



San Bernardino Associated Governments

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

AGENDA Board of Directors Meeting July 6, 2016

*******Start Time: 10:00 a.m. (CLOSED SESSION)*******
1170 W. 3rd Street, San Bernardino, CA 92410, 2nd Fl. (The Super Chief)

*****Convvene Regular Meeting at 10:30 a.m.*****
1st Floor Lobby

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

Board of Directors

President

Robert Lovingood, Supervisor
County of San Bernardino

Vice-President

Alan Wapner, Council Member
City of Ontario

Rich Kerr, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Mayor Pro Tem
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Michael Tahan, Council Member
City of Fontana

Darcy McNaboe, Mayor
City of Grand Terrace

Eric Schmidt, Council Member
City of Hesperia

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Jon Harrison, Mayor Pro Tem
City of Redlands

Deborah Robertson, Mayor
City of Rialto

R. Carey Davis, Mayor
City of San Bernardino

Joel Klink, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Council Member
City of Victorville

Dick Riddell, Council Member
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Janice Rutherford, Supervisor
County of San Bernardino

James Ramos, Supervisor
County of San Bernardino

Curt Hagman, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

John Bulinski, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

AGENDA

**Board of Directors
July 6, 2016**

*****10:00 a.m. (CLOSED SESSION)***
1170 W. 3rd St., 2nd Fl. (The Super Chief)
San Bernardino, CA**

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Board President, Robert A. Lovingood
Unrepresented Employee: Executive Director

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Board President, Robert A. Lovingood
Unrepresented Employee: General Counsel

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Raymond Wolfe
Regarding: All Unrepresented Employees

**** Convene Regular Meeting at 10:30 a.m. **
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino**

<p>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 "<i>Meeting Procedures</i>" and agenda explanations are attached to the end of this agenda.</p>
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CALL TO ORDER

(Meeting Chaired by Robert Lovingood)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
 - Calendar of Events
- iv. Agenda Notices/Modifications

Possible Conflict of Interest Issues

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

1. Information Relative to Possible Conflict of Interest

Pg. 21

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

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

CONSENT CALENDAR

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up immediately following the vote on the Consent Calendar.

Consent - Administrative Matters

2. April and May 2016 Procurement Report

Pg. 24

Receive the April and May 2016 Procurement Report.

Presenter: William Stawarski

This item was received by the General Policy Committee on June 8, 2016.

3. Budget to Actual Report for third quarter ending March 31, 2016

Pg. 35

Receive and file Budget to Actual Report for third quarter ending March 31, 2016.

Presenter: William Stawarski

This item was received by the General Policy Committee on June 8, 2016.

4. Pay off Net Pension Liability with CalPERS

Pg. 38

That the Board:

A. Acting as the San Bernardino County Transportation Authority authorize use of a not-to-exceed amount of \$56,000 to pay off unfunded pension liability with California Public Employees' Retirement System.

B. Approve a Fiscal Year 2015/2016 budget amendment in the amount of \$56,000 funded with General Fund, Local/Other, Task 0400, Financial Management.

Presenter: William Stawarski

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016. This item has been reviewed by SANBAG General Counsel.

5. Award Banking & Credit Card Services Contract Pg. 40

That the Board acting as the San Bernardino County Transportation Authority approve Contract No. 16-1001472 with Wells Fargo Bank, National Association for Banking and Credit Card Services for a five year term with options to extend the original term of the Contract for two (2) one-year terms. **Presenter: William Stawarski**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

6. Policy Amendment for Senior and Disabled Allocations Pg. 45

That the Board, acting as the San Bernardino County Transportation Authority, amend Policies 40009, 40014, and 40018 concerning the Measure I Senior and Disabled Transit Programs to change the disbursement schedule from monthly to quarterly and include a section on Accounting Requirements.

Presenter: William Stawarski

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016.

7. Unit 110 Furniture Request Pg. 61

Authorize the Executive Director or his designee the authority to enter into a Purchase Order for a Not-To-Exceed amount of \$164,000 with GM Business Interiors to enable staff to purchase the necessary furniture to establish workstations in Unit 110 in preparation for staff who will be moving into this unit.

Presenter: Duane Baker

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016.

8. Local Agency Formation Commission Lease Agreement for Unit 150 Pg. 63

A. Authorize the Executive Director or his designee to enter into lease agreement 16-1001429 with Local Agency Formation Commission (LAFCO) for the purposes of leasing Unit 150.

B. Authorize the Executive Director or his designee to approve necessary expenditures to cover the cost of the required tenant improvements/renovations associated with bringing this space up to current code standards which are required to allow this unit to be inhabited by LAFCO and accommodate LAFCO's use of the premises. Initial estimates would require SANBAG to fund \$130,000 all of which will be reimbursed by LAFCO over the initial 5-year term of their lease agreement.

C. Authorize the Executive Director or his designee to approve additional necessary expenditures to cover the cost of other site improvements not exclusively benefiting LAFCO, but required as a result of this renovation. Funding for the site specific improvements in the amount of \$45,000 would come from Property Assessed Clean Energy Fund.

D. Approve loan receivable in the amount of \$130,000, from Property Assessed Clean Energy Fund, to fund renovations and LAFCO over a five year term.

Presenter: Duane Baker

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016. This contract has been reviewed and approved by General Counsel and the Procurement Manager.

9. General Counsel Staffing

Pg. 84

That the Board authorize the addition of one Assistant General Counsel position as a full-time exempt SANBAG employee within the Senior Management Group in Salary Range 40 and to revise the SANBAG Classification Plan accordingly. **Presenter: Eileen Teichert**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016.

Consent - Air Quality/Traveler Services

10. Agreement with the Riverside County Transportation Commission for implementation of the San Bernardino County Rideshare, Trip Reduction and 511 programs. Pg. 86

The Board, acting in the capacity of the San Bernardino County Transportation Commission, approve Contract No. 16-1001514 with Riverside County Transportation Commission (RCTC) for Rideshare, Trip Reduction, and 511 Programs, effective July 1, 2016 through June 30, 2017, in an amount not-to-exceed \$1,500,000. **Presenter: Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016. SANBAG General Counsel has reviewed this item and the agreement.

11. Execution of Funding Agreement related to the Implementation of a Freeway Service Patrol Beat along the SR-210 freeway, and authorize staff to release two Request for Proposals for FSP tow services. Pg. 108

That the Board:

A. Approve Funding Agreement No.16-1001533 with the South Coast Air Quality Management District (SCAQMD) in the amount of \$800,625, with a 25% match of \$266,875 to be made with DMV/SAFE funds for the implementation of a Freeway Service Patrol (FSP) Beat along the State Route (SR)-210 from the Los Angeles County line to Citrus Avenue.

B. Authorize staff to release Request for Proposal (RFP) 16-1001522 for FSP services along Beat 14, which runs on the Interstate (I)-215 from the Riverside County line to Devore Road.

C. Authorize staff to release Request for Proposal (RFP) 16-1001523 for FSP services along Beat 31, which runs on the SR-210 from the Los Angeles County line to Citrus Avenue. This RFP will also include a request for services along FSP Beat 9, which runs along the I-10 from the Los Angeles County line to Haven Avenue.

Presenter: Duane Baker

This item was reviewed and unanimously approved by the General Policy Committee on June 8, 2016. SANBAG General Counsel has reviewed this item and the agreement.

Consent - Project Delivery

12. Interstate 10 Mount Vernon Avenue Interchange - Award Conceptual Design Contract Pg. 175

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Approve award of Contract No. 16-1001420 with Rajappan & Meyer Consulting Engineers, Inc. for the development of a Project Study Report/ Project Development Support document for the Interstate 10 (I-10) Mount Vernon Avenue Interchange Project in an amount not-to-exceed \$399,806.67, after receipt of Pre-Award Audit and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

B. Approve a contingency amount for Contract No. 16-1001420 of \$39,980.67, and authorize the Executive Director or his designee to release contingency as necessary for the project.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

13. Metrolink Station Accessibility Improvement Project - Award Design Contract

Pg. 188

That the Board:

A. Acting as the San Bernardino County Transportation Authority approve award of Contract No. 15-1001122 with KOA Corporation for the preparation of Plans, Specifications and Estimate (PS&E) and Right of Way (ROW) Engineering Services for the Metrolink Station Accessibility Improvement Project in an amount not-to-exceed \$547,990.45 after receipt of Pre-award audit and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

B. Acting as the San Bernardino County Transportation Authority approve a contingency amount for Contract No. 15-1001122 of \$28,009.55 and authorize the Executive Director or his designee to release contingency as necessary for the project.

C. Approve a budget amendment to SANBAG Fiscal Year 2016/2017 budget to transfer \$626,000 in State Active Transportation Program funds to Federal Active Transportation Program funds for the Metrolink Station Accessibility Improvement Project.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

14. Monte Vista Grade Separation - Agreements and Invitation for Bids

Pg. 209

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 1 to Cooperative Agreement No. 15-1001297 with the City of Montclair for the construction of the Monte Vista Avenue Grade Separation Project which increases project funding based on actual costs and final engineers estimate.

B. Approve Amendment No. 1 to Trade Corridors Improvement Fund (TCIF) Baseline Agreement No. 16-1001448 with the California Transportation Commission (CTC), Caltrans and the City of Montclair for the Monte Vista Grade Separation and authorize the Executive Director to execute the final Amendment No. 1 to TCIF Baseline Agreement No. 16-1001448 after approval as to form by General Counsel.

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

C. Authorize the Director of Project Delivery to advertise Invitation for Bids (IFB) No. 16-1001461, pending federal authorization to proceed, for the construction of the Monte Vista Grade Separation Project.

D. Authorize staff to proceed directly to the Board of Directors without prior Metro Valley Study Session review for the award of Construction Contract No. 16-1001461.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft amendments.

15. Amendment 1 to Southern California Gas Company Utility Agreement No. C12204 for the Interstate 215 Bi-County Project Pg. 223

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Amendment No. 1 to Utility Agreement No. C12204 with the Southern California Gas Company (Gas Company) for an additional amount of \$299,121.12 for a new amended total contract amount of \$2,699,121.12 for actual costs incurred for the relocation of a 12-inch natural gas high pressure main on the Interstate 215 (I-215) Bi-County Project.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (18-0-1; Abstained: Hagman) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft amendment.

16. Interstate 215 Barton Right of Way Agreement Amendment 7 Pg. 228

That the Board, acting as the San Bernardino County Transportation Commission and San Bernardino County Transportation Authority:

Approve Amendment No. 7 to Contract No. C12212 with CALTRANS for the Design and Right of Way phases of the Interstate 215 (I-215) Barton Road Avenue Interchange Project to add \$4,466,694 of Surface Transportation Program (STP) Funds to the Right-of-Way Capital, and \$300,000 of Measure I Valley Freeway Funds to the Right-of-Way Support for a new total design and right of way cost of \$38,071,305.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft amendment.

17. New Policy 34510 Value Engineering/Value Analysis Pg. 243

That the Board, acting as the San Bernardino County Transportation Authority:

A. Repeal Measure I Major Projects Program, Value Engineering Policy 34500, approved by Board September 1, 1993; and

B. Approve Measure I Major Projects Program, Value Engineering/Value Analysis Policy 34510.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel has reviewed this item and the draft policy.

18. Monte Vista Grade Separation Plans Specifications, and Estimate Approval Pg. 248

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

Approve the Plans, Specifications, and Estimate (PS&E) package for the Monte Vista Grade Separation Project.

Presenter: Garry Cohoe

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 12, 2016.

Consent - Regional/Subregional Planning

19. Congestion Management Program 2016 Update

Pg. 249

That the Board, acting as the San Bernardino County Congestion Management Agency, approve the 2016 update to the Congestion Management Program.

Presenter: Steve Smith

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016.

Consent - Transit/Rail

20. Revised Southern California Regional Rail Authority Budget Allocations for Fiscal Years 2015/2016 & 2016/2017

Pg. 252

That the Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Approve an increase in the Southern California Regional Rail Authority Fiscal Year 2016/2017 operating assistance allocation of \$55,000, for a new total of \$14,840,000, to be funded with Valley Local Transportation Fund;

B. Approve an increase in the Southern California Regional Rail Authority Fiscal Year 2016/2017 capital assistance allocation of \$200, from \$187,000 to \$187,200, to be funded with State Transit Assistance Fund – Operator Allocation.

C. Approve rescission of \$309,120 of Proposition 1B California Transit Security Grant Program funds allocated to Southern California Regional Rail Authority as part of the Fiscal Year 2015/2016 SANBAG subsidy.

D. Authorize a budget amendment to the Fiscal Year 2016/2017 adopted budget in the amount of \$55,000 to Task 0314 Transit Operations, Subtask 0377 Metrolink Operating & Maintenance Subsidy, funded with Local Transportation Funds for a new task total of \$16,627,275.

E. Authorize a budget amendment to the Fiscal Year 2016/2017 adopted budget in the amount of \$200 to Task 0315 Transit Capital, Subtask 0379 Metrolink Capital Subsidy, funded with State Transit Assistance Funds for a new task total of \$82,104,651.

F. Approve an increase in the Southern California Regional Rail Authority Fiscal Year 2016/2017 Rehabilitation Allocation of \$52 paid for with Federal Transit Administration Section 5337 State of Good Repair Funds.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016.

21. San Bernardino Transit Center Emergency Generator and Landscape Modifications Project

Pg. 299

That the Board acting in its capacity as the San Bernardino County Transportation Commission:

A. Approve the Plans, Specifications, and Estimate package for construction of the San Bernardino Transit Center Emergency Generator and Landscape Modifications Project.

B. Authorize advertising the Invitation for Bid No. 16-1001520, subject to approval by SANBAG General Counsel as to form, for the construction bids for the San Bernardino Transit Center Emergency Generator and Landscape Modification Project.

C. Authorize staff to proceed directly to Board without prior Transit Committee review for award of Construction Contract No. 16-1001520 for the San Bernardino Transit Center Emergency Generator and Landscape Modification Project.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item.

22. Award Lilac to Rancho Double Track Preliminary Design and Environmental Clearance Contract Pg. 301

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Allocate \$719,381 of Valley State Transit Assistance Funds – Operator Share for the Lilac to Rancho Double Track Project, reducing the previously allocated Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Funds from \$2,000,000 to \$1,548,487, and funding a cost increase of \$267,868.

B. Approve Contract No. 16-1001411 with Moffatt & Nichol for an eighteen month term in an amount not-to-exceed \$1,695,000 for the Preliminary Engineering and Environmental Clearance of the Lilac to Rancho Double Track Project.

C. Approve contingency of an amount not-to-exceed \$200,000 for Contract No. 16-1001411 and authorize the Executive Director or his designee to release contingency as necessary for the project.

D. Authorize a budget amendment to the Fiscal Year 2016/2017 adopted budget in the amount of \$481,714 to Task 0315 Transit Capital, Subtask 0328 Lilac to Rancho Double Track, funded with State Transit Assistance (STA) Funds – Operator Share for a new task total of \$82,586,365.

E. Authorize a budget amendment reducing the Fiscal Year 2016/2017 adopted budget in the amount \$79,568 to Task 0315 Transit Capital, Subtask 0328 Lilac to Rancho Double Track, funded with Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement for a new task total of \$82,506,797.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. This item was reviewed and approved by SANBAG General Counsel and Procurement Manager.

23. Agreement with City of Rancho Cucamonga and Creative Housing Associates for Exclusive Negotiations Pertaining to a Transit-Oriented Development at the Rancho Cucamonga Metrolink Station Pg. 334

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

A. Approve draft Contract No. 16-1001524, an exclusive negotiating agreement, with the City of Rancho Cucamonga and Creative Housing Associates, to establish the terms and conditions of a financeable development ground lease at the Rancho Cucamonga Metrolink Station.

B. Authorize the Executive Director or his designee to make changes to the terms of the agreement prior to execution by the Board President as approved by General Counsel.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. SANBAG General Counsel has reviewed this item and the draft contract.

24. Redlands Passenger Rail Project - Design of Downtown Redlands Station Betterments Pg. 350

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Authorize the Executive Director or his designee to negotiate the final form of and execute Amendment 1 to Memorandum of Understanding, Contract No. 15-1001047 with the City of Redlands, for the design of betterments to the Redlands Passenger Rail Project Downtown Redlands Station, for a not-to-exceed amount of \$150,000, subject to approval as to form by SANBAG legal counsel.

B. Authorize the Executive Director or his designee to negotiate the final form of and execute Amendment 2 to Contract No. 15-1001093 with HDR Engineering, Inc., contingent upon and commensurate with Recommendation A above, for additional design services for betterments to the Redlands Passenger Rail Project Downtown Redlands Station.

C. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 Budget to increase Task No. 0314, Sub Task 0324 Redlands Passenger Rail Project in the amount of \$150,000 in accordance with the final negotiated value of Amendment 1 to Contract No. 15-1001047 in reimbursable Redlands Passenger Rail Project funds from the City of Redlands for a new Task Total of \$82,656,797.

Presenter: Carrie Schindler

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item.

Consent - Transportation Programming and Fund Administration

25. Measure I 2016 Population Estimates Pg. 355

Adopt the 2016 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Program Funds.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016.

26. Fiscal Year 2016/2017 Transit Operator Allocations Pg. 365

That the Board, acting in its capacity as the San Bernardino County Transportation Commission and San Bernardino County Transportation Authority, approve Fiscal Year 2016/2017 Transit Operator Funding Allocations, as indicated in Attachment 1, to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016.

27. Allocation to Arrowbear Drive Bridge Replacement Project Pg. 373

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Allocate \$3,000,000 in Mountains Subarea Major Local Highway Program funds to the County of San Bernardino for the Arrowbear Drive Bridge Replacement Project.

B. Approve Funding Agreement 16-1001376 in the amount of \$3,000,000 with the County of San Bernardino for the Arrowbear Drive Bridge Replacement Project.

C. Approve a Fiscal Year 2016/2017 budget amendment to increase Task 0550 by \$450,000 from Fund 4630 MSI Mountain Fund – Major Local Highway. The budget amendment is necessary as this is a new project which requires both a new allocation and funding agreement that was not anticipated during development of the Fiscal Year 2016/2017 budget. In addition, the County will begin accruing expenses on the project effective July 6, 2016.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 17, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

28. 2016 Federal Earmark Repurposing - San Bernardino Valley Subarea Pg. 386

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve staff recommendation for 2016 earmark repurposing as shown in Attachment 1.

Presenter: Andrea Zureick

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016.

29. 2016 Federal Earmark Repurposing - Mountain/Desert Subareas Pg. 390

That the Board, acting in its capacity as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority, approve staff recommendation on 2016 Earmark Repurposing as shown in Attachment 1 for the Mountain/Desert Subareas. **Presenter: Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 17, 2016.

30. Allocation of Transportation Development Act Funds for Fiscal Year 2016/2017 Pg. 395

That the Board, acting as the San Bernardino County Transportation Commission, adopt Resolution No. 17-001 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2016/2017.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. SANBAG General Counsel has reviewed this item and the Resolution.

31. Public Transportation Modernization, Improvement, and Service Enhancement Account Program Fund Allocation for the City of Needles Pg. 400

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

A. Approve a swap of \$169,014 Valley State Transit Assistance funds for \$169,014 Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds with the City of Needles for the purchase of replacement vehicles.

B. Approve an amendment to the PTMISEA Expenditure Plan for San Bernardino Associated Governments (SANBAG) as shown in Attachment A, increasing the overall allocation to SANBAG by \$169,014 for the Redlands Passenger Rail Project.

C. Approve an amendment to the PTMISEA Expenditure Plan for the City of Needles as shown in Attachment B, decreasing the overall allocation to the City of Needles by \$169,014.

Presenter: Andrea Zureick

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016.

32. Funding Allocation and Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2016/2017 Pg. 404

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Approve the Measure I Funding Allocations for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2016/2017 as referenced in Table 1 in this Agenda Item.

B. Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2016/2017 as referenced in Attachment 1 to this Agenda Item.

Presenter: Andrea Zureick

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016.

Consent Calendar Items Pulled for Discussion

Items removed from the Consent Calendar shall be taken under this item in the order they were presented on the agenda.

DISCUSSION ITEMS

Discussion - Council of Governments

33. Legislative Update Pg. 410

Receive and File

Presenter: Tricia Almiron

The Legislative Ad Hoc Committee took action on bills of interest to SANBAG.

Discussion - Transit/Rail

34. Redlands Passenger Rail Project - Procurement of Diesel Multiple Unit Rail Vehicles Pg. 462

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

A. Make a finding by at least a two-thirds vote that the procurement of the Diesel Multiple Unit rail vehicles for the Redlands Passenger Rail Project qualifies to be conducted through competitive negotiation under Section 130238 of the California Public Utilities Code.

B. Approve the release of Request for Proposals No. 16-1001531 for the procurement of Redlands Passenger Rail Project Diesel Multiple Unit rail vehicles.

C. If only a single response to the request for proposals is received, delegate authority to the Executive Director or his designee to determine and make a finding, if appropriate, that the Commission made every effort to generate the maximum feasible number of proposals from qualified sources, before proceeding to negotiate with the sole proposer.

Presenter: Justin Fornelli

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016, with the exception of Recommendations A and C, which have since been added. SANBAG General Counsel and Procurement Manager reviewed this report, and will review and approve the RFP prior to release.

Discussion - Project Delivery

35. Hearings to Consider Resolution of Necessity for Parcel for the Interstate 215 (I-215) Barton Road Interchange Improvement Project in the City of Grand Terrace Pg. 466

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

A. Conduct a public hearing to consider condemnation of real property required for the I-215 Barton Road Interchange Improvement Project in the City of Grand Terrace; and

B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-031 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Colton Joint Unified School District who is the successor agency for the Terrace Union School District, Trustees of the Terrace School District, County of San Bernardino, State of California, as to Parcel A; and Terrace Union School of San Bernardino County, as to Parcels B, C, and D; (Assessor's Parcel Number [APN] 0275-232-04; Caltrans Parcel Number [CPN] 23345). The Resolution must be approved by at least a two-thirds majority.

Presenter: Paula Beauchamp

This item was reviewed and recommended (20-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel has reviewed this item and draft resolution.

36. Construction Contract for the I-215 Iowa/La Cadena Traffic Signal Project Pg. 487

That the Board acting as the San Bernardino County Transportation Commission:

A. Award Construction Contract No. 16-1001427 based on the competitive low bid process for the I-215 Iowa/La Cadena Traffic Signals Project to VT Electric, Inc. in an amount of \$358,242.00.

B. Approve Allowances/Contingency for the construction phase of the I-215 Iowa/La Cadena Traffic Signals Project totaling \$52,924.

Presenter: Garry Cohoe

At the February 2016, Board meeting, approval was given to take award of Contract No. 16-1001427 directly to the Board without prior Policy Committee review. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the contract.

37. Project Expenditure Authority Increase for BNSF Railway Company Costs for the Laurel Street Grade Separation Project Pg. 493

That the Board acting in its capacity as the San Bernardino County Transportation Commission:

Increase the expenditure authority for Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company (BNSF) in the amount of \$825,000 to pay for current estimated costs of railroad related work on the Laurel Street Grade Separation Project for a new total contract amount of \$17,620,884.00.

Presenter: Garry Cohoe

This item has not had prior review by any policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item.

38. Legal Advisor Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects Pg. 496

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Approve award of Contract No. 16-1001447 with Nossaman, LLP for Legal Advisor Services for I-10 Contract 1 in an amount not to exceed \$4,175,000.

B. Approve a contingency amount for Contract No. 16-1001447 of \$417,500 and authorize the Executive Director or designee to release contingency as necessary for the project.

Presenter: John Meier

This item was reviewed and recommended for approval (12-7-0; Opposed: Yates, Tahan, McNaboe, Rutherford, Hagman, Gonzales, and Rigsby) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the contract.

39. New Procurement for Interstate 10 Corridor Contract 1 Project Management and Construction Management Consultant Contract Pg. 509

That the Board, acting as the San Bernardino County Transportation Authority:

Approve Release of Request for Proposals (RFP) No. 16-1001530 for the procurement of the Interstate 10 (I-10) Corridor Contract 1 Project Management Construction Management (PCM) Consultant.

Presenter: Chad Costello

This item was reviewed and recommended for approval (13-7-0; Opposed: Yates, Tahan, McNaboe, Rutherford, Hagman, Gonzales, and Rigsby) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Comments from Board Members

Brief Comments from Board Members

Executive Directors Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments from the General Public

Adjourn To:

**Board of Directors Workshop
Community Choice Aggregation**

**July 6, 2016, immediately following the Board Meeting
Approximately 11:15 a.m.**

Location

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

Additional Information

Attendance	Pg. 554
SANBAG Entities	Pg. 556
Acronym List	Pg. 557

Agency Reports

South Coast Air Quality Management District Agency Report (<i>Report Not Available This Month</i>)	
Mobile Source Air Pollution Reduction Review Committee Agency Report	Pg. 560

Committee Membership

Representatives on SCAG Committees	Pg. 564
SANBAG Appointments to External Agencies	Pg. 565
SANBAG Committee Membership	Pg. 567

Mission Statement

Mission Statement	Pg. 572
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Meeting Procedures and Rules of Conduct

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

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

Agendas – All agendas are posted at 1170 W. 3rd Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the “Consent Calendar” and “Discussion” contain recommended 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 or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

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

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

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

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

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

Disruptive or Prohibited 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 or prohibited conduct includes without limitation 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, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

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

Attendance.

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he or she would like to amend his or her motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is voted upon first, and if it fails, then the original motion is considered.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

*Adopted By SANBAG Board of Directors January 2008
Revised March 2014
Revised May 4, 2016*



Important Dates to Remember...

July 2016

SANBAG Meetings – Scheduled:

General Policy Committee			Next Meeting: August 10 9:00 am
Commuter Rail/Transit Committee			Next Meeting: August 11 9:00 am
Metro Valley Board Study Session	DARK		Next Meeting: August 11 10:00 am
I-10/I-15 Corridor Joint Sub-Committee			Next Meeting: August 11 10:45 am
Mountain/Desert Committee			Next Meeting: August 19 9:30 am Town of Apple Valley

Communication: Calendar of Events (Announcements)

For additional information, please call SANBAG at (909) 884-8276.

Minute Action

AGENDA ITEM: 1

Date: July 6, 2016

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

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

Background:

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

Item No.	Contract No.	Principals & Agents	Subcontractors
4	N/A	California Public Employees' Retirement System (CalPERS) <i>Kerry Worgan</i>	None
5	16-1001472	Wells Fargo Bank, National Association <i>Jamie R. Varner</i>	None
7	N/A	GM Business Interiors <i>Gary Meier</i>	None
12	16-1001420	Rajappan & Meyer Consulting Engineers, Inc. <i>Lee Taubeneck</i>	Diaz Yourman & Associates Epic Land Solutions, Inc. ICF International Iteris, Inc. Stantec Towill, Inc.
13	15-1001122	KOA Corporations <i>Min Zhou</i>	Coast Surveying Sussman/Orejza & Co
15	C12204	Southern California Gas Company <i>Dustin Tomlinson</i>	None

Entity: CMA, COG, CTA, CTC, JPA, SAFE

Board of Directors Agenda Item

July 6, 2016

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Item No.	Contract No.	Principals & Agents	Subcontractors
22	16-1001411	Moffatt & Nichol <i>Pierce Homer</i>	CH2MHILL STV Xorail JMDiaz, Inc. The Greenway Group Hout Construction Wagner Engineering & Survey, Inc. Psomas
23	16-1001524	Creative Housing Associates Lambert Development Gluckstein Family Investments/Apex Realty Inc.	None
24	15-1001093	HDR Engineering, Inc. <i>Robert Klovsy</i>	Acumen Building Enterprise, Inc. Atwell Consulting Group ICF International Lance Schulte L.D. King, Inc. PAC Engineering LLC Pacific Railway Enterprises, Inc. Project Design Consultants Stack Traffic Consulting, Inc. Orange Coast Analytical, Inc. 2R Drilling, Inc. Cascade Drilling, L.P. Anderson Environmental
35	Principals & Agents Terrace Union School District of San Bernardino County <i>Owen Chang</i>		
36	16-1001427	VT Electric, Inc. <i>Tony Tran</i>	Chrisp Compnay Crosstown Electrical & Data Smithsom Electric, Inc. Statewide Traffic Safety
37	C13016	BNSF Railway Company Sanford Sexhus	None
38	16-1001447	Nossaman, LLP <i>Corey Boock</i>	None

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

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

Responsible Staff:

Board of Directors Agenda Item
July 6, 2016
Page 3

Approved
Board of Directors
Date: July 6, 2016
Witnessed By:

Minute Action

AGENDA ITEM: 2

Date: July 6, 2016

Subject:

April and May 2016 Procurement Report

Recommendation:

Receive the April and May 2016 Procurement Report.

Background:

The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on March 12, 2014. On February 6, 2013, the Board of Directors authorized the Executive Director, or designee, to approve: a) contracts and purchase orders up to \$100,000 and for purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value, not-to-exceed \$25,000; b) amendments with a zero dollar value; c) amendments to exercise the option term if the option term was approved by the Board of Directors in the original contract; and d) amendments that cumulatively do not exceed 50% of the original contract value or \$100,000, whichever is less and to release Request for Proposal (RFP), Request for Quote (RFQ) and Invitation for Bid (IFB) for proposed contracts from which funding has been approved in San Bernardino Associated Governments (SANBAG's) Annual Budget, and which are estimated not-to-exceed \$1,000,000. SANBAG staff has compiled this report that summarizes all contract actions approved by the Executive Director, or designee.

On July 11, 2012, the Board of Directors authorized SANBAG's General Counsel to award and execute legal services contracts up to \$50,000 with outside counsel as needed on behalf of SANBAG and its authorities organized under the umbrella of the Council of Governments. Also, periodically notify the Board after exercising such authority. A list of all Contracts and Purchase Orders that were executed by the Executive Director and/or General Counsel during the months of April and May is presented herein as Attachment A, and all RFPs and IFBs are presented in Attachment B.

Financial Impact:

This item imposes no impact on the Fiscal Year 2015/2016 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy.

Reviewed By:

This item was received by the General Policy Committee on June 8, 2016.

Responsible Staff:

William Stawarski, Chief Financial Officer

Board of Directors Agenda Item
July 6, 2016
Page 2

Approved
Board of Directors
Date: July 6, 2016
Witnessed By:

Attachment A

April/May Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
16-1001370	Marketing and Branding Services	Celtis Ventures	\$100,000.00	Consultant Services for Marketing and Branding Services
16-1001495	License Agreement	Property One, LLC	\$3,930.00	License Agreement for 2" Water Pipeline
16-1001478*	Rim of the World District-wide Active Transportation Plan PSA 012	Caltrans	\$285,000.00	District-wide Active Transportation Plan Program Supplement

*The Executive Director was authorized to execute Program Supplements associated with the Master Agreement between Caltrans and SANBAG on March 7, 2007. There are no dollar limits associated to the Executive Director's authorization for these Program Supplements.

Attachment A

April/May Contract Amendment Actions

Contract Amendments Executed:

Contract No. & Amendment No.	Reason for Amendment (include a description of the amendment)	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended Contract Total
C12221 Amendment 2	Amendment 2 increases contract amount by \$3,000, which includes a \$470 contingency Project: FSP Digital Radio Frequencies.	Lucky Two Way Radio	Original \$15,048.00 Amendment 1 \$6,072.00	\$2,530.00	\$31,000.00

Attachment: Attachment A (2921 : Procurement Report)

Attachment A

April/May Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 20 Amendment 2	Added new design work for Sierra/Juniper Grade crossing design.	Hatch Mott MacDonald	\$20,000,000.00 Shared with Parsons Brinckerhoff (C14086)	CTO 8	Original
				\$525,255.00	\$299,836.00
				CTO 10	Amendment 1
				\$57,938.56	\$0.00
				CTO 11	Amendment 2
				\$1,579,358.00	\$77,662.00
				CTO 12A	
				\$267,034.56	Total
				CTO 15	\$377,498.00
				\$759,580.00	
				CTO 17	
				\$125,539.00	
				CTO 19	
				\$498,324.00	
				CTO 22	
				\$249,729.00	
				CTO 23	
				\$1,134.55	
				CTO 25	
				\$78,441.00	
CTO 26					
\$21,581.00					
CTO 31					
\$31,542.00					
CTO 32					
\$498,593.00					
CTO 33					
\$377,893.00					
CTO 35					
\$58,613.86					
CTO 38					
\$137,852.00					
CTO 41					
\$27,780.00					
CTO 43					
\$60,337.00					
CTO 44					
\$9,032.00					

Attachment: Attachment A (2921 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 44	Feasibility to retrofit existing bridge over the Zanja Creek for Ped and bike use.	Hatch Mott MacDonald	\$20,000,000.00 Shared with Parsons Brinckerhoff (C14086)	CTO 8 \$525,255.00 CTO 10 \$57,938.56 CTO 11 \$1,579,358.00 CTO 12A \$267,034.56 CTO 15 \$759,580.00 CTO 17 \$125,539.00 CTO 19 \$498,324.00 CTO 20 \$377,498.00 CTO 22 \$249,729.00 CTO 23 \$1,134.55 CTO 25 \$78,441.00 CTO 26 \$21,581.00 CTO 31 \$31,542.00 CTO 32 \$498,593.00 CTO 33 \$377,893.00 CTO 35 \$58,613.86 CTO 38 \$137,852.00 CTO 41 \$27,780.00 CTO 43 \$60,337.00	\$9,032.00

Attachment: Attachment A (2921 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14003 CTO 22 Amendment 3	Added new design work for Sierra/Juniper Grade crossing design.	Hatch Mott MacDonald	\$20,000,000.00 Shared with Parsons Brinckerhoff (C14086)	CTO 8 \$525,255.00 CTO 10 \$57,938.56 CTO 11 \$1,579,358.00 CTO 12A \$267,034.56 CTO 15 \$759,580.00 CTO 17 \$125,539.00 CTO 19 \$498,324.00 CTO 20 \$377,498.00 CTO 23 \$1,134.55 CTO 25 \$78,441.00 CTO 26 \$21,581.00 CTO 31 \$31,542.00 CTO 32 \$498,593.00 CTO 33 \$377,893.00 CTO 35 \$58,613.86 CTO 38 \$137,852.00 CTO 41 \$27,780.00 CTO 43 \$60,337.00 CTO 44 \$9,032.00	Original \$249,729.00 Amendment 1 \$0.00 Amendment 2 \$0.00 Amendment 3 \$31,085.00 Total \$280,814.00

Attachment: Attachment A (2921 : Procurement Report)

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
15-1001310 CTO 1 Amendment 1	Additional Project Analysis for CMAQ Annual report and LCTOP Application Assistance.	PCR	\$50,000.00		Original \$7,040.00 Amendment 1 \$680.00 Total \$7,720.00

Attachment: Attachment A (2921 : Procurement Report)

Attachment A

April/May Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001456	04/26/2016	Inland Empire 66ers	Signage for 511 on main entrance and other locations at the 66ers stadium.	\$5,000.00
4001462	05/12/2016	AT&T Mobility	Cellular service for call boxes.	\$15,000.00
4001463	05/10/2016	CALCOMM Systems, Inc.	Network cabling for Finance office.	\$6,195.14

Attachment: Attachment A (2921 : Procurement Report)

Attachment A

April/May Purchase Order Amendment Actions

Purchase Order Amendments Executed:

Purchase Order No. & Amendment No.	Description of Services and Reason for Amendment	Vendor Name	Previous Amendments & Dollar Values	Dollar Amount of Amendment	Amended PO Total
None					

Attachment: Attachment A (2921 : Procurement Report)

Attachment B April/May RFP's and IFB's

Release of RFP's and IFB's

Release Date	RFP/IFB No.	Description of Services	Anticipated Dollar Amount	Anticipated Award Date	Description of Overall Program and Program Budget
				Total	

*No RFP's or IFB's to report.

Attachment: Attachment B (2921 : Procurement Report)

Minute Action

AGENDA ITEM: 3

Date: July 6, 2016

Subject:

Budget to Actual Report for third quarter ending March 31, 2016

Recommendation:

Receive and file Budget to Actual Report for third quarter ending March 31, 2016.

Background:

SANBAG's Budget for Fiscal Year 2015/2016 for new activity was adopted by the Board of Directors on June 3, 2015. This report provides a summary of program activity and task activity compared to Budget based on the new string structure implemented in Fiscal Year 2015/2016. Budgetary information includes the original and revised budgets, and unaudited year-to-date expenditures as of March 31, 2016.

Financial Impact:

This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2015/2016 Budget.

Reviewed By:

This item was received by the General Policy Committee on June 8, 2016.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

Entity: CMA, COG, CTA, CTC, SAFE

**San Bernardino Associated Governments
Budget to Actual Report: July 2015 - March 2016
Fiscal Year 2015/2016**

ENVIRONMENTAL AND ENERGY CONSERVATION

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0101	Environment	436,137	-	24,043	412,094	176,343	235,751	42.79%
0111	Energy Conservation	1,230,490	58,542	-	1,289,032	708,644	580,388	54.97%
TOTAL ENVIRONMENTAL AND ENERGY CONSERVATION		1,666,627	58,542	24,043	1,701,126	884,987	816,139	52.02%

COMMUTER AND MOTORIST ASSISTANCE

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0406	Traveler Services	2,371,345	-	25,769	2,345,576	723,986	1,621,590	30.87%
0702	Call Box System	2,426,632	-	89,234	2,337,398	947,245	1,390,153	40.53%
0704	Freeway Service Patrol/State	2,780,734	-	3,206	2,777,528	1,370,144	1,407,385	49.33%
TOTAL COMMUTER AND MOTORIST ASSISTANCE		7,578,711	-	118,209	7,460,502	3,041,374	4,419,128	40.77%

REGIONAL AND SUBREGIONAL PLANNING

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0110	Regional Planning	489,052	-	-	489,052	393,123	95,929	80.38%
0203	Congestion Management	222,614	-	-	222,614	119,190	103,424	53.54%
0404	Subregional Planning	5,379,793	559,250	30,083	5,908,960	927,648	4,981,312	15.70%
0941	Mt./Desert Planning & Project Development	229,786	-	-	229,786	38,296	191,490	16.67%
TOTAL REGIONAL AND SUBREGIONAL PLANNING		6,321,245	559,250	30,083	6,850,412	1,478,257	5,372,155	21.58%

GENERAL GOVERNMENT

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0100	Board of Directors	232,000	24,436	22,633	233,803	97,038	136,765	41.50%
0200	Executive Administration and Support	871,961	47,193	2,567	916,587	492,998	423,589	53.79%
0350	General Counsel	592,674	50,000	-	642,674	222,582	420,092	34.63%
0400	Financial Management	1,309,179	27,905	6,442	1,330,642	958,203	372,438	72.01%
0501	Intergovernmental Relations	588,535	8,175	-	596,710	211,337	385,373	35.42%
0503	Legislation	519,967	-	-	519,967	400,122	119,845	76.95%
0605	Public Affairs	1,145,929	(2,341)	-	1,143,588	551,336	592,252	48.21%
0805	Building Operation	14,201	77,474	-	91,675	76,247	15,428	83.17%
TOTAL GENERAL GOVERNMENT		5,274,446	232,842	31,642	5,475,646	3,009,864	2,465,782	54.97%

TRANSIT AND PASSENGER RAIL

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0309	General Transit	605,277	-	54,522	550,755	424,392	126,364	77.06%
0310	Transit Operating	9,479,921	433,789	3,906,582	6,007,128	2,972,350	3,034,778	49.48%
0311	Transit Capital	345,965	2,648,152	1,680,875	1,313,242	362,110	951,132	27.57%
0322	San Bernardino Transit Center	3,319,941	669,114	124,819	3,864,236	1,081,162	2,783,074	27.98%
0323	Downtown San Bernardino Passenger Rail	53,504,351	(2,662,601)	2,569,147	48,272,603	15,310,245	32,962,358	31.72%
0324	Redlands Passenger Rail	25,946,323	913,514	390,211	26,469,626	674,294	25,795,332	2.55%
0325	San Gabriel Subdivision Line Improvements	4,337,870	(1,225,250)	636,071	2,476,549	132,127	2,344,422	5.34%
0326	Goldline Extension	-	50,000	27,780	22,220	8,744	13,476	39.35%
0327	Shortway Subdivision	-	4,067,830	401,070	3,666,760	3,102,957	563,802	84.62%
0352	General Commuter Rail	1,037,831	1,226,923	35,601	2,229,153	850,951	1,378,201	38.17%
0377	Commuter Rail Operating	16,993,375	(31,778)	980,774	15,980,823	15,096,849	883,974	94.47%
0379	Commuter Rail Capital	3,819,933	7,268,597	7,737,253	3,351,277	401,174	2,950,103	11.97%
0383	Vanpool Program	1,450,128	50,000	-	1,500,128	-	1,500,128	0.00%
TOTAL TRANSIT AND PASSENGER RAIL		120,840,915	13,408,290	18,544,705	115,704,501	40,417,356	75,287,145	34.93%

Attachment: budget to actual 2016 Q3 (2922 : Budget to Actual Report third quarter ending March 31,

MAJOR PROJECT DELIVERY

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGET
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
0815	Measure I Program Management	4,769,944	-	-	4,769,944	2,915,514	1,854,430	61.12%
0820	Freeway Projects	66,780,171	4,914,457	49,556	71,645,072	6,448,480	65,196,592	9.00%
0830	Interchange Projects	77,386,270	(392,861)	98,382	76,895,027	16,785,614	60,109,413	21.83%
0840	Grade Separation Projects	48,146,598	942,861	24,137	49,065,322	12,825,319	36,240,003	26.14%
0860	Arterial Projects	429,881	-	-	429,881	124,753	305,128	29.02%
TOTAL MAJOR PROJECT DELIVERY		197,512,864	5,464,457	172,074	202,805,247	39,099,680	163,705,567	19.28%

FUND ADMINISTRATION AND PROGRAMMING

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGET
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
0500	Fund Administration	1,095,350	-	82,401	1,012,949	923,323	89,626	91.15%
0550	Programming	152,835,442	2,109,139	97,839,180	57,105,401	27,704,248	29,401,153	48.51%
TOTAL FUND ADMINISTRATION AND PROGRAMMING		153,930,792	2,109,139	97,921,581	58,118,350	28,627,572	29,490,778	49.26%

DEBT SERVICE

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK	% OF BUDGET
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
0965	2012 A Sales Tax Revenue Bond	6,080,438	-	-	6,080,438	6,076,938	3,501	99.94%
0966	2014 A Sales Tax Revenue Bond	5,138,613	-	-	5,138,613	5,135,113	3,501	99.93%
TOTAL DEBT SERVICE PROGRAM		11,219,051	-	-	11,219,051	11,212,050	7,001	99.94%

GRAND TOTAL ALL PROGRAMS	504,344,651	21,832,520	116,842,337	409,334,834	127,771,140	281,563,695	31.21%
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CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL			REVISED		PROGRAM	% OF BUDGET
	BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
ENVIRONMENTAL AND ENERGY CONSERVATION	1,666,627	58,542	24,043	1,701,126	884,987	816,139	52.02%
COMMUTER AND MOTORIST ASSISTANCE	7,578,711	-	118,209	7,460,502	3,041,374	4,419,128	40.77%
REGIONAL AND SUBREGIONAL PLANNING	6,321,245	559,250	30,083	6,850,412	1,478,257	5,372,155	21.58%
GENERAL GOVERNMENT	5,274,446	232,842	31,642	5,475,646	3,009,864	2,465,782	54.97%
TRANSIT AND PASSENGER RAIL	120,840,915	13,408,290	18,544,705	115,704,501	40,417,356	75,287,145	34.93%
MAJOR PROJECT DELIVERY	197,512,864	5,464,457	172,074	202,805,247	39,099,680	163,705,567	19.28%
FUND ADMINISTRATION AND PROGRAMMING	153,930,792	2,109,139	97,921,581	58,118,350	28,627,572	29,490,778	49.26%
DEBT SERVICE	11,219,051	-	-	11,219,051	11,212,050	7,001	99.94%
GRAND TOTAL ALL PROGRAMS	504,344,651	21,832,520	116,842,337	409,334,834	127,771,140	281,563,695	31.21%

NOTES: Certain budget appropriations represent timing of capital expenditures and can be expended over several years.
 Measure I Local pass through includes reversal of prior Fiscal Year accruals.
 Encumbrances reduce revised budget amount.

Attachment: budget to actual 2016 Q3 (2022 : Budget to Actual Report third quarter ending March 31,

Minute Action

AGENDA ITEM: 4

Date: July 6, 2016

Subject:

Pay off Net Pension Liability with CalPERS

Recommendation:

That the Board:

- A. Acting as the San Bernardino County Transportation Authority authorize use of a not-to-exceed amount of \$56,000 to pay off unfunded pension liability with California Public Employees' Retirement System.
- B. Approve a Fiscal Year 2015/2016 budget amendment in the amount of \$56,000 funded with General Fund, Local/Other, Task 0400, Financial Management.

Background:

SANBAG contributes to the California Public Employees' Retirement System (CalPERS), a cost sharing multiple employer defined benefit pension plan, on behalf of participants in the CalPERS plan who have already retired from SANBAG and are not actively contributing to the plan. Thus, the plan is part of the CalPERS Inactive Agency Risk Pool. The recommended payoff will simplify the transition of SANBAG's employees to the San Bernardino County Transportation Authority pursuant to SB 1305, currently pending in the legislature, by eliminating any notification and other obligations to CalPERS. SANBAG may have an obligation to process additional payments if CalPERS experiences investment losses. If CalPERS investments yield positive returns, the pension status will become superfunded.

