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
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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

AGENDA

Board of Directors Meeting

December 6, 2006

Start Time: 9:30 a.m.

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

Board of Directors

President
Dennis Hansberger, Supervisor,
County of San Bernardino

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

Jim Nehmens, Mayor
City of Adelanto

Rick Roelle, Mayor Pro Tem
Town of Apple Valley

Lawrence Dale, Mayor
City of Barstow

Darrell Mulvihill, Council Member
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Gwenn Norton-Perry, Mayor Pro Tem
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, Mayor Pro Tem
City of Redlands

Grace Vargas, Mayor
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Kevin Cole, Mayor
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

December 6, 2006
9:30 a.m.

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

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

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

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

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of December 6, 2006.** Pg. 13

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

Notes/Actions:

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up under Agenda Item 32.

Administrative Matters

2. Board of Directors Attendance Roster Pg. 16

3. Procurement Report for October 2006 Pg. 20

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

This item was unanimously received by the Administrative Committee on November 8, 2006. ***(Meeting chaired by Supervisor Dennis Hansberger)***

Regional & Qualify of Life Programs

4. Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol (FSP) funding Pg. 22

Approve Agreement No. R07-096 between Caltrans and SANBAG, to accept State funds for the operations and management of FSP services for $1,272,539, as outlined in the Financial Impact Section below. **Marla Modell**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on November 15, 2006. The item has been reviewed and approved by Legal Counsel. ***(Meeting chaired by Paul Eaton)***

Subregional Transportation Planning & Programming

5. Status of projects in Lucerne Valley Pg. 31

Receive status report on projects in Lucerne Valley on State Route 18 and State Route 247 (See attached Project Summary Status Report). **Deborah Barmack**

This item was unanimously received by the Mountain/Desert Committee on November 17, 2006. ***(Meeting Chaired by Jim Lindley)***

Notes/Actions:

Consent Calendar Continued....

Subregional Transportation Planning & Programming (Cont.)

6. **City of Fontana Project Advancement Agreements** Pg. 33

Approve Project Advancement Cooperative Agreements with the City of Fontana as follows:

a. C07058 - Baseline Ave Widening from Citrus Ave to 330' East of Mango Ave
b. C07059 – Cherry Ave Widening from Jurupa Ave to Slover Ave
c. C07060 – Foothill Blvd Widening from East Ave to Hemlock Ave
d. C07061 – Sierra Ave Widening from Baseline Ave to Walnut Ave
e. C07062 – Jurupa Ave Widening from Etiwanda Ave to Sierra Ave
f. C07063 – Citrus Ave Widening from Baseline Ave to So Highland Ave
g. C07064 – Walnut Ave Widening from Citrus Ave to Sierra Ave
h. C07065 – So Highland Ave Widening from San Sevaine Rd to Citrus Ave
i. C07129 – I-15/Duncan Ave Interchange Construction

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 15, 2006. (***Meeting chaired by Paul Eaton***)

7. **Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG) for funding for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program** Pg. 99

Approve Cooperative Agreement C07136 between Caltrans and SANBAG to accept State funds for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program in the amount of $1,500,000, as outlined in the Financial Impact Section. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 15, 2006. (***Meeting chaired by Paul Eaton***)

8. **Quarterly Administrative Report on SANBAG Federal Funding Programs** Pg. 106

1) Receive report on quarterly reporting and obligation status.

2) Adopt a finding of compliance with obligation requirements for all affected agencies. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on November 15, 2006 and the Mountain/Desert Committee on November 17, 2006. ***(Plans and Programs Committee meeting chaired by Paul Eaton and Mountain/Desert Committee meeting chaired by Bill Postmus)***

Notes/Actions:

Consent Calendar Continued....

Subregional Transportation Planning & Programming (Cont.)

9. Amendments to Contracts 02-012 and 04-010 with Albert Grover & Associates (AGA) for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tiers 1 and 2 Pg. 112

1. Approve Amendment No. 2 to Contract 02-012 with AGA for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 1, increasing the contract amount by $748,780, as specified in the Financial Impact Section, and extending the contract completion date to September 1, 2010.

2. Approve Amendment No. 1 to Contract 04-010 with AGA for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 2, increasing the contract amount by $437,840, as specified in the Financial Impact Section, and extending the contract completion date to September 1, 2010.

3. Approve budget amendment to increase Task 70107000 in the amount of $1,186,620. Funding source is State Highway Operations and Protection Program (SHOPP) funds as detailed in the Financial Impact Section. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 15, 2006. (*Meeting chaired by Paul Eaton*)

Project Development

10. Amendment No 1 to Contract No. 05-036 for Highway Landscaping of SR 71 to Belaire-West Landscaping, Inc. Pg. 133

1. Approve Amendment No. 1 to Contract No. 05-036 to Belaire-West Landscaping, Inc. for Highway Landscaping of SR 71 in the amount of $88,275, and

2. Amend the SANBAG 2006/2007 Budget increasing expenditures and revenues in Task Number 81807000 in the amount of $88,275 as detailed in the Financial Impact Section. Funding sources is Measure I Valley Major Projects. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas)*

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

11. Amendment No. 4 to Purchase order No. 0432 to P&D Consultants for construction management services for the State Route 71 Landscape Project Pg. 139

1. Approve Amendment No. 4 to Purchase Order No. 0432 with P&D Consultants increasing the amount by $45,000 to provide Construction Management Services for Route 71 Landscaping completion project, and

2. Amend the SANBAG 2006/2007 Budget increasing expenditures and revenues in Task Number 81807000 in the amount of $45,000 as detailed in the Financial Impact Section. Funding sources is Measure I Valley Major Projects. **Darren Kettle**

This was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

12. Construction Cooperative Agreement No. C07130 with Caltrans for the Interstate 215 Segment 3 Pg. 142

Approve Construction Cooperative Agreement No. C07130 with Caltrans I-215 Segment 3. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

13. Amendment No. 1 to Contract No. 03-014 with David Evans Associates for construction staking on Route 210 East and I-10 projects Pg. 154

Approve Amendment No. 1 to Contract No. 03-014 with David Evans and Associates for construction staking on Route 210 East and I-10 projects increasing the contract amount by $1,504,239. The new total contract amount is $7,286,300. **Darren Kettle**

This item was reviewed and recommended for approval (Christman opposed), by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

14. Approve Plans and Specifications and Authorize advertising for Construction Bids for Ramona Avenue Grade Separation Pg. 163

Approve Plans and Specifications and Authorize advertising for Construction Bids for Ramona Avenue Grade Separation. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

15. Award of Contract No. C07024 with Harris and Associates for State Street/University Parkway Grade Separation Construction Management Pg. 164

Approve Contract No. C07024 with Harris and Associates for State Street/University Parkway Grade Separation Construction Management in the amount of $3,740,000 as detailed in the Financial Impact Section. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

16. Amendments to extend period of performance for various contracts Pg. 199

Recommend approval of amendments to extend period of performance:

CN 98-042-05 Traffic Operations Inc - .Extend to 12/31/07
CN 98-043-05 Hi-Way Safety Services - Extend to 12/31/07
CN 99-019-04 EPT Design - Extend to 12/31/07
CN 05-007-01 Parsons Brinkerhoff (PB) -Extend to 12/31/07
CN 95-065-04 County Real Estate Services - Extend to 12/31/07
CN 02-011-05 LAN Engineering - Extend to 06/30/07
CN 01-061-06 URS Corporation - Extend to 06/30/07
Darren Kettle

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

17. Amendment No. 2 to Contract 04-009 with HNTB Corporation for construction support services for State Route 210 Project, segment 10 Pg. 215

1. Approve Amendment No. 2 to Contract No. 04-009 with HNTB Corporation for construction support services for State Route 210 Project, segment 10 extending the contract term to December 31, 2007 and increasing the contract amount by $125,000 for total not to exceed amount of $525,000. TN 82407000

2. Approve Amendment to the SANBAG 2006/07 budget increasing revenues and expenditures in the amount of $125,000 in Task 82407000 as described in the Financial Impact section below. Funding source is Measure I Valley Major Projects unallocated reserve. **Darren Kettle**

This item was reviewed and recommended for approval (Christman opposed), by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

18. Request for Qualifications (RFQ) No. C07102 for Preliminary Engineering and Environmental Document Development for BNSF/UP Colton Crossing Project Pg. 221

1. Authorize release Request for Qualifications (RFQ) No. C07102 for Preliminary Engineering and Environmental document development for BNSF/UP Colton Crossing Project, and

2. Waive SANBAG Policy 11000, VII (C) (local preference policy) in order to maximize competition and ensure an adequate pool of qualified firms. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

19. Waiver of Local Preference Policy for Request for Qualifications (RFQ) for the I-10 HOV Lane Addition and the I-15/I-215 Devore Interchange Project Development Activities Pg. 237

Waive SANBAG Policy 11000, VII (C) (local preference policy) for RFQs for Project Development Activities for the I-10 HOV Lane Addition and the I-15/I-215 Devore Interchange in order to maximize competition and ensure an adequate pool of qualified firms/teams. **Darren Kettle**

This item was reviewed and recommended for approval by the Major Projects Committee on November 9, 2006. ***(Meeting chaired by Grace Vargas)***

20. Construction Cooperative Agreement No. C07085 with the City of Montclair for the Ramona Avenue Grade Separation project Pg. 239

1. Approve Construction Cooperative Agreement No. C07085 with the City of Montclair for the Ramona Avenue Grade Separation project, and

2. Approve budget amendment to the 2006/07 Budget to add the Ramona Avenue Grade Separation task (TN 87207000), and recognize revenues and expenditures in the amount of $5,040,000 as described in the financial impact section below. Revenue sources are $5 million from the City of Montclair and $40,000 from Measure I Valley arterial funds. **Darren Kettle**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 12, 2006. ***(Meeting chaired by John Pomierski)***

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail

21. Preparation of an Operations Analysis of the Morongo Basin Transit Authority and Mountain Area Regional Transit Authority Pg. 246

Award Contract 07073 – Preparation of an Operations Analysis of the Morongo Basin Transit Authority (MBTA) and Mountain Area Regional Transit Authority (MARTA) to the firm of Nelson\Nygaard Consulting Associates, Inc. in the amount not to exceed $179,718 as identified in the Financial Impact Section. **Mike Bair**

This item was reviewed by the Plans and Programs Committee on November 15, 2006 and unanimously recommended for approval. ***(Meeting chaired by Paul Eaton)***

22. Budget Amendment to Commuter Rail Capital Budget, Task Number 37907000 Pg. 269

Approve an amendment to the Commuter Rail Capital Budget, Task Number 37907000, increasing the budget authority by $564,615 for a new total of $9,604,650 as identified in the Financial Impact Section. **Mike Bair**

This item was reviewed by the Commuter Rail Committee on November 16, 2006 and unanimously recommended for approval. ***(Meeting chaired by Pat Gilbreath)***

Transportation Programs & Fund Administration

23. Findings from the September 2006 Transportation Development Act Unmet Transit Needs Public Hearings Pg. 271

Adopt Resolution 07-004; Resolution of the San Bernardino County Transportation Commission Adoption of Unmet Transit Needs Findings for the Public Hearings held in September 2006. **Mike Bair**

The preliminary findings were presented and recommended for adoption by the Public and Specialized Transportation Advisory and Coordination Council (PASTACC) on November 14th, and the Morongo Basin Transit Authority (MBTA) on November 16th. This item was reviewed by the Mountain/Desert Committee on November 17, 2006 and unanimously recommended for approval. ***(Meeting chaired by Jim Lindley).*** **The VVTA Board unanimously recommended approval of the resolution findings on November 20th.**

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Administration (Cont.)

24. Measure I Summary Audit Report Pg. 288

Accept the Measure I Summary Audit Report of Local Pass-Through Funds for the year ending June 30, 2005. **Deborah Barmack** (Separate attachment)

The Valley Measure I Audits were reviewed and unanimously recommended for approval by the Plans and Programs Committee on September 20, 2006, and the Mountain/Desert Measure I Audits were reviewed and unanimously recommended for approval by the Mountain/Desert Committee on June 16, 2006 and November 17, 2006. ***(Plans and Programs Meeting Chaired by Paul Eaton and Mountain/Desert Meetings Chaired by Jim Lindley)***

DISCUSSION ITEMS

Administrative

25. Election, appointments, and selection of Board members to serve on policy committees and to serve as Vice President Pg. 290

1. Set date of January 10, 2007, for the election of Vice President for the SANBAG Board of Directors for a term to end in June 2007.

2. Set date of January 10, 2007, for East, West, and Mountain/Desert caucuses to select members of the Administrative and Plans and Programs Committee.

3. Accept resignation of Supervisor Paul Biane from the Commuter Rail Committee.

4. Note that terms will expire for appointments to the Alameda Corridor-East Construction Authority, California Association of Councils of Governments, Metro Gold Line Phase II Joint Powers Authority, Mobile Source Air Pollution Reduction Review Committee, and SR 91 Advisory Committee. **Deborah Barmack**

This item has not had prior policy committee review. Action is scheduled for the January 10, 2007, Board of Directors meeting

26. SANBAG Organization Chart Pg. 297

Receive proposed SANBAG Organization Chart. **Tony Grasso**

This item was reviewed by the Administrative Committee on November 8, 2006 and recommended for presentation to the Board of Directors on December 6, 2006. ***(Meeting chaired by Dennis Hansberger)***

Notes/Actions:

Discussion Items Continued....

Regional & Quality of Life Programs

27. Administrative Amendment to Contract No. 05-045 for Multi-County Goods Movement Action Plan Funding Agreement Pg. 299

Note administrative amendment to Contract No. 05-045 with Orange County Transit Authority (OCTA), Riverside County Transportation Commission (RCTC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Southern California Association of Governments (SCAG) and San Bernardino Associated Governments (SANBAG) for the Multi-County Goods Movement Project. **Ty Schuiling**

This item has not had prior policy committee review but has been reviewed by Counsel.

Subregional Transportation Planning & Programming

28. Annual Determination of Local Government Conformance to the Congestion Management Program (CMP) Pg. 309

1) Conduct a public hearing regarding whether local jurisdictions are conforming with the requirements of the CMP.

2) Find that the Cities of Adelanto, Loma Linda, Redlands, Rialto and the County of San Bernardino are not conforming with the requirements of the CMP.

3) Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3. **Ty Schuiling**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on November 15, 2006. (*Meeting chaired by Paul Eaton*)

29. Regional Housing Needs Assessment Status Pg. 314

Information Only. **Ty Schuiling**

This item was reviewed by the Plans and Programs Policy Committee on November 15, 2006. (*Meeting chaired by Paul Eaton*)

30. Candidate Projects for Corridor Mobility Improvement Account Funding Pg. 322

Receive Report. **Ty Schuiling**

This information item has not had prior committee review.

Notes/Actions:

Discussion Items Continued.....

Project Development

31. Award Construction Contract No. C07095 for Interstate 215 5th Street Overcrossing Construction Pg. 327

Award Construction Contract No. C07095 to Atkinson Construction for Interstate 215 5th Street Overcrossing Construction. **Darren Kettle**

This item is being presented directly to the Board for approval on December 6, 2006.

Other Matters

32. 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

CLOSED SESSION

Conference with Legal Counsel-Existing Litigation
pursuant to Section 54956.9(a)
Case Nos. RCVRS087163, RCVRS095320, and RCVRS083833

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
Commuter Rail Report — Pg. 343
Mayor Pro Tem Patricia Gilbreath
South Coast Air Quality Management Report — Pg. 346
Mayor Dennis Yates
SCAG Committees
SCAG Regional Council — Pg. 348
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications
SANBAG Policy Committees — Pg. 349
Acronym List — Pg. 351
Calendar of Events — Pg. 353

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!*

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM 1

Date: December 6, 2006

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
9	02-012-02	Albert Grover & Associates	None
9	04-010-01	Albert Grover & Associates	None
10	05-036-01	Belaire-West Landscaping, Inc. *Donavan Groen*	None
11	P.O. 0432-04	P&D Consultants *Harry Clarke*	None
13	03-014-01	David Evans and Associates *Cliff Simental*	None

*

Approved
Board of Directors

Date: *December 6, 2006*

Moved: *Second:*

In Favor: *Opposed:*

*Witnessed:*_____

15	C07024	Harris and Associates *David Seevers*	Associated Engineers CHJ Incorporated Wilson and Company Paula Beauchamp Patrick O'Reilly
16	98-042-05	Traffic Operations, Inc. *Michael Izzi*	None
16	98-043-05	Hi-Way Safety Services *Gary Myers*	None
16	99-019-04	EPT Design *Richard Vanderwood*	None
16	05-007-01	Parsons Brinkerhoff (PB) *Khalil Saba*	LSA Associated Engineers Earth Mechanics
16	02-011-05	LAN Engineering *William Nascimento*	Hanson Wilson HDR Douglas Engineering Earth Mechanics, Inc. RHA Landscape Architects Lin Consulting Cutler Associates
16	01-061-06	URS Corporation *Jeff Chapman*	Tatsumi & Partners CH2M Hill
17	04-009-02	HNTB *Michael Kraman*	Holmes & Narver Associated Engineers Ludwig Engineering AEI-CASC MCE Group
21	C07073	Nelson\Nygaard *Linda Rhine*	Patti Post & Associates *Patti Post*

31	C07095	Atkinson Contractors, LP *John Harrington*	Sudhakar Company Diversified Landscape Statewide Safety and Signs Alcorn Fence Coral Construction West Coast Welding DSI Integrity Rebar CTM Construction Pehall Company VT Electric Ortiz Asphalt

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

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

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: 3

Date: December 6, 2006

Subject: Procurement Report for October 2006

Recommendation:* Receive Monthly Procurement Report.

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

Attached are the purchase orders in excess of $5,000 to be reported to the Board of Directors for the month of October 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 was unanimously received by the Administrative Committee on November 8, 2006. *(Meeting chaired by Supervisor Dennis Hansberger)*

Responsible Staff: Terrence J. McGuire, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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ISF07

PURCHASE ORDERS ISSUED FOR OCTOBER 2006

P.O. #	Vendor	Purpose	Sole Source Y/N	Amount
07119	tWrite, Inc.	I-215 General Brochure Design	Y	$ 5,000.00
		TOTAL PURCHASE ORDERS ISSUED		$ 5,000.00

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TRANSPORTATION MEASURE I

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

AGENDA ITEM: 4

Date: December 6 2006

Subject: Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol (FSP) funding.

Recommendations:* Approve Agreement No. R07-096 between Caltrans and SANBAG, to accept State funds for the operations and management of FSP services for $1,272,539, as outlined in the Financial Impact Section below.

Background: SANBAG began pursuing funding for FSP several years ago, culminating with the first State FSP allocation starting in Fiscal Year (FY) 2005/2006. 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 the motorists' 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.

In January 2006, SANBAG began operating four FSP beats, three on Interstate (I) 10 from the Los Angeles county line to Waterman Avenue in San Bernardino, and one on I-15 from the Riverside County line to Baseline Avenue in Rancho Cucamonga. SANBAG is planning to implement two new beats in January 2007 and then two more in the spring of 2007. The additional beats approved by the

*

Approved
Board of Directors

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

BRD0612a-MMK.doc
Attachment
TN 70407000

SANBAG Board to be implemented, include all of State Route (SR) 60 in San Bernardino county, I-215 from the Riverside County line to University Avenue in San Bernardino, and on I-10 from Waterman through Orange Street in Redlands.

These services are funded through a combination of State, Measure I Transportation and Environmental Enhancement Management Program (TMEE) or funding from the Mobile Source Air Pollution Reduction Review Committee. State funds are allocated on an annual basis to participating agencies through a formula based on population, urban freeway lane miles, and levels of congestion in those urban areas. Please refer to the attached agreement, which stipulate the FY 2006/2007 State contribution in the amount of $1,272,539 (80% of total participating costs), and the local match of $318,135 (20% of total participating costs), for a total funding package to be dedicated to FSP of $1,590,674. Note that these State funds must be expended within two fiscal years of obligation; therefore, any funds not claimed in the current fiscal year may be carried over and expended in subsequent years.

The four current operating FSP beats have provided 17,989 assists to stranded motorists since program inception in January 2006. The service is provided Monday through Friday peak commute hours, 5:30 a.m. to 8:30 a.m. (Monday through Friday), 3:00 p.m. to 7:00 p.m. (Monday through Thursday), and 1:00 p.m. to 7:00 p.m. (Friday). The program's day to day field supervision is handled by the California Highway Patrol.

As the program is implemented and progresses, Staff will bring forward periodic updates and news on the programs' success.

Financial Impact: The funding as well as expenses generated as a result of this item is included in the Fiscal Year 2006/2007 Budget, TN 70407000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on November 15, 2006. The item has been reviewed and approved by Legal Counsel. *(Meeting chaired by Paul Eaton).*

Responsible Staff: Marla Modell, Air Quality/Mobility Programs Specialist

BRD0612a-MMK.doc
Attachment
TN 70407000

SANBAG Contract No. R07-096

by and between

San Bernardino Associated Governments

and

California Department of Transportation

for

Freeway Service Patrol Fund Transfer Agreement

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 1,272,539	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
		Current Amendment:	$ _____
Contingency Amount:	$ _____	Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 1,272,539

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
70407000	Various	State of Califronia	0796	$ 1,272,539
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: 12/06/06 Contract Start: 7/1/06 Contract End: 6/30/08

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: 2006/07 $ 392,971	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 879,568

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

If yes, which Task includes budget authority? 70407000

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

CONTRACT MANAGEMENT

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

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

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Michelle Kirkhoff** Contract Manager: **Marla Modell**

Task Manager Signature 11/3/06 Date Contract Manager Signature 11/3/06 Date

Chief Financial Officer Signature 11/6/06 Date

Filename: CSSR07096-MMK.doc

Form 28 06/06

FREEWAY SERVICE PATROL PROGRAM
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP07-6053(073) Location: 08-SBD-Var-SBAG
Project No. FSP07-6053(073) EA: 08-924991L

THIS AGREEMENT, effective on July 1, 2006, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the San Bernardino Associated Governments, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq. authorizes STATE and administering agencies to develop and implement a Freeway Service Patrol (FSP) program on traffic-congested urban freeways throughout the state; and

WHEREAS, STATE has distributed available State Highway Account funds to administering agencies participating in the FSP Program in accordance with S&HC Section 2562; and

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol for FY 2006-2007, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds	
$1,590,674.00	$1,272,539.00	$318,135.00	; and

WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in the FSP program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of Resolution No._____ approved by ADMINISTERING AGENCY on _____, a copy of which is attached.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer	Date	$ 1,272,539.00
Sricah Mahan	10-12-06	

Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	$
47	2006	2660-102-042	2006/2007	20.30.010.600	C	262040	114-042-T	1,272,539.00

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any, that is to be funded under the FSP program.

2. To pay ADMINISTERING AGENCY the STATE's share, in amount not to exceed $1,272,539.00, of eligible participating PROJECT costs.

3. To Deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of $203,606.24. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. (The initial deposit will be calculated at 16% of the STATE's total share.)

4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY 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 STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.

2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal which identifies all anticipated direct and indirect PROJECT costs which ADMINISTERING AGENCY may invoice STATE for reimbursement under this Agreement is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this Agreement.

3. To use all state funds paid hereunder only for those transportation related PROJECT purposes that conform to Article XIX of the California State Constitution.

4. STATE funds provided to ADMINISTERING AGENCY under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY.

5. To develop, in cooperation with STATE, advertise, award and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures.

6. Upon award of a contract for PROJECT, to prepare and submit to STATE an original and two signed copies of invoicing for STATE's initial deposit specified in Section I, Article 3. Thereafter, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.

7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual and shall be mailed to the Department of Transportation, Accounting Service Center, MS 33, Local Program Accounting Branch, P.O. Box 942874, Sacramento CA, 94274-0001.

8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the District Local Assistance Engineer. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed for to STATE under this Agreement.

9. COST PRINCIPLES

A) ADMINISTERING AGENCY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (2) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or subcontractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the California Transportation Commission.

10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

14. SINGLE AUDIT

ADMINISTERING AGENCY agrees to include all state (Funds) and federal funded projects in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be July 1, 2006.

2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.

3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.

4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.

5. Neither STATE 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 ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, 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 in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

6. Neither ADMINISTERING AGENCY 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 STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless ADMINISTERING AGENCY, 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 in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of $500 or more, paid for with PROJECT funds. At the conclusion of this Agreement, ADMINISTERING AGENCY may either keep such equipment and credit STATE its share of equipment's fair market value or sell such equipment at the best price obtainable at a public or private sale (in accordance with established STATE procedures) and reimburse STATE its proportional share of the sale price.

8. ADMINISTERING AGENCY and its sub-contractors will comply with all applicable Federal and State laws and regulations, including but not limited to, Office of Management and Budget Circular A-97, Cost Principles for State and Local Governments (49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

9. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

10. This Agreement shall terminate on June 30, 2008. However, the non-expendable equipment, and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA	SAN BERNARDINO ASSOCIATED GOVERNMENTS
Department of Transportation	
By: _____	By: _____ Dennis Hansberger
Office of Project Implementation, South Division of Local Assistance	Title: SANBAG, Board President
Date: _____	Date: _____
	APPROVED AS TO LEGAL FORM: _____ SANBAG Legal Counsel
	Date: 4/2/06

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: 5

Date: December 6, 2006

Subject: Status of projects in Lucerne Valley

Recommendation:* Receive status report on projects in Lucerne Valley on State Route 18 and State Route 247 (See attached Project Summary Status Report)

Background: Following the April 21, 2006 Mountain/Desert Meeting Chuck Bell, with County of San Bernardino-Caltrans and SANBAG Staff met to discuss the status of projects within the Lucerne Valley. The meeting was in response to concerns raised by Chuck Bell about the need for improvements to SR-18 and SR-247 that had either been delayed or not addressed. Attachment 1 provides a status report on the projects on SR-18 and SR-247 that are sponsored by both the County of San Bernardino and Caltrans as of the April 21, 2006 Meeting.

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. 94107000, Mountain/Desert Planning and Project Development

Reviewed By: This item was unanimously received by the Mountain/Desert Committee on November 17, 2006. ***(Meeting Chaired by Jim Lindley)***

Responsible Staff: Deborah Barmack
Director of Management Services
Ryan Graham
Transportation Planning Specialist

*

Approved
Board of Directorse

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0612A-RPG.DOC

Attachment 1
Summary of Caltrans, County of San Bernardino, Lucerne Valley and SANBAG Meeting

State Route #	Project Description	Summary from Meeting
SR-18	1 mile passing lane (4 lanes) and realignment from mile 80-81. Includes shoulder work, right/left turn pockets, etc.	Parties will work on rescoping the project as a safety project only. Since ADT is not the issue at the moment, but unsafe passing and bunched traffic is, the focus is to be on turn pockets.
SR-18	Turn pockets at High Road	Was initially funded but Caltrans pulled the funding during the State's budget crisis. Caltrans believes that the funding for the project will be available in 2007
SR-18	Resurface west bound lane between Lucerne Valley and Apple Valley - damaged by heavy truck traffic	This is a maintenance project. Dan Kupolsky to get Chuck Bell the contact information
SR-18	Left turn pockets at Custer and Tradepost Roads. - right turn lane at Highland Rd. - all 3 projects in conjunction with County Trans	Caltrans is in the process of updating the route concept plan for SR-18. Once this is finished, the County will need to review the plan relative to the community plan for Lucerne Valley. Lucerne Valley and County to meet regarding road fee plans.
SR-18	Left turn pocket at Kendall	Caltrans is in the process of updating the route concept plan for SR-18. Once this is finished, the County will need to review the plan relative to the community plan for Lucerne Valley. Lucerne Valley and County to meet regarding road fee plans.
SR-247	LVEDA and the School District have made numerous written and verbal requests for a flashing yellow beacon on north and south portions of SR 247 at the elementary school (located on the west side of SR 247).	Dan Kupolsky from Caltrans to confer with Haissam about the status of the project
SR-247	Lower the speed limit on SR 247 (Old Woman Springs Rd.) east of the 4-way stop (i.e.: from 65 to 55 mph from the fire station to Camprock Rd.). The 65 mph zone induces much higher speeds on this stretch of highway where numerous right and left turn movements occur on major County collector roads.	Sill posted 65 MPH just east of Fire Station - to be changed to 55 MPH per previous meeting. Question remains as to the requirement for full stretch of a HWY to be posted the same speed limit.
SR-247	Left-turn pockets east of the 4-way stop at Post Office, Midway and Medanos Roads., and a right turn lane at Visalia Rd	County to look into doing a circulation study for the Lucerne Valley, focusing on areas of commercial development. May possibly be included in the General Plan Update

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: December 6, 2006

Subject: City of Fontana Project Advancement Agreements

Recommendation:* Approve Project Advancement Cooperative Agreements with the City of Fontana as follows:

a. C07058 - Baseline Ave Widening from Citrus Ave to 330' East of Mango Ave
b. C07059 – Cherry Ave Widening from Jurupa Ave to Slover Ave
c. C07060 – Foothill Blvd Widening from East Ave to Hemlock Ave
d. C07061 – Sierra Ave Widening from Baseline Ave to Walnut Ave
e. C07062 – Jurupa Ave Widening from Etiwanda Ave to Sierra Ave
f. C07063 – Citrus Ave Widening from Baseline Ave to So. Highland Ave
g. C07064 – Walnut Ave Widening from Citrus Ave to Sierra Ave
h. C07065 – So. Highland Ave Widening from San Sevaine Rd to Citrus Ave
i. C07129 – I-15/Duncan Ave Interchange Construction

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. A model interagency agreement to implement the program was approved by the Board in April 2006.

The City of Fontana has approved the attached Cooperative Agreements for the nine projects listed in the Recommendation Section and is requesting approval by the Authority. The agreements commit the Authority to reimbursement of up to $4,068,000 and $34,040,800 in Measure I 2010-2040 revenues dedicated to the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0612b-abz
Attachments: ppc0611ba1-abz; C07058; C07059; C07060; C07061; C07062; C07063; C07064; C07065; C07129
60907000

Freeway Interchange and Major Street Projects, respectively. The reimbursement schedule will be determined by the Measure I 2010-2040 Strategic Plan.

These commitments represent 0.8 percent of the Measure I revenue dedicated to the Freeway Interchange Projects and 4 percent of the revenue dedicated to the Major Street Projects. In addition, the commitments to arterial projects represent 25 percent of the non-fair share amount for Fontana projects included in the SANBAG Nexus Study. Table 1 summarizes these commitments as well as other project advancement agreements that have been approved since development of this program.

Financial Impact: The agreement commits the Authority to reimbursement of up to $4,068,000 and $34,040,800 in Measure I 2010-2040 revenues dedicated to the Freeway Interchange and Major Street Programs, respectively. The reimbursement schedule will 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 November 15, 2006. *(Meeting chaired by Paul Eaton)*

Responsible Staff: Andrea Zureick, Senior Transportation Analyst
Ty Schuiling, Director of Planning and Programming

brd0612b-abz
Attachments: ppc0611ba1-abz; C07058; C07059; C07060; C07061; C07062; C07063; C07064; C07065; C07129
60907000

TABLE 1
MEASURE I 2010- 2040
Project Advancement Program

Freeway Interchange Projects						% of Total Identified in Nexus Study/Exp
Agency	Contract No.	Project Location	Project Description	Cost Estimate	Measure Share	
Yucaipa	C07047	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	18,403,246	6,286,672	
Fontana	C07129	I-15 at Duncan Canyon Rd	Construct New Interchange	18,000,000	4,068,000	
			TOTAL MEASURE COMMITMENT TO FREEWAY INTERCHANGE PROJECTS		10,354,672	2%

Major Street Projects						% of Total Identified in Nexus Study/Exp
Agency	Contract No.	Project Location	Project Description	Cost Estimate	Measure Share	
Chino Hills	C07022	Peyton Dr	Widen from Grand Av to Chino Hills Pkwy	15,167,000	8,202,776	
			TOTAL MEASURE COMMITMENT TO CHINO HILLS		8,202,776	46%
Rancho Cucamonga	C07025	Haven Ave	Construct Grade Separation	15,910,000	13,856,000	
			TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA		13,856,000	25%
Yucaipa	C07098	Yucaipa Blvd	Widen South Side from 5th St to 12th St	2,898,400	1,224,750	
Yucaipa	C07099	Oak Glen Rd	Widen from 2nd St to Bryant	500,000	345,000	
Yucaipa	C07100	Oak Glen Rd	Widen from Yucaipa Bl to Avenue E	1,800,000	1,242,000	
Yucaipa	C07101	Wildwood Canyon Rd	Intersection Improvements at 5th St	551,605	380,880	
			TOTAL MEASURE COMMITMENT TO YUCAIPA		3,192,630	5%
Fontana	C07058	Baseline Ave.	Widen from Citrus Ave to 330' East of Mango Ave	7,550,000	5,134,000	
Fontana	C07059	Cherry Ave	Widen from Jurupa Ave to Slover Ave	3,110,000	2,114,800	
Fontana	C07060	Foothill Ave	Widen from East Ave to Hemlock Ave	7,400,000	5,032,000	
Fontana	C07061	Sierra Ave	Widen from Baseline Ave to Walnut Ave	7,800,000	5,304,000	
Fontana	C07062	Jurupa Ave	Widen from Etiwanda Ave to Sierra Ave	12,000,000	8,160,000	
Fontana	C07063	Citrus Ave	Widen form Baseline Ave to So. Highland Ave	4,000,000	2,720,000	
Fontana	C07064	Walnut Ave	Widen from Citrus Ave. to Sierra Ave	4,200,000	2,856,000	
Fontana	C07065	So. Highland Ave	Widen from San Sevaine Rd to Citrus Ave	4,000,000	2,720,000	
			TOTAL MEASURE COMMITMENT TO FONTANA		34,040,800	25%
			TOTAL MEASURE COMMITMENT TO MAJOR STREET PROJECTS		59,292,206	7%

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SANBAG Contract No. C07058

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Baseline Avenue Widening from Citrus Avenue to 330' East of Mango Avenue

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:	$ 5,134,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
		Current Amendment:	$ _____
Contingency Amount:	$ _____	Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 5,134,000

↓ 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: 12/6/06 Contract Start: 12/6/06 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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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**

[signature] 11/7/06 — Task Manager Signature / Date

Andrea Zureick 11/7/06 — Contract Manager Signature / Date

[signature] 11/7/06 — Chief Financial Officer Signature / Date

Filename: C07058

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07058

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

BASELINE AVENUE WIDENING
FROM CITRUS AVENUE TO 330' EAST OF MANGO AVENUE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (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 Baseline Avenue Widening from Citrus Avenue to 330' East of Mango Avenue (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 $5,134,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of $7,550,000.00. 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 $5,134,000.00 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 with this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $5,134,000.00.

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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: _____

Attachment A

BASELINE AVENUE STREET IMPROVEMENT PROJECT
Citrus Avenue to 330' East of Mango Avenue

Project Scope and Costs

Proposed Improvements:

- Widening of Baseline Avenue to six lanes with a raised landscape median from Citrus Avenue to Mango Avenue
- Storm Drain System with double Reinforced Concrete Box Culvert to be constructed from Citrus Avenue to Sierra Avenue. A single Reinforced Concrete Box Culvert to be constructed from Sierra Avenue to Mango Avenue
- Acquisition of Right of Way required for the Improvements
- Relocation of Utilities
- Traffic Signal installation or modification at Citrus Avenue, Oleander Avenue, Cypress Avenue, Juniper Avenue, Sierra Avenue and Mango Avenue
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	$ 450,000.00
• Construction	2, 144,000.00
• Utility Relocation	300,000.00
• Construction Management	340,000.00
• Right of Way Acquisition	906,000.00
Total Project Costs:	**$ 7,550,000.00**

SANBAG Contract No. C07059

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Cherry Avenue Widening from Jurupa Avenue to Slover Avenue

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:	$ 2,114,800	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 → $ 2,114,800

↓ 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: 12/6/06 Contract Start: 12/6/06 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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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 Schulling**	Contract Manager: **Andrea Zureick**

Ty Schulling	11/7/06	Andrea Zureick	11/7/06
Task Manager Signature	Date	Contract Manager Signature	Date
[illegible]	11/7/06		
Chief Financial Officer Signature	Date		

Filename: C07059

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07059

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

CHERRY AVENUE WIDENING FROM
JURUPA AVENUE TO SLOVER AVENUE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (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 Cherry Avenue Widening from Jurupa Avenue to Slover Avenue (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 $2,114,800.00. (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of $3,110,000.00. 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 $2,114,800.00 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 with this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $2,114,800.00.

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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: _____

Attachment A

CHERRY AVENUE STREET IMPROVEMENT PROJECT
Jurupa Avenue to Slover Avenue

Project Scope and Costs

Proposed Improvements

- Widening of Cherry Avenue to six lanes with a raised landscape median from Jurupa Avenue to Slover Avenue
- Storm Drain Improvement to be extended from Kaiser High School to Slover Avenue
- Acquisition of Right of Way needed for Improvement
- Relocation of Utilities
- Support Cost for Design and Construction Management

Summary of Project Costs (Estimate):

• Design	$	280,000.00
• Construction		2,145.000.00
• Utility Relocation		95,000.00
• Construction Management		250,000.00
• Right of Way Acquisition		340,000.00
Total Project Cost:	$	**3,110,000.00**

SANBAG Contract No. C07060

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Foothill Avenue Widening from East Avenue to Hemlock Avenue

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:	$ 5,032,000	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 → $ 5,032,000

↓ 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: 12/6/06 Contract Start: 12/6/06 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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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**

11/7/06 — Task Manager Signature — Date

Andrea Zureick 11/7/06 — Contract Manager Signature — Date

11/7/06 — Chief Financial Officer Signature — Date

Filename: C07060

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07060

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

FOOTHILL AVENUE WIDENING FROM
EAST AVENUE TO HEMLOCK AVENUE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (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 Foothill Avenue Widening from East Avenue to Hemlock Avenue (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 $5,032,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of $7,400,000.00. 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 $5,032,000.00 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 the City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $5,032,000.00

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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: _____

Attachment A

FOOTHILL AVENUE STREET IMPROVEMENT PROJECT
East Avenue to Hemlock Avenue

Project Scope and Costs

Proposed Improvements:

- Widening of Foothill Boulevard to six lanes with a raised landscape median
- Catch Basin to be constructed on the South Side of Foothill Boulevard as required by the Design
- Traffic Signal installations or modifications at Cottonwood Avenue, Mulberry Avenue, Banana Avenue and Cherry Avenue
- Acquisition of Right of Way as required by the improvements
- Relocation of Utilities
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	$ 1,000,000.00
• Construction	540,000.00
• Utility Relocation	-0-
• Construction Management	700,000.00
• Right of Way Acquisition	300,000.00
Total Project Cost:	**$ 7,400,000.00**

SANBAG Contract No. C07061

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Sierra Avenue Widening from Baseline Avenue to Walnut Avenue

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:	$ 5,304,000	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 → $ 5,304,000

↓ 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:	12/6/06	Contract Start: 12/6/06	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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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 Schulling**	Contract Manager: **Andrea Zureick**

Task Manager Signature	11/2/06 Date	Andrea Zureick Contract Manager Signature	11/7/06 Date
Chief Financial Officer Signature	11/7/06 Date		

Filename: C07061

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07061

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

SIERRA AVENUE WIDENING FROM
BASELINE AVENUE TO WALNUT AVENUE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (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 Sierra Avenue Widening from Baseline Avenue to Walnut Avenue (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 $5,304,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of $7,800,000.00. 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 $5,304,000.00 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 with this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $5,304,000.00.

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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: _____

Attachment A

SIERRA AVENUE STREET IMPROVEMENT PROJECT
Baseline Avenue to Walnut Avenue

Project Scope and Costs

Proposed Improvements:

- Widening of Sierra Avenue to six lanes with raised landscape median from Baseline Avenue to South Highland Avenue
- Storm Drain to be constructed from Baseline Avenue to Walnut Avenue
- Traffic Signal to be modified at Walnut Avenue
- Relocation of Utilities
- Acquisition of Right of Way required for the Improvements
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	$ 650,000.00
• Construction	4,395,000.00
• Utility Relocation	275,000.00
• Construction Management	780,000.00
• Right of Way Acquisition	1,700,000.00
Total Project Cost:	$ **7,800,000.00**

SANBAG Contract No. C07062

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Jurupa Avenue Widening from Etiwanda Avenue to Sierra Avenue

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:	$ 8,160,000	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 → $ 8,160,000

↓ 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: 12/6/06 Contract Start: 12/6/06 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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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**

	11/7/06		11/7/06
Task Manager Signature	Date	Contract Manager Signature	Date
	11/7/06		
Chief Financial Officer Signature	Date		

Filename: C07062

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07062

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

JURUPA AVENUE WIDENING FROM
ETIWANDA AVENUE TO SIERRA AVENUE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (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 Jurupa Avenue Widening from Etiwanda Avenue to Sierra Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in

accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to $8,160,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of $12,000,000.00. 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 $2,856,000.00 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 with this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $8,160,000.00.

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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: _____

Attachment A

JURUPA AVENUE IMPROVEMENT PROJECT
Etiwanda Avenue to Sierra Avenue

Project Scope and Costs

Proposed Improvements:

- Widening of Jurupa Avenue to six lanes from Etiwanda Avenue to Sierra Avenue and to four lanes from Sierra Avenue to Tamarind Avenue with a raised landscape median
- Storm Drain improvements from Mulberry Avenue to Sierra Avenue to relieve Storm Drain deficiencies
- Acquisition of Right of Way as required by the Improvements
- Relocation of Utilities
- Traffic Signal installation or modification at: Etiwanda Avenue, Banana Avenue, Mulberry Avenue, Sierra Avenue, Cherry Avenue, Almond Avenue, Live Oak Avenue, Pacific Avenue, Beech Avenue, Citrus Avenue, Popular Avenue and Cypress Avenue
- Mitigation of Environmental Requirements
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

Design	$ 1,000,000.00
Construction	7,000,000.00
Utility Relocation	400,000.00
Construction Management	1,000,000.00
Right of Way Acquisition	2,200,000.00
Total Project Cost:	**$12,000,000.00**

SANBAG Contract No. C07063

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Citrus Avenue Widening from Baseline Avenue to South Highland Avenue

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:	$ 2,720,000	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 → $ 2,720,000

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: 12/6/06 Contract Start: 12/6/06 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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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**

Ty Schuiling 11/7/06 — Task Manager Signature / Date

Andrea Zureick 11/7/06 — Contract Manager Signature / Date

[illegible] 11/7/06 — Chief Financial Officer Signature / Date

Filename: C07063

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07-063

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

CITRUS AVENUE WIDENING FROM BASELINE AVENUE TO SOUTH HIGHLAND AVENUE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (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 Citrus Avenue Widening from Baseline Avenue to South Highland Avenue (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 $2,720,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of $4,000,000.00. 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 $2,720,000.00 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 with this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $2,720,000.00.

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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: _____

Attachment A

CITRUS AVENUE STREET IMPROVEMENT PROJECT
Baseline Avenue to South Highland Avenue

Project Scope and Costs

Proposed Improvement:

- Widening of Citrus Avenue to four lanes with a raised landscape median from Baseline Avenue to South Highland
- Acquisition of Right of Way needed for the Improvements
- Modification of the Traffic Signal at Baseline Avenue and Citrus Avenue
- Relocation of Utilities
- Bike Lane to be included in roadway section for Citrus Avenue
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	$ 400,000.00
• Construction	2,920,000.00
• Utility Relocation	150,000.00
• Construction Management	320,000.00
• Right of Way Acquisition	210,000.00
Total Project Costs	**$ 4,000,000.00**

SANBAG Contract No. C07064

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Walnut Avenue Widening from Citrus Avenue to Sierra Avenue

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:	$ 2,856,000	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 → $ 2,856,000

↓ 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: 12/6/06 Contract Start: 12/6/06 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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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 Schulling**	Contract Manager: **Andrea Zureick**
[signature] 11/2/06	[signature] 11/7/06
Task Manager Signature Date	Contract Manager Signature Date
[signature] 11/7/06	
Chief Financial Officer Signature Date	

Filename: C07064

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07064

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

WALNUT AVENUE WIDENING FROM
CITRUS AVENUE TO SIERRA AVENUE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (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 Walnut Avenue Widening from Citrus Avenue to Sierra Avenue (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 $2,856,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of $4,200,000.00. 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 $2,856,000.00 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 with this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $2,856,000.00.

