirees become a disproportionately 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:

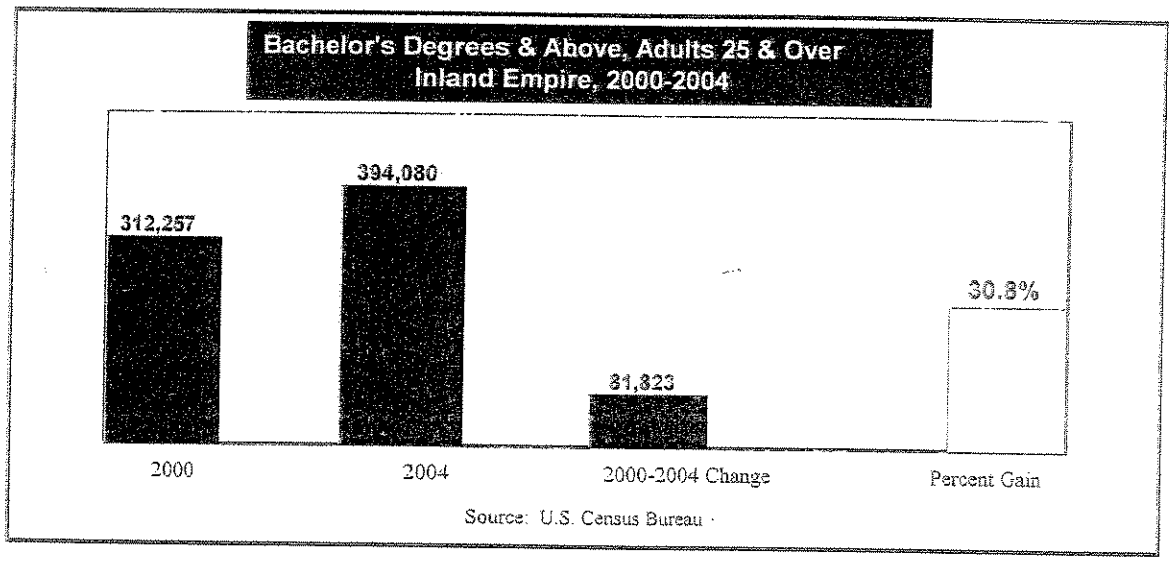
- **Since 2000, there has been a shift in the migration pattern into the Inland Empire with increasing numbers of well-educated people buying high-end homes in the area. They are doing so because this level of housing is beyond their incomes in the coastal counties. Will these people raise the constant 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?**

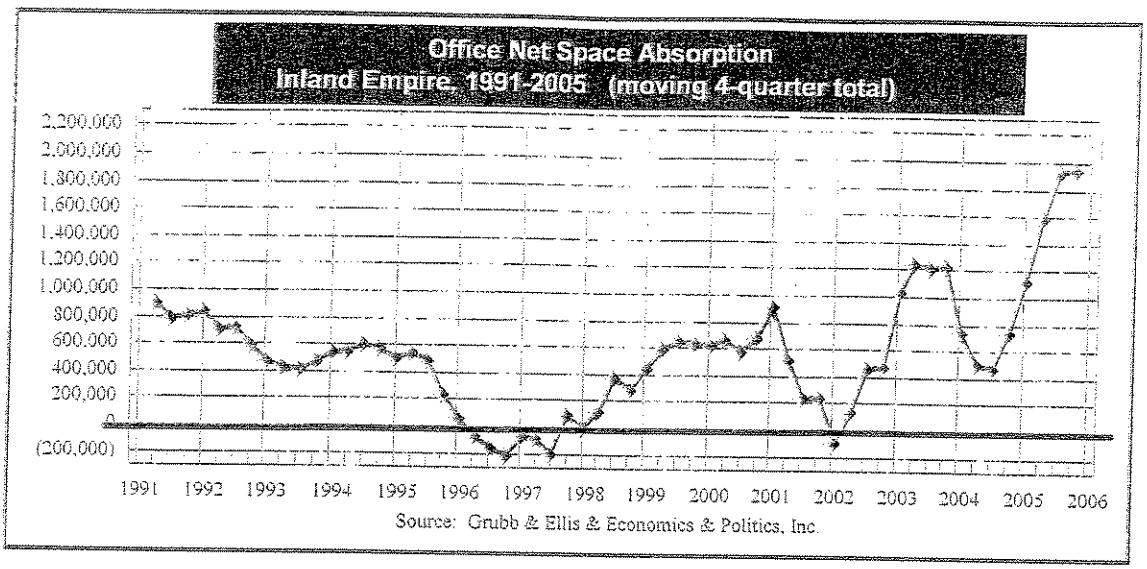
  Historically, once an area begins to acquire a better educated workforce, it becomes competitive for firms and operations that have heretofore not considered locating in it. That is now beginning to happen to the Inland Empire. In 2005, the area saw a record number of firms in the professions, management 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	$27,343	$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	$54,780	1.054	$51,966
91-92	53,784	1.092	$49,258
92-93	54,748	1.128	$48,554
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.