SANBAG staff recommends paying off net pension liability of approximately \$56,000 to CalPERS from the SANBAG General Fund, Local/Other. This fund represents funds accumulated over time from various sources not accounted for separately. The reserve was anticipated to be used for contingencies and/or self-insurance purposes. These funds probably originated from old MSI projects or refunds. The reserve is included in the Fiscal Year 2016/2017 budget. SANBAG staff will incorporate in the Fiscal Year 2017/2018 budget a policy to use the funds in the General Fund, Local/Other. Eligible uses of these funds may include settlement of a general claim or one-time emergency or catastrophic loss.

Financial Impact:

This item is not consistent with the Fiscal Year 2015/2016 budget. Recommendation B is to approve a budget amendment in the amount of \$56,000 in Task 0400 from General Fund, Local/Other.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016. This item has been reviewed by SANBAG General Counsel.

Entity: CTA

Board of Directors Agenda Item
July 6, 2016
Page 2

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 5

Date: July 6, 2016

Subject:

Award Banking & Credit Card Services Contract

Recommendation:

That the Board acting as the San Bernardino County Transportation Authority approve Contract No. 16-1001472 with Wells Fargo Bank, National Association for Banking and Credit Card Services for a five year term with options to extend the original term of the Contract for two (2) one-year terms.

Background:

San Bernardino Associated Governments (SANBAG) has maintained a banking relationship with Community Bank since 1992. Currently, SANBAG staff is able to perform various banking activities on-line, such as positive pay, automatic clearing house transactions, remote capture deposit, and export bank statements and other data in electronic format.

The minimum balance in its accounts with the bank is \$10,000,000.00 (the “Peg Balance”) to cover the fees associated with activity on the accounts. Should SANBAG’s account activity fluctuate, the Peg Balance may also fluctuate. SANBAG is able to amend the Work offered under this Contract, the Peg Balance may be adjusted accordingly upon mutual agreement of the Parties.

Request For Proposal (RFP) 16-1001472 was released on March 14, 2016, and was sent electronically to banks registered on PlanetBids. Thirteen (13) banks downloaded the RFP packet from PlanetBids as potential proposers. The solicitation was issued in accordance with current SANBAG policies and procedures for professional services.

The RFP was also posted on SANBAG’s website in response to a request from the Chief of Fiscal Resources to engage a bank to provide Banking and Credit Card Services for SANBAG. Addendum No. 1 was issued on March 23, 2016, responding to questions and providing a copy of SANBAG’s bank analysis statement.

Two (2) proposals were received by the date and time specified in the RFP with a third proposal being received late. The proposal received late was rejected. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Analyst and found both proposals responsive.

Summary of Evaluation Process:

On April 13, 2016, the proposals were disseminated to all evaluation committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form was also distributed to the committee members. The Evaluation Committee was comprised of two (2) SANBAG staff and one staff member from City of Rancho Cucamonga and Orange County Transportation Authority.

Entity: CTA

Evaluation Committee Meeting:

Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on April 26, 2016, and discussed each proposal according to the evaluation criteria, including the proposal strengths and weaknesses. The Procurement Manager provided information regarding the reference checks of the firms. All references received were positive. At the completion of discussions the committee members individually scored the proposals based on the following evaluation criteria; Qualifications of the Firm - 25%, Management Approach - 25%, and Technical Approach/Work Plan - 30% and Cost 20%.

Minor variances in the criteria scores were noted and discussed. Full detail of the scores is included in the Contract Audit File.

Interviews:

Interviews were conducted with both firms. Interviews were 50 minutes in length, which consisted of a 10-minute 'opening statement' by the firms, followed by 30 minutes of questions and answers, and a 10-minute 'closing statement'. At the completion of the interviews, the Evaluation Committee separately scored the interviews. The assigned weighting between the technical and interviews are 40% and 60% respectively.

III. EVALUATION COMMITTEE RECOMMENDATION SUMMARY

The Committee considered both proposers qualified to perform the work specified in the Request For Proposal. The highest ranked firm, Wells Fargo Bank, National Association (Wells Fargo) is being selected for the following reasons: Experience and ability to accommodate to SANBAG's future needs, multiple bank locations, and all components are owned and run by Wells Fargo.

As a result of the scoring, the evaluation committee recommends that the contract to perform the scope of work as outlined in the Request For Proposals 16-1001472, be awarded to Wells Fargo. Wells Fargo was ranked first in technical score and overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

Financial Impact:

This item is consistent with the Fiscal Year 2016/2017 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001472 Amendment No.: 0 Vendor No.: 03218
 Vendor/Customer Name: Wells Fargo Sole Source? Yes No
 Description: Banking and credit card services
 Start Date: 7/1/2016 Expiration Date: 6/30/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount					
Original Contract	\$	100.00	Original Contingency	\$	-
Revised Contract (Inclusive of Prior Amendments)	\$	100.00	Revised Contingency (Inclusive of Prior Amendments)	\$	-
Current Amendment	\$	-	Contingency Amendment	\$	-
TOTAL CONTRACT VALUE	\$	100.00	TOTAL CONTINGENCY VALUE	\$	-
			TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$	100.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: That the General Policy Committee recommend the Board acting as the San Bernardino County Transportation Authority approve Contract No. 16-1001472 with Wells Fargo Bank, National Association for Banking and Credit Card Services for a five year term. The Authority with options to may extend the original term of the Contract for two (2) one-year option terms.

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: 2 Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Hilda Flores

Attachment: Contract Summary Sheet (2924 : Contract No. 16-1001472 for Bank Services)

EXHIBIT A “SCOPE OF WORK”

Attachment: 16-1001472 Exhibit A - Banking Services SOW (2924 : Contract No. 16-1001472 for Bank Services)

The bank institution shall:

- Establish demand deposit accounts a necessary to meet banking requirements of SANBAG. At present, two accounts are used, one checking and one money market.
- Provide an overnight investment service for excess cash balances in the demand accounts. Typically, \$3-10 million is available for overnight investment.
- Disburse funds via wire transfer or ACH transactions upon on-line request of an authorized person.
- Provide stop payment services, via on-line request.
- Provide automated balance and statement reporting for all of SANBAG accounts. Statement cutoff is last day of the month, statements available no later than the 5th business day of the following month.
- Provide bankcard services with average limits of \$10,000 for eight SANBAG Directors.
- Collateralize all collected balances, in excess of balances insured by Federal Deposit Insurance Corporation (FDIC), as required by Sections 53600 and 53635 of the California Government Code.

Minute Action

AGENDA ITEM: 6

Date: July 6, 2016

Subject:

Policy Amendment for Senior and Disabled Allocations

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority, amend Policies 40009, 40014, and 40018 concerning the Measure I Senior and Disabled Transit Programs to change the disbursement schedule from monthly to quarterly and include a section on Accounting Requirements.

Background:

Policies 40009, 40014, and 40018 in the Measure I 2010-2040 Strategic Plan establish requirements for the Valley, Victor Valley, and Rural Mountain/Desert subareas Senior and Disabled Transit Programs, respectively, for expenditure eligibility, fare subsidy program, maintenance of effort, and allocations and disbursements of funds.

SANBAG staff recommends adding a section on Accounting Requirements to establish audit requirements and consequences of not completing audits timely and issuance of an audit opinion other than unmodified as follows:

Policy VSDT/VVSDT/MDSDT-16: Compliance Audit Deadline

A transit operator's annual Compliance Audit must be completed within six (6) months after the end of the transit operator's fiscal year (Compliance Audit Deadline). SANBAG staff shall monitor the scheduling and progress of the audit to ensure prompt communication by the Auditor after information submittals by the transit operator, and timely completion of the final MSI audit report. If a transit operator is not able to meet the information submittal deadlines set by the Auditor or the Compliance Audit Deadline, the transit operator may submit a request to SANBAG's Executive Director no later than thirty days prior to the submittal deadline set by the Auditor or the Compliance Audit Deadline, whichever extension is required, and a two (2) month automatic extension will be granted. Any further requests for extensions of the Compliance Audit Deadline are subject to approval by the Board. The Board may approve further Compliance Audit Deadline extensions, if the Board finds: (1) the Compliance Audit was not completed timely for reasons outside of the transit operator's control, such as federal, state, and Governmental Accounting Standards Board (GASB) reporting requirements, or catastrophic events; or (2) it is in the best interests of SANBAG to grant the extension. SANBAG staff shall be responsible for requesting extensions related to Auditor performance.

Entity: CTA

Policy VSDD/VVSDT/MDSDD -17: Remedies

- a. If a transit operator's annual Compliance Audit determines that the transit operator used Measure I Senior and Disabled Sales Tax Funds for ineligible expenses, the transit operator shall repay the Measure I Senior and Disabled Sales Tax Fund, in the amount of the ineligible expenses, immediately from another source through an internal fund transfer.
- b. If a transit operator's annual Compliance Audit fails to be completed with an unmodified opinion by the Compliance Audit Deadline, as extended pursuant to Policy VSDD/VVSDT/MDSDD -16, the transit operator shall repay the Measure I Senior and Disabled Sales Tax Fund, in the amount of the Measure I Senior and Disabled Allocation for the fiscal year subject of annual Compliance Audit findings of unsubstantiated or questioned costs, immediately from another source through an internal fund transfer.
- c. If the transit operator is unable to make such immediate repayment under VSDD/VVSDT/MDSDD-17 (a) or (b), the transit operator shall not receive its Senior and Disabled Allocation pass-through payments until the repayment amount of ineligible expenses, unsubstantiated costs, or questioned costs, have been withheld by SANBAG.
- d. If the transit operator enters into a Repayment Agreement with SANBAG, as approved by the transit operator and the SANBAG Board of Directors, providing for repayment of the amounts owed under VSDD/VVSDT/MDSDD-17 (a) or (b) over a period not to exceed five (5) years, SANBAG will return any pass-through funds withheld. SANBAG will recommence withholding Senior and Disabled Allocation pass-through funds if the transit operator fails to comply with the terms of the Repayment Agreement.

Financial Impact:

This item imposes no financial impact on the Fiscal Year 2016/2017 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016.

Responsible Staff:

William Stawarski, Chief Financial Officer

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

San Bernardino Associated Governments	Policy	40009
Adopted by the Board of Directors April 1, 2009	Revised	04/01/09
Valley Senior and Disabled Transit (VSDT) Program Measure I 2010-2040 Strategic Plan	Revision No.	0

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

Table of Contents

[Purpose](#) | [References](#) | [Definitions](#) | [Policies for Valley Subarea Senior and Disabled Transit Program](#) | [Revision History](#) |

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Subarea Senior and Disabled Transit Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility, and limitations on eligible expenditures.

II. REFERENCES

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

III. DEFINITIONS

Short Range Transit Plan (SRTP) – A five-year financially constrained plan of projected transit service levels, operating and capital improvement expenses, updated biennially and submitted to SANBAG by local transit systems.

Consolidated Transportation Services Agency (CTSA) – An agency designated pursuant to subdivision (a) of Section 15975 of the California Government Code responsible for the coordination of social service transportation.

IV. POLICIES FOR THE VALLEY SUBAREA SENIOR AND DISABLED TRANSIT PROGRAM

A. Organization of the Valley Subarea Senior and Disabled Transit Program

Policy VSDT-1: The Valley Subarea Senior and Disabled Transit Program shall follow the intent of Ordinance 04-01, i.e., to reduce fares and enhance service for senior citizens and persons with disabilities and to support the creation and operation of a Consolidated Transportation Services Agency (CTSA) which will be responsible for the coordination of transit services provided to seniors and persons with disabilities.

Policy VSDT-2: Six percent (6%) of the revenue collected within the Valley subarea shall be apportioned to the Senior and Disabled Transit Program account. A minimum of two percent (2%) of the revenue collected within the Valley shall be made available for the creation and operation of a CTSA.

B. Eligible Expenditures

Policy VSDT-3: The following shall be eligible expenditures under the Valley Subarea Senior and Disabled Transit Program:

1. CTSA Program:

At least 25% of the Valley Senior and Disabled Transit Program (2% of total Valley revenue) shall be made available for the formation and operation of a CTSA.

2. Fare Subsidy Program.

- a. Senior and Disabled Transit Program funds may be used for fare stabilization or subsidy for elderly individuals and individuals with disabilities using the Omnitrans transit services. Future fare increases for elderly individuals and individuals with disabilities may be offset through a local fare subsidy using Senior and Disabled Transit Program funds. It is the intent of the Valley fare subsidy program that the amount of fare subsidy provided per eligible passenger trip will be the same without regard to the mode of travel (fixed route, Access, or Omnalink).
- b. The amount of Senior and Disabled Transit Program funds contributed as a fare subsidy shall qualify as fare revenue for purposes of calculating the ratio of passenger fares to operating cost required by the Transportation Development Act.

3. Service and Capital Subsidy Program.

- a. Senior and Disabled Transit Program funds may be used to support existing, new, expanded, or enhanced transportation services, including capital projects, for elderly individuals and individuals with disabilities operated by Omnitrans and/or the CTSA. Examples would include direct operating subsidy for the provision of ADA complimentary paratransit service and demand responsive service for elderly individuals and individuals with disabilities.
- b. For general public transportation services, the percentage of Senior and Disabled Transit Program funds used to support operating expenses cannot exceed the percentage of elderly individuals and individuals with disabilities carried by the system in the fiscal year preceding the year in which the annual operating budget is being prepared.
- c. Senior and Disabled Transit Program funds may be used to support social service agency transportation for elderly individuals and individuals with disabilities provided such service is coordinated with the Omnitrans and/or the CTSA.
- d. Senior and Disabled Transit Program funds may be used to support education and marketing of transportation services for elderly individuals and individuals with disabilities with the intent to increase consumer's awareness and knowledge of how to use the most cost-effective service available as well as to provide education opportunities to operators that help improve the quality and effectiveness of the services provided. These program funds may also be used for complaint mediation services for transportation services to elderly individuals and individuals with disabilities.
- e. Senior and Disabled Transit Program funds may be used by Omnitrans and/or the CTSA as local matching funds to federal and state capital grant programs for the procurement of equipment used primarily for transportation service provided to elderly individuals and individuals with disabilities. Lacking access to federal and/or state grants, program funds may be used for the procurement of equipment used primarily for transportation service provided to elderly individuals and individuals with disabilities. These program funds may also be used for the incremental cost of accessible features associated with vehicle acquisitions.

C. Maintenance of Effort

Policy VSDT-4: Senior and Disabled Transit Program funds shall not be used to supplant existing federal, state and local (Local Transportation Fund) funds committed to transit and social service transportation services.

Policy VSDT-5: The maintenance of effort shall be determined by calculating the amount of Local Transportation Fund (LTF) and other funds used to support social service transportation contributed toward transportation operating expenses in Fiscal Year 2008/2009 adjusted by the Los Angeles, Riverside and Orange Counties area Consumer Price Index (CPI) for all items as determined by the U.S. Bureau of Labor Statistics.

Policy VSDT-6: Exceptions to Maintenance of Effort

An exception to the maintenance of effort shall apply if: (1) all of the LTF apportioned to the Valley is being used to support transit services; (2) the amount of federal and state transportation funding is reduced from the amount received in the prior year; or (3) the amount of social service funding provided for transportation purposes is reduced from the amount received in the prior year.

D. Allocation of Valley Subarea Senior and Disabled Program Funding

Policy VSDT-7: The SANBAG Board of Directors shall annually allocate funding to specific transit projects and programs as approved in the Omnitrans and/or CTSA SRTP.

Policy VSDT-8: Allocations to a specified project or program shall be limited to the annual forecast of revenues available within the Valley, unless there is also a residual balance of revenue available.

E. Disbursement of Valley Subarea Senior and Disabled Transit Program Funds

Policy VSDT-9: Funds approved for allocation for operating subsidies shall be disbursed to Omnitrans and/or the CTSA within thirty (30) days of the beginning end of each monthquarter, except as arranged through other agreements.

Policy VSDT-10: Funds approved for allocation for fare subsidy for elderly individuals and individuals with disabilities shall be disbursed to Omnitrans and/or the CTSA within thirty (30) days of the beginning end of each monthquarter, except as arranged through other agreements. The amount ~~to be~~ disbursed shall be substantiated in the subsequent quarter determined through the receipt of a report an invoice from ~~the~~ Omnitrans and/or the CTSA documenting the number of elderly individuals and individuals with disabilities using the service in the prior quarter and the amount of fare subsidy applied for each counted passenger.

Policy VSDT-11: Funds approved for allocation for capital purposes shall be disbursed within thirty (30) days of receipt of a copy of the procurement invoice from Omnitrans and/or the CTSA.

F. Accounting Requirements

Policy VSDT-12: Omnitrans and/or the CTSA shall establish a Special Measure I 2010-2040 Senior and Disabled Sales Tax Fund. This fund is a special revenue fund utilized to account for proceeds of specific revenue sources that are legally restricted to expenditures for Senior and Disabled transit purposes. The modified accrual basis of accounting should be used.

Policy VSDT-13: The following requirements are to provide guidance on the specific accounting treatment as it relates to the Special Measure I Senior and Disabled Sales Tax Fund.

- a. All apportionments shall be deposited directly into the Special Measure I Senior and Disabled Sales Tax Fund.
- b. Interest received from the investment of money in its Special Measure I Sales Tax Fund shall be deposited in the fund and shall be used for Senior and Disabled transit purposes.
- c. If other revenues are commingled in the Special Measure I Senior and Disabled Sales Tax Fund, it is the responsibility of Omnitrans and/or the CTSA to provide accurate and adequate documentation to support revenue and expenditure allocation, as well as segregated balances.
- d. It is allowable to fund prior year expenditures with current year revenues and/or fund balance as long as expenditures are allowable.
- e. If an expenditure is deemed ineligible in the annual Compliance Audit, the Measure I funds used must be repaid to the Special Measure I Senior and Disabled Sales Tax Fund.

Policy VSDT-14: Any interest earned on investment of Measure I Senior and Disabled Sales Tax Funds must be deposited into that fund. If Omnitrans and/or the CTSA elects to not invest its Measure I funds but at the same time invests most of its other available funds, the Measure I funds should be deposited in a separate account to clearly indicate that no such monies were invested. If Measure I Senior and Disabled Sales Tax funds are invested, they must receive their equitable proration of interest earned on the total funds invested. Several methods are available to determine an equitable distribution of interest earned. Whatever method is employed, it will be analyzed during audit to determine reasonableness and confirm distribution to the Special Measure I Senior and Disabled Sales Tax Fund. It is recommended that a distribution based on average month end cash balances be employed. In addition, if the interest distribution methodology allows for negative distributions, they will be disallowed. No interest charges based on negative cash and fund balances will be allowed.

Policy VSDT-15: Records:

- a. Source Documentation - All expenditures charged to the Measure I Senior and Disabled Sales Tax Fund must be supported by a warrant or other source document (invoice, requisition, time sheet) clearly identifying the project, services rendered, item purchased, and other pertinent data to establish a clear audit trail.
- b. Retention Period - All source documents, together with the accounting records, are deemed to be the official records of Omnitrans and/or the CTSA and must be retained by Omnitrans and/or the CTSA for five (5) years.

Policy VSDT-16: Compliance Audit Deadline

An annual Compliance Audit must be completed within six (6) months after the end of the fiscal year (Compliance Audit Deadline). SANBAG staff shall monitor the scheduling and progress of the audits to ensure prompt communication by the Auditor after information submittals by Omnitrans and/or the CTSA, and timely completion of the final MSI audit report. If Omnitrans and/or the CTSA is not able to meet the information submittal deadlines set by the Auditor or the Compliance Audit Deadline, Omnitrans and/or the CTSA may submit a request to SANBAG's Executive Director no later than thirty days prior to the submittal deadline set by the Auditor or the Compliance Audit Deadline, whichever extension is required, and a two (2) month automatic extension will be granted. Any further requests for extensions of the Compliance Audit Deadline are subject to approval by the Board. The Board may approve further Compliance Audit Deadline extensions, if the Board finds: (1) the Compliance Audit was not completed timely for reasons outside of Omnitrans' and/or the CTSA's control, such as federal, state, and GASB reporting requirements, or catastrophic events; or (2) it is in the best interests of SANBAG to grant the extension. SANBAG staff shall be responsible for requesting extensions related to Auditor performance.

Policy VSDT-17: Remedies

- a. If Omnitrans' and/or the CTSA's annual Compliance Audit determines that Omnitrans and/or the CTSA used Measure I Senior and Disabled Sales Tax Funds for ineligible expenses, Omnitrans and/or the CTSA shall repay the Measure I Senior and Disabled Sales Tax Fund, in the amount of the ineligible expenses, immediately from another source through an internal fund transfer.
- b. If Omnitrans' and/or the CTSA's annual Compliance Audit fails to be completed with an unmodified opinion by the Compliance Audit Deadline, as extended pursuant to Policy VLS-16, Omnitrans and/or the CTSA shall repay the Measure I Senior and Disabled Sales Tax Fund, in the amount of the Measure I Senior and Disabled Allocation for the fiscal year subject of annual Compliance Audit findings of unsubstantiated or questioned costs, immediately from another source through an internal fund transfer.
- c. If Omnitrans and/or the CTSA is unable to make such immediate repayment under VLS-17 (a) or (b), Omnitrans and/or the CTSA shall not receive its Senior and Disabled Allocation pass-through payments until the repayment amount of ineligible expenses, unsubstantiated costs, or questioned costs, have been withheld by SANBAG.
- d. If Omnitrans and/or the CTSA enters into a Repayment Agreement with SANBAG, as approved by Omnitrans and/or the CTSA and the SANBAG Board of Directors, providing for repayment of the amounts owed under VLS-17 (a) or (b) over a period not to exceed five (5) years, SANBAG will return any pass-through funds withheld. SANBAG will recommence withholding Senior and Disabled Allocation pass-through funds if Omnitrans and/or the CTSA fails to comply with the terms of the Repayment Agreement.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009

San Bernardino Associated Governments	Policy	40014
Adopted by the Board of Directors April 1, 2009	Revised	04/01/09
Victor Valley Senior and Disabled Transit (VVSDT) Program Measure I 2010-2040 Strategic Plan	Revision No.	0

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

Table of Contents Purpose References Definitions Policies for the Victor Valley Senior and Disabled Transit Program Revision History
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I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Victor Valley Subarea Senior and Disabled Transit Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility, and limitations on eligible expenditures.

II. REFERENCES

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

III. DEFINITIONS

Short Range Transit Plan (SRTP) – A five-year financially constrained plan of projected transit service levels, operating and capital improvement expenses, updated biennially and submitted to SANBAG by local transit systems.

Consolidated Transportation Services Agency (CTSA) – A agency designated pursuant to subdivision (a) of Section 15975 of the California Government Code responsible for the coordination of social service transportation.

Transportation Reimbursement Escort Program (TREP) – A volunteer travel reimbursement program for elderly individuals and individuals with disabilities.

IV. POLICIES FOR THE VICTOR VALLEY SENIOR AND DISABLED TRANSIT PROGRAM

A. Organization of the Victor Valley Subarea Senior and Disabled Transit Program

Policy VVSDT-1: The Victor Valley Senior and Disabled Transit Program shall follow the intent of Ordinance 04-01, i.e., “Senior and Disabled Transit is defined as contributions to transit operators for fare subsidies for senior citizens and persons with disabilities or enhancements to transit service provided to seniors and persons with disabilities.”

Policy VVSDT-2: Five percent (5%) of the revenue collected within the Victor Valley subarea shall be apportioned to the Senior and Disabled Transit Program account. The apportionment shall be increased by five tenths of a percent (0.5%) every five years to a maximum of seven and a half percent (7.5%). Such increases shall automatically occur unless each jurisdiction makes a finding that such an increase is not required to address the unmet transit needs of elderly individuals and individuals with disabilities.

B. Eligible Expenditures

Policy VVSDT-3: The following expenditures shall be eligible under the Victor Valley Senior and Disabled Transit Program:

1. Fare Subsidies

- a. Senior and Disabled Transit Program funds may be used for fare stabilization or subsidy for elderly individuals and individuals with disabilities. Future fare increases for elderly individuals and individuals with disabilities may be offset through a local fare subsidy using Senior and Disabled Transit Program funds.
- b. The amount of Senior and Disabled Transit Program funds contributed as a fare subsidy shall qualify as fare revenue for purposes of calculating the ratio of passenger fares to operating cost required by the Transportation Development Act.

2. Service and Capital Subsidies

- a. Senior and Disabled Transit Program funds may be used to support existing, new, expanded, or enhanced transportation services, including capital projects, for elderly individuals and individuals with disabilities. Examples would include direct operating subsidy for the provision of ADA complimentary paratransit service and demand responsive service for elderly individuals and individuals with disabilities.
- b. For general public transportation services, the percentage of Senior and Disabled Transit Program funds used to support operating expenses cannot exceed the percentage of elderly individuals and individuals with disabilities carried by the system in the fiscal year preceding the year in which the annual operating budget is being prepared.
- c. Senior and Disabled Transit Program funds may be used to support social service agency transportation for elderly individuals and individuals with disabilities provided such service is coordinated with and are not duplicative of the VVTA and/or the CTSA services.
- d. Senior and Disabled Transit Program funds may be used to support education and marketing of transportation services for elderly individuals and individuals with disabilities with the intent to increase consumer's awareness and knowledge of how to use the most cost-effective service available as well as to provide education opportunities to operators that help improve the quality and effectiveness of the services provided.
- e. Senior and Disabled Transit Program funds may be used as local matching funds to federal and state capital grant programs for the procurement of equipment used primarily for transportation service provided to elderly individuals and individuals with disabilities. Lacking access to federal and/or state grants, program funds may be used for the procurement of equipment used primarily for transportation service provided to elderly individuals and individuals with disabilities. These program funds may also be used for the incremental cost of accessible features associated with vehicle acquisitions.

C. Maintenance of Effort

Policy VVSDT-4: Senior and Disabled Transit Program funds shall not be used to supplant existing federal, state and local (Local Transportation Fund) funds committed to transit services.

Policy VVSDT-5: The maintenance of effort shall be determined by calculating the amount of Local Transportation Fund (LTF) each jurisdiction contributed toward transit operating expenses in Fiscal Year 2008/2009 adjusted by the Los Angeles, Riverside and Orange County's area Consumer Price Index (CPI) for all items as determined by the U.S. Bureau of Labor Statistics.

Policy VVSDT-6: Exceptions to Maintenance of Effort:

1. Upon the incorporation of a new city or town, the combined contribution of LTF by the County and the newly incorporated jurisdiction for the transit system's operating subsidy must meet the maintenance of effort requirement that would have otherwise applied to the County alone. Subsequent maintenance of effort determinations shall be made by apportioning the CPI adjusted maintenance of effort amount the County and newly incorporated jurisdiction based upon the initial population used for apportioning LTF.

2. An exception to the maintenance of effort shall apply if a jurisdiction is spending all of its LTF apportionment for transit purposes.

D. Allocation of Victor Valley Subarea Senior and Disabled Program Funding

Policy VVSDT-7: The SANBAG Board of Directors shall annually allocate funding to specific transit projects and programs as approved in each transit system's SRTP and may allocate funding to a CTSA, if one is formed, or a public entity (city or county) providing or contracting for transportation services for elderly individuals and individuals with disabilities provided those services are coordinated with and do not duplicate the services provided by the VVTA and/or CTSA.

Policy VVSDT-8: Allocations to a specified project or program shall be limited to the annual forecast of revenues available within each subarea, unless there is also a residual balance of revenue available.

E. Disbursement of Victor Valley Subarea Senior and Disabled Transit Program Funds

Policy VVSDT-9: Funds approved for allocation for operating subsidies shall be disbursed to each transit system, CTSA, and/or city and county through the VVTA and/or CTSA within thirty (30) days of the beginning of each quarterend of each month.

Policy VVSDT-10: Funds approved for allocation for fare subsidy for elderly individuals and individuals with disabilities shall be disbursed to the transit system, CTSA, and/or city and county within thirty (30) days of the beginning of each quarterend of each month. The amount ~~to be~~ disbursed shall be substantiated in the subsequent quarterdetermined through the receipt of a reportan invoice from the transit system, CTSA, and /or city and county through the VVTA documenting the number of elderly individuals and individuals with disabilities using the service in the prior month and the amount of fare subsidy applied for each counted passenger.

Policy VVSDT-11: Funds approved for allocation for capital purposes shall be disbursed within thirty (30) days of receipt of a copy of the procurement invoice from the transit system, CTSA and/or city and county, through the VVTA and/or CTSA.

F. Accounting Requirements

Policy VVSDT-12: Each transit system, CTSA and/or city and county shall establish a Special Measure I 2010-2040 Senior and Disabled Sales Tax Fund. This fund is a special revenue fund utilized to account for proceeds of specific revenue sources that are legally restricted to expenditures for Senior and Disabled transit purposes. Jurisdictions should use the modified accrual basis of accounting.

Policy VVSDT-13: The following requirements are to provide guidance on the specific accounting treatment as it relates to the Special Measure I Senior and Disabled Sales Tax Fund.

- a. All apportionments shall be deposited directly into the Special Measure I Senior and Disabled Sales Tax Fund.
- b. Interest received from the investment of money in its Special Measure I Sales Tax Fund shall be deposited in the fund and shall be used for Senior and Disabled transit purposes.
- c. If other revenues are commingled in the Special Measure I Senior and Disabled Sales Tax Fund, it is the responsibility of the transit system, CTSA and/or city and county to provide accurate and adequate documentation to support revenue and expenditure allocation, as well as segregated balances.
- d. It is allowable to fund prior year expenditures with current year revenues and/or fund balance as long as expenditures are allowable.
- e. If an expenditure is deemed ineligible in the annual Compliance Audit, the Measure I funds used must be repaid to the Special Measure I Senior and Disabled Sales Tax Fund.

Policy VVSDT-14: Any interest earned on investment of Measure I Senior and Disabled Sales Tax Funds must be deposited into that fund. Any transit system, CTSA and/or city and county not electing to invest its Measure I funds but at the same time investing most of its other available funds should deposit the Measure I funds in a separate account to clearly indicate that no such monies were invested. If Measure I Senior and Disabled Sales Tax funds are invested, they must receive their equitable proration of interest earned on the total funds invested. Several methods are available to

determine an equitable distribution of interest earned. Whatever method is employed, it will be analyzed during audit to determine reasonableness and confirm distribution to the Special Measure I Senior and Disabled Sales Tax Fund. It is recommended that a distribution based on average month end cash balances be employed. In addition, if the interest distribution methodology allows for negative distributions, they will be disallowed. No interest charges based on negative cash and fund balances will be allowed.

Policy VVSDT-15: Records:

- a. Source Documentation - All expenditures charged to the Measure I Senior and Disabled Sales Tax Fund must be supported by a warrant or other source document (invoice, requisition, time sheet) clearly identifying the project, services rendered, item purchased, and other pertinent data to establish a clear audit trail.
- b. Retention Period - All source documents, together with the accounting records, are deemed to be the official records of the transit system, CTSA and/or city and county and must be retained by the transit system, CTSA and/or city and county for five (5) years.

Policy VVSDT-16: Compliance Audit Deadline

An annual Compliance Audit must be completed within six (6) months after the end of the fiscal year (Compliance Audit Deadline). SANBAG staff shall monitor the scheduling and progress of the audits to ensure prompt communication by the Auditor after information submittals by the transit system, CTSA and/or city and county, and timely completion of the final MSI audit report. If a transit system, CTSA and/or city and county is not able to meet the information submittal deadlines set by the Auditor or the Compliance Audit Deadline, the transit system, CTSA and/or city and county may submit a request to SANBAG's Executive Director no later than thirty days prior to the submittal deadline set by the Auditor or the Compliance Audit Deadline, whichever extension is required, and a two (2) month automatic extension will be granted. Any further requests for extensions of the Compliance Audit Deadline are subject to approval by the Board. The Board may approve further Compliance Audit Deadline extensions, if the Board finds: (1) the Compliance Audit was not completed timely for reasons outside of the control of the transit system, CTSA and/or city and county, such as federal, state, and GASB reporting requirements, or catastrophic events; or (2) it is in the best interests of SANBAG to grant the extension. SANBAG staff shall be responsible for requesting extensions related to Auditor performance.

Policy VVSDT-17: Remedies

- a. If the annual Compliance Audit determines that the transit system, CTSA and/or city and county used Measure I Senior and Disabled Sales Tax Funds for ineligible expenses, the transit system, CTSA and/or city and county shall repay the Measure I Senior and Disabled Sales Tax Fund, in the amount of the ineligible expenses, immediately from another source through an internal fund transfer.
- b. If the annual Compliance Audit fails to be completed with an unmodified opinion by the Compliance Audit Deadline, as extended pursuant to Policy VVSDT-16, the transit system, CTSA and/or city and county shall repay the Measure I Senior and Disabled Sales Tax Fund, in the amount of the Measure I Senior and Disabled Allocation for the fiscal year subject of annual Compliance Audit findings of unsubstantiated or questioned costs, immediately from another source through an internal fund transfer.
- c. If the transit system, CTSA and/or city and county is unable to make such immediate repayment under VVSDT-17 (a) or (b), the transit system, CTSA and/or city and county shall not receive its Senior and Disabled Allocation pass-through payments until the repayment amount of ineligible expenses, unsubstantiated costs, or questioned costs, have been withheld by SANBAG.
- d. If the transit system, CTSA and/or city and county enters into a Repayment Agreement with SANBAG, as approved by the transit system, CTSA and/or city and county and the SANBAG Board of Directors, providing for repayment of the amounts owed under VVSDT-17 (a) or (b) over a period not to exceed five (5) years, SANBAG will return any pass-through funds withheld.

SANBAG will recommence withholding Senior and Disabled Allocation pass-through funds if the transit system, CTSA and/or city and county fails to comply with the terms of the Repayment Agreement.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009

Attachment: Policy40014 (2925 : S&D Policy Amendment)

San Bernardino Associated Governments	Policy	40018
Adopted by the Board of Directors April 1, 2009	Revised	04/01/09
Rural Mountain/Desert Subareas Senior and Disabled Transit (MDSDT) Program Measure I 2010-2040 Strategic Plan	Revision No.	0

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

Table of Contents Purpose References Definitions Policies for Rural Mountain/Desert Subareas Senior and Disabled Transit Program Revision History

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Rural Mountain/Desert Subarea Senior and Disabled Transit Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility, and limitations on eligible expenditures. The policy applies to the following four subareas: Colorado River, Morongo Basin, Mountains, and North Desert.

II. REFERENCES

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

III. DEFINITIONS

Short Range Transit Plan (SRTP): A five-year financially constrained plan of projected transit service levels, operating and capital improvement expenses, updated biennially and submitted to SANBAG by local transit systems.

Consolidated Transportation Services Agency (CTSA): A agency designated pursuant to subdivision (a) of Section 15975 of the California Government Code responsible for the coordination of social service transportation.

Transportation Reimbursement Escort Program (TREP): A volunteer travel reimbursement program for elderly individuals and individuals with disabilities.

IV. POLICIES FOR RURAL MOUNTAIN/DESERT SUBAREAS SENIOR AND DISABLED TRANSIT PROGRAM

A. Organization of the Rural Mountain/Desert Subarea Senior and Disabled Transit Program

Policy MDSDT-1: The policies for the expenditure of the Rural Mountain/Desert Subarea Senior and Disabled Transit Program shall follow the intent as contained in the approved ordinance, i.e., “Senior and Disabled Transit is defined as contributions to transit operators for fare subsidies for senior citizens and persons with disabilities or enhancements to transit service provided to seniors and persons with disabilities.”

Policy MDSDT-2: Five percent (5%) of the revenue collected within each subarea shall be apportioned to the Senior and Disabled Transit Program account. Local representatives may provide additional funding beyond the five percent (5%) upon a finding that such an increase is required to address the unmet transit needs of elderly individuals and individuals with disabilities.

B. Eligible Expenditures

Policy MDSDT-3: The following expenditures shall be eligible under the Rural Mountain/Desert Senior and Disabled Transit Program.

1. Fare Subsidies

- a. Senior and Disabled Transit Program funds may be used for fare stabilization or subsidy for elderly individuals and individuals with disabilities. Future fare increases for elderly individuals and individuals with disabilities may be offset through a local fare subsidy using Senior and Disabled Transit Program funds.
- b. The amount of Senior and Disabled Transit Program funds contributed as a fare subsidy shall qualify as fare revenue for purposes of calculating the ratio of passenger fares to operating cost required by the Transportation Development Act.

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- a. Senior and Disabled Transit Program funds may be used to support existing, new, expanded, or enhanced transportation services, including capital projects, for elderly individuals and individuals with disabilities. Examples would include direct operating subsidy for the provision of ADA complimentary paratransit service and demand responsive service for elderly individuals and individuals with disabilities.
- b. For general public transportation services, the percentage of Senior and Disabled Transit Program funds used to support operating expenses cannot exceed the percentage of elderly individuals and individuals with disabilities carried by the system in the fiscal year preceding the year in which the annual operating budget is being prepared.
- c. Senior and Disabled Transit Program funds may be used to support social service agency transportation for elderly individuals and individuals with disabilities provided such service is coordinated with and are not duplicative of the subarea public transit system or CTSA services.
- d. Senior and Disabled Transit Program funds may be used to support education and marketing of transportation services for elderly individuals and individuals with disabilities with the intent to increase consumer's awareness and knowledge of how to use the most cost-effective service available as well as to provide education opportunities to operators that help improve the quality and effectiveness of the services provided.
- e. Senior and Disabled Transit Program funds may be used as local matching funds to federal and state capital grant programs for the procurement of equipment used primarily for transportation service provided to elderly individuals and individuals with disabilities. Lacking access to federal and/or state grants, program funds may be used for the procurement of equipment used primarily for transportation service provided to elderly individuals and individuals with disabilities. These program funds may also be used for the incremental cost of accessible features associated with vehicle acquisitions.

C. Maintenance of Effort

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1. Upon the incorporation of a new city or town, the combined contribution of LTF by the County and the newly incorporated jurisdiction for the transit system's operating subsidy must meet the maintenance of effort requirement that would have otherwise applied to the County alone. Subsequent maintenance of effort determinations shall be made by apportioning the CPI adjusted

maintenance of effort amount the County and newly incorporated jurisdiction based upon the initial population used for apportioning LTF.

2. An exception to the maintenance of effort shall apply if a jurisdiction is spending all of its LTF apportionment for transit purposes.

D. Allocation of Rural Mountain/Desert Subarea Senior and Disabled Program Funding

Policy MDSDT-7: The SANBAG Board of Directors shall annually allocate funding to specific transit projects and programs as approved in each transit system's SRTP and may allocate funding to a CTSA, if one is formed, or a public entity (city or county) providing or contracting for transportation services for elderly individuals and individuals with disabilities provided those services are coordinated with and do not duplicate the services provided by the subarea transit system, and/or the CTSA.

Policy MDSDT-8: Allocations to a specified project or program shall be limited to the annual forecast of revenues available within each subarea, unless there is also a residual balance of revenue available.

E. Disbursement of Rural Mountain/Desert Subarea Senior and Disabled Transit Program Funds

Policy MDSDT-9: Funds approved for allocation for operating subsidies shall be disbursed to each transit system, CTSA, and/or city and county through the subarea transit system and/or the CTSA within thirty (30) days of the beginning of each quarter~~end of the month~~.

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Policy MDSDT-11: Funds approved for allocation for capital purposes shall be disbursed within thirty (30) days of receipt of a copy of the procurement invoice from the subarea transit system, CTSA and/or city and county, through the subarea transit system and/or CTSA.

F. Accounting Requirements

Policy MDSDT-12: Each transit system, CTSA and/or city and county shall establish a Special Measure I 2010-2040 Senior and Disabled Sales Tax Fund. This fund is a special revenue fund utilized to account for proceeds of specific revenue sources that are legally restricted to expenditures for Senior and Disabled transit purposes. Jurisdictions should use the modified accrual basis of accounting.

Policy MDSDT-13: The following requirements are to provide guidance on the specific accounting treatment as it relates to the Special Measure I Senior and Disabled Sales Tax Fund.

- a. All apportionments shall be deposited directly into the Special Measure I Senior and Disabled Sales Tax Fund.
- b. Interest received from the investment of money in its Special Measure I Sales Tax Fund shall be deposited in the fund and shall be used for Senior and Disabled transit purposes.
- c. If other revenues are commingled in the Special Measure I Senior and Disabled Sales Tax Fund, it is the responsibility of the transit system, CTSA and/or city and county to provide accurate and adequate documentation to support revenue and expenditure allocation, as well as segregated balances.
- d. It is allowable to fund prior year expenditures with current year revenues and/or fund balance as long as expenditures are allowable.
- e. If an expenditure is deemed ineligible in the annual Compliance Audit, the Measure I funds used must be repaid to the Special Measure I Senior and Disabled Sales Tax Fund.

Policy MDSDT-14: Any interest earned on investment of Measure I Senior and Disabled Sales Tax Funds must be deposited into that fund. Any transit system, CTSA and/or city and county not electing to invest its Measure I funds but at the same time investing most of its other available funds should

deposit the Measure I funds in a separate account to clearly indicate that no such monies were invested. If Measure I Senior and Disabled Sales Tax funds are invested, they must receive their equitable proration of interest earned on the total funds invested. Several methods are available to determine an equitable distribution of interest earned. Whatever method is employed, it will be analyzed during audit to determine reasonableness and confirm distribution to the Special Measure I Senior and Disabled Sales Tax Fund. It is recommended that a distribution based on average month end cash balances be employed. In addition, if the interest distribution methodology allows for negative distributions, they will be disallowed. No interest charges based on negative cash and fund balances will be allowed.

Policy MDSDT-15: Records:

- a. Source Documentation - All expenditures charged to the Measure I Senior and Disabled Sales Tax Fund must be supported by a warrant or other source document (invoice, requisition, time sheet) clearly identifying the project, services rendered, item purchased, and other pertinent data to establish a clear audit trail.
- b. Retention Period - All source documents, together with the accounting records, are deemed to be the official records of the transit system, CTSA and/or city and county and must be retained by the transit system, CTSA and/or city and county for five (5) years.

Policy MDSDT-16: Compliance Audit Deadline

An annual Compliance Audit must be completed within six (6) months after the end of the fiscal year (Compliance Audit Deadline). SANBAG staff shall monitor the scheduling and progress of the audits to ensure prompt communication by the Auditor after information submittals by the transit system, CTSA and/or city and county, and timely completion of the final MSI audit report. If a transit system, CTSA and/or city and county is not able to meet the information submittal deadlines set by the Auditor or the Compliance Audit Deadline, the transit system, CTSA and/or city and county may submit a request to SANBAG's Executive Director no later than thirty days prior to the submittal deadline set by the Auditor or the Compliance Audit Deadline, whichever extension is required, and a two (2) month automatic extension will be granted. Any further requests for extensions of the Compliance Audit Deadline are subject to approval by the Board. The Board may approve further Compliance Audit Deadline extensions, if the Board finds: (1) the Compliance Audit was not completed timely for reasons outside of the control of the transit system, CTSA and/or city and county, such as federal, state, and GASB reporting requirements, or catastrophic events; or (2) it is in the best interests of SANBAG to grant the extension. SANBAG staff shall be responsible for requesting extensions related to Auditor performance.

Policy MDSDT-17: Remedies

- a. If the annual Compliance Audit determines that the transit system, CTSA and/or city and county used Measure I Senior and Disabled Sales Tax Funds for ineligible expenses, the transit system, CTSA and/or city and county shall repay the Measure I Senior and Disabled Sales Tax Fund, in the amount of the ineligible expenses, immediately from another source through an internal fund transfer.
- b. If the annual Compliance Audit fails to be completed with an unmodified opinion by the Compliance Audit Deadline, as extended pursuant to Policy MDSDT-16, the transit system, CTSA and/or city and county shall repay the Measure I Senior and Disabled Sales Tax Fund, in the amount of the Measure I Senior and Disabled Allocation for the fiscal year subject of annual Compliance Audit findings of unsubstantiated or questioned costs, immediately from another source through an internal fund transfer.
- c. If the transit system, CTSA and/or city and county is unable to make such immediate repayment under MDSDT-17 (a) or (b), the transit system, CTSA and/or city and county shall not receive its Senior and Disabled Allocation pass-through payments until the repayment amount of ineligible expenses, unsubstantiated costs, or questioned costs, have been withheld by SANBAG.
- d. If the transit system, CTSA and/or city and county enters into a Repayment Agreement with SANBAG, as approved by the transit system, CTSA and/or city and county and the SANBAG

Board of Directors, providing for repayment of the amounts owed under MDSDT-17 (a) or (b) over a period not to exceed five (5) years, SANBAG will return any pass-through funds withheld. SANBAG will recommence withholding Senior and Disabled Allocation pass-through funds if the transit system, CTSA and/or city and county fails to comply with the terms of the Repayment Agreement.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009

Attachment: Policy40018 (2925 : S&D Policy Amendment)

Minute Action

AGENDA ITEM: 7

Date: July 6, 2016

Subject:

Unit 110 Furniture Request

Recommendation:

Authorize the Executive Director or his designee the authority to enter into a Purchase Order for a Not-To-Exceed amount of \$164,000 with GM Business Interiors to enable staff to purchase the necessary furniture to establish workstations in Unit 110 in preparation for staff who will be moving into this unit.