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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: _____

Attachment A

WALNUT AVENUE STREET IMPROVEMENT PROJECT
Citrus Avenue to Sierra Avenue

Project Scope and Costs

Proposed Improvements:

- Widening of Walnut Avenue to two lanes with raised landscape median
- Sidewalks to be constructed to improve access to High School and Middle School on Walnut Avenue, Oleander Avenue, Cypress Avenue and Juniper Avenue
- Acquisition of Right of Way required for the Improvements
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	$ 380,000.00
• Construction	3,442,000.00
• Utility Relocation	-0-
• Construction Management	300,000.00
• Right of Way Acquisition	78,000.00
•	
Total Project Cost	**$ 4,200,000.00**

SANBAG Contract No. C07065

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

South Highland Avenue Widening from San Sevaine Road to Citrus Avenue

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:	$ 2,720,000	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 → $ 2,720,000

↓ 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: 12/6/06 Contract Start: 12/6/06 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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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**

[signature]	11/7/06	Andrea Zureick	11/7/06
Task Manager Signature	Date	Contract Manager Signature	Date
[signature]	11/7/06		
Chief Financial Officer Signature	Date		

Filename: C07065

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07065

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

SOUTH HIGHLAND AVENUE WIDENING FROM
SAN SEVAINE ROAD TO CITRUS AVENUE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (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 South Highland Avenue Widening from San Sevaine Road to Citrus Avenue (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 $2,720,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of $4,000,000.00. 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 $2,720,000.00 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 with this Agreement and for those PROJECT- specific work activities described.

8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.

10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $2,720,000.00.

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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____

Date: _____

Attachment A

SOUTH HIGHLAND AVENUE STREET IMPROVEMENT PROJECT
San Sevaine Road to Citrus Avenue

Project Cost and Scope

Proposed Improvements:

- Widening of South Highland Avenue to four lanes from San Sevaine Road to Hemlock Avenue and from Knox Avenue to Citrus Avenue
- Construct a landscape median for San Servaine Road to Citrus Avenue
- Acquisition of Right of Way as required for Improvements
- Relocation of Utilities
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	$ 240,000.00
• Construction	3,010,000.00
• Utility Relocation	75,000.00
• Construction Management	400,000.00
• Right of Way Acquisition	275,000.00
Total Project Cost:	**$4,000,000.00**

SANBAG Contract No. C07129

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

I-15 at Duncan Canyon Road Interchange Construction

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:	$ 4,068,000	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 → $ 4,068,000

↓ 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: 12/6/06 Contract Start: 12/6/06 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 →**	$ _____

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

If yes, which Task includes budget authority? N/A

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**
Ty Schuiling 11/7/06	Andrea Zureick 11/7/06
Task Manager Signature Date	Contract Manager Signature Date
[illegible] 11/7/06	
Chief Financial Officer Signature Date	

Filename: C07129

Form 28 06/06

COOPERATIVE AGREEMENT NO. C07129

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA, CALIFORNIA

FOR

I-15/DUNCAN CANYON ROAD INTERCHANGE 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 the CITY OF FONTANA (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-15/Duncan Canyon Road Interchange 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 $4,086,000 (22.7% of estimated project cost). The SANBAG Nexus Study states an actual (estimated) cost of $18,000,000. 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 $4,086,000 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 with 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 Fontana.

SECTION III

IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed $4,086,000.

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 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 Fontana

By: _____
Mark Nuaimi
Mayor

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

By: _____

Date: _____

Attachment A

I-15/Duncan Canyon Road Interchange

Project Scope and Costs

Proposed Improvements:

- Construct New Interchange at I-15/Duncan Canyon Road
- Widen Existing Overcrossing Structure
- Construct Auxiliary Lane on N/B Exit Ramp
- Construct Auxiliary Lane on S/B Entrance Ramp
- Widen Duncan Canyon Road East and West approaches to Interchange

Summary of Project Cost (Estimate):

• Project Report/Environmental Documents	$ 750,000
• Plans, Specifications & Estimates	1,500,000
• Right of Way	500,000
• Utility Relocation	250,000
• Roadway Items	10,000,00
• Bridge/Structural Items	5,000,000
Total Project Cost:	**$ 18,000,000**

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: December 6, 2006

Subject: Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG) for funding for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program

Recommendation:* Approve Cooperative Agreement C07136 between Caltrans and SANBAG to accept State funds for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program in the amount of $1,500,000, as outlined in the Financial Impact Section.

Background: Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program were defined as one of 26 projects selected to receive State Highway Operations and Protection Program (SHOPP) funds as part of the *GoCalifornia* Immediate, Short-Term Congestion Relief Action Plan. Tiers 1 and 2 were identified as near-term opportunities to provide congestion relief benefits and enhance the State Highway System performance, benefiting the State's most highly congested areas. Projects were selected based on system benefits and the ability to implement within 18 months of selection.

This $1.5 million contribution to Tiers 1 and 2 will fund Caltrans' permit fees and equipment costs and any cost increases associated with these projects. Any

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0612c-abz
70107000

remaining funds will replace federal Congestion Mitigation and Air Quality (CMAQ) funds currently committed to these projects.

Financial Impact: This revenue was not anticipated in the Fiscal Year 2006/2007 Budget. After Caltrans' permit fees and equipment costs are deducted from the total, the remainder will be used to cover project cost increases and to replace CMAQ funds currently committed to this project. A Budget amendment will be requested at the time the net revenue available for the Budget is known. TN 70107000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 15, 2006. *(Meeting chaired by Paul Eaton)*

Responsible Staff: Andrea Zureick, Senior Transportation Analyst
Ty Schuiling, Director of Planning and Programming

brd0612c-abz
70107000

SANBAG Contract No. C07136

by and between

San Bernardino Associated Governments

and

California Department of Transportation

for

Contribution Cooperative Agreement for Tier 1 and Tier 2

FOR ACCOUNTING PURPOSES ONLY

☐ Payable ☒ Receivable	Vendor Contract # 8-1313 Vendor ID _____	Retention: ☐ Yes _____ % ☒ No	☒ Original ☐ Amendment

Notes: SHOPP Short Term Mobility Project funds for Tiers 1 and 2 of the Valley Coordination Project. Permit fees and Caltrans Material Costs will be deducted from the $1.5M before payment to SANBAG.

Original Contract:	$ 1,500,000	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 → $ 1,500,000

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
70107000	_____	_____	_____	$ TBD - See note above
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: 12/6/06 Contract Start: 12/6/06 Contract End: 6/30/14

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 $ TBD	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ _____

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

If yes, which Task includes budget authority? N/A

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**

Ty Schuiling 11/6/06 | Andrea Zureick 11/7/06

Task Manager Signature Date | Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: C07136

Form 28 06/06

08-SBd-Various
Provide Signal Coordination for
600 signals parallel and connecting
To I-10, I-15, SR-30, SR-60,
SR-66, SR-83, I-215 & SR-330
EA 0H780
District Agreement No. 8-1313

CONTRIBUTION
COOPERATIVE AGREEMENT

This AGREEMENT, entered effective into on _____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED
GOVERNMENTS, a public entity
referred to herein as "SANBAG."

RECITALS

1. STATE and SANBAG, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the County of San Bernardino.

2. SANBAG contemplates signal coordination of approximately six hundred (600) signals at various locations from the Los Angeles County Line to the City of Redlands along approximately two hundred (200) miles of major arterials parallel to and connecting to the Interstates 10, 15, and 215 and State Routes 30, 60, 66, 83, and 330, referred to herein as "PROJECT."

3. STATE desires to contribute $1,500,000 as part of the GoCalifornia Immediate, Short-Term Congestion Relief Action Plan to participate in SANBAG's construction of PROJECT.

4. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be partially financed by this contribution.

SECTION I

SANBAG AGREES:

1. To undertake and complete PROJECT.

2. To submit an initial billing in the amount of $1,500,000 less actual cost of State Furnished Materials to STATE upon execution of this Agreement. Said final payment figure represents the lump sum total amount of STATE's agreed to contribution toward the cost of work.

3. To construct PROJECT by contract in accordance with plans and specifications of SANBAG.

SECTION II

STATE AGREES:

1. To deposit with SANBAG within twenty-five (25) days of receipt of billing therefore, the amount of $1,500,000 less actual cost of State Furnished Materials, which figure represents the lump sum total amount of STATE's agreed to contribution toward the cost of work to be performed by SANBAG.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission.

2. Upon completion of all work under this Agreement, ownership and title to all materials, equipment, and appurtenances installed within STATE's right of way as part of the State Highway will automatically be vested in STATE and no further agreement will be necessary to transfer ownership to STATE.

3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction conferred upon SANBAG and arising under this Agreement. It is understood and agreed that SANBAG shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under,

including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by SANBAG under this Agreement.

4. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by SANBAG and upon final payment to SANBAG by STATE or on June 30, 2014, whichever is earlier in time.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District 08 Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
DENNIS HANSBERGER
Board of Directors

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND PROCEDURE:

By: _____
SANBAG's Counsel

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: December 6, 2006

Subject: Quarterly Administrative Report on SANBAG Federal Funding Programs

Recommendation:* 1) Receive report on quarterly reporting and obligation status.

2) Adopt a finding of compliance with obligation requirements for all affected agencies.

Background: Assembly Bill 1012 requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Regional Transportation Enhancement (TE) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the FHWA to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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Attachments: BRD0612a1-bct.xls
37307000

implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

Quarterly Reporting Status
Tables 1 – 4 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by October 15th as required by the terms of their contract.

Obligation Status
As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. Therefore, unobligated balances from federal apportionments through fiscal year 04/05 will be subject to reprogramming in November 2007. According to project schedules submitted in the project status reports, agencies are anticipating obligation of approximately $28.2 million CMAQ (combined total MDAB and SCAB) and $24.1 million STP by November 2007. Therefore, staff does not expect any CMAQ or STP funds to be subject to reprogramming in December, as indicated by the negative amounts shown in each table under "Expected Amount Subject to Reprogramming 11/07".

Please note that TE funds are now administered through the STIP. The obligation deadline, therefore, is in June each year, consistent with the State fiscal year. Any programmed funds not obligated will lapse and be unavailable to San Bernardino County until the 2008 STIP programming cycle.

Financial Impact: Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37307000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on November 15, 2006 and the Mountain/Desert Committee on November 17, 2006. *(Plans and Programs Committee meeting chaired by Paul Eaton and Mountain/Desert Committee meeting chaired by Bill Postmus)*

Responsible Staff: Ty Schuiling, Director of Planning and Programming

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Attachments: BRD0612a1-bct.xls
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TABLE 1
Congestion Mitigation and Air Quality Program Status
Mojave Desert Air Basin

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports 1	2	3	4	Comments
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	12/06/00	$224,000	$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 8/07
Barstow	1st Av @ Irwin Rd Realignment	00-085	01/05/00	$265,000	$265,000	C	C	C	C	Project obligated 8/05
Barstow	LNG/CNG Natural Gas Fueling Station	00-077	04/02/03	$1,587,823	$1,587,573	C	C	C	C	Project obligated 8/05
Barstow Transit	Purchase Replacement Alt Fuel Paratransit Vehicles	00-081	02/07/01	$1,663,244	$1,663,244	C	C	C	C	Project obligated 5/03
Barstow Transit	Paratransit Vehicle Replacement - Gas	20040701	08/06/03	$613,846	$289,950	Apr-06	Jul-06	Oct-06	Jan-06	$100,304 obligaterd on 09/13/06
Barstow Transit	Purchase Replace Alt Fuel Paratransit Vehicles	20020140	08/06/03	$863,000	$276,000	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
Barstow Transit	Paratransit Vehicle Expansion	20040821	08/06/03	$191,000	$191,490	C	C	C	C	Obligated 9/13/06
Barstow Transit	Bus System - 27 Passenger Replacement Alt Fuel	20041303	08/06/03	$1,142,000	$0	Apr-06	Jul-06	*	Jan-06	All funds programmed in future years
Barstow Transit	Bus System - Expansion Bus - 35' Alt Fuel 06-2	20041301	10/05/05	$673,000	$672,828	C	C	C	C	Obligated 9/13/06
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200626	10/05/05	$1,350,000	$0	*	*	Oct-06	*	RFA3 to be submitted 12/07
MBTA	Replacement Paratransit Vehicles - Gas	20040811	08/06/03	$616,000	$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(28 passen	20040812	08/06/03	$327,000	$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(33 passen	20040813	08/06/03	$269,000	$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Purchase Replacement Alt. Fuel Paratransit Vehicles	00-082/01-083	02/07/01	$2,460,974	$2,460,974	C	C	C	C	Project fully obligated
MBTA	Purchase Replacement Alt. Fuel Paratransit Vehicles	20020808	08/06/03	$371,000	$370,941	C	C	C	C	Project obligated 4/05
SB County	Larrea Rd Paving	00-086	12/06/00	$569,530	$569,972	C	C	C	C	Project obligated 7/05
SB County	Mesquite St Paving	00-087	12/06/00	$534,690	$534,781	C	C	C	C	Project obligated 8/05
Victorville	Park & Ride at Victor Valley College	01-048	12/06/00	$931,987	$102,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 2/07
Victorville	I-15/Amargosa Park-n-Ride Lot Expansion	00-107	02/02/00	$663,728	$80,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 12/06
VVTA	Replace Alt. Fuel Paratransit Vehicles	SBD41114	08/06/03	$1,137,000	$0	Apr-06	Jul-06	*	Jan-06	All funds programmed in future years
VVTA	Replacement CNG Buses	SBD41084	08/06/03	$3,498,750	$3,499,190	C	C	C	C	Obligated 6/7/06
VVTA	Replace Alt. Fuel Paratransit Vehicles	00-084	02/07/01	$1,952,273	$1,952,273	C	C	C	C	TEA-21 funds obligated
VVTA	Replacement CNG Buses	00-083	02/07/01	$3,288,524	$3,289,124	C	C	C	C	TEA-21 funds obligated
	TOTALS			$25,183,369	$17,805,340					

Obligation Status

Fiscal Year 06/07:

Apportionment Subject to Reprogramming	$9,625,337
Obligated Amount to Date*	$4,781,033
Additional Obligation Scheduled by 11/07	$4,087,715
Expected Amount Subject to Reprogramming 11/07	**$756,589**

Fiscal Year 07/08:

Apportionment Subject to Reprogramming	$5,194,916
Obligated Amount for FY07/08	$0
Additional Obligation Scheduled by 11/08	$732,696
Expected Amount Subject to Reprogramming 11/08 **	**$4,462,220**

(includes amount over-obligated in FY 06/07)

NOTES:
* - Includes projects with closed contracts and projects funded through Board set-asides
**NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.
C - Project Complete/Cancelled
RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

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TABLE 2
Congestion Mitigation and Air Quality Program Status
South Coast Air Basin

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports 1	2	3	4	Comments
Caltrans	I.E. Transportation Management Center & PNR - Fontana	200626	10/05/05	$5,050,000	$0	*	*	Oct-06	*	RFA3 to be submitted 12/07
Chino	Mountain Avenue Traffic Signal Coordination	02-022	08/01/01	$251,000	$251,000	C	C	C	C	Project obligated 3/05
Chino Hills	CNG Time-Fill Refueling Stations	02-036	08/01/01	$88,400	$89,000	C	C	C	C	Project obligated 8/05
Colton	Alt. Fuel Park-n-Ride One-Stop Facility	00-097	02/02/00	$0	$0	C	C	C	C	Project cancelled by City
Colton	Colton San Bernardino Pedestrian/Bikeway	02-027	08/01/01	$432,704	$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 12/06.
Colton	Washington St at Reche Cyn & Hunts Ln Mitigation	00-102	02/02/00	$400,000	$60,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 4/07
Fontana	Sierra Ave/Mulberry Ave ATMIS Ph 1 - Communications	02-038	08/01/01	$2,590,000	$2,590,000	C	C	C	C	Project obligated 10/03
Highland	5th Street Signal Interconnect	02-032	08/01/01	$209,000	$209,000	C	C	C	C	Project obligated 8/05
Highland	Base Line Road Signal Interconnection	02-021	08/01/01	$96,000	$96,000	C	C	C	C	Project obligated 2/04
Highland	Palm Avenue Signal Interconnect	02-029	08/01/01	$57,000	$57,000	C	C	C	C	Project obligated 8/05
Loma Linda	Anderson St/Tippecanoe Av Signal Interconnect	00-092	02/02/00	$105,740	$105,000	C	C	C	C	Project obligated 2/03
MARTA	Big Bear Visitors Trolley	02-039	08/01/01	$274,442	$274,442	C	C	C	C	Project obligated 5/03
MARTA	Replacement Paratransit Vehicle Purchase	200423	08/06/03	$1,060,000	$617,763	Apr-06	Jul-06	Oct-06	Jan-06	$281,791 obligated 9/11/06
MARTA	Replacement Buses - Alt Fuel	200424	08/06/03	$1,265,000	$272,672	Apr-06	Jul-06	Oct-06	Jan-06	$272,672 obligated in 9/11/06
MARTA	Bus System - Operating Assistance	SBD41055	08/06/03	$80,000	$0	Apr-06	Jul-06	*	Jan-06	$40,000 to be obligated in FY05/06
Montclair	North Montclair Signal Interconnect	02-033	08/01/01	$309,700	$309,700	C	C	C	C	Project obligated 6/03
Montclair	Ramona Av Grade Separation	00-096	02/02/00	$1,590,481	$0	Apr-06	Jul-06	Oct-06	*	RFA3 to be submitted 1/07
Omnitrans	Replacement Paratransit Vehicles for Access Fleet	20040211	08/06/03	$3,325,000	$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
Omnitrans	Bus Replacement - Alt Fuel	SBD90105	08/06/03	$5,795,000	$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
Rancho Cucamon	Base Line Road Signal Synchronization	02-020	08/01/01	$100,000	$100,000	C	C	C	C	Project obligated 5/03
San Bernardino	East Valley LNG/LCNG Fueling Facility	02-024	08/01/01	$911,859	$911,799	C	C	C	C	Project obligated 7/06
San Bernardino	Washington Street at Waterman Avenue Traffic Signal	02-035	08/01/01	$106,000	$106,000	C	C	C	C	Project obligated 5/03
San Bernardino	Metrolink Parking Structure	20020802	08/06/03	$7,139,000	$531,000	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
SB County	Crestline Commuter Park and Ride Lot	02-028	08/01/01	$354,119	$355,000	C	C	C	C	Project obligated 7/05
SB County	San Bernardino Avenue Traffic Signal/Synchronization	02-023	08/01/01	$2,545,237	$2,545,237	C	C	C	C	Project obligated 7/05
SB County	Wabash Av @ SH-38 - Install Traffic Signals	00-089	02/02/00	$173,250	$173,772	C	C	C	C	Project obligated 8/05
Upland	Upland Metrolink Station - Parking Expansion	20040825	08/06/03	$2,776,800	$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	$1,555,053	$1,555,053	C	C	C	C	Project obligated 5/04
	TOTALS			$38,640,785	$11,209,438					

Obligation Status

Fiscal Year 06/07:		Fiscal Year 07/08:	
Apportionment Subject to Reprogramming	$42,611,251	Apportionment Subject to Reprogramming	$10,813,298
Obligated Amount to Date*	$27,413,816	Obligated Amount for FY07/08	$0
Additional Obligation Scheduled by 11/07	$24,067,155	Additional Obligation Scheduled by 11/08	$17,331,022
Expected Amount Subject to Reprogramming 11/07**	**$-8,869,720**	**Expected Amount Subject to Reprogramming 11/08****	**$-6,517,724**
		(includes amount over-obligated in FY 06/07)	

NOTES:
* - Includes projects with closed contracts and projects funded through Board set-asides
**NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.
C - Project Complete/Cancelled
RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 3
Regional Surface Transportation Program Status

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports 1	2	3	4	Comments
Adelanto	El Mirage Rehab & Paving - West City Limits to US395	01-036	10/04/00	$1,375,460	$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 8/07
Apple Valley	Yucca Loma Bridge over Mojave River	200049	12/07/05	$2,800,000	$0	*	*	Oct-06	*	RFA1 submitted 10/06
Barstow	Lenwood Rd Rehab - Commerce Pkwy to 3/4mi West	01-040	10/04/00	$423,000	$423,000	C	C	C	C	Obligated 8/16/05
Barstow	East Main St Rehab - Barstow Rd to Muriel Dr	01-039	10/04/00	$750,828	$750,828	C	C	C	C	Obligated 8/17/05
Big Bear Lake	Signal at SR18/Big Bear Bl/Paine Rd/Village Dr	01-035	10/04/00	$495,280	$495,280	C	C	C	C	$200,000 contingency for cost overruns obligated 8/10/06
Colton	Main St/Iowa Av Intersection Improvements	01-077	02/07/01	$250,000	$19,476	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 1/07
Fontana	Sierra Av-Baseline to Highland Av-Widen 4-6 Lanes	01-076	02/07/01	$0	$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Foothill Bl - East Av to Hemlock - Widen 4-6 Lanes	01-079/080	02/07/01	$0	$0	C	C	C	C	Project cancelled1/20/04
Fontana	Jurupa/Mulberry Intersection Improvements	01-081	02/07/01	$0	$0	C	C	C	C	Project cancelled 9/03
Fontana	Baseline-Citrus to Maple - Widen 2-6 Lanes	01-076	02/07/01	$0	$0	C	C	C	C	Project cancelled 12/3/03
Hesperia	Ranchero Rd Grade Separation	SBD031276	12/07/05	$3,400,000	$0	*	*	Oct-06	*	RFA3 to be submitted 8/07
Highland	5th St - Boulder to SR30 - Widen 2-4 Lanes	01-075	02/07/01	$870,600	$870,600	C	C	C	C	Project obligated 8/25/06
Rialto	Pepper Av-Foothill to Highland-Widen and Extend to 6 Lanes	01-078	02/07/01	$0	$0	C	C	C	C	Board reallocated funds to other projects 12/03
San Bernardino	State St-16th St to Foothill-Extend 2 lanes	01-082	02/07/01	$2,005,000	$80,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 2/07
SB County	Needles Hwy-N St to Nevada StateLine-Realign,Rehab	01-033	10/04/00	$2,478,840	$1,043,975	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 8/08
SB County	National Trails Hwy - Passing Lanes	01-038	10/04/00	$1,907,284	$310,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 6/07.
SB County	Cedar Av Widening PSE - Slover Av to Valley Bl	01-074	02/07/01	$0	$0	C	C	C	C	Project cancelled 3/25/05
Twentynine Palms	Two Mile Road Rehab - Sunrise to Lear	01-037	10/04/00	$0	$0	C	C	C	C	Project cancelled 9/9/04
Victorville	I-15 La Mesa/Nisqualli Interchange	SBD34170	12/07/05	$3,800,000	$0	*	*	Oct-06	*	**RFA1 to be submitted ??**
Victorville	I-15/Mojave Dr I/C	33390	12/04/02	$1,000,000	$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 1/07
Victorville	Bear Valley Rd Rehab - I-15 to Kiowa Rd	01-041	10/04/00	$5,999,071	$5,999,000	C	C	C	C	Obligated 08/23/05
	TOTALS			$27,555,369	$9,992,159					

Obligation Status

Fiscal Year 06/07:

Apportionment Subject to Reprogramming	$37,887,352
Obligated Amount to Date*	$27,380,832
Additional Obligation Scheduled by 11/07	$24,127,209
Expected Amount Subject to Reprogramming 11/07 **	**$-13,620,689**

Fiscal Year 07/08:

Apportionment Subject to Reprogramming	$5,474,049
Obligated Amount for FY07/08	$0
Additional Obligation Scheduled by 11/08	$24,657,668
Expected Amount Subject to Reprogramming 11/08 **	**$-19,183,619**

(includes amount of over-obligated in FY 06/07)

NOTES:

* - Includes projects with closed contracts and projects funded through Board set-asides

**NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.

C - TEA-21 Funded Project Complete/Cancelled

RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

TABLE 4
Regional Transportation Enhancement Program Status

Quarterly Reporting Status

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports 1	2	3	4	Comments
Barstow	I-15/Lenwood Road Landscaping	01-058	12/06/00	$416,680	$416,680	C	C	C	C	Obligated 8/16/05
Chino	Chino/Chino Hills Bikeway Connector	00-073	01/05/00	$435,000	$435,000	C	C	C	C	Obligated 3/05
Colton	Colton San Bernardino Ped/Bikeway Project	02-041	08/01/01	$719,853	$60,643	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 12/06
Fontana	Fontana Portion of Inland Empire Pacific Electric Trail	200431	10/05/05	$1,796,000	$0	Apr-06	Jul-06	*	Jan-06	Funds to be obligated in FY05/06
Rancho Cucamonga	Rancho Portion of Inland Empire Pacific Electric Trail	20020201	10/05/05	$1,796,000	$1,796,000	C	C	C	C	Obligated 8/25/06
SB County	Santa Ana River Trail - La Cadena to Waterman	00-070	01/05/00	$2,706,213	$2,706,213	C	C	C	C	Project obligated
SB County	Santa Ana River Trail - Waterman Ave to California St	01-054	12/06/00	$1,040,060	$1,040,060	C	C	C	C	Project obligated 6/05
SB County	Lake Gregory Walkway	01-055	12/06/00	$1,009,360	$1,009,360	C	C	C	C	Project obligated 6/05
SB County	Green Valley Lake Museum, Trail, Visitors Center	00-076	01/05/00	$200,000	$175,244	C	C	C	C	Project fully obligated
Twentynine Palms	National Park Drive Entry Project	00-075	01/05/00	$91,000	$91,000	C	C	C	C	Project obligated 5/05
Upland	SP/PE ROW Bike/Ped Trail	01-056	12/06/00	$1,566,400	$1,566,400	C	C	C	C	Project fully obligated
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	$908,000	$908,000	C	C	C	C	Project obligated 8/04
US Forest Service	Rim of the World Scenic Trail	01-029	01/05/00	$1,000,000	$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA1 to be submitted 7/07
Victorville	Riverwalk Trail	00-071	01/05/00	$2,212,643	$761,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 3/08
	TOTALS			$15,897,209	$10,965,600					

Allocation Status

Fiscal Year 06/07:

Apportionment Subject to Lapse	$3,741,000
Allocated Amount to Date*	$0
Additional Allocation Scheduled by 7/07	$2,545,210
Amount Subject to Lapse 7/07*	**$1,195,790**

Fiscal Year 07/08:

Apportionment Subject to Lapse	$3,378,000
Allocated Amount for FY07/08	$0
Additional Allocation Scheduled by 7/08	$3,450,902
Expected Amount Subject to Lapse 7/08*	**$-72,902**

NOTES:

*Note: TE funds not allocated by the CTC in the year programmed will lapse. The funds will be available for programming in the 2008 STIP cycle

C - TEA-21 Funded Project Complete/Cancelled

RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

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: December 6, 2006

Subject: Amendments to Contracts 02-012 and 04-010 with Albert Grover & Associates (AGA) for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tiers 1 and 2

Recommendation:* 1. Approve Amendment No. 2 to Contract 02-012 with AGA for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 1, increasing the contract amount by $748,780, as specified in the Financial Impact Section, and extending the contract completion date to September 1, 2010.

2. Approve Amendment No. 1 to Contract 04-010 with AGA for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 2, increasing the contract amount by $437,840, as specified in the Financial Impact Section, and extending the contract completion date to September 1, 2010.

3. Approve budget amendment to increase Task 70107000 in the amount of $1,186,620. Funding source is State Highway Operations and Protection Program (SHOPP) funds as detailed in the Financial Impact Section.

Background: **These are amendments to existing contracts.** In September 1999 the SANBAG Board approved development of a San Bernardino Valley Coordinated Traffic Signal System Plan. The objective of the plan was to develop a strategic plan for

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

brd0612a-abz
70107000

interconnecting traffic signals in the San Bernardino County Valley region that will enable traffic signal coordination across jurisdictional boundaries to reduce vehicle stops, delays, travel time, and emissions. The plan identified a total of four tiers to fully implement the system. Congestion Mitigation and Air Quality (CMAQ) funding in the amount of $3.1 million has been awarded for design and maintenance of Tiers 1 and 2. In addition, Caltrans has designated $1.5M of SHOPP funds for Tiers 1 and 2 from the *GoCalifornia* initiative, as discussed in a previous Agenda Item, which could possibly reduce the CMAQ already committed to these Tiers. Construction will begin on both Tiers in November.

Tier 1 – Contract 02-012

In February 2002 the SANBAG Board approved Contract 02-012 with AGA in the amount of $1,137,000 for Design, Implementation, and Monitoring of Tier 1 of the Coordinated Traffic Signal System Program. In May 2003, the Board approved Amendment 1 to add 24 new intersections to the scope of work, bringing the total contract amount to $1,296,040. The following is a summary of issues that have affected the cost and scope of this contract.

New Signals and Rapid Growth – Since approval of Amendment 1, at least 24 additional signals have been installed on Tier 1 arterials. In addition, traffic counts and timing plans have become outdated because of the rapid growth in the project area. Inclusion of all signals along a coordinated arterial and current traffic data and timing plans are essential to an effective coordinated system.

Construction Support – As construction begins on Tier 1, it will be necessary for AGA to provide construction support, which is not in the scope of their existing contract. This includes not only construction engineering and liaison services for SANBAG, participating agencies, and the contractors, but also providing master planning guidance to local agencies on traffic signal interconnect and coordination systems, providing design specifications to local agencies for required traffic signal interconnect improvements within the system, and coordinating and modifying plans on an on-going basis to support local agencies throughout the duration of the contract.

Labor Costs – Implementation of Tier 1 includes three years of system monitoring. System monitoring includes biweekly remote monitoring of all 324 intersections to ensure that all are operating in coordination and to check for any failures, driving tests during peak periods to test the performance of the system, visual inspection of timing charts in the controller cabinets, assistance to local agencies in responding to citizen complaints, and interagency coordination to ensure optimum performance. Changes in the industry have caused labor costs

for monitoring services to rise dramatically over the last several years. AGA has indicated that their current fee for this service ranges from $80 to $100 per intersection per month. The original contract approved a fee of $40 per intersection per month, and this was raised to $60 per intersection per month for the additional intersections in Amendment 1.

The complexities of this project brought about by the coordination of multiple agencies and environmental considerations for 290 individual locations have resulted in this contract taking much longer for implementation than originally estimated. The original contract contemplated the three year monitoring task to be complete by early 2007. Based on the current construction schedule, the monitoring will begin late 2007 and extend through late 2010. Because delays to this project were out of the control of AGA, staff recommends adjusting the fee for monitoring to $65 per intersection per month for all intersections in Tier 1 to account for growth in labor costs over the three years that this contract will be extended. It is important to note that this is a professional services contract and was awarded based on qualifications; therefore adjusting a labor rate would not have had an effect on the outcome of the selection process.

The specific scope changes and cost increases that are required to accommodate these additional signals, revised timing plans, construction support, and increased monitoring rates are as detailed in the attached letter from AGA and as follows:

1. Coordination Timing Development and Implementation (24 new and 10 future at $3,000 each) -- $102,000
2. Three years monitoring (34 intersections at $65/month each for 36 months) -- $79,560
3. Update Traffic Counts (approximately 90 critical intersections at $500 each) -- $45,000
4. Update Timing Plans (290 signals at $650 each) -- $188,500
5. Add Construction Support Task -- $90,000
6. Increase Fee for Monitoring (increase 266 signals by $25 per month and 24 signals by $5 per month) -- $243,720

This results in an increase of $748,780, or a 58 percent increase in the contract amount with 18 percent attributable to the update of traffic counts and timing plans, 14 percent attributable to new signals, 7 percent attributable to construction support, and 19 percent attributable to a labor rate increase to the existing contract. In addition, staff recommends that the contract expiration date be extended from March 1, 2007, to September 1, 2010, to cover the three year monitoring period after completion of construction and implementation of timing.

Tier 2 – Contract 04-010

In July 2003 the SANBAG Board approved Contract 04-010 with AGA in the amount of $1,830,000 for Design, Implementation, and Monitoring of Tier 2 of the Coordinated Traffic Signal System Program. The issues discussed for Tier 1 directly relate to Tier 2 as well. In addition, while there is budget for purchase of system software in this contract, there is a need for an evaluation of the various central systems that will allow the coordinated signals to function as an integrated system. AGA will evaluate the central system alternatives for this program, identify the elements required for maintenance and monitoring of the coordinated systems, provide recommendations considering cost-effectiveness and funding constraints, and oversee the installation of the chosen systems.

The specific scope changes and cost increases that are required to accommodate additional signals, construction support, and increased monitoring rates are as detailed in the attached letter from AGA and as follows:

1. Coordination Timing Development and Implementation (33 new and 10 future at $3,000 each) -- $129,000
2. Three years monitoring (43 intersections at $65/month each for 36 months) -- $100,620
3. Evaluate Central Signal Systems and Prepare PS&E -- $68,000
4. Add Construction Support Task -- $90,000
5. Increase Fee for Monitoring (increase 279 signals by $5 per month) -- $50,220

This results in an increase of $437,840, or a 24 percent increase in the contract amount with 16 percent attributable to the new intersections and scope, 5 percent attributable to construction support, and 3 percent attributable to a labor rate increase to the existing contract. In addition, staff recommends that the contract expiration date be extended from July 2, 2008, to September 1, 2010, to cover the three year monitoring period after completion of construction and implementation of timing.

Financial Impact: The total amendment amount for Tier 1 Contract 02-012 is $748,780 for a total contract amount of $2,044,820. The total amendment amount for Tier 2 contract 04-010 is $437,840 for a total contract amount of $2,267,840. The financial impact of this item is $1,186,620, which is not consistent with the FY 2006/2007 budget.

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70107000

A budget amendment is requested to increase the revenues and expenditures in Task Number 70107000 by $1,186,620. This will be funded from the $1.5 million of State SHOPP funds received for this project through Contribution Cooperative Agreement C07136 with Caltrans. TN 70107000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on November 15, 2006. *(Meeting chaired by Paul Eaton)*

Responsible Staff: Andrea Zureick, Senior Transportation Analyst
Ty Schuiling, Director of Planning and Programming

brd0612a-abz
70107000

ALBERT GROVER & ASSOCIATES

November 8, 2006

Ms. Andrea Zureick
Project Manager
SANBAG
472 North Arrowhead Avenue
San Bernardino, CA 92401

RE: Construction Support and Signal Timing/Monitoring of New Traffic Signals - Tier 1 and Tier 2 Projects

Dear Andrea:

With the recent rapid pace of development in the San Bernardino Valley, local agencies have installed many new traffic signals on several of the Tier 1 and Tier 2 Project Routes. The number of traffic signals along the project routes has increased significantly since Year 2002 when the Tier 1 Project began, and Year 2003 when the Tier 2 Project began. For a coordinated system to operate efficiently, it is important that all traffic signals are interconnected and operate with up-to-date signal timing that is based on prevailing traffic patterns. Local agencies have recognized this and many have expressed a strong desire that the new signals be added to the Tier 1 and Tier 2 Projects.

This letter summarizes the change in project scopes for the Tier 1 and Tier 2 Projects, primarily as a result of the addition of new traffic signals, and additional services such as the evaluation of central systems for local agencies and providing construction engineering support for the two projects. Additionally, Albert Grover & Associates (AGA) is requesting an increase in fees for signal monitoring services in light of increasing labor and material/fuel costs in the industry.

New Traffic Signals and Rapid Growth

With the rapid growth in the San Bernardino Valley, many new traffic signals have been installed on the project routes that affect both the Tier 1 and Tier 2 Projects.

For the Tier 1 Project, a total of 24 new signals were added to the 266 original intersections, via Amendment 1 in May 2003, resulting in a new total of 290 signalized intersections. Since that time a total of 24 additional signals have been installed on Tier 1 routes, and it is likely that 10 additional signals will be installed in the near future.

TRANSPORTATION CONSULTING ENGINEERS
211 E. Imperial Hwy., Suite 208, Fullerton, CA 92835
(714) 992-2990 FAX (714) 992-2883 E-Mail: aga@albertgrover.com

Considering these 10 future signals with the recently installed 24 signals, the new total for project signals on Tier 1 Project amounts to 324.

For the Tier 2 Project, a total of 279 signals were initially included in the project. A total of 33 new traffic signals were recently installed on the Tier 2 Project routes, and it is likely that an another 10 additional traffic signals will be installed in the near future. The addition of the recently installed 33 signals coupled with 10 future signals results in a new total of 322 intersections for the Tier 2 Project.

It is important that as new traffic signals are installed, they are interconnected and coordinated so as to minimize delays to the area motorists. During the course of signal interconnect design, as many of the newly signalized were added on the project routes, AGA included them in the Tier 1 and Tier 2 Project designs, and all the required signal interconnect improvements will be completed during the construction phase of the two projects. In addition to the required traffic signal interconnect communications at all of these new traffic signals, the collection of traffic counts, development and implementation of coordination timing, and the monitoring of the coordinated system are very essential for the new signals on both Tier 1 and Tier 2 Projects. Additionally, the previous traffic counts and signal timing plans for Tier 1 have become outdated because of the rapid growth in the project area. Updated traffic counts and signal timings are needed for the Tier 1 Project.

Construction Engineering Support

With the Tier 1 and Tier 2 Projects scheduled to begin construction later this month, AGA proposes to provide construction engineering support for the two projects. This is currently not included in the scope of our existing contracts with SANBAG. In addition to construction engineering support services for the two projects, this task includes liaison services for SANBAG, participating agencies, and the construction contractors; providing master planning guidance to local agencies on traffic signal interconnect and coordination systems; providing design specifications to local agencies for required traffic signal interconnect improvements within the system; and coordinating and modifying plans on an on-going basis to support local agencies throughout the duration of the contracts.

Labor Costs

Implementation of the Tier 1 and Tier 2 Projects includes three years of system monitoring. System monitoring includes bi-weekly remote monitoring of all project signalized intersections to ensure that all are operating in coordination and to check for any failures and provide corrective actions; driving tests during peak periods to evaluate the performance of the system; visual inspection/corrections of signal timing charts in the controller cabinets; assisting local agencies and SANBAG in responding to citizen complaints; and interagency coordination to ensure optimum performance of the signal system. Recent changes in the industry have caused labor costs for signal system

monitoring services to rise dramatically over the past several years. Currently, AGA provides similar signal system monitoring services to many agencies in Southern California. The fees charged by AGA to these agencies range from $80 to $100 per signalized intersection per month.

The AGA Tier 1 contract provided an allocation of $40 per intersection per month. This was raised to $60 per intersection per month for the additional intersections included in Amendment 1 (May 2003). The Tier 2 contract provides an allocation of $60 per intersection per month. Because of the complexities of coordination with multiple agencies and environmental considerations required for both Tier 1 and Tier 2 projects intersections, both the contracts took longer than originally estimated. Additionally, the three year monitoring for Tier 1, which was previously expected to be completed by early 2007, is now expected to start later in 2007 and extend through late 2010. Similarly, the three year monitoring for Tier 2, which was expected to be completed by mid 2008 is now expected to be completed by late 2010. Because of these delays, and increasing labor/material/fuel costs, AGA is requesting that the monthly signal system monitoring fees be increased to $65 per intersection per month for both the Tier 1 and Tier 2 Projects.

Evaluation of Central Systems

AGA proposes to evaluate various central systems for the San Bernardino Valley agencies so that all coordinated project signals will function as an integrated system. This task will include both needs assessment and integration of systems; identification of elements required for the maintenance and monitoring of coordinated systems; providing recommendations considering both cost-effectiveness and funding constraints; and overseeing the installation of the chosen systems.

Cost Summary

The specific scope changes and cost increases that are required to accommodate additional signals, construction engineering support, revised signal timing plans, central system evaluations, and increased monitoring rates for the Tier 1 and Tier 2 Projects are provided below:

Tier 1 Project:

1. Coordination Signal Timing Development and Implementation (24 new traffic signals plus 10 future signals at $3,000 each) - $102,000.
2. Three Years of Signal System Monitoring (34 intersections at $65/month for 36 months) - $79,560.
3. Update Traffic Counts (approximately 90 critical intersections at $500 each) - $45,000.
4. Update Timing Plans (290 signals at $650 each) - $188,500.
5. Add Construction Support Task - $90,000.

6. Increase Fee for Signal System Monitoring (increase 266 signals by $25 per month and 24 signals by $5 per month for 36 months) - $243,720.

Total increase for Tier 1 Project is $748,780.

Tier 2 Project:

1. Coordination Signal Timing Development and Implementation (33 new traffic signals plus 10 future signals at $3,000 each) - $129,000.
2. Three Years of Signal System Monitoring (43 intersections at $65/month for 36 months) - $100,620.
3. Evaluate Central Signal Systems and Prepare PS&E - $68,000.
4. Add Construction Support Task - $90,000.
5. Increase Fee for Signal System Monitoring (increase 279 signals by $5 per month for 36 months) - $50,220.

Total increase for Tier 2 Project is $437,840.

Your immediate evaluation of this matter will be very beneficial, as the construction for Tier 1 and Tier 2 Projects is slated to begin later this month, and construction engineering support task is critical.

You can discuss this matter with either me or Al if you need more information or have any questions.

Respectfully Submitted,

ALBERT GROVER & ASSOCIATES

Chalap K. Sadam, P.E.
Vice President

Tier 1 and 2 Request for Contract Amendments.doc

SANBAG Contract No. 02-012-02

by and between

San Bernardino Associated Governments

and

Albert Grover & Associates

for

Design, Implementation, and Monitoring for

San Bernardino Valley Coordinated Traffic Signal System Program - Tier 1

FOR ACCOUNTING PURPOSES ONLY

☒ Payable	Vendor Contract # 138-003	Retention:	☐ Original
☐ Receivable	Vendor ID _____	☐ Yes ____ % ☒ No	☒ Amendment

Notes:

Original Contract:	$ 1,137,000	Previous Amendments Total:	$ 159,040
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ 748,780
		Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 2,044,820

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
70107000	6010	St Hwy Operations and Protection (SHOPP)	_____	$ 748,780
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	02/06/02	Contract Start: 03/01/02	Contract End: 3/01/07
New Amend. Approval (Board) Date:	12/06/06	Amend. Start: 12/06/06	Amend. End: 9/01/10

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 $ 505,060	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 243,720

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

If yes, which Task includes budget authority? N/A

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 11-8-06

Task Manager Signature Date — Contract Manager Signature Date

11/9/06

Chief Financial Officer Signature Date

Form 28 06/06

CONTRACT NO. 02-012, AMENDMENT NO. 2

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

ALBERT GROVER & ASSOCIATES

This Amendment No. 2 to SANBAG Contract No. 02-012 is entered into this ____th day of _____, 2006, by the firm of Albert Grover and Associates (hereinafter called CONSULTANT) and San Bernardino Associated Governments (hereinafter called SANBAG):

WINESSETH:

WHEREAS, SANBAG, under SANBAG Contract No. 02-012, has engaged the services of CONSULTANT to provide technical services for the Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 1; and

WHEREAS, the parties desire to amend SANBAG Contract No. 02-012 to revise the scope of work and to amend the not to exceed amount established for this contract;

NOW THEREFORE, the parties hereto do mutually agree to amend the Contract No. 02-012 as follows:

1. Amend the contract scope of work and budget to include the intersections listed in Exhibit A, increasing the total number of signals included in the design, implementation, and monitoring of the Tier 1 program from 290 to 324 signals.

2. Amend the contract scope of work and budget to add tasks to provide evaluation and design of central systems and construction support, to perform traffic counts, and to update timing plans, as defined in Exhibit B.

3. Amend the fee for monitoring from $40 per intersection per month for the 266 original intersections and from $60 per intersection per month for 24 intersections amended into Tier 1 in Amendment 1 to $65 per intersection per month.