San Bernardino Associated Governments
Plans and Programs Policy Committee

2010-2040 Measure I
Strategic Plan
Cost Estimate Update

July 19, 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	**0.86**
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			

SAMPLE DETAILED ESTIMATE

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			

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		5%
	Includes items such as demolition, relocations, clear & grub	
Front End and General Project Items		15%
	Includes items such as develop water supply, SWPPP, schedule, constr signs, etc.	
Drainage	(may vary between 5-15%)	15%
	Includes items such as onsite and offsite systems, inlets, modifications to ex. drainage systems	
Electrical		5%
	Includes items such as signals, lighting, temp. signals, controllers	
Miscellaneous		10%
	Includes items such as, perm. striping, signs (OH and posts), erosion control, fencing	

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

July 19, 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 Report (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 8 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	65	-	-	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.

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	

Assumptions/Notes:

Bridge lengths/widths scaled off GIS resources from SANBAG website. Values rounded to nearest 5 foot increment.

The interchange projects that are outside the scope of the PSR are assumed to be complete for the project.

* indicates 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

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	Jurupa Overcrossing	-	-	-	Interchange with 4 ramps
2	WB I-10 to SB I-15 Connector	-	-	-	
3	NB I-15 to WB I-10 Connector	-	-	-	
4	SB I-15 to EB I-10 Connector	-	-	-	
5	EB I-10 to NB I-15 Connector	-	-	-	
6	EB SR 210 to NB I-15 Connector	-	-	-	
7	SB I-15 to EB SR 210 Connector	-	-	-	
8	WB SR 210 to SB I-15 Connector	-	-	-	
9	Summit Avenue Overcrossing	-	-	-	Interchange with 4 ramps.
10	Duncan Canyon Overcrossing*	-	-	-	Bridge part of separate interchange project. (Will be new interchange)
TOTAL REPLACE		0	0	0	

Assumptions/Notes:
* 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		
	Residential (SF)			$16,030,080
	Commercial (SF)			$6,272,640
	Undeveloped land (SF)			$20,699,712
	TOTAL Right of Way Cost			**$43,003,000**
3	***Utility Relocations***			
	Utilities (cost per mile)			
	Low Density	100%	$1,350,000	$10,800,000
	High Density	0%	$2,700,000	$0
	TOTAL Utilities Cost			**$10,800,000**
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 65 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 I 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 65 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

July 19, 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 t)
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	38760	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 Valley Subarea
Cost Estimates

July 19, 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 US 395 to 1 mi. S/O Bear Valley Rd.

2010-2040 Measure I Strategic Plan
Conceptual Cost Estimate

Project Support		**$20,897,000**
Right of Way		**$4,509,000**
Utility Relocations		**$8,100,000**
Construction Items		
Roadway Construction	$43,608,000	
Wall Construction	$4,650,000	
Structures Construction	$0	
Mobilization	$4,826,000	
Construction Contingency	$7,239,000	
Additional Construction Items	$3,000,000	
Total Construction Cost		**$63,323,000**
Total Project Cost		**$96,829,000**

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.

By Tim Grogan

Inflation Maintains Strong Momentum

Steel prices start to pick back up after brief pause in 2005

High energy and material commodity prices continue to fuel construction industry inflation, which broke into the double-digit realm after the surge in steel prices during 2004 and has remained near those levels ever since. "It's a market I have not seen in my lifetime," says Neil Platz, vice president of procurement for Turner Corp., New York City. "I can't remember when everything was going up and going up at a good rate," he adds.

The selling price of new construction projects increased another 2.3% during the second quarter after climbing 2.5% during the first quarter of the year, according to three indexes that include productivity, overhead and margins along with labor and material costs (see table). The latest gain keeps the average annual increase for this group of indexes at 10%.

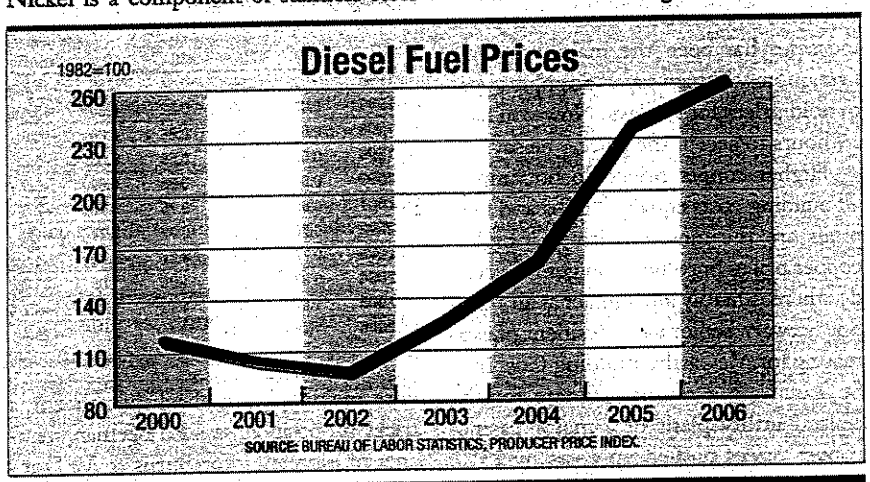
Indexes that measure only labor and material costs rose 1.2% this quarter and are up 6% for the year. The gap between the escalation rates of these two groups of indexes indicates that margins may be growing as a result of the very strong construction markets, which through April were running 9% above last year's record pace, according to the U.S. Dept. of Commerce.