Background:

San Bernardino Associated Governments, acting in its capacities as the Commission and the Authority, jointly owns, with the City of San Bernardino certain real property located at 1170 West 3rd Street, San Bernardino, California, which property is known as the San Bernardino Santa Fe Depot. San Bernardino Associated Governments has exclusive rights to enter into, amend or terminate all property management agreements at the Depot, pursuant to SANBAG Cooperative Agreement No. 04-040 with the City of San Bernardino.

SANBAG has been considering its options to acquire additional office space to provide adequate work space for its staff. Recently, Southern California Regional Rail Authority (SCRRA) exercised their early termination option provided in their lease and vacated Unit 110 here at the Depot. As a result, SANBAG has decided to acquire this space which will add an additional 5,455 square feet of much needed space to our existing office space.

Staff is recommending that the Board authorize the Executive Director or his designee the authority to enter into a Purchase Order for a Not-To-Exceed amount of \$164,000 with GM Business Interiors to enable staff to purchase the necessary furniture to establish workstations in Unit 110 in preparation for staff who will be moving into this unit.

GM Business Interiors is our current vendor for office furniture and is recommended to also provide furniture for Unit 110 to ensure continuity in the product received, provide consistency in appearance, and also ensure that we retain the ability to move and or combine stations throughout SANBAG as future needs arise.

Financial Impact:

Funding for this item is consistent with Fiscal Year 2016/2017 budget under Task 0805 Building Operation.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016.

Responsible Staff:

Duane Baker, Deputy Executive Director

Entity: CTA, CTC

Board of Directors Agenda Item
July 6, 2016
Page 2

Approved
Board of Directors
Date: July 6, 2016
Witnessed By:



Minute Action

AGENDA ITEM: 8

Date: July 6, 2016

Subject:

Local Agency Formation Commission Lease Agreement for Unit 150

Recommendation:

A. Authorize the Executive Director or his designee to enter into lease agreement 16-1001429 with Local Agency Formation Commission (LAFCO) for the purposes of leasing Unit 150.

B. Authorize the Executive Director or his designee to approve necessary expenditures to cover the cost of the required tenant improvements/renovations associated with bringing this space up to current code standards which are required to allow this unit to be inhabited by LAFCO and accommodate LAFCO's use of the premises. Initial estimates would require SANBAG to fund \$130,000 all of which will be reimbursed by LAFCO over the initial 5-year term of their lease agreement.

C. Authorize the Executive Director or his designee to approve additional necessary expenditures to cover the cost of other site improvements not exclusively benefiting LAFCO, but required as a result of this renovation. Funding for the site specific improvements in the amount of \$45,000 would come from Property Assessed Clean Energy Fund.

D. Approve loan receivable in the amount of \$130,000, from Property Assessed Clean Energy Fund, to fund renovations and LAFCO over a five year term.

Background:

San Bernardino Associated Governments, acting in its capacities as the Commission and the Authority, jointly owns, with the City of San Bernardino certain real property located at 1170 West 3rd Street, San Bernardino, California, which property is known as the San Bernardino Santa Fe Depot. San Bernardino Associated Governments has exclusive rights to enter into, amend or terminate all property management agreements at the Depot, pursuant to SANBAG Cooperative Agreement No. 04-040 with the City of San Bernardino.

The Local Agency Formation Commission (LAFCO) expressed interest in leasing Unit 150 which is more commonly referred to as the Harvey House space. In order to lease this space, additional renovations are required to bring this space up to current code standards before this unit may be occupied.

Following LAFCO's inquiry to lease this unit, SANBAG began negotiations with LAFCO to identify the terms of their lease. The initial estimate to renovate this space to bring it up to current code standards was \$230,000. The initial estimate also identified an additional \$45,000 in other general site improvements which will be required to accommodate LAFCO's occupancy, but will benefit the entire property and not LAFCO exclusively. As part of the

Entity: CTA, CTC

negotiation process, SANBAG agreed to cover the \$45,000 current estimated cost of those general site improvements without reimbursement from LAFCO. LAFCO agrees to contribute \$100,000 toward the improvements at the start of construction and SANBAG will cover the remainder of the construction costs, which LAFCO will reimburse SANBAG, less the \$45,000 for the general site improvements, over the initial 5-year term of their lease.

Base Rent: LAFCO will pay a base monthly rate of \$0.95 per rentable square foot or \$3,337.35 per month for the initial 5-year term of this lease. Increase of Base Rent for Option terms will be based on CPI.

Common area expenses (CAM): LAFCO will pay 9.3% which is estimated to be approximately \$2,400 per month.

Amortized monthly cost: LAFCO will pay \$2,166.67 monthly directly to SANBAG based on initial estimates for the cost of the renovation.

Altogether, the base rent and common area expense and amortization costs, LAFCO will pay an estimated \$7,904.02 per month.

Financial Impact:

Approval of this item would result in a loan to LAFCO from SANBAG for \$130,000, from Property Assessed Clean Energy Fund, amortized over five year term. An additional \$45,000 would also be funded from Property Assessed Clean Energy Fund for site specific improvements which would not be reimbursed by LAFCO.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016. This contract has been reviewed and approved by General Counsel and the Procurement Manager.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001429 Amendment No.: 0 Vendor No.: 02417
 Vendor/Customer Name: Local Agency Formation Commission Sole Source? Yes No
 Description: Lease of Unit 150 (Harvey House Space)
 Start Date: 6/1/2017 Expiration Date: 7/24/2022 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 344,241.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 344,241.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 344,241.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: _____
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Duane Baker. Initial 5-year term at \$.95 per square foot plus CAM, each option to extend will increase per CPI. This contract summary is only for the lease revenue.

Attachment: Contract Summary Sheet (2933 : LAFCO Lease for Unit 150)

CONTRACT NO: 16-1001429

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

**LOCAL AGENCY FORMATION COMMISSION FOR SAN BERNARDINO COUNTY
(LAFCO)**

Attachment: LAFCO lease-2015 draft rev 5-18-16 [Revision 1] (2933 : LAFCO Lease for Unit 150)

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1. Summary of Lease Provisions

1.01 **Parties:** This Lease, dated, for reference purposes only, October 5, 2015, is made by and between **San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission (SANBAG)** (herein called "Landlord") and **Local Agency Formation Commission for San Bernardino County (LAFCO)** (herein called "Tenant").

1.02 **Premises:** Unit Number(s) 150, consisting of **3,513** rentable square feet, more or less, as defined in Section 2 (the "Premises").

1.03 **Building:** Commonly described as being located at **1170 West 3rd Street** in the City of **San Bernardino**, County of **San Bernardino**, State of California.

1.04 **Term:** **Five (5) years**, commencing **June 1, 2017** ("Commencement Date") and ending **March 31, 2022**, as defined in Section 5.

1.05 **Base Rent:** **\$.95** per rentable square foot of Premises per month, payable quarterly in advance on the **first** calendar day of each quarter , per Section 6.

1.06 **Base Rent Increase:** Annually, the monthly Base Rent payable under Section 1.05 shall be adjusted as provided in Section 7.

1.07 **Late Charges:** **6%** if any installment of Base Rent, Operating Expense Increase, or any other sum due from Tenant shall not be received by Landlord within **five (5)** business days after the first day of each month.

1.08 **Security Deposit:** **\$0.00.**

1.09 **Tenant's Share of Common Area Operating Expenses:** **9.3%** as defined in Section 6.

1.10 **Parking:** Maximum **fourteen (14)** unreserved and unassigned vehicle parking spaces for Tenant's employees and visitors (who shall not utilize any spaces reserved for other occupants of the Depot), as provided for in Section 4.

1.11 **Use:** **LAFCO Offices.**

1.12 **Utilities:** Provided by Landlord (subject to reimbursement as may be provided for in this Lease): **Water/Sewer/Gas/Trash** Provided by Tenant: **Electricity/Phone/Data**, as further defined and subject to the provisions in Section 11.

1.13 **Maintenance & Repairs:** Interior of Premises maintained by **Tenant**; Exterior of Building maintained by **Landlord** subject to and in accordance with Section 10.

1.14 **Insurance:** **\$1,000,000** liability policy required to be carried by Tenant prior to Occupancy - see Section 13.

1.15 **Options to Extend:** Tenant has **two (2)** Options to Extend the term of this Lease for a period of **five (5) years** each, as provided for in Section 25.

1.16 **Tenant Improvements:** (check one)

- Tenant to accept Premises in as-is condition.
- Landlord to provide Tenant Improvements as provided for in Paragraph 28.
- Tenant to provide Tenant Improvements as provided for in Paragraph ____.

1.17 **Notices:**

To Landlord:

San Bernardino Associated Governments (SANBAG)

**c/o City Commercial Management
10722 Arrow Route - Suite 500
Post Office Box 548
Rancho Cucamonga, CA 91729-0548
Telephone: (909) 948-1662
FAX : (909) 948-1349
Email: mike@city-commercial.com**

To Tenant:

Local Agency Formation Commission for San Bernardino County (LAFCO)

**215 N. D Street, Suite 204
San Bernardino, CA 92415-0490
(909) 388-0480
(909) 885-8170 fax
Email: lafco@lafco.sbcounty.gov**

2. Premises.

Landlord hereby leases to Tenant for the term, at the rental, and upon all of the conditions set forth herein, the Premises as defined in Section 1.02. The Premises, the Building(s), the Common Areas, and the land upon which the same are located, are collectively referred to as the "Depot" (as per the attached Site Plan). It is understood and agreed that the square footage figures set forth in the Basic Lease Provisions are approximations which Landlord and Tenant agree are reasonable and shall not be subject to revision except in connection with an actual change in the size of the Premises.

Attachment: LAFCO lease-2015 draft rev 5-18-16 [Revision 1] (2933 : LAFCO Lease for Unit 150)

Tenant hereby accepts the Premises and the Depot in their condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that it has satisfied by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's agent or agents has made any representation or warranty as to the present or future suitability of the Premises, Common Areas, or Depot for the conduct of Tenant's business. LANDLORD HEREBY DISCLOSES THAT PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938, THE PREMISES, COMMON AREAS, AND THE BUSINESS PARK HAS NOT UNDERGONE INSPECTION BY "CERTIFIED ACCESS SPECIALIST" (A CASp), AND THUS HAS NOT BEEN VERIFIED TO MEET ALL APPLICABLE CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS.

3. Common Areas.

"Common Areas" are defined as all areas outside the confines of the Premises, including but not limited to parking areas, loading and unloading zones, trash enclosures, roadways, sidewalks, walkways, parkways, ramps, driveways, landscaped areas, and that are within the Depot that are provided and designated for the general non-exclusive use of Landlord, Tenant, and all other Tenants of the Depot. Tenant, Tenant's employees, visitors, and invitees hereby agree to abide by and conform to all rules and regulations, which Landlord shall have the right in its sole reasonable discretion to modify from time to time. Landlord shall have the exclusive control and management of the Common Areas; however, Landlord shall not be responsible for the non-compliance of said rules and regulations by other tenants, employees, and invitees to the Depot. Landlord shall have the right in its sole discretion to (1) make changes to the Building exterior and/or Common Areas; (2) close temporarily any of the Common Areas for maintenance purposes so long as reasonable access remains available; and (3) to add additional improvements to the Common Areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Landlord shall have the right, without notice, in addition to such other rights and remedies it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

4. Parking.

Tenant shall be entitled to use the vehicle parking spaces as provided for in Section 1.10 on those portions of the Common Areas designated by Landlord for parking. Tenant shall not use more spaces than said maximum number, and spaces shall be used only for vehicles no larger than full-sized passenger vehicles, pick-up trucks, or sport utility vehicles. Any vehicle loading or unloading shall only be permitted in areas and at times designated by Landlord for such activities. Landlord shall have the right, without notice, to tow any of Tenant's vehicles (or Tenant's employees, invitees, contractors, or visitors) that are in violation of any parking rules and regulations, the cost of which shall be the sole responsibility of Tenant.

5. Term.

"Possession" of the Premises shall be deemed tendered to Tenant when (1) improvements, if any, are substantially completed, and (2) Tenant has been given reasonable access to the Premises, including delivery by Landlord of keys to the Premises. If for any reason Landlord cannot deliver possession of the Premises on the Commencement Date as provided for in Section 1.04, the Commencement Date and ending dates shall be correspondingly extended in relation to the Term of this Lease, and Landlord shall not be subject to any liability, nor shall such delay in commencement affect the validity of this Lease or the obligations of Tenant hereunder (except that Tenant shall not be obligated to pay rent until possession of the Premises has been delivered as provided for herein). However, there shall be no abatement of rent or adjustment of the Commencement Date if such delays are caused by actions of Tenant, Tenant's agents or contractors.

6. Rent.

Rent and Base Rent. Any and all amounts from time to time payable to Landlord by Tenant hereunder shall be referred to herein as Rent, including, but not limited to, Base Rent, and shall be paid in full when due without right of offset, setoff or deduction. Tenant shall pay to Landlord the Base Rent for the Premises as provided of in Section 1.05. Base Rent for any period less than one month shall be prorated based upon the actual number of days in the calendar month involved. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to any such other persons or at any such other places as Landlord may designate in writing.

Common Area Maintenance Expenses ("CAM"). Tenant shall pay to Landlord during the term hereof, in addition to the Base Rent, Tenant's Share as provided for in Section 1.09 and hereinafter defined, of all Common Area Maintenance Expenses, as herein defined, during each calendar year, also referred to as "CAM Charges", in accordance with the following provisions:

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

(i) The operation, repair and maintenance, in neat, clean, good order and condition, of the following:

(aa) The Common Areas, including parking areas, loading and unloading areas, trash areas, public restrooms, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, escalators, and roof;

(bb) Exterior signs and any tenant directories.

(cc) Fire detection (including monitoring costs) and sprinkler systems.

(ii) The cost of water, gas, electricity, and telephone to service the Common Areas.

(iii) Trash disposal, property management, security services, association fees, and the costs of any environmental inspections.

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

(v) Real Property Taxes (as defined in Section 14) for the Building and the Common Areas.

(vi) The cost of the premiums for the insurance policies maintained by Landlord under Section

13.

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

(viii) Any other services to be provided by Landlord that are stated elsewhere in this Lease to be a Common Area Maintenance Expense.

(ix) Any management fees incurred by Landlord in connection with the operation of the Depot or, at Landlord's option, in lieu of any such management fees, 15% of CAM Charges as computed without regard to this clause (ix).

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

(c) The inclusion of the improvements, facilities, and services set forth in this Section shall not be deemed to impose an obligation upon Landlord to either have said improvements or facilities or to provide those services unless the Depot already has the same or Landlord already provides the services.

(d) Tenant's Share of Common Area Operating Expenses (CAM Charges) shall be payable by Tenant within ten (10) days after a reasonably detailed statement of actual expenses is presented to Tenant by Landlord's agent. At Landlord's option, however, an amount may be estimated by Landlord from time to time of Tenant's Share of annual CAM Charges and the same shall be payable monthly or quarterly, as Landlord shall designate, during each 12-month period of the Lease term, on the same day as the Base Rent is due hereunder. Landlord shall deliver to Tenant within sixty (60) days after the expiration of each calendar year a reasonably detailed statement showing Tenant's Share of the actual CAM Charges incurred during the preceding year (the "Reconciliation"). If Tenant's payments during said preceding year exceed Tenant's Share as indicated on said Reconciliation, Landlord shall be credited the amount of such overpayment against Tenant's Share of CAM Charges next becoming due. If Tenant's payments during said preceding year were less than Tenant's Share as indicated on said Reconciliation, Tenant shall pay to Landlord the amount of the deficiency within ten (10) days after delivery by Landlord to Tenant of said Reconciliation.

7. Rent Increase.

On each anniversary date of this Lease, the Base Rent shall be increased by CPI Adjustment (see subsection "A" below) or fixed rental adjustment (see subsection "B" below).

A. CPI Rental Adjustment ("CPI"): At the times set forth in paragraph 1.06 of the Basic Lease Provisions, the monthly Base Rent shall be adjusted by the increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers, (1982-84=100), "All Items", for the City nearest the location of the Building, herein referred to as "CPI.", since the date of this Lease. The monthly Base Rent shall be calculated as follows: the Base Rent payable for the first month of the term of this Lease shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month during which the adjustment is to take effect, and the denominator of which shall be the CPI for the calendar month in which the original Lease term commences. The sum so calculated shall constitute the new monthly Base Rent hereunder, but, in no event, shall such new monthly Base Rent be more than one hundred three percent (103%) of the Base Rent payable for the month immediately preceding the date for the rent adjustment. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculations. Tenant shall continue to pay the rent at the rate previously in effect until the increase, if any, is determined. Within ten (10) days following the date on which the increase is determined, Tenant shall make such payment to Landlord as will bring the increased rental current. Thereafter the rental shall be paid at the increased rate.

8. Security Deposit – Intentionally Omitted

9. Use.

The Premises shall be used and occupied only for the purpose as provided for in Section 1.11 and for no other purpose. Tenant shall conduct its business in a lawful manner (including obtaining and maintaining any required governmental permits and licenses) and shall not use or permit use of the Premises or the Common Areas in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Depot.

10. Maintenance and Repairs.

Landlord's Obligations: Landlord shall keep the Office Building Project, including the Premises, interior and exterior walls, roof, and common areas, replacement of light bulbs, tubes, and ballasts, and the equipment whether used exclusively for the Premises or in common with other premises, in good condition and repair; provided, however, Landlord shall not be obligated to paint, repair, or replace wall coverings, or to repair or replace any improvements that are not ordinarily a part of the Building or are

above the Building standards. There shall be no abatement of rent or liability of Tenant on account of any injury or interference with Tenant's business with respect to any improvements, alterations, or repairs made by Landlord to the Office Building Project or any part thereof. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition, and repair.

Tenant's Obligations: Tenant shall be responsible for payment to Landlord as additional rent of the cost for all repairs to the Premises to the extent such cost is attributable to causes beyond normal wear and tear, including the cost of any maintenance and repair of any equipment (wherever located) that serves only Tenant or the Premises. Tenant shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Building or that are above the Building standards.

Hazardous Substances. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety, or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Tenant shall not engage in any activity in or about the Premises which constitutes a use of Hazardous Substances without the express written consent of Landlord and compliance in a timely matter (at Tenant's sole cost and expense) with all governmental requirements (including but not limited to compliance with all laws, rules, regulations, ordinances, directives, covenants, easements, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter or rating bureau). Landlord may (but without any obligation to do so) condition its consent, if granted, to Tenant's use of any Hazardous Substance upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises, and the environment against damage, contamination, or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises and/or the deposit of an additional Security Deposit. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

Tenant shall indemnify, protect, defend, and hold Landlord, its agents, employees, lenders, and ground Landlord, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of and involving and Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this subsection shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration, and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation, or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

11. Utilities & Services.

Landlord shall be responsible for the payment of the following utilities and services that serve the Premises, subject to reimbursement of same as provided for herein (check those that apply):

- Electricity
- Gas
- Water/Sewer
- Telephone & Data Service
- Trash
- Security Alarm Monitoring
- Janitorial Service & Supplies

Tenant shall be responsible for the direct payment or reimbursement to Landlord of the following utilities and services that serve the Premises (check those that apply):

- Electricity
- Gas
- Water/Sewer
- Telephone & Data Service
- Trash
- Security Alarm Monitoring
- Janitorial Service & Supplies

In the event any of Tenant's afore-mentioned utilities are not separately metered to the Premises, Tenant shall pay at Landlord's option, either Tenant's Share or a reasonable proportion to be determined by Landlord of all charges jointly metered with other Premises in the Building.

Said services and utilities shall be provided during generally accepted business days and hours or such other days or hours as may hereafter be set forth. Utilities and services required at other times shall be subject to advance request and reimbursement by Tenant to Landlord of the cost thereof. Tenant shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting, or power, or suffer or permit any act that causes extra burden upon the utilities or services. Landlord shall require Tenant reimburse Landlord for any excess expenses or costs that may arise out of a breach of this subparagraph by Tenant at actual cost or at a predetermined rate of **\$50.00** per hour of usage. Landlord may, in its sole

discretion, install at Tenant's expense supplemental equipment and/or separate metering applicable to Tenant's excess usage or loading.

There shall be no abatement of rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair, or other cause beyond Landlord's reasonable control or in cooperation with governmental request or directions.

Promptly upon request from Landlord,, Tenant shall provide monthly electricity and other utility usage data for the Premises to Landlord for the period of time requested by Landlord in electronic or paper format, or, at Landlord's sole option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant's electricity and other utility usage data with respect to the Premises directly from the appropriate utility company.

12. Alterations and Additions.

Tenant shall not without Landlord's prior written consent make any alterations, improvements, additions, or repairs (hereinafter collectively referred to as "Alterations") in, on or about the Premises or the Depot. Should Landlord permit Tenant to make its own Alterations, Tenant shall use only contractors that are properly and adequately licensed and insured, and Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Landlord against any liability for mechanic's and materialmen's liens and to ensure completion of the work. Any Alterations in or about the Premises or the Depot that Tenant shall desire to make shall be presented to Landlord in written form, with proposed detailed plans. If Landlord shall give its consent to making such Alteration, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing of a copy thereof to Landlord prior to the commencement of the work, and compliance by Tenant of all conditions of said permit in a prompt and expeditious manner.

Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building, or the Depot, or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in the Premises by Tenant, and Landlord shall have the right to post notices of non-responsibility in or on the Premises or the Building as provided by law.

All Alterations which may be made on the Premises by Tenant shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration of the Lease term, unless Landlord requires their removal pursuant to Section 18.

Tenant further acknowledges that the Depot is an historical landmark and thus cannot be altered or modified in any way (including hanging anything on the walls or puncturing wall surfaces with any nail, screw, etc.) without the express written consent of Landlord.

13. Insurance and Indemnity.

Liability and Property Insurance -Tenant: Tenant shall provide a certificate of self insurance to Landlord of not less than \$1,000,000 per occurrence of bodily injury and property damage, or Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined and damage to premises rented by Tenant or in a greater amount as reasonably determined by Landlord and shall insure Tenant with Landlord as additional insured against liability arising out of the use, occupancy, or maintenance of the Premises. The policy shall be endorsed to provide: "This insurance will be primary and noncontributory with any other insurance of the additional insureds." Compliance with the above requirement shall not, however, limit the liability of Tenant hereunder. Tenant shall also maintain insurance coverage on all of Tenant's personal property, trade fixtures, and alterations and improvements in, on, or about the Premises similar in coverage to that carried by Landlord (such insurance shall be full replacement cost coverage with a deductible not to exceed \$2,500 per occurrence, and the proceeds from any such insurance shall be used exclusively for the replacement of personal property and the restoration of trade fixtures, alterations, and improvements). To the fullest extent permitted by law, Tenant hereby waives all rights of recovery under subrogation against the Additional Insured, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SANBAG, in connection to the Depot. Tenant shall deliver to Landlord certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease, and shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof.

The cost of the premiums for the insurance policies maintained by Landlord hereinafter shall be a Common Area Operating Expense.

Liability Insurance - Landlord: Landlord shall obtain and keep in force during the term of this Lease a policy of Combined Single Limit Bodily Injury and Broad Form Property Damage Insurance, plus coverage against such other risks Landlord deems advisable from time to time, insuring Landlord, but not Tenant, against liability arising out of the ownership, use, occupancy, or maintenance of the Depot in an amount not less than \$1,000,000 per occurrence.

Property Insurance: Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Depot improvements, but not Tenant's personal property, fixtures, equipment, or tenant improvements, in an amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, plate glass, and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Depot. In addition, Landlord shall obtain and keep in force, during the term of this Lease, a policy of rental value insurance

covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Operating Expenses for said period. Tenant shall not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. In the event that the Premises shall suffer any insured losses, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any increase in the property insurance premium for the Depot over what it was immediately prior to the commencement of the term of this Lease if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy or any act or omission of Tenant.

Waiver of Subrogation: Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors, and/or invitees.

Indemnity: Tenant shall indemnify and hold harmless Landlord and its agents, Landlord's master or ground Landlord, partners and lenders, from and against any and all claims for damage to the person or property of anyone or any entity arising from Tenant's use of the Depot, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any of Tenant's agents, contractors, employees, or invitees, and from and against all costs, attorney's fees, expenses and liabilities incurred by Landlord as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default, or negligence, and in dealing reasonably therewith, including but not limited to the defense or pursuit of any claim or any action or proceeding involved therein; and in case any action or proceeding be brought against Landlord by reason of any such matter. Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified.

Exemption of Landlord from Liability: Tenant hereby agrees the Landlord shall not be liable to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage results from conditions arising upon the Premises or upon other portions of the Depot, or from other sources or places, or from new construction or the repair, alteration, or improvement of any part of the Depot, or of the equipment, fixtures, or appurtenances applicable thereto, and regardless of whether the cause of such damage or the means or repairing the same is inaccessible. Landlord shall not be liable for any damages arising from any act or neglect of any other Tenant, occupant or user of the Depot, nor from the failure of Landlord to enforce the provisions of any other lease of any other Tenant of the Depot.

14. Property Taxes.

Real Property Taxes: Landlord shall pay real property taxes and associated assessments applicable to the Depot, subject to reimbursement as a Common Area Operating Expense by Tenant in accordance with the provisions of Sections 1.09 and 6. Tenant shall also pay to Landlord the entirety of any increase in real property tax if assessed solely by reason of additional improvements placed upon the Premises by Tenant or at Tenant's request. Real property taxes shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income, or estate taxes) imposed on the Depot or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agriculture, sanitary, fire, street, drainage or other improvement district thereof.

Personal Property Taxes: Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere.

15. Assignment & Subletting.

Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in the Lease or in the Premises, without Landlord's prior written consent, which Landlord shall not unreasonably withhold (however, Landlord reserves the right to condition any approval to assign or sublet upon Landlord's determination that (a) the proposed assignee or subtenant shall conduct a business on the Premises of a quality substantially equal to that of Tenant and consistent with the general character of the other occupants of the Depot and not in violation of any exclusives or rights then held by other tenants, and (b) the proposed assignee or subtenant be at least as financially responsible as Tenant was expected to be at the time of the execution of this Lease or of such assignment or subletting, whichever is greater). Regardless of Landlord's consent, no assignment or subletting shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the rent and other sums due Landlord hereunder including Tenant's Share of Operating Expense Increase, and to perform all other obligations to be performed by Tenant hereunder. If Tenant's obligations under this Lease have been guaranteed by third parties, then an assignment or sublease, and Landlord's consent thereto, shall not be effective unless said guarantors give their written consent to such sublease and the terms thereof. The consent by Landlord to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or to any subsequent or successive assignment or subletting by the subtenant. Landlord shall be a party to, and have the right to review, any proposed subleases and associated documents. If Tenant shall request the consent of Landlord for a proposed assignment or subletting, then Tenant shall pay Landlord's reasonable costs and expenses incurred in connection therewith, including attorneys', architects', engineers', or other consultants' fees.

In the event of any default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease, including the subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord or Tenant. The discovery of the fact that any financial statement relied upon by Landlord in giving its consent to an assignment or subletting was materially false shall, at Landlord's election, render Landlord's said consent null and void.

16. Default; Breach; Remedies.

Tenant's Default/Breach: The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

(a) The breach by Tenant of any of the covenants, conditions or provisions contained within this Lease, where such breach is of an incurable nature.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, and as when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure of Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure is curable in nature and continues for a period of three (3) business days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than three (3) business days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said three (3) business day period and thereafter diligently pursues such cure to completion. Such three (3) business day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

(d) The discovery by Landlord that any financial statement given to Landlord by Tenant, or its successor in interest or by any guarantor of Tenant's obligation hereunder, was materially false.

Landlord's Default/Breach: Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than three (3) business days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than three (3) business days are required for performance then Landlord shall not be in default if Landlord commences performance within such three (3) business day period and thereafter diligently pursues the same to completion.

Remedies: In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, recapture of any inducement such as abated rent periods, reasonable attorneys' fees, and any real estate commission actually paid; the worth at the time of award of the court having jurisdiction thereof the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease.

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

Late Charges: Tenant hereby acknowledges that the late payment by Tenant to Landlord of Base Rent, Tenant's Share of Operating Expense Increase or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Base Rent, Operating Expense Increase, or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within **five business (5)** days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to **six percent (6%)** of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

17. Estoppel Certificate.

Each party (as "responding party") shall at any time upon not less than ten (10) days' prior written notice from the other party ("requesting party") execute, acknowledge, and deliver to the requesting party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding party's knowledge, any uncured defaults on the part of the requesting party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Depot or of the business of Tenant. At the requesting party's option, the failure to deliver such statement within such time shall be conclusive upon such party that (i) this Lease is in full force and effect, without modification except as may be represented by the requesting party, (ii) there are no uncured defaults in the requesting party's performance, and (iii) if Landlord is the requesting party, not more than one month's rent has been paid in

advance.

18. Surrender; Move-out.

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord, which shall include the return of all keys and access control devices, in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by reasonable maintenance practices by Tenant. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment, and shall leave the HVAC equipment, power panels, electrical distribution systems, lighting fixtures and lamps, window coverings, wall and floor coverings, ceilings, plumbing fixtures, and all other building systems in the Premises in good operating condition.

19. Holding Over.

If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, except that the rent payable shall be **125%** of the rent immediately preceding the termination date of this Lease, and all Options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

20. Substituted Premises - Intentionally Omitted

21. Landlord's Access.

Landlord and Landlord's agents shall have the right to enter the Premises at reasonable time for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants, making such alterations, repairs, improvements, or additions to the Premises or to the Depot as Landlord may reasonably deem necessary or desirable and the erecting, using, and maintaining of utilities, services, pipes, and conduits through the Premises and/or other premises as long as there is no unreasonable interference with Tenant's property or business use of the Premises. Landlord may at any time place on or about the Premises or the Building any ordinary "For Sale" signs and Landlord may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All activities of Landlord pursuant to this paragraph shall be without abatement of rent, nor shall Landlord have any liability to Tenant for the same.

Landlord shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults, and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. This Section shall in no event constitute a waiver of Tenant's right to quiet enjoyment of the Premises.

22. Security.

Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Depot. Tenant assumes all responsibility for the protection of Tenant, its agents, and invitees and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Depot or any part thereof, in which event the cost thereof shall be included within the definition of Common Area Operating Expenses.

Tenant shall not permit anyone, except in emergency or with Landlord's prior approval, to go upon the roof of the building nor to access electrical, utility, elevator, machinery or equipment rooms.

23. Signs.

Tenant shall not place any sign upon the Premises or the Depot without Landlord's prior consent. Under no circumstances shall Tenant place a sign on any roof of the Depot. Lettering on directory or monument signs, if applicable and which must be expressly approved herein, shall be provided by Landlord Tenant, and shall conform to the Depot sign criteria. In the event Tenant is permitted signage on the Building exterior, such signage shall be subject to the Depot sign criteria and in accordance with applicable codes, requirements, and governmental approval of the City in which the Building is located. The installation, maintenance, repair, and removal (including any underlying damage caused by removal) of such exterior signage shall be provided by Tenant, at Tenant's sole cost and expense. Failure to maintain such signage shall, at Landlord's option, result in forfeiture of the sign position(s) and removal of existing signage (at Tenant's cost).

24. Subordination.

This Lease, and any Option or first refusal granted hereby, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Depot. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless otherwise terminated pursuant to its terms. Tenant agrees to execute any documents required to effectuate an attornment, a subordination, or to make this Lease or any Option granted herein prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder without further notice to Tenant or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact.

25. Options.

As used in this paragraph the word "Option" means the right or option to extend the term of this Lease or to renew this Lease;

Each Option granted to Tenant in this Lease is personal to the original Tenant and may be exercised only by the original Tenant while occupying the Premises. In the event that Tenant has multiple options to extend or renew this Lease a later option cannot be exercised unless the prior option to extend or renew this Lease has been so exercised. All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, during the term of this Lease, (i) Tenant fails to pay Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Tenant fails to commence to cure any curable default or breach of any other provision of this Lease within thirty (30) days after the date that Landlord gives notice to Tenant of such default and/or Tenant fails thereafter to diligently prosecute said cure to completion, or (iii) Landlord gives to Tenant three or more notices of default for the non-payment of rent, whether or not the defaults are cured, or (iv) if Tenant has committed any non-curable breach or is otherwise in default of any of the terms, covenants, and conditions of this Lease.

Any and all Options granted to Tenant, if any, are hereby prescribed as follows:

Option to Extend: So long as Tenant is not in default of this Lease, and has not been habitually in default during the initial or any previously extended Term as determined by Landlord in its sole discretion, Landlord hereby grants Tenant the right to extend the term of this Lease for two (2) additional periods of five (5) years each. Each successive option shall be deemed to have been automatically exercised by Tenant unless Tenant notifies Landlord, in writing, no later than ninety (90) days prior to the expiration of the preceding term, of its intent not to exercise the Option to Extend. The monthly Base Rent for these Option periods granted herein, if exercised, shall be increased annually in accordance with Section 7(a) of this Lease.

26. Damage or Destruction.

In the event the Premises sustains damages of less than fifty percent (50%) of its then replacement value, then Landlord shall repair such damage (except for Tenant's improvements, trade fixtures and equipment) as soon as reasonably possible, and this Lease shall continue in full force and effect, and Rent and other charges shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. In the event such damages are uninsured, Landlord may elect not to restore and repair the Premises, in which case this Lease shall be terminated. In either case, if such damages or destruction was caused by a negligent or willful act of Tenant, then Tenant shall make all necessary repairs and restorations at its sole cost and expense and this Lease shall continue in full force and effect with no abatement of rent.

In the event the Premises sustains damages of more than fifty percent (50%) of its then replacement value, (unless caused by a negligent or willful act of Tenant in which case Tenant shall make all necessary repairs and restorations at its sole cost and expense and this Lease shall continue in full force and effect with no abatement of rent), this Lease shall terminate effective on the date of such damage or destruction.

27. Eminent Domain.

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave the remaining portion usable by Tenant for purposes of the business for which the Premises are leased will not terminate this Lease. If Tenant determines that the remaining portion is not reasonably usable, Tenant may terminate this Lease by giving written notice of termination to Landlord no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should Tenant not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Rent and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall belong to Landlord (including damages for the bonus value of Tenant's leasehold improvements), except to the extent that part of the award is allocated as damages to fixtures of the Depot which were furnished by Tenant, or expenses for Tenant's relocation.

28. General Lease Terms:

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

Time of Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

Additional Rent. All monetary obligations of Tenant to Landlord under the terms of this Lease, including but not limited to Tenant's Share of Operating Expense Increase and any other expenses payable by Tenant hereunder shall be deemed to be rent.

Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter, including but not limited to Letters of Intent, Proposals to Lease, and other documentation associated with the negotiation of this tenancy, shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that no real estate broker on this transaction nor the Landlord or any employee or agents of any said persons has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises or the Depot and Tenant acknowledges

that Tenant assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease, including but not limited to the Occupational Safety Health Act and the Americans with Disabilities Act ("ADA"); However, Tenant shall not be responsible for ADA and/or CAL OSHA related requirements which may or may not have been addressed prior to the initiation of this Lease.

Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified or registered mail, and shall be deemed sufficiently given if delivered or addressed to Tenant or to Landlord at the address noted in Section 1.17. Mailed notices shall be deemed given upon actual receipt at the address required, or forty-eight hours following deposit in the mail, postage prepaid, whichever first occurs. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

Waivers. No waiver by Landlord or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

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

Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjusted that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as if it was not legally required to pay under the provisions of this Lease.

Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

Binding Effect; Jurisdiction. This Lease shall bind the parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of the State where the Depot is located and any litigation concerning this Lease between the parties hereto shall be initiated in the county in which the Depot is located.

Attorney's Fees. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon, shall be entitled to his reasonable attorneys' fees to be paid by the losing party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. Landlord shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and service of notice of default (including but not limited to notices required under the Unlawful Detainer statutes) and consultations in connection therewith, whether or not a legal transaction is subsequently commenced in connection with such default. The costs, salary and expenses of the City Attorney and members of his office in enforcing this contract on behalf of the City of San Bernardino shall be considered as "attorney's fees" for the purposes of this paragraph".

Consents. Wherever in this Lease the consent of one party is required to an act of the other party such consent shall not be unreasonably withheld or delayed.

Guarantor. In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Tenant under this Lease.

Authority. The individuals executing this Lease on behalf of the Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding an ownership interest in the Depot. If Tenant is a corporation, trust, or general or limited partnership, Tenant, and each individual executing this Lease on behalf of such entity represent and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of such entity.

Conflict. Any conflict between the printed provisions, Exhibits, or Addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

Multiple Parties. If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

ATTACHMENTS:

Attached hereto are the following documents which constitute a part of this Lease:

- Exhibit "A" - Rules and Regulations
- Exhibit "B" - [Intentionally omitted]
- Exhibit "C" - Space Plan

ADDITIONAL TERMS:

29. Tenant Improvements. Landlord shall provide tenant improvements and other site improvements for the Premises based upon working drawings and specifications mutually agreed upon by Landlord and Tenant and prepared in accordance with the Space Plan and Specifications, attached hereto as Exhibit "C". The cost of such improvements, including but not limited to architects ' and engineers' fees, cost of permits, materials, labor, general contractor's fees, overhead, Landlord's construction management fee, and other costs related to the construction of the improvements (but shall not include costs for Tenant's cabling, furniture, fixtures, or equipment) shall be paid for by Landlord initially, and Tenant shall reimburse Landlord for such costs, with \$100,000 paid up front in a lump sum due at the beginning of construction, and the remaining balance amortized over the initial term of the Lease and payable monthly concurrent to other rents due. The cost of the tenant improvements is currently estimated to be approximately \$230,000. In addition to the tenant improvements, the parties have identified and estimated the cost of certain necessary site improvements outside of the Tenant's actual leased space that are necessary or beneficial to Tenant's use and occupancy of the Premises. Landlord has agreed to contribute \$45,000 toward the cost of these site improvements, which will not be reimbursed by Tenant. By way of example only using estimated figures (which may not be accurate and are dependent upon the final scope of work and actual costs incurred):

Total improvements costs:	\$275,000.00
Less site improvement costs paid by Landlord:	\$45,000.00
Total tenant improvement costs reimbursed by Tenant:	\$230,000.00
Up front lump sum due from Tenant:	\$100,000.00
Balance owed by Tenant:	\$130,000.00

Amortized monthly over 5 years: \$2,166.67 per month (Amortization Payment)

The Amortization Payment each month shall be paid separately and directly to SANBAG regardless of any agent relationship SANBAG may have for collection of rents.

In the event

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

THIS LEASE HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE REAL ESTATE BROKERS, OR ANY OF THEIR AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO. THE PARTIES SHALL RELY SOLELY UPON THE ADVISE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

----- Signatures on next page -----

Attachment: LAFCO lease-2015 draft rev 5-18-16 [Revision 1] (2933 : LAFCO Lease for Unit 150)

San Bernardino Associated Governments

**Local Agency Formation Commission
for San Bernardino County (LAFCO)**

By: _____
Raymond W. Wolfe, Ph.D.
Executive Director

By: _____
Name
Title

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Robert D. Herrick
Assistant General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Procurement Manager

Attachment: LAFCO lease-2015 draft rev 5-18-16 [Revision 1] (2933 : LAFCO Lease for Unit 150)

EXHIBIT "A" RULES AND REGULATIONS

GENERAL RULES

1. Tenant shall not suffer or permit the obstruction of any Common Areas.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Depot or its occupants.
3. Tenant shall not make or permit any noise or odors that annoy or interfere with other Tenants or persons having business within the Depot.
4. Tenant shall not keep animals or birds within the Depot (unless a part of approved use as per Section 9 of this Lease), and shall not bring bicycles, motorcycles, or other vehicles into areas not designated as authorized for same.
5. Tenant shall not make, suffer, or permit litter except in appropriate receptacles for that purpose. All garbage and refuse shall be placed in containers designated for refuse collection, and such items must fit entirely within the receptacles. All large boxes and other refuse shall be broken down prior to placing in the containers. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord.
6. Tenant shall not alter any exterior lock or install new or additional locks or bolts on exterior doors without providing Landlord copies of same.
7. Tenant shall not deface the walls, partitions, or other surfaces of the premises or the Depot.
8. Tenant shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Landlord.
9. Tenant shall return all keys, including duplicates, at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
10. No window coverings, shades, or awnings shall be installed or used by Tenant without Landlord's prior approval.
11. No Tenant, employee, or invitee shall go upon the roof of the Building without Landlord's prior approval.
12. Smoking shall be restricted to designated smoking areas, if any, and then not near, doors, windows, or other entrances, exits, or openings to other units within the Depot
13. Tenant shall not install, maintain, or operate any vending machines upon the Premises without Landlord's written consent.
14. The premises shall not be used for lodging or manufacturing, cooking, or food preparation, except as an approved Use per Section 9 of this Lease.
15. Tenant shall comply with all safety, fire protection, and evacuation regulations established by Landlord or any applicable governmental agency.
16. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.
17. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
18. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Depot and its occupants. Tenant agrees to abide by these and such rules and regulations.
19. Signs shall conform to sign criteria established by Landlord and shall not exceed the quantity or dimensions authorized by Landlord. No signs (other than signs that strictly conform to sign criteria), placards, pictures, advertisements, names, or notices shall be inscribed, displayed, painted, or affixed on or to any part of the outside or inside of the Building or within the Common Areas of the Depot. Landlord shall have the right to remove any such non-conforming signs without notice to Tenant, at the expense of Tenant.
20. Tenant shall not disturb, solicit, or canvass any other Tenant within the Depot.
21. Tenant, its contractors, employers, or invitees, shall not loiter in the Common Areas of the Depot or in any way obstruct the entrances and driveways.
22. No antenna, aerial, discs, satellite dishes, or other such device shall be erected on the roof or exterior walls of the Building without Landlord's express consent.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles, non-commercial pick-up trucks, and sport utility vehicles herein called "Permitted Size Vehicles". Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".
2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.
3. Parking stickers or identification devices shall be the property of Landlord and be returned to Landlord by the holder thereof upon termination of the holder's parking privileges. Tenant will pay such replacement charge as is reasonably established by Landlord for the loss of such devices.
4. Landlord reserves the right to refuse the sale or issuance of identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws, and/or agreements.
5. Landlord reserves the right to relocate all or a part of parking spaces, and to reasonable allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances, and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which risks are assumed by the party using the parking area. No overnight parking shall be permitted.

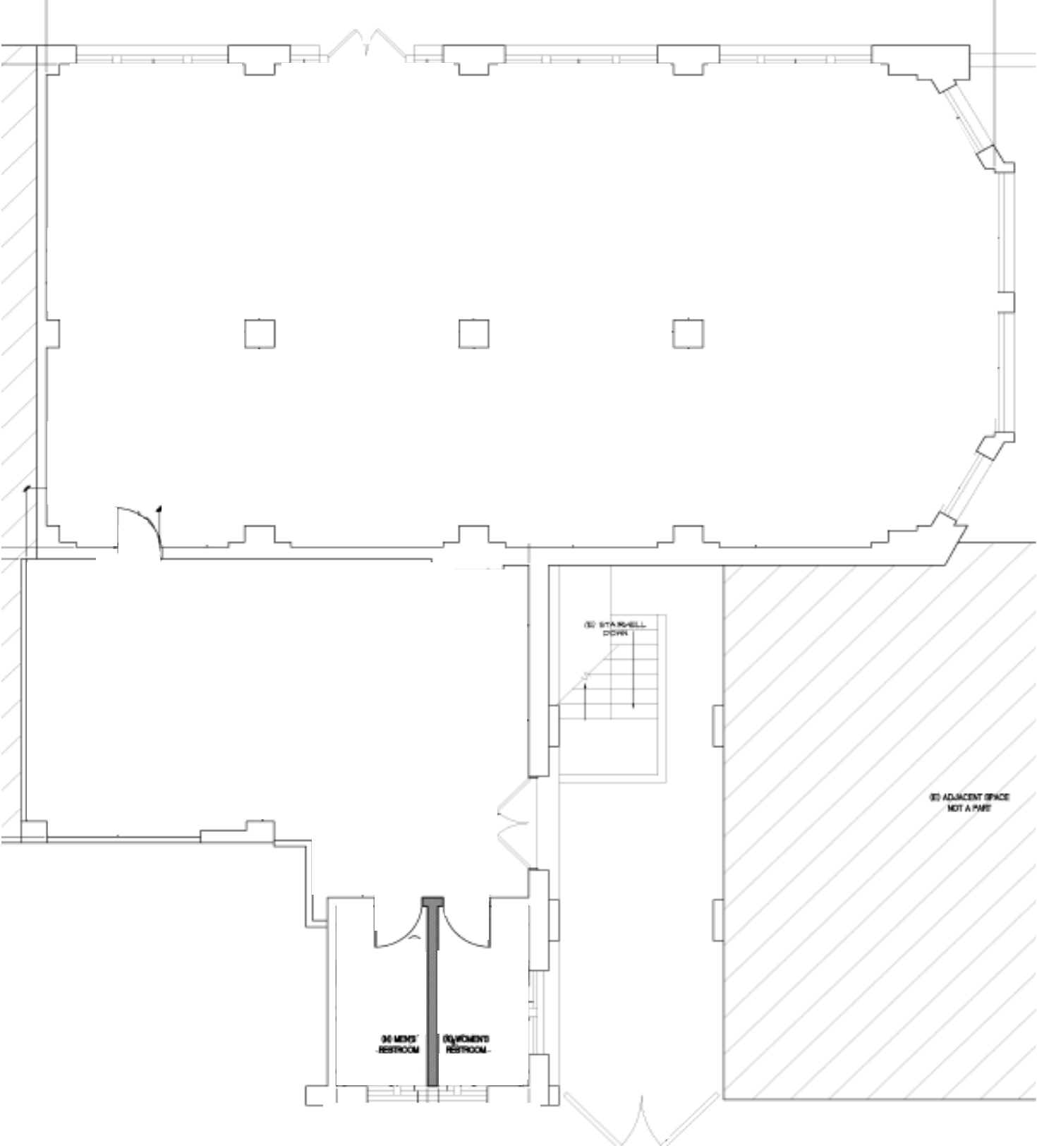
8. The maintenance, washing, waxing, or cleaning of vehicles in the parking structure or Common Areas is prohibited.
9. Tenant shall be responsible for seeing that all of its employees, agents, and invitees comply with the applicable parking rules, regulations, laws, and agreements.
10. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
11. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.
12. Violation of any of the parking rules or regulations may result, without notice, in the towing of any of Tenant's vehicles (or Tenant's employees, invitees, contractors, or visitors), the cost of which (including impound fees) shall be the sole responsibility of Tenant.