4. Amend the authorized compensation to an amount not to exceed $2,044,820.

5. Except as provided for by this Amendment No. 2, all other provisions of Contract No. 02-012 as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

Albert Grover and Associates

By: _____

Date: _____

San Bernardino Associated Governments

By: _____
Dennis Hansberger
President, SANBAG Board
of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG County Counsel

EXHIBIT A

Contract No. 02-012, Amendment No. 2
Design, Implementation, and Monitoring
of the Coordinated Traffic Signal System Program – Tier 1

Tier 1 Added Signals	
Agency	**Intersection**
Caltrans (10)	Mountain View Ave/I-10 (EB Ramps)
	Mountain View Ave/I-10 (WB Ramps)
	Euclid Ave/Mission Blvd
	Milliken Ave/SR-60 (EB Ramps)
	Milliken Ave/SR-60 (WB Ramps)
	California St/I-10 WB Ramps
	California St/I-10 EB Ramps
	Etiwanda Ave/I-10 EB Ramps
	Etiwanda Ave/I-10 WB Ramps
	Valley Blvd/Commerce Wy
Chino (1)	10th St/Riverside Dr (e/o Central Ave)
Colton (1)	3rd St/Valley Blvd
Fontana (1)	Hemlock/Valley Blvd
Loma Linda (2)	Mountain View Ave/Business Center Dr
	Redlands Blvd/Richardson St
Montclair (2)	Amherst Ave/Holt Blvd
	Mission Blvd/Fremont Ave
Ontario (12)	Etiwanda Ave/Airport Dr
	Milliken Ave/Riverside Dr
	Mission Blvd/Philadelphia St
	Mission Blvd/Benson Ave
	Wineville Ave-Santa Anita Ave/4th St
	Barrington/4th St
	Empire Ct/4th St
	Cleveland Ave/4th St
	Utica Ave/4th St
	Richmond Pl/4th St
	Millcreek Ave/Riverside Dr (Btn Haven Ave and Milliken Ave)
	Vineyard Ave/Raymond Kay Wy (n/o SR-60)
Rancho Cucamonga (1)	Vineyard Ave/Arrow Rte

Tier 1 Added Signals

Agency	Intersection
Redlands (2)	California St/Orange Tree Ln
	3rd St/Redlands Blvd
Rialto (1)	Riverside Ave/Value Ctr-Gateway Plaza
San Bernardino City (2)	Costco Dr/Hospitality Ln
	Tippecanoe Ave/Harriman Pl-Laurelwood Dr
San Bernardino County (12)	Cedar Ave/San Bernardino Ave (W)
	San Bernardino Ave/Kaiser Wy
	San Bernardino Ave/Commerce Dr
	Etiwanda Ave/Valley Blvd
	Calabash Ave/Valley Blvd
	West Valley St/Valley Blvd
	600k Dr/Valley Blvd
	Swapmeet/Valley Blvd
	Cedar Ave/Orange St
	Alabama St/Almond Ave
	Alabama St/Citrus Plaza
	Transportation Wy/San Bernardino Ave
Riverside County (1)	Milliken Ave/Riverside Dr

Total of 48 Intersections added to the Original 266 Intersections
Assume 10 Future Signals*
Grand Total of 324 Intersections

Amendment #1 - Initial 24 Added Tier 1 Signals

* Euclid Ave/Merion St-Home Depot is one of the 10 Future Signals

EXHIBIT B

Contract No. 02-012, Amendment No. 2
Design, Implementation, and Monitoring
of the Coordinated Traffic Signal System Program – Tier 1

The specific scope changes and cost increases that are required to accommodate the additional signals, revised timing plans, construction support, and increased monitoring rates are as detailed below:

1. Coordination Timing Development and Implementation (24 new and 10 future at $3,000 each) -- $102,000
2. Three years monitoring (34 intersections at $65/month each for 36 months) -- $79,560
3. Update Traffic Counts (approximately 90 critical intersections at $500 each) -- $45,000
4. Update Timing Plans (290 signals at $650 each) -- $188,500
5. Add Construction Support Task -- $90,000
6. Increase Fee for Monitoring (increase 266 signals by $25 per month and 24 signals by $5 per month) -- $243,720

The new Construction Support Task is defined as follows:

Construction Support – As construction begins on Tier 1, it will be necessary for AGA to provide construction support. This includes not only construction engineering and liaison services for SANBAG, participating agencies, and the contractors, but also providing master planning guidance to local agencies on traffic signal interconnect and coordination systems, providing design specifications to local agencies for required traffic signal interconnect improvements within the system, and coordinating and modifying plans on an on-going basis to support local agencies throughout the duration of the contract.

SANBAG Contract No. 04-010-01

by and between

San Bernardino Associated Governments

and

Albert Grover & Associates

for

Design, Implementation, and Monitoring for

San Bernardino Valley Coordinated Traffic Signal System Program - Tier 2

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 1,830,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ 437,840
		Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 2,267,840

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
70107000	6010	St Hwy Operations and Protection (SHOPP)	_____	$ 437,840
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	07/02/03	Contract Start: 07/02/03	Contract End: 7/02/08
New Amend. Approval (Board) Date:	12/06/06	Amend. Start: 12/06/06	Amend. End: 9/01/10

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 $ 387,620	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 50,220

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

If yes, which Task includes budget authority? N/A

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

CONTRACT MANAGEMENT

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

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

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: **Ty Schuiling**	Contract Manager: **Andrea Zureick**
Task Manager Signature Date	Andrea Zureick 11-8-06 Contract Manager Signature Date
Chief Financial Officer Signature Date	

Form 28 06/06

CONTRACT NO. 04-010, AMENDMENT NO. 1

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

ALBERT GROVER & ASSOCIATES

This Amendment No. 1 to SANBAG Contract No. 04-010 is entered into this ____th day of _____, 2006, by the firm of Albert Grover and Associates (hereinafter called CONSULTANT) and San Bernardino Associated Governments (hereinafter called SANBAG):

WINESSETH:

WHEREAS, SANBAG, under SANBAG Contract No. 04-010, has engaged the services of CONSULTANT to provide technical services for the Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 2; and

WHEREAS, the parties desire to amend SANBAG Contract No. 04-010 to revise the scope of work and to amend the not to exceed amount established for this contract;

NOW THEREFORE, the parties hereto do mutually agree to amend the Contract No. 04-010 as follows:

1. Amend the contract scope of work to include the intersections listed in Exhibit A, increasing the total number of signals included in the design, implementation, and monitoring of the Tier 2 program from 279 to 322 signals.

2. Amend the contract scope of work to add tasks to provide evaluation and design of central systems and to provide construction support, as defined in Exhibit B.

3. Amend the fee for monitoring from $60 per intersection per month to $65 per intersection per month.

4. Amend the authorized compensation to an amount not to exceed $2,267,840.

5. Except as provided for by this Amendment No. 1, all other provisions of Contract No. 04-010 as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

Albert Grover and Associates

By: _____

Date: _____

San Bernardino Associated Governments

By: _____
Dennis Hansberger
President, SANBAG Board
of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG County Counsel

EXHIBIT A

Contract No. 04-010, Amendment No. 1
Design, Implementation, and Monitoring
of the Coordinated Traffic Signal System Program – Tier 2

Tier 2 Additional Intersections

Agency	Intersection
Caltrans (5)	Euclid Ave (SR-83)/Arrow Hwy
	30th St/Leroy St-SR-30 WB On-Ramp
	Euclid Ave (SR-83)/Belmont St
	Euclid Ave (SR-83)/Pine Ave
	Foothill Blvd/Dewey Wy
City of Chino (1)	Central Ave/El Prado Rd
City of Chino Hills (3)	Central Ave/Butterfield Ranch Rd
	Central Ave/Fairfield Ranch Rd
	Central Ave/Pomona Rincon Rd
Fontana (10)	Foothill Blvd/Almeria Ave
	Foothill Blvd/Tokay Ave
	Baseline Ave/Cypress Ave
	Baseline Ave/Live Oak Ave
	Baseline Ave/Market Pl (e/o Cherry)
	Baseline Ave/McGuire Ave
	Baseline Ave/Orlando Dr-Helena Pl
	Cherry Ave/Meyer Canyon Dr
	Cherry Ave/Miller Ave
	Foothill Blvd/Banana Ave
Highland (1)	Baseline St/Cunningham St-Olive St
City of Rancho Cucamonga (6)	Baseline Rd/Etiwanda Ave
	Haven Ave/Lemon Ave
	Haven Ave/Alta Loma Dr
	Foothill Blvd/Highridge Pl

Tier 2 Additional Intersections

Agency	Intersection
	Foothill Blvd/Day Creek Blvd
	Baseline Rd/Shelby
City of Redlands (2)	Orange St/State St
	Barton Rd/San Timoteo Canyon Rd
City of San Bernardino (5)	Waterman Ave/Caroline St
	Waterman Ave/Commercial Rd
	Waterman Ave/Weir Rd
	Baseline St/State St
	Tippecanoe Ave/Central Ave-Palm Meadows Dr

Total of 33 Intersections added to the Original 279 Intersections
Assume 10 Future Signals
Grand Total of 322 Intersections

EXHIBIT B

Contract No. 04-010, Amendment No. 1
Design, Implementation, and Monitoring
of the Coordinated Traffic Signal System Program – Tier 2

The specific scope changes and cost increases that are required to accommodate the additional signals, revised timing plans, construction support, and increased monitoring rates are as detailed below:

1. Coordination Timing Development and Implementation (33 new and 10 future at $3,000 each) -- $129,000
2. Three years monitoring (43 intersections at $65/month each for 36 months) -- $100,620
3. Evaluate Central Signal Systems and Prepare PS&E -- $68,000
4. Add Construction Support Task -- $90,000
5. Increase Fee for Monitoring (increase 279 signals by $5 per month) -- $50,220

The Expanded Central Signal Systems Task is defined as follows:

Evaluate Central Signal Systems -- There is a need for an evaluation of the various central systems that will allow the coordinated signals to function as an integrated system. AGA will evaluate the central system alternatives for this program, identify the elements required for maintenance and monitoring of the coordinated systems, provide recommendations considering cost-effectiveness and funding constraints, and oversee the installation of the chosen systems.

The new Construction Support Task is defined as follows:

Construction Support – As construction begins on Tier 1, it will be necessary for AGA to provide construction support. This includes not only construction engineering and liaison services for SANBAG, participating agencies, and the contractors, but also providing master planning guidance to local agencies on traffic signal interconnect and coordination systems, providing design specifications to local agencies for required traffic signal interconnect improvements within the system, and coordinating and modifying plans on an on-going basis to support local agencies throughout the duration of the contract.

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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: **10**

Date: December 6, 2006

Subject: Amendment No 1 to Contract No. 05-036 for Highway Landscaping of SR 71 to Belaire-West Landscaping, Inc.

Recommendation:* 1. Approve Amendment No. 1 to Contract No. 05-036 to Belaire-West Landscaping, Inc. for Highway Landscaping of SR 71 in the amount of $88,275, and
2. Amend the SANBAG 2006/2007 Budget increasing expenditures and revenues in Task Number 81807000 in the amount of $88,275 as detailed in the Financial Impact Section. Funding sources is Measure I Valley Major Projects.

Background: This is an amendment to an existing construction contract. In March 2005 the SANBAG Board approved a contract with Belaire-West Landscaping, Inc. for completion of the SR 71 Landscape project. Belaire West was the successful low bidder on this landscape project following SANBAG terminating control of Reyco Erosion Control poor performance and breach of contract. A notice to proceed was issued to Belaire-West Landscaping, Inc. on March 30, 2005 and following substantial completion of landscaping and irrigation system repair, they were placed on the required one year plant establishment (PE) period on October 6, 2005. Based on the date of entering the one year PE phase, Belaire would have completed the contract on October 6, 2006.

In early summer of this year, while Belaire-West Landscaping, Inc. was in the PE period, which continued to involve replacing plants that had died, continuing hand seeding of Fescue, and replacing an occasional broken sprinkler, the project experienced another major problem when the sprinkler heads throughout the project were being "blown" out of their housing. Initially thoughts were that the contractor had received defective sprinkler heads or heads that were not to

*

Approved
Board of Directors

Date: December 6, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

specifications. After continued research into the problem, SANBAG learned that in Spring 2006, the city of Chino Hills requested the Inland Empire Utility Agency, the operator the local wastewater treatment plant, to increase the water pressure from the plant to address lack of pressure issues in Chino Hills. The SR 71 irrigation connections were the first points of connection out of the wastewater treatment facility and because of this proximity the water pressure at the sprinkler head exceed 120 pounds/square inch (PSI). The specifications for the sprinkler heads called for water pressure in the 40-75 PSI range with an absolute maximum of 100 PSI for some of the larger heads. An unintended consequence of the city's request was delivering pressure to the 71 irrigation system that system was not designed to withstand.

Complicating the irrigation issue identified above the Inland Empire region encountered one of earliest, hottest, and lengthy heat waves in the last 50 years. Due to these unusual conditions and an irrigation system that was not functioning correctly, SANBAG staff directed the contractor to discontinue replacing plants and the seeding of the Fescue grass until pressure issues associated with the irrigation system could be resolved. Commencing with the identification of the water pressure problem to the point were pressuring reduction devices were placed, the period of time the contractor was in plant establishment but was prevented from irrigating and maintaining the project was three months.

The amendment to this contract includes funding for the materials and labor associated with the installation of the pressure reduction devices at either the points of connection with the City water line or at individual sprinkler heads as well as funding for three additional months of Plant Establishment. The total amount of the amendment is $88,275 with the water pressure resolutions accounting for $41,425 and additional PE at $46,850.

On a positive note, Caltrans has agreed to accept the project as complete on an interchange by interchange basis rather than as a full corridor project. This will allow SANBAG to relieve the contractor's force at individual interchanges and turn those over to Caltrans and than refocus the available resources to areas of the project not yet completed.

Financial Impact: An amendment of the SANBAG 2006/07 Budget task number 81807000 (Rt. 71 Landscape Design and Construction) is required to fund this amendment. The budget amendment action is as follows: increase expenditures from task 81807000 in the amount of $88,275 funding source is Measure I Valley Major Projects fund balance.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 05-036-01
by and between
San Bernardino County Transportation Authority
and
BELAIRE-WEST LANDSCAPING, Inc.
for
Construction of Route 71 Highway Planting

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # _____ Vendor ID _____	Retention: ☒ Yes 10 % ☐ No	☐ Original ☒ Amendment

Notes:

Original Contract:	$ 567,400.66	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 122,740.06	Current Amendment:	$ 88,275.00
		Current Amendment Contingency:	$ 0

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

Contract TOTAL → $ 778,415.72

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
81807	5554	MIVMP	_____	$ 88,275
			_____	$ 0
			_____	$ 0
			_____	$ 0

Original Board Approved Contract Date:	03/02/05	Contract Start: N/A	Contract End: N/A
New Amend. Approval (Board) Date:	12/06/06	Amend. Start: 12/06/06	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 $ 88,275	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 0

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 18.75%

Task Manager: **Darren Kettle** | Contract Manager: **Chuck Wisdom**

11-3-06

Task Manager Signature Date | Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: a0503601

AUTHORITY CONTRACT NO. 05-036-01

AMENDMENT NO. 1

AGREEMENT BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

BELAIRE-WEST LANDSCAPING, INC.

This AMENDMENT No. 1 to San Bernardino County Transportation Authority Contract No. 05-036 (hereafter called CONTRACT) entered into this 6th day of December, 2006 by and between Belaire-West Landscaping, Inc. (hereafter called CONTRACTOR) and the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under AUTHORITY Contract No. 05-036, has contracted with CONTRACTOR to construct State Highway 71 Highway Planting Improvements (hereafter called PROJECT); and

WHEREAS, the parties desire to amend the CONTRACT to revise contract amount in order to account for circumstances and conditions encountered on the PROJECT; and,

WHEREAS, increased water pressure has delayed the CONTRACTOR in the execution of the PROJECT; and,

WHEREAS, mitigation of said effects will require additional improvements and compensation for the CONTRACTOR; and,

WHEREAS, additional compensation has been agreed to by AUTHORITY and CONTRACTOR.

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 05-036 as follows:

1) The total CONTRACT amount shall be increased by $41,425 to fund the installation of three items.

   (a) Item 1: CONTRACTOR shall install pressure relief valves at three locations as needed to mitigate increased water pressure from the water supplier. Total payment for all three these valves shall be at an agreed to lump sum price of $12,657.

(b) Item 2: CONTRATOR shall replace sprinkler heads damaged due to increased water pressure. Payment to CONTRACTOR will be on a unit cost basis and CONTRACTOR shall be paid $XXX for each sprinkler head that is replaced. Total estimated cost is XXX units at $XXX, or $16,200 total.

(c) Item 3: CONTRACTOR shall install pressure regulating dials on sprinkler control valves as needed to control pressure and mitigate effects of increased water pressure to individual valve groups. Payment to CONTRACTOR will be on a unit cost basis and CONTRACTOR shall be paid $50.27 for each dial type pressure regulator installed. Total estimated cost is 250 units at $50.27, or $12,568 total.

2) The contract plant establishment (PE) period shall be extended for an additional 90 calendar days beyond the duration stated in the PROJECT special provisions. It is agreed that the total PROJECT contract amount shall be increased by $46,850 to account for the extended plant establishment period. The unit price as originally bid for the PROJECT shall be applied to the 90 day PE extension. If, during the 90 day extension, Caltrans accepts portions of the PROJECT, then the unit rate for the PROJECT shall be reduced by a proportional amount.

The proportional share of cost will be determined on a per-interchange basis. The PE cost of a single interchange will be calculated by dividing the number of interchanges into the total unit rate of PE for the PROJECT. It is agreed that the cost of maintaining the *total* PROJECT in PE for one day shall be $525.67, and the cost of maintaining one interchange in PE for one day shall be $86.76.

3) Approval of this CONTRACT Amendment constitutes full settlement for all work included in this Amendment including, but not limited to, direct and indirect costs associated with claims of delay, total impact, disruption, acceleration, home office overhead, loss of efficiency/productivity, bonds, insurance premiums, and interest.

4) Except as amended by this Amendment, all other provisions of the CONTRACT and any approved amendments shall remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

BELAIRE-WEST, INC.

By: _____

Date: _____

SANBERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Dennis Hansberger
President, Board of Directors

Date: _____

Approved As To Form:

By: _____
Jean-Rene Basle
AUTHORITY 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: **11**

Date: December 6, 2006

Subject: Amendment No. 4 to Purchase order No. 0432 to P&D Consultants for construction management services for the State Route 71 Landscape Project.

Recommendation:* 1. Approve Amendment No. 4 to Purchase Order No. 0432 with P&D Consultants increasing the amount by $45,000 to provide Construction Management Services for Route 71 Landscaping completion project, and
2. Amend the SANBAG 2006/2007 Budget increasing expenditures and revenues in Task Number 81807000 in the amount of $45,000 as detailed in the Financial Impact Section. Funding sources is Measure I Valley Major Projects. TN81807000

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

The Route 71 Landscape project has encountered a number of obstacles and extended far longer than all parties involved anticipated with SANBAG having to terminate the first landscape contractor on the project. The Cooperative Agreement and subsequent amendments for Chino Hills' role as Construction Manager ran their course. Subsequently, a second landscape contractor was brought in to complete the project. In order to maintain continuity on the project

*

Approved
Board of Directors

Date: *December 6, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0612E-DMK.DOC
TN 81807000
ATTACHMENT: PO06PDCI4-DMK.DOC

SANBAG exercised the Executive Director's authority to issue a Purchase Order with P&D Consultants. The SANBAG Board approved amendment No. 3 in July of this year to supplement the Purchase Order to provide continued construction management oversight.

The agenda item immediately prior to this item amends the construction contract with the landscape contractor for this project to address an irrigation system problem that arose in the Spring and Summer of this year and provides for additional funding for three additional months of plant establishment.

Additionally, litigation with the first Rt. 71 landscape contractor is moving ahead as SANBAG tries to recover costs to complete the project. These additional requested funds will provide support by the construction manager to the legal team as they prepare for trial.

Staff now recommends increasing the PO in the amount of $45,000 to fund additional costs as the landscape contractor completes the "plant-establishment" period of the contract and to provide litigation support. The new not to exceed amount for PO 0432 is $200,000.

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

Reviewed By: This was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

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

BRD0612E-DMK.DOC
TN 81807000
ATTACHMENT: PO06PDCI4-DMK.DOC

Amendment No. 4 to P.O. 0432
PURCHASE ORDER REQUEST

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

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

VENDOR: P&D Consultants Vendor ID PDCI

ADDRESS: 999 Town and Country Road
4th Floor
Orange, CA 92868

PHONE: 714-835-4447

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

Item Description	Order Quantity	Task #	Cost Code	Amount
Landscape Inspection Rt. 71		81807000	5553	$ 45,000
				$
				$
				$
				$
				$
Shipping/Handling				$
			TOTAL	$ 45,000

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

Please answer the following questions regarding the selection process:

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

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

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

Requested By: Darren Kettle	Date 11/3/06
P.O. Manager's Signature	Date
Approved by Task Manager (Signature)	

Filename: PO06pdcl4-dmk.doc

11-3-06

11/17/06
CFO

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: December 6, 2006

Subject: Construction Cooperative Agreement No. C07130 with Caltrans for the Interstate 215 Segment 3

Recommendation:* Approve Construction Cooperative Agreement No. C07130 with Caltrans I-215 Segment 3

Background: **This is a new cooperative agreement.** Caltrans is acting as the lead agency for the purposes of construction of Segment 3 of Interstate 215 from Orange Show Road to just north of Mill Street in San Bernardino. This is the first of four mainline freeway projects of the major reconstruction and widening of the Interstate 215 project through San Bernardino. The project is environmentally cleared through both the Federal Highway Administration and Caltrans. The final Plans, Specifications, and Estimates package is complete and is expected to be advertised in early 2007. Construction of the project is fully funded from 2006 State Transportation Improvement Program funds, Traffic Congestion Relief Program (TCRP) funds and various types of federal funds.

This cooperative agreement which is generally ministerial in nature and is Caltrans "boilerplate" for construction projects, assigns SANBAG and Caltrans roles and responsibilities for construction management and administration of this construction project. There is one substantial difference between this Agreement and past construction agreements where Caltrans served as lead agency and that is that SANBAG will play a stronger financial management role than in the past. This agreement requires Caltrans to provide detailed monthly accounting of both construction and construction support costs and involves SANBAG in the financial management decisions related to the various sources of funds on the project. Generally, the agreement recognizes that Caltrans will perform all aspects of Advertising, Awarding, and Administering (AAA) a construction

*

Approved
Board of Directors

Date: December 6, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0612M-DMK.DOC

contract for Interstate 215 Segment 3. Caltrans is responsible for providing various construction support services including construction management, construction surveying and staking and materials testing. These services were anticipated project related costs and were included in the 2006 STIP.

Financial Impact: A construction cooperative agreement generally serves to assign construction management and administration responsibilities to the respective parties of the agreement and has limited financial impact to the SANBAG 2006/07 Budget. TN 83807000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07-130

by and between

San Bernardino County Transporation Authority

and

State of California, Department of Transportation

for

Construction Cooperative Agreement for I-215, Segment 3

FOR ACCOUNTING PURPOSES ONLY

☐ Payable	Vendor Contract # 8-1340	Retention:	☒ Original
☐ Receivable	Vendor ID _____	☐ Yes _____ % ☒ No	☐ Amendment

Notes: This is a cooperative agreement defining responsibilities

Original Contract:	$ _____	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 → $ _____

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	12/6/06	Contract Start: 12/6/06	Contract End: 7/31/10
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? _____

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**

11-3-06

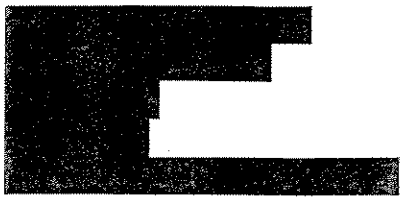
Task Manager Signature Date | Contract Manager Signature Date

11/15/06

Chief Financial Officer Signature Date

Filename: a07135

Form 28 06/06



CONSTRUCTION
COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on_____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED
GOVERNMENTS, a public entity
referred to herein as "SANBAG."

RECITALS

1. STATE and SANBAG, pursuant to Streets and Highways Code Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the SANBAG of San Bernardino.

2. STATE and SANBAG desire State Highway improvements consisting of adding two (2) high occupancy vehicle lanes, one (1) mixed flow lane in each direction and operational improvements including auxiliary lanes and braided ramps on State Route 215 in the City of San Bernardino from PM 4.1 to 6.5, referred to herein as "PROJECT," and desire to define herein the terms and conditions under which PROJECT is to be ~~engineered,~~ constructed, financed, and maintained.

3. It is anticipated that Federal-aid funds will be allocated for financing 50.5% of the PROJECT costs which are eligible for Federal-aid participation and STATE and SANBAG will bear the remainder of the costs as set forth herein.

SECTION I

STATE AGREES:

1. To provide all necessary construction engineering and support services for PROJECT and bear one hundred percent (100%) of the actual expense thereof using Regional Improvement Program (RIP) funds. Estimates of such costs are shown on Exhibit A, attached and made a part of this Agreement.

2. To advertise, open and review bids, and award the construction contract for PROJECT.

3. To construct PROJECT by contract in accordance with plans and specifications of STATE.

4. To pay an amount equal to 100% of the actual construction capital costs for PROJECT using RIP, Transportation Congestion Relief Program (TCRP) funds and Federal subvention funds as shown on Exhibit A of this agreement, estimated to be $10~~34~~,310~~087~~,000. In no event shall STATE's total obligation for construction capital costs for PROJECT under this Agreement, excluding costs referred to in Section III, Article 11 of the Agreement, exceed the amount of $~~$~~104,310,000; provided that STATE may, at its sole discretion, in writing, authorize a greater amount.

5. To pay an amount equal to $9,077,960 in RIP funds as Non-federal match funds for the subvention funds shown on Exhibit A of this Agreement.

6. To consult with SANBAG on all change orders with an estimated cost of over $100,000 before implementation, except when necessary for the safety of motorists and/or pedestrians or for the protection of property.

7. Upon completion of PROJECT and all work incidental, thereto, to furnish SANBAG with a detailed statement of the portion of construction, and construction engineering costs to be borne by SANBAG, including resolution of any construction related claims which have been allowed to the construction contractor. STATE thereafter shall ~~refund to SANBAG, promptly after completion of STATE's final accounting of PROJECT costs, any amount of SANBAG's deposits required in Section II, Articles 1 remaining after actual costs to be borne by SANBAG have been deducted, or to~~ bill SANBAG for any additional amount required to complete SANBAG's financial obligations pursuant to this Agreement.

8. To maintain the traffic control signal(s) and safety lighting as installed and pay one hundred percent (100%) of the maintenance costs unless otherwise agreed to in future maintenance agreements.

9. To operate the traffic control signal(s) as installed and pay one hundred percent (100%) of the operation cost unless otherwise agreed to in future maintenance agreements.

10. To furnish the traffic signal control equipment for PROJECT. This equipment shall consist of signal controller unit and signal control cabinet. The estimated cost of the STATE furnished equipment is $154,800, and the actual cost to STATE shall be deducted from STATE's share of the PROJECT costs.

11. To obligate Local Assistance subvention funds and consult with SANBAG for their assistance in said obligation. If advance construction funds or any other listed funding in Exhibit A is not available at the time of obligation, STATE will work with SANBAG to insure the PROJECT will be fully funded.

12. To furnish monthly statements to SANBAG detailing cost and funding expenditures for the PROJECT.

13. STATE agrees to utilize the various funding sources contributed by SANBAG consistent with the written direction from SANBAG for source and schedule in the use of these funds throughout the

PROJECT schedule.

SECTION II

SANBAG AGREES:

1. To contribute to STATE the amount of $60,055,000 in Federal subvention funds for the construction of the PROJECT as shown in Exhibit A of this agreement.

2. SANBAG will bear the remainder of the construction capital costs for PROJECT ~~using Measure I funds~~ should the total costs exceed $104,310,000.

3. SANBAG's share of the construction capital costs (estimated to be $60,055,000) shall be an amount equal to 57.6% of the total construction capital costs, including the cost of construction-related claims, the cost of STATE defense of any of those claims and the cost of STATE-furnished material, if any, as determined after completion of work and upon final accounting of costs.

4. SANBAG's share of the expense of construction engineering and support shall be an amount equal to 0% of STATE's actual costs of construction engineering for the entire PROJECT.

5. To pay STATE upon completion of all work and within twenty (20) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the contributions listed in Exhibit A~~aforesaid advance deposit~~ required to complete SANBAG's financial obligation pursuant to this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and allocation
~~2.~~of funds by the California Transportation Commission.

~~2. Should any portion of project be financed with Federal funds or State gas tax funds, all applicable laws, rules and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.~~

~~3. STATE's goals for utilization of Minority, Women's and Disabled Veteran Business Enterprise Disadvantaged Business Enterprise (DBE) will be included in the construction contract. The contract goals will be based on a technical analysis of contract items and certified DBE subcontractors in the area. STATE will award construction contract to the lowest responsible bidder who meets the goals or who made, in the sole judgment of STATE, a good faith effort to do so.~~

~~4. After opening of bids for construction of PROJECT, STATE'S estimate of cost will be revised~~

~~based on actual bid prices. SANBAG's required deposit under Section II, Article 1 will be increased or decreased to match said revised estimate. If deposit increase or decrease is less than $100,000, no refund or demand for additional deposit will be made until final accounting.~~

~~6.~~2. Prior to advertising of bids for the construction contract for PROJECT, SANBAG may terminate this Agreement, in writing, provided that SANBAG pays STATE for all PROJECT related costs incurred by STATE under terms of this Agreement.

~~7.~~3. If, upon opening of bids for PROJECT, the lowest responsible bid is not more than 10% over the Engineer's Estimate, STATE and SANBAG may conduct a joint review of the bids immediately following opening of bids and prior to submittal of STATE District 8's letter of recommendation to award to STATE's Office Engineer in Sacramento, if so requested by SANBAG. After the joint review and within the time allowed for award, STATE may award the construction contract for PROJECT.

~~8.~~4. If upon joint review of the aforementioned bids, SANBAG, by written notice to STATE's District Program/Project Management Office, elects to not proceed with PROJECT, thereby causing STATE to reject all bids, SANBAG agrees to pay STATE for all ~~PROJECT related costs incurred by STATE, including all~~ legal costs and damages resulting from rejection of all bids for PROJECT.

~~9.~~5. If, upon opening of bids for PROJECT, it is found that the lowest responsible bid exceeds the Engineer's Estimate by more than 10%, STATE and SANBAG shall consult upon a course of action. If, after fifteen (15) days, a course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article ~~9~~6 of this Section III.

~~10.~~6. If termination of this Agreement is by mutual consent, STATE will bear 0% and SANBAG will bear 100% of all PROJECT related costs incurred by STATE prior to termination, except that any utility relocation costs shall be prorated in accordance with STATE's/SANBAG's responsibility for utility relocation costs.

~~11.~~7. After award of the construction contract for PROJECT, should SANBAG, after a request by STATE, not authorize funding beyond the amounts stated in Articles 3 and 4, of Section II above, STATE shall insure that all operating roadways are in a safe and satisfactory permanent operating condition and then shall cease work on PROJECT. Additional costs incurred in excess of payments made will be billed and subject to payment by SANBAG within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due SANBAG from the Highway User Tax Fund.

~~12.~~8. If existing public and/or private utility facilities conflict with PROJECT construction or violate STATE's encroachment policy, STATE shall make all necessary arrangements with the owners of such facilities for their protection, relocation or removal. STATE shall inspect the protection, relocation or removal. If there are costs of such protection, relocation or removal which STATE and SANBAG must legally pay, STATE and SANBAG shall share in the cost of said protection, relocation or removal, plus cost of engineering overhead and inspection, in the amount of 100% STATE and 0% SANBAG. If any protection, relocation, or removal of utilities is required, such work shall be performed in accordance with STATE's policy and procedure for those facilities located within the limits of work providing for the improvement to the State Highway and in accordance with SANBAG policy for those facilities outside of the limits of work providing for

the improvement to the State Highway.

~~13.~~9. In the construction of said work, STATE will furnish a representative to perform the functions of a Resident Engineer, and SANBAG may, at no cost to STATE, furnish a representative, if it so desires, and said representative and Resident Engineer will cooperate and consult with each other, but the decisions of STATE's Resident Engineer shall prevail as final, binding and inclusive in all matters concerning the PROJECT construction contract.

~~14.~~10. If any unforeseen potential hazardous waste sites are encountered during construction of PROJECT, STATE and SANBAG shall meet and confer on a course of action. The responsibilities and costs for any action shall be covered by amendment to this Agreement.

~~15.~~11. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during construction requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during construction requiring the same defined remedy or remedial action shall be the responsibility of SANBAG. For the purpose of the Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within the existing State Highway right of way, except that if STATE determines, through mutual consent with SANBAG~~in its sole judgment~~, that STATE's cost for remedy or remedial action is increased as a result of proceeding with construction of PROJECT, that additional cost identified by STATE shall be borne by SANBAG. SANBAG shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, SANBAG will have the option to either delay further construction of PROJECT until STATE is able to provide funding or SANBAG may proceed with the remedy or remedial action at SANBAG's expense without any subsequent reimbursement by STATE.

~~16.~~12. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State Highway right of way during construction shall be the responsibility of SANBAG, at SANBAG's expense, as a result of proceeding with construction of PROJECT. For the purposes of this Agreement any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT had not proceeded. SANBAG shall sign any HM-2 manifest if construction of PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place.

~~17.~~13. If hazardous material or contamination of either HM-1 or HM-2 category is found during construction on new right of way acquired by or on account of SANBAG for PROJECT, SANBAG shall be responsible, at SANBAG's expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work. STATE shall make its best effort to recover costs from the generator or prior owner.

~~18.~~14. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

~~19.~~15. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by SANBAG on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.

~~20.~~16. Pursuant to the authority contained in Section 591 of the Vehicle code, STATE has determined that within such areas as are within the limits of PROJECT and are open to public traffic, SANBAG shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. SANBAG shall take all necessary precautions for safe operation of SANBAG's vehicles, ~~the construction contractor's equipment and vehicles~~ and~~/or~~ vehicles of personnel retained by SANBAG, and for the protection of the traveling public from injury and damage from such vehicles~~ or equipment~~.

~~21.~~17. Upon completion and acceptance of the PROJECT construction contract by STATE, STATE will accept control of and maintain, at its own cost and expense, those portions of PROJECT lying within STATE's right of way, except local roads delegated to the City of San Bernardino~~SANBAG~~ for maintenance. STATE will maintain, at STATE expense, the entire structure below the deck surface of any ~~SANBAG~~ local road overcrossings.

~~22.~~18. The cost of any engineering or maintenance referred to herein in this Agreement shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE's standard accounting procedures.

~~23.~~19. The costs referred to herein cover only "matching funds" based on the assumption Federal-aid funds will be allocated for financing approximately 58.5% of the costs as shown on Exhibit A. In the event that Federal-aid participation is not secured, this Agreement may be terminated by either party at any time prior to award of the construction contract for PROJECT, or alternatively, each party's participation may be renegotiated to "make up" for the loss of Federal funds.

~~24.~~20. Upon completion of all work under this Agreement, ownership and title to materials, equipment, and appurtenances installed within the State Highway right of way will automatically be vested in STATE, and materials, equipment, and appurtenances installed outside of the State Highway right of way will automatically be vested in SANBAG. No further agreement will be necessary to transfer ownership as hereinbefore stated.

~~25.~~21. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of State Highways different from the standard of care

imposed by law.

~~26.~~22. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction conferred upon SANBAG and arising under this Agreement. It is understood and agreed that SANBAG shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by SANBAG under this Agreement.

~~27.~~23. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless SANBAG and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

~~28.~~24. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

~~29.~~25. Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE~~SANBAG with concurrence of STATE, or on July 31, 2010, whichever is earlier in time~~. However, the ownership, operation, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
MICHAEL A. PEROVICH
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
DENNIS HANSBERGER
Board of Directors

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND LEGALITY:

By: _____
SANBAG's Counsel

EXHIBIT A – Cost Summary

Construction Phase	State Funds			Local Assistance Subvention Funds			
	RIP	TCRP	RIP (Non-Federal Match)	CMAQ	Demo	PNRS	RSTP
Construction Support	$14,603,000						
Construction Capital	$33,415,040	$1,762,000					
			$582,447	$5,078,000			
			$412,600		$2,063,000		
			$4,721,400			$23,607,000	
			$3,361,513				~~$29,307~~ $2,537,000 $16,770,000 advance construction
Total Const Support	$14,603,000						
Total Const Capital	$104,310,000						
Project Total	$118,913,000						

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **13**

Date: December 6, 2006

Subject: Amendment No. 1 to Contract No. 03-014 with David Evans Associates for construction staking on Route 210 East and I-10 projects.

Recommendation:* Approve Amendment No. 1 to Contract No. 03-014 with David Evans and Associates for construction staking on Route 210 East and I-10 projects increasing the contract amount by $1,504,239. The new total contract amount is $7,286,300. TN 82407000 and TN 86007000

Background: **This is an amendment to an existing contract.** In September 2002, the SANBAG Board approved contract 03-014 with David Evans and Associates to perform construction staking and survey support for four large SANBAG construction contracts. These include Route 210, the I-10 Truck Climbing Lane, the I-10 mixed flow lane from Orange to Ford, and the I-10/Live Oak interchange project. The total amount of the contract was $5,782,061.

Circumstances encountered on several SANBAG projects have resulted in the need for DEA to perform additional work beyond that of the original contract scope. In some instances the amount of work necessary for the project, while a part of the contract scope, was much greater than what was originally assumed and in other cases additional work necessary to keep the project advancing in an efficient manner. In either case, the work was unanticipated and required a greater level of effort or was beyond the original scope of work.

This contract was initiated just prior to the expiration of a previous contract that covered the staking and surveying of various segments of the State Route 210 projects. The previous contract expired just as the freeway opened to traffic through the cities of Upland, Rancho Cucamonga, and Fontana. At the time of the opening, it was understood that some survey work remained for the opened portion of freeway,

*

Approved
Major Projects Committee

Date: December 6, 2006

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

BRD0612D-DMK.DOC
ATTACHMENT: A0301401.DOC

but the extent of work was unclear and thought to be relatively limited. With that, the previous contract was allowed to expire and it was decided to simply cover any remaining costs under the new contract since it also related to the SR-210 project.

The work on the opened portion of SR-210 generally fell into to the following categories:

1) Earthwork and drainage revisions were necessary to mitigate erosion on sloped areas and other graded areas. Throughout segments 1 - 4, additional work was needed to stabilize slopes and redirect water away from the tops of those slopes. This work included new drainage systems and the grading of new ditches to control flows. DEA provided survey support for these efforts, and their work included gathering existing topographic data for the designers, staking the new revisions, and verifying grades once improvements were in place. Approximately $ 242,271

2) A historic property known as the Goerlitz house required many improvements as conditions of the environmental approval of the freeway project. Some improvements were performed well after the freeway opened. DEA provided survey support for these improvements. Approximately $ 25,000

3) Records of Survey – survey monument preservation and replacement created a large amount of work that was originally assumed to be relatively modest. State law requires that survey monuments be perpetuated whenever there is a chance they will be disturbed or destroyed. As monuments are relocated, a record map must be filed with the county surveyor so that others know that the monument has been moved or modified. In the case of the 210 project, not only did the disturbed monuments have to be recorded, but the entire right of way was monumented and recorded. The effort was time consuming but ultimately provided valuable information and was also beyond the original scope of work for this consultant. Approximately $ 323,253

Other Items of Extra Work – SR 210 Segments 9-11 and I-10

1) The SR-210 segment 9-11 'project' consists of a series of smaller projects that must be carefully coordinated in order to ensure that each contractor completes their work and is paid fairly for their work. With overlapping segments, controlling the earthwork (i.e., tracking which dirt is taken where and by whom) is challenging. Aerial topographic surveys were utilized to compare before and after conditions as contractors transition between work areas. These aerials are valuable tools in determining quantities of dirt moved and are the most effective and efficient means of accomplishing the task. Approximately $ 159,250

2) As-built and existing grades – One of the challenging aspects of freeway widening projects is matching the new improvements to the existing grades and conditions in the field. During the engineering phase, designers take measurements

and fit their designs to those measurements. However, it is not practical to gather every needed bit of data from the field and it is typical for designers to use information gathered from as-built information or other non-measured information. Doing so does not yield perfect information and many times adjustments are made during construction. The I-10 widening projects have undergone several revisions that required extensive surveying to detail existing conditions and then adjust the design accordingly. Approximately $ 206,759

3) Extra work for added construction items – DEA has been asked to provide survey support for other project activities (e.g., survey data for condemnation cases, survey for clearances between improvements, etc). These items are important but can also be difficult to estimate at the beginning of the contract. Areas along and adjacent to the SR-210 project have undergone extensive changes since the project was designed. Approximately $ 267,725

4) Restaking charges are generally defined as the costs associated with placing construction stakes more than one time for a given location or use. Survey stakes are typically set several days before work is to occur. Sometimes, stakes are accidentally moved or destroyed before they are used and require replacement. In some instances the stakes are destroyed by the contractor and in others they are destroyed to due circumstances beyond the contractor's control (foul weather, vandalism, other contractors, etc.). In situations where the contractor is responsible for the damage, the contractor is back charged for the cost of restaking. In most other circumstances SANBAG is responsible for restaking charges. Approximately $200,187

5) Record of Survey – This is very similar to the above discussion. Survey monument preservation and replacement created a large amount of work that was originally assumed to be relatively modest. Circumstances on the I-10 Truck Climbing Lane project were similar to those on the SR-210 project in that additional monuments were required throughout the project. Approximately $79,793

Financial Impact: This action was anticipated during the development of the 2006/07 Budget. The amendment increases the contract by $1,504,239 for a new not to exceed contract total of $7,286,300. Funding source is Measure I Valley Major Projects Funds. TN 82407000 and TN 86007000

Reviewed By: This item was reviewed and recommended for approval (Christman opposed), by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

BRD0612D-DMK.DOC
ATTACHMENT: A0301401.DOC

SANBAG Contract No. 03-014-01

by and between

San Bernardino County Transportation Authority

and

David Evans & Associates, Inc.

for

Construction Surveying on SR 210 Segments 9-11 & I-10 Widenings

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 5,782,061	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
		Current Amendment:	$ 1,504,239
Contingency Amount:	$ 0	Current Amendment Contingency:	$ 0

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

Contract TOTAL → $ 7,286,300

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
82407	5553	MIVMP	_____	$ 640,000
86007	5553	MIVMP	_____	$ 266,000
82408	5553	MIVMP	_____	$ 260,000
86008	5553	MIVMP	_____	$ 338,239

Original Board Approved Contract Date: 9/4/02 Contract Start: 9/04/02 Contract End: 9/04/08

New Amend. Approval (Board) Date: 12/06/06 Amend. Start: 12/06/06 Amend. End: 9/04/08

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 $ 1,000,000	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 504,239

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

If yes, which Task includes budget authority? 82407

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: Tom Esswein

Task Manager Signature 11-2-06 Date | Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: a0301401css

Form 28 06/06

SANBAG CONTRACT NO. 03-014-01

AMENDMENT NO. 1

AGREEMENT BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

DAVID EVANS & ASSOCIATES, INC.

This AMENDMENT No. 1 to SANBAG Contract No.03-014 entered into as of this 6th day of December, 2006 by the firm of DAVID EVANS & ASSOCIATES Corporation (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH

WHEREAS, AUTHORITY, under AUTHORITY Contract 03-014, has engaged the services of CONSULTANT to provide Construction Staking and surveying State Route 210 Segments 9-11 and various I-10 projects.

WHEREAS, the parties desire to amend the aforesaid contract to increase the contract not to exceed amount and scope of work with this amendment;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 03-014, as follows:

1. The not-to-exceed amount of the contract shall be increased by $1,504,239. The overall total contract not-to-exceed amount shall be increased to $7,286,300.00.

2. The scope of work shall be increased as described in Attachment A of this Amendment.

3. Except as amended by this amendment, all other provisions of Contract No. 03-014 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

DAVID EVANS & ASSOCIATES, INC.

By: _____
Cliff Simental, Senior Vice President

Date: _____

San Bernardino Associated Governments/ San Bernardino County Transportation Authority

By: _____
Dennis Hansberger, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Rene-Basle
SANBAG Counsel

Date: _____

a0301401.doc
JN 82407000

ATTACHMENT A

Contract Amendment No. 1
SANBAG Contract No. 03-014
Construction Survey Services

Circumstances encountered on several SANBAG projects have resulted in the need for DEA to perform additional work beyond that of the original contract scope. In some instances the amount of work necessary for the project, while a part of the contract scope, was much greater than what was originally assumed and in other cases additional work necessary to keep the project advancing in an efficient manner. In either case, the work was unanticipated and beyond the original scope of work.

This contract was initiated just prior to the expiration of a previous contract that covered the staking and surveying of various segments of the State Route 210 projects. The previous contract expired just as the freeway was opened to traffic through the cities of Upland, Rancho Cucamonga, and Fontana. At the time of the opening, it was understood that some survey work remained for the opened portion of freeway, but the extent of work was unclear and thought to be relatively limited. With that, the previous contract was allowed to expire and it was decided to simply cover any remaining under the new contract since it also related to the SR-210 project.

The work on the opened portion of SR-210 generally fell into to the following categories:

1) Earthwork and drainage revisions were necessary to mitigate erosion on sloped areas and other graded areas. Throughout segments 1 - 4, additional work was needed to stabilize slopes and redirect water away from the tops of those slopes. This work included new drainage systems and the grading of new ditches to control flows. DEA provided survey support for these efforts, and their work included gathering existing topographic data for the designers, staking the new revisions, and verifying grades once improvements were in place.