For example, Karl Almstead, the Turner vice president responsible for compiling that firm's selling-price index, reports that the cost of copper wire quoted by one supplier increased 105% in a six-week period from April to mid-May of this year. At the same time, the Bureau of Labor Statistics' producer price index for copper in May showed a year-to-year increase of 87%. Wire prices have started to ease in June. "There are other influences," he says. "It is supply and demand and what the market will bear."

Nevertheless, final costs received a significant push from commodity prices. "Copper was the champ in the surge of commodity prices," which, in the second quarter were up 124% over a year ago, according to the Comex spot price, says John Mothersole, economist with Global Insight, Washington, D.C. "But I also would give kudos to aluminum (up 52%), nickel (up 21%) and zinc (up 170%). Nickel is a component of stainless steel prices and zinc affects galvanized sheet prices.

Mothersole expects these prices to only ease slightly in coming months (see chart). "Unlike last time prices spiked there are no large mining projects on the boards that would help alleviate supply problems in the near future," he says.

After kick-starting inflation in 2004



Builders' Construction Cost Indexes

NAME, AREA AND TYPE	APRIL 2005	JULY 2005	OCT. 2005	JAN. 2006	APRIL 2006	PERCENT CHANGE QUARTER	PERCENT CHANGE YEAR
GENERAL-PURPOSE COST INDEXES							
ENR 20-city: Construction Cost[1]	684.75	690.92	704.04	713.14	716.41	+0.5	+4.6
ENR 20-city: Building Cost[1]	616.87	621.21	631.35	641.63	641.73	0.0	+4.0
BuRec: General Buildings[2]	270.00	271.00	277.00	279.00	NA	NA	NA
Factory Mutual: Industrial[3]	NA	232.00	NA	236.00	NA	NA	NA
LSI: Material/Labor[1]	688.06	704.90	718.04	724.93	730.14p	+0.8	+6.2
Means: Construction Cost[4]	149.30	151.60	153.60	156.20	157.90	+1.1	+5.8
SmithGroup[5]	138.59	139.38	142.95	143.88	145.81	+1.3	+5.2
SELLING PRICE INDEXES—BUILDING							
LSI: Subcontractor[6]	759.54	781.71	800.36	818.47	824.31p	+1.5	+8.8
Turner: General Building[1]	704.00	726.00	746.00	766.00	787.00	+2.7	+11.8
Rider Hunt Levett & Bailey[7]	115.81	117.50	119.83	122.83	126.06	+2.6	+8.9
VALUATION INDEXES							
Boeckh: Commercial/Manufacturing[1]	659.03	652.67	666.56	679.28	692.30	+2.0	+5.1
Marshall & Swift: Industrial[5]	154.70	156.10	156.90	160.90	163.10	+1.4	+5.4
M&S Eastern Region	155.60	157.50	159.00	163.00	165.30	+1.4	+6.2
M&S Central Region	157.20	158.60	159.50	163.50	165.50	+1.2	+5.3
M&S Western Region	151.10	151.90	152.00	156.00	158.30	+1.5	+4.8
COMMERCE RESIDENTIAL BUILDING COST INDEXES							
New Single-Family[6]	143.90	148.00	150.00	153.00	NA	NA	NA
New Warehouse[8]	102.90	106.00	107.50	109.10	110.90	+1.6	+7.8

[1]BASE: 1967=100; [2]BASE: 1977=100; [3]BASE: 1980=100; [4]BASE: 1993=100; [5]BASE: 1992=100; [6]BASE: 1992=100; [7]BASE: APRIL 2001=100. P=PRELIMINARY. APRIL REPRESENTS MARCH DATA. THE AUSTIN CO. INDUSTRIAL BUILDING COST INDEX HAS BEEN DISCONTINUED.

with huge increases, steel prices eased back but now are once again contributing to escalation (ENR 3/22/04 p. 24). "Steel prices reached a plateau where everyone was comfortable with $520 per ton but now they are heading back up," says Turner's Platz. He says mills announced a $20 per ton increase effective June 1 after raising prices $25 per ton in May. In addition, he says warehouse stock is low and is refilling at today's higher prices. "People that don't have time to wait for a mill order and have to buy warehouse steel are going to be in for a shock," says Platz. Unfortunately, he also notes that many mills are booked and are not taking new orders until August.