EXHIBIT "B"

[Intentionally omitted]

Attachment: LAFCO lease-2015 draft rev 5-18-16 [Revision 1] (2933 : LAFCO Lease for Unit 150)

EXHIBIT "C" SPACE PLAN



Attachment: LAFCO lease-2015 draft rev 5-18-16 [Revision 1] (2933 : LAFCO Lease for Unit 150)

Minute Action

AGENDA ITEM: 9

Date: July 6, 2016

Subject:

General Counsel Staffing

Recommendation:

That the Board authorize the addition of one Assistant General Counsel position as a full-time exempt SANBAG employee within the Senior Management Group in Salary Range 40 and to revise the SANBAG Classification Plan accordingly.

Background:

On April 4, 2012, San Bernardino Associated Governments (SANBAG) Board of Directors hired SANBAG's first in-house General Counsel, who commenced work May 19, 2012. General Counsel serves the legal needs of the Board for the five SANBAG entities.

General Counsel provides direct legal advice and counsel to SANBAG's Board of Directors, the Executive Director, and SANBAG's employee and on-site contract staff, which serve the council of governments, freeway, transit and rail, planning, interchange, grade separation, fund administration, air quality and traveler services and numerous other programs and projects. The number and value of SANBAG's programs and projects, and the volume of contracts and staff reports included in the monthly Board and policy committee agendas for which General Counsel must provide timely advice, review and approval continues to grow. Many legal issues arise during the course of projects and contracts consuming significant amounts of attorney resources and requiring immediate attention.

General Counsel is responsible for representing SANBAG in litigation matters, ensuring that lawsuits filed against SANBAG are tendered to the appropriate insurance carriers or responsible parties for defense and indemnity, and overseeing outside defense and right-of-way counsel. Additionally, General Counsel continues to identify a number of governance and contracting concerns that need to be addressed to further enhance SANBAG's compliance with the law.

General Counsel's employee staff consists of one full-time Legal Assistant. The volume, nature and complexity of the day-to-day General Counsel services, as generally described above, exceed the capacity of one attorney. Accordingly, on October 3, 2012, the Board authorized General Counsel to enter into a one-year legal services agreement (C13036) with Robert D. Herrick, a highly qualified and experienced municipal law attorney to provide Assistant General Counsel services on a contract basis. Because the excellent legal services provided by Mr. Herrick have proven to be highly valuable to SANBAG, the Board approved two amendments to Mr. Herrick's contract which currently expires on December 31, 2017.

Entity: CMA, COG, CTA, CTC, JPA, SAFE

Board of Directors Agenda Item

July 6, 2016

Page 2

Utilizing Mr. Herrick on a roughly three-quarter time, contract basis has provided flexibility for General Counsel to match legal services to demand while evaluating future growth needs for General Counsel's Office and has been more cost effective to SANBAG than contracting with a law firm for the same level of attorney experience and expertise. However, the legal work load for the organization continues to expand and the General Counsel has determined that the long term interests of SANBAG will best be served by adding a full-time Deputy or Assistant General Counsel as an employee. Mr. Herrick has conveyed his desire to move toward retirement and/or greatly reduced hours due to family and health issues. He has agreed to continue under the current arrangement during the recruitment process for the proposed new position, and to be available for overflow or project work on a limited basis as needed thereafter. This will assure a smooth and cost effective transition.

The recommendation is to add a full-time exempt Assistant General Counsel position, in Salary Range 40, which is the equivalent of SANBAG Department Director positions. It is anticipated that most of the position's funding will come from a reduction in expenditures under Mr. Herrick's contract.

Financial Impact:

Approval of this item may require an amendment to Fiscal Year 2016/2017 Budget, Task 0350, Indirect General Fund, depending on the final hiring salary. The amount budgeted for the contracted services of the current Assistant General Counsel in Fiscal Year 2016/2017 is \$300,000.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016.

Responsible Staff:

Eileen Teichert, General Counsel

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 10

Date: July 6, 2016

Subject:

Agreement with the Riverside County Transportation Commission for implementation of the San Bernardino County Rideshare, Trip Reduction and 511 programs.

Recommendation:

The Board, acting in the capacity of the San Bernardino County Transportation Commission, approve Contract No. 16-1001514 with Riverside County Transportation Commission (RCTC) for Rideshare, Trip Reduction, and 511 Programs, effective July 1, 2016 through June 30, 2017, in an amount not-to-exceed \$1,500,000.

Background:

SANBAG acting in the capacity as the San Bernardino County Transportation Commission has funded and implemented rideshare and trip reduction services since the agency's inception. In 1993, SANBAG entered a bi-county partnership with RCTC for implementation of local rideshare programs, and together in 2010, established an Inland Empire 511 program. RCTC has been the lead in the contract process for rideshare, trip reduction and 511 services, releasing the Request for Proposal, contracting with subcontractors and seeking reimbursement from SANBAG for services relating to these programs. Staff is recommending that RCTC and their subcontractors continue to provide local rideshare, trip reduction and 511 program services to SANBAG for Fiscal Year (FY) 2016/2017.

Under the FY 2016/2017 agreement, SANBAG will continue to reimburse RCTC for costs incurred for rideshare and trip reduction programs, while 511 program expenses will be shared equally, (50%/50%). During FY 2016/2017, the programs will continue to enhance as needs arise. The services provided by RCTC through its subcontractors are briefly outlined in the Scope of Work, Attachment A to Contract 16-1001514, and include:

1. Rideshare, Trip Reduction, 511 Services:
 - a. Technical and programmatic assistance for the South Coast Air Quality Management District's Rule 2002 and Average Vehicle Ridership calculation;
 - b. Administer employer surveys and disseminate customized RideGuides;
 - c. Assist employers in implementing rideshare programs for their employees;
 - d. Conduct outreach, marketing, workshops, and promotional efforts;
 - e. Maintenance of IE Commuter (iecommuter.org) and IE511 (ie511.org);
 - f. Operation of a 511 phone system available to commuters 24 hours a day, 7 days per week, 365 days per year;
 - g. Expanded tele-services, responding to 1-866-RIDESHARE inquiries from commuters and employers;
 - h. Special projects and ad-hoc studies/surveys; and
 - i. Coordination and participation on local, regional and state committees.

Entity: CTC

2. Rideshare Incentive and Reward Programs:

- a. \$2/day Rideshare incentive program for new rideshare participants who try ridesharing to work (includes taking public transit, bicycling, walking, carpooling, vanpooling, telecommuting) for a three month trial period;
- b. Rideshare Plus rewards program for ongoing rideshare participants; and
- c. Nine month staggered vanpool incentive.

Rideshare, trip reduction, and 511 programs are primarily funded by federal Congestion Mitigation and Air Quality (CMAQ) and augmented with local Measure I funds when work is not eligible for federal funding. Rideshare funding is also programmed in the Federal Transportation Improvement Program and included in the Regional Transportation Plan. As a transportation control measure, rideshare and trip reduction strategies are needed in order to assist the region in meeting its air quality and transportation conformity goals.

Financial Impact:

This item is consistent with the approved SANBAG FY 2016/2017 budget for Task 0406, primarily funded by CMAQ.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016. SANBAG General Counsel has reviewed this item and the agreement.

Responsible Staff:

Duane Baker, Deputy Executive Director

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001514 Amendment No.: _____ Vendor No.: 01768
 Vendor/Customer Name: Riverside County Transportation Commission Sole Source? Yes No
 Description: FY 2016/2017 Trip Reduction, Rideshare, and 511 Programs
 Start Date: 7/1/2016 Expiration Date: 6/30/2017 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 1,500,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,500,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,500,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve Contract No. 16-1001514

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Nicole Soto

Attachment: 16-1001514 Contract Summary Sheet (2944 : RCTC Trip Reduction / Rideshare Program FY 16/17)

AGREEMENT 16-1001514

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FOR

IMPLEMENTATION OF SAN BERNARDINO COUNTY FISCAL YEAR
2016/2017 EMPLOYER AND COMMUTER
TRIP REDUCTION/RIDESHARE PROGRAMS

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of July 2016 ("Effective Date"), in the State of California by and between SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, referred to herein as "SANBAG," and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as "RCTC."

WHEREAS, SANBAG approved allocation of Measure I - Valley Traffic Management Systems (VTMS) funds, and Victor Valley Traffic Management Systems funds, and Moving Ahead for Progress in the 21st Century Act (MAP-21) Congestion Mitigation and Air Quality (CMAQ) funds, to provide trip reduction services as well as incentives for the commuter programs.

WHEREAS, SANBAG receives CMAQ and other federal funds and may use these funds to reimburse RCTC for its Services in performing Employer and Commuter Trip Reduction/Rideshare Services and RCTC will comply with the applicable federal requirements as set forth in "Exhibit C".

WHEREAS, SANBAG requires professional and consulting services with respect to the provision of commuter services and programs within San Bernardino County.

WHEREAS, RCTC has managed the bi-county Inland Empire Commuter Services, now named IE Commuter, program since November 3, 1993, and has the expertise and resources necessary to manage such Services for SANBAG.

WHEREAS, the Code of Federal Regulations encourages grantees and subgrantees of federal funds, such as CMAQ funds, to enter into local intergovernmental agreements for procurement or use of common goods or services.

WHEREAS, for the avoidance of doubt, the parties to this Agreement acknowledge and agree that RCTC is not a subrecipient of federal funds from SANBAG, but is entering into a local intergovernmental agreement with SANBAG for procurement or use of common goods or services.

WHEREAS, RCTC will own and/or operate web based software (“Software”) implementing the Employer and Commuter Trip Reduction Rideshare Services.

WHEREAS, SANBAG will designate approved key personnel requiring access to the Software to receive log-in information for the Software from RCTC.

WHEREAS, SANBAG will protect the confidential information received or accessible through the Software and will obtain and provide to RCTC non-disclosure and confidentiality agreements with its approved key personnel designated to receive access to the Software.

NOW, THEREFORE, the parties agree as follows:

A. Contract Services.

1. RCTC will administer, market, and implement commuter services and 511 programs in coordination with RCTC’s commuter services program and in coordination with the regional ridesharing core services program in compliance with and as specified in the scope of work, Attachment “A,” attached hereto and incorporated herein by reference (the “Services”).

2. RCTC shall provide program administration and oversight and assure that its consultants and/or staff performs its Services within the budgets set forth in the scope of work, Attachment “A.”

3. RCTC will work collaboratively and in partnership with SANBAG during the initial planning phases and notify SANBAG staff of any changes to the rideshare program, as set forth in Attachment “A”.

4. SANBAG shall timely respond to RCTC on matters requiring RCTC to coordinate with SANBAG, as set forth in Attachment “A”.

5. RCTC shall provide SANBAG with the following reports, on a monthly or quarterly basis, as set forth below, relative to tasks identified in the scope of work, Attachment “A”, to this Agreement:

- (a) Monthly Commuter Assistance Program Meeting Agenda
- (b) Quarterly Commuter Assistance Report
- (c) Quarterly Commuter Assistance Program Reports
- (d) Monthly IE511 All Hands Meeting Agenda

B. Compensation.

1. It is understood that SANBAG funding for the program under this Agreement will not exceed one million five hundred thousand dollars, and no cents (\$1,500,000.00) and is expected to be provided from CMAQ funds.

2. SANBAG receives CMAQ and other federal funds and may use these other funds to reimburse RCTC for its costs in performing the Services.

3. It is agreed that SANBAG Measure I Funds or other eligible funds will reimburse RCTC for the cost of purchasing any items not reimbursable by CMAQ, and invoices submitted to SANBAG shall clearly delineate CMAQ non-reimbursable expenditures. It is agreed that in the event sufficient funds from the sources set forth above do not become available to SANBAG for this Agreement, SANBAG may immediately terminate this Agreement with written notice, but shall pay to RCTC from other sources any amounts required to cover RCTC's costs to the date of Agreement termination.

4. SANBAG shall pay RCTC on a cost-reimbursement basis, based upon invoices which delineate charges based on tasks identified in the scope of work, Attachment "A." All invoices shall be provided to SANBAG no more frequently than on a bi-monthly basis and no less than a quarterly basis. All invoices will be delivered to and received by SANBAG no later than 60 days after the end of the calendar year quarter.

5. SANBAG shall be fully responsible for obtaining cost reimbursements of CMAQ funds. SANBAG shall ensure that the CMAQ funds are used for authorized purposes in compliance with laws, regulations, and the provision of the terms in this agreement, and that performance goals are achieved.

6. SANBAG shall review all billings submitted by RCTC for accuracy and process payment based thereon to RCTC in a timely manner.

7. RCTC shall maintain during the term of this Agreement and for three years thereafter accounting records which cover the receipt and disbursement of all funds provided for the programs administered and implemented under this Agreement. Such records shall be made available for inspection during normal business hours by duly authorized representatives of SANBAG, SANBAG's auditors, Caltrans, Federal Highway Administration, and the United States Department of Transportation, so that SANBAG can comply with the Single Audit Act and OMB Circular No. A-133. In addition, the federal provisions set forth in Attachment "C" shall apply to this Agreement.

C. Term.

1. This Agreement shall commence on July 1, 2016, and terminate on June 30, 2017, unless it is extended by a written amendment approved by the parties.

2. Either party may terminate this Agreement by giving thirty (30) days written notice to the other for no or any reason, including, but not limited to, changes in legislation, rules and regulations impacting trip reduction programs. SANBAG shall pay for any Service provided up to the effective date of the termination.

3. The Executive Directors of both RCTC and SANBAG shall have the

authority in their sole discretion to give notice of termination on behalf of their respective agencies.

D. Indemnification and Insurance.

1. (a) It is understood and agreed that neither RCTC nor any officer, official, employee, director, consultant, agent, or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SANBAG under or in connection with any work authority or jurisdiction delegated to SANBAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SANBAG shall fully defend, indemnify and save harmless RCTC, and all its officers, employees, consultants and agents from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction delegated to SANBAG under this Agreement. For purposes of this paragraph D1(a) only, "RCTC" shall include Riverside County Transportation Commission in its role as the Service Authority for Freeway Emergencies.

(b) It is understood and agreed that neither SANBAG nor any officer, official, employee, director, consultant, agent, member or volunteer thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by RCTC under or in connection with any work authority or jurisdiction delegated to RCTC under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, RCTC shall fully defend, indemnify and save harmless SANBAG, and all its officers, employees, consultants and agents from all claims, suits or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RCTC or its consultants under or in connection with any work, authority or jurisdiction delegated to RCTC under this Agreement. For purposes of this paragraph D1(b) only, "SANBAG" shall include the San Bernardino Associated Governments, the San Bernardino County Transportation Commission, the San Bernardino County Transportation Authority, the San Bernardino County Service Authority for Freeway Emergencies, and the San Bernardino County Congestion Management Agency.

2. Insurance Requirements

Without anyway affecting the indemnity provisions identified in this Contract, RCTC shall, at RCTC's sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Agreement and shall be written with at least the following limits of liability:

(a) Professional Liability - Shall be provided in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. RCTC shall secure and maintain this insurance or "tail" coverage provided throughout the term of this Contract and for a minimum of three (3) years after Contract completion.

(b) Workers' Compensation - Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of RCTC and all risks to such persons under this Agreement.

(c) Commercial General Liability - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.

(d) Automobile Liability - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.

(e) Network and Privacy Insurance. RCTC shall carry, or shall cause its third party subcontractors to carry, Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate, protecting RCTC and SANBAG from the following exposures relating to RCTC's or any of its subcontractors performance under the Agreement:

(i) the theft, dissemination and/or unauthorized disclosure of use of confidential information and personally identifiable information (not to be limited bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and

(ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.

If such insurance is maintained on an occurrence basis, RCTC or its third party subcontractors shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, RCTC or its third party subcontractor shall maintain such insurance for an additional period of three years following the end of the applicable Term.

(f) Proof of Coverage - RCTC shall furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments, the San Bernardino County Transportation Commission, the San Bernardino County Transportation Authority, the San Bernardino County Service Authority for Freeway

Emergencies, and the San Bernardino County Congestion Management Agency as additional insureds on all insurances except Workers' Compensation and Professional Liability. Prior to commencing any work, RCTC shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, RCTC will provide SANBAG 30 days' notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, the RCTC will provide SANBAG ten (10) days' notice. RCTC shall maintain such insurance from the time RCTC commences performance of services hereunder until the completion of such Services. All certificates of insurance are to include the contract number and Project Manager's name.

(g) Additional Insured- All policies, except for Workers Compensation and Professional Liability policies, shall contain endorsements naming San Bernardino Associated Governments and San Bernardino County Transportation Commission and their officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out to the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for SANBAG to vicarious liability but shall allow coverage for SANBAG to the full extent provided by the policy.

(h) Waiver of Subrogation Rights - RCTC shall require the carriers of the above required coverages to waive all rights of subrogation against SANBAG, its officers, employees, agents, volunteers, contractors, and subcontractors. All general auto liability insurance coverage provided shall not prohibit RCTC or CONSULTANT'S employees or agents from waiving the right of subrogation prior to a loss or claim. RCTC hereby waives all rights of subrogation against SANBAG.

(i) All policies required herein are to be primary and non-contributory with any insurance carried or administered by SANBAG.

(j) Certificates/Insurer Rating/Cancellation Notice.

(1) RCTC shall maintain and shall require its consultants to maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.

(2) RCTC may legally self-insure, but shall require its consultants to place insurance with insurers having an A.M. Best Company rating of no less than A:VIII and licensed to do business in California.

(3) RCTC and its consultants shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

E. Rights of SANBAG and RCTC.

The Executive Directors of both SANBAG and RCTC shall have full authority to exercise their

respective entities' rights under this Agreement.

F. Ownership of Materials/Confidentiality/Use of Data.

1. Ownership. The following documents and data prepared by RCTC or RCTC's subconsultant pursuant to this Agreement shall become the common property of RCTC and SANBAG in both electronic and hard copy formats: (i) all data regarding commuters in San Bernardino County; (ii) San Bernardino County employer information; (iii) park and ride information specific to San Bernardino County; (iv) all data regarding 511 for San Bernardino County; (v) any monthly or quarterly reports produced by RCTC as required by this Agreement; and (vi) advertisements and collateral material for both the rideshare program and 511, including but not limited to; media, photos, video, messaging, etc., funded in whole or in part by SANBAG under this Agreement ("Documents and Data"). RCTC and SANBAG shall comply with all applicable state and federal law with regard to its use of such data, but shall not otherwise be limited in any way in its use of such data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the respective party's sole risk and provided that the other party shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement. Neither party to this Agreement shall sell the data or other materials prepared under this Agreement without the written permission of both parties.

2. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials described in subsection (F)(1.) either created by or provided to RCTC in connection with the performance of this Agreement, other than advertisements and collateral material for the rideshare program and 511, shall be held confidential by RCTC. Such materials shall not, without the prior written consent of SANBAG, be used by RCTC for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to RCTC that is otherwise known to RCTC or is generally known, or has become known, to the related industry shall be deemed confidential. RCTC shall not use SANBAG's name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SANBAG, except as otherwise part of the regular operation and advertisement of the rideshare program and 511.

3. Use of Data. All Documents and Data, as defined above, shall be provided to SANBAG in hard copy and electronic media. Documents and Data in electronic media shall be provided in a form that will allow SANBAG to use, access, and manipulate the data to prepare reports and perform other ridematching activities contemplated by this Agreement. All Documents and Data shall be provided to SANBAG within 30 days upon written notice.

G. Confidential Information/Non-Disclosure.

1. Confidential Information. “Confidential Information” shall include: all user names, passwords, or other log-in credentials used, provided, or accessible in connection with the Software; all data or information accessible in connection with the Software; all source code, work product, proprietary information, server logs, technical information, trade secrets, and proprietary systems related to the Software; all personal information of Employer and Commuter Trip Reduction/Rideshare Programs participants, including but not limited to a participant’s residence address, employment address or hours of employment for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs as required by California Penal Code Section 637, as well as names, biographical information, demographic information, use data, contact information, or similar personal information of participants; and any and all data, content, materials, documents and/or other information related to the Software and/or the Employer and Commuter Trip Reduction Rideshare Services designated, from time to time, in writing by RCTC as Confidential Information.

2. Non-Disclosure. Except as required by law, and notwithstanding any other provisions of this Agreement, both parties shall hold the Confidential Information in confidence, shall take reasonable precaution to protect and keep the Confidential Information confidential, shall not disclose the Confidential Information to any person or party not specifically authorized in writing by affected party to receive the Confidential Information, and shall not use the Confidential Information for any purpose other than as necessary to operate the Employer and Commuter Trip Reduction/Rideshare Services. Further, neither party shall disclose a participant’s personal information, including but not limited to a participant’s residence address, employment address or hours of employment for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs, to any other person or use such information for purposes other than as necessary to operate the Employer and Commuter Trip Reduction/Rideshare Services, without the prior written consent of the participant, as required by California Penal Code section 637. Parties shall limit access to the Confidential Information only to individuals who are directly involved in operation of the Employer and Commuter Trip Reduction/Rideshare Services and further provided that such individuals are legally bound to maintain the confidentiality of the Confidential Information on substantially the same terms as set forth herein. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, (d) independently developed by recipient without reference to the other party’s Confidential Information, or (e) is required by law, or process of law, to be disclosed.

3. Expiration. Immediately upon (a) the expiration or termination of this Agreement, or (b) a request by a party, the other party shall turn over to requesting party all Confidential Information of or pertaining to the requesting party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, except

that each party's legal counsel may retain one copy of all Confidential Information in its office solely for archival legal purposes.

4. Key Personnel. SANBAG shall designate key personnel ("Key Personnel") requiring web based access to the Software for the operation of the Employer and Commuter Trip Reduction/Rideshare Services, to receive from RCTC log-in information enabling access to the Software. Key Personnel shall use the log-in information provided by RCTC and all Confidential Information only and strictly for the operation of the Employer and Commuter Trip Reduction/Rideshare Services and shall not disclose or share such log-in information, or any other Confidential Information, with any party, whether or not employed or in any way associated with SANBAG, who has not been specifically approved in writing by RCTC to receive such log-in information or other Confidential Information.

5. Non-Disclosure and Confidentiality Agreement. To protect RCTC's Confidential Information, SANBAG shall require each Key Personnel to execute a Non-Disclosure and Confidentiality Agreement substantially in the form of Attachment "B" attached hereto and incorporated by this reference. SANBAG shall provide RCTC a signed Non-Disclosure and Confidentiality Agreement for each Key Personnel designated below or designated from time-to-time by SANBAG's Executive Director or his designee prior to RCTC's disclosure of any log-in information or other Confidential Information to such Key Personnel. SANBAG hereby designates the following individuals as Key Personnel requiring web based access to the Software for the operation of the Employer and Commuter Trip Reduction/Rideshare Programs:

6. This Paragraph G and all of its subparagraphs shall survive expiration or termination of the Agreement.

H. Independent Contractor. SANBAG retains RCTC on an independent contractor basis and RCTC and its subconsultants shall not be employees of SANBAG. The subconsultants and other personnel performing the Services under this Agreement on behalf of RCTC shall at all times be under RCTC's exclusive direction and control. RCTC shall pay all wages, salaries, and other amounts due its employees in connection with their performance of Services under this Agreement and as required by law. RCTC shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

I. Attorneys' Fees and Costs. 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 Paragraph D, Indemnification and Insurance.

J. Consent. Whenever consent or approval of any party is required under this Agreement, that party shall not unreasonably withhold nor delay such consent or approval.

K. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by reference as though fully set forth herein.

[Signatures on following page]

Attachment: 16-1001514 RCTC-SANBAG CAP and IE511 FY17 Agreement (2944 : RCTC Trip Reduction / Rideshare Program FY 16/17)

**SIGNATURE PAGE
TO
AGREEMENT _____
FOR
IMPLEMENTATION OF SAN BERNARDINO COUNTY FISCAL YEAR
2016/2017 EMPLOYER AND COMMUTER
TRIP REDUCTION/RIDESHARE PROGRAMS**

IN WITNESS THEREOF, THE AUTHORIZED PARTIES HAVE SIGNED AND EXECUTED THE AGREEMENT BELOW:

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

Robert A. Lovingood, President

Scott Matas, Chair

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

Robert D. Herrick, Assistant General Counsel

Best, Best & Krieger, LLP, General Counsel

CONCURRENCE:

Jeffery Hill
Procurement Manager

Attachment: 16-1001514 RCTC-SANBAG CAP and IE511 FY17 Agreement (2944 : RCTC Trip Reduction / Rideshare Program FY 16/17)

Attachment “A ”

Scope of Work

San Bernardino Employer and Commuter Assistance Programs

Fiscal Year 2016-17

IE Commuter

Provide a variety of services to employers and commuters, who participate in trip reduction activities. Activities shall include, but not be limited to: Host and maintain the IE511.org and IECOMMUTER.org websites, mobile device interfaces, social media platforms, and other regional products/outreach as assigned. Respond and coordinate inquiries with SANBAG rideshare/511 staff that are San Bernardino County specific and generated from 511, 1-866-RIDESHARE as well as direct referrals. Oversee and maintain an Inland Empire focused database of commuters with SANBAG owning all Documents and Data (hard copy and electronic formats), as that term is defined in Section F(1) of the Agreement. Administer and provide technical assistance for the IE Commuter program including employer, employee, and end user account management, South Coast Air Quality Management District (SCAQMD) Rule 2202, SCAQMD certified Average Vehicle Ridership (AVR) calculations, coordinating and implementing employer surveys and Ridematching including disseminating and production of RideGuides both electronically and paper, incentive program management, production of output reports including analysis of survey results, and maintaining marketing logs and commuter diary. Coordination with other rideshare agencies and service providers to assist multi-site and multi-jurisdictional employers and Employee Transportation Coordinator’s (ETC) within San Bernardino County as well as related worksites outside of the County. Conducting ETC networking meetings including bi-annual workshops, rideshare week kick-off event and recognition events. Marketing to employers, employees, and end user commuters including Rideshare Connection eNewsletters, broadcast e-mails, administering commuter promotions and incentives, graphic design for various collateral materials including but not limited to brochures, RideGuides, posters, banners etc., and web based advertising, and developing messaging for print, media, and social media advertising campaigns. Support for employer and community events as well as transportation forums. Market and administer the Vanpool Subsidization Program to employers in San Bernardino County. Maintain and increase the County’s leased Park and Ride lot program. Operate the 511 program through phone and web services, providing enhancements, resolving issues, conducting marketing and periodic surveys. Conduct special projects and studies, as assigned, and work closely with SANBAG rideshare/511 staff on all special projects and/or studies that impact the San Bernardino Rideshare and/or 511 programs. RCTC is to advise at the start of and coordinate with SANBAG rideshare/511 staff of all potential enhancements, issues, and periodic surveys if such tasks could change/alter the current Rideshare and/or 511 programs in San Bernardino County.

In addition, SANBAG rideshare/511 staff to work closely at the start with RCTC and to be in partnership during the review and subsequent approval process of the rideshare and/or 511 marketing and communication plan, messaging development, media buy, advertising materials or any incentive outreach changes. RCTC shall also provide SANBAG rideshare/511 staff with the following reports: (i) Employer Activity Report for all employers with signed Employer Participation Agreements; (ii) Program Performance; (iii) Program Management (employer output, employer management, eRideGuides, contact management, etc.); (iv) 511 mobile app statistics; (v) 511 calls and Interactive Voice Response statistical data; (vi) ie511.org statistics; and (vii) any newly developed reports.

Goals and Performance Measures:

1. Implementation of commuter assistance programs to approximately 490 regulated and non-regulated employer worksites in San Bernardino County, to assist in the development and implementation of trip reduction programs and for technical assistance.
2. Work with approximately 175 employers on AVR/Transportation surveys and AVR calculations.
3. Maintain an accurate database of approximately 47,400 active San Bernardino County commuter registrants, resulting from completed commuter surveys at approximately 175 San Bernardino County employers.
4. Disseminate approximately 8,900 RideGuides to San Bernardino County commuters at approximately 490 worksites.
5. Provide assistance to seven multisite/multijurisdictional headquarters located in San Bernardino County representing 23 worksites in San Bernardino, Riverside, as well as Los Angeles and Orange counties.
6. Develop and implement three employer transportation network meetings, one promotional marketing campaign at San Bernardino employer worksites, and other events.
7. Produce and disseminate other regional marketing materials, as standalone campaigns within the Inland Empire or regional campaigns in coordination with the five County Transportation Commissions.
8. Broadcast 12 Rideshare Connection e-mails to San Bernardino County employers.
9. For the two-county area, respond to approximately 2,000 inquires/calls from commuters who work or reside in San Bernardino or Riverside counties, via 1-866-RIDESHARE, 511, direct referrals and other internet sources.
10. Manage and operate the 511 system which will be available to commuters 24 hours a day, 7 days per week, 365 days per year.
11. The 511 phone system will provide assistance to approximately 21,000 callers per month throughout the year. The system will have the capacity to handle approximately 100,000 concurrent callers.
12. The www.ie511.org website will potentially receive approximately 40,000 unique visitors per month. Website will be able to handle approximately 100,000 concurrent users.
13. Continue 511 marketing/outreach and coordinating development of the marketing plan, campaign themes, surveys, studies and potential collateral materials for San Bernardino County with SANBAG rideshare/511 staff, before the tasks are implemented.
14. Conduct and coordinate periodic surveys with SANBAG rideshare/511 staff to determine the 511 program use, effectiveness and customer satisfaction.

15. Provide IE511 website, phone, and mobile application enhancements/upgrades as needed.
16. Collaboratively with SANBAG rideshare/511 staff, explore possible opportunities to improve the 511 system for the motorists and residents of both counties.

Rideshare Incentive Programs

The SANBAG \$2/day Rideshare Incentive offers San Bernardino County residents who commute to work, up to \$2 a day (in gift cards) for each day they participate in a rideshare mode, during a three-month period. The Vanpool Incentive Program provides up to \$1,800 over nine months in discounted vanpool fares. The SANBAG Rideshare Plus program provides ongoing ridesharers who reside in San Bernardino County a Rideshare Plus Rewards Book with discounts to local merchants plus 200,000 additional discounts available online. RCTC to manage and operate the Incentive Programs listed above, and to coordinate and discuss with SANBAG rideshare/511 staff when potential changes to the Incentive Programs are being considered.

Goals and Performance Measures:

1. The SANBAG \$2/day Rideshare Incentive program will enlist 1,100 County residents, who commute to work to 125 employers in Southern California. These participants on average have a one-way commute distance of 27.59 miles and the goal is to reduce 109,000 one way vehicle trips from the roadways.
2. The SANBAG Rideshare Plus program will consist of 6,400 members when the program is at its highest membership. Members will work at employment sites from 350 employers throughout Southern California.

Attachment “B”

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement is entered into as of _____, 2016, by and between SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION (“SANBAG”) and the undersigned interested party (“Interested Party”). SANBAG and Interested Party shall individually be referred to as a “Party” or collectively as the “Parties”.

1. RECITALS

1.1 WHEREAS, SANBAG and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (“RCTC”) entered into that certain Implementation of San Bernardino County Fiscal Year 2016/2017 Employer and Commuter Trip Reduction/Rideshare Programs Agreement dated July 1, 2016 (“Agreement”).

1.2 WHEREAS, in the Agreement, SANBAG has designated approved key personnel requiring access to the web based software (“Software”) implementing the Employer and Commuter Trip Reduction/Rideshare Programs to receive log-in information for the Software.

1.3 WHEREAS, in the Agreement, SANBAG has agreed to protect the personal information accessible through the Software of public participants in the Employer and Commuter Trip Reduction/Rideshare Programs, and has agreed to obtain non-disclosure and confidentiality agreements with all approved key personnel receiving access to the Software.

1.4 WHEREAS, SANBAG has designated Interested Party as a Key Personnel to receive Confidential Information, as those terms are defined in Agreement, and Interested Party desires to receive and protect the Confidential Information upon the terms and conditions set forth herein.

2. TERMS

2.1 Confidential Information. “Confidential Information” shall include: all user names, passwords, or other log-in credentials used, provided, or accessible in connection with the Software; all data or information accessible in connection with the Software; all source code, work product, proprietary information, server logs, technical information, trade secrets, and proprietary systems related to the Software; all market research, financial data, operating procedures, and third party confidential and proprietary information; all personal information of Employer and Commuter Trip Reduction/Rideshare Programs participants, including but not limited a participants residence address, employment address or hours of employment for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs as required by California Penal Code section 637, as well as names, biographical information, demographic information, use data, contact information, or similar personal information of participants; and any and all data, content, materials, documents and/or other information related to the Software and/or Employer and Commuter Trip

Reduction/Rideshare Programs designated, from time to time, by RCTC as confidential information.

2.2 Interested Party shall hold the Confidential Information in confidence, shall take reasonable precaution to protect and keep the Confidential Information confidential, shall not disclose the Confidential Information to any person or party not specifically authorized in writing by RCTC to receive the Confidential Information, or as and to the extent required by law or legal process, and shall not use the Confidential Information for any purpose other than as necessary to operate the Employer and Commuter Trip Reduction/Rideshare Programs. Further, Interested Party shall not disclose a participant’s personal information, including but not limited to a participant’s residence address, employment address or hours of employment for the purpose of assisting private entities in the establishment or implementation of carpooling or ridesharing programs, to any other person or use such information for purpose other than as necessary to operate the Employer and Commuter Trip Reduction/Rideshare Programs without the prior written consent of the participant as required by California Penal Code section 637. Interested Party shall limit access to the Confidential Information only to individuals who are directly involved in operation of the Employer and Commuter Trip Reduction/Rideshare Programs and further provided that such individuals are legally bound to maintain the confidentiality of the Confidential Information on substantially the same terms as set forth herein. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party’s Confidential Information.

2.3 Immediately upon (i) the expiration or termination of Interested Party’s employment or association with SANBAG, (ii) the expiration or termination of the Agreement, or (iii) a request by RCTC, Interested Party shall turn over to RCTC all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

2.4 RCTC is an express third party beneficiary of this Non-Disclosure and Confidentiality Agreement.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure and Confidentiality Agreement on the date first written above.

SANBAG

INTERESTED PARTY

By: _____
Raymond W. Wolfe, PhD
Executive Director
Title: _____

By: _____
Name: _____

Attachment: 16-1001514 RCTC-SANBAG CAP and IE511 FY17 Agreement (2944 : RCTC Trip Reduction / Rideshare Program FY 16/17)

Attachment "C"

Federal Flow Down Provisions

ARTICLE I -- FISCAL PROVISIONS

- A. The Cost Principles and Procedures set forth in 48 CFR Ch. 1, Subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.
- B. RCTC agrees to comply with Federal Department of Transportation procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. .
- C. Any costs for which payment has been made to RCTC that are determined by subsequent audit to be unallowed under 48 CFR, Ch.1, Subch E, Part 31, Contract Cost Principles and Procedures, or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be repaid by RCTC to Agency. SANBAG shall then repay RCTC for such costs, if such costs are for the Services, using local funds.

ARTICLE II – AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

- A. RCTC agrees that any and all subcontractors of RCTC performing Work under this Agreement will comply with the terms and conditions of this Agreement applicable to the portion of Work performed by them. CONSULTANT shall incorporate the following applicable provisions of this Agreement into their subcontracts regardless of the tier: Article I -- Fiscal Provisions, and this Article II -- Audits, Third Party Contracting, Records Retention and Reports.
- B. RCTC shall provide SANBAG, or authorized representatives or agents of SANBAG, including but not limited to Caltrans, Federal Transit Administration (FTA) or Federal Highway Administration (FHWA), access to CONSULTANT's records that are directly related to this Agreement for the purpose of inspection, auditing or copying. RCTC shall maintain all records related to this Agreement in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SANBAG, except in the event of litigation or settlement of claims arising out of this Agreement in which case RCTC agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Agreement. RCTC further agrees to maintain separate records for costs of work performed by amendment. RCTC shall allow SANBAG, Caltrans, FHWA, FTA or any duly authorized agents to reproduce any materials as reasonably necessary.

- D. The cost proposal and/or invoices for this Agreement are subject to audit by SANBAG and/or any state or federal agency funding this Project at any time. After RCTC receives any audit recommendations, the cost proposal shall be adjusted by RCTC and approved by SANBAG's Project Manager to conform to the audit recommendations. RCTC agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at SANBAG's sole discretion. Refusal by RCTC to incorporate the audit or post award recommendations will be considered a breach of the Agreement and cause for termination of the Agreement. Any dispute concerning the audit findings of this Agreement shall be reviewed by SANBAG's Chief Financial Officer. RCTC may request a review by submitting the request in writing to SANBAG within thirty (30) calendar days after issuance of the audit report. SANBAG shall pay all costs related to the audit. Further, a breach under this clause shall not imply any wrongdoing by RCTC. SANBAG shall pay RCTC for work completed up to the date of termination if such costs are for the Services. As determined necessary by SANBAG, such payment will be made using local funds.
- E. RCTC agrees that RCTC's 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.

ARTICLE III. EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, RCTC shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation or disability. RCTC agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

ARTICLE IV. GENERAL

- A. Subcontracts must include provisions for terminating the subcontract for cause or convenience by SANBAG. SANBAG's own preferred language may be used.
- B. Subcontracts must include administrative, contractual or legal remedies in instances of the subcontractor violating or breaching the Agreement terms.

ARTICLE V. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

RCTC shall comply with all applicable provisions of the Americans With Disabilities Act in performing Work under this Agreement.

Minute Action

AGENDA ITEM: 11

Date: July 6, 2016

Subject:

Execution of Funding Agreement related to the Implementation of a Freeway Service Patrol Beat along the SR-210 freeway, and authorize staff to release two Request for Proposals for FSP tow services.

Recommendation:

That the Board:

A. Approve Funding Agreement No.16-1001533 with the South Coast Air Quality Management District (SCAQMD) in the amount of \$800,625, with a 25% match of \$266,875 to be made with DMV/SAFE funds for the implementation of a Freeway Service Patrol (FSP) Beat along the State Route (SR)-210 from the Los Angeles County line to Citrus Avenue.

B. Authorize staff to release Request for Proposal (RFP) 16-1001522 for FSP services along Beat 14, which runs on the Interstate (I)-215 from the Riverside County line to Devore Road.

C. Authorize staff to release Request for Proposal (RFP) 16-1001523 for FSP services along Beat 31, which runs on the SR-210 from the Los Angeles County line to Citrus Avenue. This RFP will also include a request for services along FSP Beat 9, which runs along the I-10 from the Los Angeles County line to Haven Avenue.

Background:

SANBAG's FSP Program began full-time operations January of 2006. FSP is a roving team of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The goal of this partnership and of the FSP Program is to keep the freeways moving, reduce the chance of secondary accidents, and to help make the freeways safer and less congested. The FSP Program is part of an overall plan to improve transportation throughout San Bernardino County. SANBAG's FSP Program directly contributes to air quality improvements in the South Coast Air Quality Management District (SCAQMD), which is why SANBAG submitted an application for a grant with the Mobile Source Reduction and Review Committee (MSRC) in September 2015 which would provide an excellent opportunity for the program by greatly reducing impediments to efficient traffic flow along one of the most congested, busiest areas not currently being served by FSP: the SR-210 from the Los Angeles County line to Citrus Avenue, which will be known as Beat 31.

In January 2016, SANBAG was notified of being successful in receiving those grant funds. At this time, SANBAG staff is requesting approval of the attached contract C16-1001533 between SANBAG and the SCAQMD to receive grant funds in the amount of \$800,625, and match those funds with the required 25% match in the amount of \$266,875, for FSP services. Staff would like to note that this agreement has been finalized to reflect the correct insurance clause.

Entity: CTC, SAFE

Board of Directors Agenda Item

July 6, 2016

Page 2

Staff is also requesting the approval of the release of RFP 16-1001523 to acquire a tow truck service provider for the SR-210, as well as seek bids for FSP Beat 9, which currently runs along the I-10 from the Los Angeles County line to Haven Avenue. The Beat's current contractor has declined their 1st year option; therefore it will be necessary to replace their Beat which currently expires 4/30/2017. Staff would like to proceed with the RFP process for Beat 9 so that there is no service interruption.

In October 2015, staff presented an informational item to the Board discussing the current performance of SANBAG's eight (8) Beats in operation. A review of FSP Beat numbers 6 and 7 concluded that the service boundaries should be modified so that the benefit cost-ratio could be increased (the two Beats are adjacent to each other along the I-215). It was determined that the benefit cost-ratio had decreased on Beat 7 due to the ongoing construction improvements along this area of the I-215. This area of the I-215 had benefited from a number of construction related improvements such as increased capacity by the adding of traffic lanes, which impacted the benefit cost -ratio of Beat 7. In summary, the Board approved the re-organizing of the SANBAG FSP Beats in an effort to continue assisting motorists with no interruption by combining Beats 6 and 7, as well as bringing on an FSP Beat along the SR-210.

Staff is requesting approval of release of RFP 16-1001522 for the reconfiguration that will combine Beats 6 and 7. This revised Beat shall become Beat 14 and will provide service along the I-215 from the Riverside County line to Devore Road. The Beat will have the option to introduce service trucks in to the SANBAG FSP program. Service trucks have had much success in other counties in the state of California, staff is making this optional so that the evaluation committee has authority to review the rates received and make the best decision for budgeting purposes. In summary, the Beat procurements will be:

- RFP16-1001522 – Beat 14 – I-215 Riverside County line to Devore Road
- RFP16-1001523 – Beat 9 – I-10 Los Angeles County line to Haven Avenue
Beat 31 – SR-210 Los Angeles County line to Citrus Avenue

Attached is the Scope of Work for each of the RFP's, which will be incorporated into the successful Contractors' Contracts. Upon Board approval, staff will procure for the three contracts and bring back the successful proposers to the October 2016 Board meeting. The service for Beats 9, 14, and 31 are expected to begin in March 2017. With the Board's approval, this service will continue to be provided to the motoring public without disruption.

At the March 2016 Board of Directors meeting, it was suggested that perhaps all future FSP RFP's require that prospective tow truck service providers utilize Compressed Natural Gas (CNG) tow trucks only. Staff is requesting that this suggestion **not** become a requirement for the following reasons:

- 1) Getting proposals/bids from tow companies has already been a very difficult challenge. We have significantly improved participation over the last two FSP RFP's cycles with our expanding outreach program efforts and style. Making CNG a mandatory requirement could very well lead to receiving only one, perhaps two proposal submittals.
- 2) Tow trucks must be bought upfront, and most tow companies won't have the capital to pay an additional \$35-45k per tow truck to cover the natural fuel conversion costs.

- 3) The SR-210 will be SANBAG's longest Beat in mileage. The only CNG fueling station along the SR-210 is in Azusa, which is a long distance away. Per the Department of Energy, there are currently no near future plans for a station along the SR-210 in San Bernardino County. There are stations along the I-10, but not close enough for these RFP's Beat start locations. Staff is concerned the tow trucks would not make it through the shift with 1 tank, especially on extended Friday PM hours.
- 4) More recently, CNG vendors have had a tendency to propose higher hourly rates than other tow vendors, which would have an impact on SANBAG's already limited FSP Program Budget.
- 5) With the cost of diesel continuing to remain fairly low for a while now, switching over to CNG is not the motivator for tow companies as it used to be. Overall, it has not been an ideal time for the tow industry to invest in CNG or Liquefied Natural Gas (LNG) equipment when diesel fuel has remained at a fairly low cost. Until diesel prices start increasing fairly significantly again, it is going to be somewhat challenging to convince tow operators to make the additional investment to convert diesel tow trucks over to CNG.
- 6) The FSP program requirements make it mandatory for tow companies to purchase tow trucks that are less than one (1) year old, with less than 50,000 miles at the start of the contract. Currently in the fleet, all models are Dodge Ram 5500's. Since 2010, it has been required for trucks of this capacity to carry Diesel Exhaust Fluid (DEF). DEF is an emissions control liquid which removes harmful NOx emissions from diesel engines. An evaluation of the 2016 Dodge Ram 5500's 6.7L diesel engine runs very clean, only a few hundredths of a gram higher polluting than CNG fuel engines.*

*information and data is based on the emissions certification values as provided in each engine's California Air Resources Board Executive Order.