Approximately $ 242,271

2) A historic property known as the Goerlitz house required many improvements as conditions of the environmental approval of the freeway project. Some improvements were performed well after the freeway opened. DEA provided survey support for these improvements throughout the effort which was also more extensive than originally assumed.

Approximately $ 25,000

3) Records of Survey – survey monument preservation and replacement created a large amount of work that was originally assumed to be relatively modest. State law requires that survey monuments be perpetuated whenever there is a chance they will be disturbed or destroyed. As monuments are relocated, a record map must be filed with the county surveyor so that others know that the monument has been moved or modified. In the case of the 210 project, not only did the disturbed monuments have to be recorded, but the entire right of way was monumented and recorded. The effort was time consuming but ultimately provided valuable information and was also beyond the original scope of work for this consultant.

Approximately $ 323,253

Other Items of Extra Work – SR 210 Segments 9-11 and I-10

1) The SR-210 segment 9-11 'project' consists of a series of smaller projects that must be carefully coordinated in order to ensure that each contractor completes their work and is paid fairly for their work. With overlapping segments, controlling the earthwork (i.e., tracking which dirt is taken where and by whom) is challenging. Aerial topographic surveys were utilized to compare before and after conditions as contractors transition between work areas. These aerials are extremely valuable tools in determining quantities of dirt moved and are the most effective and efficient means of accomplishing the task.

Approximately $ 159,250

2) As-built and existing grades – One of the challenging aspects of freeway widening projects is matching the new improvements to the existing grades and conditions in the field. During the engineering phase, designers take measurements and fit their designs to those measurements. However, it is not practical to gather every needed bit of data from the field and it is typical for designers to use information gathered from as-built information or other non-measured information. Doing so does not yield perfect information and many times adjustments are made during construction. The I-10 widening projects have undergone several revisions that required extensive surveying to detail existing conditions and then adjust the design accordingly.

Approximately $ 206,759

3) Extra work for added construction items – from time to time DEA is asked to provide survey support for construction items or other project activities (e.g., survey data for condemnation cases, survey for clearances between improvements, etc). These items are important but can also be difficult to estimate at the beginning of the contract. Areas along and adjacent to the SR-210 project have undergone extensive changes since the project was designed. Some of these changes have resulted in higher than normal levels of effort for DEA.

Approximately $ 267,725

4) Restaking charges are generally defined as the costs associated with placing construction stakes more than one time for a given location or use. Construction stakes are the wooden sticks that contain survey data such as how deep to cut a trench or the elevation to which pavement is to be constructed. Survey stakes are typically set several days before work is to occur. Sometimes, stakes are accidentally moved or destroyed before they are used and require replacement. In some instances the stakes are destroyed by the contractor and in others they are destroyed to due circumstances beyond the contractor's control (foul weather, vandalism, other contractors, etc.). In situations where the contractor is responsible for the damage, the contractor is back charged for the cost of restaking. In most other circumstances Sanbag is required to absorb the cost.

Approximately $200,187

5) Record of Survey – This is very similar to the above discussion. Survey monument preservation and replacement created a large amount of work that was originally assumed to be relatively modest. State law requires that survey monuments be perpetuated whenever there is a chance they will be disturbed or destroyed. As monuments are relocated a record map must be filed with the county surveyor so that others know that the monument has been moved or modified. Circumstances on the I-10 Truck Climbing Lane project were similar to those on the SR-210 project in

that additional monuments were required throughout the project. Again, the effort was time consuming but ultimately provided valuable information and was also beyond the original scope of work for this consultant.

Approximately $ 79,793

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 14

Date: December 6, 2006

Subject: Approve Plans and Specifications and Authorize advertising for Construction Bids for Ramona Avenue Grade Separation

Recommendation:* Approve Plans and Specifications and Authorize advertising for Construction Bids for Ramona Avenue Grade Separation

Background: In consultation with the City of Montclair, SANBAG has completed the Plans and Specifications for the Ramona Avenue railroad grade separation at the Union Pacific railroad tracks in the city of Montclair and is in the process of finalizing the construction management services consultant team for this project. This project will receive funding from the Traffic Congestion Relief Program and has an allocation pending before the California Transportation Commission (CTC). A condition of the allocation made by the CTC is that a construction contract must be awarded within six months of the CTC allocation. The next step in proceeding with this project is complying with Public Contracts Code by receiving Board approval of the Plans and Specifications and authorizing advertisement for bids for these projects. A copy of the plans and specifications will be available for public review at SANBAG.

Financial Impact: This item imposes no financial impact. The 2006/07 SANBAG Budget does include construction funds for the three projects. Ramona Avenue Grade Separation TN 87207000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

*

Approved
Board of Directors

Date: December 6, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **15**

Date: December 6, 2006

Subject: Award of Contract No. C07024 with Harris and Associates for State Street/University Parkway Grade Separation Construction Management

Recommendation:* Approve Contract No. C07024 with Harris and Associates for State Street/University Parkway Grade Separation Construction Management in the amount of $3,740,000 as detailed in the Financial Impact Section. TN 87107000

Background: **This is a new contract.** In August 2006 the Board authorized the release of a Request of Qualifications (RFQ) for full service construction management services for the State Street/University Parkway railroad grade separation project. SANBAG received four Statements of Qualification (SOQ) in response to the RFQ. The construction management consultants that submitted SOQs included:

- Berg and Associates with David Evans and Ninyo & Moore
- Caltrop Corporation with Hernadez, Kroone and Leighton Group
- Harris and Associates with Associated Engineers and CHJ, Inc
- STV Incorporated/TCM group with Towill and CHJ, Inc.

Utilizing a derivation of the SANBAG consultant selection process a committee consisting of one representative from the City of San Bernardino, one representative from the County of San Bernardino, two SANBAG representatives, and a representative from the Burlington Northern Santa Fe railroad concluded that all four firms proposals warranted being short-listed to the interview process. Following interviews and committee deliberations, the selection committee

*

Approved
Board of Directors

Date: December 6, 2006

Moved: Second:

In Favor: Opposed: Abstained:
Witnessed:

BRD0612J-DMK.DOC
ATTACHMENT: C07024-DAS.DOC, C07024SOS-DAS.DOC

unanimously agreed that the Harris and Associates Team was most qualified to perform the work and recommends this contract to the Major Projects Committee and the Board of Directors. The contract cost negotiated with Harris and Associates is consistent with the work included in the scope of work used for the RFQ.

Financial Impact: This item is consistent with the SANBAG 2006/07 fiscal year budget. The cost of this contract is $3,740,000. Funding Source is Traffic Congestion Relief Program (TCRP) funds. TN 87107000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

BRD0612J-DMK.DOC
ATTACHMENT: C07024-DAS.DOC, C07024SOS-DAS.DOC

SANBAG Contract No. C07024

by and between

San Bernardino County Transportation Authority

and

Harris & Associates

for

Construction Management Services for State Street/University Parkway Grade Separation

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 3,400,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ 340,000	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

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

Contract TOTAL ➔ $ 3,740,000

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
87107000	5553	TCRP	_____	$ 1,000,000
87108000	5553	TCRP	_____	$ 1,500,000
87109000	5553	TCRP	_____	$ 1,240,000

Original Board Approved Contract Date: 12/6/06 Contract Start: 12/6/06 Contract End: 6/6/09

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 $ 1,000,000	**Future Fiscal Year(s) – Unbudgeted Obligation** ➔	$ 2,740,000

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

If yes, which Task includes budget authority? 871CZZ07

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

CONTRACT MANAGEMENT

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

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

Disadvantaged Business Enterprise: ☒No ☐Yes _____%

Task Manager: Darren Kettle | Contract Manager: Dennis Saylor

Task Manager Signature 11.15.06 Date | Contract Manager Signature 11/15/06 Date

Chief Financial Officer Signature 11/15/06 Date

http://sanbagsps2k1/sanbagportal/Documents/Agreements&POs and Resolutions/C07024-das.doc
TN 871

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 Project, 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 Project Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, and the public for the construction project.

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 project responsibilities as needed. Resident Engineers shall be Civil Engineers, registered in the State of California.

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

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG 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.

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.

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

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. Material testing personnel will be assigned as needed by the Senior Resident Engineer to meet the schedule of the construction contractor.

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.

Senior Resident Engineer will have the authority to increase, reduce, or eliminate material testing 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.

Material testing 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.

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 determine 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 required by the Resident Engineer.

Local agencies will retain jurisdictional control for traffic control.

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. CONSULTANT personnel will be assigned as needed by the Senior Resident Engineer 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 assigned to the project be completely familiar with the survey requirements and the assignments for the project.

Senior Resident Engineer 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 Senior Resident Engineer. 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.

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 determine that construction is performed in accordance with the project plans and specifications.
- Keep records and document work as directed by the Senior Resident Engineer.

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 Project will be executed under a single construction contract as described in the Project Description.

1. Pre-construction Services

   a. Plan Review

      CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, 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 monitor 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.

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 pre-construction meeting 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.

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 contract using Caltrans Construction Manual as a guideline.

b. CONSULTANT shall conduct regular project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.

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

d. CONSULTANT shall 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 Contractor, subcontractors, and principal material suppliers.

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

f. CONSULTANT shall monitor Contractor's 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. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.

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

i. CONSULTANT shall monitor that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

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

k. CONSULTANT shall monitor the Contractor's work to determine compliance with the provisions of the Caltrans Storm Water Pollution Prevention Plan (SWPPP).

l. CONSULTANT shall monitor the Contractor's work to determine compliance with 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 evaluate Contractor's schedule and compliance to the order of work in the plans and special provisions.

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with SANBAG. 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 Contractor and the design engineer.

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

k. CONSULTANT shall review Traffic Control Plans and forward to the city and/or County for approval.

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 monitor 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 project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed project. The Senior Resident Engineer will assign survey work by issuing a "Request for Survey Services" developed from information provided by the Contractor. 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.

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:

- 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.

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

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.

a. 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 determine 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 the projects. SANBAG shall coordinate public awareness for the project 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 Senior Resident Engineer 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 will monitor Project for permit compliance. 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. 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 SANBAG 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 SANBAG 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. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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

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

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

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

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

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

b. 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;

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.

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 SANBAG or required to effectively administer the contract.

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.

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

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

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

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

7. 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 a specific project that is 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 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 subconsultants under contract with CONSULTANT.

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

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.

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 monitor and document 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 monitor and document 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. Knowledge of stress analysis, structural mechanics, and strength of materials.

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

d. 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.

e. 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.

f. Ability to direct the efforts of subordinate inspectors.

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

h. 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 monitor and document 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. 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 monitor and document 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.

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.

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 Senior Resident Engineer.
c. Administer personal leave, subject to approval of SANBAG.
d. 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 document 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 monitor and document 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.

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 Senior Resident Engineer 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 Senior Resident Engineer.
- Prepare monthly reports for delivery to the Senior Resident Engineer.

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.

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 Senior 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 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.

San Bernardino Associated Governments **Revised 11/15/06** **Contract C07024 Attachment B**

State St. / University Parkway Grade Separation

November 15, 2006

Construction Management Cost of Services Worksheet (Final)

Project Schedule	2006			2007												2008												2009												Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Days
Calendar days	31	30	31	31	28	31	30	31	30	31	30	30	31	30	31	31	29	31	30	31	30	31	30	30	31	30	31	31	28	31	30	31	30	31	30	30	31	30	31	699
Work days	21	20	22	20	20	23	21	21	22	20	23	20	22	20	20	21	21	23	20	22	22	20	23	20	22	20	20	22	20	22	21	22	21	21	23	19	23	20	20	488
Preconstruction																																								
Construction Phase									1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Closeout																																								

Estimated Fees		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	*Totals*	
Project Manager	$90.30			16	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8								248	$22,394
Senior Res. Engineer	$75.60			80	40		40		168	176	160	184	160	176	160	160	168	168	92	80	88	88	80	92	80	88	80	80	88	80	88	84									3,028	$228,917
Lead Field Engineer	$54.60			80	40	32				176	160	184	160	176	160	160	168	168	184	160	176	176	160	184	160	176	160	160	176	160	44										3,740	$204,204
Lead Structure Inspector	$50.40									176	160	184	160	176	160	160	168	168	184	160	176																				2,032	$102,413
Scheduler	$56.70								40	40	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8												232	$13,154
Office Engineer	$46.20								168	176	160	184	160	176	160	160	168	168	184	160	176	176	160	184	160	176	160	160	176	160	88	84									3,884	$179,441
Office Admin (IEJC)	$21.00									176	160	184	160	176	160	160	168	168	184	160	176	176	160	184	160	176	160	160													3,208	$67,368
	$0.00																																								0	$0
Project Director	$90.30			40	40																																				80	$7,224
Inspector overtime	$26.25										40	46	40	44	40	40	42	42	40	40	44																				464	$12,180
Marketing Coordinator [5]	$26.25								21	22	20	12	10	11	10	10	11	11	12	10	11	6	5	6	5	6	5	5													206	$5,401
SWPPP Review	$53.00									24	8	8	8	8	8	8	8	8	8	4	4	4	4	4	4	4	4	4	4	8											144	$7,632
Monthly Subtotal	Labor	0	0	216	128	40	48	8	405	974	884	1002	874	959	874	874	917	917	910	790	867	642	585	670	585	642	585	585	460	416	228	176	8	0	0	0	0	0	0	0	Labor	$850,328
													7669.5														8652.3						1288		17659			labor escalator:	5%	2008	$21,676
																																							labor escalator:	5%	2009	$3,212
																																							Direct Labor:			$875,216
																																							SANBAG ADJUSTED FAR OH:	142.51%		$1,211,803
																																							Labor+Overhead:			$2,087,018
																																							Markup:	10%		$208,702
																																							subtotal:			$2,295,720
Travel Costs																																							subconsultant E&O (at cost)			$17,945
ODC's	allowance			SANBAG to Provide Office Space																	Estimate per Attachment B																				ODC's		$145,052.00
P. Beauchamp	allowance																				Estimate [1]																				PC		$22,257.62
Public Relations	allowance																				Estimate [2]																				PR		$49,990.00
Railroad Inspection	allowance																				Estimate [3]																				RR		$39,989
Surveying	allowance																				Estimate based on cost proposal from Associated Engineers. [4]																				Survey		$426,000
Materials Testing	allowance																				Estimate based on cost proposal from CHJ Inc. [5]																				Testing		$359,000

$3,385,953

Notes and Assumptions:

Fees are based on an 21 month construction contract with Harris NTP on 12/11/2006, Construction NTP 5/31/07
Holidays include New Year's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving (2 days) and Christmas

Should the actual schedule require more or less construction management services than proposed adjustments to this estimate may be required.
Overtime, rain, holidays and potential time extensions or delays may result in additional construction management services.
*This estimate is based on specific scope of work assumptions (SANBAG **ATTACHMENT A**).*

Assume 12 month FT structures inspector
Assume 9 month FT Senior RE, then half time
Assume 12 month FT OE, then half time OE and half time Inspection

Other Direct Costs, Railroad Inspection, and Surveying are allowance numbers.
[1] Final scope of services to be determined. Estimate is for budget purposes
[2] Final scope of services to be determined. Estimate is for budget purposes.
[3] Final scope of services to be determined. Estimate is for budget purposes.
[4] Final scope of services to be determined. Estimate is for budget purposes
[5] Use Harris staff to supplement Consultant
Labor rates are rounded to the whole dollar for the purpose of this budget.
Prevailing Wage- Wages for Inspection subject to Calif. Labor Code Section 1772.

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM 16

Date: December 6, 2006

Subject: Amendments to extend period of performance for various contracts

Recommendation:* Recommend approval of amendments to extend period of performance:

CN 98-042-05	Traffic Operations Inc.	Extend to 12/31/07
CN 98-043-05	Hi-Way Safety Services	Extend to 12/31/07
CN 99-019-04	EPT Design	Extend to 12/31/07
CN 05-007-01	Parsons Brinkerhoff (PB)	Extend to 12/31/07
CN 95-065-04	County Real Estate Services	Extend to 12/31/07
CN 02-011-05	LAN Engineering	Extend to 06/30/07
CN 01-061-06	URS Corporation	Extend to 06/30/07

Background: **This item amends a number of on-going contracts that have soon will expire.** In order to advance SANBAG's program of designing and building the Measure I Major Projects, the period of performance for each of these contracts must be extended. The first two contracts listed above are for on-call street signage (98-043) and street striping (98-042) services utilized by SANBAG in connection with the freeway construction program. Contract 99-019 is with EPT Design for the design and support of the Route 71 landscaping. Contract 05-007 with PB is for preliminary engineering and environmental document preparation for the Interstate 10 Westbound Lane addition. Contract 05-065 with County Real Estate Services Department is for on-call property acquisition services. Contract 02-011-05 with LAN Engineering is for final engineering for the State Street/University Parkway grade separation. Lastly, contract 01-061 is with URS Corporation for the design of the Live Oak interchange project in Yucaipa.

*

Approved
Board of Directors

Date: *December 6, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0612G-DMK.DOC
ATTACHMENTS: A9804205.DO, A9804305.DOC, A9901904.DOC, A0500701.DOC, A9506504.DOC, A0201105.DOC, A0106106.DOC

Financial Impact: These are no-cost time extensions amendments and have no financial impact.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. 98-042-05

by and between

San Bernardino County Transportation Authority

and

Traffic Operations, Inc.

for

On-Call Striping Services

FOR ACCOUNTING PURPOSES ONLY

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

Notes: Time Extension

Original Contract:	$ 82,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ 82,000

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

Contract TOTAL ➔ $ 82,000

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
N/A	N/A	N/A	_____	$ N/A
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	2/4/98	Contract Start: 2/4/98	Contract End: ~~12/31/04~~ 12/31/06
New Amend. Approval (Board) Date:	12/6/06	Amend. Start: 12/6/06	Amend. End: 12/31/07

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: **Greg Hefter**

11-3-06

Task Manager Signature Date

Contract Manager Signature Date

11/16/06

Chief Financial Officer Signature Date

Filename: a9804205css.doc

Form 28 06/06

SANBAG Contract No. 98-042

Amendment No. 5

By and Between

San Bernardino Associated Governments

And

Traffic Operations, Inc.

For

On-Call Striping Services

(Amendment for Time Extension)

Whereas, SANBAG Contract No. 98-042 was entered into between San Bernardino Associated Governments (SANBAG) and Traffic Operations, Inc. on February 4, 1998 for on-call striping services; and

WHEREAS, additional time is needed to complete the project,

NOW, THEREFORE, SANBAG Contract No. 98-042 is hereby amended as follows:

1. Extend the completion date of this contract to December 31, 2007.
2. All other provisions and terms of this contract shall remain the same.

Traffic Operations, Inc.

By: _____
Michael Izzi, Jr.
President

Date: _____

San Bernardino Associated Governments

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

SANBAG Contract No. 98-043-05

by and between

San Bernardino County Transportation Authority

and

Hi-Way Safety, Inc.

for

On-Call Signing Services

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 65,000	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 0	Current Amendment:	$ 0
		Current Amendment Contingency:	$ 0

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

Contract TOTAL → $ 65,000

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____ 12/31/06

Original Board Approved Contract Date: 2/4/98 Contract Start: 2/4/98 Contract End: ~~12//04~~

New Amend. Approval (Board) Date: 12/06/06 Amend. Start: 12/06/06 Amend. End: 12//07

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: **Herald Lantis**

Task Manager Signature Date 11-3-06

Contract Manager Signature Date

Chief Financial Officer Signature Date 11/30/06

Filename: a9804304oss

Form 28 06/06

SANBAG Contract No. 98-043

Amendment No. 5

By and Between

San Bernardino Associated Governments

And

Hi-Way Safety, Inc.

For

On-Call Signing Services

(Amendment for Time Extension)

Whereas, SANBAG Contract No. 98-043 was entered into between San Bernardino Associated Governments (SANBAG), and Hi-Way Safety, Inc. on February 4, 1998 for on-call signing services; and

WHEREAS, additional time is needed to complete the project,

NOW, THEREFORE, SANBAG Contract No. 98-043 is hereby amended as follows:

1. Extend the completion date of this contract to December 31, 2007.
2. All other provisions and terms of this contract shall remain the same.

Hi-Way Safety, Inc.

By: _____
Gary C. Myers
President

Date: _____

San Bernardino Associated Governments

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

SANBAG Contract No. 99-019-04

by and between

San Bernardino County Transportation Authority

and

EPT Landscape

for

Route 71 Final Design and Landscape Services

FOR ACCOUNTING PURPOSES ONLY

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

Notes: Time Extenstion

Original Contract:	$ 305,482	Previous Amendments Total:	$ 17,866.59
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ _____	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 323,348.59

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
N/A	N/A	N/A	_____	$ N/A
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	11/4/98	Contract Start: 11/4/98	Contract End: ~~11/30/06~~ 12/31/06
New Amend. Approval (Board) Date:	12/6/06	Amend. Start: 12/6/06	Amend. End: 12/31/07

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: N/A $ N/A	**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: **Chuck Wisdom**

11-3-06

Task Manager Signature Date Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: a9901904css.doc

Form 28 06/06

SANBAG Contract No. 99-019

Amendment No. 4

By and Between
San Bernardino Associated Governments
And
EPT Landscape
For
Route 71 Final Design and Landscape Services

(Amendment for Time Extension)

WHEREAS, SANBAG Contract No. 99-019 was entered into between San Bernardino Associated Governments (SANBAG), and EPT Landscape on November 4, 1998, for Route 71 Final Design and Landscape Services; and

WHEREAS, additional time is needed to complete this project.

NOW, THEREFORE, SANBAG Contract No. 99-019 is hereby amended as follows:

1. Extend the completion date of this contract to December 31, 2007.
2. All other provisions and terms of the contract shall remain the same.

San Bernardino Associated Governments

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

EPT Landscape

By: _____
Richard Vanderwood
President

Date: _____

Approved as to Form:

By: _____
Jean-Rene Basle
County Counsel

Date: _____

SANBAG Contract No. 05-007-02
by and between
San Bernardino County Transportation Authority
and
Parsons Brinckerhoff Quade & Douglas, Inc.
for
Engineering and Environmental Services for I-10 Westbound Lane Addition PA&ED Project

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 830,643	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 83,064	Current Amendment:	$ 0
		Current Amendment Contingency:	$ 0

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

Contract TOTAL → $ 913,707.00

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
N/A	N/A	N/A	N/A	N/A
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	7/07/04	Contract Start: 7/07/04	Contract End: ~~04/07/05~~ 12/31/06
New Amend. Approval (Board) Date:	12/06/06	Amend. Start: 12/06/06	Amend. End: 12/31/07

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: **Lisa DaSilva**

[signature] 11-3-06
Task Manager Signature Date

Contract Manager Signature Date

[signature] 11/15/06
Chief Financial Officer Signature Date

http://sanbagsps2k1/sanbagportal/Documents/Agreements&POs and Resolutions/a0500702.doc
TN 86207000
CN 05-007-02

SANBAG Contract No. 05-007, Amendment No. 2

By and Between

San Bernardino County Transportation Authority

And

Parson Brinckerhoff Quade & Douglas, Inc.

For

Engineering and Environmental Services for I-10 Westbound Lane Addition PA&ED Project

(Amendment for Time Extension)

Whereas, SANBAG Contract No. 05-007 was entered into between San Bernardino Associated Governments (SANBAG), and Parson Brinckerhoff Quade & Douglas, Inc. on July 7, 2004 for Engineering and Environmental Services for the I-10 Westbound Lane Addition PS&ED phase; and

WHEREAS, additional time is needed to complete the project,

NOW, THEREFORE, SANBAG Contract No. 05-007 is hereby amended as follows:

1. Extend the completion date of this contract to December 31, 2007.
2. All other provisions and terms of this contract shall remain the same.

Parsons Brinckerhoff
Quade & Douglas, Inc.

By: _____
Khalil Saba

Date: _____

San Bernardino Associated Governments

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

Approved AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

SANBAG Contract No. 95-065-04
by and between
San Bernardino County Transportation Authority
and
County of San Bernardino
for
Right of Way Services
(Amendment for time extension)

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 1,141,000	Previous Amendments Total:	$ 0
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ 0
		Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 1,141,000

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____ 12/30/06

Original Board Approved Contract Date: 7/11/95 Contract Start: 7/11/95 Contract End: ~~12/31/06~~
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: 12/31/07

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: **Arlis Childs**

11-5-06
Task Manager Signature Date

Contract Manager Signature Date

11/15/06
Chief Financial Officer Signature Date

SANBAG Contract No. 95-065

Amendment No. 4

By and Between

San Bernardino County Transportation Authority

And

County of San Bernardino

For

Right of Way Services

(Amendment for Time Extension)

Whereas, SANBAG Contract No. 95-065 was entered into between San Bernardino County Transportation Authority (AUTHORITY) and the County of San Bernardino on July 11, 1995, for Right of Way Services, State Route 210; and,

WHEREAS, additional time is needed to complete the project,

NOW, THEREFORE, AUTHORITY Contract No. 95-065 is hereby amended as follows:

1. Extend the completion date of this contract to December 31, 2007.
2. All other provisions and terms of this contract shall remain the same.

San Bernardino
County Board of Supervisors

By: _____

Date: _____

San Bernardino
County Transportation Authority

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

SANBAG Contract No. 02-011-05
by and between
San Bernardino County Transportation Authority
and
LAN Engineering Corp.
for
Preliminary Engineering, PS&E and Right of Way for State St./Univ. Pkwy/BNSF Grade Sep.

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 226,000	Previous Amendments Total:	$ 1,494,980
		Previous Amendments Contingency Total:	$ 138,668
Contingency Amount:	$ 22,600	Current Amendment:	$ 0
		Current Amendment Contingency:	$ 0

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

Contract TOTAL → $ 1,882,248.00

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: 10/01 Contract Start: 10/01 Contract End: 12/31/06
New Amend. Approval (Board) Date: 12/6/06 Amend. Start: 12/6/06 Amend. End: 6/30/07

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**

[signature] 11-3-06
Task Manager Signature Date

Contract Manager Signature Date

[signature] 11/15/06
Chief Financial Officer Signature Date

http://sanbagsps2k1/sanbagportal/Documents/Agreements&POs and Resolutions/A0201105.doc
CN 02-011-05
TN 871

SANBAG Contract No. 02-011

Amendment No. 5

By And Between
San Bernardino County Transportation Authority
And
LAN Engineering Corp.
For
Preliminary Engineering Services, Project Plans, Specifications, And Estimates, And Right Of Way Services For State Street/University Parkway/BNSF RR Grade Separation

(Amendment for Time Extension)

Whereas, Contract No. 02-011 was entered into between the San Bernardino County Transportation Authority and LAN Engineering Corporation on October 3, 2001 for Preliminary Engineering, PS&E and Right of Way for the State Street/University Parkway/BNSF Grade Separation in the City and County of San Bernardino, California; and

WHEREAS, additional time is needed to complete the project,

NOW, THEREFORE, SANBAG Contract No. 02-011 is hereby amended as follows:

1. Extend the completion date of this contract to June 30, 2007.
2. All other provisions and terms of the contract shall remain the same.

LAN Engineering Corp.	San Bernardino County Transportation Authority
By: _____	By: _____
William Nascimento Principal	Dennis Hansberger, President SANBAG Board of Directors
Date: _____	Date: _____

APPROVED AS TO FORM:

By: _____
Jean-Rene Basle
SANBAG Counsel

SANBAG Contract No. 01-061-06

by and between

San Bernardino County Transportation Authority

and

URS Corporation

for

Preparing Project Plans, Specifications, and Estimates for I-10 Live Oak Canyon Road Interchange Reconstruction in the City of Yuciapa, California

FOR ACCOUNTING PURPOSES ONLY

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

Notes: Time Extension

Original Contract:	$ 951,083.00	Previous Amendments Total:	$ 713,706
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ 122,157.00	Current Amendment:	$ 0
		Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 1,786,946.00

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
N/A	N/A	N/A	_____	$ N/A
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____ 12/31/06

Original Board Approved Contract Date:	5/01	Contract Start: 5/01	Contract End: ~~11/2/03~~
New Amend. Approval (Board) Date:	12/06	Amend. Start: 12/06	Amend. End: 6/30/07

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: N/A $ N/A	**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: **Chuck Wisdom**

11-3-06

Task Manager Signature Date | Contract Manager Signature Date

11/15/06

Chief Financial Officer Signature Date

Filename: a0106106css.doc

Form 28 06/06

SANBAG Contract No. 01-061

Amendment No. 6

By and Between
San Bernardino Associated Governments
And
URS Corporation
For

Preparing Project Plans, Specifications, and Estimates for I-10 Live Oak Canyon Road Interchange Reconstruction in the City of Yucaipa, California

(Amendment for Time Extension)

WHEREAS, SANBAG Contract No. 01-061 was entered into between San Bernardino Associated Governments (SANBAG), and URS Corporation on May 2, 2001, for Preparing Project Plans, Specifications, and Estimates for I-10 Live Oak Canyon Road Interchange Reconstruction in the City of Yucaipa, California; and

WHEREAS, additional time is needed to complete this project.

NOW, THEREFORE, SANBAG Contract No. 01-061 is hereby amended as follows:

1. Extend the completion date of this contract to June 30, 2007.
2. All other provisions and terms of the contract shall remain the same.

San Bernardino Associated Governments

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

URS Corporation

By: _____
Jeff Chapman
Vice President

Date: _____

Approved as to Form:

By: _____
Jean-Rene Basle
County Counsel

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: 17

Date: December 6, 2006

Subject: Amendment No. 2 to Contract 04-009 with HNTB Corporation for construction support services for State Route 210 Project, segment 10

Recommendation*: 1. Approve Amendment No. 2 to Contract No. 04-009 with HNTB Corporation for construction support services for State Route 210 Project, segment 10 extending the contract term to December 31, 2007 and increasing the contract amount by $125,000 for total not to exceed amount of $525,000. TN 82407000

2. Approve Amendment to the SANBAG 2006/07 budget increasing revenues and expenditures in the amount of $125,000 in Task 82407000 as described in the Financial Impact section below. Funding source is Measure I Valley Major Projects unallocated reserve.

Background: **This is an amendment to an existing agreement.** Under the terms of our cooperative agreements for design with Caltrans, SANBAG is obligated to make the design consultant who prepared the plans available for consultation and corrections during the construction process. HNTB Corporation is the designer of Segment 10. Frequently the contractors and construction field staff require from the designer of record either additional information, authorization for changes, or corrections in order to proceed with construction. The Board approved construction engineering contract in July 2003.

No precise scope of work for this type of contract can be specified since it depends entirely on how things go in the field effectively making these "On-Call" contracts. The original amount of Contract 04-009 with HNTB

Approved
Board of Directors

Date: *December 6, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

*Witnessed:*_____

BRD0612I-DMK.DOC
ATTACHMENT: A0400902.DOC

for Segment 10 was $300,000. Amendment 1, approved by the Board in February 2006 added $100,000 increasing the not to exceed amount to $400,000. Amendment 2 increases this contract to replenish the contract for future issues that may arise during the last year of construction and to fund final as built plans.

Because there is no defined scope the contract amounts are developed through a best-guess" approach based on prior experience and anticipate construction complexities. A brief explanation of the need to increase the amount of this contract is below.

a). Muscoy UPRR Temporary Shoring Design Change & Approvals

Caltrans comments to the Segment 10 plans dictated that the "Temporary Shoring Design for the Bridge retrofit be prepared by the Contractor" and not CONSULTANT. The contractor's design engineer failed in repeated attempts to obtain HNTB/DMJM approval of their shop drawings and back-up design calculations to meet the criteria. This resulted in extraordinarily long and repeated reviews, meetings, and resubmittals. Recently, a mutually agreed upon final design has been approved and reviews and approvals are in progress. ***Estimated Cost - $13,000***

b). Caltrans and City Mandated As-Built Corrections for Earlier Segment Projects

CONSULTANT was requested to field measure and incorporate the changes to the 4-way intersection of Riverside & Easton as a result of new commercial developments in the area. The original design of the Mainline temporary traffic signal, loop detector locations, pavement delineation, and other miscellaneous items was revised to account for development and the changed field conditions brought about by the new developments. CONSULTANT was also requested by the City of Rialto to complete and submit a set of As-Built plans for the Detour project as well. ***Estimated Cost - $21,500***

c).Redesign of Underground Drainage System due to Utility Conflicts

During commencement of construction for drainage systems 5A & 7 (Segment 9), a vertical conflict was encountered with the newly installed Waterline Casings at Cactus and Lilac Avenues. SANBAG requested CONSULTANT to review and approve a proposed alternative alignment to the drainage system profile at the Segment 9/10 Matchline and to confirm that the change would not adversely affect overall performance of the drainage system based on their new design. ***Estimated Cost - $7,500***

d). Sign Order Revisions Due to CT Standard Plan Update & Local Street Name Change

Initially, the project design was based upon the 1999 Standard Plans and was not subject to revisions introduced in the 2004 Standard Plans. Subsequently, Caltrans directed that the Sign Order forms for Agency furnished Signs that were prepared by CONSULTANT should be resubmitted in accordance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) as amended by the MUTCD 2003 California Supplement, to prescribe uniform standards and specifications. Also, the City of San Bernardino advised SANBAG of local street name change that affected freeway signage. These changes required the CONSULTANT to perform additional design efforts to isolate the changes, revise the plan details & quantities, and prepare new sign orders. ***Estimated Cost -$14,000***

e). Temporary Traffic Signal for the Easton/Highland Traffic Switch

Initially, the project staging plans did not include a signalized intersection here. For safety reasons and for better traffic control during the remaining construction period, SANBAG requested the CONSULTANT prepare and submit plans, details & quantities for a signalized intersection. ***Estimated Cost - $11,500***

f). Utility Company Requests for Electronic files on Earlier Segment Projects

Certain portions of work for the project at Riverside Avenue and Galway were deferred to the Mainline project due to delays in relocating existing utilities. This change caused CONSULTANT additional efforts by preparing multiple iterations of updated electronic "Base Map" files requested by SBC and other utility companies in order for them to complete their designs of the respective utilities relocation plans accurately. ***Estimated Cost - $7,500***

Financial Impact: The total cost for this contract amendment is $125,000 and was not included in the 2006/07 Budget. A budget amendment is necessary to increase revenues and expenditures in the amount of $125,000 in Task No. 82407000. Funding source is Measure I Valley Major Projects Funds unallocated reserve. TN 82407000.

Reviewed By: This item was reviewed and recommended for approval (Christman opposed), by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

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

SANBAG Contract No. 04-009-02

by and between

San Bernardino County Transportation Authority

and

HNTB Corporation

for

Construction Support on SR 210 Segment 10

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 300,000	Previous Amendments Total:	$ 100,000
		Previous Amendments Contingency Total:	$ 0
Contingency Amount:	$ 0	Current Amendment:	$ 125,000
		Current Amendment Contingency:	$ 0

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

Contract TOTAL → $ 525,000

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
82407	5554	MIVMP	_____	$ 75,000
82408	5554	MIVMP	_____	$ 50,000
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date:	7/2/03	Contract Start: 7/02/03	Contract End: 7/02/07
New Amend. Approval (Board) Date:	12/06/06	Amend. Start: 12/06/06	Amend. End: 12/31/7

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 $ 75,000	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 50,000

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: **Darren Kettle** | Contract Manager: **Steve Yench**

11-2-06

Task Manager Signature Date | Contract Manager Signature Date

11/15/06

Chief Financial Officer Signature Date

Filename: a0400902css

Form 28 06/06

SANBAG CONTRACT NO. 04-009-02

AMENDMENT NO. 2

AGREEMENT BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

HNTB CORPORATION

This AMENDMENT No. 2 to SANBAG Contract No.04-009 entered into as of this 6th day of December, 2006 by the firm of HNTB Corporation (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH

WHEREAS, AUTHORITY, under AUTHORITY Contract 04-009, has engaged the services of CONSULTANT to provide Construction Support Services for Route 210, Segment 10.

WHEREAS, the parties desire to amend the aforesaid contract to increase the contract not to exceed amount and period of performance with this amendment;

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 04-009, as follows:

1. The not-to-exceed amount of the contract shall be increased by $125,000. The overall total contract not-to-exceed amount shall be increased to $525,000.

2. The period of performance shall be extended to December 31, 2007 for Contract 04-009.

3. Except as amended by this amendment, all other provisions of Contract No. 04-009 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

HNTB Corporation

By: _____
Michael Kraman, Vice President

Date: _____

San Bernardino Associated Governments/ San Bernardino County Transportation Authority

By: _____
Dennis Hansberger, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Rene-Basle
SANBAG Counsel

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: 18

Date: December 6, 2006

Subject: Request for Qualifications (RFQ) No. C07102 for Preliminary Engineering and Environmental Document Development for BNSF/UP Colton Crossing Project

Recommendation:* 1. Authorize release Request for Qualifications (RFQ) No. C07102 for Preliminary Engineering and Environmental document development for BNSF/UP Colton Crossing Project, and
2. Waive SANBAG Policy 11000, VII (C) (local preference policy) in order to maximize competition and ensure an adequate pool of qualified firms.

Background: **This action will lead to the award of a new consultant contract for construction related services.** In 1999 Caltrans, in collaboration with SANBAG, the Riverside County Transportation Commission, Burlington Northern Santa Fe (BNSF) and Union Pacific (UP), prepared a Project Study Report (PSR) for the Colton Crossing Grade Separation project. In 2005, in recognition that State funds might be available for preliminary engineering and an environmental document Caltrans along with the other entities prepared Supplemental PSR for this project. The Supplemental was approved in January 2006. Caltrans and California Transportation Commission (CTC) in consultation with SANBAG included $2.2 million of Interregional Transportation Improvement Program (ITIP) funds in the 2006 State Transportation Improvement Program to fund preliminary engineering and environmental document development. The CTC, at its' October 2006 meeting, "voted" the $2.2 million to SANBAG to act as lead agency for these efforts.

*

Approved
Board of Directors

Date: December 6, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0612O-DMK.DOC
ATTACHMENT: RFQ07102.DOC

Staff will provide a draft RFQ and scope of work for preliminary engineering and environmental document development at the meeting. The RFQ is SANBAG's "boiler plate" RFQ with language similar to that used in previous SANBAG issued RFQs. Because of the uniqueness of this project as the project limits are virtually completely confined with the two railroads rights of way, SANBAG staff has also consulted with both the BNSF and UP railroads in the development of the scope of work.

In addition, staff is requesting, in the interest of maximizing competition and attempting to ensure an adequate pool of qualified firms, that SANBAG's local preference policy be waived. The number of San Bernardino County firms with the qualifications to undertake this unique project that is virtually all railroad related preliminary design is limited.

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 project development costs is 2006 STIP ITIP funds. TN 87907000 (Colton Crossing BNSF/UPRR Railroad Grade)

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

BRD0612O-DMK.DOC
ATTACHMENT: RFQ07102.DOC

Attachment "A"

Scope of Services

By and between

San Bernardino Associated Governments/
San Bernardino County Transportation Authority

And

TBD

To

Prepare Project Report and
Environmental Document

For the

UPRR/BNSF

Colton Crossing Grade Separation Project

City of Colton

Scope of Services

OVERVIEW

The San Bernardino Associated Governments (SANBAG), in cooperation with Union Pacific Railroad (UPRR), BNSF Railway Company (BNSF), Southern California Regional Rail Authority (SCRRA), Riverside County Transportation Commission (RCTC), and the California Department of Transportation (CALTRANS) will utilize the services of CONSULTANT to prepare a Project Report (PR) and Environmental Document (ED) for the Colton Crossing Grade Separation project encompassing an area between Rancho Avenue and Mt. Vernon Avenue south of Interstate 10 in the City of Colton. Additional on-call engineering and environmental support may also be required on an as-needed basis.

Coordination of SANBAG, UPRR, BNSF, SCRRA, RCTC, CALTRANS and CONSULTANT, will be accomplished through a SANBAG Contract Manager or his designee, a CONSULTANT Project Manager, and a CALTRANS Project Manager.

The SANBAG Contract Manager for this contract shall be:

Mr. Darren Kettle
Director of Freeway Construction

CONSULTANT shall be required to perform all professional and technical services necessary to prepare the PR and the ED.

CONSULTANT should note that an ADDITIONAL project known as the "UPRR FLYOVER over BNSF tracks" may be included as a separately negotiated scope change; it is UNKNOWN when/if the "UPRR FLYOVER over BNSF tracks" may be included. Details of the "UPRR FLYOVER over BNSF tracks" are available in the feasibility study prepared for UPRR and BNSF. Due to impacts to the Santa Ana River, it is entirely feasible that the "UPRR FLYOVER over BNSF tracks" project would require an EIS/EIR.

Project Location and Description

This project proposes to construct a railroad grade separation at the junction of the east-west Union Pacific Railroad (UPRR) and the north-south BNSF Railway Company (BNSF) mainline tracks, located south of Interstate 10 (I-10) between Rancho Avenue and Mt. Vernon Avenue in the City of Colton, in San Bernardino County. See attached Exhibit for project location. The proposed grade separation consists of raising the UPRR mainline tracks over the BNSF mainline, by means of new bridge structures that would go over the existing BNSF southwest quadrant Wye connection, over BNSF's double track mainline and over La Cadena Drive. The total project length is approximately 1.7 miles. The locally preferred alternative in the Project Study

Report (PSR) and Supplemental Project Study Report (SPSR) consists of approximately 6,000 feet of retaining walls, additional trackage, and a small amount of right of way.

The purpose of the project as stated in the approved PSR and SPSR is to:

- Eliminate delays and associated costs of train waits due to conflicting train movements at the existing at-grade crossing.
- Provide for free flow of passenger trains.
- Provide for future increases in both freight and passenger rail traffic at this location.
- Prevent the future diversion of rail freight traffic to truck traffic.
- Minimize noise and air quality environmental impacts associated with delaying rail traffic at this location.
- Reduce travel time and improve safety.
- Improve access of North American Free Trade Agreement (NAFTA) rail freight traffic to and from Mexico, Southern California and the San Pedro Bay that pass through the crossing.

APPLICABLE STANDARDS

The PR and the ED shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals, and standards. The Project Report will be prepared according to CALTRANS' Project Development Procedures Manual Appendix K- Preparation Guidelines for Project Report.

The technical aspects of the project shall be designed in accordance to American Railway Engineering and Maintenance of Way Association (AREMA), UPRR and BNSF standards and practices. In the event that conflicting standards are encountered; the most restrictive or stringent standard will be used.

General Guidelines and Services to be performed by Consultant

CONSULTANT will be responsible for the services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services. In addition, as a part of this project CONSULTANT may be required to provide on-call engineering and environmental services. Services may include but not be limited to:

A. CONSULTANT shall prepare geometric drawings, advance planning studies, review and evaluate alternatives, define environmental and preliminary right-of way requirements, perform preliminary drainage studies, prepare preliminary schedules and cost estimates necessary to produce the PR. The CONSULTANT may utilize the PSR, SPSR and the feasibility study as the basis for the PR.

B. CONSULTANT shall carry out the directions as received **only** from SANBAG's Contract Manager, or his/her designee. In addition, CONSULTANT shall cooperate with all project stakeholders including UPRR, BNSF, SCRRA, RCTC, CALTRANS, other agencies, and other consultants providing services for this project and for adjacent projects, as necessary.

C. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better solution to a problem is possible or consultant has a recommendation, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT'S opinions with supporting evidence thereof.

D. CONSULTANT shall have sole responsibility for the accuracy and completeness of all deliverables and all supporting documents. CONSULTANT shall independently check all deliverables and supporting documents prior to any submittal. All deliverables may be reviewed by UPRR, BNSF, SCRRA, RCTC, CALTRANS, SANBAG, and/or SANBAG's designee for conformity to the project.

E. All deliverables and supporting materials furnished under this Scope of Services shall be of a quality acceptable to SANBAG, UPRR, BNSF, SCRRA, RCTC and CALTRANS. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct and checked. The appearance, organization and content of all deliverables and supporting materials shall be to CALTRANS standards. The technical aspects of the deliverables shall be to AREMA, UPRR and BNSF standards.

F. All elements of the PR may be considered for Value Analysis studies. To this end the CONSULTANT is encouraged to submit to SANBAG an informal written statement or memorandum addressing those elements where it appears significant savings and other advantages may be realized. CONSULTANT shall support the Value Analysis through providing information as needed and providing support on an as needed basis.

G. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.

H. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from SANBAG. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.

I. CONSULTANT shall not suspend performance of CONSULTANT services contract with SANBAG during the negotiations of any change orders except as they may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of CONSULTANTS contract with SANBAG.