"If you are bidding work, you don't know where prices are going and that uncertainty is creeping in to the market," says Platz. "People are becoming conservative in their bidding."

Energy prices are inflation's other main driver. The producer price index for May shows diesel fuel prices rising 40% above a year ago (see chart p. 44). This is the fourth consecutive year of strong price increases and it is putting relentless pressure on the cost of running equipment and delivering materials.

With crude prices hovering around $70 per barrel, most petroleum-based products also are under pressure. May's producer price index shows year-to-year increases of 18% for plastic construction products and 30% for asphalt paving.

"We expect crude oil prices to drop back to $60 per barrel by the end of the year, alleviating price pressure on insulation, roofing and plastic products," says Michele Halickman, construction materials analyst at Global Insight. The exception will be asphalt paving prices, she says. "As refineries switch over to lighter crude and the production of low-sulfur diesel fuel, there is less asphalt available," she notes. [Asphalt is a by-product in the refinery process.] "A number of producers also have low inventories, so there are a lot of concerns on the supply side." ■

Construction Materials Price Movement in 2005-06

		NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY
AGGREGATES	Monthly % chg.	+0.7	+0.2	+3.3	+0.3	+0.9	+0.9	+0.3
	Annual % chg.	+7.8	+7.7	+8.4	+8.1	+9.0	+8.9	+8.7
ALUMINUM SHEET	Monthly % chg.	+1.1	+2.3	+2.3	+4.1	+1.7	+0.9	+3.6
	Annual % chg.	NA	4.9	+6.6	+9.6	+10.4	+10.0	+15.0
ASPHALT PAVING MIXTURE	Monthly % chg.	+1.3	+1.0	+1.8	+2.0	+3.2	+3.7	+6.7
	Annual % chg.	+13.7	+14.4	+15.2	+16.9	+20.5	+23.7	+29.8
BRICKS	Monthly % chg.	+1.7	+0.4	+2.2	−0.2	+1.0	+1.2	−0.8
	Annual % chg.	+7.9	+8.0	+7.4	+6.7	+7.9	+8.2	+6.9
CEMENT	Monthly % chg.	+0.2	+0.4	+5.4	+0.8	+0.7	+1.6	+0.3
	Annual % chg.	+11.9	+12.3	+14.5	+14.1	+14.8	+14.8	+14.9
COPPER, PIPE AND TUBE	Monthly % chg.	+6.9	+1.6	+4.6	+1.8	+0.3	+16.1	+17.5
	Annual % chg.	+37.5	+38.0	+39.4	+45.3	+43.1	+70.7	+94.4
DIESEL FUEL	Monthly % chg.	−21.9	−3.7	−0.7	−0.6	+5.0	+12.0	+4.0
	Annual % chg.	+29.1	+46.8	+39.7	+31.0	+18.7	+31.4	+40.3
DUCTILE IRON	Monthly % chg.	0.0	0.0	+5.4	+0.8	0.0	0.0	0.0
	Annual % chg.	+8.8	+2.5	+8.0	+6.3	+6.3	+6.3	+6.3
FABRICATED STEEL, BLDG.	Monthly % chg.	0.0	+0.2	+0.5	+1.0	−0.2	+0.2	+0.3
	Annual % chg.	+3.1	+3.1	+3.6	+4.3	+4.1	+4.1	+4.3
GLASS, FLAT	Monthly % chg.	+0.7	−0.2	+0.1	−3.0	+2.7	−0.6	+0.5
	Annual % chg.	+3.1	+1.9	+1.5	−1.8	−0.2	−0.9	+0.5
GYPSUM PRODUCTS	Monthly % chg.	+0.1	+3.3	+1.9	+4.2	−0.8	+0.6	+4.7
	Annual % chg.	+14.6	+17.6	+18.5	+23.0	+21.2	+22.0	+25.9
LUMBER, SOFTWOOD	Monthly % chg.	−3.3	+1.3	+5.1	+1.3	−0.6	−1.8	+2.7
	Annual % chg.	−0.7	−0.4	+2.1	−2.5	−3.9	−4.2	−3.4
PAINT	Monthly % chg.	+1.7	+0.5	+0.7	+1.2	+2.3	−0.1	+0.4
	Annual % chg.	+7.5	+7.9	+7.3	+6.7	+8.7	+8.3	+7.7
PIPE & PIPE FITTING	Monthly % chg.	+2.0	+1.1	+0.5	+0.4	−0.1	−0.1	+0.2
	Annual % chg.	+5.7	+6.9	+5.3	+5.7	+4.5	+4.0	+3.8
PLYWOOD	Monthly % chg.	−14.6	−0.3	+0.9	−0.8	+0.1	+1.2	−3.3
	Annual % chg.	+3.9	−2.9	−2.7	−5.8	−3.9	−0.6	+1.5
PVC PRODUCTS	Monthly % chg.	+2.3	+0.9	+1.6	+0.4	−0.1	−1.0	0.0
	Annual % chg.	+20.8	+21.6	+22.1	+21.8	+20.5	+18.2	+18.0
READY-MIX CONCRETE	Monthly % chg.	+1.1	−0.1	+5.3	−1.0	+1.4	+1.3	+0.5
	Annual % chg.	+11.6	+11.3	+13.3	+11.1	+11.9	+12.7	+13.0
SHEET METAL	Monthly % chg.	+0.2	0.0	+0.5	0.0	+0.8	−0.1	+0.6
	Annual % chg.	+0.2	+0.1	+0.2	0.0	+1.1	+0.9	+1.8
WIRE AND CABLE	Monthly % chg.	+5.5	+4.1	+0.2	+0.6	−0.3	+5.7	+16.6
	Annual % chg.	+16.6	+21.1	+21.2	+20.4	+18.3	+25.8	+46.6