With these six points, staff is requesting that a requirement not be made to have CNG tow trucks proposed for these RFP's. Staff will continue to monitor the price of CNG/diesel as well as the CNG station developments in our county. SANBAG will certainly revisit this concern should the outlook be more positive in the future.

Financial Impact:

SCAQMD funds in the amount totaling \$800,625 with a 25% match requirement totaling \$266,875 have been budgeted for FY16/17. Funds will be expended over the next four (4) fiscal years. RFP contract awards have also been budgeted for FY16/17.

Reviewed By:

This item was reviewed and unanimously approved by the General Policy Committee on June 8, 2016. SANBAG General Counsel has reviewed this item and the agreement.

Responsible Staff:

Duane Baker, Deputy Executive Director

Board of Directors Agenda Item
July 6, 2016
Page 4

Approved
Board of Directors
Date: July 6, 2016
Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001533 Amendment No.: _____ Vendor No.: 01965
 Vendor/Customer Name: South Coast Air Quality Management District Sole Source? Yes No
 Description: FSP Program Funds for SR-210 Beat
 Start Date: 8/1/2016 Expiration Date: 9/1/2021 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 800,625.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 800,625.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 800,625.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: _____

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: JENNY HERRERA

Attachment: Contract Summary Sheet (2892 : MSRC Partnership Program Contract & FSP RFP Release)



AB 2766/MSRC TRANSPORTATION CONTROL MEASURE PARTNERSHIP PROGRAM CONTRACT

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

2. **RECITALS**
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Transportation Control Measure Program Proposal dated November 5, 2015.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

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

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

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for sixty one (61) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon sixty (60) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. INSURANCE
- A. CONTRACTOR shall furnish evidence to SCAQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
- B. CONTRACTOR shall furnish evidence to SCAQMD of general liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work

on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.

- C. CONTRACTOR shall furnish evidence to SCAQMD of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. SCAQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to SCAQMD.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, SCAQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
- E. All insurance certificates shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.
10. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.
11. PAYMENT
- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Eight Hundred Thousand Six Hundred Twenty Five Dollars (\$800,625) in accordance with Attachment 2 – Cost Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Cost Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive

Diamond Bar, CA 91765-4178
 Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Cost Schedule of this Contract or pre-authorized by SCAQMD in writing.
 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
12. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
13. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.
14. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized

overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

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

CONTRACTOR:
 San Bernardino Associated Governments
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, California 92410
 Attn: Jenny Herrera, email: JHerrera@sanbaq.ca.gov

15. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
16. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
17. OWNERSHIP - Title and full ownership rights to any products purchased or developed under this Contract shall at all time remain with CONTRACTOR. CONTRACTOR shall also retain title and full ownership rights to any documents or reports developed under this Contract. All of the above shall be subject to the following limitations:
 - A. PATENT RIGHTS - CONTRACTOR shall have patent rights, as well as title and full ownership rights, for invention(s) developed under this Contract, subject to SCAQMD retaining a no-cost, nonexclusive, nontransferable, irrevocable license to use or test such invention(s) for SCAQMD purposes. CONTRACTOR must obtain agreements to effectuate this clause with all persons or entities obtaining an ownership interest in the patented subject invention(s). Previously documented (whether patented or unpatented under the patent laws of the United States, 35 U.S.C. 1 et seq., or any foreign country)

inventions are exempt from this provision. CONTRACTOR shall submit a written report to SCAQMD's Agent disclosing each subject invention and specifying patents applied for, patents issued, and patent application(s) abandoned and/or cosponsored participants on subject invention(s).

- B. RIGHTS OF TECHNICAL DATA - SCAQMD shall have unlimited right to use technical data resulting from performance of CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.
- C. COPYRIGHT - CONTRACTOR agrees to grant SCAQMD a royalty free, nonexclusive, irrevocable, nontransferable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.
- D. SOFTWARE RIGHTS - CONTRACTOR agrees to grant SCAQMD a worldwide, royalty free, nonexclusive, irrevocable, nontransferable license in perpetuity to use any software developed by CONTRACTOR in performing its obligations under this Contract. CONTRACTOR further agrees to obtain the rights required from any third party for SCAQMD to have a worldwide, royalty free, nonexclusive, irrevocable license in perpetuity to use any other software essential to performance of CONTRACTOR'S obligations under this Contract or necessary to the operation of the software developed by CONTRACTOR. CONTRACTOR shall provide SCAQMD with documentation confirming CONTRACTOR'S right to assign the use of such software. CONTRACTOR shall also provide SCAQMD with all documentation and manuals required to operate the software developed by it or third parties.
- E. CONTRACTOR'S INSOLVENCY OR BANKRUPTCY, or PROJECT'S DISCONTINUATION - CONTRACTOR agrees that in the event that CONTRACTOR becomes insolvent or files for bankruptcy during the term of the Contract or does not complete the intent of the Contract, title to goods, services software, and equipment purchased for the performance of this Contract with AB 2766 Discretionary Funds shall revert to the SCAQMD.
18. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
19. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or

SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

20. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
21. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
22. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
23. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
24. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
25. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
26. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
27. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
28. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Cost Schedule and payment provision of the Contract.
29. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract

shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

- 30. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
- 31. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

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

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SAN BERNARDINO ASSOCIATED GOVERNMENTS

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

By: _____
Name:
Title:

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

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

By: _____

//MSRC Master Boilerplate
Revised January 27, 2016

**Attachment 1
Statement of Work
San Bernardino Associated Governments
Contract Number MS16086**

Project Description

The Freeway Service Patrol (FSP) Program is designed to relieve non-recurring congestion on freeways through the quick detection, verification, and removal of accidents and other freeway incidents. California State Route 210 (SR-210), from the San Bernardino/Los Angeles County line to Citrus Avenue, has experienced substantial growth in urban development and traffic flow. San Bernardino Associated Governments (hereinafter referred to as CONTRACTOR) proposes to implement a new FSP "Beat" for this segment of SR-210. Using funds provided by the South Coast Air Quality Management District (SCAQMD), on behalf of the Mobile Source Air Pollution Reduction Review Committee (MSRC), CONTRACTOR shall implement FSP on the SR-210.

Statement of Work

1. Development and Preparation – To their existing FSP program, CONTRACTOR shall add FSP service on the SR-210 as described below, including but not limited to securing Tow Service Operator(s).
 - a. Days and Hours of Operation:
 - i. Mondays through Thursdays from 5:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 6:30 p.m. A minimum of two FSP vehicles shall be in operation during service hours.
 - ii. Fridays from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m. A minimum of two FSP vehicles shall be in operation during service hours.
 - b. Location – SR-210 from the San Bernardino/Los Angeles County line to Citrus Avenue
 - c. Services – Quick detection, verification, and removal of accidents and other freeway incidents.
2. Service Operation - CONTRACTOR shall ensure that services are provided as described in Task 1 above for a minimum of 50 months.
3. Promotion - CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the FSP service. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.
4. Program Monitoring and Reporting
 - a. Quarterly Reports: Until work is complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results including, but not limited to:
 - Centerline miles for each beat implemented during reporting period;

**Attachment 1
Statement of Work – continued
San Bernardino Associated Governments
Contract Number MS16086**

- Average number of tow trucks deployed for each beat;
- Total number of service hours per beat for the reporting period;
- Total number of motorist assists per beat for the reporting period; and
- Average number of motorist assists per truck-hour per beat for the reporting period.

Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

- b. **Final Report:** A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions of this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future FSP projects.
5. **Project Schedule** - CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion
Task 1 – Development and Preparation	Month 3
Task 2 – Service Operation	Month 53
Task 3 – Promotion	Month 7
Task 4 – Monitoring and Reporting	Month 59

**Attachment 2
Cost Schedule
San Bernardino Associated Governments
Contract Number MS16086**

Cost Breakdown

CONTRACTOR shall be reimbursed quarterly for Operation of the Service on an actual cost basis, as listed below, until all funds are exhausted.

Construction FSP Cost Element	Maximum AB 2766 Discretionary Funds payable under this Contract	CONTRACTOR Co-Funding	Total Project Cost
Task 1 – Planning and Administration	\$0	\$35,675	\$35,675
Task 2 - Service Operation	\$800,625	\$266,875	\$1,067,500
Task 3 – Promotion	\$0	\$12,394	\$12,394
Task 4 – Monitoring and Reporting	\$0	\$341,880	\$341,880
Totals	\$800,625	\$662,824	<u>\$1,457,369</u>

CONTRACTOR's in-kind labor contributions for Tasks 1, 3 and 4 are estimates only, and are not required to be documented.

CONTRACTOR shall be reimbursed according to the amounts stated above upon submission of invoices which shall include a copy of service provider(s) invoice(s) detailing dates of service and total hours of services. CONTRACTOR shall be reimbursed solely for the operating cost of providing FSP service.

**RFP 16-1001522
ATTACHMENT “A” – SCOPE OF WORK**

Attachment: RFP 16-1001522 SOW final (2892 : MSRC Partnership Program Contract & FSP RFP Release)

1.0 Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require the appropriate scenario chosen during the evaluation process. The possible scenarios are:

- 1) Three (3) primary certified Freeway Service Patrol (FSP) tow trucks and one (1) certified back-up FSP tow truck.
- 2) Two (2) primary certified Freeway Service Patrol (FSP) tow trucks, one (1) primary certified Freeway Service Patrol service truck, and one (1) certified back-up FSP tow truck.

For more details please refer to section 4.0 of this scope of work (SOW).

Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, drivers will remove the vehicles from the freeway to provide services within policy. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. These services are not all inclusive. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program; therefore, policies and procedures are outlined in the

SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested, UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (i.e. Beat length) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted, a Contractor may be requested by CHP, this happens on a case-by-case basis, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon FSP CHP officer approval.

At times, SANBAG and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SANBAG and Caltrans have established an agreement for which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SANBAG and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and the

CONTRACTOR will be notified no later than three (3) business days prior to the meeting.

Please refer to RFP Attachment X for further details on violations and penalties.

2.0 Contract Representatives.

SANBAG, Caltrans, and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these services will have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of the Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (i.e. email) The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 Equipment Requirements:

There will be two scenarios for the RFP. The scenarios are as follows:

- **Scenario 1: Three (3) primary tow trucks, and one (1) back up tow truck**
- **Scenario 2: Two (2) primary tow trucks, one (1) service truck, and one
(1) back up tow truck**

Final determination on which scenario will be chosen will be made by the evaluation committee.

A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non FSP hours.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical defects or physical damage at the onset of the contract. The tow trucks cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained certified FSP tow truck(s) or improperly equipped certified FSP tow truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments. The CONTRACTOR will be required to have a FSP certified back-up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and

shall be no less than two (2) inches by 2 inches and no greater than four (4) inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to RFP Attachment X for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.

18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Highway flares 360 minutes min.

34. Cones 18" height, reflectorized with tape
35. Hydraulic Floor Jack: 2-ton AND
36. 2-ton jack stand (1)
37. Wheel chock (1)
38. Four-way lug wrench (1 std.) (1)
39. Four way lug wrench (1 metric) (1)
40. Rechargeable compressor or refillable air bottle, hoses and fittings to fit
tire valve stems, 100 psi capacity (1)
41. Flashlight and spare batteries or charger (1)
42. Tail lamps/stop lamps, portable remote
with extension cord (1 set)
43. Booster cables, 25 ft. long minimum,
3-gauge copper wire with heavy-duty clamps
and one end adapted to truck's power outlets (1 set)
44. Funnel, multi-purpose, flexible spout (1)
45. Pop-Up Dolly (with tow straps), portable for removing otherwise
Un-towable vehicles (1)
46. Five (5)-gallon can with lid filled with clean absorb-all (1)
47. Empty trash can with lid (Five gallon) (1)
48. Lock out set (1)
49. Safety glasses

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

50. Screwdrivers--

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

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

B. Service Truck Requirements (*Requirements for SCENARIO #2 if selected by the Evaluation Committee*):

The Primary FSP Service Truck will be exclusively dedicated to FSP services during the hours of FSP operations. The FSP service truck is not required to be exclusively dedicated to the program during non-FSP service hours.

If two tow trucks and one service truck option is selected, the hourly reimbursement for services will be based on the operation of two (2) tow trucks positions and one (1) service truck position, irrespective of the type certified FSP truck operating on the Beat. NO EXCEPTIONS. The maximum an operator will be reimbursed for is two (2) certified. FSP tow trucks and one (1) certified service truck per hour.

The FSP Contractor will utilize a minimum ½ ton rated truck with a minimum V-6 engine. FSP Service Trucks will have a minimum of five seats, able to carry five adult passengers. FSP Service Trucks will provide the same service that a FSP tow truck would provide with the exception of towing. All FSP service trucks proposed for use in the FSP program will be less than one year old with a maximum of 5,000 miles with no salvage title at the onset of the contract. The service truck cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction with SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Service Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program, it must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each service truck designated for the FSP Program in San Bernardino County to ensure that it meets the service truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe or poorly maintained certified FSP service truck(s) or improperly equipped certified FSP service truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP, the CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments. The CONTRACTOR will be required to have a FSP certified back-up Truck available for service during their FSP Beat(s) shifts.

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP service trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, and bed). No trim will be allowed. Service trucks will display the employer name, address, phone number and motor carrier permit number on both sides. Lettering shall be in block lettering and shall be no less than two (2) inches and no greater than four (4) inches in height. Lettering can only be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with one of the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to RFP Attachment X for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP service truck shall be equipped in accordance with the SOP Manual and shall include the following:

- 1) Service truck with a minimum of five seats
- 2) Rubber faced push bumper/ 2 vertical
- 3) Vehicle numbers both sides
- 4) Signs
- 5) Headlights
- 6) Turn Signals
- 7) Tail lamps
- 8) Stop Lamps
- 9) Backup Lamps
- 10) License Plate Lamp
- 11) Rear work lights
- 12) Amber Warning Lights: Front/rear selectable, in-cab controls
- 13) Fenders
- 14) Windshield
- 15) Windshield Wipers
- 16) Spotlight: Body mounted, front to rear coverage
- 17) Service Brakes
- 18) Parking Brake
- 19) Mirrors
- 20) Horn
- 21) Beam Indicator
- 22) Cab interior lighting suitable for reading and writing
- 23) Truck to Shop Communications System
- 24) FSP Two-Way Radios / Terminals
- 25) CHP Monitor Receivers: Properly programmed, operating
- 26) Public Address System
- 27) Battery Rating: 60 Amp-hour or greater
- 28) Tire Tread
- 29) Wheels
- 30) Suspension
- 31) Steering
- 32) Frame
- 33) Exhaust System
- 34) Fuel Cap(s)
- 35) Fire Extinguisher: 4BC Rating
- 36) Flashlight
- 37) Spare flashlight batteries/ Charger for rechargeable
- 38) Broom: 24 inches wide, coarse bristle
- 39) Shovel: Square point
- 40) Pry Bar: Minimum 36 inch length
- 41) Jack Stand: 2-Ton capacity
- 42) Hydraulic Floor Jack: 2-Ton capacity
- 43) Air Bottle: 80 psi, min., or Air Compressor

- 44) Hoses and fittings for tire valve stem
- 45) Bolt Cutters
- 46) Highway flares: 360 minute total burn time
- 47) Metric and Standard 4-way Lug Wrenches
- 48) Sledge Hammer: 4 pound
- 49) First Aid kit: 5"x9"
- 50) Lockout Tool Set
- 51) Funnel with flexible spout
- 52) Water Container: Plastic, 5 gallon
- 53) Fuel in Approved Plastic Containers: Gas/Diesel, 5 gal. each
- 54) Absorbent Can with lid: 5 gal. of clean absorbent
- 55) Trash Can with lid: 5 gal., empty
- 56) Cones: 6 ea., 18 inch height, reflectorized
- 57) Booster cables: 3 ga. Cu., 25 ft., H-D clamps, fit truck
- 58) Booster Cable Connectors: mounted front and rear
- 59) Wheel chocks
- 60) Safety Glasses

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

- 1) Screwdrivers--
 - i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).
 - ii. Phillips head - #1 and #2 (1 each, min).
- 2) Adjustable Wrenches: 8" and 12" (1 each, min)
- 3) Pliers: Needle nose and adjustable rib joint, 2 inch capacity
- 4) Duct tape, Electrical tape, mechanics wire: 1 roll each
- 5) Rubber Mallet
- 6) Tire Pressure Gauge

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each shift. An inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured to the truck.

Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SANBAG along with the installer, must be

able to access the required primary and back up FSP Tow Trucks and/or service truck no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SANBAG is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Attachment X.

At times, an “outside speaker” or a handheld Kenwood “mic” (examples only) may need to be replaced due to normal wear and tear. If equipment needs to be replaced due to normal wear and tear, SANBAG will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP related equipment needs to be replaced due to negligence by the CONTRACTOR or any of their staff, including Drivers, the cost of the equipment and the installation cost will be deducted from the CONTRACTOR’S invoice/payment that same month or the following month (depends on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SANBAG and one of the FSP CHP officers immediately when any San Bernardino FSP equipment is damaged, failing or has failed and the CONTRACTOR will be provided with a replacement part by SANBAG or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their “certified FSP back-up truck” on the Beat to cover the shift.

With the written permission of SANBAG the CONTRACTOR may be given the authorization to install some replacement equipment (an “outside speaker” or a “mic” for example) as long as the CONTRACTOR installs the equipment per SANBAG and San Bernardino FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding “installation standards”, the CONTRACTOR is to contact SANBAG or one of the FSP CHP officers for further instructions/information. If provided the authorization by SANBAG or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP certified back-up tow truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP certified back-up tow truck should be used when a certified primary FSP tow truck or, certified primary service truck is unavailable. The FSP certified back-up tow truck shall meet the same requirements for equipment, set-up and color as a Certified primary FSP tow truck. It shall meet all the vehicle equipment specifications. Please refer to Attachment X for further details on violations and penalties. Certified

FSP tow trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

C. Vehicle Breakdown and Other Missed Service.

A FSP certified back-up tow truck must be in service on the Beat within 45 minutes of the time when a primary FSP tow truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP certified back-up tow truck is provided. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP tow truck maintenance shall be performed during non-FSP service hours.

If two tow trucks and one service truck option is selected, hourly reimbursement for services will be based on operations of two (2) tow trucks and one (1) service truck, irrespective of type of truck operating on the Beat. NO EXCEPTIONS.

In the event that a FSP certified back-up tow truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the Tablet Computer that they have switched to a FSP certified back-up tow truck.

In addition, not having a FSP certified back-up Tow Truck Driver available is not an allowable excuse for not having a FSP certified back-up tow truck on the Beat within the 45 minute time period.

Please refer to RFP Attachment X for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the back-up requirement noted above.

D. Vehicle Identification.

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

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks and FSP service trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat (do not bend in any way, even the corners. A bend to any of the corners will cause the sign to easily release from the truck while driving), clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices. ***Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices*** in order to facilitate proper communication with the CHP Communications Center and CHP field

supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Data input into the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

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

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SANBAG, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. All Tablet Computers should have the exterior protective case cleaned (protective outside case) and the screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SANBAG within three (3) hours of problem being identified.** All Tablet Computers must be kept in a secure location. During all non-FSP operational hours, Tablet Computers shall not be left in tow or service truck. All Tablet Computers must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Tablet Computers are to be with the Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their Tablet Computers are operating at all times.

The CONTRACTOR shall provide access to the Tablet Computers for SANBAG and FSP CHP Officers, or their designated designee, at any time during the course of the contract.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORS should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the Tablet Computers at any time. If upon inspection SANBAG determines that the Tablet Computers are not being properly charged/stored; the CONTRACTOR will be subject to fines as outlined in RFP Attachment X.

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

- 1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 - 9 hours) at their hourly penalty rate three (3) times their hourly rate. The final penalty shall be determined and assessed by FSP Management.
- 2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the CONTRACTORS monthly invoice.

Please refer to RFP Attachment X for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. In addition Drivers shall:

- 1) Pass a proficiency test administered by CHP
- 2) Pass a 2-day, 16 hour in-class training with exam at the end
- 3) Obtain a DL-64
- 4) Obtain a medical certificate

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

Please note: if a Beat is operating with both a tow truck and a service truck, all of the CONTRACTOR'S drivers must be proficient in the operation of both types of vehicles and their respective equipment.

The CONTRACTOR'S Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck.
- Mileage log prior to the commencement of driving the tow truck/service truck on the Beat (not at the tow yard).

The Driver shall also be required to complete an assist record for each incident utilizing the Tablet Computer.

Driver will be required to utilize a Tablet Computer (SANBAG supplies) to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained

on using the Tablet Computers to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for the Driver to complete and turn in when they are assisting the motorists are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed in a clear and accurate manner and returned to the SANBAG as quickly as possible, and no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms and turning them in may be subject to penalties as outlined in Attachment X.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class/meeting each quarter for a total of four hours of on-going training each year. CONTRACTORS shall pay all Driver and Back-Up Driver for attending the required training.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract.

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be suitable to represent the FSP Program with the public based on the background check, or any other reason. If the applicant passes the preliminary check, then the applicant

shall submit to fingerprinting to complete the background check at the CONTRACTORS expense.

Background checks will ONLY be completed by CHP upon the acceptance of a CHP 234F.

B. Driver Equipment.

It shall be the responsibility of the CONTRACTOR to provide the Driver with specified uniforms, black protective toe boots, nameplate, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have a collar with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided on pages 33-34 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in RFP Attachment "", Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP certified back-up tow truck and a FSP certified back-up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Attachment X for penalties associated with failure to respond to communications from CHP and/or SANBAG.

7.0 Beat Descriptions.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
14	Interstate (I) 215 from the Riverside County line to Devore Road	10.02	3	1

All Beats are currently scheduled to operate from 5:30 a.m. to 8:30 a.m. and from 2:30 to 6:30 pm (Monday through Thursday). On Fridays, the Beats shall operate from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m.

This Beat requires three (3) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck OR two (2) Primary Certified FSP Tow Trucks, one (1) Primary Certified Service Truck and one (1) Back-Up Certified FSP Tow Truck (Dependent on which scenario the evaluation committee chooses) available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements (i.e. length of Beat) during the course of the Contract.

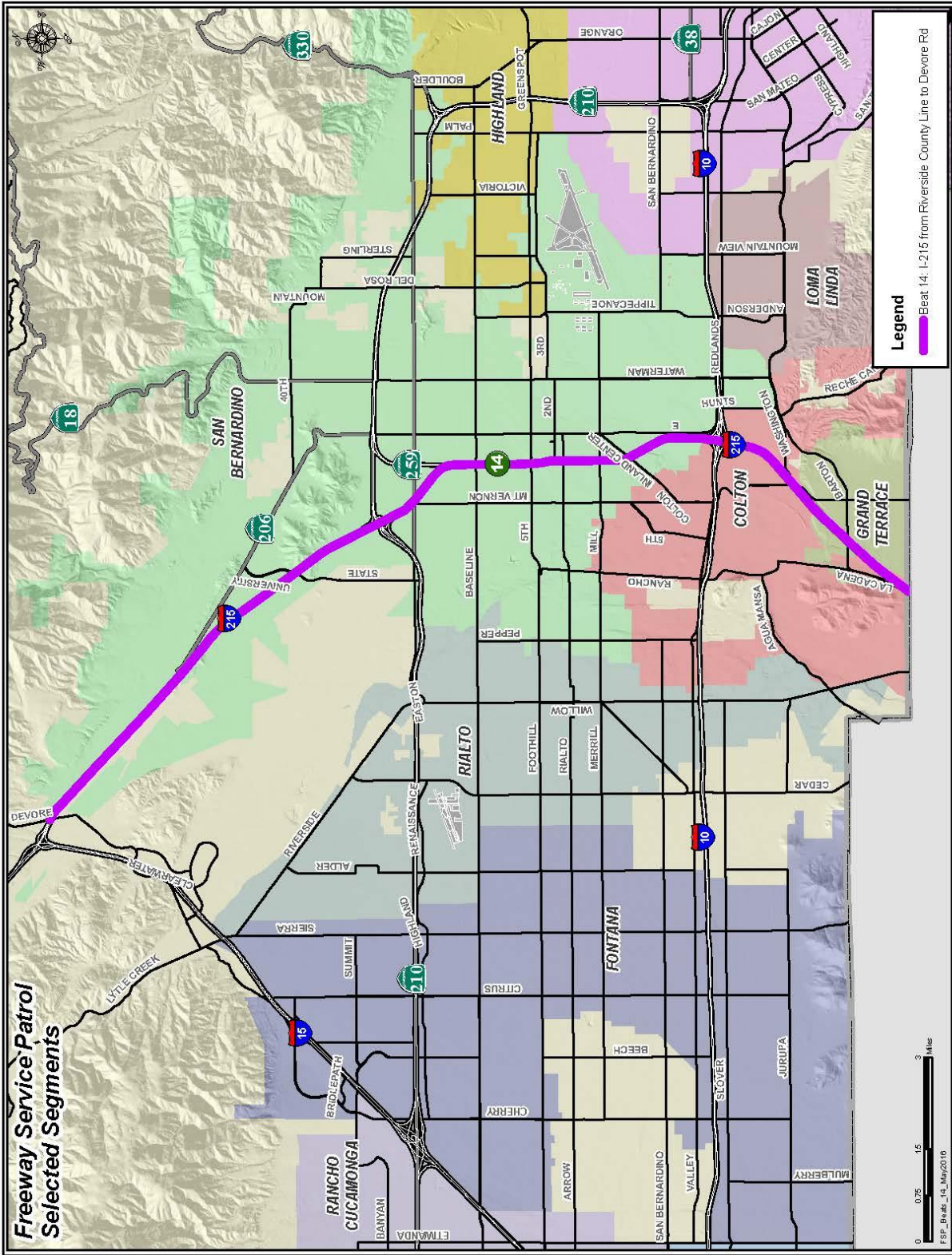
Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage shall be assigned for any of the 9 SANBAG service areas.

Beat 14 is the priority Beat for this contract, meaning, should a primary truck go down, the “Extra Work” Beat truck shall be deployed back to the primary Beat. SANBAG shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SANBAG.

The contractor shall hold to all required standards about truck image and maintenance for the Back-Up truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SANBAG shall be required for commencement and termination of “extra work”.



8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per vehicle per year: 1,900

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS

No hat:

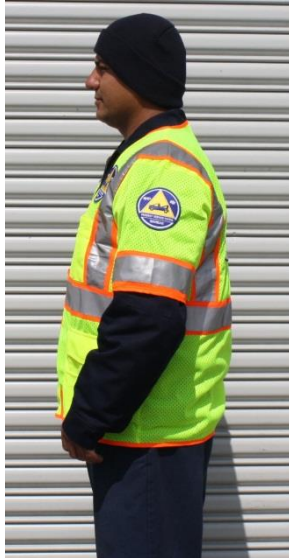


Hat:



Attachment: RFP 16-1001522 SOW final (2892 : MSRC Partnership Program Contract & FSP RFP Release)

Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):



Long Sleeves:



Attachment: RFP 16-1001522 SOW final (2892 : MSRC Partnership Program Contract & FSP RFP Release)

ATTACHMENT X
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

Relevant section	Description of violation	Penalty
	Contractor does not have three (3) primary and one (1) back-up tow trucks "FSP" ready OR two (2) primary tow trucks and one (1) primary service truck as well as one (1) back up tow truck (FINAL SCENARIO TO BE SELECTED BY EVALUATION COMMITTEE AND REVISED FOR FINAL CONTRACT) for SANBAG to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck and/or service truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck/Service Truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SANBAG not being acknowledged. It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SANBAG.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair

		shall be deducted from contractors invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

**RFP 16-1001523
ATTACHMENT “A” – SCOPE OF WORK**

Attachment: RFP 16-1001523 SOW final (2892 : MSRC Partnership Program Contract & FSP RFP Release)

1.0 Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat shall require Two (2) primary certified Freeway Service Patrol (FSP) tow trucks, and one (1) certified back-up FSP tow truck.

Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's FSP trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Certified Tow Truck Drivers ("Driver or Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. Where conditions do not warrant, drivers will remove the vehicles from the freeway to provide services within policy. The Drivers shall continuously patrol their assigned Beat, respond to California Highway Patrol (CHP) dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

The Drivers may be required to change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses and refill radiators. These services are not all inclusive. The Drivers are to spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. A Driver shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift is over and the CONTRACTOR is called as a Rotation Tow by CHP. If called as a Rotation Tow after a FSP shift, the Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform any other services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program; therefore, policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual at all times.

There may be some instances where the Driver may be requested to provide assistance to CHP Officers in the field. When a CHP Officer in the field directs a Driver to complete a task, the Driver shall follow those directions provided, given the task does not endanger the Driver or the public and is within the Driver's skills and training. The Driver shall only advise the officer of the possible dangers. If the task is not within the FSP policy, a FSP CHP Officer should be notified of the incident as the CHP Officer on scene will assume responsibility for any damage or injury occurring. Drivers should not tell the CHP Officer they will not perform the task requested, UNLESS they believe they are unable to perform the task safely. Afterwards, CHP will take the necessary steps to avoid future misunderstandings between the Officer and FSP.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (i.e. Beat length) and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted, a Contractor may be requested by CHP, this happens on a case-by-case basis, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon FSP CHP officer approval.

At times, SANBAG and/or Caltrans will have construction projects on the highways that may require Construction FSP. Typically this will take place along a highway segment that is a construction zone with no inside or outside shoulder areas, or the shoulders available are not wide enough to accommodate vehicles. SANBAG and Caltrans have established an agreement for which these types of services can be provided. Days and hours may vary for each construction project and will typically take place during non-FSP hours.

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the CONTRACTOR while at the meeting. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SANBAG and CHP at least two (2) business days prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and the CONTRACTOR will be notified no later than three (3) business days prior to the meeting.

Please refer to RFP Attachment X for further details on violations and penalties.

2.0 Contract Representatives.

SANBAG, Caltrans, and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as “FSP Management”). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as “Beats”. The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her Driver may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual at all times. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these services will have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as “Beats”. Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of the Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written permission (i.e. email) The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

4.0 Equipment Requirements:

There will be Two (2) primary tow trucks and one (1) back up tow truck required for this contract.

A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations. They are not required to be exclusive during non FSP hours.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with a clear, non-salvage title on the chassis and working parts of the truck. The truck must be free of any mechanical

defects or physical damage at the onset of the contract. The tow trucks cannot exceed 5 years of age in accordance with the term of the contract with SANBAG.

The CHP, in conjunction SANBAG, will verify the original purchase dates to ensure compliance.

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

Prior to commencement of service, the CHP will inspect each tow truck designated for the FSP Program in San Bernardino County to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the FSP CHP officers. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and CONTRACTOR's local office. Any unsafe, poorly maintained certified FSP tow truck(s) or improperly equipped certified FSP tow truck(s) shall not be allowed into service, and if discovered during the shift, shall be removed from service or repaired as directed by the CHP. The CONTRACTOR shall be fined three (3) times the hourly contract rate in one (1) minute increments. The CONTRACTOR will be required to have a FSP certified back-up Tow Truck available for service during their FSP Beat(s) shift(s).

Please note that FSP certified back-up trucks to existing FSP tow operator contracts with other surrounding FSP agencies (not with SANBAG), does not qualify as meeting the certified SANBAG FSP back-up truck requirement(s).

FSP tow trucks bearing the service patrol title, the FSP logo, and the vehicle identification number shall be painted all white (includes the hood, fenders, doors, boom and bed area). No trim will be allowed. Lettering shall be in block lettering and shall be no less than two (2) inches by 2 inches and no greater than four (4) inches in height. Lettering can **ONLY** be black in color and will be bold style parallel to the ground. Letters shall be placed on the lower body of the truck toward the cab. Names, phone numbers, advertising of any kind or any other lettering on the boom shall be prohibited during FSP operational hours. The overall look of the truck must be approved by CHP prior to service implementation; therefore any questions regarding this policy is highly recommended to be discussed with the FSP CHP officers prior to implementing, as truck compliance with current State FSP standards is required. No other accessory equipment or signage (bumper stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes but is not limited to brass, chrome wheel covers, window tint, etc.

Please refer to RFP Attachment X for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the San Bernardino FSP equipment list is subject to change at any time, and may be different from FSP Program equipment lists found in other counties. . For the most updated San Bernardino FSP equipment list, please refer to the latest SOP Manual.

Each FSP tow truck shall be equipped in accordance with the SOP Manual and shall include the following:

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope- 100 ft., 5/16-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum **OPTIONAL**
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Verizon).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. min. 5/16" Alloy or OEM Spec. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least
4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks **OPTIONAL** (2)

- | | |
|--|---------|
| 29. 4" x 4" x 48" wooden cross beam | (1) |
| 30. 4" x 4" x 60" wooden cross beam | (1) |
| 31. 24" wide street broom | (1) |
| 32. Square point shovel | (1) |
| 33. Highway flares 360 minutes min. | |
| 34. Cones 18" height, reflectorized with tape | |
| 35. Hydraulic Floor Jack: 2-ton AND | |
| 36. 2-ton jack stand | (1) |
| 37. Wheel chock | (1) |
| 38. Four-way lug wrench (1 std.) | (1) |
| 39. Four way lug wrench (1 metric) | (1) |
| 40. Rechargeable compressor or refillable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity | (1) |
| 41. Flashlight and spare batteries or charger | (1) |
| 42. Tail lamps/stop lamps, portable remote with extension cord | (1 set) |
| 43. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets | (1 set) |
| 44. Funnel, multi-purpose, flexible spout | (1) |
| 45. Pop-Up Dolly (with tow straps), portable for removing otherwise Un-towable vehicles | (1) |
| 46. Five (5)-gallon can with lid filled with clean absorb-all | (1) |
| 47. Empty trash can with lid (Five gallon) | (1) |
| 48. Lock out set | (1) |
| 49. Safety glasses | |

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

- | | |
|---|----------------|
| 50. Screwdrivers-- | |
| i. Standard-1/8", 3/16", 1/4", 5/16" | (1 each, min). |
| ii. Phillips head - #1 and #2 | (1 each, min). |
| 51. Needle nose pliers | (1) |
| 52. Adjustable rib joint pliers, 2" min. capacity | (1) |
| 53. Crescent wrench - 8" | (1) |
| 54. Crescent wrench - 12" | (1) |
| 55. Four (4) lb. hammer | (1) |
| 56. Rubber mallet | (1) |
| 57. Electrical tape, roll | (1) |
| 58. Duct tape, 20 yard roll | (1) |
| 59. Tire pressure gauge | (1) |
| 60. Mechanic's wire (roll) | (1) |

61. Bolt cutters

(1)

The Driver shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory of the required equipment prior to the start of each shift. An Inspection form shall be completed by the Driver prior to the start of each shift and be available for inspection by the CHP and/or the SANBAG. Any equipment that is malfunctioning or missing must be replaced prior to the start of the shift. All equipment on the truck shall be secured.

Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SANBAG along with the installer, must be able to access the required primary and back up FSP Tow Trucks and/or service truck no later than seven (7) business days prior to the start date of the Beat(s). No exceptions. If SANBAG is not able to access the required primary and back up FSP tow trucks and/or service truck by the seventh (7th) business day deadline, the CONTRACTOR shall be assessed a fine as detailed in Attachment X.

At times, an "outside speaker" or a handheld Kenwood "mic" (examples only) may need to be replaced due to normal wear and tear. If equipment needs to be replaced due to normal wear and tear, SANBAG will provide the CONTRACTOR with replacement equipment at no charge. However, please note that if FSP related equipment needs to be replaced due to negligence by the CONTRACTOR or any of their staff, including Drivers, the cost of the equipment and the installation cost will be deducted from the CONTRACTOR'S invoice/payment that same month or the following month (depends on when the incident occurred). CONTRACTORS, supervisors and Drivers are required to contact SANBAG and one of the FSP CHP officers immediately when any San Bernardino FSP equipment is damaged, failing or has failed and the CONTRACTOR will be provided with a replacement part by SANBAG or by one of the FSP CHP officers. If a replacement part is not immediately available, then the CONTRACTOR will be asked to have their "certified FSP back-up truck" on the Beat to cover the shift.

With the written permission of SANBAG the CONTRACTOR may be given the authorization to install some replacement equipment (an "outside speaker" or a "mic" for example) as long as the CONTRACTOR installs the equipment per SANBAG and San Bernardino FSP standards. If a CONTRACTOR is given the authorization to install FSP-related equipment, and has any questions regarding "installation standards", the CONTRACTOR is to contact SANBAG or one of the FSP CHP officers for further instructions/information. If provided the authorization by SANBAG or FSP CHP, the CONTRACTOR must install equipment in the safest possible manner, and the installation of the equipment must comply with all FSP equipment guidelines and San Bernardino FSP installation standards for safety reasons.

Please note that equipment requirements are subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP certified back-up tow truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP certified back-up tow truck should be used when a certified primary FSP tow truck or, certified primary service truck is unavailable. The FSP certified back-up tow truck shall meet the same requirements for equipment, set-up and color as a Certified primary FSP tow truck. It shall meet all the vehicle equipment specifications. Please refer to Attachment X for further details on violations and penalties. Certified FSP tow trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

C. Vehicle Breakdown and Other Missed Service.

A FSP certified back-up tow truck must be in service on the Beat within 45 minutes of the time when a primary FSP tow truck is taken out of service for any reason. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP certified back-up tow truck is provided. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP tow truck maintenance shall be performed during non-FSP service hours.

If two tow trucks and one service truck option is selected, hourly reimbursement for services will be based on operations of two (2) tow trucks and one (1) service truck, irrespective of type of truck operating on the Beat. NO EXCEPTIONS.

In the event that a FSP certified back-up tow truck is required to continue the shift, the Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the Driver must indicate in the "notes" section of the Tablet Computer that they have switched to a FSP certified back-up tow truck.

In addition, not having a FSP certified back-up Tow Truck Driver available is not an allowable excuse for not having a FSP certified back-up tow truck on the Beat within the 45 minute time period.

Please refer to RFP Attachment X for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the back-up requirement noted above.

D. Vehicle Identification.

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

FSP markings as well as vehicle numbers shall be required on both sides of all FSP tow trucks and FSP service trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat (do not bend in any way, even the corners. A bend to any of the corners will cause the sign to easily release from the truck while driving), clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld Tablet Computers for data collection. The AVL system, radio system, and handheld Tablet Computers shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract

termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Push to Talk Plus for Verizon Wireless (or equivalent direct connect device that will pair with Verizon Push to Talk Plus CHP devices. *Special Note: If you are considering purchasing something else other than a Verizon Push to Talk Plus device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which are currently Verizon Push to Talk Plus devices* in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Verizon phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Verizon cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP service hours. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Data input into the Tablet Computer shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

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

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, staff, and FSP CHP officers. Please note email is the primary means by which FSP Management (SANBAG, CHP, and Caltrans) communicate various operations messages. It is essential that a representative of the CONTRACTOR check the email daily.

It is the CONTRACTOR's responsibility to ensure that all Tablet Computers are operational at all times. All Tablet Computers should have the exterior protective case cleaned (protective outside case) and the screen protector shall be inspected for functionality and serviceability. Damaged/Worn items shall be reported to

SANBAG within three (3) hours of problem being identified. All Tablet Computers must be kept in a secure location. During all non-FSP operational hours, Tablet Computers shall not be left in tow or service truck. All Tablet Computers must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Tablet Computers are to be with the Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the CONTRACTOR'S facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the Tablet Computers to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their Tablet Computers are operating at all times.

The CONTRACTOR shall provide access to the Tablet Computers for SANBAG and FSP CHP Officers, or their designated designee, at any time during the course of the contract.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORS should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the Tablet Computers at any time. If upon inspection SANBAG determines that the Tablet Computers are not being properly charged/stored; the CONTRACTOR will be subject to fines as outlined in RFP Attachment X.

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification and/or interference is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

- 1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 - 9 hours) at their hourly penalty rate three (3)

times their hourly rate. The final penalty shall be determined and assessed by FSP Management.

- 2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the CONTRACTORS monthly invoice.

Please refer to RFP Attachment X for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and valid California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. In addition Drivers shall:

- 1) Pass a proficiency test administered by CHP
- 2) Pass a 2-day, 16 hour in-class training with exam at the end
- 3) Obtain a DL-64
- 4) Obtain a medical certificate

Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

Please note: if a Beat is operating with both a tow truck and a service truck, all of the CONTRACTOR'S drivers must be proficient in the operation of both types of vehicles and their respective equipment.

The CONTRACTOR'S Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their Tablet Computer:

- Inspection worksheet prior to the commencement of driving the tow truck/service truck.
- Mileage log prior to the commencement of driving the tow truck/service truck on the Beat (not at the tow yard).

The Driver shall also be required to complete an assist record for each incident utilizing the Tablet Computer.

Driver will be required to utilize a Tablet Computer (SANBAG supplies) to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. Driver will be trained on using the Tablet Computers to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for the Driver to complete and turn in when they are assisting the motorists are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed in a clear and accurate manner and returned to the SANBAG as quickly as possible, and no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms and turning them in may be subject to penalties as outlined in Attachment X.

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime listed in California Public Resources Code Section 5164 or California Vehicle Code 13377, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes/meetings shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class/meeting each quarter for a total of four hours of on-going training each year. CONTRACTORS shall pay all Driver and Back-Up Driver for attending the required training.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP.

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract.

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any Driver or potential Driver who is determined not to be suitable to represent the FSP Program with the public based on the background check, or any other reason. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting to complete the background check at the CONTRACTORS expense.

Background checks will ONLY be completed by CHP upon the acceptance of a CHP 234F.

B. Driver Equipment.

It shall be the responsibility of the CONTRACTOR to provide the Driver with specified uniforms, black protective toe boots, nameplate, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have a collar with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front pocket. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket or long sleeve shirt under the vest. A picture of the uniform is provided on pages 33-34 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in RFP Attachment "", Contractor Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP certified back-up tow truck and a FSP certified back-up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the CONTRACTOR'S expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis and respond in a timely manner. Please see Attachment X for penalties associated with failure to respond to communications from CHP and/or SANBAG.

7.0 Beat Descriptions.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

BEAT DESCRIPTIONS

Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
9	Interstate (I) 10 from LA County line to Haven Avenue	8.16	2	1
31	State Route (SR) 210 from LA County line to Citrus Avenue	14.1	2	1

All Beats are currently scheduled to operate from 5:30 a.m. to 8:30 a.m. and from 2:30 to 6:30 pm (Monday through Thursday). On Fridays, the Beats shall operate from 5:30 a.m. to 8:30 a.m. and from 12:30 p.m. to 6:30 p.m.

This Beat requires three (3) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck OR two (2) Primary Certified FSP Tow Trucks, one (1) Primary Certified Service Truck and one (1) Back-Up Certified FSP Tow Truck (Dependent on which scenario the evaluation committee chooses) available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements (i.e. length of Beat) during the course of the Contract.

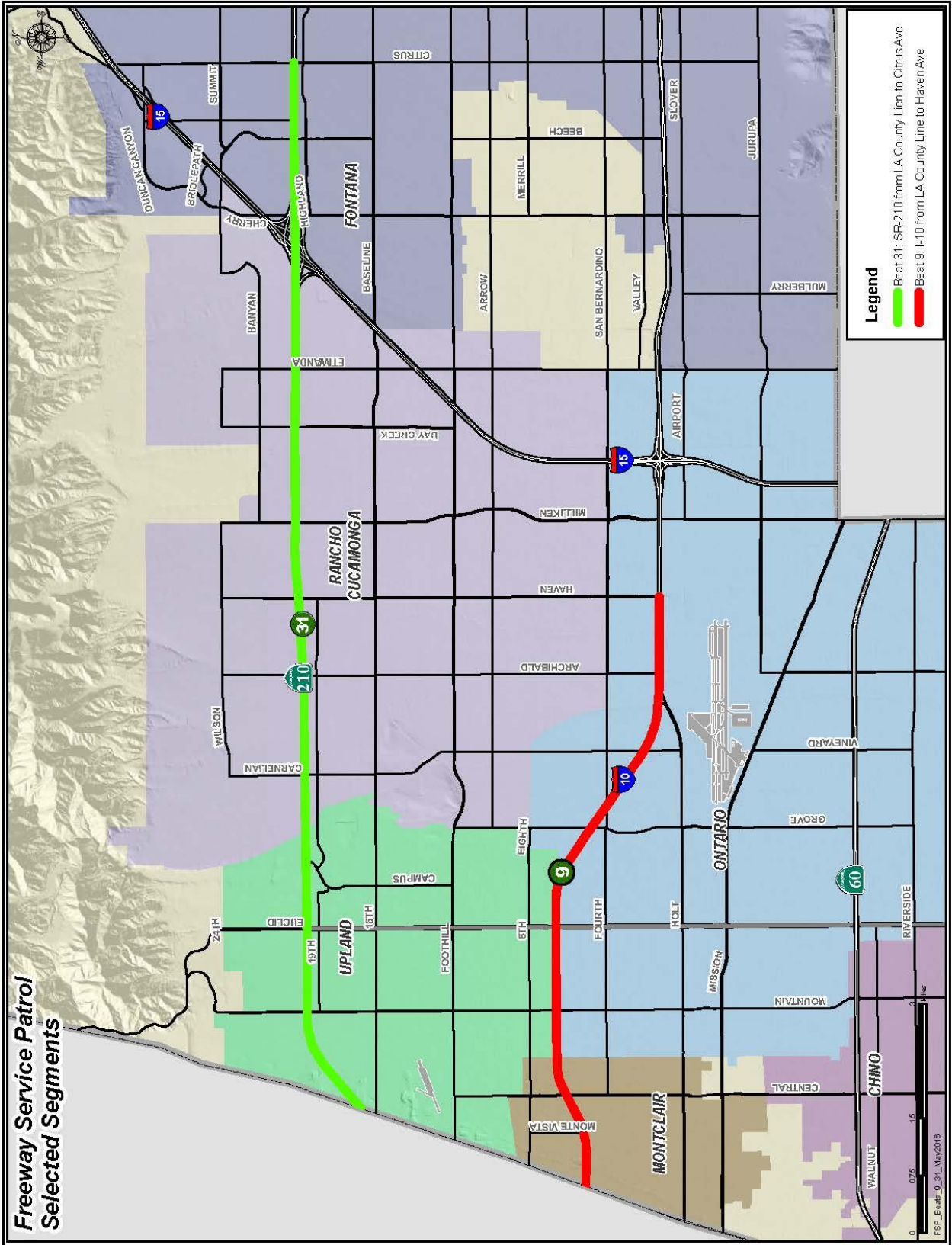
Please refer to Attached Map of Beat areas

“Extra Work” for emergency coverage shall be assigned for any of the 9 SANBAG service areas.