J. At the completion of this Scope of Services all electronic files and original correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS, UPRR and BNSF. This includes all deliverables, working data, field data, background information and all other related information.

K. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG.

L. CONSULTANT shall coordinate with CALTRANS and all other agencies involved or potentially impacted by the Project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence with UPRR, BNSF, SCRRA, RCTC, CALTRANS or any other agencies.

M. CONSULTANT shall comply with Federal Railroad Administration Roadway Workers requirements.

N. CONSULTANT will be responsible for obtaining all rights of entry as necessary.

O. All studies, reports and deliverables will employ US Customary units where applicable or necessary.

SERVICES PERFORMED BY CONSULTANT

Engineering Services Scope

The CONSULTANT shall provide engineering services both technical and administrative that are consistent with producing a Project Report (PR). CONSULTANT will be responsible for identifying a purpose and need for the grade separation, developing alternatives consistent with findings from previous studies and input from involved agencies, and recommending a preferred alternative that will be used to clear the project environmentally. Additionally, CONSULTANT may be required to provide on-call engineering services as needed.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to producing acceptable alternatives to be cleared environmentally or producing a PR, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT'S opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that will define the basic schedule and work tasks.

Project Report and General Activities

CONSULTANT shall follow a work process that ensures that the objectives of the agencies involved and that of state and federal agencies are accommodated. Additionally, any and all

legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities and studies:

- Conducting on-site reconnaissance of the existing project site.
- Surveying the project area as needed.
- Identifying any projects in the vicinity that may be affected and ensuring alternatives are consistent with these projects.
- Refining alternatives based on opportunities and constraints.
- Developing and obtaining approval for Geometric Drawings for the proposed alternative.
- Developing evaluation methodology with input from affected stakeholders and agencies, and evaluating alternatives using these criteria.
- Participating in various public meetings, if required.
- Supporting any required or desired coordination meetings and activities.

The Project Report may include but not be limited to the following chapter/sections and technical studies/reports.

- A summary section which may include information on project location and background, the current environmental setting, and agency coordination.
- A statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future rail traffic conditions and project objectives.
- Conceptual geometric drawings for proposed alternatives.
- A section describing the proposed alternatives and the ultimate preferred alternative, and how they were developed. This section may also include information on proposed engineering features.
- A section analyzing project impacts, including but not limited to, right of way, utility impacts and impacts to adjacent infrastructure.
- A section on the system planning of the project. This section may include discussion on how the project incorporates planning from affected stakeholders and agencies.
- A section on any hazardous material/waste issues.
- A section describing the environmental constraints considered during project development.
- A section describing permits that may be required for construction.
- A section discussing the current funding sources and estimated schedule.
- A section of recommendations.

Environmental Services Scope

The CONSULTANT shall provide both technical and administrative environmental services consistent with obtaining the necessary environmental approvals. This will most likely consist of developing Draft and Final environmental studies culminating in an approved NEPA Finding

of No Significant Impacts (FONSI) and CEQA Mitigated Negative Declaration (MND). Additionally CONSULTANT will be required to provide on-call environmental services as needed.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to clearing the project environmentally, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT'S opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that defines the basic schedule and work tasks.

Environmental Document and General Activities

CONSULTANT shall follow a work process that ensures the objectives of all stakeholders including local, state and federal agencies are met. Additionally, any and all legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities.

- Preparing an Environmental Assessment (EA)/ Initial Study (IS) if needed.
- Preparing and circulating draft environmental studies.
- Participating in various public meetings; if required.
- Responding to comments and finalizing environmental studies.
- Providing support through final agency decision and project certification.
- Publishing of various notices and filings of the environmental document.
- Providing support for any required or desired coordination meetings and activities.

The EA/IS will include various chapters, sections, studies and appendices. Information included for the document may be gathered from many sources as well as studies and analysis that CONSULTANT may perform. The following is a listing of the content that may be included in the document. CONSULTANT should be aware; however, that the environmental document may require additional information to what is presented in the following.

- Summary section which may include information on project location and background, the current environmental setting, agency coordination, project alternatives and discarded alternatives, project purpose and a summary of impacts.
- Statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future traffic conditions and project objectives.
- A section on the preferred alternative and how it was selected.
- A chapter on the affected environment which may include information on aesthetics, geology, soils analysis, hydrology, flood plains, wetlands, cultural resources, air quality, noise, hazardous waste, and socioeconomic aspects. Additionally, the environmental consequences (effects) and mitigation measures of

the foregoing should be addressed. CONSULTANT may also be required to address unavoidable adverse environmental impacts, the relationship and cumulative impacts verses long term productivity of the environment, and cumulative impacts thereof.

- The EA/IS may also include information on agency/organization and public consultation, persons that were involved with the environmental document preparation, technical appendices and otherwise, a list of required permits, a bibliography and index.
- Existing Land Use Inventory
- Possible existing biological surveys/inventories

Technical Studies, Data Review, Reports and Deliverables

CONSULTANT may be required to perform technical studies and/or review data including but not limited to the following.

- Air quality; *note* the Project may be exempt from Southern California Association of Governments (SCAG) air quality modeling.
- Hazardous waste
- Noise
- Biological resources
- Cultural resources
- Water quality
- Visual impact study including preparation of exhibits and participation in public meetings.
- Potential effects of the project on endangered species may also need to be examined.
- CONSULTANT may be required to prepare an environmental checklist, which may include analysis of impacts to physical, biological and social/economic effects. CONSULTANT shall provide written narrative to support the checklist.
- As Builts of existing infrastructure
- Geologic and seismic data for the project area.
- Hydrology and drainage information.
- CONSULTANT may be required to perform a benefits analysis.

Submittal of Studies, Reports and other deliverables

1. All deliverables shall be prepared in accordance with CALTRANS and applicable Federal oversight requirements. CONSULTANT shall submit all deliverables to SANBAG and CALTRANS for review.

2. CONSULTANT shall respond to all comments received from SANBAG, UPRR, BNSF, SCRRA, RCTC, CALTRANS and the applicable federal oversight agency and resubmit deliverables as directed.

3. CONSULTANT shall support any and all studies, analysis and requirements needed to successfully complete the environmental requirements of the project and Project Report.

FURNISHED MATERIALS

SANBAG shall furnish CONSULTANT with the approved PSR and SPSR for the project, and a feasibility study performed for the railroads.

ADMINISTRATION

SANBAG Project Management and Administration

A. As part of their management activities SANBAG shall:

1. Conduct ongoing reviews of CONSULTANT's progress in performing the work and furnish technical comments in a timely manner.

2. Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.

3. Coordinate the distribution of public information.

4. Review CONSULTANT's Quality Control Plan and CONSULTANT's conformance to its Quality Control Plan.

5. Provide a focal-point contact for all questions, requests, and submittals.

6. Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.

7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions, or other changes; and return it to CONSULTANT with comments for revision.

8. Receive and review monthly progress reports from CONSULTANT.

9. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.

10. Have final review and approval over all contractual payments and changes.

CONSULTANT Project Management and Administration

A. CONSULTANT management activities include, but are not limited to:

1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract in the location specified in CONSULTANT's proposal.

2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.

3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.

4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular monthly progress and payment process.

B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.

C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Due to the nature and proportional amounts of engineering and environmental work, there could be instances whereby a subconsultant's portion of the project is greater then 49%. In the event this occurs, CONSULTANT shall bring it to SANBAG's attention immediately. SANBAG's Contract Manager will have the authority to grant exception. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the project including design, processing, and accounting.

D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review. CONSULTANT is also responsible for recording and distributing the minutes of all meetings pertaining to the Project at which CONSULTANT is present.

E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete Services.

Project Controls

A. As part of the Project Controls effort CONSULTANT shall, at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review. These documents shall include, but are not limited to:

1. Bar Chart(s) Schedules
2. Progress Curve(s)
3. Sample Amendment Format
4. Sample Narrative Format(s)
5. Sample Estimate Format(s)
6. Earned Value Cost Report

B. CONSULTANT's Project Control System shall be able to:

1. Determine the critical path for the Services in Contract.
2. Forecast dates for intermediate milestones and project completion.
3. Provide a clear format to incorporate progress data on each activity.
4. Provide reports showing actual progress compared to scheduled (planned) progress, and actual cost of services performed compared to (1) budgeted costs for services performed and (2) budgeted cost for services scheduled.
5. Forecast possible delays and/or resource shortages.
6. Provide a basis for preplanning, including resource usage to recover from delays, allow schedule improvement, or accommodate other changes in the work.
7. Provide projected manpower requirements and dollar costs based on current performance.
8. Provide current project cost estimate information.
9. Provide all the estimates necessary to assist in confirming the construction budget.

C. Within 15 working days (or as requested by SANBAG) of assignment of services the CONSULTANT shall submit to SANBAG for their review, a Bar Chart Schedule showing the Critical Path and identifying all project development activities and milestones. SANBAG will review these documents and return them to CONSULTANT with notes and comments as soon as possible in order to validate the

planning and cost control procedures within the first calendar month of performance period.

D. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation in the schedule.

E. CONSULTANT shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met whether or not the reasons are within the CONSULTANT's control. In the event the Scope and Schedule of the Services is modified, and the modified Schedule is approved by SANBAG, CONSULTANT shall submit a revised Milestone Schedule. CONSULTANT shall perform the Services in accordance with the latest approved revision Milestone Schedule.

Monthly Progress Reports

A. On a monthly basis, CONSULTANT shall prepare and submit to SANBAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SANBAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. As a minimum, the monthly report should address the following specific areas:

1. Time related project status via a bar chart schedule
2. Physical progress
3. Amendment summary history
4. Narrative status report
5. Earned Value Report
6. Graphical comparisons for actual progress vs. earned and planned progress for: physical (%complete), performance (hours complete) and cash flow.

B. CONSULTANT shall have the ability to monitor and update its Detailed Project Control Schedule during the execution of the work and shall submit at each Progress Meeting, an updated four-week, horizon schedule to be used in monitoring the progress of the work.

C. A Progress Meeting between CONSULTANT, CALTRANS, UPRR, BNSF, SCRRA, RCTC and SANBAG shall be held, at minimum, on monthly basis to discuss the design progress, potential problems, plans for the next period, and other progress issues. SANBAG and CALTRANS will establish with CONSULTANT the dates and

times of these meetings. Three calendar days prior to each progress meeting, CONSULTANT shall provide SANBAG with a typewritten agenda for the meeting. CONSULTANT shall prepare typewritten meeting minutes and submit them to SANBAG, CALTRANS, RCTC, UPRR, BNSF and SCRRA within seven calendar days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

D. Project Coordination Meetings may be called by SANBAG, CALTRANS, UPRR, BNSF, SCRRA or the CONSULTANT at any time that any party requires discussion of Project issues. CONSULTANT shall prepare minutes of the meeting and submit them to SANBAG and CALTRANS.

Quality Assurance

A. CONSULTANT has total responsibility for the accuracy and completeness of all deliverables and any other work assigned to CONSULTANT. All services and deliverables furnished under this Scope of Services shall meet that responsibility through the implementation of a Quality Assurance Plan. CONSULTANT's Quality Assurance Plan shall be in effect throughout the entire Contract and, at minimum, shall establish the process necessary to ensure the following:

1. All deliverables and services shall be provided in a professional manner and meets the standards set forth herein.

2. CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.

B. CONSULTANT shall submit to SANBAG within 30 calendar days after receipt of Notice to Proceed two copies of their Quality Assurance Plan. SANBAG will review the plan established by CONSULTANT to determine if quality assurance procedures are adequate and appropriate to the complexity of the project requirements. Review comments will be returned to CONSULTANT within 14 calendar days. If appropriate, the revised plan, which incorporates the comments of SANBAG, should be resubmitted within seven calendar days of receipt of comments.

C. Evidence that the Quality Assurance Plan is functioning will be periodically confirmed by SANBAG. Deliverables that do not conform to the approved plan will be returned to CONSULTANT without review by SANBAG.

Reproduction Services

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Services.

Submittal and Reviews

A. Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SANBAG, UPRR, BNSF, SCRRA, RCTC and CALTRANS to review and direct revisions prior to formal submittal. If so requested by SANBAG and CALTRANS, CONSULTANT shall make other submittals in draft form to provide opportunity for review and revisions.

B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, SANBAG shall have the right to withhold payment and/or terminate CONSULTANTS contract in accordance with the provisions entitled "Termination" included in this Contract.

Governments SANBAG Working Together

San Bernardino Associated Governments
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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 19

Date: December 6, 2006

Subject: Waiver of Local Preference Policy for Request for Qualifications (RFQ) for the I-10 HOV Lane Addition and the I-15/I-215 Devore Interchange Project Development Activities

Recommendation:* Waive SANBAG Policy 11000, VII (C) (local preference policy) for RFQs for Project Development Activities for the I-10 HOV Lane Addition and the I-15/I-215 Devore Interchange in order to maximize competition and ensure an adequate pool of qualified firms/teams.

Background: At the Board meeting of November 1 (last week) the Board approved the release of RFQs for project development work (environmental and preliminary engineering) for two large freeway projects that are included in Measure I 2010-2040, those projects being the I-10 HOV Lane Addition and the Devore Interchange.

SANBAG staff has been diligently developing the RFQs and Scopes of Work for both projects and in doing so identified an issue of concern that should be considered by the Board before release of the RFQs. As the project development work will be entirely funded by Measure I funds, SANBAG policy requires the use of the local preference policy which provides as much as 10% benefit to firms/teams that meet certain criteria. The issue for these two projects is that the split of work between preliminary engineering and environmental is approximately 50/50 and currently, in the county there are 3-4 engineering firms that meet the local preference criteria all of which are at or near capacity for their current staff and even fewer environmental firms. Further complicating matters is the fact that the industry is experiencing a dearth of talent making it difficult for local offices to increase staffing to accommodate growth in workload.

*

Approved
Board of Directors

Date: December 6, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

These two projects have received a significant amount of interest from some of the most respected engineering firms in the country, all with offices in Riverside County, Orange County or new offices in San Bernardino County that don't yet meet the local preference policy criteria. Given the level of competition in the industry, these firms are reluctant to make the substantial investment to pursue this work knowing that they are placed at a competitive disadvantage during the selection process.

Based on the reasons cited above as well as staff's general sense that the Board is most concerned with selecting the most qualified and experienced firms to perform work on SANBAG's most challenging projects, staff respectfully requests the Board consider waiving the local preference policy for the purposes of these two procurements.

Financial Impact: This action has no financial impact.

Reviewed By: This item was reviewed and recommended for approval, by the Major Projects Committee on November 9, 2006. *(Meeting chaired by Grace Vargas.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 20

Date: December 6, 2006

Subject: Construction Cooperative Agreement No. C07085 with the City of Montclair for the Ramona Avenue Grade Separation project

Recommendation:* 1. Approve Construction Cooperative Agreement No. C07085 with the City of Montclair for the Ramona Avenue Grade Separation project, and

2. Approve budget amendment to the 2006/07 Budget to add the Ramona Avenue Grade Separation task (TN 87207000), and recognize revenues and expenditures in the amount of $5,040,000 as described in the financial impact section below. Revenue sources are $5 million from the City of Montclair and $40,000 from Measure I Valley arterial funds. TN 87207000

Background: **This is a new cooperative agreement.** In July of this year, at the request of the city of Montclair and with a SANBAG staff recommendation, the Board agreed in concept to accept lead agency status for the construction of the Ramona Avenue railroad Grade Separation in the city of Montclair. SANBAG staff and Montclair staff have finalized a construction cooperative agreement that assigns SANBAG and the City roles and responsibilities for construction management and administration of this construction project. Generally, the agreement recognizes that SANBAG will secure the services of a construction management team and will perform all aspects of Advertising, Awarding, and Administering (AAA) a construction contract to construct a railroad grade separation at Ramona Avenue in the City of Montclair. The City has agreed to deposit funds one month in advance for estimated project costs associate with both the construction management services as well as the construction activities.

*

Approved
Board of Directors

Date: *December 6, 2006*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0612H-DMK.DOC

The only non-reimbursable expense that SANBAG will incur is project management costs which are estimated at $75,000 per year for the two year project. SANBAG is currently the lead agency for other TCRP funded grade separation projects including the State Street/University Parkway and Hunts Lane. SANBAG has incurred project management costs for these two projects. These costs are eligible cost charged to the Measure I arterial program.

Financial Impact: The recommended action is inconsistent with the 2006/07 budget necessitating a budget amendment as follows:

Expenditures	
Highway Construction	$4,500,000
Profession Services	$ 500,000
Project Mgmt Staff	$ 40,000
Revenues	
City of Montclair	$5,000,000
Measure I Valley Arterial	$ 40,000

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 12, 2006. *(Meeting chaired by John Pomierski.)*

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07085

by and between

San Bernardino County Transportation Authority

and

City of Montclair

for

Construction Management of the Ramona Avenue/UPRR Grade Separation Project

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$16,571,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ 0	Current Amendment:	$ _____
		Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 16,571,000

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
87207000	5554	City	_____	$ 5,000,000
87207000	5553	MIVA	_____	$ 40,000
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: 12/06/06 Contract Start: 12/06/06 Contract End: 06/30/09

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 $ 5,040,000	**Future Fiscal Year(s) – Unbudgeted Obligation →**	$ 11,531,000

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: **Darren Kettle** Contract Manager: **Lisa DaSilva**

11-27-06

Task Manager Signature Date Contract Manager Signature Date

11/27/06

Chief Financial Officer Signature Date

Filename: C07085-lmd.doc

COOPERATIVE AGREEMENT No. C07085
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and
THE CITY OF MONTCLAIR
for
Construction of Ramona Avenue/UPRR Grade Separation Project

THIS AGREEMENT is made and entered into on _____ day of _____ 2006, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY," and sometimes collectively hereinafter referred to as "PARTIES." This agreement defines specific AUTHORITY and CITY tasks and responsibilities for the construction of the Ramona Avenue/UPRR Grade Separation Project Construction (hereinafter referred to as the "PROJECT").

WITNESSETH

WHEREAS, the PROJECT will improve traffic operations in and around the Ramona Avenue/Union Pacific Railroad Crossing by constructing a bridge to carry the Ramona Avenue traffic over the Union Pacific Railroad; and,

WHEREAS, the PROJECT also includes improvements to existing streets, sewers, storm drains, water mains, traffic signals, and related work necessitated by the grade separation; and,

WHEREAS, CITY has requested that AUTHORITY provide construction management and administration of the PROJECT in order to gain efficiency by combining those tasks with other grade separation projects; and,

WHEREAS, AUTHORITY and CITY desire to participate in the Ramona Avenue/UPRR Grade Separation Project construction.

NOW, THEREFORE, AUTHORITY and CITY agree to the following:

1. The purpose of this Agreement is to define the terms and conditions, and the roles and responsibilities of each party during the construction of the PROJECT.
2. CITY will manage the design consultant for the project and provide the construction bid package - including the plans, special provisions, and engineer's estimate (PS&E) - to AUTHORITY.
3. CITY will secure all right-of-way (fee, permanent easements, and/or temporary construction easements) necessary for construction

4. CITY will obtain the federal funding obligation (i.e., FNM-76/E-76), as needed, from Caltrans Local Assistance. CITY will identify AUTHORITY as the lead construction agency for purposes of the funds obligation.

5. AUTHORITY will select and contract with consultant(s) for the construction management, construction surveying/staking, and materials testing of the PROJECT. Funding for the consultant contract work will be provided by CITY. Payment will be reimbursement to AUTHORITY from CITY for the invoiced amounts due Consultant(s).

6. AUTHORITY will be the lead agency for the advertising, award, and administration (AAA) of the construction contract.

7. In the event the low bid is more than 110% of the engineer's estimate, AUTHORITY and CITY will work together and determine the best course of action. Possible courses of action may include the re-bidding of the PROJECT (possibly with modified scope), the awarding of the contract AUTHORITY as bid, or other alternatives to be determined at the time. Whatever the course of action, AUTHORITY shall not be obligated to contract for the work unless a mutually agreed to solution is formulated.

8. AUTHORITY will assist CITY in the preparation of the forms and other supporting materials as required to comply with federal funds rules and regulations. CITY staff shall be responsible for submitting said forms and ensuring that all necessary approvals are obtained prior to award of contract and the beginning of construction.

9. AUTHORITY, through their consultants, will administer and inspect all construction work for compliance with the PROJECT plans and specifications.

10. AUTHORITY will conduct weekly construction meetings between AUTHORITY and contractor, and CITY will attend, to the extent practical, those meetings and give priority to resolving PROJECT-related issues in a timely manner.

11. AUTHORITY will receive monthly invoices from the contractor and construction management firm(s) on or about the 20th of each month for work performed to that date. AUTHORITY will verify that the invoices are true and correct and, once verified, will pay the invoices.

12. CITY will pay AUHORITY the estimated dollar amount for the next month's work in advance of AUTHORITY's receipt of the monthly invoices from contractor or construction management firm(s). The actual amount of a month's invoices will be reconciled each month with the estimate paid in advance by CITY. Any adjustment resulting from the monthly reconciliation will be added or subtracted to the estimated advance amount for the next month's work. CITY will pay AUTHORITY the estimated amount of the upcoming month within 15 days of receipt of a complete invoice.

13. All contract change orders for the PROJECT shall be approved by both AUTHORITY and CITY's City Engineer. Claims from the contractor will be resolved using AUTHORITY's procedures. AUTHORITY will consult with CITY prior to settling any claims, and CITY shall be responsible for funding all settled claims and change orders for the PROJECT.

14. The PROJECT construction is funded by a variety of private, federal, and local sources. CITY will obligate all federal funds for the construction phase of the PROJECT:

a. Congestion Management Air Quality (CMAQ) funds – $1.59 million in CMAQ funds have been programmed for the 05/06 fiscal year. CITY will amend the RTIP to move the funds into the 06/07 fiscal year and request obligation of the funds through Caltrans Local Assistance.

b. Air Quality Management District (AQMD) funds –CITY will use $500,000 of AQMD AB 2766.

c. Safe Accountable Flexible and Efficient Transportation Equity Act: Legacy for Users (SAFETEA-LU) funds –CITY will request obligation of $1.6 million of SAFETEA-LU High Priority Project funds and $3.76 million of SAFETEA-LU Transportation Improvement funds with Local Assistance. These funding amounts represent the 100% of the earmark for the PROJECT. In the case the PROJECT receives only 85% of the earmark, CITY will fund the shortage.

d. Private – Union Pacific Railroad (UPRR) funds – UPRR will contribute an estimated $770,000 to construction. Actual amount shall be 5 percent of the constructions cost of the overcrossing but shall not exceed $816,540.

e. Public Utility Commission (PUC) –CITY has received a $5 million allocation from the PUC. CITY will request payment.

15. CITY shall provide all City permits and shall waive City fees required to construct the PROJECT. The contractors shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.

16. CITY will be responsible for providing all information to the public regarding the PROJECT's construction. AUTHORITY will provide the necessary information to CITY as needed to keep public informed of the status, progress, and closures.

17. PARTIES recognize that additional issues may develop during the construction phase of the PROJECT, and agree to respond to such issues in a timely manner, and to work cooperatively to resolve such issues, so as not to interfere with the orderly progress and completion of the PROJECT.

18. No Party to this Agreement or any officer, agent, or any employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party to the Agreement, under or in connection with any work, authority or jurisdiction delegated to the other party under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4 each party shall fully defend, indemnify and save harmless the other party 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 the other party under or in connection with any work, authority, or jurisdiction delegated to it under this Agreement.

19. This Agreement will be considered terminated upon completion of PROJECT.

20. This Agreement is binding upon CITY and AUTHORITY and their successors and assigns. Except as otherwise provided herein, neither CITY nor AUTHORITY shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

IN WITNESS THEREOF, The parties hereto have caused this Agreement to be executed by their respective officials, thereunto duly authorized.

CITY OF MONTCLAIR

Paul M. Eaton, Mayor

Date

Approved as to Form:

Diane Robbins
City Attorney

Attested By:

Donna Jackson, City Clerk

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

Dennis Hansberger,
President, AUTHORITY Board of Directors

Date

Approved as to Form:

Jean-Rene Basle,
AUTHORITY Counsel

Governments SANBAG Working Together

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TRANSPORTATION MEASURE Y

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: December 6, 2006

Subject: Preparation of an Operations Analysis of the Morongo Basin Transit Authority and Mountain Area Regional Transit Authority

Recommendation:* Award Contract 07073 – Preparation of an Operations Analysis of the Morongo Basin Transit Authority (MBTA) and Mountain Area Regional Transit Authority (MARTA) to the firm of Nelson\Nygaard Consulting Associates, Inc. in the amount not to exceed $179,718 as identified in the Financial Impact Section.

Background: In October 2006 the Board authorized the release of Request for Proposal (RFP) C07073 for the preparation of an operational analysis of MBTA and MARTA. The purpose of the operational analysis is to assist both operators in the development of system goals, objectives and service standards; a review of the existing services, the existing fare policy and structure, the results of the user survey conducted in 2005, and the unmet transit needs identified in the September 2006 public hearing process; and the development of service improvements and the development of a five-year operating and capital plan covering Fiscal Years 2007/2008 through 2011/2012.

Notice of the release of the RFP was sent to 81 consulting firms in the Agency's database. The RFP was posted on the Agency's website. The response to questions submitted by prospective firms was posted on the Agency web site on October 20th. Two proposals were received by the response date of October 31st. Both firms were interviewed on November 6th by a panel comprised of the General Managers from MBTA and MARTA and SANBAG staff. The following table lists the firms that submitted proposals, their proposed budgets and average evaluation score.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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31807000 & 32107000

Lead Firm	Subcontractors	Proposed Budget	Avg. Score
Nelson\Nygaard Consulting Associates	Patti Post & Associates	$179,718	94.25
Moore & Associates	Cambridge Systematics	$180,033	90.50

Based on the review of the proposals, reference checks of both firms and the results of the interviews, the evaluation panel is recommending the selection of Nelson\Nygaard Consulting Associates.

Financial Impact: The award of this Contract is consistent with the adopted Agency budget. Funding for this Contract is provided under Tasks 31807000 – Morongo Basin Transit and 32107000 – Mountain Area Transit. Each task has a budget of $90,000 in LTF Planning Funds for the work to be performed.

Reviewed By: This item was reviewed by the Plans and Programs Committee on November 15, 2006 and unanimously recommended for approval. *(Meeting chaired by Paul Eaton)*

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

SANBAG Contract No. C07073

by and between

San Bernardino Associated Governments

and

Nelson\Nygaard Consulting Associates, Inc.

for

Preparing an Operations Analysis of the Morongo Basin Transit Authority and the Mountain Area Regional Transit Authority

FOR ACCOUNTING PURPOSES ONLY

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

Notes: Retention of 10% of Contract ($17,971.80), Contract is Not-to-Exceed $179,718.00

Original Contract: $ 179,718.00 | Previous Amendments Total: $ _____

Contingency Amount: $ _____ | Current Amendment: $ _____

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

Contract TOTAL → $ 149,790.00

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

Task	Cost Code	Funding Sources	Amounts
1 31807000	6010	1 LTF - Planning	$ 89,900.00
2 32107000	6010	2 LTF – Planning	$ 89,818.00

Original Board Approved Contract Date: 12/6/06 | Contract Start: 12/8/06 | Contract End: 5/2/07

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

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

Fiscal Year: 06/07	Fiscal Year: 07/08	Fiscal Year:
$	$	$

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

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

CONTRACT MANAGEMENT

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

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

Disadvantaged Business Enterprise: ☐No ☒Yes 84.24%

Task Manager: **Michael Bair** | Contract Manager: **Michael Bair**

Michael Bair 11-7-06 | Michael Bair 11-7-06

Task Manager Signature Date | Contract Manager Signature Date

11/7/06

Chief Financial Officer Signature Date

C07073-mab
31807000 & 32107000

CONTRACT C07073

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

THIS CONTRACT is entered into as of December 6, 2006 in the State of California by and between the San Bernardino Associated Governments, hereafter called AGENCY, and Nelson\Nygaard Consulting Associates, Inc., hereafter called CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the AGENCY requires certain professional services relating to the preparing an operations analysis of the Morongo Basin Transit Authority (MBTA) and Mountain Area regional Transit Authority (MARTA); and

WHEREAS, the CONTRACTOR has the skills, knowledge and the ability to provide such services to the AGENCY;

NOW THEREFORE, the parties agree to the following:

1. CONTRACTOR SERVICES

The CONTRACTOR will be responsible for preparing an operations analysis of MBTA and MARTA as set forth in Appendix A – Scope of Work and Budget, which is attached and made a part of this Contract.

2. KEY PERSONNEL

The personnel specified below are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours which are the responsibility of key personnel, the CONTRACTOR shall notify AGENCY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of import on the project. Diversion or reallocation of key personnel shall be subject to written approval by AGENCY. AGENCY also reserves the right to approve proposed substitutions for key personnel.

Key Personnel are: Joey Goldman; Project Manager N\N
Linda Rhine; Principal N\N
Paul Jewel; Principal N\N
Jeff Flynn; Associate N\N
Patti Post; Associate Patti Post & Assoc.

3. SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of the work to be performed under this Contract, excepting subcontractors listed in the CONTRACTOR's proposal, without first notifying AGENCY of the intended subcontracting and obtaining AGENCY's approval in writing of the subcontracting and the subcontractor.

CONTRACTOR agrees that any and all subcontractors of CONRTACTOR will comply with the terms of this Contract applicable to the portion of work performed by them. If requested by AGENCY, CONTRACTOR shall furnish AGENCY a copy of the proposed subcontract for AGENCY's approval of the term and conditions thereof and shall not execute such subcontract until AGENCY has approved such terms and conditions. AGENCY approval shall not be unreasonably withheld.

Approval by AGENCY of any work to be subcontracted and the subcontractor to perform said work will not relieve CONTRACTOR of any responsibility or liability in regard to the acceptable and complete performance of said work.

4. TERM

This Contract will commence on December 8, 2006 and remain in effect until completion of the operations analysis of MBTA and MARTA and approval by the respective transit agency governing boards and Agency Board of Directors, but no later than May 2, 2007. Upon mutual agreement of the parties, through a letter agreement, the AGENCY Executive Director may extend the time of performance beyond the above anticipated completion date. AGENCY may terminate this Contract at any time by serving thirty (30) days notice to this effect on CONTRACTOR. Additionally, in the event of misconduct or failure to perform required services, AGENCY shall notify CONTRACTOR in writing and give CONTRACTOR ten (10) days to correct performance. If not corrected, AGENCY may immediately terminate this Contract by written notice to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the Contract and AGENCY shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in his sole discretion to give notice of termination on behalf of the AGENCY. CONTRACTOR may not terminate this Contract except for cause.

5. COMPENSATION

As compensation for the above services, AGENCY shall pay CONTRACTOR for expenses incurred, in an amount not to exceed Eighty-Nine Thousand Nine Hundred Dollars ($89,900.00) for the operations analysis for MBTA (SANBAG Task 31807000) and Eighty-Nine Thousand Eight Hundred and Eighteen Dollars ($89,818.00) for the operations analysis of MARTA (SANBAG Task 32107000). The total compensation under this Contract shall not exceed One Hundred Seventy-Nine Thousand Seven Hundred and Eighteen Dollars ($179,718.00). CONTRACTOR shall account for time spent on each transit system and invoice AGENCY on a monthly basis. Monthly invoices related to the work performed for MBTA and MARTA shall reference Agency Task Number 31807000 and 32107000 respectively. Monthly invoices shall contain the direct expenditures incurred along with a five percent surcharge and hourly labor charges during the month by Task, the accumulated total expenses to date by Task and the remaining contract amount by Task. Each monthly invoice shall be accompanied by a narrative description of the work completed during the reporting period and a discussion of any current or anticipated problems that might negatively impact the project and/or schedule. SANBAG shall retain 10% of the invoiced expenses up to a total of Seventeen Thousand Nine Hundred and Seventy-One Dollars and Eighty Cents ($17,971.80) [$8,990 Task 31807000 and $8,981.80 Task 32107000] until the successful completion of the work to be performed.

6. INSURANCE

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the term of this CONTRACT the following types of insurance with limits as shown.

A. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premise and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability in an amount of not less than $1,000,000 per occurrence, combined single limit, and $2,000,000 aggregate written on an occurrence form.

B. CONTRACTOR (not including subcontractors) shall immediately furnish certificates of insurance to AGENCY evidencing the insurance coverage above required, which certificates shall name AGENCY as additional insured on policies of General Liability Insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days notice to AGENCY, and CONTRACTOR shall maintain such insurance from the time this Contract is executed until completion of such services.

C. CONTRACTOR shall maintain Worker's Compensation insurance with limits established and required by the State of California.

D. CONTRACTOR shall maintain Errors and Omission Liability Insurance with combined single limits of $1,000,000 for bodily injury and property damage and $3,000,000 in the aggregate; or Professional Liability Insurance with limits of at least $1,000,000 per claim or occurrence.

7. INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold harmless the AGENCY, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR's negligent acts, errors or omissions and for any costs or expenses incurred by AGENCY on account of any claim therefore, except where such indemnification is prohibited by law.

8. AMENDMENTS

CONTRACTOR agrees any alterations, variations, modification, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the required persons.

9. ASSIGNMENT

This CONTRACT is not assignable by CONTRACTOR either in whole or in part without the prior written consent of AGENCY.

10. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR. AGENCY shall rely on CONTRACTOR for the results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees and subcontractors in the performance of services or as to the manner, means and methods by which the services are performed. All workers furnished by CONTRACTOR shall be and remain the employees of CONTRACTOR or of the CONTRACTOR's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AGENCY.

11. AGENCY AUTHORITY

AGENCY's Executive Director shall have full authority to exercise AGENCY's rights under this CONTRACT. CONTRACTOR's reporting relationship shall be with the AGENCY's Director of Transit and Rail Programs, unless otherwise directed by AGENCY's Executive Director.

12. REVIEW OF WORK AND DELIVERABLES

All reports, working papers, and similar work products prepared for submission in the course of providing services under this Contract may be required to be submitted to AGENCY's representative in draft form, and AGENCY's representative may require revisions of such drafts prior to formal submission and approval. In the event that AGENCY's representative, in his sole discretion, determines the formal submitted work product to be inadequate, AGENCY's representative may require CONTRACTOR to revise and resubmit the work at no cost to AGENCY.

13. APPEARANCE AT HEARINGS

If and when required by AGENCY, CONTRACTOR shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the services.

14. DOCUMENTS AND DATA

All plans, specification, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to AGENCY at all times during this Contract and shall become the property of AGENCY upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this Contract, desire to use any Documents and Data, it shall first obtain the written approval of AGENCY.

15 EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS THEREOF, the authorized parties have signed below;

AGENCY:	CONTRACTOR:
SAN BERNARDINO ASSOCIATED GOVERNMENTS	**NELSON\NYGAARD CONSULTING ASSOCIATES**
_____	_____
Dennis Hansberger President	Linda Rhine Principal

Approved as to Form:

_____
Jean-Rene Basle
SANBAG Counsel

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ATTACHMENT A

CONTRACT C07073

NELSON\NYGAARD CONSULTING ASSOICATES

OPERATIONS ANALYSIS OF THE MORONG BASIN TRANSIT AUTHORITY AND THE MOUNTAIN AREA REGIONAL AUTHORITY

SCOPE OF WORK, SCHEDULE AND BUDGET

SCOPE OF WORK

Task 1 Project Management and Administration

Task 1.1 Kick-Off Meetings

Key members of the Nelson\Nygaard project team will meet with SANBAG, MARTA and MBTA staff to review the scope of work and schedule, and to refine project details. We will conduct one kick-off meeting with MARTA and a separate kick-off meeting with the MBTA. At these meetings, we will also:

- Clarify project objectives, priorities and deliverables.
- Identify any critical local or regional issues.
- Review the proposed work plan and project schedule and refine as required.
- Finalize data requirements and request appropriate data sources.
- Obtain initial stakeholder contact lists.

The most important element of these meetings will be to better understand your goals and objectives for the Operations Analyses and related key issues.

Following the two separate kick-off meetings, we will prepare a summary of key project objectives and refined project delivery schedules.

Task 1.2 Meeting Facilitation

Several meetings are described in later tasks in this proposal with staff, the public and stakeholders. As we develop the two Operations Analyses, the Nelson\Nygaard team will prepare meeting agendas, facilitate meetings and prepare meeting notes. We will submit drafts of agendas and stakeholder interview guidelines for staff to review prior to the meetings.

Task 1.3 Ongoing Project Management

Joey Goldman, a Principal with Nelson\Nygaard Associates, will serve as the Project Manager for the Nelson\Nygaard team. He has 15 years of project management experience directly related to planning public transit services. Nelson\Nygaard will prepare monthly invoices and progress reports using our project management and budgeting software called MAS 90. Joey will serve as the day-to-day contact and ensure quality control on all products and deliverables.

Deliverables:	Final work scope and schedule, meeting agendas and summaries and monthly progress reports
Meetings:	Kick-off meetings with MARTA, MBTA and SANBAG staff

Task 2 Description of Existing Services

This task is critical to the understanding and evaluation of the existing fixed route, deviated fixed route, dial-a-ride and other services. Through extensive experience developing operations analyses, we have created several graphical and tabular formats that make our review of existing services meaningful and user-friendly. We will present appropriate information in tabular format for simple comparison and to provide a comprehensive picture of MBTA and MARTA transit services. We will also prepare a detailed map showing the existing services, as well as the dial-a-ride service areas, major activity centers and the location of major transit centers or transfer locations.

Task 2.1 Document and Data Review

Nelson\Nygaard staff will review existing documents, reports and policies to familiarize ourselves with past and current transportation and land use planning efforts relevant to the study. In this task, we will examine all services operated by MBTA and MARTA. A clear understanding of land use policies, development patterns, and transportation projects will also be crucial later in the study as we begin to outline transit service improvement proposals.

Our initial review will include current data, recent studies, and the 2005 SRTPs, as well as any relevant documents from SANBAG to ensure our full understanding of the family of services operated by MBTA and MARTA.

Task 2.2 Existing Fixed Route and Deviated Fixed Route Services

We will then present a summary of the fixed route, deviated fixed route and trolley services operated by MBTA and MARTA. We will use the spring 2005 on-board survey data and other available data. This will include a comprehensive review of the following items:

- Service area description and operation constraints
- Operating statistics
- Route by Route analysis, including
  - Service hours/days
  - Ridership and productivity trends
- Fixed Route vehicle fleet (size, composition and utilization)
- Fares/fare media/usage
- Transfers to other transportation providers like SunLine and Omnitrans.
- Relevant findings from the September 2006 unmet needs testimony
- Summary of marketing information and public information

We will also spend time in the service areas conducting field reconnaissance.

A sample system map we prepared for a similar project is included in Appendix C.

Task 2.3 Existing Dial-A-Ride Services

Next, we will review and summarize the general dial-a-ride services that are being provided by MBTA and MARTA. This review will include the following:

- Operating statistics (cost per ride)
- Ridership trends/available on-board survey data
- Fares
- Hours/days of operation
- Vehicle fleet (size, composition and utilization)
- Review of unmet needs process

Task 2.4 Demographics Analysis and Mapping

Nelson\Nygaard will consult U.S. Census data from 2000 and obtain information on population and population density; income; age; employment and employment density; and land use data. We will work with planners to identify potential changes in the respective service areas within the short-term as well as long-range developments that could impact future transit needs. Demographic data will be analyzed at either the census tract or TAZ level, or whichever is available. In addition, an evaluation will be included to give a textual overview of demographic and land use issues and trends.

We will also provide similar maps, of the current year, of: senior density, youth density, disabled density, and auto ownership rates.

Deliverables: Included in Existing Conditions Report #1 (Task 3)
Meetings: See Task 3 for meetings regarding concurrent work

Task 3. Service Evaluation and Needs Assessment

Concurrent with Task 2, we will utilize current and historic data to examine and evaluate ridership and performance trends for all services. This task will consist of several subtasks:

Task 3.1 Performance Data Evaluation

We will first prepare a table that displays operating statistics, passenger subsidies and other cost trends for the last six fiscal years on a service by service basis. We will rely on SANBAG and transit agency staff to provide us with the most recent financial and TDA audits. This information, compared over time, will allow us to understand how each service is performing compared to past years and evaluate the overall efficiency of each. Once basic operating and financial data has been collected and summarized in a table for each service, we will graph the most important performance standards. At a minimum, these will include:

- Operating Cost/Passenger
- Operating Cost/Revenue Hour
- Passengers/Revenue Hour
- Fare Structure, Fare Media Usage and Farebox Recovery Ratio
- Subsidy/Passenger

To the extent that data is available, we will compare differences in service effectiveness and efficiency by day of week including average weekday, Saturday and Sunday. We will also show how these performance indicators have fluctuated over the years and provide an analysis of what this means for each unique service type.

Task 3.2 Fixed Route Productivity Analysis

This subtask will provide us with a vital planning tool to enable us to develop justifiable service improvement alternatives in Task 5. We will begin this task by conducting a ridecheck on fixed route and deviate fixed route services. We propose to conduct the ridecheck for one full weekday. Surveyors will ride the buses, supervised by our staff and take passenger counts at each bus stop, recording the total number of boardings and alightings. This information will be used to develop maps showing boardings by stop by direction. A sample is included in Appendix C. We will then chart this data to see where ridership is peaking throughout the day.

Task 3.3 Dial-A-Ride Service Evaluation

While the analysis is being conducted on the fixed route services, we will also collect information about dial-a-ride users. To do so, we will review reservations and one sample week of driver logs to determine origin-destination data. We will also spend time with dispatchers to review the registration and scheduling process, how no-shows and subscription trips are monitored, and review on-time performance and passenger load information to assess vehicle utilization.

3.4 Needs Assessment and Projections

We will use information from the SANBAG Unmet Transit Needs testimony plus a variety of other sources, as the foundation for completing an assessment of transit needs. The other sources will include Census Data, public input from outreach meetings (See Task 4 below), projections of residential and employment growth, projections of growth in student enrollment and General Plans.

Using this information we will estimate potential transit demand for the next five years. We will also create a series of GIS maps that show the existing and projected populations and their proximity to the current routes and dial-a-ride service areas.

Deliverables:	Existing Conditions report summarizing all of the results of Tasks 2 and 3. The report will detail all transit services and transit needs, and will include data analysis, maps and ridecheck results
Meetings:	Two meetings to review Existing Conditions Report with MARTA, MBTA and SANBAG Staff

Task 4. Goals, Objectives, and Service Standards

Nelson\Nygaard will work with staff and others to update the goals, objectives and service standards for each transit system. We understand that MARTA has an adopted Vision and Goals Statement; however these will be revisited as part of this study. Goals and objectives are important for guiding the direction of the service and ensuring they reflect the community's perspective on transit priorities. Service standards and performance measures are crucial for monitoring system performance and assuring funding partners that transit resources are deployed wisely. Our approach to this task is described below. Please note that that this task will also be conducted concurrent with Tasks 2 and 3.

Task 4.1 Stakeholder Interviews

We will conduct a series of one-on-one confidential stakeholder interviews to lay the groundwork and give us a more comprehensive context for this transit study. This will allow key stakeholders to speak "off the record" and will allow the interviewer to explore issues in depth. Up to fifteen (15) individuals will be interviewed, with about an even split among the two transit systems. We anticipate some elected officials or human service agency representatives may be deemed stakeholders for both studies. Most interviews will be in person. Other interviews may be completed by telephone. Prior to the interviews, we will develop a set of interview questions and review them with the Project Manager. The interviews and meetings will be designed in such a way as to solicit information, which responds to core questions, but also allows for open-ended conversation. Some of the topics to be covered are:

- Perceptions about strengths/weaknesses in the fixed-route, deviated fixed route, dial-a-ride and trolley services
- High priority future local and regional transit needs
- Top three priorities for improving each service
- Perceptions of the transit system's public image

These interviews will be conducted with each authority board of directors, transit management staff, SANBAG staff, business and community leaders and others as recommended.

Task 4.2 Stakeholder Group Meetings

To further supplement our understanding of transit needs and priorities, we will conduct a series of stakeholder/community meetings. We would rely on the transit authority staff to

help us identify key community and stakeholder groups that we could meet with and conduct such meetings. Typically, these groups might be comprised of individuals representing the following:

- Policymakers (County officials and City Council members)
- Community leaders
- Senior meal program participants or members of disability organizations
- Staff and clients of social service organizations and agencies
- Chambers of Commerce, employers and realtor groups
- Representatives from tourist and Visitors bureaus
- School representatives

We anticipate conducting up to three of these group meetings per study (total of about six meetings), perhaps by piggybacking on existing community meetings, visiting a senior center or coordinating with the Chambers of Commerce. We will propose the meeting formats and stakeholder groups and develop a Facilitation Guide with input from Transit Authority staff in order to ensure that the time will be spent productively.