SOURCE: BUREAU OF LABOR STATISTICS. NA—NOT AVAILABLE

"Big Box" Material Prices

MATERIAL PRICE	U.S. AVG.	BIRMINGHAM	BOSTON	CHICAGO	DALLAS	WASHINGTON D.C.	DETROIT	NEW YORK	SACRAMENTO	SEATTLE	ST. LOUIS
WALLBOARD, Regular	9.04	9.78	9.86	7.67	NA	9.49	7.89	9.82	9.89	7.87	9.15
PLYWOOD SHEATHING GRADE	12.81	9.99	13.28	12.98	10.99	11.99	11.99	13.04	13.95	11.99	17.95
ORIENTED STRAND BOARD	8.99	7.99	7.99	10.99	7.99	7.99	10.99	10.02	7.99	7.99	9.99
FRAMING LUMBER	2.77	2.61	3.18	2.49	2.15	2.43	3.74	2.90	2.56	2.69	2.97
COPPER WATER TUBING	21.36	20.80	23.42	21.33	NA	21.33	21.33	20.56	NA	20.80	21.33
PVC PIPE 4-IN.	17.86	15.04	16.96	20.05	14.70	20.05	NA	18.22	NA	NA	20.05
STEEL PIPE 2-IN.	27.98	NA	NA	27.98	NA	27.98	27.98	27.98	NA	NA	NA
COPPER ELECTRIC WIRING	105.88	124.00	124.90	102.00	95.90	102.00	102.00	102.00	102.00	102.00	102.00
PORTLAND CEMENT	8.83	9.92	8.87	8.49	8.27	9.92	NA	9.88	7.98	8.47	7.78

SOURCE: ENR CONSTRUCTION ECONOMICS DEPT. WALLBOARD IS 1/2-IN. 4X8 SHEET; PLYWOOD IS 3-PLY, 1/2-IN., 4X8 SHEET; ORIENTED STRAND BOARD IS 1/2-IN., 4X8 SHEET; FRAMING LUMBER IS COMMON 2X4, 8-FT. LENGTH; COPPER WATER TUBING IS TYPE L, 10-FT LENGTH; PVC PIPE IS 4 IN., 10-FT LENGTH; STEEL PIPE IS 2 IN., 10-FT LENGTH; COPPER ELECTRIC WIRING IS 12-2, NON-METALLIC SHEATH, 250-FT PACKAGE; PORTLAND CEMENT IS TYPE 1. NEW YORK CITY IS FIVE-STORE AVERAGE, ALL OTHER CITIES ARE ONE-STORE SPOT PRICE.

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: August 2, 2006

Subject: Award of Construction Contract 06-056 for Construction of San Bernardino Valley Coordinated Traffic Signal System Program – Tier 2

Recommendation:* Placeholder agenda item for potential award of Construction Contract 06-056 for San Bernardino Valley Coordinated Traffic Signal System Program – Tier 2

Background: **This action is in anticipation of a new construction contract.** The San Bernardino Valley Coordinated Traffic Signal System Program – Tier 2 (Tier 2) is currently out to bid with bids scheduled to open the afternoon of July 25, 2006. This is the second of two separate signal coordination projects that will be awarded over the next month. Tier 2 generally entails the interconnect and coordination of 294 signals along major arterials and associated freeway interchanges in the San Bernardino County valley region (refer to attached figure for signal locations). The work comprises the installation of traffic signal interconnect systems, modifying traffic signals, installing one traffic signal, connecting traffic signals to existing communication systems, and appurtenant work at various signal locations in the program. The engineer's construction cost estimate for Tier 2 is approximately $1.8 million.

The Plans and Programs Policy Committee approved proceeding directly to the Board meeting following the bid opening to expedite our ability to issue a notice to proceed to the contractor to start construction activities and mobilize contract forces. The recent low bid for the Tier 1 project was 27% above the engineer's estimate. Proceeding directly to the Board meeting following the respective bid opening will allow us to obligate the funds necessary to fully fund this

*

Approved

Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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70107000

construction contract before the end of the federal fiscal year. State contracting law mandates that the lowest responsible and responsive bidder be awarded the contract. This takes most, if not all, of the discretion from the contract award process.