Beat 9 or 31 (INSERT APPROPRIATE BEAT NUMBER UPON FINAL CONTRACT) is the priority Beat for this contract, meaning, should a primary truck go down, the “Extra Work” Beat truck shall be deployed back to the primary Beat. SANBAG shall evaluate all travel times made from the “Extra Work” Beat to the primary Beat in a penalty time situation on a monthly basis. Final penalty determination shall be made by CHP and SANBAG.

The contractor shall hold to all required standards about truck image and maintenance for the Back-Up truck being used during “Extra Work”, as CHP shall retain all rights to inspect and put the trucks out of service for non-compliance. Penalties shall still apply. In the event that the “Extra Work” Beat truck must be sent to cover the primary Beat, no penalty time shall be assessed for not having that back-up truck on the “Extra Work” Beat.

SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract. Written notice from SANBAG shall be required for commencement and termination of “extra work”.



8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per vehicle per year: 1,900

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORS will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS

No hat:

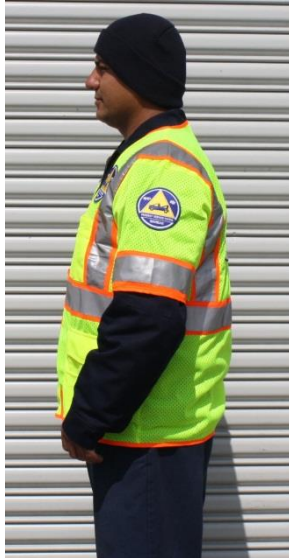


Hat:



Attachment: RFP 16-1001523 SOW final (2892 : MSRC Partnership Program Contract & FSP RFP Release)

Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):



Long Sleeves:



Attachment: RFP 16-1001523 SOW final (2892 : MSRC Partnership Program Contract & FSP RFP Release)

**ATTACHMENT X
SUMMARY OF FSP VIOLATIONS AND PENALTIES**

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

Relevant section	Description of violation	Penalty
	Contractor does not have three (3) primary and one (1) back-up tow trucks "FSP" ready OR two (2) primary tow trucks and one (1) primary service truck as well as one (1) back up tow truck (FINAL SCENARIO TO BE SELECTED BY EVALUATION COMMITTEE AND REVISED FOR FINAL CONTRACT) for SANBAG to install equipment and for CHP to inspect seven (7) business days prior to the start of a Beat.	Flat \$1,000 fine. In addition, should the trucks not be ready by the start of shift, the Contractor shall be fined three times the hourly rate in one minute increments for every minute compliance is not met.
5.0	Not meeting tow truck and/or service truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck/Service Truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The CONTRACTOR has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, or not supplying Driver the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	Tablet Computers not being charged in designated location during non-FSP operational hours.	\$50.00 per tablet
5.0 E	Email correspondence from CHP/SANBAG not being acknowledged. It is critical that the email address that the CONTRACTOR provides is working at all times. CONTRACTOR is required to report problems with email system immediately to SANBAG.	\$100.00 per day of no response
5.0 E	Lost/damaged equipment	Full cost if lost or damaged beyond normal wear and tear. If equipment is repairable, the cost of the repair

		shall be deducted from contractors invoice.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the CONTRACTOR'S penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	\$50 and up. Case by case basis as determined by FSP Management.

Minute Action

AGENDA ITEM: 12

Date: July 6, 2016

Subject:

Interstate 10 Mount Vernon Avenue Interchange - Award Conceptual Design Contract

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

A. Approve award of Contract No. 16-1001420 with Rajappan & Meyer Consulting Engineers, Inc. for the development of a Project Study Report/ Project Development Support document for the Interstate 10 (I-10) Mount Vernon Avenue Interchange Project in an amount not-to-exceed \$399,806.67, after receipt of Pre-Award Audit and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

B. Approve a contingency amount for Contract No. 16-1001420 of \$39,980.67, and authorize the Executive Director or his designee to release contingency as necessary for the project.

Background:

The I-10 Mount Vernon Avenue Interchange Project holds position Number 8 on the interchange priority list. At its February 3, 2016 meeting, the Board of Directors approved separate Cooperative Agreements with the City of Colton and Caltrans to define roles, responsibilities, and funding for the Project Study Report/Project Development Support (PSR/PDS) phase with SANBAG as lead agency for this phase. At the same meeting, the Board of Directors also approved the release of a Request for Proposals (RFP) to procure a professional services contract to prepare the PSR/PDS document. The PSR/PDS document will study two build alternatives that will focus on improving traffic operations and local circulation at the I-10/Mount Vernon Avenue intersection with Valley Boulevard and the westbound I-10 entrance ramp.

The RFP 16-1001420 was released on February 9, 2016, and posted on SANBAG's website. The selected firm will provide a PSR/PDS for the I-10 Mount Vernon Interchange Project. The RFP was downloaded by approximately seventy-three (73) consultants registered on Planet Bids. The solicitation was issued in accordance with current SANBAG policies and procedures for procurement of professional services. Addendum No. 1 was issued on March 3, 2016, which posted the questions received prior to the questions submittal deadline, along with their respective answers.

Four (4) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst and found the four (4) proposals to be responsive.

The proposals were disseminated to all evaluation committee members on March 16, 2016. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form were also distributed to the committee members. The evaluation committee was comprised of: two (2)

Entity: CTA

Board of Directors Agenda Item

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SANBAG staff members, one (1) member from the City of Colton, and one (1) member from Caltrans District 8.

The evaluation committee members met on March 30, 2016, and discussed each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. At the completion of their discussion, the committee members individually scored the proposals based on evaluation set criteria.

Because of the scoring, the firms were ranked in order of technical merit, and a short-list was developed. Three (3) firms were short-listed and invited to interview.

Interviews were conducted with the three (3) firms on April 12, 2016. At the completion of the interviews, the evaluation committee separately scored the interviews.

The highest ranked firm, Rajappan & Meyer Consulting Engineers, Inc., is being selected due to their:

- Experience with preparing PSR/PDS project initiation documents throughout California;
- Experience with traffic issues in similar projects;
- Experience with Caltrans procedures;
- Overall availability to this project and ability to streamline the project's process.

As a result of the scoring, the evaluation committee recommends that the contract to perform the scope of work as outlined in the RFP 16-1001420, be awarded to Rajappan & Meyer Consulting Engineers, Inc. The firm ranked first in overall score. The firm clearly demonstrated a thorough understanding of the scope of work and proposed an overall solid team. Evaluation forms are located in the Contract Audit File.

The scope of work and fee of \$399,806.67 for this contract is consistent with services and funding identified in Cooperative Agreement No. 15-1001228 with the City of Colton and the independent cost estimate. This work is anticipated to take about twelve months to complete. In addition, staff is requesting approval for contingency in the amount of \$39,980.67, and authorize the Executive Director or his designee to release contingency as necessary for the project.

Financial Impact:

This item is consistent with the approved SANBAG Fiscal Year 2016/2017 budget under Task No. 830, subtask 0898. The funding sources include Measure I Valley Freeway Interchange Fund and Local Funds.

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001420 Amendment No.: _____ Vendor No.: 03220
 Vendor/Customer Name: Rajappan & Meyer Consulting Engineers Sole Source? Yes No
 Description: I-10 Mt Vernon - PID Design Contract
 Start Date: 7/6/2016 Expiration Date: 12/31/2017 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 399,806.67	Original Contingency	\$ 39,980.67
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 399,806.67	TOTAL CONTINGENCY VALUE	\$ 39,980.67
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 439,787.34

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve Contract 16-1001420

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith

Attachment: 16-1001420 CSS (2905 : 10 Mount Vernon - Award PID Design Contract)

EXHIBIT A – SCOPE OF WORK

SCOPE OF WORK

OVERVIEW

San Bernardino Associated Governments, acting as San Bernardino County Transportation Authority (“SANBAG”) is seeking professional services for the development of a Project Study Report/Project Development Support (PSR/PDS) Project Initiation Documents (PID) for the Interstate 10 (I-10) Mount Vernon Avenue Interchange Project (“Project”) in the City of Colton. SANBAG Sales Tax Measure I Funds and City Funds will be used to cover the cost of the preparation of the PSR/PDS.

The Mount Vernon Avenue Interchange is located in the City of Colton on I-10 at Post Mile 23.25, approximately 0.54 miles east of the 9th Street Interchange and about 1.0 miles west of the Interstate 215 Interchange.

The PID will utilize existing available information to identify support costs for the work and studies needed to complete the Project Approval and Environmental Document (PA&ED) phase and to gain Caltrans approval to advance the project.

The PID may lead to the determination that there is only one viable build alternative.

For purposes of the RFP, assume the following delivery schedule:

PSR-PDS	May 2016 – September 2017
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APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SANBAG, Caltrans, San Bernardino County (County) and City of Colton (City) regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans in order to complete the project work.

I. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Required services listed below do not supersede the requirements established in the Contract.
- B. Consultant Services include the studies, reports and drawings necessary to complete the PID phase and obtain Caltrans approval.
- C. SANBAG may include optional consultant services that include the studies, reports and drawings necessary to complete the PA&ED phase and obtain Caltrans approval.
- D. The deliverables list for the PID will be refined during the planning and scoping PDT meetings. Not all deliverables may be required.
- E. Develop and maintain a Project schedule utilizing the Primavera P6 Project Management, Release 7.0 software. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting and electronic files to be provided

as requested to SANBAG. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.

- F. Identify the anticipated Caltrans Fact Sheets for Design Exceptions needed to document non-standard features necessary to advance the project into the next phase of development. Fact Sheets will be developed for Caltrans approval in the future follow-on PA/ED phase.
- G. Employ quality control procedures that identify potential risks and uncertainties related to development and construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, 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 immediately.
- H. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Workplan Standards Guide for Delivery of Capital Projects will be used. Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- I. The PID phase will include project cost estimates of sufficient detail necessary for project fund programming purposes.
- J. It is SANBAG's practice to involve the community in the projects. Assume that preparation and materials may be needed to communicate to the public, city staff and stakeholders as part of the PID phase.

II. ASSUMPTIONS

- A. The Consultant will develop and evaluate up to two build and one no-build alternatives to address the operational deficiencies of the Project study area, including the benefits and impacts of the proposed improvements for each alternative. Alternatives will consider improvements ranging from on- and off-ramp widening to interchange reconfiguration/reconstruction. At the conclusion of this evaluation, one alternative will be carried forward for further development and analysis.
- B. Assume there will be three meetings per month during the duration of this contract, including one mandatory monthly PDT meeting.
- C. Assume 20 hard copies and 3 CDs of all major deliverables. Consultant will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the points of contact and confirm the number of hard copies and format of soft copies.
- D. Assume one SANBAG peer review and revisions prior to each major deliverable. Assume one local agency review and two Caltrans reviews for each major deliverable and a workshop for comment resolution, if required.

III. SUMMARY OF TASKS REQUIRED PER CALTRANS WORK BREAKDOWN STRUCTURE FOR THE PSR-PDS

The following is a summary of anticipated tasks outlined in the Caltrans Work Breakdown

Structure (WBS) necessary to complete the PID phase and obtain Caltrans approval. Consultant shall refer to the Caltrans Project Development Procedures Manual (PDPM), including Appendix S, for the specific guidelines of completing the PSR-PDS documentation. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified in this summary.

Task 100 Project Management

The services provided include the initiation and planning, execution, control and close out of the project. Tasks include:

- Initiation and planning of the project.
- Overall project management and supervision of project staff to facilitate the performance of the work.
- Coordination with stakeholders, including city, county, state, and federal regulatory agencies.
- Coordinate with members of the Project Development Team (PDT).
- Tracking progress of the work.
- Administering subcontracts and directing their work.
- Planning and leading public workshops (as appropriate)
- Preparing progress reports using the WBS described in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects.
- Conducting meetings over the Project Period of Performance.
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings.
- Organizing the Kick-off Pre-PID Meeting with Caltrans, SANBAG, and Project stakeholders to define the project and project limits, review roles and responsibilities, and determine which deliverables are necessary to meet the Project approval requirements.
- Development and maintenance of the Work Plan and Project Schedules throughout the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The schedule will be prepared using the Critical Path Method. Corrective or remedial actions to recover schedule loss will be included.
- Develop and use a Project Specific Quality Assurance and Quality Control Plan in conformance with Section V.
- Development and use a Project Management Plan.
- Development and use a Risk Management Plan.
- Development and use a Document Control Plan.

Deliverables:

- Pre-PID meeting, PDT meeting notices, agendas, handouts, and minutes
- Public meeting notices, presentation materials, handouts and documentation of comments received.
- Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
- Monthly Project Master Schedule delivered one week prior to the PDT meeting.
- Project Master Schedule in electronic format delivered as requested.

- Project specific Project Specific Quality Assurance and Quality Control Plan
- Project Management Plan
- Project specific Risk Management Plan
- Document Control Plan
- Final copy of all major deliverables during close-out

Task 150 Project Initiation Documents

Overview of PSR-PDS

Work involves the preparation, review, and approval of a Project Initiation Document. Prior to starting these activities, the Consultant will host a scope definition meeting to determine which PID (PSR/PDS) documents are required. Consultant will obtain and reviewing all relevant reports, studies, mapping or other information available in relation to the project. A Pre-PID meeting should be held to discuss the purpose and need, identify deficiencies and complete the Design Scoping Index and include with the meeting minutes for the PDT.

Problem Definition: Analyze available information to resolve and determine the project's need and purpose. Determine the existing and future Level of Service (LOS) in the no-build scenario and analyze all available traffic information and volumes. Develop consensus on the Purpose and Need Statement and provide appropriate documentation for the PDT.

Alternatives Development: This activity includes development of potential alternatives and reaching consensus with internal/external stakeholders that will be addressed in the PID. This activity is anticipated to consider up to two build alternatives and one no build alternative.

Project Initiation Documents: The PSR-PDS document is used to gain approval for the project studies to move into the follow-on Project Approval and Environmental Document (PA&ED) phase. The PSR-PDS is used to estimate and program the capital outlay support cost necessary to complete the studies and work needed during PA&ED. The required information is reduced with much of the detail being completed during PA&ED. The document requirements are defined in Appendix S of the Caltrans Project Development Manual. Specific requirements will be defined in the PDT planning session.

PSR-PDS Activities

As outlined within the PDPM Appendix S, the anticipated activities for the PSR-PDS including the following work items listed below. Consultant is to meet with the Project Manager to obtain concurrence on the specific tasks required and perform a schedule review prior to initiating the work. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified in this summary.

- A. Surveys and Maps:** Efforts include the compilation and delivery of existing survey and boundary information to complete the PSR-PDS including:
- Topography and/or Aerial Photography Mapping
 - Horizontal and Vertical Control
 - Aerial Photogrammetric Mapping
 - Supplemental Topographic Surveys

- Utility Research and Mapping
- Right of Way Base Map

B. Engineering Studies (as appropriate):

- **Preliminary Geometric Plans, Horizontal and Vertical Alignments**
- **Design Exceptions Checklist**
- **Drainage and Best Management Practices (BMP)**
- **Preliminary Structures Improvement Plan:** This task includes all efforts required to develop, review, approve and distribute a preliminary structure plans to identify the structural scope of work and preliminary cost. Two alternatives will be investigated:
 - **Bridge Widening:** The existing bridge will be widened on either side of the bridge depending on roadway geometry and vertical highway clearance. The widening construction type will match the existing bridge steel framing on concrete bents and columns.
 - **Bridge Replacement:** The existing bridge will be demolished and a new bridge will be constructed with cast in place pre-stress concrete girders and concrete bents and columns.
- **Conceptual Cost Estimate (CCE) – Right-of-Way Component:** Estimate the cost of acquisition as a range of values based on the scope of the right of way for all parcels for two alternatives including real estate acquisition costs, relocation assistance costs (where applicable), appraisal fees, condemnation costs, title and escrow fees, environmental fees, eminent domain support fees and right of way consultant fees. **Utility Locations & Map:** Review the existing plans, as-builts and perform field investigation and a field review of the area. Identify utility needs, inspect facilities and prepare a utility estimate for inclusion in the ROW Data Sheets.
- **Structure Preliminary Geotechnical Report:** The task includes efforts required to prepare a Structure Preliminary Geotechnical Report which typically consists of field reviews, researching existing files, literature reviews and information gathering, such as proposed plans/alternatives and location history, and making recommendations for planned foundation types.
- **Storm Water Data Report:** In general, a Storm Water Data Report (SWDR) is required for every project. Depending upon the extent of soil disturbance and degree of storm water impacts a short form may be used. Caltrans concurrence is required.
- **Value Analysis:** The project has limited scope and options. A VA may not be required.
- **Hydraulic/Hydrology Studies:** The task includes review and inspection of existing facilities to determine the need to upgrade or replace the existing drainage system and culvert inspection study
- **ADA Compliance site review**
- **Risk Register**
- **FHWA Coordination**
- **Corridor & System Coordination**

C. Transportation Problem Definition and Site Assessment:

- Compile and review existing background information that may impact the alternatives under consideration.

- Review existing reports studies and mapping including planning documents, field reviews, as-builts, base mapping, existing surveys and ROW maps, Caltrans traffic data (PEMS), TASAS and Pavement Management System (PMS) adjacent projects under development as appropriate.
- Develop project constraints and information required to determine the extent of the existing problem and future needs including discussions with internal and external stakeholders.
- Analyze the existing problem and future requirements to determine the project's need and purpose.

D. Traffic Studies

- Preliminary Traffic Methodology Memo
- Transportation Planning Scoping Information Sheet (TPSIS)
- Transportation planning provides the framework for selecting, scoping and constructing projects on State Highway System. Consultant will collect information and complete transportation planning scoping information sheet.
 - Traffic Engineering Performance Assessment (TEPA) Coordination and Scope Refinement
 - Data Collection
 - Traffic Forecasts/Volume Development
 - Traffic Operations Analysis
 - Documentation and Response to Comments
- Conceptual Staging Plan and Transportation Management Plan
The TMP datasheet will be developed identifying the proposed TMP strategies.
- Multimodal Review: This review addresses temporary construction and permanent impacts as well as possible improvements to:
 - Pedestrian facilities
 - Bicycle facilities

Transit facilities

Intersection Control Evaluation: This section would conduct Intersection Control Evaluation of the use of alternative intersection control designs, specifically, roundabouts, single point interchanges, and diverging diamonds. It is assumed that up to two (2) alternative intersection control designs will be analyzed during horizon year build conditions.

E. Preliminary Environmental Analysis Report (PEAR)

It is anticipated that the Contractor will be required prepare a Draft and Final PEAR for support of the PSR/PDS. The PEAR will use existing, available information and will not include the development of any detailed analyses or technical studies. A general field visit/windshield survey will be conducted but no focused surveys are included. The PEAR includes:

- Discussion of potential impacts related to alternatives capable of functioning adequately meeting Caltrans policies. It is assumed that up to two build alternatives will be evaluated
- A discussion of environmental resources and a description of the potential project issues or impacts, which could delay the project or affect any project alternative.
- Description of studies that are needed to complete an environmental evaluation.

- A recommended environmental determination/documentation and a tentative schedule for its completion. If an environmental document is required, specify the lead agency for its preparation.
- A corridor initial site assessment (ISA) for potential hazardous waste that may be encountered during the construction phase (excavation and/or structure demolition) of the project. If the project includes the purchase of new right-of-way, based on the based on numbers of parcels and ownership separate ISA study will be conducted. Identification of required or anticipated permits or approvals.

Deliverables:

- Draft PSR/PDS
- Capital Outlay Project Estimate
- Final PSR/PDS

IV. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SANBAG for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SANBAG Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SANBAG for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SANBAG for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

1. Project description
2. Scope of work
3. Quality objectives
4. List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

5. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
6. Organization chart showing project staff and lines of QA and QC authority and communications.
7. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

8. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

9. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SANBAG, Caltrans Reviews:

10. Formal external (SANBAG and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
11. Processes for SANBAG Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

12. Quality procedures related to interdisciplinary design review (IDR) process.
13. Technical review of environmental reports.

Management of Requirements:

14. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SANBAG and local municipalities.
15. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

16. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
17. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

18. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
 - QC testing and validation of computer software used for the calculations
 - Checking of calculations and data (hand calculations and computer calculations input and output)

- Checking of drawings and exhibits
 - Checking of specifications and contract documents
 - Checking of quantities and cost estimates
 - Review of studies or report-type documents
 - QC of CADD-produced documents
19. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

Quality Assurance (QA) Procedures:

20. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
21. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

22. Quality Records list or definition.

Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

Minute Action

AGENDA ITEM: 13

Date: July 6, 2016

Subject:

Metrolink Station Accessibility Improvement Project - Award Design Contract

Recommendation:

That the Board:

A. Acting as the San Bernardino County Transportation Authority approve award of Contract No. 15-1001122 with KOA Corporation for the preparation of Plans, Specifications and Estimate (PS&E) and Right of Way (ROW) Engineering Services for the Metrolink Station Accessibility Improvement Project in an amount not-to-exceed \$547,990.45 after receipt of Pre-award audit and correction of any deficiencies noted therein, as required by the Caltrans Local Assistance Procedures Manual.

B. Acting as the San Bernardino County Transportation Authority approve a contingency amount for Contract No. 15-1001122 of \$28,009.55 and authorize the Executive Director or his designee to release contingency as necessary for the project.

C. Approve a budget amendment to SANBAG Fiscal Year 2016/2017 budget to transfer \$626,000 in State Active Transportation Program funds to Federal Active Transportation Program funds for the Metrolink Station Accessibility Improvement Project.

Background:

The Metrolink Active Transportation Program (ATP) project will utilize a grant of federal ATP funds to provide safe pedestrian/bicycle access, wayfinding signage, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in six cities in San Bernardino County. On January 6, 2016, the Board of Directors approved a Categorical Exemption under the California Environmental Quality Act (CEQA) and authorized the release of a Request for Proposals (RFP) for final design services. On February 3, 2016, the Board of Directors approved separate Cooperative Agreements with each of the six cities to define project roles, responsibilities and funding, specifying SANBAG as the lead agency for project administration and funding. On March 3, 2016, Caltrans approved a Categorical Exemption/Categorical Exclusion Determination under the National Environmental Policy Act (NEPA) for the Project.

Recommendation A & B: The RFP No. 15-1001122 for final design services was released on January 7, 2016, and was sent electronically to consultants registered on PlanetBids. There were seventy-seven (77) firms who downloaded the RFP packet from PlanetBids. The solicitation was issued in accordance with current SANBAG policies and procedures for Architectural & Engineering services.

The RFP was also posted on SANBAG's website to engage firms to provide PS&E, ROW Engineering and Design Support Services during Construction for the Metrolink Station

Entity: CTA, JPA

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Accessibility Improvement Project. A Pre-Proposal meeting was held on January 20, 2016, and was attended by fifteen (15) firms. Addendum No. 1 was issued on January 28, 2016, providing a copy of the list of the pre-proposal attendees, and SANBAG's responses to the questions received by the advertised due date.

SANBAG received three proposals by the date and time specified in the RFP. The following is a summary of the events that transpired in the evaluation and selection process. A responsiveness review was conducted by the Procurement Analyst and found that all three proposals met the requirements outlined in the RFP.

The proposals were disseminated to all evaluation committee members with a copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form on February 09, 2016. The Evaluation Committee was comprised of two individuals from SANBAG's staff, one from the City of Rancho Cucamonga and one from the City of San Bernardino.

Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on February 24, 2016, and discussed each proposal according to the evaluation criteria, including the proposal's strengths and weaknesses. The Procurement Analyst provided information regarding the reference checks of the firms. Four (4) references were contacted for each firm with replies from all references except one who was out of town. The reference feedback was all favorable with no negative feedback on any of the firms. At the completion of discussions the committee members individually scored the proposals based on evaluation criteria.

From the evaluation of the proposals a short-list was developed. The firms short-listed and invited to interviews were CH2M Hill, Inc. and KOA Corporation. Full detail of the scores is included in the Contract Audit File.

Interviews were conducted with the short-listed firms. Interviews were 50 minutes in length, which consisted of a 15-minute for set up and a brief introduction and presentation, followed by 30 minutes of questions and answers. At the completion of the interviews, the Evaluation Committee separately scored the interviews.

The Committee considered both firms qualified to perform the work specified in the RFP. The highest ranked firm, CH2M Hill, Inc. (CH2M) was selected for the following reasons: The firm was able to demonstrate a clear understand of the scope of work and give good examples of the firm's ability to identify and address key components that could have an impact of the schedule and budget. The firm proposed a strong staff of key personnel with the experience and knowledge as a working team to meet all expectations and goals of this project.

Because of the scoring, the evaluation committee recommended that the contract to perform the scope of work as outlined in the Request for Proposals No. 15-1001122, be awarded to CH2M the firm ranked first in technical score and overall score.

On April 12, 2016, SANBAG opened negotiations with CH2M asking the firm to submit their proposed fee schedule. The cost proposal was over the Independent Cost Estimate (ICE) by a sizable amount. As part of the negotiations, the scope of work was reduced without jeopardizing the integrity of the project goals. Even with the reduction in scope, CH2M was still 80% over budget and acknowledged they were not able to reduce their fee any lower. Unable to arrive on a cost that was agreeable to SANBAG and CH2M, both parties arrived at a mutual agreement that negotiations were not successful as stated in the Notice of Intent to Award dated March 9, 2016. As a result the negotiations with CH2M were concluded.

Board of Directors Agenda Item

July 6, 2016

Page 3

As outlined in SANBAG's Contracting and Procurement Policy 11000, the intention to award this contract was offered to the second highest-ranking firm, KOA Corporation (KOA). SANBAG staff opened negotiations with KOA also asking the firm to submit a fee proposal. KOA was able to submit a fee proposal that was in-line with the ICE without altering the scope of work. KOA offered alternative methods to accomplish some of the tasks for the project.

Following procurement policy 11000, SANBAG staff recommends that the contract be awarded to KOA Corporation the second highest scoring firm in technical and overall score. The firm also clearly demonstrated a thorough understanding of the goal of this project through the revised scope of work and proposed an overall solid team. Evaluation forms and reference checks are located in the Contract Audit File.

Staff recommends approval of Contract No. 15-1001122 for \$547,990.45 with KOA as well as a contingency for this contract in the amount of \$28,009.55 with authorization for the Executive Director or his designee to release these funds as necessary.

Recommendation C: In the SANBAG Fiscal Year 2016/2017 budget, the funding for the Metrolink Station Accessibility Improvement Project was incorrectly identified with State Active Transportation Funds instead of Federal Active Transportation Funds.

Staff recommends approval of a budget amendment to SANBAG Fiscal Year 2016/2017 budget to transfer \$626,000 in State Active Transportation Program funds to Federal Active Transportation Program funds for the Metrolink Station Accessibility Improvement Project.

Financial Impact:

This item amends the SANBAG Fiscal Year 2016/2017 budget to transfer \$626,000 in State Active Transportation Program funds to Federal Active Transportation Program funds for the Metrolink Station Accessibility Improvement Project.

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft contract.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001122 Amendment No.: _____ Vendor No.: 01196
 Vendor/Customer Name: KOA Corporation Sole Source? Yes No
 Description: PS&E, ROW Engineering and Design Support Services for Metrolink ATP Project
 Start Date: 7/6/2016 Expiration Date: 12/31/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 547,990.45	Original Contingency	\$ 28,009.55
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 547,990.45	TOTAL CONTINGENCY VALUE	\$ 28,009.55
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 576,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve Contract 15-1001122

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal 8%

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith

Attachment: 15-1001122 - CSS (2906 : Metrolink ATP - Award Design Contract)

ATTACHMENT "A"
SCOPE OF WORK
Contract No. 15-1001122

San Bernardino Associated Governments acting as San Bernardino County Transportation Authority ("SANBAG") is seeking professional services for the preparation of plans, studies and reports necessary for development of the Plans, Specifications and Estimate (PS&E) for the Metrolink Active Transportation Program, Phase I ("Project") at seven Metrolink Facilities in San Bernardino County.

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various transportation programs; including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program.

This Project will improve pedestrian and bicycle accessibility at seven Metrolink Stations by extending bike trails and lanes, improving sidewalks and crosswalks, providing bike lockers and racks, and adding way-finding signage. The project locations and proposed improvements are identified in Figures A.1 to A.7. The proposed improvements have been divided into Phase I and Phase II elements based on a preliminary estimate and compatibility with available Phase I funding constraints. As the PS&E progresses, proposed improvements may be shifted between Phase I and Phase II to remain within funding constraints.

I. APPLICABLE STANDARDS

- A. All documents shall be prepared in accordance with current Federal, State and local regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans.
- B. Project plans and specifications must comply with the Federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs and ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. Complete the Caltrans Certification of Compliance with Americans with Disabilities Act (ADA) Form TR-040.
- C. The Task and WBS Structure used for pricing, cost reporting and schedule preparation is the Caltrans Workplan Standards Guide for Delivery of Capital Projects.
- D. Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects.
- E. Project Plans will be prepared in MicroStation V8 format and in accordance with the Caltrans CADD User's Manual.

- F. Project Specifications and Special Provisions will be prepared in accordance with Caltrans 2015 Standard Specifications and Special Provisions
- G. Standard plans from each local Agency will be utilized for elements of work within their jurisdiction.

II. GENERAL DESCRIPTION OF REQUIRED SERVICES

- A. Consultant Services include the studies, reports, drawings, plans specifications, estimates, and special provisions necessary to complete the PS&E package.
- B. The Work includes ROW support, specifically related to utility research and coordination, surveys and mapping required for ROW and Utility certification.
- C. The Work includes design support during construction. Specifically, the scope includes providing background information on the PS&E package, answering Requests for Information (RFI) and preparation of the construction as-built package.
- D. The Moving Ahead for Progress in the Twenty First Century (MAP-21) requires pre-project and post-project pedestrian and bike traffic analysis and is included in this scope of work.
- E. The final technical reports must bear the signature, stamp or seal, registration number, and registration certificate expiration date of the registered civil engineer most directly in responsible charge or other registered or certified professional working on the report as specified in Section 9 of the Project Development Procedures Manual.
- F. Develop and maintain a Project schedule utilizing the Primavera P6 Project Management, Release 7.0 software or approved equal. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting and electronic files will be provided as requested to SANBAG. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- G. 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, soil conditions, constructability, factors of safety, 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 circumstances that could pose potential risk, Consultant shall notify SANBAG immediately.

IV. PROJECT

This contract is for Phase I projects only. Figures A.1 to A.7 include both Phase I and Phase II projects. Both Phases are included in the Environmental Documents. Scope refinement will occur during the early design phase. Assume the projects shown as Phase I in Figures A.1 to A.7 are included in this scope of services.

V. ASSUMPTIONS

- A. Assume there will be three (3) meetings per month for the duration of the PS&E phase, including a monthly PDT meeting. Assume the PS&E phase spans nine (9) months.
- B. Assume there will be one (1) meeting per month for the duration of the construction phase and that construction spans nine (9) months.
- C. Assume eight (8) hard copies and eight (8) CDs of all final deliverables. Consultant will coordinate with SANBAG and each City prior to distribution of all deliverables to determine the points of contact and format of copies.
- D. Assume each major deliverable will include a SANBAG peer review in conjunction with a review by each local Agency, followed by a workshop for comment resolution, if required.
- E. SANBAG's ROW consultant has performed a utility investigation and has acquired facility mapping for utilities within the project limits. These utility facility maps will be provided to the Consultant to include in the plans and to identify conflicts.
- F. Assume all improvements will be within public right of way and temporary construction or permanent easements will not be required.

VI. SCOPE OF SERVICES

The following is a summary of anticipated tasks outlined in the Caltrans Work Breakdown Structure (WBS) necessary to complete the PS&E phase and obtain Caltrans approval. This summary is not intended to be all inclusive and work may include tasks listed in the WBS that are not identified in this summary.

Task 100 Project Management

The services provided include the initiation and planning of the project, and the execution, control and close out of the project. Tasks include:

- Initiation and planning of the project
- Providing project management and supervision of project staff to facilitate the performance of the work
- Preparation and maintenance of the Project schedule and deliverables matrix

- Presenting the schedule and deliverables matrix to the monthly Project Development Team (PDT) meeting
- Coordination with Agencies to determine project priorities and access permit requirements
- Coordination with the PDT and project stakeholders
- Administering subcontracts and directing their work (if applicable)
- Preparation and distribution of agendas prior to the meetings, preparation of meeting minutes and distribution of minutes within five working days after the meetings
- Organizing the Kick-off Meeting with Project Stakeholders to define the project and project limits, review roles and responsibilities, and determine which document deliverables are necessary
- Development and maintenance of the Work Plan
- Preparation of remedial actions to recover schedule loss
- Development and use a Project Specific Quality Assurance and Quality Control Plan in conformance with Section VI.
- Development and use a Project Management Plan.
- Development and use a Risk Management Plan.
- Development and use a Document Control Plan

Deliverables:

- PDT meeting notices, agendas, handouts, and minutes
- Presentation materials consisting of agendas, previous meeting minutes, current schedule and deliverables matrix, current plans and action item log.
- Monthly Project Master Schedule delivered one week prior to the PDT meeting.
- Project Master Schedule in electronic format delivered as requested.
- Project Specific Quality Assurance and Quality Control Plan
- Project Management Plan
- Project specific Risk Management Plan
- Document Control Plan
- Final copy of all major deliverables during close-out

Task 160/165 Preliminary Engineering and Environmental Studies

Project Initiation Documents and some preliminary engineering studies were completed for the ATP Grant Application and the "Improvement to Transit Access for Cyclists and Pedestrians Report". Prior to starting the PS&E activities, an assessment is required of preliminary engineering studies requirements to support the PS&E Work. Coordinate with PDT to determine which of the following are required and at what level.

- Surveys and maps to determine boundary information
- Topography, Base Maps and Plan Sheets
- Utility locations plans and estimate
- Preliminary Investigation Report to assess work-site conditions and topographic data
- Geometric Plans, Horizontal and Vertical Alignments
- Water Quality Management Plan

- Fact Sheet for Exceptions to Design Standards (if required)

The following are required:

- Transportation Problem Definition and Site Assessment for Impacted Roadways
 - Compile and review existing background information.
 - Review existing reports studies and mapping including planning documents, field reviews, as-builts, base mapping, existing surveys and ROW maps.
 - Develop project constraints and information required to determine the extent of the existing problem and future needs including discussions with internal and external stakeholders.
 - Analyze the existing problem and future requirements to determine the project's need and purpose.
 - Prepare the necessary Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.

Foot and Bicycle Traffic Assessment: Consultant will conduct a high-level assessment for pedestrian and bicyclist activity surrounding the station areas. No quantitative before and after foot and bicycle assessment will be conducted.

- List of permits required to complete project

Task 185 Base Maps and Plan Sheets

Work during PS&E development involves the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies. Final products of this task include preparation of Right of Way maps and plan sheets.

The task includes updating the project information needed to prepare the engineering design report, perform preliminary design and determine ROW requirements.

Specifically:

- Field reviews and topographic surveys
- Research and obtain copies of existing studies
- Research, obtain, and review utility maps and plans
- Obtain Record of Survey, benchmark, and centerline tie information
- Produce mapping and survey control necessary for the PS&E including
 - Incorporation of Basic (Corridor) Control and adjacent project.
 - Establishing primary control throughout the project
 - Establishing supplemental control for the project
 - Documenting the control survey.

Deliverables:

- Updated project information and confirmation of Purpose and Scope

- Permanent Project Control Monumentation
- Project Control Diagram or Control Record of Survey
- Project Control Report
- Project file containing the following:
 - Topography
 - Right of Way boundaries
 - Structures
 - Utility Locations

Task 230 Draft PS&E Package

Work involves the preparation and review of draft roadway plans, specifications, estimates, roadway design and functional PS&Es. Due to the limited impact of the project on the community or environment, not all PS&E studies or deliverables may be required.

Fact Sheets: Prepare the necessary Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.

Engineering Reports: Finalize project design reports needed to establish design parameters and complete design.

Electrical Service Coordination: This task includes all efforts required to coordinate and obtain electrical service agreements with the local electrical service providers. Service agreements may be required for signal, lighting, communication and irrigation elements of work.

Deliverables:

- Road and Highway Plans including, but not limited to Title Sheet and Key Maps, Project Control, Typical Sections, Layouts, Profiles, Construction Details, Summary of Quantities, Water Pollution Control, Drainage, Utility (existing and proposed), Stage Construction, Traffic Handling, Detour, Pavement Delineation, Sign, Removal, Landscape & Planting, Irrigation, Erosion Control
- Project Specifications
- Response to Comments Matrices (PEER review and Agency comments)
- Quantities Estimate
- Cost Estimate
- Engineering Reports and Calculations
 - Hydrology and Hydraulics Analysis (if required)
 - Water Quality Management Plan
 - Electrical Load Calculations
- Draft PS&E Submittal Packages (65% and 95%)
- Electrical Service Agreements

Task 255 Final PS&E Package

This activity includes reproduction, distribution, coordination, and circulation of the project's plans, specifications and estimate. Included are coordinating reviews, reaching consensus and incorporation of comments. Task includes:

- Final Plans including Constructability Review.

- Utility Plans for conflicts (proposed and existing)
- Review Project for Final Permit Needs
- Review Aesthetics
- All Specifications and Estimate
- Materials design elements and specifications
- Conformity with Environmental Commitments
- Perform Safety Review
- Perform PS&E Reviews
- Prepare Construction Staking Package
- Prepare Resident Engineer's Pending File
- Final bid package for construction
- Support construction procurement as required
- Incorporate PEER review, Agency comments and constructability review comments

Deliverables:

- Comment Resolution Matrix or focus meetings as required
- Updated PS&E Package
- Approved Environmental Reevaluation
- Final PS&E Package
- Materials Information Handout
- Construction Staking Package
- Resident Engineer's Pending File

Task 200/220 Right of Way Engineering

This task identifies Consultant Right of Way and Utility services. Consultant Work includes mapping for utilities and identification of conflicts and coordination with the Utility Companies to produce the utility plan sheets. Consultant Work includes the following:

- Utility Relocation Plan: Coordinate with the Utility Companies to produce the utility relocation plans for the protection, removal and relocation of utility facilities necessary to clear and certify ROW.
- ROW and Utility Certifications.
Potholing: Pothole plan and Pothole exploration necessary to positively locate potential utility conflicts.

Deliverables:

- Right of Way Mapping
- Utility Location Maps (existing and proposed)
- Pothole Request Map
- Pothole Data
- Utility Coordination efforts
- Utility Agreements (if required)
- Railroad Agreements (if required)
- Utility Certification
- Right of Way Certification

VII. PROJECT SPECIFIC QUALITY ASSURANCE AND QUALITY CONTROL PLAN REQUIREMENTS

Quality Assurance (QA) encompasses all of the planned and systematic activities implemented within the quality system that can be demonstrated to provide confidence that a product or service will fulfill requirements for quality. Quality Control (QC) consists of operational techniques and activities used to fulfill requirements for quality. For environmental review process, preliminary engineering and final design, QC includes technical checking, review and design verification activities, while the QA activities includes the monitoring, surveillances, auditing and other means of oversight of the QC activities and documentation, to ensure completeness and adherence to the QC procedures.

A project specific quality management plan (herein referred to as a Project QA/QC Plan) shall be developed by the Consultant and submitted to SANBAG for review and approval. The Project QA/QC Plan shall describe how QA and QC will be executed and managed by the Consultant and its subconsultants. In lieu of a Project QA/QC Plan, for small projects at the discretion of the SANBAG Director of Project Delivery, a copy of the Consultant's standard QA and QC procedures that are to be followed by the Consultant team (including subconsultants) for the project, will be submitted to SANBAG for review and approval. The standard QA and QC procedures document and any appended project-specific processes, should address the same requirements listed below for the Project QA/QC Plan.

The following is a list of the minimum content and scope of what the Project QA/QC Plan shall contain. When submitted to SANBAG for review, the Project QA/QC Plan will be reviewed and assessed to ensure that these topic areas are covered and adequately addressed by the plan.

Project Introduction and Scope:

1. Project description
2. Scope of work
3. Quality objectives
4. List of deliverable documents for each milestone submittal

Project Team Qualifications, Organization, Staff, Roles and Responsibilities:

5. A description of the minimum resource requirements for staff competence, skills, experience, and credentials.
6. Organization chart showing project staff and lines of QA and QC authority and communications.
7. List of project staff members, roles and responsibilities, including verification, QC review and technical checking, Project Management, Project QA Management and Technical Lead duties.

Quality Training:

8. Quality training, including a training syllabus, schedule, and methods of tracking the staff that have been trained.

Scheduling of Quality Activities:

9. Detailed QA and QC schedule that provides the timing, durations, and dependencies for all QC technical checking, interdisciplinary reviews, internal design verification against project criteria, and internal QA audits.

SANBAG, Caltrans Reviews:

10. Formal external (SANBAG and Caltrans) review schedules (Peer Reviews and Constructability Reviews).
11. Processes for SANBAG Peer Review and Caltrans review comments tracking, response, resolution, checking of comment incorporation, and closure process.

Internal Reviews:

12. Quality procedures related to interdisciplinary design review (IDR) process.
13. Technical review of environmental reports.

Management of Requirements:

14. The requirements for the development of a Basis of Design report that includes a list of governing project criteria, source documents for the governing criteria, including those from Caltrans, SANBAG and local municipalities.
15. Requirements management processes used to track design variation requests, and procedures for changes to the requirements as a result of approved design variances.

Quality Procedures for Project Controls:

16. Project QA and QC procedures related to approved project scope changes and associated revisions to estimates and schedule.
17. Project QA and QC procedures for configuration management against the baseline design.

Quality Control (QC) Procedures:

18. Detailed QC procedures, including descriptions of process steps and documentation of processes for technical checking, QC reviews, and design verification. The procedures for technical checking will include:
 - QC testing and validation of computer software used for the calculations
 - Checking of calculations and data (hand calculations and computer calculations input and output)
 - Checking of drawings and exhibits
 - Checking of specifications and contract documents
 - Checking of quantities and cost estimates
 - Review of studies or report-type documents
 - QC of CADD-produced documents
19. Checklists to be used to verify: design criteria / technical compliance; submittal contents; CADD compliance; specifications compliance; calculations compliance; and milestone specific level of completion.