The purpose of the meetings will be to understand the public's and stakeholders' perceptions of transportation needs and priorities in their respective communities. The meetings will be carried out in such a way as to solicit information which is detailed enough to provide added value to the study.

Task 4.3 Driver Meetings

Nelson\Nygaard has found that driver meetings have been a productive means of gaining front-line insight on service use, problems and opportunities. We would like to conduct a voluntary driver meeting for each system. We will coordinate the scheduling of these meetings or "drop-in" sessions. We recognize that due to driver schedules, some drivers may not be able to attend these meetings. Thus, we would also provide comment forms that drivers could submit. We have had success in many other communities where drivers have been able to submit these forms either anonymously or with their name for follow-up. Information that we expect to obtain from drivers includes:

- Who is using the services – seniors, youth, persons with disabilities or the general public?
- What are the maximum load points on fixed route services?
- Where are the delays or unproductive segments?
- What are the service strengths and weaknesses?
- Where should service be eliminated or enhanced?

This information will also help us develop service standards that are realistic and reflect conditions on the street.

Task 4.4 Outreach Tools

Nelson\Nygaard will write up to four press releases as appropriate to solicit public involvement throughout the course of the project. We will also prepare project information, including notices and documents, to be uploaded on the MBTA and MARTA websites.

Task 4.5 Draft Goals, Objectives and Service Standards

We will develop a set of draft goals, objectives and service standards based on historical performance, transit industry norms and stakeholder and authority board member input. We believe it is appropriate to do this task before developing service improvement alternatives because it provides a basis for evaluating service options and for developing service recommendations.

A complete and effective goal setting process is hierarchical and should encompass the following main elements:

- **Goals** set the tone by establishing the overall policy direction and organization philosophy. Transit goals should reflect a community vision for the role of transit in supporting broader community goals such as unmet needs, ADA accessibility, economic development, improved air quality, equal access to goods, services and activities, livable communities, etc.
- **Objectives** define each goal in terms of specific programs, actions and outcomes that are attainable and measurable.
- **Performance measures** provide the means for determining whether progress is being made toward achievement of defined objectives. Passive measures are used to monitor service design, and are often qualitative. Active measures are needed to track system performance, and generally are quantifiable.
- **Standards and guidelines** set the level of attainment desired for each performance measure. Standards provide firm thresholds while guidelines would offer targets for each type of service to achieve.

Goals, objectives, and performance standards will be presented in a series of tables and narrative text.

Deliverable	Technical Memorandum outlining the stakeholder interviews, group meetings, driver meetings and recommendations for transit goals, objectives and service standards
Meetings:	Up to 15 stakeholder interviews, six stakeholder group meetings and two driver meetings

Task 5 Transit Service Improvement Proposals

Building on all previous tasks, and considering updated transit goals and objectives in Task 4, we will develop a set of transit service alternatives and recommendations for MBTA and MARTA services.

Task 5.1 Defining and Recommending Service Scenarios

Our approach in defining service alternatives is to look at how existing services can be improved to serve transit demands, building upon the strengths of the existing fixed route, deviated fixed route, dial-a-ride, and trolley services (MARTA), and addressing any weaknesses. Some objectives of this effort are to:

- Develop efficient routes and services,
- Enhance the integration and coordination of services,
- Consider alternative methods for providing transit service, such as flex routes or deviated services.

We will work with staff to define and evaluate up to three conceptual alternatives for each system. We anticipate these alternatives will represent different scales of service delivery.

Each alternative will be defined in terms of:

- Routes or dial-a-ride catchment areas
- Service hours, frequencies, and peak vs. off-peak variation, as appropriate
- Connections and transfer arrangements
- Operating costs
- Ridership forecasts
- Vehicle requirements
- Recommendations for improving passenger amenities, if appropriate
- Recommendations for enhanced coordination

These alternatives will represent a range of options that can be implemented individually, incrementally or in total depending on the level of available resources and community support. We will spend time in each service area to fully understand how potential new services might operate. We will analyze the street network; transit generators; land uses; traffic delay; signal delay; connections to out-of-county routes; pedestrian access; and any other mobility issues. We also plan to meet with staff of each system to discuss potential service scenarios. At the conclusion of this task, we will prepare a Technical Memorandum highlighting the service improvement alternatives and suggesting recommended service scenarios.

Deliverables:	Technical Memorandum reviewing service alternatives and recommendations. The report will include maps and other relevant information to present the service options and strategy.
Meetings:	One meeting with MARTA staff; one meeting with MBTA staff

Task 6 Financial Plan and Fare Strategy

We will prepare a financially constrained Financial and Capital Plan to support the service and policy recommendations developed in Task 5. We will also conduct a fare analysis and recommend fare strategies to reflect our service recommendations. If coordination of transportation services is recommended in Task 5, we will identify opportunities for the coordinated funding of services. We will suggest funding agreements that may be appropriate, especially if services are reduced or expanded through enhanced coordination.

Task 6.1 Operating and Funding Plan

We will begin by projecting operating costs based on the recommended service plan. The initial projections would be based on the current cost structures for each service. We will then develop a financial plan that will present operating projections by service category and describe availability of operating funds and passenger revenues by service category. The plan will detail the existing availability and potential availability of new funding sources, including operating revenues, and discretionary capital revenues.

Task 6.2 Five-Year Capital Plan

We will identify the vehicle and facility needs to support the recommended transit service improvements. This will include the number and types of vehicles required, operational and facility needs (such as dispatch needs) and recommendations. We will also identify other capital needs required to support the service. Considering availability of capital funding sources, we will recommend capital projects that are necessary for short-term implementation and others that could be phased in when funds become available beyond the five-year timeline.

The financially constrained capital and financial plans will cover fiscal years 2007/08 through 2011/12 and will be incorporated as part of the Draft Final Report in Task 7. Nelson\Nygaard will provide staff with draft budgets and funding tables for review and approval prior to incorporating these into the Draft Final Plan.

Task 6.3 Evaluate Fares and Recommend Fare Strategies

We will review current zone fare structures and fare instruments for both systems.

We understand that MARTA has plans to implement a fare restructuring plan this year. We will review the new fare structure and the basis for the recommendations. We will also review the ridership and revenue projections and revisit them based on the recommended new services, and refine the projections as needed.

We will also review the fare structure and policies for MBTA. Our focus will be to assess whether fares for different services are "fair and reasonable," easy for passengers to understand, and other relevant factors. We may recommend consolidation and simplification of some fares, or increased fares to achieve desired farebox recovery ratios based on ridership and revenue projections.

If new service types are proposed, we will describe options for new fares and a recommended fare strategy.

Deliverables:	Draft financial spreadsheets and recommended fare strategy for input and feedback. The results of Task 6 will be integrated in the Draft Final Plan.
Meetings:	As-needed with staff

Task 7 Draft Operations Analysis and Open Houses

A draft report for each system will be prepared for review with MARTA, MBTA and SANBAG Staff.

Nelson\Nygaard will conduct two public workshops to review the draft plan. We propose to make these public open house workshops (exact times and locations to be determined). These meetings would be open to the public and would likely be attended by existing transit users and some nonusers. This open house format offers an open and comfortable environment for all participants. Most importantly, the format allows participants to collect information about existing services and be heard without sitting through an entire meeting. We have successfully used the open house format for many other similar projects. To maximize participation at the meetings, we will broadly advertise them through local newspapers, through the schools (PTAs), aboard buses, through e-mail distribution, and other venues recommended by SANBAG, MBTA and MARTA staff.

The draft Plan will also be presented to the MBTA and MARTA boards for review and comment.

Nelson\Nygaard will review the input on the plan and prepare a summary of comments.

Deliverables:	Draft Final Plans, incorporating all work on Tasks 2 through 6 Task 7; Summary of comments on Draft Plans from Open Houses and Board Meetings
Meetings:	Public Open House Meetings; Presentations to MARTA and MBTA Policy Boards

Task 8 Final Operations Analysis

Based on feedback, we will make changes to the document and prepare the Final Plans. The result will be separate comprehensive plans with cohesive transit improvements and recommendations for each transit agency. An Executive Summary will be incorporated into the final report.

Nelson\Nygaard will submit electronic versions of the document and up to five printed bound copies of each Final Plan, as well as one reproducible original.

Deliverables:	Final Plans including Stand-Alone Executive Summaries

Project Schedule

Our proposed project schedule meets the requirements of the RFP. Nelson\Nygaard is prepared to complete this project as proposed, based on this schedule.

Figure 1 Project Schedule

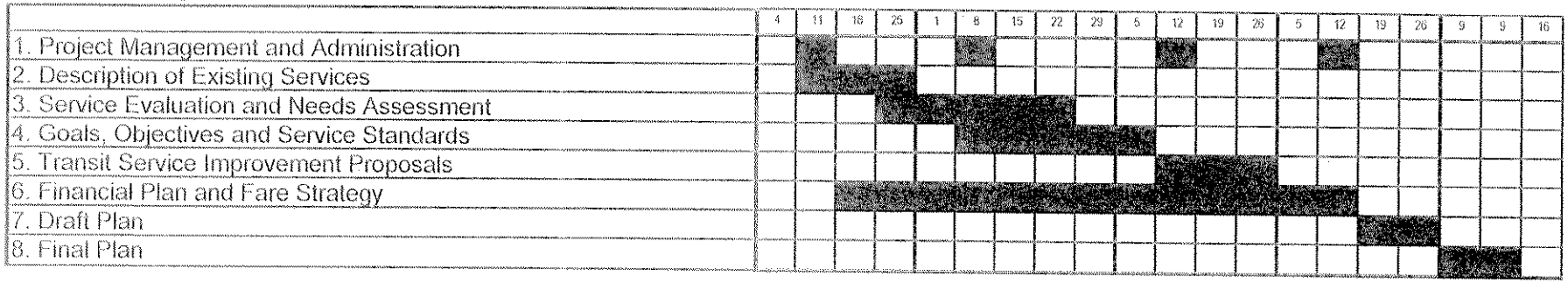

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Figure 3 MBTA Cost Proposal

TASKS	NN Staff								Patti Post		Direct Costs				
	Goldman $140.00	Rhine $140.00	Jewel $140.00	Flynn $75.00	Temps $20.00	GIS & Production $85.00	Total N/N Hours	Total NN/Labor Cost ($)	Post $140.00	Total Post Cost ($)	NN	Post	5% G&A	Total Direct Costs	Total Cost/ Task
1. Project Management and Administration	30	8		8			46	$ 5,920		$ -	$ 500		$ 25	$ 525	$ 6,445
2. Description of Existing Services	12			24		40	76	$ 6,880		$ -			$ -	$ -	$ 6,880
3. Service Evaluation and Needs Assessment	24	8		80	60	40	212	$ 15,080		$ -	$ 500		$ 25	$ 525	$ 15,605
4. Goals, Objectives and Service Standards	30	12					42	$ 5,880	80	$ 11,200	$ 1,000	$ 500	$ 75	$ 1,575	$ 18,655
5. Transit Service Improvement Proposals	40		40	30		24	134	$ 15,490	8	$ 1,120	$ 500		$ 25	$ 525	$ 17,135
6. Financial Plan and Fare Strategy	24	60					84	$ 11,760		$ -	$ 100		$ 5	$ 105	$ 11,865
7. Draft Plan	24	12		12		24	72	$ 7,980	8	$ 1,120	$ 400	$ 200	$ 30	$ 630	$ 9,730
8. Final Plan	12	8				8	28	$ 3,480		$ -	$ 100		$ 5	$ 105	$ 3,585
															$ -
Total Budget	196	108	40	154	60	136	694	$ 72,470	96	$ 13,440	$ 3,100	$ 700	$ 190	$ 3,990	$ 89,900

Figure 4 MARTA Cost Proposal

TASKS	NN Staff								Patti Post		Direct Costs				
	Goldman $140.00	Rhine $140.00	Jewel $140.00	Flynn $75.00	Temps $20.00	GIS & Production $85.00	Total N/N Hours	Total NN/Labor Cost ($)	Post $140.00	Total Post Cost ($)	NN	Post	5% G&A	Total Direct Costs	Total Cost/ Task
1. Project Management and Administration	40	8		8			56	$ 7,320		$ -	$ 1,000		$ 50	$ 1,050	$ 8,370
2. Description of Existing Services	12			24		40	76	$ 6,880		$ -		$ 50	$ 3	$ 53	$ 6,933
3. Service Evaluation and Needs Assessment	24	8		80	60	40	212	$ 15,080		$ -	$ 500		$ 25	$ 525	$ 15,605
4. Goals, Objectives and Service Standards	24	12					36	$ 5,040	80	$ 11,200	$ 1,000	$ 500	$ 75	$ 1,575	$ 17,815
5. Transit Service Improvement Proposals	40		30	24		24	118	$ 13,640	8	$ 1,120	$ 500		$ 25	$ 525	$ 15,285
6. Financial Plan and Fare Strategy	24	60					84	$ 11,760		$ -	$ 100		$ 5	$ 105	$ 11,865
7. Draft Plan	24	12		12		24	72	$ 7,980	8	$ 1,120	$ 1,000	$ 200	$ 60	$ 1,260	$ 10,360
8. Final Plan	12	8				8	28	$ 3,480		$ -	$ 100		$ 5	$ 105	$ 3,585
															$ -
Total Budget	200	108	30	148	60	136	682	$ 71,180	96	$ 13,440	$ 4,200	$ 750	$ 248	$ 5,198	$ 89,818

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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: **22**

Date: December 7, 2006

Subject: Budget Amendment to Commuter Rail Capital Budget, Task Number 37907000

Recommendation:* Approve an amendment to the Commuter Rail Capital Budget, Task Number 37907000, increasing the budget authority by $564,615 for a new total of $9,604,650 as identified in the Financial Impact Section.

Background: A Budget amendment is required to the Commuter Rail Capital Budget, Task 37907000 in order to cover the increase in construction cost over Engineer's Estimate for the Montclair Pedestrian Undercrossing.

In 2003 Southern California Regional Rail Authority (SCRRA) began the Design Phase for the Montclair Pedestrian Undercrossing to comply with a Public Utility Code (PUC) Order to remove the unprotected at-grade crossing at the Montclair station. The initial budget for this project was $2.85 million. The project design was revised to accommodate the future extension of the Metro Gold Line, and in April 2006, the SANBAG Board approved a budget amendment in the amount of $1,028,811 to cover the additional cost of the revised design and construction cost increases, for a new total project budget of $3,878,811.

SCRRA has combined the Montclair Pedestrian Undercrossing project with the East Ontario Platform Extension project in order to affect economies of scale and on October 23, 2006, received three bids. The lowest contractor's bid for Montclair project was $664,615 over Engineer's Estimate, while the East Ontario project was in approximately $100,000 under estimate. SANBAG staff is

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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37907000

proposing to move the $100,000 of budget authority from the East Ontario project to the Montclair project. In addition Staff is asking for the Montclair project budget authority to be increased by $564,615.

Financial Impact: The amendment to Commuter Rail Capital Budget, Task 37907000, will increase the budget authority by $564,615for a new total of $9,604,650. The additional funding will be State Transit Assistance Funds.

Reviewed By: This item was reviewed by the Commuter Rail Committee on November 16, 2006 and unanimously recommended for approval. *(Meeting chaired by Patricia Gilbreath)*

Responsible Staff: Victoria Baker, Senior Transit Analyst
Michael Bair, Director of Transit and Rail Programs

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 23

Date: December 6, 2006

Subject: Findings from the September 2006 Transportation Development Act Unmet Transit Needs Public Hearings

Recommendation:* Adopt Resolution 07-004; Resolution of the San Bernardino County Transportation Commission Adoption of Unmet Transit Needs Findings for the Public Hearings held in September 2006.

Background: During September 2006 SANBAG, acting as the County Transportation Commission (Commission), held three public hearings for the Mountain/Desert Region in San Bernardino County in response to the Transportation Development Act (TDA) requirement to obtain testimony regarding unmet transit needs that can be reasonably met (PUC §99238 and 99401.5) by establishing or contracting for new public transportation or specialized transportation service or by expanding existing services. The first and second public hearings were held in Victorville and Crestline on September 18, 2006. The third public hearing was held in Joshua Tree on September 21, 2006. In addition to the public hearing testimony, the Commission accepted written and internet correspondence. The governing bodies of the Victor Valley Transit Authority, Mountain Area Regional Transit Authority and the Morongo Basin Transit Authority served as the hearing boards.

Attachment A is Resolution 07-004 that contains the formal findings from the public hearing process. Attachment B provides the definitions of "unmet transit needs" and "reasonable to meet" adopted by the Commission as of

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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September 2004. These definitions have been used to determine the recommended formal findings contained in Resolution 07-004. Attachment C provides a summary of the testimony received and the recommended staff response.

Upper Desert Region:

In general the testimony received in the Upper Desert Region related to the Victor Valley. There was one complaint in reference to the circuitous service to and from Barstow/Lenwood area. The recent decision to interline routes #3 and #4 was shown to be the most cost effective method to provide service for that particular area.

There were numerous comments on routing and proposed routing changes which would decrease service or eliminate service in certain areas, these proposed changes have been addressed in the VVTA Growth and Operational Study which will ensure that most areas not served will have alternative service options available. Comments in reference to service performance and operational difficulties were received and will be addressed in the Growth and Operational Study, where the primary objective is to improve the day to day service, returning to a 60 minute frequency and improving on time performance.

There were comments submitted in reference to the Service Performance of the Drivers, with sensitivity and training needs identified. SANBAG staff recommends VVTA accept offers of training assistance from various community resources representing persons with disabilities.

On time performance difficulties in reference to Direct Access service were mentioned and the recent installation of ITS applications should help resolve these issues. Concerns were expressed over the Direct Access Evaluator assessing ADA eligibility and at this time it is a recommendation that VVTA monitor and review the number and type of appeals heard and overturned by the appeals board as a way to evaluate its ADA eligibility contractor.

The discontinuation of the Down the Hill Commuter Service was addressed with a desire to reinstate this service for not only commuter services but to market the service for people with disabilities. It is again a recommendation for VVTA to implement a ticket subsidy program with Greyhound bus services for the Down the Hill services.

Recommendations were received to improve VVTA service and having service consumers more involved in decision making. SANBAG would like VVTA to consider implementing a "ghost rider/secret shopper" program (undercover rider) which would include written findings submitted to the General Manager and Board of Directors on a periodic basis.

Finally, it is recommended that the VVTA provide the necessary funding to implement the adopted recommendations from the Growth and Operational Study.

Mountain Region:

The testimony received in the Mountain Region included requests for service connecting Mountain communities with each other and with San Bernardino – this is being addressed with additional service scheduled pending completion of Caltrans slope stabilization project, expected by November 1, 2006.

Other comments included service to Victorville which was tried and discontinued due to low ridership, and service to Palm Springs where there is insufficient demand for dedicated service. Service to North Shore Road, Baldwin Lake area, and service connections will be addressed in the upcoming Operational Analysis to begin in early 2007.

It is recommended that MARTA provide the necessary funding to implement any adopted recommendations identified in the Operational Analysis.

Lower Desert Region:

The testimony received in the Lower Desert Region included a desire to increase service on weekends for both Highway Bus and Ready Ride. Routing issues were included in the comments asking to see changes to accommodate easier access to shopping, increased frequency of trips, and additional driver training to add value to the service. These comments will be addressed in the upcoming Operational Analysis. Ready Ride trip denials were mentioned with SANBAG recommending MBTA monitor trip denial data.

Overall comments received were complementary to not only the service in general but to the operational staff and drivers.

It is recommended that MBTA provide the necessary funding to implement any adopted recommendation identified in the Operational Analysis.

At this point in time, staff does not anticipate any significant changes to the formal findings contained in Resolution 07-004. At the Mountain/Desert Committee, staff will be able to report on the actions taken by PASTACC and the MBTA Board. Both the VVTA and MARTA Boards will consider the Resolution on November 21st. Should there be any changes to the Resolution as a result of the VVTA and/or MARTA Boards, staff will identify them in the agenda item that will be presented to the Board in December and place that item on the discussion calendar.

Financial Impact: This item has no direct impact on the adopted budget. The Commission is responsible for administering the Transportation Development Act funds for San Bernardino County, including conducting the unmet transit needs public hearings and adoption of formal findings in response to the testimony received. Funding for the expenses associated with this activity is provided for under Task 50207000 TDA Administration. The funding source is LTF Administration.

Reviewed By: The preliminary findings were presented and recommended for adoption by the Public and Specialized Transportation Advisory and Coordination Council (PASTACC) on November 14th, and the Morongo Basin Transit Authority (MBTA) on November 16th. This item was reviewed by the Mountain/Desert Committee on November 17, 2006 and unanimously recommended for approval. *(Meeting chaired by Jim Lindley).* The VVTA Board unanimously recommended approval of the resolution findings on November 20th.

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

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Definitions of "Unmet Transit Needs" and "Reasonable to Meet" adopted by the SANBAG Board of Directors on September 1, 2004

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit service, specialized transit service or private for–profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

A. **Community acceptance** – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.

B. **Timing** –

1. The proposed service shall be in response to an existing rather than future need.

2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.

C. **Equity** – The proposed service shall:

1. Not unreasonably discriminate against or in favor of any particular segment of the community.

2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.

3. Require a subsidy per passenger generally equivalent to 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

D. **Cost effectiveness** – The proposed service shall:

1. Not duplicate other existing transportation services or resources.

2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations and schools.

3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operation.

4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

E. **Operational feasibility** – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.

Attachment C

Revised 10/26//06

Unmet Public Transit Needs Hearing – Upper Desert Region

Mojave Desert AQMD Board Chambers
Victorville, California
September 18, 2006

Testimony	Response
Routing – Stoddard Wells Road Concerned about deleting of stop -- continuance of service (Rt. 41) to Stoddard Wells Rod is desired. *George Brown, Victorville* *Vicky Solano, Victorville* *Gale Luckey, Victorville* *Shannon McCroskey, Rolling Start, San Bernardino*	Routing to Stoddard Wells Road is being addressed in the *VVTA Growth and Operations Study*. Service was never going to be eliminated from the Stoddard Wells area. Early research indicated that this area could be service with a taxi voucher system. After conducting a series of public input sessions directly at VVTA transfer points, the consultants decided that there was more latent demand for service for Stoddard Wells than the earlier data suggested. As a result, the Stoddard Wells area is being readdressed to provide scheduled bus route service, although slightly reduced and served by County Rt. #22.
Routing - Riders concerned about proposed discontinuance of service to residential areas along Rt. # 43 expressed. - Concern about elimination of service to 7th and Lorene (Rt. 41). *Diane Gustafson, Victorville* *Shannon McCroskey, Rolling Start, San Bernardino*	Areas not served under any changes proposed through the *VVTA Growth and Operations Study* are likely to be served by a route deviation zone which would ensure that passengers have some type of alternative service. The area of 7th Street to Lorene on Rt. 41 will continue to be served.
Routing Will Rt. #51 come down by apartments on Pebble Beach Drive with changes to the route structure? Concerned that services will be discontinued. *Mrs. Owen Russell, Victorville*	The recommendations of the *VVTA Growth and Operations Study* work to balance the competing goals of coverage versus on-time performance --. Balancing to reach many parts of the area versus keeping the buses running tightly in more defined areas to ensure on-time performance. In this case, when ridership was counted, there was 1 on and 3 off at Pebble Beach versus 5 on and 2 off at Hughes during the sample period.
Routing Want bi-directional service to decrease times on the bus, shortening the ride. *Terri Martini Adelanto*	Bi-directional service was examined as one alternative under the *Growth and Operations Study*. A portion of the loop will get bidirectional service (mostly from Village and Air Base to Seneca and Civic Drive), considering the new routing coming from Adelanto.

Testimony	Response
Routing Want to see services: Victorville - Jade & La Mesa to Luna & La Mesa; Victorville – Palmdale & El Evardo to Diamond to Mojave; Hesperia – Pyrite & Main and Pomona & Malibu [off Escondido]. Would like to see extended bus services as potential rider is walking more and more. *Kathy Luease Dennis, Via facsimile to SANBAG*	The proposed route restructuring from the *Growth and Operations Study* attempts to balance schedule reliability with a lack of coverage. New route structures adopted will have to be reviewed to determine specific responses to these Victorville locations. The Study is recommending a deviation zone for the area south of Palmdale Road and west of Hwy. 395. This may be extended to a portion of the area north of Palmdale Road and west of Hwy. 395. In **Victor Valley area** of Jade/LaMesa/Luna - while that particular loop is proposed to be eliminated to Amethyst, it is not that far from the proposed route. The Palmdale and El Evado to Diamond & Mojave is an area to be considered for service in future years. **Hesperia** is considering a circulator to serve some portions of newly developed residential areas in later years, possibly three years from now.
Service Performance – Operational Difficulties Concerns about the current quality of service; complaints include: - Increasingly late, unreliable service - Buses never come by the stop or passing riders by at stops - Buses driving very slowly, particularly when going up hill. - Buses are breaking down. - Took bus 3 hours 45 minutes to travel from Cottonwood & Eucalyptus to Stoddard Wells Road. - For an aging fleet, doing a pretty good job of getting the buses out and running; importance of good maintenance. - Problems with lift-deployment, particularly on the Direct Access buses. Not reliable. *Diane Gustafson, Victorville* *Linda Churchill, Victorville* *Mrs. Owen Russell, Victorville* *Jermaine Brimage, Victorville* *Ruby Adams, Victorville* *George Brown, Victorville* *Terri Martini Adelanto*	The Authority is acknowledging that there are issues related to service and equipment reliability and is taking steps to correct these. The primary objective of the VVTA *Growth and Operations Study* is the improvement of the day-to-day service, making changes necessary to return the service to a 60 minute frequency and ensuring that connections are reliably made and the overall on-time performance of the service improves. Study recommendations are likely to be presented in December 2006 to the VVTA Board; adopted recommendations are likely to be implemented in July 2007.

Testimony	Response
Transit Service Provision Transportation services are complex to offer and to ensure high quality service. Rural communities are particularly difficult. Bus stop issues require the cities to work with transit to prioritize improvements. *John Anaya, Rolling Start, San Bernardino*	Appreciate the recognition of transit's complexities.
Service Performance – Drivers - Drivers are not taking enough time to help those passengers that need assistance. - There doesn't appear to be enough supervision of drivers. - Drivers need better training in working with passengers; greater sensitivity to ridership. - Very rude driver on Rt. # 31 – mean and nasty. - Driver training should include education by persons with disabilities who are consumers of the public transit services. *Jermaine Brimage, Victorville* *Diane Gustafson, Victorville* *Shannon McCroskey, Rolling Start, San Bernardino* *Terri Martini, Adelanto* **Community Resource on Accessibility** Speaker is experienced in working with coach operators around sensitivity training issues, on securement issues and in bus stop accessibility design issues. Offering a day of his time to travel with VVTA administrator around the service area and help to identify and prioritize accessibility concerns. *John Anaya, Rolling Start, San Bernardino*	Recommend that VVTA accept the offer of training assistance for VVTA operators, encouraging VVTA administrators and governing body to utilize these community resources as well other training resources. With implementation of the *Growth and Operations Study* recommendations, drivers may become more customer friendly as routes are returned to a "driveable" 60 minute headway.
Number of Mobility Devices on the Vehicle at One Time Rider was informed by the driver of a bus for which I had been waiting two hours due to missed connections, that she already had 3 mobility devices on the bus and couldn't take another one. Rider indicated she would 'fold-up" her walker to ensure there was room to move down the aisle. Is there some way to have a first-of-the month courtesy bus or extra bus when the buses are so full? *Diane Gustafson, Victorville*	VVTA does have service vehicles available to supervisors for on-the-road difficulties. These could be used to assist passengers in such instances as that described by this individual. Particularly given the 60 to 70 minute headway of VVTA routes, this is important. Recommend establishing procedures to ensure that potentially stranded transit riders using mobility devices are transported by use of a service vehicle, if necessary, when demand on the existing vehicles' tie-down spaces are at capacity.

Testimony	Response
Commuter Down-the-Hill Service -- Reinstitute Desires to see a return of the down-the-hill commute service, Victor Valley to San Bernardino. Commuter services left before the VVTA bus service began running each day. Designed to fail; three year test was not enough. There wasn't enough promotion of the service in the newspapers and other media. *Linda Churchill, Victorville* *Diane Gustafson, Victorville* *Jermaine Brimage, Victorville* *Shannon McCroskey, Rolling Start, San Bernardino* *Rosella DeVore, Adelanto*	The VVTA Board of Directors has established as its policy that it will not consider reinstituting commuter service at this time. Although ridership grew modestly over the three-year demonstration period, the average rider per trip rate was only 17 to 18 passengers per vehicle trip in the final year of the demonstration period. This translated to a monthly per rider subsidy of $302.67 for the operating months of FY 04-05, the period when the service last operated.
Commuter Down-the-Hill Service – Focus and Market to Persons with Disabilities Interest in examining strategies to grow and improve down-the-hill services to persons with disabilities. *John Anaya, Rolling Start, San Bernardino*	This comment is referred to the *Public Transit-Human Services Transportation Coordinated Services Study* which will consider and develop recommendations on needs such as this to SANBAG, to the public transit operators and to San Bernardino County's human services providers. The target populations of this study are seniors, persons with disabilities and persons of low income.
Greyhound Bus Service: Barstow-Victorville-San Bernardino Concerned about the frequency of the Greyhound buses, the timing of these and the cost. All needs improvement. Very challenging service to use by persons who are transit dependent. *Diane Gustafson, Victorville* *Shannon McCroskey, Rolling Start, San Bernardino* Twenty-two dollar Greyhound fare from Barstow round trip to Victorville is too expensive, even for a once monthly doctor's appt. *Donna Gable, Lenwood*	SANBAG strongly encourages VVTA to implement the Greyhound bus ticket subsidy program that is now in place in Barstow. <u>Current Greyhound schedules and fares are</u>: Buses southbound Barstow to Victorville - 9:55 a., 12:15 p., 1:10 p., 3:00 p., 3:55 p., & 4:40 p. Buses northbound Victorville to Barstow – 11:56 a., 1:45 p., 3:35 p., 4:30 p., 5:15 p. Roundtrip fare = $25 Buses southbound Victorville to San Bernardino – 11:56 a., 1:45 p., 3:35 p., 4:30 p. & 5:15 p. Buses northbound San Bernardino to Victorville – 9:30 a, 12:15 p. & 6:45 p. Roundtrip fare = $29 <u>Barstow Greyhound discounted fares are</u>: Roundtrip fares = $22 regular adult, $16.50 student; $11 Senior, Disabled or Child Under Age 5.

Testimony	Response
Bus Stop Improvements/ Sidewalks Needed/ Bus Shelters Needed - Along Hesperia Road, it is a dirt sidewalk; paved sidewalk is needed both for safety and for accessibility. - Shelter on Hesperia Road near Chalon Road by Green Tree – no shelter or shade or seat. It is not safe. - Cut-outs needed at 2nd Street across from the Welfare Office. Also across from Seneca; no cut-outs there. - Armagosa Rd. (Rt. 52) by the Office Max / Best Buy Mall necessary to walk across a busy driveway. Difficult for those with mobility impairments who move slowly. - Armagosa and Seneca – improvements needed. - Bus stop inventory needed to provide information to riders on accessible and to direct improvements for stops. - In Apple Valley, can't walk down the side of Route 18. - In Adelanto at Verbena & Joshua, need a bench or shelter *Linda Churchill, Victorville* *Diane Gustafson, Victorville* *Shannon McCroskey, Rolling Start, San Bernardino* *George Brown, Victorville* *Terri Martini, Adelanto*	SANBAG recommends VVTA continue its shelter/ bus stop lighting and accessibility program, particularly focused at the proposed point deviation locations. SANBAG will be issuing in November 2006 the biennial call for bus stop accessibility projects funded from 20% of the Local Transportation Fund (LTF) Article 3 revenue, about $800,000 available countywide. VVTA is required to spend 1% of its Federal funding under Section 5307 on enhancements which would include bus stop improvements. VVTA works with is member agencies to identify where bus stop improvements should be located. As cities are responsible for some significant portion of street and road improvements, such as sidewalks leading to bus stops, citizens are encouraged to stay in communication with city decision-makers and the Authority on prioritization of bus stop improvements. VVTA's existing bus stop inventory – simply listing stop characteristics but making no judgment as to levels of accessibility per the Americans with Disabilities rules – can be placed on the VVTA website. This tool, which is periodically updated as additional stop amenities are installed, can be a resource to riders. Even in a simple spreadsheet format, a working tool is likely to have value to riders. The Authority has apparently sent its existing bus stop inventory spreadsheet to a marketing firm for upload to VVTA's web site. In time, it may become possible to geocode stops and tie them in with a JPEG photo of each stop to post on VVTA's web site.

Testimony	Response
Direct Access Operational Difficulties - Direct Access on-time performance difficulties; - Direct Access equipment in need of repair and maintenance. *Diane Gustafson, Victorville* *Rosella DeVore, Adelanto* *Terri Martini Adelanto*	VVTA has invested in computerized dispatching software, Trapeze, and this will enable closer monitoring of performance to identify and correct on-time performance difficulties. With the installation of Trapeze, and as the operator becomes more familiar with its extensive capabilities, dispatch is likely going to be able to provide better information to passengers, even those who call into a Sunday telephone message system when dispatch is closed. VVTA's operations contractor has decreased the mileage between maintenance inspections in order to ensure that necessary maintenance is performed at shorter intervals, thereby decreasing the number and frequency of vehicle breakdowns.
Direct Access Trip Reservation Process Calling on the Sunday night before a Monday trip request is a nice feature; problem is that if pick-up time must be modified for an early Monday morning trip, the rider isn't provided much notice (20 minutes in this instance) which is too short a time period for someone with disabilities who moves slowly in the morning. *Diane Gustafson, Victorville*	At this time, riders do need to be prepared, when placing a Sunday night trip reservation to accommodate the pick-up window of ten minutes before and thirty minutes after or the one hour ADA negotiation window for pick-up time of one hour on either side of the trip request time. These are significant lengths of time for a rider to potentially be available for pick-up, but the current system makes it difficult to do otherwise. This may be an area that VVTA can address as experience with the Trapeze software develops.
Direct Access Fares Don't mind paying a higher fare for service if it is a good ride, on time. *Rosella Devore, Adelanto*	VVTA has indicated it is committed to improve service reliability and on time performance through use of the new Trapeze reservation and dispatch software, as well as the imminent installation of mobile display computers on all Direct Access vehicles.
Direct Access Evaluator Direct Access Evaluator needs to be retrained to develop a greater understanding of people's disabilities. *Ruby Adams, Victorville*	VVTA does contract with an outside eligibility analyst to assess ADA eligibility. Additionally there is an appeals process to ensure that consumers have a mechanism for review of decisions with which they disagree. VVTA is encouraged to monitor the number and type of appeals, as one mechanism of evaluating its ADA eligibility contractor. In December VVTA will move to a new web based and certification review process. The contractor will have health specialists qualified in the area of the applicant's disability to review their application.

Testimony	Response
Measure I Funding Concerned that promises around the last election said that voting for Measure I would help, that transportation would get better – better service and better buses. This doesn't appear to be true. Services appear to be getting worse. *Mrs. Owen Russell, Victorville*	New Measure I becomes effective in 2010, called the Measure I extension. Victor Valley has a provision increasing 5% of revenues for Senior and Disabled Transit Service by 0.5% annually for five years, for a maximum of 7.5% of total funds collected. These funds will provide fare subsidies that control the fare pricing and provide support for transit service for elderly individuals and individuals with disabilities. The Measure I extension also provides for use of Local Street Project funds for transit purposes, including but not limited to fare subsidies and enhancements oriented to seniors and persons with disabilities.
Citizens Advisory Council / Representation on Board by Persons Using the Service Recommend that a citizens' advisory council be established to work towards improvements in VVTA's service. Challenge administrators and policy makers to use the buses for one week; decisions are ~~taken~~ made by persons who never ride the bus. *Shannon McCroskey, Rolling Start, San Bernardino* Recommend appointing someone to the board who uses public transportation and understands the dilemma of those using transit. *Diane Gustafson, Victorville*	The Authority is encouraged to consider a "secret shopper" or "ghost riders" initiative where a designated rider or riders prepare a written report to the general manager on selected qualities of a sample of rides, reporting on the ride experience. This would ensure a continuing rider perspective and voice within the program's administration. Although some informal ghost riders currently do provide input to VVTA administration, there may be ways in which VVTA can formalize this so that rider voices are an ongoing dimension of the service oversight.
Adelanto/ Helendale Wish to qualify for Direct Access trips to and from home between Adelanto and Helendale, approximately 12 miles outside of Helendale. *Rosella DeVore, Adelanto*	Public transit must focus its limited resources on areas where there is some density of ridership – it is not economically feasible for VVTA buses to travel out significant distances from the areas of some population density.
Wrightwood/ Pinon Hills Wrightwood direct area bus [probably Direct Access] bus is apparently no longer available. Adult son with disabilities has special needs and cannot navigate on his own to meet the bus at the Victorville Mall. *Eva Malone, Wrightwood* Was a bus rider of direct area bus but service no longer provided. Wants to see bus service returned to Pinon Hills. *Gary Griffen, Pinon Hills*	Tri-Community Route is route deviation service to the Wrightwood, Pinon Hills and Phelan communities with riders requesting a deviated pick-up with an advance reservation request. Some service was suspended during the summer due to Caltrans construction closing the roads; service is back to regular schedule now. The operation of vehicles on dirt roads is not feasible due to potential vehicle damage. Additional service needs that cannot be met with the Tri-Communities deviated fixed route may be served by the mileage reimbursement TREP program administered by DAAS.

Testimony	Response
VVTA - Public Notice Concerned that Riders Alert about this hearing were not made available to the riders with sufficient notice (two days) and concerns items on the VVTA 5 Year Plan that were already discussed by the VVTA Board, namely appeared no longer open to public comment. *Shannon McCroskey, Rolling Start, San Bernardino* Concerned about the ability of those in outlying area to obtain transportation in order to attend public hearings and make comment into the public record. *Diane Gustafson, Victorville*	In the SANBAG cover letter to individuals and organizations announcing the hearing, it is clearly noted that testimony can be received in person at the public hearings, by surface mail, by email or by facsimile. Those communicating by mail, email or facsimile must include their home town in order for their comment to be entered into the public record. Notice on buses was provided in mid-August, on or around August 18th, when SANBAG issued its original notification of the hearing dates.
Barstow – Lenwood Area - Circuitous service from and to Lenwood - Daily shuttle service desired between Barstow and the Outlet Mall - Would like to see fixed route service start earlier; - Calling daily for the All-Ride pick up is hard on families with kids. *Donna Gabel [via letter], Lenwood*	Routes #3 and #4 are circuitous because they are interlined. The inter-lining of Routes # 3 and #4 is the most cost-effective method of providing service to the greatest physical area. Service to the Outlet Mall continues on these routes with the first route starting at 7 a.m. and the last route leaving Building #9 at the Factory Merchants Mall at 6 p.m. Also, as the Outlet Mall is within the Barstow city limits, it is served by All-Ride until 11 p.m. when the last call can be made. All-Ride replaces fixed route service in some areas due to low ridership. This too is the most cost-effective method of serving lower ridership areas. It may be possible to set up, continuing advance request reservation with the All-Ride so daily calls aren't necessary.

Attachment C

Revised 10/30/06

Unmet Public Transit Needs Hearing – Lower Desert Region/ Morongo Basin

Morongo Basin Transit Authority
Joshua Tree, California
September 21, 2006

Testimony	Responses
Weekend Service Desire for more service on the weekends, both Highway Bus and Ready Ride. **Sundays** -- Could be very limited, just a four-hour day, and even run every other Sunday as a test with sufficient promotion, but just hitting the popular areas. Need to have lift service on Sundays. Would like to go to church. *Gladys Arner, Yucca Valley* *Arthur Jarrels, Lander* *Mary Lou Almond, Yucca Valleys* *Arthur Ayala, Yucca Valley* *Marie Barr, Yucca Valley* *Mikey Ibriani, Yucca Valley* *Mary Venison, Joshua Tree* *Gladys Armor, Yucca Valley* *Joan Wilson, Joshua Tree* **Saturday** -- Would like to see Saturday service to get to the grocery store, pick up medications, run errands. Some work trips on Saturdays. Need Ready Ride on weekends as it is too far to walk to Highway Bus. *Joyce Mone, Twentynine Palms submitting petition with 110 signatures* *Pauline Kliebe, Yucca Valley* *Gladys Armor, Yucca Valley*	Sunday and weekend service between Yucca Valley and Twentynine Palm and the weekend shuttle bus, particularly Saturday service, will be referred to the *Operational Analysis* which will be undertaken early in 2007 to bring back recommendations on service improvements.
Bus Shelters / Bus Improvements Would like to see a shelter at Oleander Hotel, making this stop a safer place.	Continue bus stop improvement program, including shelters, benches lighting and accessibility. SANBAG will be issuing its biennial call in November 2006 for projects for the 20% of Local Transportation Funds

Testimony	Responses
Gladys Arner, Yucca Valley No restroom at the Stater Brothers bus stop. The benches there need to be cleaned; need volunteers. *Dick Perry, Yucca Valley*	(LTF) Article 3 to improve access, making available a little over $800,000 countywide. This will provide MBTA and the basin cities with additional resources to continue bus stop improvements. MBTA does have a full-time utility service worker that inspects and services each of MBTA's 48 shelters at least twice weekly. This includes emptying trash, wiping surfaces and cleaning graffiti. Shelters are steam cleaned once monthly. If there is a stop that is in need of particular attention, customers should advise MBTA customer service.
Driver Training Drivers pass up passengers and can be rude. Can add value to have driver training on showing respect and courtesy to riders. *Arthur Jarrels, Landers* The drivers have to put up with a lot of difficult passengers I would throw them off the bus. We commend the drivers for what they do and their strength; drivers need support. When drivers encounter difficulties on the buses, can they call the police? *Arthur Ayala, Yucca Valley* *Mary DeVicente, Yucca Valley*	SANBAG encourages sensitivity training and re-training of drivers. These comments are also referred to the *Operational Analysis* for review and consideration. MBTA just concluded an extensive review and planning activity for emergency situations. There are procedures in place for handling incidents on the bus, to ensure that appropriate assistance is requested promptly in the event of difficulties.
Routing Would like to see Route 3B (Twentynine Palms) improved, many nooks and crannies to the routing. *Arthur Ayala, Yucca Valley* Would like to see routing makes it easier to get to the grocery store (Tamarisk Road) *Joyce Mone, Twentynine Palms* Would like to see a stop closer to Park Avenue in Joshua Tree in connecting to the Palm Springs bus. *Joan Wilson, Joshua Tree*	These comments are referred to the *Operational Analysis* for review and consideration. Various routing suggestions will have to be reviewed in terms of their operational feasibility.
Highway Bus Frequency Would like to see buses every half hour on the Highway Bus. Harshadra Desai, Yucca Valley	This comment is referred to the *Operational Analysis* for review and consideration.
Ready Ride	The capacity of the Ready Ride service will be examined in the

Testimony	Responses
- May need some assistance on the dial-a-ride. Sometimes they cannot book a ride. - Buses are running through the shopping centers and drivers need to assist persons with disabilities with packages. *Harshadra Desai, Yucca Valley*	*Operational Analysis* to identify times and frequency when trips cannot be booked, to understand what patterns of demand exist and how these might be better served. Current MBTA policy is for drivers to assist passengers with up to six small packages.
Service to Palm Springs Need more connections times on the Palm Springs runs. Can catch the 10:25 bus back but after that, have to wait until after 5 p.m. to get back. Need an earlier connection than after 5 p.m. *Mary Venison, Joshua Tree* Propose a once monthly trip to Palm Desert Mall. *Kathy Schmidt, Joshua Tree*	These Palm Springs connection comments are referred to the *Operational Analysis* for review and consideration.
Extended Services Would like to see a bus run once a month to the Casinos. *Mel Rofener, Yucca Valley*	The service that MBTA runs into Palm Springs would allow transfer onto SunLine routes in order to get to some casinos in the Coachella Valley.
Medical Trips into Loma Linda and VA Demand for medical trips continues from the Morongo Basin into the medical facilities in the San Bernardino Valley, including the V.A., Loma Linda and Arrowhead Medical Center. These remain a difficult-to-meet need. *Atia Baig, Dept. of Aging and Adult Service*	These comments related to inter-city bus services and coordination with the human services systems are referred both to the *Comprehensive Operations Analysis* and to the *Public Transportation-Human Services Coordinated Transportation Study* that is just beginning, December 2006. This later study will devise strategies and programs by which the public

Testimony	Responses
Ready Ride Bus Passes and the TREP Program DAAS has been purchasing bus passes to provide to low income seniors and expects to continue to administer this Measure I program. This program fills an important need. *Atia Baig, Dept. of Aging and Adult Services*	transit and the human services agencies can better work together to meet these difficult-to-serve needs.
Service Complements - Complements to service, particularly drivers (Margaret) - Dispatch is excellent; very helpful. - It is a good to have such a system in the area. - Drivers make the buses a safe environment. - Appreciate the assistance the drivers offer, in boarding and with packages. - Appreciate that the service exists; really nice to see that the buses are available. - Grateful because no longer driving – this gives independence. - Appreciative as she anticipates a time will come when she cannot drive; glad the service is available. - Everything about MBTA is great! *Gladys Arner, Yucca Valley; Lillian Robbins, Yucca Valley* *Arthur Ayala, Yucca Valley; Blanche Dick, Yucca Valley* *Marie Bahr, Yucca Valley; Pauline Kliebe, Yucca Valley* *Harshadra Desai, Yucca Valley; Gladys Arnold, Yucca Valley* *Charlotte Miller, Twentynine Palms; Mary Venison, Joshua Tree* *Sandy Flack, Reach Out Morongo Basin, Yucca Valley* *Mel Rofener, Yucca Valley; Atia Baig, Dept. of Aging & Adult Services*	These comments are always nice to hear and will also be incorporated into the *Comprehensive Operations Analysis* to ensure that existing services and policies that are working well are not degraded or jeopardized by new service recommendations.