Financial Impact: This item has no impact on the FY 2006/07 Budget. TN 70107000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on July 19, 2006.

Responsible Staff: Andrea Zureick, Senior Transportation Analyst
Ty Schuiling, Director of Freeway Construction

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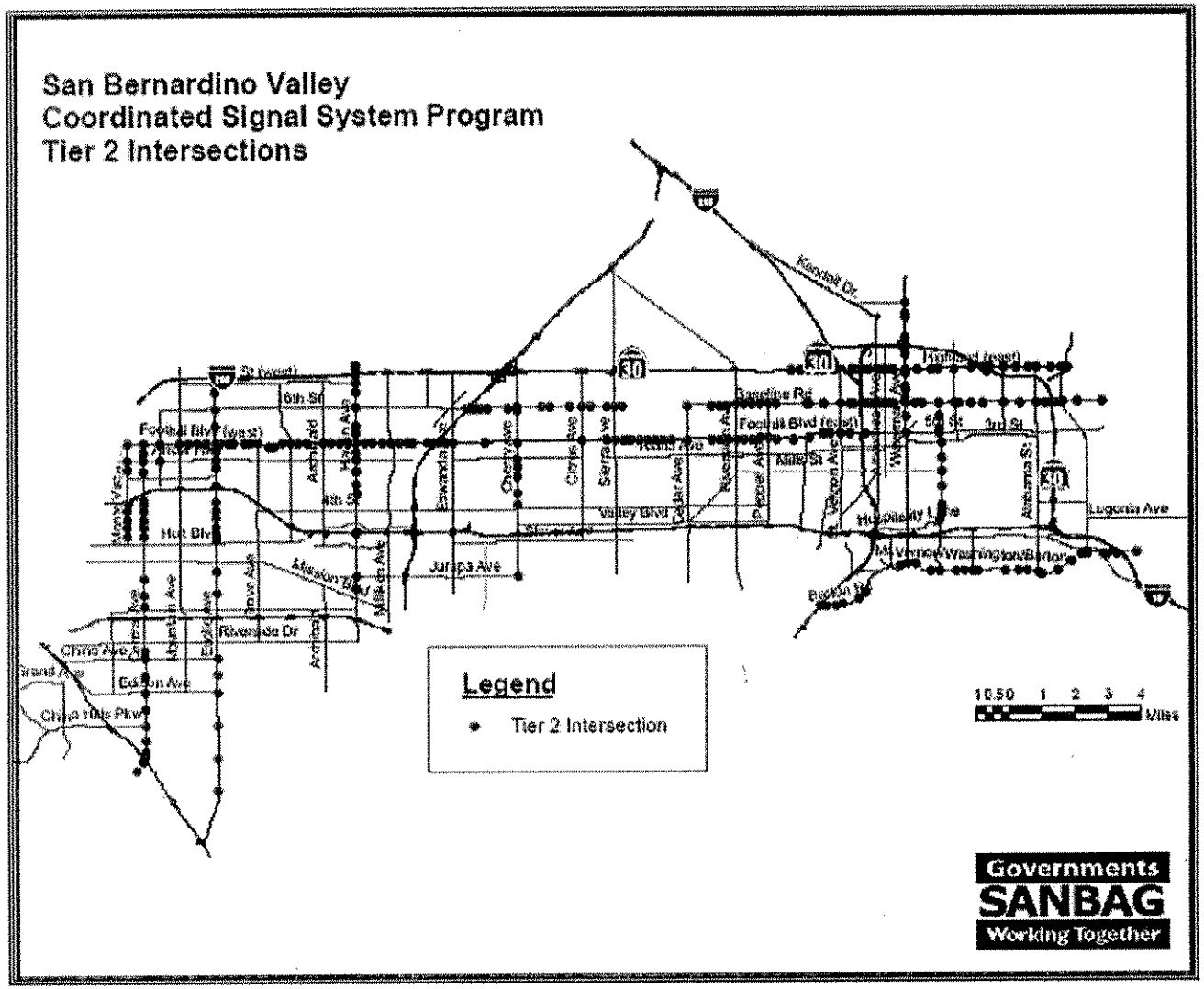

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70107000

AGENCY REPORTS

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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

AUGUST COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:
Ridership on the San Bernardino Line slowed 3% from last month but was up almost 4% from the same month in 2005. So far, July patronage looks slower yet, currently averaging 11,886 passenger trips per weekday.

Saturday ridership was down 21% from the record high last month but up 23% from the same month last year. Preliminary July data is a bit lower than June with a current average of 3,277 passenger trips per Saturday.

Sunday ridership was also down (-24%) from last month's record high but up almost 12% from the same month last year. As of mid-July, average Sunday ridership is slightly slower than June, currently at 1,703 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:
Ridership on the Riverside Line decreased 3% from May but was up 4% compared to the same month a year ago. At this point, July patronage is almost 4% lower than June with a current average of 4,462 passenger trips per weekday.