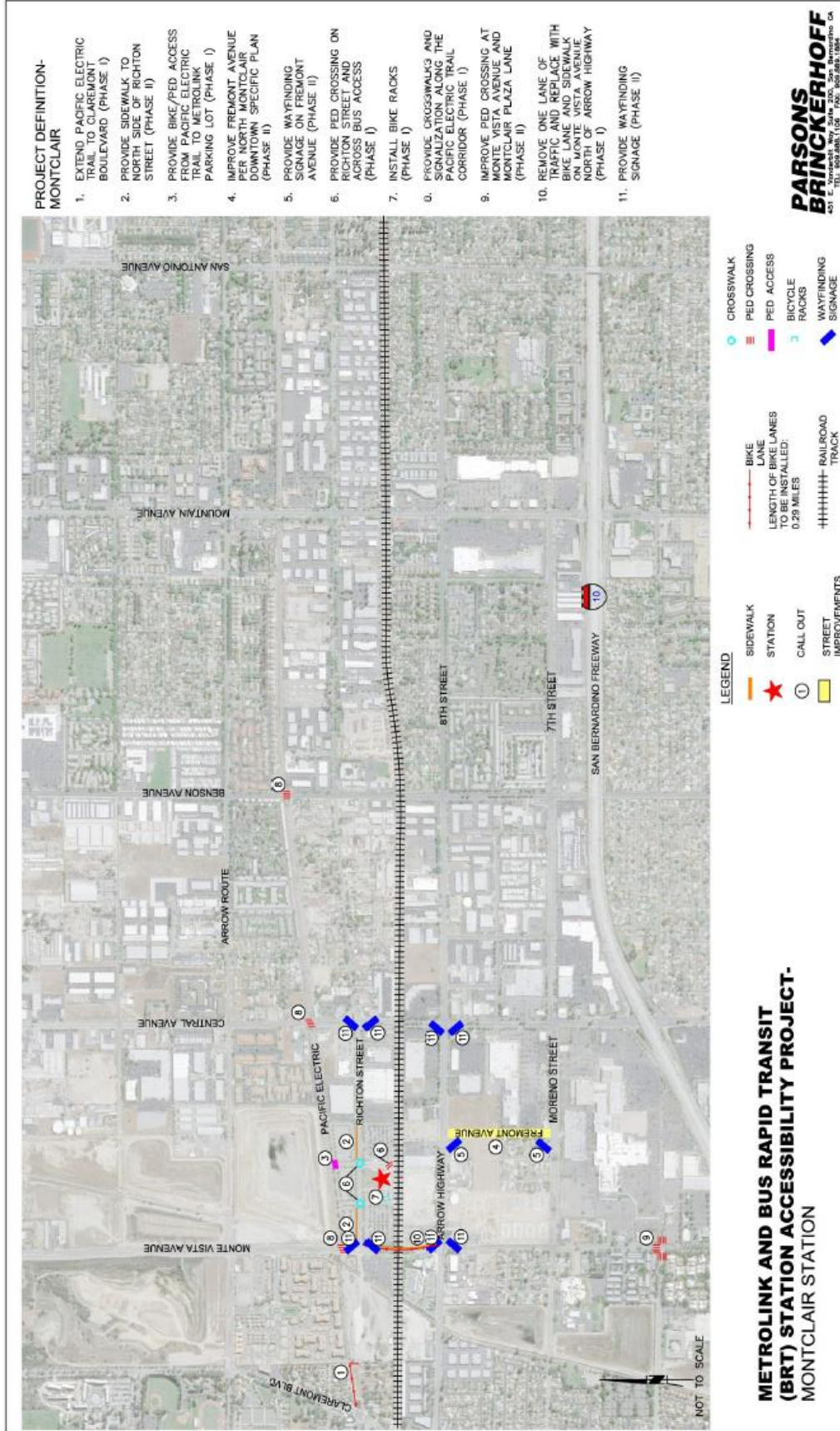
Quality Assurance (QA) Procedures:

20. The processes for QA monitoring, surveillances, and audits of the QC activities, including when QA audits are to be conducted prior to submittals, and the QC activities and QC documentation to be audited.
21. Processes for the management of the implementation of Corrective Action to internal and external QA audit non-conformances and findings.

Quality Documentation:

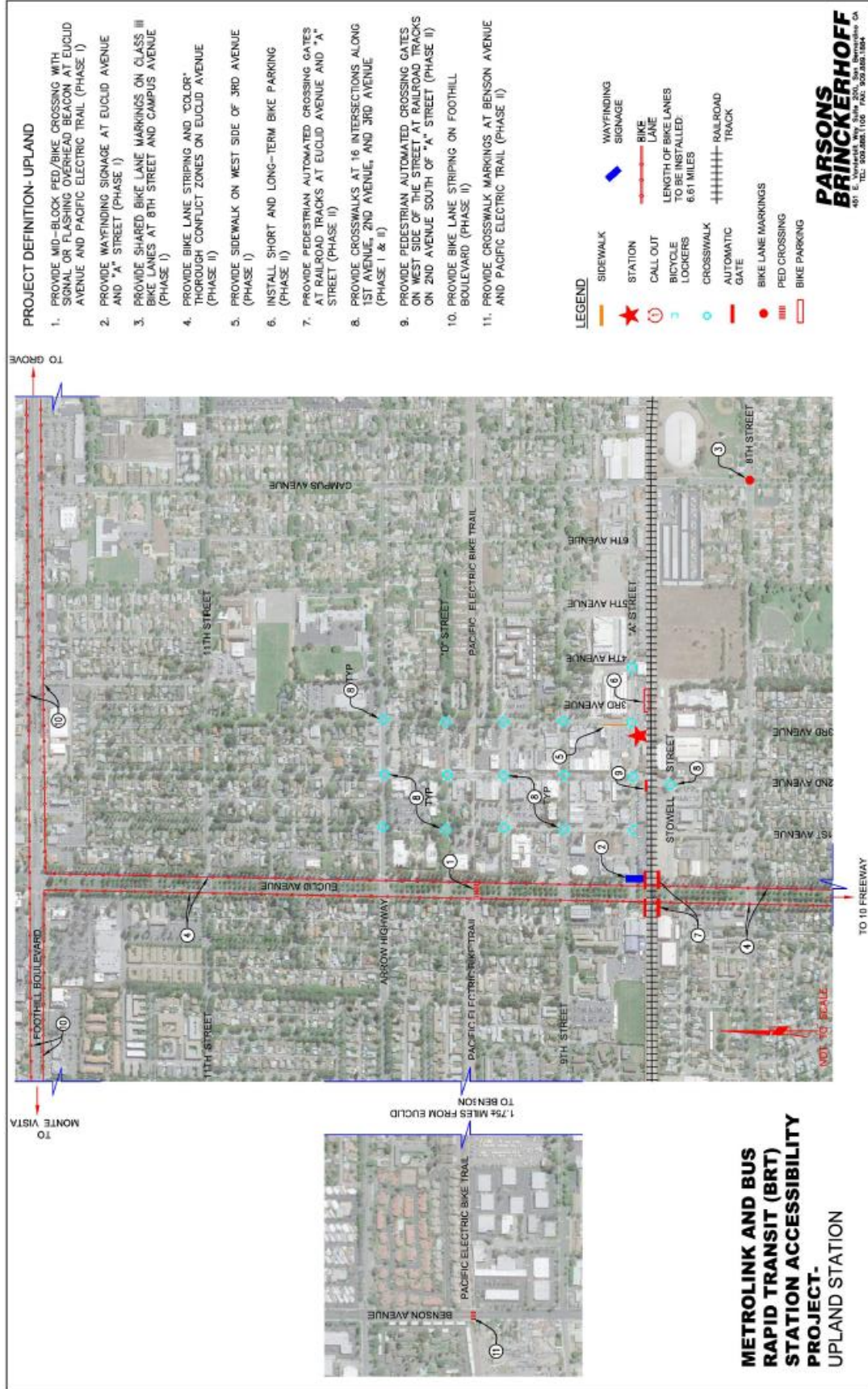
22. Quality Records list or definition.
23. Document Control procedures, including electronic files and project folders, submittal procedures, control of hardcopies, uploading of scanned hardcopy PDF files, document retention requirements, and the treatment of quality documents. This part of the Project QA/QC Plan may reference sections of a project management plan and/or a separate project or firm document control plan.

Figure A.1



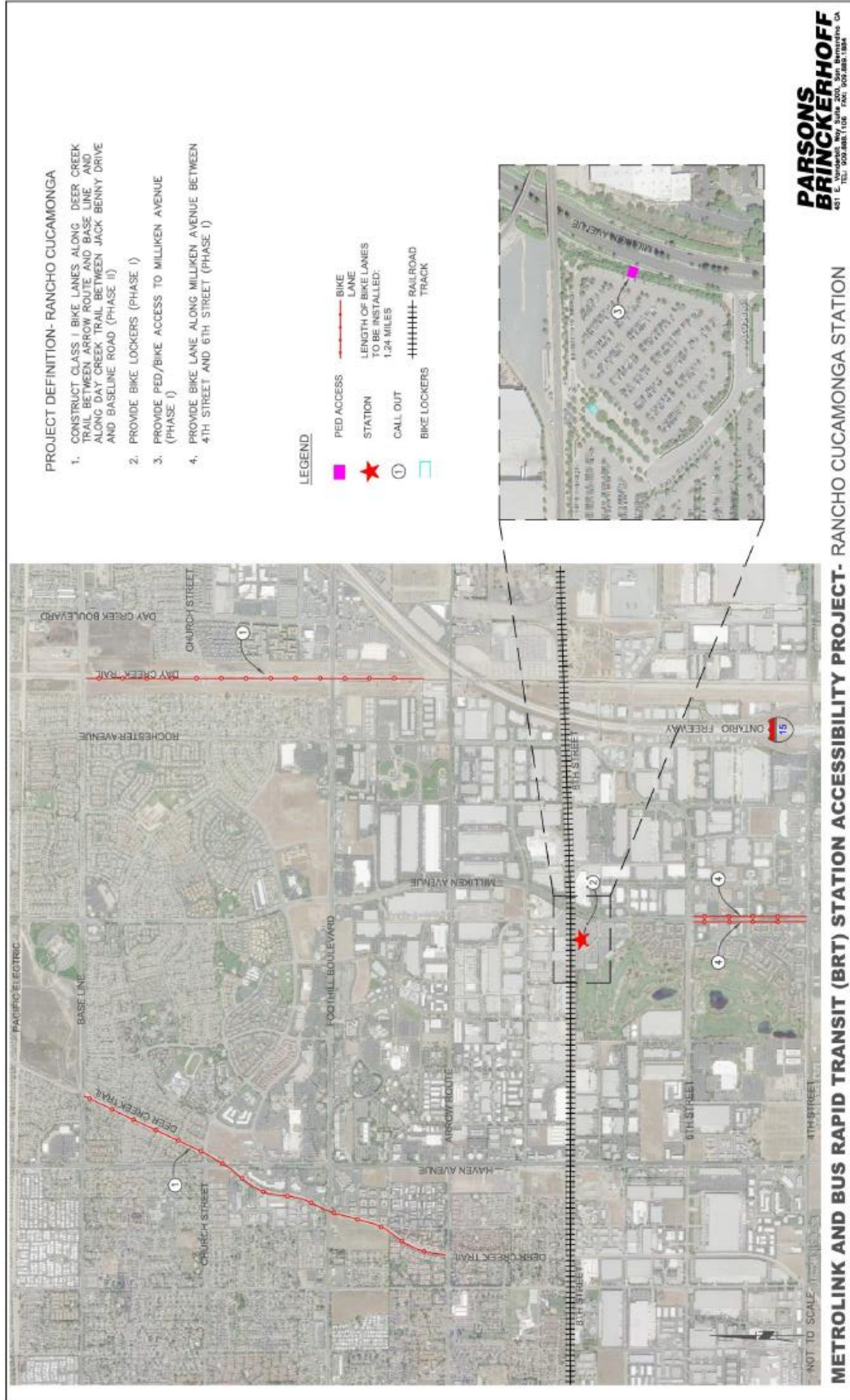
Attachment: 15-1001122 - Att A Scope of Work (2906 : Metrolink ATP - Award Design Contract)

Figure A.2



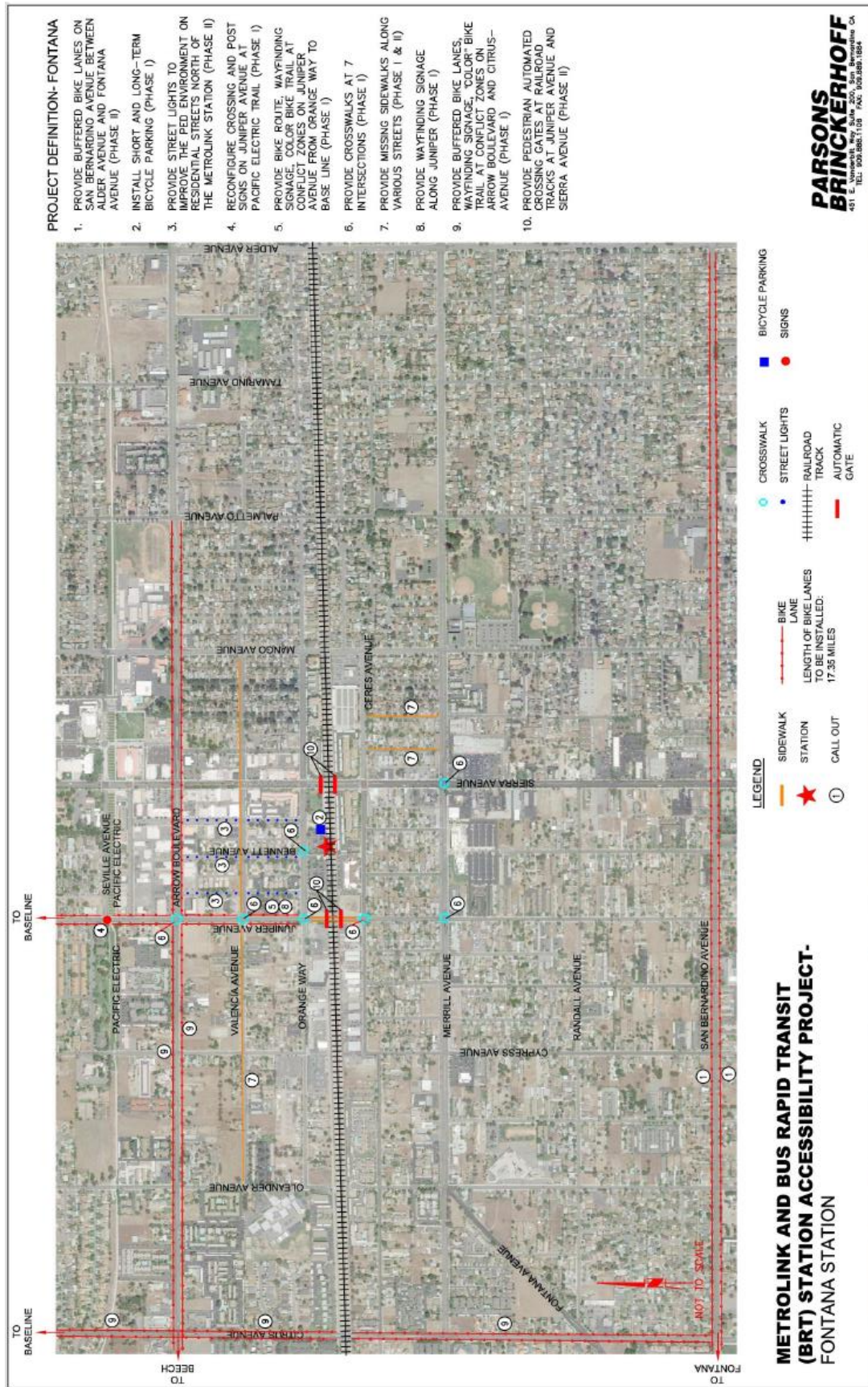
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Figure A.3



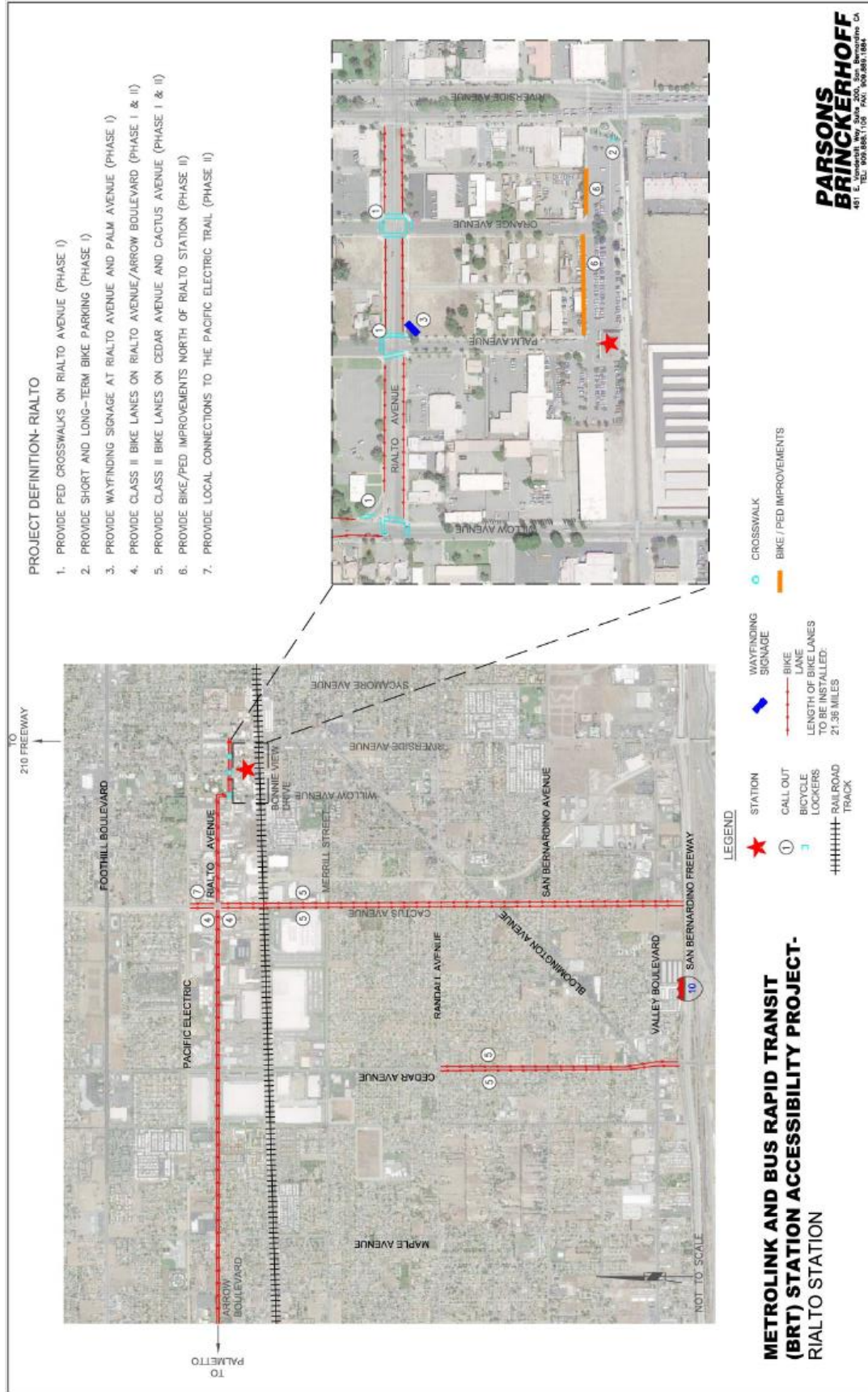
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Figure A.4



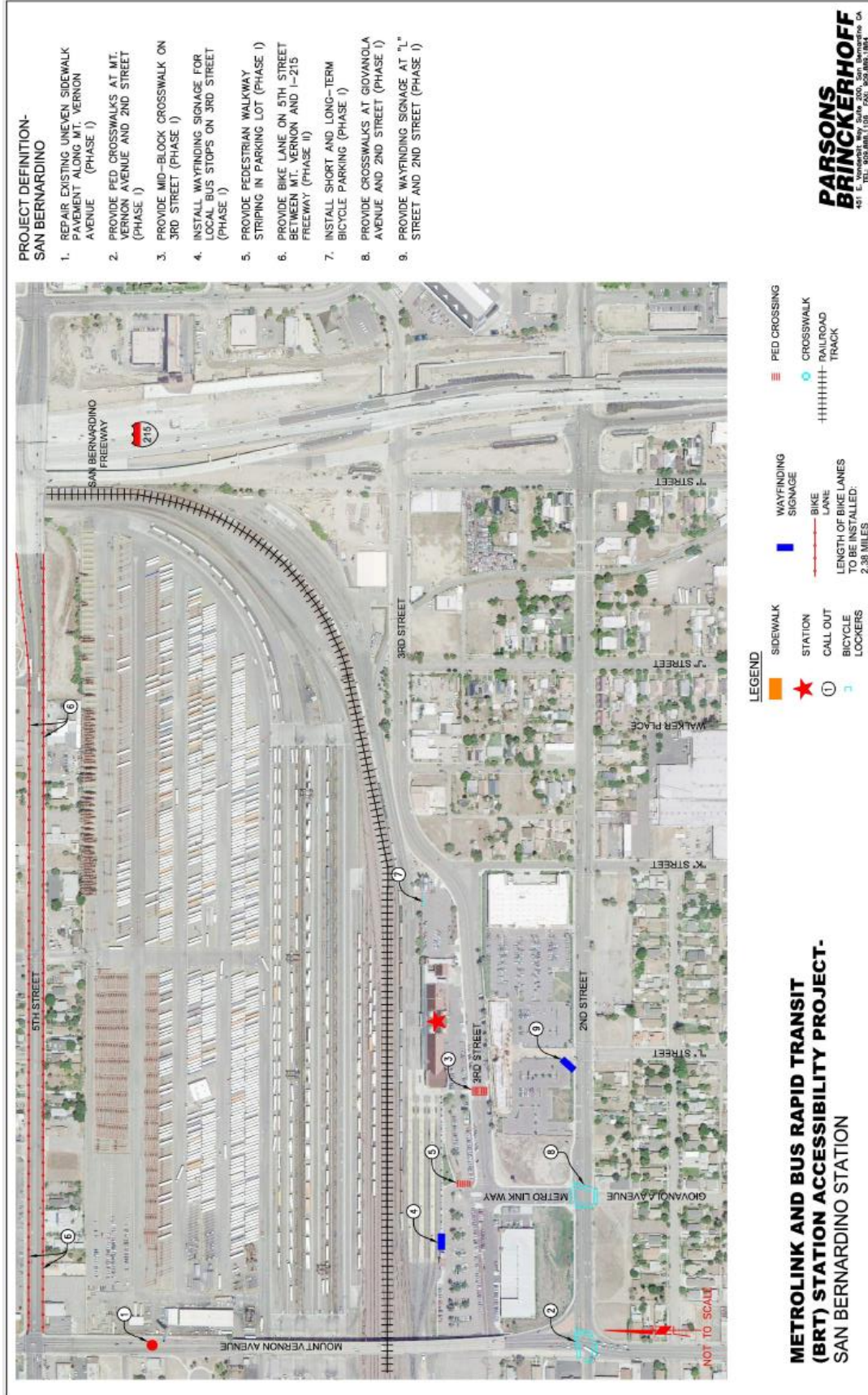
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Figure A.5



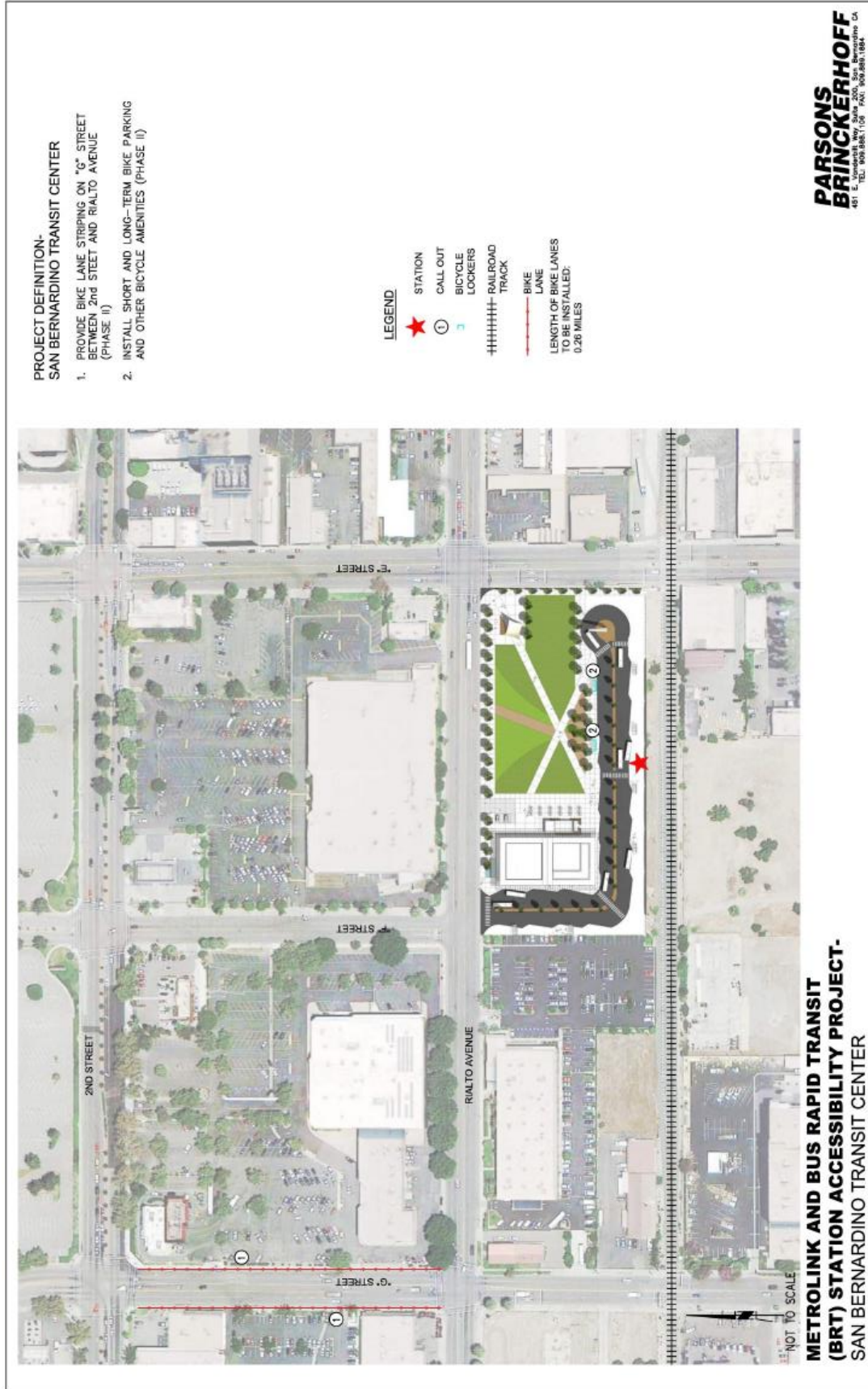
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Figure A.6



Attachment: 15-1001122 - Att A Scope of Work (2906 : Metrolink ATP - Award Design Contract)

Figure A.7



Attachment: 15-1001122 - Att A Scope of Work (2906 : Metrolink ATP - Award Design Contract)

Minute Action

AGENDA ITEM: 14

Date: July 6, 2016

Subject:

Monte Vista Grade Separation - Agreements and Invitation for Bids

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

A. Approve Amendment No. 1 to Cooperative Agreement No. 15-1001297 with the City of Montclair for the construction of the Monte Vista Avenue Grade Separation Project which increases project funding based on actual costs and final engineers estimate.

B. Approve Amendment No. 1 to Trade Corridors Improvement Fund (TCIF) Baseline Agreement No. 16-1001448 with the California Transportation Commission (CTC), Caltrans and the City of Montclair for the Monte Vista Grade Separation and authorize the Executive Director to execute the final Amendment No. 1 to TCIF Baseline Agreement No. 16-1001448 after approval as to form by General Counsel.

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

C. Authorize the Director of Project Delivery to advertise Invitation for Bids (IFB) No. 16-1001461, pending federal authorization to proceed, for the construction of the Monte Vista Grade Separation Project.

D. Authorize staff to proceed directly to the Board of Directors without prior Metro Valley Study Session review for the award of Construction Contract No. 16-1001461.

Background:

The Monte Vista Grade Separation project in the City of Montclair is concluding the design and right-of-way phase with construction scheduled to start in early 2017. The design and right-of-way phase is being led by the City of Montclair and SANBAG will lead the construction phase.

Recommendation A: On September 2, 2015, the Board approved Cooperative Agreement No. 15-1001297 with the City of Montclair for the construction phase of the Monte Vista Grade Separation based on estimated project costs of \$19,601,000 and a public/development share split of 81.1% and 18.9%. An amendment is now required to this agreement to revise the development share percentage used in the original agreement as well as to update the project funding based on actual costs and the final engineers estimate. This amendment revises the public share to 91.5% and the development share to 8.5%, consistent with the Nexus Study.

At the time of Board approval, it was noted in the staff report that the City of Montclair was early in the final design phase and the estimated costs were based on April, 2015 estimates. It was noted that an increase in costs was anticipated by final design. The final engineer's estimate of construction costs has now been completed which captures some additional and

Entity: CTA, CTC

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updated construction costs that were not reflected in the preliminary engineer's estimate due to unit cost increases and constructability issues which required additional bid items and costs to address. In addition, SANBAG has awarded a contract to a construction management (CM) firm, and final costs and contributions have been negotiated with the Union Pacific Railroad (UPRR), with both CM and UPRR costs coming in higher than originally estimated. Utilizing these updated costs, this amendment includes a total construction cost of \$26,960,492.00, which consists of a SANBAG share of \$24,417,225.18 and a City of Montclair share of \$2,543,266.82 before project buy downs.

The City of Montclair has been notified by Caltrans staff of the intent to award the project \$5,000,000.00 in California Public Utility Commission (PUC) Section 190 Grade Separation Program funds. These PUC funds, along with a negotiated UPRR contribution of \$1,076,309.00 will be used to buy down project costs, which will reduce the SANBAG share to \$18,857,402.45 and the City of Montclair share to \$2,026,780.56. The SANBAG share will consist of Projects of National and Regional Significance (PNRS) funds, Trade Corridor Improvement Fund (TCIF) funds and Measure I Valley Major Street Program (Grade Separation) funds.

Staff is recommending approval of Amendment No. 1 to Cooperative Agreement No. 15-1001297 with the City of Montclair for the construction of the Monte Vista Grade Separation Project

Recommendation B: On March 2, 2016, the Board approved TCIF Baseline Agreement No. 16-1001448 with the CTC, Caltrans and the City of Montclair for the Monte Vista Grade Separation project which included funding based on the latest engineers estimate at the time of execution. An amendment is now required for consistency with the cost increases reflected in Agreement 15-1001297 as referenced in Recommendation A. This agreement reflects the anticipated PUC Section 190 funding being approved by August, 2016. Staff recommends approval of this recommendation.

Recommendation C & D: Staff anticipates receiving federal authorization to proceed towards the end of September, 2016. Staff is recommending that the Board authorize the Director of Project Delivery to advertise the construction contract for the project through the release of IFB No. 16-1001461, subject to the issuance of the federal authorization to proceed with construction such that the IFB can be issued as expeditiously as possible.

The TCIF program requires that a construction contract be awarded within six months of allocation of funding. Given this time line, staff is requesting authorization to proceed directly to the Board with a recommendation for construction contract award without prior Metro Valley Study Session review to ensure that the contract is awarded within the 6 month constraint.

Financial Impact:

This item is consistent with the Fiscal Year 2016/2017 Budget.

Reviewed By:

This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft amendments.

Responsible Staff:

Board of Directors Agenda Item
July 6, 2016
Page 3

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001297 Amendment No.: 1 Vendor No.: 01455
 Vendor/Customer Name: City of Montclair Sole Source? Yes No
 Description: Monte Vista Grade Separation Cooperative Agreement
 Start Date: 9/2/2015 Expiration Date: 8/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 3,927,614.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 3,927,614.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ (1,384,347.18)	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 2,543,266.82	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 2,543,266.82

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve Amendment No. 1 to Agreement 15-1001297

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith

Attachment: 15-1001297-01 CSS (2907 : Monte Vista Grade Separation - City Coop & IFB)

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. 15-1001297
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF MONTCLAIR
FOR
CONSTRUCTION PHASE FOR THE GRADE SEPARATION AT
MONTE VISTA AVENUE/UPRR IN THE CITY OF MONTCLAIR**

I. PARTIES AND TERM

A. THIS AMENDMENT NO. 1 to COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of MONTCLAIR (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).

II. RECITALS

A. WHEREAS, CITY and AUTHORITY have previously entered into Cooperative Agreement, No. 15-1001297 which delineates roles, responsibilities, and funding commitments relative to the Construction activities of the PROJECT.

B. WHEREAS, the CITY and AUTHORITY wish to amend Cooperative Agreement, No. 15-1001297 to update the estimated Construction Phase costs of the PROJECT based on the latest engineer’s estimate developed during final design phase, updated construction management costs, and adjusted party shares.

NOW, THEREFORE, the Parties agree to amend Cooperative Agreement No. 15-1001297 between the CITY and AUTHORITY as follows:

1. Delete paragraph F of Section II, entitled “RECITALS” and replace with the following:

“F. WHEREAS, the project Construction phase is estimated to cost a total of \$26,960,492.00, which includes \$275,000.00 for the AUTHORITY to provide Project Management services for the Project; and”

2. Delete paragraph K of Section II, entitled “RECITALS” and replace with the following:

“K. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY Project Management costs, for the Construction Phase is estimated at \$26,685,492.00, which shall be funded with 8.5% Development Share funds and 91.5% Public Share funds as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan after application of any

buy downs, as noted in Paragraphs “H” and “I” in Section V, in accordance with AUTHORITY Measure I Strategic Plan Policy 40001/VS-30.”

3. Delete paragraph B of Section III, entitled “AUTHORITY RESPONSIBILITIES” and replace with the following:

“B. To contribute towards the Construction phase of the PROJECT cost an amount not to exceed \$24,417,225.18, as shown in “Revised Attachment A”. The actual cost of a specific contract may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$24,417,225.18 without an amendment to this Agreement.”

4. Delete paragraph J of Section IV, entitled “CITY RESPONSIBILITIES” and replace with the following:

“J. To reimburse AUTHORITY for the Development Share of actual costs incurred for the Construction phase of the PROJECT and up to \$275,000 for SANBAG Project Management as shown in “Revised Attachment A”. The actual cost of a specific contract may ultimately vary from the estimates provided in “Revised Attachment A”, however, under no circumstances is the total combined CITY contribution to exceed \$2,543,266.82 without an amendment to this Agreement.”

5. Delete paragraph I of Section V, entitled “MUTUAL RESPONSIBILITIES” and replace with the following:

“I. CITY has applied to be on the priority list for a Project allocation from the PUC. City will diligently seek to comply with all requirements to submit an allocation request for a \$5 million allocation from the PUC. Should such funding be secured for the project, CITY will request payment from Caltrans. All PUC funds will buy down Project costs and if received, SANBAG will progressively invoice CITY the full amount of PUC allocation.”

6. Replace “Attachment A” with the “Revised Attachment A” which is attached to this Amendment No. 1 and by this reference incorporated herein; and replace all references to “Attachment A” with “Revised Attachment A” throughout Cooperative Agreement No. 15-1001297.
7. Except as amended by this Amendment No. 1, all other terms and conditions of Cooperative Agreement No. 15-1001297 shall remain in full force and effect.
8. The recitals are incorporated into the body of this Amendment No. 1.
9. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.
10. The Effective Date of this Amendment is the date AUTHORITY executes this Amendment No. 1.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. 15-1001297
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF MONTCLAIR**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF MONTCLAIR

By: _____
Robert Lovingood
President, Board of Directors

By: _____
Paul M. Eaton
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Diane E. Robbins
City Attorney

ATTEST

By: _____
Jeffery Hill
Procurement Manager

By: _____
Andrea M. Phillips
Deputy City Clerk

Attachment: 15-1001297-01 MVGS Coop Amend 1 (2907 : Monte Vista Grade Separation - City Coop & IFB)

Revised Attachment A

PROJECT DESCRIPTION

The CITY of Montclair and SANBAG propose to construct a grade separation crossing at Monte Vista Avenue Union Pacific Railroad Crossing. The cost estimate for the construction phase of the project is approximately \$26,960,492.00.

PROJECT FUNDING TABLE

Public Share: 91.5%- \$24,417,225.18 before buy downs²

Nexus Development Impact Fee Share (DIF, “Development Share” or “Local Share”): 8.5%- \$2,543,266.82 before buy downs² (including SANBAG project management cost)

Phase	Estimate Cost ¹	Shares per Nexus Study	
		Public Share	Development Share
Construction Management	\$3,315,020.00	\$3,033,243.30	\$281,776.70
Construction Capital	\$23,370,472.00	\$21,383,981.88	\$1,986,490.12
SANBAG Project Management ³	\$275,000.00	\$0.00	\$275,000.00
TOTAL	\$26,960,492.00	\$24,417,225.18	\$2,543,266.82

¹ Estimated Costs are based on April 2016 estimates.

² UPRR project contribution and PUC allocation, if obtained, will buy down total project cost in accordance with Measure I Strategic Plan Policy 40001/VS-30. Buy down amounts will cause proportional adjustment of Public and Development Shares.

³ In accordance with Measure I Strategic Plan Policy VMS-29 and VMS-30 SANBAG Project Management costs are to be paid solely by Development Share.

PROJECT SCHEDULE

Currently the Monte Vista Avenue Grade Separation schedule is as shown here below with approximate milestones:

Milestones	Estimated Completion Date
Environmental Approval	Summer 2013
Plans, Specifications & Estimate (PSE)	Spring 2016
Right of Way (ROW)	Winter 2013
Construction Start	Winter 2017
Completion for Beneficial Use	Summer 2018

Contract Summary Sheet

General Contract Information

Contract No: 16-1001448 Amendment No.: 1 Vendor No.: 450
 Vendor/Customer Name: CTC, Caltrans & City of Montclair Sole Source? Yes No
 Description: TCIF Baseline Agreement for Monte Vista Grade Separation
 Start Date: 7/6/2016 Expiration Date: 3/2/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ -	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ -

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Authorize Executive Director to Execute 16-1001448 with Caltrans, CTC and City once Agreement is Finalized

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ -
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Brian Smith

Attachment: 16-1001448-01 CSS (2907 : Monte Vista Grade Separation - City Coop & IFB)

**TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT AMENDMENT #1**

On _____, with CTC Resolution TCIF _____, attached hereto for reference, the California Transportation Commission approved a TCIF Program Amendment to revise fund programming and project schedule of TCIF Project: Monte Vista Grade Separation Project.

The Project Baseline Agreement provision for the Monte Vista Grade Separation Project, effective on March 16, 2016, made by and between the California Transportation Commission, the California Department of Transportation, the City of Montclair, and San Bernardino Associated Governments remains in effect except for the following sections:

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

California Department of Transportation
Malcolm Dougherty, Director

California Transportation Commission
Susan Bransen, Executive Director

City of Montclair
Edward C. Starr, City Manager

San Bernardino Associated Governments
Raymond Wolfe, Executive Director

APPROVED AS TO FORM:

Eileen Monaghan Teichert, SANBAG General Counsel

Exhibit A

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (Revised September 2013)

General Instructions

<input checked="" type="checkbox"/> Amendment (Existing Project)					Date:	5/20/16
District	EA	Project ID	PPNO	MPO ID	TCRP No.	
08			1190	20010135		
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
SBD				San Bernardino Associated Governments (SANBAG)		
				MPO	Element	
				SCAG	LA	
Project Manager/Contact		Phone		E-mail Address		
Brian Smith		(909)884-8276		bsmith@sanbag.ca.gov		
Project Title						
Monte Vista Avenue Grade Separation at UPRR Line						
Location, Project Limits, Description, Scope of Work						
In the City of Montclair construct grade separation at Monte Vista Avenue/Union Pacific Railroad and associated roadway improvements to provide four lanes to traffic and a connector between Monte Vista Avenue and State Street. Pre-construction components previously funded with a combination of Local, Federal and other State funding.						
<input type="checkbox"/> Includes ADA Improvements <input type="checkbox"/> Includes Bike/Ped Improvements						
Component		Implementing Agency				
PA&ED		Montclair, City of				
PS&E		Montclair, City of				
Right of Way		Montclair, City of				
Construction		San Bernardino Associated Governments (SANBAG)				
Purpose and Need						
The purpose of the work is to improve traffic flow, eliminate rail crossing delays and provide adequate levels of service through the year 2025.						
Benefits: The project will improve safety, improve emergency vehicle response time, provide efficient movement of goods and mitigate the train/vehicular traffic conflict delays that are expected to worsen through 2025. The project will also improve air quality, lower noise and improve the quality of life for residents and motorists of both the County and the City.						
Project Benefits						
The project will improve safety, improve emergency vehicle response time, provide efficient movement of goods and mitigate the train/vehicular traffic conflict delays that are expected to worsen through 2025. The project will also improve air quality, lower noise and improve the quality of life for residents and motorists of both the County and the City.						
<input type="checkbox"/> Supports Sustainable Communities Strategy (SCS) Goals <input type="checkbox"/> Reduces Greenhouse Gas Emissions						
Project Milestone					Existing	Proposed
Project Study Report Approved						
Begin Environmental (PA&ED) Phase					04/01/02	
Circulate Draft Environmental Document			Document Type CE/CE	/ /		
Draft Project Report					08/27/02	
End Environmental Phase (PA&ED Milestone)					07/19/13	
Begin Design (PS&E) Phase					01/01/03	
End Design Phase (Ready to List for Advertisement Milestone)					03/01/16	
Begin Right of Way Phase					01/01/03	
End Right of Way Phase (Right of Way Certification Milestone)					03/01/16	04/27/16
Begin Construction Phase (Contract Award Milestone)					11/02/16	02/07/17
End Construction Phase (Construction Contract Acceptance Milestone)					01/31/19	05/01/19
Begin Closeout Phase					02/02/19	05/02/19
End Closeout Phase (Closeout Report)					08/01/19	03/05/20

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment: 16-1001448-01 TCIF baseline agreement amendment monte vista GS (2907 : Monte Vista Grade Separation - City Coop & IFB)

PROJECT PROGRAMMING REQUEST

DTP-0001 (Revised September 2013)

Date: 5/20/16

District	County	Route	EA	Project ID	PPNO	TCRP No.
08	SBD,	,	,		1190	
Project Title: Monte Vista Avenue Grade Separation at UPRR Line						

Existing Total Project Cost (\$1,000s)									Implementing Agency
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)									Montclair, City of
PS&E									Montclair, City of
R/W SUP (CT)									Montclair, City of
CON SUP (CT)									San Bernardino Associated
R/W									Montclair, City of
CON			22,753					22,753	San Bernardino Associated
TOTAL			22,753					22,753	
Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			26,685					26,685	
TOTAL			26,685					26,685	

Fund No. 1:	State Bond - Trade Corridor Program (TCIF)								Program Code
Existing Funding (\$1,000s)									20.XX.723.000
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			2,113					2,113	
TOTAL			2,113					2,113	
Proposed Funding (\$1,000s)									Notes
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			2,113					2,113	
TOTAL			2,113					2,113	

Fund No. 2:	Demo - Demonstration-State TEA21 (DEMOS21)								Program Code
Existing Funding (\$1,000s)									20.30.010.680
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									San Bernardino Associated Gove
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			12,152					12,152	
TOTAL			12,152					12,152	
Proposed Funding (\$1,000s)									Notes
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)									PNRS funds
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			14,715					14,715	
TOTAL			14,715					14,715	

Attachment: 16-1001448-01 TCIF baseline agreement amendment monte vista GS (2907 : Monte Vista Grade Separation - City Coop & IFB)

Fund No. 3:		Local Funds - SBD Co Measure I (XSBD)							Program Code	
Existing Funding (\$1,000s)									20.XX.400.100	
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency	
E&P (PA&ED)									San Bernardino Associated Gove	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON			5,570					5,570		
TOTAL			5,570					5,570		
Proposed Funding (\$1,000s)									Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON			2,029					2,029		
TOTAL			2,029					2,029		

Fund No. 4:		Local Funds - City Funds (CITY)							Program Code	
Existing Funding (\$1,000s)									20.XX.400.100	
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency	
E&P (PA&ED)									Montclair, City of	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON			1,842					1,842		
TOTAL			1,842					1,842		
Proposed Funding (\$1,000s)									Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON			1,752					1,752		
TOTAL			1,752					1,752		

Fund No. 5:		Local Funds - Local Transportation Funds (LTF)							Program Code	
Existing Funding (\$1,000s)									20.XX.400.100	
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency	
E&P (PA&ED)									San Bernardino Associated Gove	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON			1,076					1,076		
TOTAL			1,076					1,076		
Proposed Funding (\$1,000s)									Notes	
E&P (PA&ED)									UPRR	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON			1,076					1,076		
TOTAL			1,076					1,076		

Fund No. 6:		PUC 190							Program Code
Existing Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)									CPUC
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding (\$1,000s)									
E&P (PA&ED)									PUC 190 fund
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			5,000					5,000	
TOTAL			5,000					5,000	

Minute Action

AGENDA ITEM: 15

Date: July 6, 2016

Subject:

Amendment 1 to Southern California Gas Company Utility Agreement No. C12204 for the Interstate 215 Bi-County Project

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Amendment No. 1 to Utility Agreement No. C12204 with the Southern California Gas Company (Gas Company) for an additional amount of \$299,121.12 for a new amended total contract amount of \$2,699,121.12 for actual costs incurred for the relocation of a 12-inch natural gas high pressure main on the Interstate 215 (I-215) Bi-County Project.

Background:

In June 2012, at the onset of the Right of Way phase for the I-215 Bi-County Project, the Board approved Utility Agreement No. C12204 with the Gas Company for the relocation of a 12-inch high pressure gas main that was in conflict with the project. Based on an analysis performed by SANBAG's Right of Way consultant and Caltrans staff, it was determined that the Gas Company had prior rights and the liability for costs related to the relocation of this 12-inch gas main was to be 100% project cost. The agreement specified that SANBAG would pay actual costs and the agreement would be amended if the actual costs exceeded 125% of the estimated cost.

The gas line relocation work was performed in 2015 and was coordinated with the I-215 Bi-County construction. The relocation was monitored by SANBAG's Right of Way consultant and Caltrans, and the work was performed according to plan along the designed alignment. However, the Gas Company encountered several unforeseen constructability issues that resulted in higher actual costs than what was estimated for the agreement. The Gas Company attributes the cost increase to several factors which are listed below:

- Some sections of pipe had to be located deeper than expected due to unforeseen conflicts with other buried utilities and infrastructure. This required shoring the trench, causing delays to the schedule and additional cost.
- The plan assumed that only the trenched portion of La Cadena Drive would be repaved, however, the entire width of the street had to be repaved due to more extensive trenching.
- In some areas, borings were required in order to avoid impacts to traffic. The original plan did not account for borings.
- Because borings were required for some areas, about 500 feet of pipe had to be coated.
- Due to proximity to high voltage wires, the gas line pipes had to be demagnetized before installation for safety purposes.
- Lane closures and additional traffic control activities were not anticipated but were required to accommodate the excavation and shoring of trenches.