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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: **24**

Date: December 6, 2006

Subject: Measure I Summary Audit Report

Recommendation:* Accept the Measure I Summary Audit Report of Local Pass-Through Funds for the year ending June 30, 2005.

Background: The report indicates that for the year ending June 30, 2005, local jurisdictions in the Valley Region received Measure I Local Pass-Through revenue in excess of $20,704,900 and had remaining fund balances of $41,929,239. There were no material findings of non-compliance in the Valley Region. Local jurisdictions in the Mountain/Desert Region received $21,751,418 in Measure I revenue and had remaining fund balances of $35,760,755. There was one continuing material finding of non-compliance in the Mountain/Desert area in that the City of Adelanto made advances/loans of Measure I revenues to other funds within the City in 2000/2001. The City of Adelanto and SANBAG Board of Directors have approved an agreement relative to repayment to the Measure I fund in 2004, and the City is in compliance with the repayment agreement. As of June 30, 2005, the City of Adelanto has repaid the Measure I fund $400,000.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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50407000
50507000

Financial Impact: This item has no direct impact upon the budget. Measure I Local Pass-Through Funds are distributed by SANBAG and held by each local jurisdiction in a special Measure I fund. SANBAG expenses relative to the administration of the Measure I program are consistent with the adopted budget, Task Nos. 50407000 and 50507000.

Reviewed By: The Valley Measure I Audits were reviewed and unanimously recommended for approval by the Plans and Programs Committee on September 20, 2006, and the Mountain/Desert Measure I Audits were reviewed and unanimously recommended for approval by the Mountain/Desert Committee on June 16, 2006 and November 17, 2006. *(Plans and Programs Meeting Chaired by Paul Eaton and Mountain/Desert Meetings Chaired by Jim Lindley)*

Responsible Staff: Deborah Robinson Barmack
Director of Management Services

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DISCUSSION ITEMS

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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: 25

Date: December 6, 2006

Subject: Election, appointments, and selection of Board members to serve on policy committees and to serve as Vice President. (Attached: Chronology of Officers and SANBAG Appointments to External Agencies)

Recommendation:* 1. Set date of January 10, 2007, for the election of Vice President for the SANBAG Board of Directors for a term to end in June 2007.

2. Set date of January 10, 2007, for East, West, and Mountain/Desert caucuses to select members of the Administrative and Plans and Programs Committee.

3. Accept resignation of Supervisor Paul Biane from the Commuter Rail Committee.

4. Note that terms will expire for appointments to the Alameda Corridor-East Construction Authority, California Association of Councils of Governments, Metro Gold Line Phase II Joint Powers Authority, Mobile Source Air Pollution Reduction Review Committee, and SR 91 Advisory Committee.

Background: **SANBAG Vice President** – In January 2007 the office of Vice President for the SANBAG Board of Directors will be vacant due to the departure of Council Member Jim Lindley, City of Hesperia. This item sets the date for election of a new Vice President at the Board meeting on January 10, 2007. Section B of the SANBAG Bylaws indicates:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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10407000/ISF07

The Office of President shall alternate annually between county representatives and city representatives. In years when the President is a county representative, the Vice President shall be a city representative and vice versa.

In accordance with SANBAG Policy No. 10002, the SANBAG Vice President shall serve as Chair of the Administrative Committee. Additionally, an informal practice has been established which rotates the city office holders among East Valley, West Valley, and Mountain/Desert city members, which resulted in the selection of Council Member Jim Lindley as a Mountain/Desert city representative. A Chronology of Officers is attached to this agenda item for information.

Caucus Selections – Terms of appointment for a number of members on the Administrative Committee, Plans and Programs Committee, and the Commuter Rail Committee expire on December 31, 2006. The East Valley, West Valley, and Mountain/Desert caucuses of SANBAG city representatives will confer during the January 2007 Board of Directors meeting to select individuals to serve on committees for terms as indicated on the table below.

COMMITTEE	VACANCY (Previously held by)	TERM
East Valley		
Administrative Committee	(Bea Cortez, Grand Terrace)	12/31/2008
Plans and Programs Committee	(Larry McCallon, Highland)	12/31/2008
	(Richard Riddell, Yucaipa)	12/31/2008
West Valley		
Administrative Committee	(Paul Eaton, Montclair)	12/31/2008
Plans and Programs Committee	(Paul Eaton, Montclair)	12/31/2008
Mountain/Desert		
Administrative Committee	(Darrell Mulvihill, Big Bear Lk.)	12/31/2008
Plans and Programs Committee	(Paul Cook, Yucca Valley)	12/31/2008
	(James Lindley, Hesperia)	12/31/2008

Presidential Appointments – SANBAG is represented on a number of external committees whereby the SANBAG President is authorized to make appointments:

- The term of appointment for Lee Ann Garcia, Grand Terrace, as a member of the **Commuter Rail Committee** expires on December 31, 2006.

There are also two vacancies on the Commuter Rail Committee for terms expiring on December 31, 2007, and December 31, 2008.

- The term of appointment for Paul Eaton, Montclair, to serve as primary member on the **Alameda Corridor-East Construction Authority** expires on December 31, 2006.

- There is a vacancy for a member of the SANBAG Board to represent SANBAG as the primary member at the **California Association of Councils of Governments (CALCOG)**, due to the departure of Paul Cook, Town of Yucca Valley.

Board of Directors Appointments – SANBAG is represented on several external committees that require appointment by the SANBAG Board of Directors:

- The term of appointment for Diane Williams, Rancho Cucamonga, to represent SANBAG as an Alternate on the **Metro Gold Line Phase II Joint Powers Authority** expires on December 31, 2006.

- The term of appointment for Paul Eaton, Montclair, to represent SANBAG as the alternate member on the **Mobile Source Air Pollution Reduction Review Committee** expires on December 31, 2006.

- The term of appointment for Alan Wapner to represent SANBAG as an ex-officio member on the **SR 91 Advisory Committee** expires on December 31, 2006.

Members of the SANBAG Board who are interested in either Board or Presidential appointments to represent SANBAG on these committees should advise the SANBAG President or SANBAG staff. Attached is a listing of external committees providing additional information on their purpose.

Financial Impact: This item has no impact upon the SANBAG budget. Participation on SANBAG committees and external committees results in recommendations to the SANBAG Board regarding a variety of budgetary and programmatic issues. Staff support of these activities is budgeted in Tasks 10407000 and ISF07.

Reviewed By: This item has not had prior policy committee review. Action is scheduled for the January 10, 2007, Board of Directors meeting.

Responsible Staff: Deborah Robinson Barmack, Director of Management Services

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10407000/ISF07

SANBAG Chronology of Officers

List of Officers who have served on the SANBAG Board of Directors from 1973 to the present.

Term	President	Vice President
2006-2007	Dennis Hansberger Board of Supervisors	James Lindley City of Hesperia
2005-2006	Kelly Chastain City of Colton	Dennis Hansberger Board of Supervisors
2004-2005	Paul Biane Board of Supervisors	Kelly Chastain City of Colton
2003-2004	Bill Alexander City of Rancho Cucamonga	Paul Biane Board of Supervisors
2002-2003	Bill Postmus Board of Supervisors	Bill Alexander City of Rancho Cucamonga
2001-2002	Jim Bagley City of Twentynine Palms	Bill Postmus Board of Supervisors
2000-2001	Dennis Hansberger Board of Supervisors	Jim Bagley City of Twentynine Palms
1999-2000	Robert Christman City of Loma Linda	Dennis Hansberger Board of Supervisors
1998-1999	Kathy A. Davis Board of Supervisors	Robert Christman City of Loma Linda
1997-1998	David Eshleman City of Fontana	Kathy A. Davis Board of Supervisors
1996-1997	Jon Mikels Board of Supervisors	David Eshleman City of Fontana
1995-1996	Jim Busby City of Victorville	Jon Mikels Board of Supervisors
1994-1995	Jerry Eaves Board of Supervisors	Jim Busby City of Victorville
1993-1994	Laurie Tully-Payne City of Highland	Jerry Eaves Board of Supervisors
1992-1993	Barbara Cram Riordan Board of Supervisors	Laurie Tully-Payne City of Highland
1991-1992	Larry Rhinehart City of Montclair	Robert Hammock Board of Supervisors

(Continued Page #2)

SANBAG Chronology of Officers

List of Officers who have served on the SANBAG Board of Directors from 1973 to the present.

1990-1991	Marsha Turoci Board of Supervisors	Larry Rhinehart City of Montclair
1990-1991	A.W. Bill Speyers City of Big Bear Lake	Marsha Turoci Board of Supervisors
1989-1990	Larry Walker Board of Supervisors	A.W. Bill Speyers City of Big Bear Lake
1988-1989	Elmer Digneo City of Loma Linda	Larry Walker Board of Supervisors
1987-1988	Jon Mikels Board of Supervisors	Elmer Digneo City of Loma Linda
1986-1987	Frank Carpenter City of Upland	Jon Mikels Board of Supervisors
1985-1986	Barbara Cram Riordan Board of Supervisors	Jon Mikels City of Rancho Cucamonga
1984-1985	Edward Dondelinger City of Adelanto	Barbara Cram Riordan Board of Supervisors
1983-1984	David McKenna Board of Supervisors	Edward Dondelinger City of Adelanto
1982-1983	John Longville City of Rialto	David McKenna Board of Supervisors
1981-1982	Cal McElwain Board of Supervisors	John Longville City of Rialto
1980-1981	Homer Briggs City of Ontario	Cal McElwain Board of Supervisors
1979-1980	Robert Hammock Board of Supervisors	Homer Briggs City of Ontario
1978-1979	Chresten Knudsen City of Redlands	Joe Kamansky Board of Supervisors
1977-1978	Robert Townsend Board of Supervisors	George Goldsmith City of Barstow
1976-1977	Eileen Carter City of Chino	Robert Townsend Board of Supervisors
1975-1976	James Mayfield Board of Supervisors	Jack Cummings City of Redlands
1974-1975	John McCarthy City of Upland	James Mayfield Board of Supervisors
1973-1974	Nancy Smith Board of Supervisors	John McCarthy City of Upland

SANBAG Appointments to External Agencies

SANBAG works closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SANBAG Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SANBAG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
Alameda Corridor-East Construction Authority	Paul Eaton, Montclair, Primary Gwenn Norton-Perry, Alternate Ex-Officio	SANBAG President	SANBAG representative serves as ex-officio member of the Authority that addresses issues related to the transportation corridor running from Los Angeles to San Bernardino County. This Authority meets on the fourth Monday of each month at Irwindale City Hall. Members receive a $100 stipend from the Authority.	12/31/06 12/31/07
California Association of Councils of Governments (CALCOG)	Paul Cook, Yucca Valley, Primary Larry McCallon, Highland, Alternate	SANBAG President	Association of Councils of Governments within California which provides a forum for study, discussion, and action on statewide problems of mutual interest to cities, counties, and councils of governments. SANBAG has not authorized payment of stipend for participation.	04/30/07 04/30/07
Metro Gold Line Phase II Joint Powers Authority	Paul Eaton, Montclair, Primary Diane Williams, Rancho Cucamonga, Alternate	SANBAG Board of Directors	The Gold Line Phase II Construction Authority is a joint powers agency formed by thirteen cities along the corridor, LACMTA and SANBAG. THE JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive $150 payment from Gold Line Authority for participation.	12/31/07 12/31/06
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Paul Eaton, Montclair	SANBAG Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. SANBAG has not authorized payment of stipend for participation.	12/31/07
Mobile Source Air Pollution Reduction Review Committee	Gwenn Norton-Perry, Chino Hills, Primary Paul Eaton, Montclair, Alternate	SANBAG Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the $4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SANBAG authorized a stipend of $100 per day. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/07 12/31/06
MSRC Technical Advisory Committee	Paul Balbach, Fontana, Primary	SANBAG President	SANBAG has not authorized payment of stipend for participation.	Indefinite

SANBAG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
Regional Transportation Agencies Coalition	SANBAG President and Vice President	SANBAG Board of Directors	Regional body that collaborates on inter-county issues, coordinates inter-county transportation investment strategies, and provides oversight to the voluntary regional rideshare program. No stipend is authorized for participation on the RTAC. SANBAG action has designated either the President or Vice President to represent SANBAG at meetings. County commissions, SCAG, and Caltrans appoint one plus an alternate.	Dependent upon Presidency or Vice Presidency
SCAG Policy Committees	See associated table.	The SANBAG Board has authorized the SANBAG President to make appoints to SCAG Policy Committees.	SANBAG, as the CTC, appoints one elected official to serve on SCAG's Transportation and Communications Committee. SANBAG, when acting as a subregional agency, also has authority to make six appointments to the three SCAG Policy Committees; i.e., Community Economic and Human Development, Energy and Environment, and Transportation and Communications. (The mayors of the six SCAG districts in SBCO elect members to the SCAG Regional Council. See attachment.) SCAG pays a fee for service to members for attendance at SCAG Policy Committee meetings.	See associated table.
Southern California Regional Rail Authority	Paul Eaton, Montclair, Primary Patrick Morris, San Bernardino, Primary Diane Williams, Rancho Cucamonga, Alternate Pat Gilbreath, Redlands, Alternate	SANBAG Board of Directors (Commuter Rail Committee makes a recommendation.)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. Members receive payment of $100 per day from SCRRA for participation.	Indefinite
SR 91 Advisory Committee	Alan Wapner, Ontario, Ex-Officio Member	SANBAG Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SANBAG has not authorized payment of stipend for participation.	12/31/06

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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: **26**

Date: December 6, 2006

Subject: SANBAG Organization Chart

Recommendation:* Receive Proposed SANBAG Organization Chart

Background: The San Bernardino Associated Governments Work Program for 2006-2007 tasked the Executive Director with review of the current organizational chart, the departmental resources, and provide recommendations for the organizational alignment needed to deliver the components of Measure I (2010-2040). The Executive Director was directed under the Work Program to present these recommendations at the end of the first quarter of the fiscal year. A conceptual overview was provided at the October 2006 Administrative Committee and the proposed organizational alignment was discussed at the November 2006 meeting.

The organizational recommendations are delivered from the following perspective:

1. Risk Management
2. Proactive Involvement v. Reactive Representation
3. Organizational Depth
4. Succession Planning

Financial Impact: This action imposes no financial impact to the SANBAG Fiscal Year 2006-2007 budget. Any action relative to these proposals would be incorporated into the preparation of the 2007-2008 Budget.

Reviewed By: This item was reviewed by the Administrative Committee on November 8, 2006 and recommended for presentation to the Board of Directors on December 6, 2006.

Responsible Staff: Tony Grasso, Executive Director

*

Approved

Date: _____

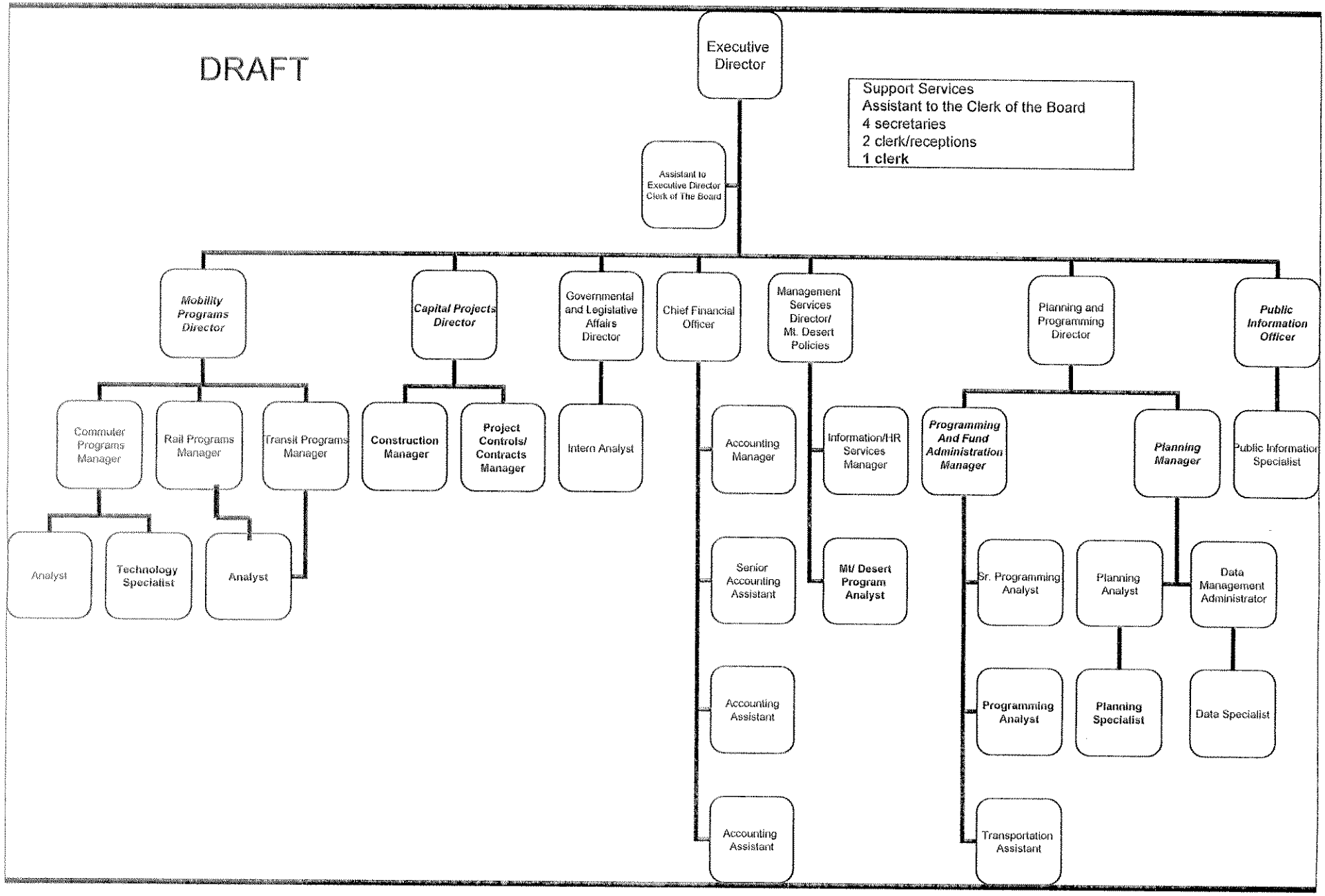
Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0612A-TG.DOC

Proposed Organization Chart 11/8/06



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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: December 6, 2006

Subject: Administrative Amendment to Contract No. 05-045 for Multi-County Goods Movement Action Plan Funding Agreement

Recommendation:* Note administrative amendment to Contract No. 05-045 with Orange County Transit Authority (OCTA), Riverside County Transportation Commission (RCTC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Southern California Association of Governments (SCAG) and San Bernardino Associated Governments (SANBAG) for the Multi-County Goods Movement Project

Background: In May 2005, the SANBAG Board of Directors approved a Funding Agreement among OCTA, RCTC, LACMTA, SCAG and SANBAG for the Multi-County Goods Movement Action Plan (McGMAP). On November 14, 2006, Executive Director Tony Grasso administratively approved this time-sensitive amendment to the McGMAP Funding Agreement among the County Transportation Commissions and SCAG to accept added funding from the San Diego Association of Governments, additional funding from a Caltrans State Planning and Research Grant, and added funding from the MTA to match the new state grant funds. The amendment has no effect on the McGMAP scope of work, nor does it modify SANBAG's financial commitment as reflected in the original agreement.

Financial Impact: This item has no financial impact on the Fiscal Year 2006-2007 budget.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD0612f-ty
11107000

Reviewed By: This item has not had prior policy committee review but has been reviewed by Counsel.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

BRD0612f-ty
11107000

SANBAG Contract No. 05-045-01

by and between

San Bernardino Associated Governments

and

Los Angeles County Metropolitan Transportation Authority (MTA), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), and Southern California Association of Governments (SCAG)

for

Regional Goods Movement Action Plan

FOR ACCOUNTING PURPOSES ONLY

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

Notes:

Original Contract:	$ 125,000	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
Contingency Amount:	$ _____	Current Amendment:	$ 0
		Current Amendment Contingency:	$ _____

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

Contract TOTAL → $ 125,000

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
11107000	5011	_____	LTF	$ 125,000
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____
_____	_____	_____	_____	$ _____

Original Board Approved Contract Date: _____	Contract Start: 5/04/05	Contract End: 12/31/07
New Amend. Approval (Board) Date: _____	Amend. Start: 12/06/06	Amend. End: 12/31/08

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: **Ty Schuiling**	Contract Manager: **Steve Smith**

Task Manager Signature Date Contract Manager Signature Date

Chief Financial Officer Signature Date

Filename: 0504501

Form 28 06/06

SOUTHERN CALIFORNIA

ASSOCIATION of GOVERNMENTS

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Imperial County: Victor Carrillo, Imperial County • Jon Edney, El Centro

Los Angeles County: Yvonne B. Burke, Los Angeles County • Zev Yaroslavsky, Los Angeles County • Jim Aldinger, Manhattan Beach • Harry Baldwin, San Gabriel • Paul Bowlen, Cerritos • Todd Campbell, Burbank • Tony Cardenas, Los Angeles • Stan Carroll, La Habra Heights • Margaret Clark, Rosemead • Gene Daniels, Paramount • Mike Dispenza, Palmdale • Judy Dunlap, Inglewood • Ray Gabelich, Long Beach • David Gafin, Downey • Eric Garcetti, Los Angeles • Wendy Greuel, Los Angeles • Frank Gurulé, Cudahy • Janice Hahn, Los Angeles • Isadore Hall, Compton • Keith W. Hanks, Azusa • Jose Huizar, Los Angeles • Tom LaBonge, Los Angeles • Paula Lantz, Pomona • Paul Nowatka, Torrance • Pam O'Connor, Santa Monica • Alex Padilla, Los Angeles • Bernard Parks, Los Angeles • Jan Perry, Los Angeles • Ed Reyes, Los Angeles • Bill Rosendahl, Los Angeles • Greig Smith, Los Angeles • Tom Sykes, Walnut • Paul Talbot, Alhambra • Mike Ten, South Pasadena • Tonia Reyes Uranga, Long Beach • Antonio Villaraigosa, Los Angeles • Dennis Washburn, Calabasas • Jack Weiss, Los Angeles • Herb J. Wesson, Jr., Los Angeles • Dennis Zine, Los Angeles

Orange County: Chris Norby, Orange County • Christine Barnes, La Palma • John Beauman, Brea • Lou Bone, Tustin • Art Brown, Buena Park • Richard Chavez, Anaheim • Debbie Cook, Huntington Beach • Leslie Daigle, Newport Beach • Richard Dixon, Lake Forest • Paul Glaab, Laguna Niguel • Marilynn Poe, Los Alamitos

Riverside County: Jeff Stone, Riverside County • Thomas Buckley, Lake Elsinore • Bonnie Flickinger, Moreno Valley • Ron Loveridge, Riverside • Greg Pettis, Cathedral City • Ron Roberts, Temecula

San Bernardino County: Gary Ovitt, San Bernardino County • Lawrence Dale, Barstow • Paul Eaton, Montclair • Lee Ann Garcia, Grand Terrace • Tim Jasper, Town of Apple Valley • Larry McCallon, Highland • Deborah Robertson, Rialto • Alan Wapner, Ontario

Ventura County: Judy Mikels, Ventura County • Glen Becerra, Simi Valley • Carl Morehouse, San Buenaventura • Toni Young, Port Hueneme

Orange County Transportation Authority: Lou Correa, County of Orange

Riverside County Transportation Commission: Robin Lowe, Hemet

Ventura County Transportation Commission: Keith Millhouse, Moorpark

October 25, 2006

Mr. Richard Marcus
Orange County Transportation Authority
550 S. Main St.
Orange, CA 92868

Ms. Stephanie Wiggins
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Mr. Steve Smith
San Bernardino Associated Governments
1170 West 3rd Street, 2nd FloorSan Bernardino, CA 92401

Ms. Michelle Smith
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-22-3
Los Angeles, CA 90012

Subject: Amendment 1: Funding Agreement for the Multi-County Goods Movement Project

Dear Colleagues:

As you know, the above referenced agreement requires an amendment to activate Option 1, which adds $250,000 in Caltrans State Planning & Research funding and $50,000 in local cash match provided by Los Angeles County Metropolitan Transportation Authority (MTA).

Enclosed are five copies of the amendment, each of which must be executed by each of the partner agencies. Once OCTA has signed all copies of the agreement, please overnight mail this packet to RCTC for signature. After signing all copies of the agreement, RCTC should overnight mail this packet to SANBAG, which in turn should sign and overnight mail it to MTA. After MTA has signed the documents, the packet should be overnight mailed to SCAG. Upon full execution of the agreement, SCAG will mail each commission one signed original. Should you have any questions, please contact Susan Youngs of my staff at (213)236-1833.

Thank you for your cooperation.

Sincerely,

Wayne Moore
Chief Financial Officer
Attachments
PC Doc #128636

AMENDMENT No. 1 TO FUNDING AGREEMENT NO. 05-167
(Agreement No. 05-25-536)

This Amendment No. 1 to Funding Agreement No. 05-167 (Agreement No. 05-25-536) (this "Amendment") is dated as of _____, 2006 by and among Los Angeles County Metropolitan Transportation Authority ("LACMTA"), Orange County Transportation Authority ("OCTA"), Riverside County Transportation Commission ("RCTC"), San Bernardino Associated Governments ("SANBAG"), and the Southern California Association of Governments ("SCAG").

RECITALS:

A. OCTA, RCTC, SANBAG, SCAG and LACMTA entered into that certain Funding Agreement No. 05-167 (Agreement No. 05-25-536) the "Existing Agreement"), which Existing Agreement provides for the development of a Multi-County Goods Movement Action Plan ("MCGMAP") to address goods movement issues in the Southern California region; and

B. The Existing Agreement provides for the right for SCAG to exercise an option to add additional work scope, as set forth in Exhibit C to the Existing Agreement (the "Exhibit C Option") provided SCAG provides an additional $200,000 and MTA provides an additional $50,000 in local cash match.

C. SCAG has notified LACMTA that it intends to exercise the Exhibit C Option and that SCAG intends to provide an additional $200,000 to LACMTA.

D. LACMTA desires to provide an additional $50,000 as local match for the Exhibit C Option.

E. LACMTA has entered into or plans to enter into an agreement with San Diego Association of Governments ("SANDAG") which will allow SANDAG to add additional work to the Consultant's contract described in the Existing Agreement by providing $125,000 to the LACMTA. This additional work shall be a stand alone scope of work which will study the development of a section in the MCGMAP for San Diego County.

F. As part of this agreement with SANDAG, LACMTA desires to allow SANDAG to participate in the MCGMAP Technical Advisory Committee and the MCGMAP Steering Committee and OCTA, RCTC, SANBAG, SCAG desire to allow SANDAG to participate in the MCGMAP Technical Advisory Committee and MCGMAP Steering Committee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. Section 1 of the Existing Agreement is hereby amended by adding new paragraph "f" as follows:

"f. SCAG hereby exercises Option 1 as described in paragraph 1d above. MTA shall amend the Consultant's contract to perform the services described in Exhibit C to the Statement of Work."

2. Section 2 of the Existing Agreement is hereby amended by deleting "December 31, 2007" and replacing it with "December 31, 2008".

3. Exhibit "B" to the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with Exhibit "B" attached hereto and incorporated by reference.

4. Section 3 of the Existing Agreement is hereby amended by adding new paragraph "h" as follows:

"h. SCAG shall provide $200,000 of the Option 1 funds identified in Exhibit "B" to LACMTA on a cost reimbursement basis. MTA shall submit Invoices to SCAG in accordance with Paragraph 1 of Exhibit 1. MTA shall provide the $50,000 local match to SCAG's $200,000 contribution towards Option 1, as described in Exhibit "B". This additional $250,000 funding shall be applied toward the Exhibit C Option."

5. Section 6 of the Existing Agreement is hereby amended by deleting paragraph "i" in its entirety and replacing it with paragraph "i" as follows:

"i. Notices: Any notice required or permitted under this FA, shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Mr. Roger Snoble
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-22-3
Los Angeles, CA 90012
Attention: Ms. Michelle Smith

Mr. Arthur T. Leahy
Chief Executive Officer
Orange County Transportation Authority
550 South Main St.
Orange, CA 92868
Attention: Mr. Richard Marcus

Mr. Eric Haley
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Ms. Stephanie Wiggins

Mr. Mark A. Grasso
Executive Director
San Bernardino Associated Governments
472 N. Arrowhead Ave.
San Bernardino, CA 92401
Attention: Mr. Steve Smith

Mr. Mark Pisano
Executive Director
Southern California Association of Governments
818 West Seventh St., 12th Floor
Los Angeles, CA 90017-3435
Attention: Mr. Danny Wu

6. OCTA, RCTC, SANBAG, SCAG and LACMTA shall permit SANDAG to participate in MCGMAP Technical Advisory Committee and the MCGMAP Steering Committee.

7. Except as expressly amended hereby, the Existing Agreement remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing Agreement that are not expressly amended by this Amendment shall remain unchanged by this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____
Roger Snoble
Chief Executive Officer

Date:_____

Approved as to form:

Raymond G. Fortner, Jr.
COUNTY COUNSEL

By:_____
Deputy

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By:_____
Mark Pisano
Executive Director

Date: 10/25/06

Approved as to form:

_____
Karen Tachiki
Chief Counsel

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: Arthur T. Leahy
Arthur T., Leahy
Chief Executive Officer

Date: 10-26-06

Approved as to form:

_____
Kennard R. Smart, Jr.
General Counsel

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____ Date: _____

Marion Ashley
Chair

Approved as to form:

_____

Steve DeBaun
Legal Counsel

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____ Date: _____

Mark A. Grasso
Executive Director

Approved as to form:

_____

Jean-Rene Basle
Counsel

Exhibit B
Agency Contributions

Exhibit B

Agency	Total Contribution	Percent Contributed	Notes
MTA	$250,000	19.61%	$125,000 local match for $300,000 SPR; $50,000 local match required for $200,000 under Option 1 below; $75,000 add'l local contribution, of which $25,000 will fund additional base contract work and up to $50,000 will fund Stakeholder Advisory Group facilitation and/or other services to be amended into the Consultant base contract.
OCTA	$125,000	9.80%	Local match for $300,000 SPR
RCTC	$125,000	9.80%	Local match for $300,000 SPR
SANBAG	$125,000	9.80%	Local match for $300,000 SPR
SCAG	$450,000	50.98%	$150,000 CPG; $300,000 SPR
Total Funding Available in FY 04-05	**$1,075,000**		
SCAG - Option 1 funding	$200,000	included in above SCAG %	$200,000 SPR Disretionary Grant
Total Project	**$1,275,000**		

Governments SANBAG Working Together

San Bernardino Associated Governments
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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **28**

Date: December 6, 2006

Subject: Annual Determination of Local Government Conformance to the Congestion Management Program (CMP)

Recommendation:* 1) Conduct a public hearing regarding whether local jurisdictions are conforming with the requirements of the CMP.

2) Find that the Cities of Adelanto, Loma Linda, Redlands, Rialto and the County of San Bernardino are not conforming with the requirements of the CMP.

3) Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3.

Background: Government Code Section 65089.3 requires Congestion Management Agencies to monitor implementation of all elements of the congestion management program. Annually, the agency shall determine if the county and the cities are conforming to the CMP, including, but not limited to, the following:

(1) Consistency with levels of service and performance standards, except as provided in subdivisions (b) and (c).

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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(2) Adoption and implementation of a program to analyze the impacts of land use decisions, including the estimate of the costs associated with mitigating these impacts.

All jurisdictions are in conformance with the CMP Monitoring and the traffic impact analysis requirements of the CMP, consistent with paragraph (1) above. Several jurisdictions have been requested to make adjustments to their monitoring materials submitted to the Congestion Management Agency (CMA), and the adjustments are forthcoming.

In November 2005, the Board of Directors amended the CMP to require local jurisdictions to implement a development mitigation program that generates the minimum fair share development mitigation requirements identified in the Nexus Study (Appendix K of the CMP) as a means of complying with the land use-transportation program of the CMP. The adoption, maintenance and reporting of a development mitigation program is a condition of compliance with the CMP as identified in paragraph (2) above.

As of late November, eleven jurisdictions have fully compliant development mitigation programs, and four additional jurisdictions have "conditionally compliant" programs. Conditionally compliant means that the jurisdiction must take one or more "cleanup" items to their city councils for approval within approximately one month following the November 2 due date. The compliant programs currently include:

1. Town of Apple Valley
2. City of Chino
3. City of Chino Hills
4. City of Colton
5. City of Fontana (conditional)
6. City of Grand Terrace
7. City of Hesperia (conditional)
8. City of Highland
9. City of Montclair
10. City of Ontario (conditional)
11. City of Rancho Cucamonga
12. City of San Bernardino
13. City of Upland
14. City of Victorville (conditional)
15. City of Yucaipa

The status of the other programs is as follows:

Adelanto—The City took their fees to Council on October 25, 2006 for the first reading. The second reading of the fee plan is scheduled for November 29, 2006.

Loma Linda— SANBAG staff has reviewed and commented on the draft material. City staff intends on taking the fee program for approval by its Council at the December 12, 2006 meeting.

Redlands—SANBAG staff has reviewed draft materials. The City will take their program before Council for its first reading on December 5, 2006. The second reading is scheduled for December 19, at which time the fees are anticipated to be adopted.

Rialto—SANBAG staff has reviewed and commented on the draft material. City staff presented an initial report on the fee program to Council on October 17, 2006 and intends to take the fees before Council for adoption on December 19, 2006.

San Bernardino County—County staff intends to take their program before the Board of Supervisors for the first reading and public hearing on November 28, 2006 and to the Board of Supervisors for the second public hearing and adoption on December 5, 2006.

Chapter 1 of the CMP references relevant State law regarding a finding of nonconformance and provides the process for withholding Section 2105 gas tax dollars. The "agency" in State law refers in this case to SANBAG as the designated CMA. Chapter 1 states,

"(a) If the agency determines, following a noticed public hearing, that a city or county is not conforming with the requirements of the congestion management program, the agency shall notify the city or county in writing of the specific areas of nonconformance. If, within 90 days of the receipt of the written notice of nonconformance, the city or county has not come into conformance with the congestion management program, the governing body of the agency shall make a finding of nonconformance and shall submit the finding to the commission and to the Controller.

(b) (1) Upon receiving notice from the agency of nonconformance, the Controller shall withhold apportionments of funds required to be

apportioned to that nonconforming city or county by Section 2105 of the Streets and Highways Code.

(2) If, within the 12-month period following the receipt of a notice of nonconformance, the Controller is notified by the agency that the city or county is in conformance, the Controller shall allocate the apportionments withheld pursuant to this section to the city or county.

(3) If the Controller is not notified by the agency that the city or county is in conformance pursuant to paragraph (2), the Controller shall allocate the apportionments withheld pursuant to this section to the agency.

(c) The agency shall use funds apportioned under this section for projects of regional significance which are included in the capital improvement program required by paragraph (5) of subdivision (b) of Section 65089, or in a deficiency plan which has been adopted by the agency. The agency shall not use these funds for administration or planning purposes."

Staff is working diligently with local jurisdiction staffs to maximize the likelihood of compliance on the part of all the local jurisdictions, within the bounds of the language of the Measure I 2010-2040 ordinance. Most of the remaining jurisdictions are working to adopt their development mitigation programs prior to the December 6, 2006 meeting of the Board of Directors. As the list of compliant programs changes prior to the December Board of Directors meeting, revised material will be provided. Jurisdictions that do not have compliant development mitigation programs adopted by their city councils by the December 6 Board meeting will be referenced as out of conformance with the CMP at the public hearing to be held on December 6. The excellent work of all the jurisdictions in proceeding with their development mitigation programs should be acknowledged. Even those that have not fully complied with the program as yet have been making good faith efforts to do so, and SANBAG staff does not expect that the State Controller will need to be contacted to withhold gas tax dollars for any of the jurisdictions.

Financial Impact: This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on November 15, 2006.

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Responsible Staff: Ryan Graham, Transportation Planning Specialist
Steve Smith, Principal Transportation Analyst
Ty Schuiling, Director of Planning and Programming

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **29**

Date: December 6, 2006

Subject: Regional Housing Needs Assessment Status

Recommendation:* Information Only.

Background: Development of the 2007 Regional Housing Needs Assessment (RHNA) by SCAG has begun, and is scheduled to result in production of draft housing needs numbers for each jurisdiction in the region by December. This item presents a brief description of the RHNA, and a discussion of the policy issues that are under consideration, with outcomes that are likely to affect SANBAG member jurisdictions.

State law requires that jurisdictions provide their fair share of regional housing needs. The California Department of Housing and Community Development (HCD) is mandated to determine the state-wide housing need. In cooperation with HCD, SCAG is charged with making a determination of the region's existing and projected housing need as a share of the state-wide housing need. The RHNA is not a mandate to construct the full number of housing units assigned a region; the RHNA housing allocation process sets two important parameters for future planning:

- Short-term Housing Construction Needs

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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- Fair Share Distribution of Housing Needs Among Income Groups

These housing construction need targets obligate a region to make a "good faith effort" to ensure the following:

- Adequate residential land use allocation on the land use policy map to accommodate the RHNA housing needs, and that the Zoning Ordinance is permissive with respect to allowing construction of a variety of housing types to meet the special needs of the population.

- Focus of available housing resources to meet the needs of the very low- and low-income housing needs.

- Exercise of authority to remove barriers or legal constraints to the construction of affordable housing.

In the past, this housing need determination has not been formally linked to the regional growth forecast used for transportation and air quality plans. In this RHNA cycle, one forecast will be used for both the RHNA and the next Regional Transportation Plan. The last RHNA covered the period January 1, 1998 through June 30, 2005. This RHNA will extend to 2014, and the growth forecast on which it will be based extends to 2035 for use in the next RTP. This means that the forecast that serves as a basis for determining RHNA housing need also reflects SCAG's COMPASS "smart growth" policies (for which the current Regional Transportation Plan [RTP] takes air quality credit) that may be inconsistent with current local general plans. This issue was discussed at SCAG's November 7, 2006 Integrated Growth Forecast Workshop at SANBAG. Staff will brief the committee on those proceedings.

Whereas the growth forecast typically contains estimates of future population, households (occupied housing units) and employment, the RHNA requires definition of the housing construction need as well. This is calculated from the forecast of occupied units, with consideration for replacement need (replacement of existing units that are lost to the housing stock for some reason), and an adjustment for vacancy rates.

The housing construction need is also divided among four household income categories: very low (households making less than 50 percent of median family

income), low (50-80 percent of median family income), moderate (80-120 percent of median family income), and above moderate (more than 120 percent of median family income). The intent of the future needs allocation by income groups is to relieve the undue concentration of very low and low income households in a single jurisdiction, and to help allocate resources in a fair and equitable manner.

AB2158 (Lowenthal, 2004) added language to statute that specifies issues to be considered in defining the construction need:

(d) To the extent that sufficient data is available from local governments pursuant to subdivision (b) or other sources, each council of governments, or delegate subregion as applicable, shall include the following factors to develop the methodology that allocates regional housing needs:

(1) Each member jurisdiction's existing and projected jobs and housing relationship.

(2) The opportunities and constraints to development of additional housing in each member jurisdiction, including all of the following:

(A) Lack of capacity for sewer or water service due to federal or state laws, regulations or regulatory actions, or supply and distribution decisions made by a sewer or water service provider other than the local jurisdiction that preclude the jurisdiction from providing necessary infrastructure for additional development during the planning period.

(B) The availability of land suitable for urban development or for conversion to residential use, the availability of underutilized land, and opportunities for infill development and increased residential densities. The council of governments may not limit its consideration of suitable housing sites or land suitable for urban development to existing zoning ordinances and land use restrictions of a locality, but shall consider the potential for increased residential development under alternative zoning ordinances and land use restrictions.

(C) Lands preserved or protected from urban development under existing federal or state programs, or both, designed to protect open space, farmland, environmental habitats, and natural resources on a long-term basis.

(D) County policies to preserve prime agricultural land, as defined pursuant to Section 56064, within an unincorporated area.

(3) The distribution of household growth assumed for purposes of a comparable period of regional transportation plans and opportunities to maximize the use of public transportation and existing transportation infrastructure.

(4) The market demand for housing.

(5) Agreements between a county and cities in a county to direct growth toward incorporated areas of the county.

(6) The loss of units contained in assisted housing developments, as defined in paragraph (8) of subdivision (a) of Section 65583, that changed to non-low-income use through mortgage prepayment, subsidy contract expirations, or termination of use restrictions.

(7) High housing costs burdens.

(8) The housing needs of farmworkers.

(9) Any other factors adopted by the council of governments.

(e) The council of governments, or delegate subregion, as applicable, shall explain in writing how each of the factors described in subdivision (d) was incorporated into the methodology and how the methodology is consistent with subdivision (d) of Section 65584. The methodology may include numerical weighting.

(f) Any ordinance, policy, voter-approved measure, or standard of a city or county that directly or indirectly limits the number of residential building permits issued by a city or county shall not be a justification for a determination or a reduction in the share of a city or county of the regional housing need.

(g) In addition to the factors identified pursuant to subdivision (d), the council of governments, or delegate subregion, as applicable, shall identify any existing local, regional, or state incentives, such as a priority for funding or other incentives available to those local governments that are willing to accept a higher share than proposed in the draft allocation to those local governments by the council of governments or delegate subregion pursuant to Section 65584.05.

(h) Following the conclusion of the 60-day public comment period described in subdivision (c) on the proposed allocation methodology, and after making any revisions deemed appropriate by the council of governments, or delegate subregion, as applicable, as a result of comments received during the public comment period, each council of governments, or delegate subregion, as applicable, shall adopt a final regional, or subregional, housing need allocation

methodology and provide notice of the adoption of the methodology to the jurisdictions within the region, or delegate subregion as applicable, and to the department.