Inland Empire Orange County (IEOC)
June average daily ridership on the IEOC Line decreased slightly (-2%) from May but was up 22% compared to June 2005. A preview look at July ridership figures shows stronger patronage than June, currently averaging 4,473 passenger trips per weekday.

Total System:
Systemwide, average daily ridership dropped a bit (-2%) from the May record high but was still the second highest average ever for thus line. June 2006 was 8% higher than June 2005. Preliminary data for July points to steady patronage with little change in the daily ridership average.

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Table 1

Average Weekday Daily Ridership*

	San Bernardino	Riverside	IEOC	Systemwide
June 2006	11,956	4,625	4,384	42,090
June 2005	11,524	4,445	3,605	39,004
% Change	+ 3.7%	+ 4.0%	+ 21.6%	+ 7.9%

*Adjusted for Holidays

Table 2

Average Weekend Ridership

	San Bernardino Saturday	San Bernardino Sunday
June 2006	3,345	1,790
June 2005	2,717	1,601
% Change	+ 23.1%	+ 11.8%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:
On-time performance results for the outbound trains on the San Bernardino Line improved this month compared to last month. At 98% on time, June was four percentage points better than May. There was no month-to-month change in the performance results for inbound trains. Causes for the twenty-four reported delays were split about evenly between signals & communication, mechanical difficulties, passenger issues and "other" operation issues.

Riverside-Ontario-Los Angeles Line:
On-time performance for the Riverside Line improved this month compared to last month. Outbound trains gained three percentage points and inbound trains gained one point to finish June 94% and 95% on time, respectively. Five of the fourteen reported delays were caused by dispatching.

Inland Empire-Orange County (IEOC) Line:
June on-time performance results for the IEOC Line were quite a bit worse than May. Southbound trains dropped twelve percentage points to finish 84% on time and northbound trains dropped six points to finish 87% on time. Of the forty-nine reported delays, fifteen were due to "other operations issues, thirteen were caused by dispatching and another eleven were due to signals and communications issues.

Table 3

On-Time Performance
Percent of weekday trains arriving within 5 min. of scheduled time
(June 2006 vs. June 2005)

	San Bernardino		Riverside		IEOC	
	In	Out	In	Out	So.	No.
June 2006	96%	98%	95%	94%	84%	87%
June 2005	97%	93%	92%	82%	98%	94%

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:

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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

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

Tonia Reyes Uranga
Councilmember, City of Long Beach
Cities of Los Angeles County/
Eastern Region

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

July 14, 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 the July 14, 2006 AQMD Governing Board meeting.

PUBLIC HEARING ITEMS APPROVED AT JULY 14, 2006 BOARD MEETING

Amend Rule 219 – Equipment Not Requiring a Written Permit Pursuant to Regulation II ***(Continued from June 2, 2006 Board Meeting)***
Board consideration of subdivision (q) of Proposed Amended Rule 219 was previously continued to the July 7, 2006 meeting along with relevant Board Resolutions to allow time for additional public review of this section pertaining to permits for agricultural equipment at small agricultural operations. (Review: Stationary Source Committee, May 26, 2006)

Majority Votes: 7 Yes, 0 No, 5 Absent

Amend Rule 1157 – PM_{10} Emission Reductions from Aggregate and Related Operations ***(Continued from June 2, 2006 Board Meeting)***
The proposed amendment simplifies and streamlines the implementation of the high wind exemption provision in accordance with a settlement agreement reached last year with the industry. The proposed amendment specifies the additional dust control strategies that an aggregate facility must implement in order to qualify for the exemption. The Governing Board has discretion to approve or reject the proposed amendment. (Review: Stationary Source Committee, April 28, 2006)

Lack of quorum; hearing continued to Sept. 8, 2006 Board meeting

Amend Rule 1171 – Solvent Cleaning Operations ***(Continued from June 2, 2006 Board Meeting)***
The proposed amendment will delay the compliance date for the use of low-VOC clean-up solvents on ink application equipment used in lithographic/letterpress printing (except newsprint), screen printing and ultraviolet/electron beam inks by 18 months to January 1, 2008. Additional time is necessary to allow further testing and industry transition to new cleaning materials. However, staff proposes to implement the 100 gram per liter VOC limit for clean-up solvents for ink application equipment used for lithographic printing on newsprint starting July 1, 2006 and allow the use of cleaners with 650 grams per liter of VOCs for automatic roller and blanket clean up systems (lithographic printing) until December 31, 2007. The Board will also make infeasibility findings for the extended compliance dates. (Review: Stationary Source Committee, April 28, 2006 and June 23, 2006)

Majority Votes: 7 Yes, 0 No , 5 Absent

(Note: Public hearing continued to September 8, 2006 Board meeting, with respect to newsprint limits only.)