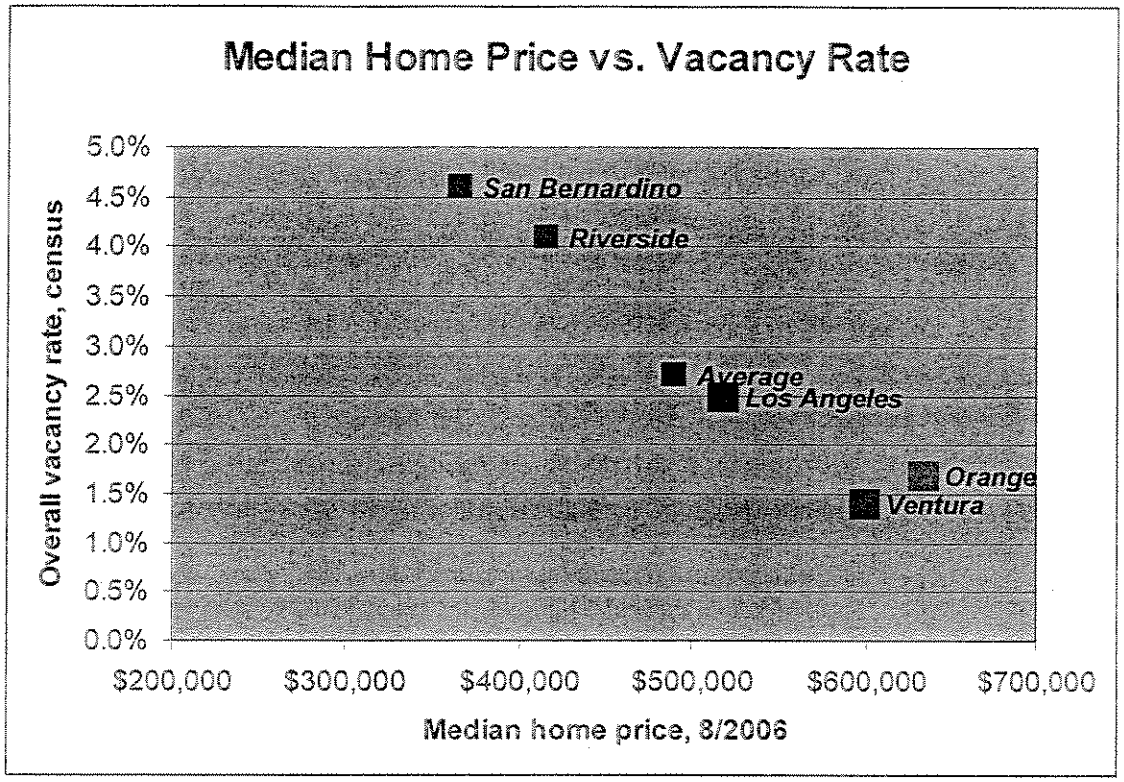
The housing need methodology for the 2007 RHNA has been under development for approximately two months under the auspices of the RHNA Subcommittee of SCAG's Community Economic and Human Development (CEHD) Policy Committee. Council Member Tim Jasper of the Town of Apple Valley was San Bernardino County's representative on the subcommittee, with Council Member Larry McCallon of the City of Highland serving as alternate. Key recommendations from the committee included use of a vacancy rate adjustment that is constant across the region instead of acceptance of high levels inland and low levels in the coastal counties, and a more aggressive fair share allocation adjustment ("110%") than has been used in the past to reduce impaction in communities with very high concentrations of low income housing.

Both recommendations are significant. Simple market economics says that high prices are a typical response to demand in excess of supply, and in the housing market, vacancy rates are an indicator of the amount of supply that is "on the market" at the time. Lack of supply relative to demand tends to push prices upward and oversupply tends to cause prices to fall. Below are data on housing prices and vacancy rates by county. The median home price data are from DataQuick, August 2006. The vacancy rate data are from the federal census.

Table 4 - Comparison of Current Home Price with Census Vacancy Rate

	Median home price	Owner-occ. vacancy	Renter vacancy	Overall vacancy
Los Angeles	$517,000	1.6%	3.3%	2.5%
Orange	$633,000	0.9%	2.9%	1.7%
Riverside	$415,000	2.5%	7.2%	4.1%
San Bernardino	$365,000	3.1%	7.3%	4.6%
Ventura	$598,000	0.9%	2.6%	1.4%
Average	$489,000	1.7%	3.8%	2.7%

The correlation between high housing prices and low vacancy rates, for both owner-occupied and rental homes, is striking. The strength of the correlation is even more obvious when seen graphically; note the linearity of the relationship between median home price and overall vacancy rate.



The statistical correlation between median home price and vacancy rate at the county level is excellent. The r-squared value (correlation coefficient) in this case, which can be interpreted as the proportion of the variance in the vacancy rate that can be attributed to the variance in the median home price, is 0.9592, with 1.0 representing a perfect correlation. Variations exist at the individual jurisdiction level so that adjustments may be appropriate but clearly, a housing need methodology that accepts vacancy rates under two percent in the higher cost counties, but calls for vacancy rates of more than four percent in the lower cost counties, would make no sense if affordability and access to housing near jobs are program objectives. Use of a constant vacancy rate across counties, however, effectively increases the construction need in the high cost, low vacancy counties, and relaxes construction requirements in low cost, higher vacancy counties.

The fair share allocation adjustment is designed to reduce impaction in communities with very high concentrations of low income housing in relation to the countywide proportion of low income housing. Past RHNAs have gone no further than to say that the new construction needed during the RHNA period should mirror the countywide distribution (e.g., if 40% of units are low income

countywide but 60% of a particular jurisdiction's units are low income, only 40% of the new construction need for that jurisdiction would be required to be low income). This has been called "100% of the way," meaning that the low income portion of the jurisdiction's construction need is "all the way" to the countywide distribution. It has been recognized, however, that while "100% of the way" sounds like an aggressive move toward housing equity, at that rate the impacted jurisdiction would never reach the countywide proportion of low income housing! Because of this, the CEHD RHNA subcommittee recommended the "110%" strategy, meaning that the low income proportion of the construction need would actually be less than the countywide average, such that over a number of RHNA cycles the jurisdiction's housing stock distribution would converge with the countywide distribution.

However, a more serious unresolved issue with the methodology is related to reliance on county median household income to define both the fair share distribution and the affordability thresholds for very low, low, and moderate income housing for each county. The SCAG Region's four largest counties comprise a regional housing market. Within that area, a substantial average household income disparity exists between the high-income Orange County, and the relatively low-income Los Angeles, Riverside, and San Bernardino Counties.

Table 1 - County Median Income (2005, American Community Survey)

Imperial	Los Angeles	Orange	Riverside	San Bernardino	Ventura	Region
$35,533	$48,248	$65,953	$52,253	$49,026	$66,859	$52,531

The disparities among county median incomes are not simply a reflection of different types of jobs. In this four county area, the disparities are also a reflection of the high cost of housing in Orange County that forces many of the low and moderate income workers employed there to live in the adjacent lower cost counties. The inability of many low and moderate income workers employed in Orange County to live there means that they are ignored for purposes of calculation of Orange County's median income, but contribute to the calculation of the lower median incomes of the adjacent counties.

When these disparate county median incomes are then used in the RHNA process to define housing affordability thresholds for each county, the result is that units qualify as "affordable" in housing-impacted Orange County when they are in fact substantially more expensive than "affordable" units in the adjacent housing-rich counties. For example, based on the county median household incomes shown above, a "low income" unit in Orange County can cost as much as $219,000,

while the most expensive "low income" unit in Los Angeles County would sell for about $160,000. Such a system actually promotes and institutionalizes job/housing imbalance and inequity among counties in direct contradiction to the stated intent of housing law. This concern was raised by SANBAG delegates to SCAG at the November meeting of the Community Economic and Human Development Committee. Staff will report on the status of efforts to address this issue at the meeting.

Following scheduled approval by SCAG of housing needs numbers for each jurisdiction in December, a process of interjurisdictional trades, transfers, and appeals is envisioned, leading to final RHNA adoption in June or July of 2007.

Financial Impact: This item has no direct impact on the approved Fiscal Year 2006-2007 SANBAG Budget at this time.

Reviewed By: This item was reviewed by the Plans and Programs Policy Committee on November 15, 2006. *(Meeting chaired by Paul Eaton)*

Responsible Staff: Ty Schuiling, Director of Planning and Programming

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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: 30

Date: December 6, 2006

Subject: Candidate Projects for Corridor Mobility Improvement Account Funding

Recommendation:* Receive report.

Background: Proposition 1B, approved by the voters of California in November 2006, provides for about $19.9 billion in additional transportation funding within California. Of this total, $4.5 billion is for the Corridor Mobility Improvement Account (CMIA). Attachment 1 contains a summary of the entire set of Proposition 1B programs. Program eligibility requirements are described in the guidelines as follows:

A CMIA project must be on the state highway system or on a major access route to the state highway system on the local road system. The California Transportation Commission (CTC) must also find that:

- The project either (1) reduces travel time or delay, (2) improves connectivity of the state highway system between rural, suburban, and urban areas, or (3) improves the operation or safety of a highway or road segment.
- The project improves access to jobs, housing, markets, and commerce.
- The project can commence construction no later than December 31, 2012.

Under the Bond Act, the CTC may not program a project unless it is nominated by either or both Caltrans and a regional agency. Projects will be programmed according to the same project components used for the STIP—(1) environmental and permits, (2) plans, specifications, and estimates, (3) right-of-way, and (4) construction.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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The CTC's general expectation is that each CMIA project will have a full funding commitment through construction, either from the CMIA alone or from a combination of CMIA and other state, local, or federal funds. The Commission expects the CMIA program to include, though not necessarily be limited to:

- Traffic system management elements, including traffic detection equipment.
- Ramp metering and other operational improvements.
- New traffic lanes to add capacity.
- New or improved alignments for access control, including the conversion of conventional highways to expressway or expressways to freeways.

The CTC expects the inclusion of an interchange project in the CMIA program to be based on the contribution of the interchange to the improvement of traffic flow in a highly congested urban corridor or to the provision of new access control in an interregional corridor. The CTC also expects Caltrans and regional agencies to preserve the mobility gains of urban corridor capacity improvements over time and to describe how they intend to do so in project nominations through a Corridor System Management Plan, which may include the installation of traffic detection equipment, the use of ramp metering, operational improvements, and other traffic management elements as appropriate.

The CTC will adopt an initial CMIA program of projects by March 1, 2007. The initial CMIA program will include only projects that are nominated by Caltrans or by a regional agency no later than January 16, 2007. Between March 1, 2007 and the adoption of the first program update (in conjunction with the 2008 STIP), the CTC may amend the initial CMIA program, but will do so only for projects that were nominated for the initial program by January 16, 2007. The consideration of programming for projects not nominated for the initial program will await the first full program update in 2008.

Project selection will be based on a detailed benefit/cost analysis and qualitative prioritization by Caltrans and regional agencies such as SANBAG. SANBAG and Caltrans District 8 have worked closely to identify the universe of projects that produce large mobility benefits to the state highway system and can assuredly go to construction within five years. For each of these, project descriptions, cost estimates, benefit/cost analyses, and corridor management plans needed to comprise a complete, competitive submittal to the CTC by the mid-January deadline are in preparation. Staff will brief the Board on the status of this work at the meeting.

Financial Impact: This item has no direct impact on the approved Fiscal Year 2006-2007 SANBAG Budget. Success in the competitive CMIA process can, however, contribute significantly to successful delivery of the Measure I 2010-2040 Valley Freeway, Valley Freeway Interchange, and Victor Valley Major Local Streets programs.

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

Responsible Staff: Ty Schuiling, Director, Planning and Programming

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Attachment 1

Proposition 1B - Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.

$2 billion for the Local Street and Road Improvement, Congestion Relief, and Traffic Safety Account	Appropriated to the Controller, upon approval by Legislature, likely through state's annual budget bill to fund improvements to local transportation facilities that will repair and rehabilitate local streets and roads, reduce local traffic congestion, improve traffic flow, or increase traffic safety.	The League is drafting legislation with the California State Association of Counties to allocate $1 billion each for cities and counties over five years beginning in FY 07-08.
$4.5 billion to the Corridor Mobility Improvement Account	Funds must be appropriated to the California Transportation Commission (CTC) through state's annual budget bill to relieve congestion by expanding capacity, enhancing operations, and improving travel times in high congestion travel corridors. The CTC must adopt guidelines for project selection criteria to receive these funds. CTC will fund projects based on meeting guidelines for projects nominated by Caltrans, regional transportation agencies and county transportation authorities and commissions.	The CTC project guidelines for the Corridor Mobility Improvement Account were adopted November 8, 2006. Project nominations must be submitted to the CTC by January 16, 2007. The CTC will adopt an initial program to receive funding by March 1, 2007.
$1 billion for improvements to State Route 99 traversing approximately 400 miles of the Central Valley.	Funds must be appropriated to Caltrans through the state's annual budget bill.	When available, Caltrans will allocate this money for safety, operational enhancements, rehabilitation, or capacity improvements on the State Route 99 corridor.
$3.1 billion for the California Ports Infrastructure, Security, and Air Quality Improvement Act.	Funds must be appropriated to the California Transportation Commission (CTC) through state's annual budget bill for infrastructure improvements to seaports, land ports of entry and airports, to relieve traffic congestion along major trade corridors, and to improve freight rail facilities to enhance the movement of goods from port to marketplace. Program guidelines subject to conditions and criteria established by the Legislature.	Program guidelines have not been determined. The CTC has held listening session with stakeholders around the state to determine how this program is going to work. To date, a consistent vision has not been established. Legislation to establish the program is likely needed to further define the program.

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	Appropriated upon approval by Legislature, likely through state's annual budget bill to reduce children's exposure to diesel emissions.	It is unknown at this time how this program will be administered. The allocation process will be determined by legislative statutes
$2 billion for projects in the State Transportation Improvement Program (STIP).	Appropriated to the CTC, upon approval by Legislature, likely through state's annual budget bill. Funds will be allocated for projects based on existing formula.	The CTC has stated that they would like this funding available immediately, but don't want to program it all at one time. The CTC may ask the Legislature to appropriate the funds on an on-going basis as projects are ready to be funded.
$1 billion for the State-Local Partnership Program Account	Appropriated upon approval by Legislature, likely through state's annual budget bill. Requires legislation to implement and adopt program guidelines. This program requires a dollar for dollar match of local funds.	The CTC has held meetings with a working group of stakeholders to establish what this program will look like. The guidelines are still being developed, but the CTC hopes to have them clarified by January.
$4 billion for the Public Transportation, Modernization, Improvement and Service Enhancement Account	Appropriated to Caltrans and Controller upon approval by Legislature, likely through state's annual budget bill for capital improvements and fleet expansion to enhance public transit, intercity and commuter rail, and waterborne transit.	Funds allocated directly to transit operators under existing formula (STA).
$1 billion for the Transit System Safety, Security and Disaster Response Account	Appropriated upon approval by Legislature, likely through state's annual budget bill, for capital projects that provide increased protection against a security and safety threat and increase the capacity of transit operations to move people, goods and emergency personnel, and equipment in the preparation for and the aftermath of a disaster.	It is unknown at this time how this program will be administered. The allocation process will be determined by legislative statutes.

$125 million for the Local Bridge Seismic Retrofit Account	Appropriated to Caltrans upon approval by Legislature, likely through state's annual budget bill.	Local agencies should work with Caltrans to access these funds, which will be used for the required 11.5 percent match for federal Highway Bridge Replacement and Repair funds for seismic work on local bridges, ramps and overpasses.
$750 million for the Highway Safety, Rehabilitation and Preservation Account (SHOPP)	Appropriated upon approval by Legislature, likely through state's annual budget bill for highway safety, rehabilitation, and pavement preservation projects, including $250 million for traffic light synchronization projects or other technology-basedimprovements to improve safety operations and the capacity of local streets and roads.	Allocated per existing SHOPP process. Caltrans will develop a program to fund traffic light synchronization or other technology based improvements on local system.
$250 million for the Highway-Railroad Crossing Safety Account	Appropriated to Caltrans upon approval by Legislature, likely through state's annual budget bill for the completion of high priority grade separation and railroad crossing safety improvements.	$150 million of this fund will be allocated per current statute, except that a dollar for dollar match of non-state funds is required. Of the $250 million, the CTC will allocate $100 million in consultation with the High-Speed Rail Authority.

Governments SANBAG Working Together

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TRANSPORTATION MEASURE X

■ 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: **31**

Date: December 6, 2006

Subject: Award Construction Contract No. C07095 for Interstate 215 5th Street Overcrossing Construction

Recommendation:* Award Construction Contract No. C07095 to Atkinson Construction for Interstate 215 5th Street Overcrossing Construction

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 the Interstate 215 5th Street Overcrossing on November 16, 2006. This project is the first phase of a multi-segment widening of Interstate 215 through the city of San Bernardino The project includes the construction of a new six lane bridge over both the Interstate 215 Freeway and the BNSF railroad tracks and various local roadway improvements that tie in to the new bridge. Eventually I-215 freeway on and off ramps will connect directly to this new bridge. The engineer's construction cost estimate is approximately $19.9 million. With supplemental items, agency furnished items and contingency the total project is estimated at $23.4 million.

SANBAG received seven (7) bids from prime contractors ranging from a low of $16,653,245.50 to a high of $19,564,662. Please see attachment "A" for a list of the contractors and bid amount. The low bid was submitted by Atkinson Construction and does not include supplemental and contingency costs.

*

Approved
Board of Directors

Date: December 6, 2006

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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The total award amount of $19,142,650.05 includes the bid items, supplemental funds, contingency funds, and funds for agency furnished materials. A breakdown of these costs is included as Attachment "B". This amount is approximately $4.26 million or 18% under the Engineer's Estimate for the total cost of the project.

As of the preparation of this agenda item, SANBAG staff was reviewing the bid documents submitted by Atkinson to ensure "responsiveness" and after preliminary review all paperwork looks to be in order. If necessary, staff will provide supplemental information related to "responsiveness" to the Board at the Meeting of December 6, 2006.

Financial Impact: The SANBAG 2006/07 Budget task number 83807000 (I-215 Construction) includes budgeted funding for Highway Construction to fund this construction contract for the 2006/07 fiscal year. Thereafter, as a multi-year contract, staff will budget new funding each year to fund the anticipated construction costs for the given fiscal year.

Financial Impact: The award of a construction contract for this project is an anticipated expenditure in the FY 2006/07 Budget. TN 83807000.

Reviewed By: This item is being presented directly to the Board for approval on December 6, 2006.

Responsible Staff: Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C07095
by and between
San Bernardino County Transportation Authority
and
Atkinson Contractors, LP
for
Construction of I-215 Fifth Street Overcrossing

FOR ACCOUNTING PURPOSES ONLY

☒ Payable ☐ Receivable	Vendor Contract # _____ Vendor ID _____	Retention: ☒ Yes 10 % ☐ No	☒ Original ☐ Amendment

Notes:

Original Contract:	$ 16,653,245.50	Previous Amendments Total:	$ _____
		Previous Amendments Contingency Total:	$ _____
		Current Amendment:	$ _____
Contingency Amount:	$ 2,489,404.55	Current Amendment Contingency:	$ _____

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

Contract TOTAL ➔ $ **19,142,650.05**

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

Task	Cost Code	Funding Sources	Grant ID	Amounts
838CZZ07	5554	TCRP	_____	$ 5,142,650.05
838CZZ08	5554	TCRP	_____	$ 7,000,000.00
838CZZ09	5554	TCRP	_____	$ 5,754,343.00
838CZZ10	5554	BNSF	_____	$ 1,245,657.00

Original Board Approved Contract Date: 12/6/06 12/06/06 Contract End: 12/31/09
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 $ 5,142,650.05	**Future Fiscal Year(s) – Unbudgeted Obligation ➔**	$ 14,000,000.00

Is this consistent with the adopted budget? ☒Yes ☐No
If yes, which Task includes budget authority? 838CZZ07
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: **Andrea Nieto**

11-27-06
Task Manager Signature Date Contract Manager Signature Date

11/27/06
Chief Financial Officer Signature Date

Filename: C07095-das.doc

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
I-215 Fifth Street Overcrossing
In the City of San Bernardino, California
Bridge and Highway Construction
Contract No.: C07-095
Bid Opening: November 16, 2006

THIS AGREEMENT, made and concluded, in duplicate, _December 6, 2006_____between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), and

_Atkinson Contractors, LP_____ (referred to hereinafter as "Contractor").

ARTICLE I.---WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by AUTHORITY, 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 AUTHORITY, 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 AUTHORITY, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of AUTHORITY, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with Caltrans Department of Transportation Standard Plans, dated July 2004, the Standard Specifications, dated July 1999 and all related updates, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said 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 Proposal and Contract (dated October 12, 2006), Special Provisions (dated October 12, 2006) and on project plans (dated June 9, 2006) for the work are entitled:

CONSTRUCTION OF
I-215 FIFTH STREET OVERCROSSING
IN THE CITY OF SAN BERNARDINO, CALIFORNIA
BRIDGE AND HIGHWAY CONSTRUCTION

ARTICLE II.---AUTHORITY 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 AUTHORITY, 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:

SCHEDULE A – BID LIST

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ITEM TOTAL
1	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM	7,500 -	7,500 -
2	071322	TEMPORARY FENCE (TYPE CL-1.8)	M	63	20 -	1,260 -
3	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	12,400 -	12,400 -
4	074020	WATER POLLUTION CONTROL	LS	LUMP SUM	5,000 -	5,000 -
5	074025	TEMPORARY SOIL STABILIZER	KG	11	200 -	2,200 -
6	074029	TEMPORARY SILT FENCE	M	1050	10 -	10,500 -
7	074031A	TEMPORARY DRAINAGE INLET PROTECTION	EA	8	400 -	3,200 -
8	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	4	7,000 -	28,000 -
9	074041	STREET SWEEPING	LS	LUMP SUM	100,000 -	100,000 -
10 (S)	120090	CONSTRUCTION AREA SIGNS	LS	1	200,000	200,000 -
11 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	1	200,000 -	200,000 -
12	120116	TYPE II BARRICADE	EA	9	30 -	270 -
13	120120	TYPE III BARRICADE	EA	66	85 -	5,610 -
14 (S)	120152	TEMPORARY PAVEMENT MARKING (PAINT)	M2	140	80 -	11,200 -
15 (S)	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	10200	1.25	12,750 -
16	120165	CHANNELIZER (SURFACE MOUNTED)	EA	1550	30 -	46,500 -
17	120300	TEMPORARY PAVEMENT MARKERS	EA	1500	4 -	6,000 -
18	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	5 8	10,000 -	80,000 -
19	129000	TEMPORARY RAILING (TYPE K)	M	3300	45 -	148,500 -
20 (S)	129110	TEMPORARY CRASH CUSHION MODULE	EA	174	200 -	34,800 -
21	150657A	REMOVE CHAIN LINK FENCE AND METAL RAILING	M	610	30 -	18,300 -

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ITEM TOTAL
22	150662	REMOVE METAL BEAM GUARD RAIL	M	52	38 -	1,976 -
23	150701	REMOVE YELLOW PAINTED TRAFFIC STRIPE	M	2300	3 52	8,050 -
24	150710A	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	M	7080	8 -	54,640 -
25	150742	REMOVE ROADSIDE SIGN	EA	5	175 -	875 -
26	150760A	REMOVE OVERHEAD SIGN (LIGHTWEIGHT)	EA	1	4,500 -	4,500 -
27	150760B	REMOVE OVERHEAD SIGN (BRIDGE MOUNTED)	EA	2	5,000 -	10,000 -
28	150803	REMOVE DRAINAGE FACILITIES	LS	1	7,000 -	7,000 -
29	150846	REMOVE CONCRETE PAVEMENT	M2	490	30 -	14,700 -
30	150860	REMOVE BASE AND SURFACING	M2	9270	4 -	37,080 -
31	152390	RELOCATE ROADSIDE SIGN	EA	9	300 -	2,700 -
32	152402	ADJUST WATER VALVE COVER TO GRADE	EA	3	1,200 -	3,600 -
33	152475	ADJUST SEWER MANHOLE	EA	2	1,200 -	2,400 -
34	153216A	REMOVE CONCRETE CURB, GUTTER, CROSS GUTTER AND SIDEWALK	M	840	25 -	21,000 -
35	157551	BRIDGE REMOVAL, LOCATION A	LS	1	110,000 -	110,000 -
36	157552	BRIDGE REMOVAL, LOCATION B	LS	1	330,000 -	330,000 -
37	160101	CLEARING AND GRUBBING	LS	LUMP SUM	10,000 -	10,000 -
38	170101	DEVELOP WATER SUPPLY	LS	LUMP SUM	10,000 -	10,000 -
39	190101	ROADWAY EXCAVATION	M3	10850	25 -	271,250 -
40	190108	ROADWAY EXCAVATION (TYPE Y-1) (AERIALLY DEPOSITED LEAD)	M3	810	15 -	12,150 -
41	190110	LEAD COMPLIANCE PLAN	LS	1	5,000 -	5,000 -
42 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	3120	95 -	296,400 -
43 (F)	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	410	35 -	14,350

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ITEM TOTAL
44 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	1600	100 -	160,000 -
45 (F)	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	350	60 -	21,000 -
46	194001	DITCH EXCAVATION	M3	344	30 -	10,320 -
47	198050	EMBANKMENT	M3	53000	25 -	1,325,000 -
48 (S)	200114(A)	ROCK BLANKET (TYPE 1)	M2	360	100 -	36,000 -
49 (S)	203001	EROSION CONTROL BLANKET	M2	420	5 -	2,100 -
50 (S)	203003	STRAW (EROSION CONTROL)	TONNE	8	800 -	6,400 -
51 (S)	203014	FIBER (EROSION CONTROL)	KG	1550	1 75	2,712 50
52 (S)	203045	PURE LIVE SEED	KG	60	85 -	5,100 -
53 (S)	203061	STABILIZING EMULSION	KG	350	5 -	1,750 -
54 (S)	208304	40 mm WATER METER	EA	4	3,800 -	15,200 -
55	208434	40 mm BACK FLOW PREVENTER ASSEMBLY	EA	4	750 -	3,000 -
56	208421	BACK FLOW PREVENTER ASSEMBLY ENCLOSURE	EA	4	2,500 -	10,000 -
57	208490	40 mm GATE VALVE	EA	4	300 -	1,200 -
58	208743	250 MM CORRUGATED STEEL PIPE CONDUIT (1.63 MM THICK)	M	10	250 -	2,500 -
59	260201	CLASS 2 AGGREGATE BASE	M3	3700	60 -	222,000 -
60	390102	ASPHALT CONCRETE (TYPE A)	TONNE	6100	85 -	518,500 -
61	394040	PLACE ASPHALT CONCRETE DIKE (TYPE A)	M	25	100 -	2,500 -
62	490505	FURNISH STEEL PILING (HP 250 X 62)	M	620	65 -	40,300 -
63 (S)	490506	DRIVE STEEL PILE (HP 250 X 62)	EA	32	900 -	28,800 -
64	490511	FURNISH STEEL PILING (HP 250.X 85)	M	9160	85 -	778,600 -
65 (S)	490512	DRIVE STEEL PILE (HP 250 X 85)	EA	444	900 -	399,600 -

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ITEM TOTAL
66 (S)	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1	285,000	285,000
67 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	680	400	272,000
68 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	4840	785	3,799,400
69 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	94	850	79,900
70 (F)	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	M3	225	750	168,750
71 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	380	750	285,000
72 (F)	511064	FRACTURED RIB TEXTURE	M2	420	50	21,000
73 (S)	519127	JOINT SEAL ASSEMBLY (MR 90 MM)	M	76	440	33,440
74 (F,S)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	943330	2.10	1,980,993
75 (F,S)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	7025	2.20	15,455
76 (F,S)	520110	BAR REINFORCING STEEL (EPOXY COATED) (BRIDGE)	KG	15300	5	76,500
77 (F)	560203	FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	KG	2209	10	22,090
78 (F,S)	560204	INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	KG	2209	4	8,836
79 (F)	560208	FURNISH SIGN STRUCTURE (TUBULAR)	KG	28839	6	173,034
80 (F,S)	560209	INSTALL SIGN STRUCTURE (TUBULAR)	KG	28839	1	28,839
81	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM TYPE A)	M2	33	170	5,610
82	560238	FURNISH SINGLE SHEET ALUMINUM SIGN PANEL (1.6 MM UNFRAMED)	M2	9	120	1,080
83 (S)	561013	1524 MM CAST-IN-DRILLED HOLE CONCRETE PILE (SIGN FOUNDATION)	M	8	4,000	32,000
84	566011	ROADSIDE SIGN - ONE POST	EA	25	350	8,750
85	566012	ROADSIDE SIGN - TWO POST	EA	2	650	1,300
86	568001	INSTALL SIGN (STRAP AND STRADDLE BRACKET METHOD)	EA	2	200	400
87	620020	200MM ALTERNATIVE PIPE CULVERT	M	60	250	15,000

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ITEM TOTAL
88	620040	250MM ALTERNATIVE PIPE CULVERT	M	90	180 -	16,200 -
89	620909	450MM ALTERNATIVE PIPE CULVERT	M	81	500 -	40,500 -
90	620930	600MM ALTERNATIVE PIPE CULVERT	M	43	600 -	25,800 -
91	7034XX	410 MM WELDED STEEL PIPE CASING (BRIDGE)	M	47	170 -	7,990 -
92	7034XX	NPS 18 WELDED STEEL PIPE CASING (BRIDGE)	M	47	120 -	5,640 -
93	705224	600MM CONCRETE FLARED END SECTION	EA	1	1,200 -	1,200 -
94	707133	900MM PRECAST CONCRETE PIPE INLET	M	4	1,500 -	6,000 -
95	707244	900MM PRECAST CONCRETE PIPE MANHOLE	M	2	3,000 -	6,000 -
96	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	M3	220	160 -	35,200 -
97	721012	ROCK SLOPE PROTECTION (BACKING NO. 3, METHOD B)	M3	160	170 -	27,200 -
98	721811	SLOPE PAVING (MASONRY BLOCK)	M2	620	140 -	86,800 -
99	729010	ROCK SLOPE PROTECTION FABRIC	M2	700	5 -	3,500 -
100	731510	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	270	450 -	121,500 -
101 (F,S)	750001	MISCELLANEOUS IRON AND STEEL	KG	~~2436~~ 2666	5 -	13,330 -
102 (F,S)	750501	MISCELLANEOUS METAL (BRIDGE)	KG	680	15 -	10,200 -
103 (F,S)	750505	BRIDGE DECK DRAINAGE SYSTEM	KG	2800	15 -	42,000 -
104 (S)	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	40	60 -	2,400 -
105	832001A	TRANSITION RAILING (TYPE WB)	EA	1	5,400 -	5,400 -
106 (F,S)	833031	CHAIN LINK RAILING (TYPE 6 MODIFIED)	M	325	425 -	138,125 -
107 (F,S)	833033	CHAIN LINK RAILING (TYPE 7 MODIFIED)	M	36	210 -	7,560 -
108	833077	PEDESTRIAN BARRICADE	EA	2	1,500 -	3,000 -
109 (F)	833081	CONCRETE BARRIER (TYPE K)	M	300	80 -	24,000 -

ITEM NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	ITEM TOTAL
110 (S)	833085	PIPE HANDRAILING	M	160	225 -	36,000 -
111 (F,S)	833088	TUBULAR HANDRAILING	M	15	300 -	4,500 -
112 (F,S)	833142	CONCRETE BARRIER (TYPE 26 MODIFIED)	M	159	~~1,700~~ - ~~850~~ - KR	270,300 - ~~135,150~~ - KR
113	839559	ALTERNATIVE IN-LINE TERMINAL SECTION (TYPE ET)	EA	1	3,200 -	3,200 -
114 (F,S)	839591	CRASH CUSHION, SAND FILLED	EA	5	700 -	3,500 -
115	839717	CONCRETE BARRIER (TYPE 732 MODIFIED)	M	165	850 - ~~250~~ - KR	140,250 - ~~41,250~~ - KR
116 (S)	840519	THERMOPLASTIC CROSSWALK & PAVEMENT MARKING	M2	70	40 -	2,800 -
117 (S)	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	1230	1 -	1,230 -
118 (S)	840563	200 MM THERMOPLASTIC TRAFFIC STRIPE	M	170	3 -	510 -
119 (S)	840655	PAINT TRAFFIC STRIPE (2-COATS)	M	4200	0 75	3,150 -
120 (S)	840665	PAINT PAVEMENT MARKING (2-COATS)	M2	210	50 -	10,500 -
121	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	410	2 -	820 -
122	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	330	4 -	1,320 -
123 (S)	860257	SIGNAL AND LIGHTING (LOCATION 1)	LS	LUMP SUM	100,000 -	100,000 -
124 (S)	860258	SIGNAL AND LIGHTING (LOCATION 2)	LS	LUMP SUM	50,000 -	50,000 -
125 (S)	860259	SIGNAL AND LIGHTING (LOCATION 3)	LS	LUMP SUM	30,000 -	30,000 -
126 (S)	861501	MODIFY SIGNAL AND LIGHTING (LOCATION 4)	LS	LUMP SUM	200,000	200,000 -
127 (S)	860460	LIGHTING AND SIGN ILLUMINATION	LS	LUMP SUM	650,000	650,000 -
128 (S)	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM	15,000 -	15,000 -
129	999990	MOBILIZATION	LS	LUMP SUM	1,430,000	1,430,000 -
		SCHEDULE A TOTAL			16,653,245	16,653,245

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 AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railroad 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 AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railroad 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 AUTHORITY as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by AUTHORITY. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to AUTHORITY 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.

AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railroad 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 AUTHORITY 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 AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railroad, 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 AUTHORITY, including the required "additional insured" endorsements, shall be furnished by the Contractor to AUTHORITY 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 AUTHORITY. 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. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. 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 AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section.

Enforcement – AUTHORITY 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 AUTHORITY 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, AUTHORITY 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 AUTHORITY, but any acceptance of insurance certificates by AUTHORITY 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 AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railroad, 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 AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 County Transportation Authority

By: _____
Dennis Hansberger
President, SANBAG Board of Directors

Date: _____

Approved as to Form and Procedure:

By: _____
Jean-Rene Basle
SANBAG Counsel

Date: _____

Atkinson Contractors, LP

By: _____

Date: _____

Licensed in accordance with an act providing for registration of contractors:

_____
License Number

_____
Federal Employer Identification Number

Exhibit A Contract C07-095 **I-215 5th Street Overcrossing**

Submitted Bids: Contractor		Bid Amount	
1.	Griffith Company	$21,055,444.90	
2.	**Atkinson Contractors, LP**	**$16,653,245.50**	**Low Bid**
3.	MCM Construction Inc.	$16,823,756.50	
4.	Yeager Skanska Inc.	$18,234,091.00	
5.	SEMA Construction	$18,175,433.90	
6.	CC Myers Inc.	$19,460,829.10	
7.	Steve P. Rados, Inc.	$18,299,738.00	

Exhibit B Contract C07-095 I-215 5th Street Overcrossing

Base Bid	$16,653,245.50
Base Contingency-10%	$ 1,665,324.55
Supplemental	
Traffic Control/Detours	$ 85,000
Water Pollution/Storm Water control	$ 20,000
Misc. items-utilities, landscape, etc.	$ 88,000
	$193,000
Agency Furnished	
TMP	$220,000
Sign materials	$ 13,540
Electrical/Signal/Services	$ 84,440
Public Awareness	$ 25,000
RE Office	$288,000
Padlocks	$ 100
	$631,080
Total Contingency- Base 10% + Suppl + Agency	$2,489,404.55
Bid + Total Contingency	$19,142,650.05

AGENCY REPORTS

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

DECEMBER COMMUTER RAIL REPORT

1. PATRONAGE

San Bernardino Line:
Ridership on the San Bernardino Line increased slightly (<1%) from last month and was up almost 4% from the same month in 2005. So far, November patronage is slower, currently averaging 12,158 passenger trips per weekday.

Saturday ridership was down 23% from last month and down 20% from the same month last year. Preliminary November data is lower than October with a current average of 2,671 passenger trips per Saturday.

Sunday ridership was also down (-14%) from last month and 10% lower than October 2005. As of mid-November, average Sunday ridership is almost 12% lower than October, currently at 1,680 passenger trips per Sunday.

Riverside-Ontario-Los Angeles Line:
The Riverside Line set a new average daily ridership record this month. The new record is almost 2% higher than the previous record set almost two years ago (November 2004) and almost 6% higher than last month. A preview look at November ridership figures points to another potential ridership record with a current average of 5,140 passenger trips per weekday.

Inland Empire-Orange County (IEOC) Line:
October average daily ridership on the IEOC Line decreased 3% from September but was up 7% compared to October 2005. At this point, November patronage is 3% higher than October with a current average of 4,688 passenger trips per weekday.

Total System:
Systemwide, average daily ridership increased just a bit (<1%) from September and posted the second highest average ever. October 2006 was 3% higher than October 2005. Preliminary data for November points to continued strong patronage with a current average of 42,213 passenger trips per weekday.

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Table 1

Average Weekday Daily Ridership*

	San Bernardino	Riverside	IEOC	Systemwide
October 2006	12,291	4,960	4,535	42,530
October 2005	11,877	4,688	4,237	41,177
% Change	+ 3.5%	+ 5.8%	+ 7.0%	+ 3.3%

* Adjusted for Holidays

Table 2

Average Weekend Ridership

	San Bernardino Saturday	San Bernardino Sunday
October 2006	2,974	1,900
October 2005	3,720	2,115
% Change	- 20.1%	- 10.2%

2. ON-TIME PERFORMANCE (arrival within 5 minutes of scheduled time)

San Bernardino Line:
On-time performance improved slightly for the San Bernardino Line this month compared to last month. Outbound trains held steady at 94% on time while inbound trains improved from 95% on time in September to 96% on time in October. More than half of the forty-six reported delays were due to "other" operations issues and almost a third were due to mechanical difficulties.

Riverside-Ontario-Los Angeles Line:
On-time performance results were also mixed for the Riverside Line this month compared to last month. Inbound trains dropped a percentage point and outbound trains gained three points to finish October 97% and 99% on time, respectively. Signals/communications and dispatching were each responsible for two of the five reported delays.

Inland Empire-Orange County (IEOC) Line:
On-time performance results were significantly improved for IEOC Line this month. Southbound trains gained seven percentage points from September to finish October 95% on time. Northbound trains improved from 86% on time in September to 95% on time in October. Six of the twenty-three reported delays were caused by dispatching and another five were due to "other" operations issues.

Table 3

On Time Performance

Percent of weekday trains arriving within 5 min of scheduled time

(October 2006 vs. October 2005)

	San Bernardino		Riverside		IEOC	
	In	Out	In	Out	So.	No.
October 2006	96%	94%	97%	99%	95%	95%
October 2005	96%	95%	96%	93%	95%	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:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
S. Roy Wilson, Ed.D.
Supervisor, Fourth District
County of Riverside

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Jane W. Carney
Senate Rules Appointee

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

November 8, 2006

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Cities of San Bernardino County
Board Member, South Coast AQMD

D Yates

Attached are the agenda items and the voting outcome of the November 3, 2006 AQMD Governing Board meeting.

PUBLIC HEARING ITEMS APPROVED AT NOVEMBER 3, 2006 BOARD MEETING

Amend Rule 1403 – Asbestos Emissions from Demolition/Renovation Activities
Rule 1403 limits asbestos emissions from building demolition and renovation activities including the removal and associated disturbance of asbestos-containing materials, as well as the storage and disposal of asbestos-containing waste material (ACWM) generated or handled by these activities. The proposed amendments are designed to clarify rule intent, ease enforcement of the rule's requirements, and improve overall rule effectiveness. (Review: Stationary Source Committee, September 22, 2006)

Majority Vote: 9 yes, 0 no, 3 absent

Amend Rule 1470 – Requirements for Stationary Diesel-Fueled Internal Combustion and Other Compression Ignition Engines
Rule 1470 was adopted by the Board on April 2, 2004 to implement the Airborne Toxic Control Measure (ATCM) for Stationary Compression Ignition Engines adopted by CARB. Amendments to Rule 1470 are proposed to reflect recent amendments to the state ATCM that became effective in September 2005. Proposed changes resulting from the amended ATCM include allowing up to 30 hours of operation of diesel emergency

standby engines at health facilities for maintenance and testing. New and modified definitions, date clarifications, grammatical corrections, and other corrections (e.g., numbering) are also proposed. (Review: Stationary Source Committee, July 28, 2006)

Majority Vote: 9 yes, 0 no, 3 absent

Draft 2007 Air Quality Management Plan Overview
In order to begin framing the policy debate discussion on clean air strategies, the AQMD is releasing the Draft 2007 AQMP. The Draft 2007 AQMP proposes the potential attainment demonstration with the federal PM2.5 and 8-hour ozone standards by specifying policies and measures currently contemplated by responsible agencies to achieve healthful air quality in the Basin. This Draft Plan builds upon the approaches taken in the 2003 AQMP for the Basin. However, this Draft Plan highlights the significant amount of reductions needed and urgent need to identify additional strategies, especially in the area of mobile sources, to meet all federal criteria pollutant standards within the timeframes allowed under the federal Clean Air Act. Following release of the Draft Plan, the AQMD will schedule workshops to provide an overview of the Draft Plan and take comments from interested parties. Further enhancements are expected, and will be incorporated into the Draft Final 2007 AQMP released in the next few months.

Staff presentation only; no Board action required

Status Report on Port of Los Angeles and Port of Long Beach Clean Air Action Plan, and AQMD Staff Comments; and Adopt Resolution to Set Aside Heavy-Duty Vehicle Clean-up Assistance Funding
On August 4, 2006, the Ports of Los Angeles and Long Beach presented the draft San Pedro Bay Ports Clean Air Action Plan (CAAP) to the Board. This report provides update on status of the Plan and the next steps. One action CAAP calls for is aggressive turnover and retrofitting of heavy-duty trucks that provide drayage service at the ports with anticipated cost of more than a billion dollars over the next five years (projected committed funding level of $166 million from both Ports). In July 2005, the Board adopted a policy that 40 percent of funding under SB 1107 and AB 923 go towards goods movement related mobile source projects. In addition, the Board set aside $12 million for FY 2006-07 towards truck fleet modernization program and alternative-fueled port truck program. This action is to adopt a resolution to set-aside another $36 million over the next five years ($7.2 million/year) to assist the Ports in expediting clean-up of heavy-duty trucks operating at the ports and affirming the need to expeditiously reduce port-related emissions.

Majority Vote: 9 yes, 0 no, 3 absent

PUBLIC HEARINGS SET FOR DECEMBER 1, 2006 BOARD MEETING

None.

Please find enclosed the *AQMD Advisor* for November.

ADDITIONAL INFORMATION

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.		K. Chastain Vacant (D. Williams) Vacant (L. McCallon)	J. Harrison P. Lilburn	M. Nuaimi Vacant (G. George)

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	Indeterminate (6/30/2007) 12/31/2006 (6/30/2007) 12/31/2006 12/31/2007 Indeterminate Indeterminate 12/31/2008 Indeterminate 12/31/2007
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)	Indeterminate (6/30/2006)
		Grace Vargas, Rialto (Vice Chair)	Indeterminate (6/30/2006)
		Deirdre Bennett, Colton	Indeterminate
		Paul Biane, Supervisor	Indeterminate
		Robert Christman, Loma Linda	Indeterminate
		Bea Cortes, Grand Terrace	Indeterminate
		Paul Eaton, Montclair	Indeterminate
		Pat Gilbreath, Redlands	Indeterminate
		Josie Gonzales, Supervisor	Indeterminate
		Dennis Hansberger, Supervisor	Indeterminate
		Larry McCallon, Highland	Indeterminate
		Patrick Morris, San Bernardino	Indeterminate
		Gwenn Norton-Perry, Chino Hills	Indeterminate
		Mark Nuaimi, Fontana	Indeterminate
		Gary Ovitt, Supervisor	Indeterminate
		Richard Riddell, Yucaipa	Indeterminate
		Alan Wapner, Ontario	Indeterminate
		Diane Williams, Rancho Cucamonga	Indeterminate
		Dennis Yates, Chino	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)	12/31/2006 (6/30/2007)
		Mark Nuaimi, Fontana (Vice Chair)	12/31/2007 (6/30/2007)
		Paul Biane, Supervisor	Indeterminate
		Kevin Cole, Twentynine Palms	12/31/2007
		Paul Cook, Yucca Valley	12/31/2006
		Bea Cortes, Grand Terrace	12/31/2007
		Josie Gonzales, Supervisor	Indeterminate
		Dennis Hansberger, Supervisor	Indeterminate
		James Lindley, Hesperia	12/31/2006
		Larry McCallon, Highland	12/31/2006
		Gary Ovitt, Supervisor	Indeterminate
		Bill Postmus, Supervisor	Indeterminate
		Richard Riddell, Yucaipa	12/31/2006
		Diane Williams, Rancho Cucamonga	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

CALENDAR OF EVENTS
December 2006

SANBAG Meetings – Cancelled:			
Mountain-Desert Committee			
SANBAG Meetings – Scheduled:			
SCAG Delegates	Dec. 6	After Board Meeting	El Capitan
Administrative Committee	Dec. 13	9 a.m.	The Super Chief
Major Projects Committee	Dec. 14	9 a.m.	The Super Chief
SCRRA Delegates Briefing	Dec. 6	10 a.m.	Casa del Desierto
Plans and Programs Committee	Dec. 20	12 noon	The Super Chief

Other Meetings:			
WTS-IE Annual Dinner	Jan. 31	5:30 p.m.	The Mission Inn, Riverside

For additional information, please contact SANBAG at 909 884-8276

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