Report on SCAQMD 8-Hour Ozone Reasonably Available Control Technology, State Implementation Plan
South Coast AQMD is classified as Severe 17 and the Coachella Valley located in Riverside County is classified as serious non-attainment area with respect to the 8-hour ozone National Ambient Air Quality Standards (NAAQS). The U.S. EPA Final Rule to Implement the 8-Hour Ozone NAAQS (70 FR 71612, November 29, 2005) requires that areas classified as moderate or higher for the 8-hour ozone NAAQS must develop and submit a demonstration that their current air pollution rules fulfill the 8-hour ozone Reasonably Available Control Technology. The staff report has been developed to fulfill this obligation. (Review: Stationary Source Committee, June 23, 2006)

Majority Votes: 7 Yes, 0 No, 5 Absent

PUBLIC HEARINGS SET FOR SEPTEMBER 8, 2006 BOARD MEETING

Amend Rule 1302 – Definitions and Rule 1309.1 – Priority Reserve
The proposed amendment to Rule 1302 clarifies the definition of essential public services and adds definitions for energy projects of regional significance, biosolids and biosolids processing facilities. Proposed amendments to Rule 1309.1 will allow qualifying electric generating facilities, other energy-related projects of regional significance and non-public biosolids processing facilities to access the Priority Reserve for the purpose of procuring offset credits. Amendments also include adjustment of the offset credit price schedule and offset ratio for such credits. (Review: Stationary Source Committee, July 28, 2006)

Amend Regulation IX – Standards of Performance for New Stationary Sources
U.S. EPA has authorized local air districts to implement federal standards set in 40 Code of Federal Regulations (CFR) Part 60, Standards of Performance for New Stationary Sources (NSPS), and Part 61, National Emission Standards for Hazardous Air Pollutants (NESHAPs). Periodic amendments to Regulations IX and X incorporate new or amended standards by

reference. Five actions for NSPS are proposed for incorporation into Regulation IX. There were no actions regarding NESHAPs, Part 61. The NSPS amendments include: adding alternative emissions monitoring requirements; corrections and definitions; and establishing a "cap-and-trade" program for mercury emissions from coal-fired electric utility steam generating units. (Review: Stationary Source Committee, June 23, 2006)

Adopt Proposed Rule 410 – Odors from Transfer Stations and Material Recovery Facilities
Proposed Rule 410 establishes requirements for transfer stations and material recovery facilities (MRFs) handling municipal solid waste. The purpose of the proposed rule is to provide a preventative approach to reduce odors from transfer stations and MRFs. The proposed rule will apply to new, modified, and existing MRFs. Under the proposed rule, affected facilities would be required to submit an Odor Management Plan. The proposed rule will have an exemption option for submittal of the PR 410 Odor Management Plan if the facility has an Odor Management Plan approved by its Local Enforcement Agency that is incorporated in their solid waste permit. (Review: Stationary Source, September 23, 2005 and May 26, 2006)

Adopt Proposed Rule 1315 – New Source Review Tracking System
Proposed Rule 1315 was developed to formalize AQMD's accounting methodology for tracking credits to and debits from its federal interest NSR offset accounts and to demonstrate programmatic equivalency between AQMD's NSR program and federal NSR requirements. In addition, U.S. EPA has requested adoption of and AQMD staff has agreed to propose an NSR tracking rule to the Board for adoption as a necessary condition for U.S. EPA's future approval of Rule 1309.2 – Offset Budget in the SIP. (Review: Stationary Source Committee, July 28, 2006)

AQMD will not hold its monthly Board or Committee meetings in August.

Also enclosed is the *AQMD Advisor*.

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.

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.	James Lindley, Vice President (Chair) Dennis Hansberger, President (Vice Chair) Paul Biane, Past President Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Josie Gonzales, Supervisor Darrell Mulvihill, Big Bear Lake Gwenn Norton-Perry, Chino Hills Gary Ovitt, Supervisor Bill Postmus, Supervisor Rick Roelle, Apple Valley	6/30/2007 6/30/2007 6/30/2007 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 Nine 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 ** Robert Christman, Loma Linda Paul Eaton, Montclair * Pat Morris, San Bernardino Alan Wapner, Ontario Diane Williams, Rancho Cucamonga* Vacant (Kelly Chastain), Colton	12/31/2006 (6/30/2007) 12/31/2006 (6/30/2007) Indeterminate 12/31/2007 Indeterminate 12/31/08 12/31/08 12/31/07 Indeterminate
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) Deirdre Bennett, Colton Paul Biane, Supervisor 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) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts of up to $25,000 with notification to Board of Directors	Paul Eaton, Montclair (Chair) Mark Nuaimi, Fontana (Vice Chair) Gary Ovitt, Supervisor Paul Biane, Supervisor 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 Vacant (Kelly Chastain)	12/31/2006 (6/30/2007) 12/31/2007 (6/30/2007) Indeterminate Indeterminate 12/31/2007 12/31/2006 Indeterminate Indeterminate 12/31/2006 12/31/2006 Indeterminate 12/31/2006 12/31/2007 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