Entity: CTA

Board of Directors Agenda Item

July 6, 2016

Page 2

The Gas Company's constructability challenges resulted in additional cost of \$299,121.12 beyond the estimated cost in the agreement. The cost schedule and invoices detailing the actual costs incurred by the Gas Company have been reviewed and verified by SANBAG's Right of Way consultant. Staff is recommending that the Board approve Amendment No. 1 to C12204 in order to reimburse the Gas Company for actual costs related to utility relocation necessary for the I-215 Bi-County Project.

Concurrently, staff is performing an audit of the Gas Company's billing related to C12204 to ensure that all the costs under the invoiced amount are eligible costs under the agreement. According to the agreement, if the audit determines any of the costs to be unallowable, the Gas Company will reimburse SANBAG. The cost increase associated with this amendment is consistent with the programmed costs for the Right of Way phase of the I-215 Bi-County Project.

Financial Impact:

This item is consistent with the 2016/2017 Fiscal Year Budget.

Reviewed By:

This item was reviewed and recommended for approval (18-0-1; Abstained: Hagman) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

AMENDMENT NO. 1 TO CONTRACT NO. C12204**UTILITY AGREEMENT****BY AND BETWEEN****SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY****AND****SOUTHERN CALIFORNIA GAS COMPANY****FOR****I-215 BI COUNTY PROJECT**

This AMENDMENT No.1 to Utility Agreement No. C12204 is made by and between the San Bernardino County Transportation Authority (referred to hereafter as "Agency") and Southern California Gas Company (hereinafter referred to as "Owner"). Agency and Owner are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, Agency and Owner, previously executed a Utility Agreement on or about March 21, 2013 ("AGREEMENT") setting forth the terms and conditions of the relocation of certain of Owner's Facilities as required by Agency's I-215 Bi County HOV Gap Project; and

WHEREAS, in the performance of said work, increased costs over and above those estimated at the time of the execution of said Agreement were incurred due to the following factors:

- Paving costs were higher than anticipated due to an unanticipated requirement to repave the entire lane width of La Cadena Drive rather than just the trenched portions;
- Because a portion of the pipe that was installed was bored in to avoid traffic impacts, approximately 500' of pipe had to be sent out to be coated prior to boring;
- Digging was deeper than anticipated in several locations due to unanticipated substructures resulting in increased shoring costs and increased number of working days;
- Due to new California Public Utilities Commission regulations, additional inspections and reporting were required for work by Owner's welding contractor resulting in the need for extra welders and increased number of working days to accommodate inspections;
- High-power electrical lines magnetized stockpiled pipes which had to be demagnetized before installation;
- Soil conditions were poor, with loose soil and added depth in many locations causing cave-in issues and difficulty with shoring and pipe installation;
- Mismarked utility lines that were encountered during the work increased the number of working days; and
- Additional coordination with City of Colton inspectors for lane closures and added traffic control requirements resulted in additional time to set up and take down traffic control measures; and

WHEREAS, it has been determined that, since final costs have overrun the amount shown in said

Agreement by 40%, and when the increased cost exceeds by 25% the estimated amount set forth in said Agreement, said Agreement shall be amended to show the increased cost of the work to the Agency; and

WHEREAS, the estimated cost to the Agency of the work to be performed under said Agreement was \$1,920,000.00, and by reason of the increased costs referred to above, the amended estimated cost to the Agency is \$2,699,121.12.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. The estimated cost to the Agency of \$1,920,000.00 as set forth in said Agreement is hereby amended to read \$2,699,121.12.
- 2. All other terms and conditions of said Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Utility Agreement No C12204 the date executed by Agency below.

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

SOUTHERN CALIFORNIA GAS COMPANY

By: _____
Robert A. Lovingood
Board President

By: _____
Name: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

RECOMMEND FOR APPROVAL:

By: _____
Pete Castellan
Overland, Pacific, and Cutler

Attachment: C12204-01 (2908 : I-215 Bi-County: SCG Utility Agreement Amendment 1 (C12204))

Minute Action

AGENDA ITEM: 16

Date: July 6, 2016

Subject:

Interstate 215 Barton Right of Way Agreement Amendment 7

Recommendation:

That the Board, acting as the San Bernardino County Transportation Commission and San Bernardino County Transportation Authority:

Approve Amendment No. 7 to Contract No. C12212 with CALTRANS for the Design and Right of Way phases of the Interstate 215 (I-215) Barton Road Avenue Interchange Project to add \$4,466,694 of Surface Transportation Program (STP) Funds to the Right-of-Way Capital, and \$300,000 of Measure I Valley Freeway Funds to the Right-of-Way Support for a new total design and right of way cost of \$38,071,305.

Background:

The I-215 Barton Road Interchange Improvement Project (Project) is currently in the design and Right-of-Way (ROW) phases of project delivery. During these phases, the project has sustained changes of funding types, project delivery methods, agency roles and responsibilities, and cost updates. As a result of these changes, the Cooperative Agreement C12212 between Caltrans and SANBAG for the design and right of way phase has been amended six times. The current proposed amendment to this cooperative agreement serves to increase the total project value by \$4,466,694 for a new total design and right of way cost of \$38,071,305.

An increase of \$300,000 is for right of way support services for providing additional appraisal and acquisition services required as a result of innovation presented by the Construction Manager/General Contractor (CM/GC); support services for eminent domain activities; and additional support services for unanticipated utility coordination efforts. For the right of way capital cost increase, an additional \$4,466,694 is for increased costs associated with temporary construction easement periods, property values, and anticipated settlement or trial amounts. The specifics regarding the cost increases are discussed below.

1. SANBAG Right of way support costs have increased by \$300,000 and can be funded with Measure I Valley Freeway funds for an overall total of \$3,974,943. The increased ROW scope of work includes:
 - Preparation of additional title reports, appraisals, and negotiations for the new parcels needed as a result of the design changes generated by the CM/GC process. Previous amendments included the capital cost of the additional parcels but not the ROW consultant's additional costs to secure these properties.
 - Preparation of support materials and the provision of support services to SANBAG legal counsel during the eminent domain process. A previous amendment revised roles and responsibilities such that the San Bernardino County Transportation Commission would acquire property in its name and conduct Resolutions of Necessity Hearings (RONs) for involuntary acquisitions required by this project.

Entity: CTA, CTC

Board of Directors Agenda Item

July 6, 2016

Page 2

- Previously, the California Transportation Commission was to conduct the RONs. That same amendment included funding for legal services but not for the support services.
- Conveyance of properties acquired in the Commission's name and serving Caltrans or the City to the appropriate entity and disposal of excess property. This action is required as a result of the Commission acquiring properties in Commission's name instead of Caltrans' name.
 - Utility coordination increase is due to additional unanticipated utility conflicts with the gas company and water lines, and Edison's eight separate utility agreements (UA); adding to a total of 14 UAs.
2. ROW Capital cost has increased by \$4,466,694 to be funded by Surface Transportation Program funds for a total of \$27,642,275. Of the 37 properties needed for this project, 14 owners have settled, the Board of Directors has adopted Resolutions of Necessity for 11 properties, and 12 owners are still in negotiations with pending RON hearings. In addition utility relocation costs have increased.
- Higher than estimated settlements amounts are under discussion due to rising property values, the FHWA's expansion of the temporary construction easement periods, and additional costs related with the eminent domain process and extended negotiations. The estimate for the acquisition cost has increased \$1,797,399 for a total of \$22,679,150.
 - The utility companies have been working with Caltrans and SANBAG's ROW consultant on identifying utility conflicts, developing utility relocation plans and utility agreements. The previous utility cost was based in preliminary design information. At this time, most of the conflicts have been identified, utility relocation plans are in progress, and several estimates have been sent from the utility companies. The estimates received have increased SANBAG's participation by \$2,669,295 for a total of \$4,963,125.

Just recently utility companies have identified all the conflicts included in the project, designed relocation plans and provided the estimated costs for relocation. In addition, all right of way support and capital costs were updated in an effort to keep the project moving. For this reason, staff recommends approval of this item concurrent with Fiscal Year 2016/2017 budget approval.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2016/2017 budget.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft amendment.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: C12212 Amendment No.: 7 Vendor No.: 0450
Vendor/Customer Name: California Department of Transportation Sole Source? [x] Yes [] No
Description: I-215 Barton Road PS&E and ROW Cooperative Agreement
Start Date: 5/2/2012 Expiration Date: 12/31/2018 Revised Expiration Date: N/A
Has Contract Term Been Amended? [x] No [] Yes - Please Explain
List Any Related Contracts Nos.: 15-1001044 , 15-1001045 Admin Contracts for ROW Services

Table with 4 columns: Dollar Amount, Original Contract, Revised Contract, Current Amendment, TOTAL CONTRACT VALUE, Original Contingency, Revised Contingency, Contingency Amendment, TOTAL CONTINGENCY VALUE, TOTAL DOLLAR AUTHORITY. Values include \$2,332,047.00, \$250,000.00, and \$250,000.00.

Contract Authorization

[] Executive Director Date:
Executive Director Action:
[x] Board of Directors Date: 7/6/2016
Board of Directors Action: Approve amendment 7 to C12212 - PS&E ROW Agreement with Caltrans

[X] Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: Type: [] Capital [] PAA [x] Other
[] Retention: % Maximum Retention: \$ -
Services: [] Construction [x] Intrgrnt/MOU/COOP [] A & E Services [] Other Professional Services
[] Disadvantaged Business Enterprise (DBE) Goal %

[] Contract Management: Receivable

[] E-76 and/or CTC Date (Attach Copy) [] Program Supplement No.:
[] Finance Letter [] Reversion Date: [] EA No.:

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Andrea Nieto

Attachment: C12212-07 CSS (2911 : Barton Rd ROW COOP Amendment 7)

08-SBD-215-0.58/1.95
 EA: 0J070
 Project Number: 0800000282
 Federal Funds
 CALTRANS Agreement 08-1537 A/7
 C12212

AMENDMENT NO. 7 TO AGREEMENT 08-1537

THIS AMENDMENT No. 7 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

San Bernardino County Transportation Authority, a public agency, referred to hereinafter as SANBAG; and

San Bernardino County Transportation Commission, a public agency, referred to hereinafter as COMMISSION.

RECITALS

1. CALTRANS and SANBAG, collectively referred to as PARTNERS, entered into Agreement No. 08-1537 (AGREEMENT) on May 30, 2012, defining the terms and conditions to reconstruct the interchange on Interstate 215 at Barton Road in Grand Terrace, referred to as PROJECT.
2. PARTNERS entered into Amendment Funding Summary No. 2 to AGREEMENT on November 30, 2012, to move \$1,500,000 DEMO funds from PS&E to R/W Capital; reduce \$20,739.00 STIP/RIP capital funds to \$17,400,000; add \$500,646 Section 115 and \$1,980,000 Section 112 funds for PS&E; reduce \$2,332,047 Measure I funds to \$1,351.40 for PS&E; and add \$1,839,000 Measure I funds for R/W capital.
3. PARTNERS entered into Amendment Funding Summary No. 3 to AGREEMENT on July 23, 2014, to add \$100,000 Measure I funds for CALTRANS to perform the R/W support activities.
4. PARTNERS entered into Amendment No. 4 to AGREEMENT on October 30, 2014, to add Construction Manager/General Contractor provisions; designate CALTRANS as the implementing agency for R/W engineering activities; increase DEMO R/W Capital funds from \$1,500,000 to \$2,293,830, add \$557,000 DEMO funds for R/W Support and \$1,801,401 for PS&E Support; decrease Measure I funds for PS&E from \$1,351,401 to \$150,000, decrease Measure funds for R/W

- Capital from \$1,839,000 to \$500,000 and increase Measure I R/W Support funds from \$1,697,000 to \$2,247,823.
5. PARTNERS entered into Amendment No. 5 to AGREEMENT on October 30, 2015, to add San Bernardino County Transportation Commission as a new party to this AGREEMENT; and to allow COMMISSION to provide all necessary R/W services to acquire R/W, exercise its existing power of Eminent Domain to acquire any necessary property for the PROJECT in accordance with California Code of Civil Procedure Section 1245.235 and to convey by quitclaim deed to CALTRANS all PROJECT acquired right-of-way located within CALTRANS' jurisdictional boundaries within thirty (30) days of COMMISSION's request to CALTRANS to accept such acquired property and at no expense to CALTRANS.
 6. PARTNERS entered into Amendment No. 6 to AGREEMENT on April 7, 2016, to add an additional \$909,454 Federal Surface Transportation Program (STP) funds for PS&E.
 7. PARTNERS now seek to amend the AGREEMENT for the following reasons:

Add an additional \$4,466,694 Federal Surface Transportation Program (STP) funds for Right of Way Capital and an additional \$300,000 Measure I funds for Right of Way Support.
 7. A revised FUNDING SUMMARY Number - 7, dated May 18, 2016, is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY Number 7, dated May 18, 2016, is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY Number 7 in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY Number 7 dated May 18, 2016, attached herein.
2. This AMENDMENT is deemed to be included and made part of the AGREEMENT.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
John Bulinski
District 8 Director

By: _____
Robert A. Lovingood
Board President

APPROVED AS TO FORM

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

APPROVED

By: _____
Attorney
Department of Transportation

By: _____
Robert A. Lovingood
Board President

CERTIFIED AS TO FINANCIAL TERMS

ATTEST

By: _____
Accounting Administrator

By: _____
Vicki Watson
SANBAG's and COMMISSION's
Board Clerk

CERTIFIED AS TO FUNDS

APPROVED AS TO FORM

By: _____
Lisa Pacheco
District Budget Manager

By: _____
Eileen Monaghan Teichert
SANBAG's and COMMISSION's Counsel

CONCURRENCE

By: _____
Jeffery Hill
SANBAG's & COMMISSION's
Procurement Manager

Attachment: Barton IC Funding Agreement 1537 A-7 (2911 : Barton Rd ROW COOP Amendment 7)

FUNDING SUMMARY Number 7

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

May 18, 2016

Part I

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PS&E Support	R/W Capital	R/W Support	Totals by Fund Type
STATE	SANBAG	STIP/RIP	\$0	\$17,400,000	\$0	17,400,000
FEDERAL	SANBAG	Demo*	\$ 2,256,987	\$ 3,666,645	\$557,000	\$ 6,480,632
FEDERAL	SANBAG	Section 115	\$500,646	\$0	\$0	\$500,646
FEDERAL	SANBAG	Section 112	\$1,980,000	\$0	\$0	\$1,980,000
FEDERAL	SANBAG	STP	\$909,454	\$4,466,694	\$0	\$5,376,148
LOCAL	SANBAG	Measure	\$150,000	\$ 2,108,936	\$ -4,074,943	\$ 6,333,879
Totals by Component			\$5,797,087	\$ - 27,642,275	\$ 4,631,943	\$ 38,071,305

NOTE: *

Toll Credits to match DEMO/STP funds: \$2,257 PSE DEMO (452 toll credits). \$909,454 PSE STP (105 toll credits) and \$4,466,694 R/W STP (512,330 toll credits). \$4,224 R/W DEMO (845k toll credit).

SPENDING SUMMARY

Fund Type	PS&E SUPPORT		R/W SUPPORT		R/W Capital		Totals
	CALTRANS	SANBAG	CALTRANS	SANBAG	CALTRANS	SANBAG	
STIP/RIP	\$0	\$0	\$0	\$0	\$0	\$17,400,000	\$17,400,000
Demo	\$ 2,256,987	\$0	\$557,000	\$0	\$0	\$ 3,666,645	\$6,480,632
Section 115	\$500,646	\$0	\$0	\$0	\$0	\$0	\$500,646
Section 112	\$1,980,000	\$0	\$0	\$0	\$0	\$0	\$1,980,000
STP	\$909,454	\$0	\$0	\$0	\$0	\$ 4,466,694	\$ 5,376,148
Measure	\$150,000	\$0	\$100,000	\$ 3,974,943	\$0	\$ 2,108,936	\$6,033,879
Totals	\$5,797,087	\$0	\$657,000	\$ 3,974,943	\$0	\$ 27,642,275	\$ 38,071,305

Attachment: Barton IC Funding Summary 1537 A-7 (2911 : Barton Rd ROW COOP Amendment 7)

FUNDING SUMMARY Number 7

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

May 18, 2016

Part II – Billing and Payment Details

Responsibilities

- CALTRANS is IMPLEMENTING AGENCY for PS&E.
- SANBAG is IMPLEMENTING AGENCY for R/W.

Cost: PS&E (Plans, Specifications, and Estimate)

1. Each PARTNER listed below will do work for PS&E as described in the SCOPE SUMMARY of this Agreement:

- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice SANBAG

PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SANBAG for a \$74,583 initial deposit upon execution of this Agreement. This deposit represents two (2) months' estimated support costs.

Thereafter, CALTRANS will submit to SANBAG monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

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

2. When CALTRANS is to be reimbursed from state or federal funds that are provided by SANBAG for PS&E and Right of Way Support and CALTRANS administers those funds then CALTRANS will draw from those funds without invoicing SANBAG.

Cost: R/W SUPPORT

3. Each PARTNER listed below will do work for R/W as described in the SCOPE SUMMARY of this Agreement:

- SANBAG
- CALTRANS

FUNDING SUMMARY Number -7

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice SANBAG

PARTNERS will exchange funds for actual costs.

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

Cost: R/W CAPITAL

4. SANBAG is the IMPLEMENTING AGENCY for R/W CAPITAL.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- SANBAG may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

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

FUNDING SUMMARY Number -7

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
John Bulinski,
District 8 Director

By: _____
Robert A. Lovingood
Board President

Date: _____

Date: _____

By: _____
Lisa Pacheco
District Budget Manager

ATTEST

By: _____
Vicki Watson
Board Secretary

By: _____
HQ Accounting

APPROVED AS TO FORM AND
PROCEDURE

By: _____
Eileen Monaghan Teichert
SANBAG's General Counsel

Attachment: Barton IC Funding Summary 1537 A-7 (2911 : Barton Rd ROW COOP Amendment 7)

Cooperative Agreement History:

The Environmental Phase was concluded in March 2014; however, the SANBAG Board desired to advance the Plans, Specifications and Estimates (PS&E) and right of way (ROW) phases. Therefore, in May 2012, the Board acting as the San Bernardino County Transportation Authority (Authority) approved Cooperative Agreement No. C12212 (Caltrans No. 08-1537) with Caltrans for those phases of the Project. The first amendment revised the funding plan with no scope or cost increase. The second amendment added \$100,000 to begin ROW engineering. The third amendment (entitled Amendment No. 4) revised the funding plan and added \$1,162,653 to fund Construction Management/General Contractor (CM/GC) delivery method and to cover an increase in the estimate for utility coordination and relocation. Amendment five added the San Bernardino County Transportation Commission (Commission) as a party to the Agreement, and identified the Commission as the responsible party for acquiring property in the Commission’s name, exercising Eminent Domain, and conveying property, under the jurisdiction of Caltrans, to Caltrans at the conclusion of the project. Amendment five also increased the PROJECT funding by \$4,964,457 to cover the additional ROW parcels required and the legal costs for the eminent domain process. Amendment six increased PS&E costs by \$909,454 to cover the Independent Cost Estimator (ICE) consultant, Caltrans rate matrix adjustment, and increases on Caltrans’ scope of work due to design changes generated by the CM/GC process.

Agreement or Amendment No. and Funding Summary No.	PS&E Support		R/W Support				Increase	Net Change from Original	Reason for change
	Caltrans	CMGC	R/W Eng CT	SANBAG R/W	R/W Cap	Total			
Orig/ FS 1 BOD May 2012	\$ 3,832,047.00	\$ -	\$ -	\$ 1,597,000.00	\$ 20,739,000.00	\$ 26,168,047.00			
AMEND1 BOD Nov 2012	\$ 3,832,047.00	\$ -	\$ -	\$ 1,597,000.00	\$ 20,739,000.00	\$ 26,168,047.00	\$ -	\$ -	Change Funding Type Only
AMEND 2; FS 3 BOD Jun 2014	\$ 3,832,047.00	\$ -	\$ 100,000.00	\$ 1,597,000.00	\$ 20,739,000.00	\$ 26,268,047.00	\$ 100,000.00	\$ 100,000.00	R/W Engr
AMEND 4; FS 4 BOD OCT 2012	\$ 3,832,047.00	\$ 600,000.00	\$ 657,000.00	\$ 2,147,823.00	\$ 20,193,830.00	\$ 27,430,700.00	\$ 1,162,653.00	\$ 1,262,653.00	CMGC, R/W Engr & Support
AMEND 5; FS 5 BOD Sept 2015	\$ 3,832,047.00	\$ 1,055,586.00	\$ 657,000.00	\$ 3,674,943.00	\$ 23,175,581.00	\$ 32,395,157.00	\$ 4,964,457.00	\$ 6,227,110.00	ICE, Legal Support Services, updated R/W Capital Costs
AMEND 6; FS 6	\$ 4,136,996.00	\$ 1,660,091.00	\$ 657,000.00	\$ 3,674,943.00	\$ 23,175,581.00	\$ 33,304,611.00	\$ 909,454.00	\$ 7,136,564.00	CMGC Procurement/escalation design change/cost negotiation
UNDER CONSIDERATION: AMEND 7; FS 7	\$ 4,136,996.00	\$ 1,660,091.00	\$ 657,000.00	\$ 3,974,943.00	\$ 27,642,275.00	\$ 38,071,305.00	\$ 4,766,694.00	\$ 11,903,258.00	R/w support & capital increases: additional utility coordination, support for eminent domain activities, extended TCE periods, increased property values, trial & settlement estimates.
	\$ 5,797,087.00 Total PS&E Support		\$ 4,631,943.00 Total R/W Support						

FUNDING SUMMARY Number 7

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

May 18, 2016
Part I

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PS&E Support	R/W Capital	R/W Support	Totals by Fund Type
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FEDERAL	SANBAG	Section 115	\$500,646	\$0	\$0	\$500,646
FEDERAL	SANBAG	Section 112	\$1,980,000	\$0	\$0	\$1,980,000
FEDERAL	SANBAG	STP	\$909,454	\$4,466,694	\$0	\$5,376,148
LOCAL	SANBAG	Measure	\$150,000	\$ 2,108,936	\$ -4,074,943	\$ 6,333,879
Totals by Component			\$5,797,087	\$ - 27,642,275	\$ 4,631,943	\$ 38,071,305

NOTE: *

Toll Credits to match DEMO/STP funds: \$2,257 PSE DEMO (452 toll credits). \$909,454 PSE STP (105 toll credits) and \$4,466,694 R/W STP (512,330 toll credits). \$4,224 R/W DEMO (845k toll credit).

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	CALTRANS	SANBAG	CALTRANS	SANBAG	CALTRANS	SANBAG	
STIP/RIP	\$0	\$0	\$0	\$0	\$0	\$17,400,000	\$17,400,000
Demo	\$ 2,256,987	\$0	\$557,000	\$0	\$0	\$ 3,666,645	\$6,480,632
Section 115	\$500,646	\$0	\$0	\$0	\$0	\$0	\$500,646
Section 112	\$1,980,000	\$0	\$0	\$0	\$0	\$0	\$1,980,000
STP	\$909,454	\$0	\$0	\$0	\$0	\$ 4,466,694	\$ 5,376,148
Measure	\$150,000	\$0	\$100,000	\$ 3,974,943	\$0	\$ 2,108,936	\$6,033,879
Totals	\$5,797,087	\$0	\$657,000	\$ 3,974,943	\$0	\$ 27,642,275	\$ 38,071,305

Attachment: Funding Summary 1537 A-7 (For information only) (2911 : Barton Rd ROW COOP

FUNDING SUMMARY Number 7

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

May 18, 2016

Part II – Billing and Payment Details

Responsibilities

CALTRANS is IMPLEMENTING AGENCY for PS&E.
SANBAG is IMPLEMENTING AGENCY for R/W.

Cost: PS&E (Plans, Specifications, and Estimate)

1. Each PARTNER listed below will do work for PS&E as described in the SCOPE SUMMARY of this Agreement:

- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice SANBAG

PARTNERS will exchange funds for actual costs.

CALTRANS will invoice SANBAG for a \$74,583 initial deposit upon execution of this Agreement. This deposit represents two (2) months' estimated support costs.

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

2. When CALTRANS is to be reimbursed from state or federal funds that are provided by SANBAG for PS&E and Right of Way Support and CALTRANS administers those funds then CALTRANS will draw from those funds without invoicing SANBAG.

Cost: R/W SUPPORT

3. Each PARTNER listed below will do work for R/W as described in the SCOPE SUMMARY of this Agreement:

- SANBAG
- CALTRANS

FUNDING SUMMARY Number -7

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

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Cost: R/W CAPITAL

4. SANBAG is the IMPLEMENTING AGENCY for R/W CAPITAL.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

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FUNDING SUMMARY Number -7

Project Number: 0800000282
CALTRANS Agreement: 08-1537
C12212

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: _____
John Bulinski.
District 8 Director

By: _____
Ryan McEachron
Board President

Date: _____

Date: _____

By: _____
Lisa Pacheco
District Budget Manager

ATTEST

By: _____
Vicki Watson
Board Secretary

By: _____
HQ Accounting

APPROVED AS TO FORM AND
PROCEDURE

By: _____
Eileen Monaghan Teichert
SANBAG’s Counsel

Attachment: Funding Summary 1537 A-7 (For information only) (2911 : Barton Rd ROW COOP Amendment 7)

Minute Action

AGENDA ITEM: 17

Date: July 6, 2016

Subject:

New Policy 34510 Value Engineering/Value Analysis

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

- A. Repeal Measure I Major Projects Program, Value Engineering Policy 34500, approved by Board September 1, 1993; and
- B. Approve Measure I Major Projects Program, Value Engineering/Value Analysis Policy 34510.

Background:

San Bernardino Associated Governments (SANBAG) Board of Directors approved Policy 34500 Measure I Major Projects Program, Value Engineering on September 1, 1993, for all projects within the SANBAG Major Projects Program regardless of the lead agency of design. Since 1993 several new federal and state mandates have been sanctioned. In order to keep SANBAG's projects eligible for federal and state funds, all project deliverables must comply with current requirements.

The intent of this agenda item is to identify the historical and current regulation applicable to Value Engineering requirements (Attachment 1) and to present a new policy for consideration and approval (Policy 34510). The purpose of the policy is to keep SANBAG's projects, present and future, in compliance with federal and state requirements with respect to Value Engineering/Value Analysis (VE/VA) and to efficiently deliver all programmed projects. Not only does the proposed policy require compliance with federal and state requirements, it requires the consideration of a VE/VA for each Major Projects Program project. Therefore, it is recommended to repeal the currently outdated Measure I Major Projects Program, Value Engineering Policy 34500 which was approved by the Board of Directors in 1993 and to approve this new Policy 34510.

The terms VE and VA are used interchangeably throughout the manufacturing and transportation industry, however, many federal agencies, including the Federal Highway Administration (FHWA), use the term VE while Caltrans uses VA. The primary goal of a VE/VA study is to improve value. Value of a project can be measured in many ways including, but not limited to, cost savings, meeting safety objectives, improved project performance, maximized quality, and the mitigation and/or avoidance of risks.

Value Engineering, as it pertains to our transportation projects, is an analysis conducted by a multi-disciplinary team to improve the value of a project, product, or process by identifying and

Entity: CTA

evaluating functions. Benefits to a project from Value Engineering Analysis include, but are not limited to:

- Sound Decision Making
- Problem Solving
- Early Identification/Assess Risk
- Extended Improved Level of Service
- Reduction of Project Costs
- Ensuring land use compatibility
- Discovery of Opportunities/Constraints
- Building Stakeholder Consensus
- Optimizing Staging/Phasing
- Reducing Change Orders
- Improved Quality
- Improved Safety

Both FHWA and Caltrans have implemented the VE/VA program in a well-defined manner. Just as mandates change, instructions and guidance change as well. The policy drafted for consideration is flexible in that it requires adherence to the present-day VE/VA requirements. Recently Moving Ahead for Progress in the 21st Century (MAP-21, Section 1503(a)(3)) amended the applicable project thresholds which is also reflected in the Code of Federal Regulations (23 CFR 627.5(b)).

Staff recommends repealing the existing Value Engineering Policy and approval of the new policy to permit continued compliance with federal and state requirements as statutes and regulations change.

Financial Impact:

This item has no financial impact to the Fiscal Year 2016/2017 Budget.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel has reviewed this item and the draft policy.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

Attachment 1

Value Engineering/Value Analysis Mandates1992

Department of Transportation (DOT) Order 1395.1A, dated May 8, 1992, directs each DOT to strongly encourage the use of Value Engineering for major transportation projects in planning, design, and/or construction phases and federally funded by grants or other federal program.

Office of Management and Budget's (OMB) Value Engineering Circular A-131, dated May 21, 1993, requires each agency to report each fiscal year the results of using VE to OMB, except those agencies whose total budget is under \$10M or whose total procurement obligations do not exceed \$10M in a given fiscal year.

1993

SANBAG Board of Directors approved Policy 34500 Measure I Major Projects Program, Value Engineering, on September 1, 1993, for all projects within the SANBAG Major Projects Program regardless of the lead agency of design. This policy was proposed by staff and approved by the Board because the 1991 Strategic Plan included an assumption that a certain dollar savings against cost estimates for the Major Projects Program projects would result from value engineering.

1995

The National Highway System Designation Act of 1995 required States to carry out a VE analysis for all Federal-aid highway projects on the National Highway System costing \$25 million or more.

1997

On February 14, 1997 the FHWA established the FHWA VE program and the requirement that State Transportation Agencies create and sustain a VE program at Title 23 Code of Federal Regulations Part 627 (23 CFR Part 627).

2005

Section 1904 of the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU), signed into law on August 10, 2005, required that a VE analysis or other cost-reduction analysis be conducted for Federal-aid projects of \$25 million or more in value and bridge projects with an estimated total cost of \$20 million or more and any other projects as designated by the Secretary of Transportation.

2010

FHWA Order 1311.1A Value Engineering Policy is issued on May 25, 2010.

2012

Moving Ahead for Progress in the 21st Century Act (MAP-21) is signed into law July 6, 2012, raising thresholds for triggering VE analysis, removing VE requirements for Design Build projects and requirements that State Transportation Agencies establish and maintain a VE program.

2013

FHWA issued Order 1311.1B FHWA Value Engineering Policy on August 28, 2013, cancelling the previous FHWA Order 1311.1A Value Engineering Policy, issued on May 25, 2010.

2014

Federal Regulations (23 CFR Part 627) are updated on September 5, 2014, to implement the changes made by Section 1503 of MAP-21.

A Final Rule was published by the FHWA on October 6, 2014, updating VE regulations to be consistent with Federal Regulations and MAP-21.

San Bernardino Associated Governments	Policy	34510
Adopted by the Board of Directors July 6, 2016	Revised	New
Measure I Major Projects Program, Value Engineering/Value Analysis	Revision No.	0

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

Table of Contents Purpose Definitions Policy Revision History
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I. PURPOSE

To identify that Federal and/or State requirements for Value Engineering/Value Analysis change from time to time and assure compliance with the most current State and federal statutes, regulations, and policies.

II. DEFINITIONS

Caltrans – The state highway department as represented within San Bernardino County by District 8

FHWA – Federal Highway Administration

Value Analysis (Caltrans terminology) – same definition as Value Engineering

Value Engineering (FHWA terminology) – A systematic process of reviewing and assessing a project by a multidisciplinary team not directly involved in the planning and development phases of a specific project in order to document recommendations for:

- A. Providing the needed functions, considering community and environmental commitments, safety, reliability, efficiency, and overall lifecycle cost (as defined in 23 U.S.C. 106(f)(2));
- B. Optimizing the value and quality of the project; and
- C. Reducing the time to develop and deliver the project.

III. POLICY

Each project that is led by SANBAG’s Project Delivery Department shall be considered for a Value Engineering/ Value Analysis; and shall be reviewed to determine whether the most current Caltrans’ Value Engineering or FHWA’s Value Analysis requirements apply.

- A. At the present time, aside from design-build projects and bridge projects not located on the National Highway System (NHS), per FHWA, the following Federal-aid highway program funding projects are categorized for Value Engineering Analysis:
 - Projects on the NHS with an estimated total project cost of \$50 million or more;
 - Bridge projects on the NHS with an estimated total project cost of \$40 million or more;
 - Any project designated by the FHWA as a “Major Project” either on or off the NHS that utilizes federal funds for any contract or phase. “Major Projects” are defined at this time as federal aid projects valued over \$500 million or identified by the Secretary of Transportation as being “Major” as result of a special interest.
 - Projects where a VE has not been conducted and a change is made to the project’s scope or design between the final design and the construction contract award which results in an

- increase in the project’s total cost exceeding the above noted thresholds.
 - Any other project FHWA determines to be appropriate.
 - Projects delivered utilizing the Construction Manager/General Contractor (CM/GC) method of contracting if any of the above criteria apply.
- B. All SANBAG led projects, that are identified by the most current statutes, by FHWA or by Caltrans’ most current requirements as being subject to Value Engineering or Value Analysis, shall conduct said studies in compliance with such requirements in order to meet federal obligation and/or state allocation requirements.

Adopted by Board of Directors: July 6, 2016

REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	07/06/16

Attachment: Policy 34510 (2913 : New Policy: Value Engineering/Value Analysis)

Minute Action

AGENDA ITEM: 18

Date: July 6, 2016

Subject:

Monte Vista Grade Separation Plans Specifications, and Estimate Approval

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:
 Approve the Plans, Specifications, and Estimate (PS&E) package for the Monte Vista Grade Separation Project.

Background:

The Monte Vista Grade Separation project in the City of Montclair is concluding the design and right-of-way phase with construction scheduled to start in late 2016. The design and right-of-way phase is being led by the City of Montclair and SANBAG will lead the construction phase.

The City of Montclair has approved the design of the Monte Vista Grade Separation project as the project has completed final design review. Staff is requesting the Board also approve the final PS&E package. Since SANBAG is the lead for the construction phase and will submit requests for authorization of funding for this project, SANBAG needs to approve the PS&E package. With the Board's approval, staff can proceed with the allocation request for Trade Corridors Improvement Funds (TCIF) funding from the California Transportation Commission (CTC). Upon allocation of the TCIF funds, staff will be able to submit the request for federal authorization to proceed with construction and advertise for construction bids in Fall 2016.

Staff is recommending approval of the PS&E package for the Monte Vista Grade Separation Project.

Financial Impact:

This agenda item has no financial impact on the Fiscal Year 2015/2016 budget.

Reviewed By:

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 12, 2016.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

Entity: CTC

Minute Action

AGENDA ITEM: 19

Date: July 6, 2016

Subject:

Congestion Management Program 2016 Update

Recommendation:

That the Board, acting as the San Bernardino County Congestion Management Agency, approve the 2016 update to the Congestion Management Program.

Background:

Passage of Proposition 111 in 1990 required Congestion Management Agencies to develop a Congestion Management Program (CMP). As the designated Congestion Management Agency, SANBAG prepared and adopted a CMP. State law requires updating of the SANBAG CMP every two years. Over the past several CMP update cycles, this update has been satisfied through the biennial update of the Development Mitigation Nexus Study (formerly Appendix K of the CMP). On February 3, 2016, the SANBAG Board of Directors approved the 2015 Update to the Development Mitigation Nexus Study. The update includes revisions to cost estimates for interchanges, arterials and grade separation projects included in the Nexus Study as well as refinements to local jurisdiction Nexus Study arterial lists. Based on the updated Nexus Study cost estimates, local jurisdictions are required to update their development impact fee programs to ensure development contributes its fair share to future transportation system improvements per the Measure I Ordinance.

A comprehensive overhaul of the complete CMP document has been performed to maintain relevance for local application. The CMP contains the following elements:

- System Level of Service Element
- Performance Element
- Land Use/Transportation Analysis Program
- Travel Demand Management Element
- Monitoring Program
- Transportation Modeling
- Capital Improvement Program Element
- Deficiency Plans

The following changes were incorporated into the full CMP document to clarify the intent of the document and update relevant information and data.

Introduction

- References updated
- Text clarified and condensed
- Events section eliminated

Entity: CMA

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System Level of Service (LOS) Element

- References updated
- Text clarified and condensed
- LOS methodology updated consistent with recent action to enhance the monitoring program through use of vehicle probe data

Performance Element

- Text clarified and condensed
- Existing transit service discussion generalized with references to National Transit Database and Trans Track for performance characteristics

Land Use/Transportation Analysis Program

- References updated
- Text clarified and condensed

Travel Demand Management Element

- References updated
- Text clarified and condensed

Monitoring Program and Transportation Modeling

- Refined data collection discussion
- Generalized schedule components
- Revised text to reflect availability of San Bernardino Transportation Analysis Model (SBTAM)

Capital Improvement Program Element

- Revised references to highlight that the Federal Transportation Improvement Program (FTIP), previously the Regional Transportation Improvement Program (RTIP) satisfies the CIP requirements
- Text clarified and condensed

Deficiency Plans

- Text clarified and condensed

Appendix A – LOS Analysis Procedures

- Replace in whole with the recently completed 2015 LOS Monitoring Report

Appendix B – CMP Government Code Sections

- Deleted

Appendix C – Guidelines for CMP Traffic Impact Analysis Reports in SB County

- Minor refinements and clarifications

Appendix D – Guidelines for the Preparation of Deficiency Plans

- Minor refinements and clarifications

Appendix E – CMP Capital Improvement Program

- Deleted

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Appendix F – Conflict Resolution Procedure

- Text clarified

Appendix G – Preliminary Construction Cost Estimates

- Deleted

Appendix H – Post Processed Traffic Volume Guidelines

- Refined to be consistent with current model base and horizon years

Appendix I – Trip Generation Rates and Truck Percentages for Industrial and Warehouse Uses

- Deleted

Appendix J – Requirements for Land Use/Transportation Analysis Program

- Text refined and clarified to reflect Board action to eliminate annual escalation costs

Appendix K – Development Mitigation Nexus Study

- Swapped out in whole with revised Nexus Study adopted by the SANBAG Board in February 2016

The Draft CMP document can be accessed at the following link for review: <ftp://gis.sanbag.ca.gov/SANBAG/Projects/CMP>. After approval by the Board of Directors the final 2016 CMP will be uploaded to the SANBAG website for reference.

Financial Impact:

This item has no financial impact on the Fiscal Year 2016/2017 SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016.

Responsible Staff:

Steve Smith, Director of Planning

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 20

Date: July 6, 2016

Subject:

Revised Southern California Regional Rail Authority Budget Allocations for Fiscal Years 2015/2016 & 2016/2017

Recommendation:

That the Transit Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Commission:

- A. Approve an increase in the Southern California Regional Rail Authority Fiscal Year 2016/2017 operating assistance allocation of \$55,000, for a new total of \$14,840,000, to be funded with Valley Local Transportation Fund;
- B. Approve an increase in the Southern California Regional Rail Authority Fiscal Year 2016/2017 capital assistance allocation of \$200, from \$187,000 to \$187,200, to be funded with State Transit Assistance Fund – Operator Allocation.
- C. Approve rescission of \$309,120 of Proposition 1B California Transit Security Grant Program funds allocated to Southern California Regional Rail Authority as part of the Fiscal Year 2015/2016 SANBAG subsidy.
- D. Authorize a budget amendment to the Fiscal Year 2016/2017 adopted budget in the amount of \$55,000 to Task 0314 Transit Operations, Subtask 0377 Metrolink Operating & Maintenance Subsidy, funded with Local Transportation Funds for a new task total of \$16,627,275.
- E. Authorize a budget amendment to the Fiscal Year 2016/2017 adopted budget in the amount of \$200 to Task 0315 Transit Capital, Subtask 0379 Metrolink Capital Subsidy, funded with State Transit Assistance Funds for a new task total of \$82,104,651.
- F. Approve an increase in the Southern California Regional Rail Authority Fiscal Year 2016/2017 Rehabilitation Allocation of \$52 paid for with Federal Transit Administration Section 5337 State of Good Repair Funds.

Background:

On April 22, 2016, the Southern California Regional Rail Authority (SCRRA) Board of Directors authorized the transmittal of the Preliminary FY2016/17 (FY17) SCRRA Budget to their Member Agencies. Accordingly, the corresponding preliminary SCRRA Fiscal Year 2016/2017 SANBAG operating allocation of \$14,785,000 was approved by the SANBAG Board at the June 1, 2016 Board meeting. However, subsequent to the preliminary SCRRA budget being presented to the May 2016 Transit Committee, SCRRA transmitted a revised Fiscal Year 2016/2017 Budget, included as Attachment A, related to implementation of reduced fares for short distance trips.

Entity: CTC

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In 2015, SCRRA developed options for fare reductions and identified the possibility of reducing the cost of short distance trips. In January, SCRRA launched a six-month “station fare” pilot with reduced fares for short distance trips. This pilot will end on June 30th at which time fares would have reverted to their original levels unless the SCRRA Board took action. In April 2016, SCRRA initiated a public outreach process in preparation for the potential adoption of a modified distance fare effective July 1, 2016. SCRRA staff prepared various fare options for the Board’s consideration. However, based on feedback from riders, stakeholders, and SCRRA’s fare analysis the SCRRA Board adopted a modified fare structure that reduces short distance fares based on miles traveled while not increasing long distance fares when the current station fare pilot expires on June 30, 2016. SCRRA’s total operational budget increased from \$141,569,000 to \$141,989,000; a change of \$421,000. SANBAG’s subsidy impact is an increase of \$55,000. The table below illustrates the overall distribution of these changes for all the member agencies.

(In 000’s)	TOTAL FY16-17	Metro Share	OCTA Share	RCTC Share	SANBAG Share	VCTC Share
Revenues						
Original Revenue	85,002	41,559	22,031	7,789	11,074	2,549
Revised Revenue	84,582	41,353	21,922	7,750	11,019	2,537
Change	(421)	(206)	(109)	(39)	(55)	(13)
Subsidy						
Original Subsidy	141,569	71,794	28,185	17,305	14,785	9,500
Revised Subsidy	141,989	71,998	28,294	17,345	14,841	9,511
Change	421	206	109	39	55	13

Numbers may not foot due to rounding.

This change did not affect SANBAG’s other Fiscal Year 2016/2017 SCRRA allocations for the Rehabilitation Program, Capital Program, or Rotem car reimbursement. However, since approval of the Fiscal Year 2016/2017 Rehabilitation and Capital Program allocations, it was determined that the SANBAG Rehab allocation of \$1,664,000 was short \$52 and the Capital allocation of \$187,000 was short by \$200 due to a rounding error. Recommendation B and F are requests to increase the Rehabilitation and Capital Program allocations to correct that error. A budget amendment for the additional Rehabilitation Program funding is not required as the Federal Transit Administration Section 5337 State of Good Repair Funds go directly to SCRRA.

In addition, SANBAG staff and SCRRA staff have reviewed prior year allocations to ensure that funding will be expended by the funding deadlines associated with the individual fund source. As part of SANBAG’s Fiscal Year 2015/2016 SCRRA member subsidy, SANBAG allocated \$309,120 of Proposition 1B California Transit Security Grant Program funds (CTSGP) for passenger car refurbishment. However, the passenger car refurbishment efforts have since been deferred and SCRRA does not need the CTSGP funds at this time. CTSGP funds must be allocated by the State to a specific project by the December 31, 2016. Further, the CTSGP funds must be expended by March 31, 2020. As identified in Recommendation C, staff is

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recommending the \$309,120 of CTSGP fund be rescinded from SCRRA and replaced with another fund source in the future when the passenger car refurbishment effort moves forward.

Recommendations D and E are needed to adjust the SANBAG Fiscal Year 2016/2017 Budget to reflect the changes to SANBAG's Fiscal Year 2016/2017 SCRRA operating and capital allocations identified in Recommendations A and B.

Financial Impact:

This item is not consistent with the Fiscal Year 2016/2017 budget. A budget amendment is requested in Recommendation D & E.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:



Southern California Regional Rail Authority

May 23, 2016

TO: Darrell Johnson, *Chief Executive Officer, OCTA*
 Darren Kettle, *Executive Director, VCTC*
 Anne Mayer, *Executive Director, RCTC*
 Phil Washington, *Chief Executive Officer, Metro*
 Dr. Raymond Wolfe, *Executive Director, SANBAG*

FROM: Arthur T. Leahy,
Chief Executive Officer, SCRRRA

SUBJECT: Revisions to SCRRRA Preliminary FY2017 Budget

On April 22, 2016, the SCRRRA Board of Directors authorized the transmittal of the Preliminary FY2016-17 (FY17) SCRRRA Budget to our Member Agencies.

Subsequent to that date, on May 13, 2016, the SCRRRA Board of Directors adopted a modified fare structure effective July 1, 2016, that reduces short distance fares based on miles traveled, while not increasing long distance fares when the current station fare pilot expires on June 30, 2016. This action is estimated to reduce the FY17 Budgeted Farebox Revenue in the amount of \$420,800 (0.3%), which will require an increase in member agency subsidies of \$420,800 in the FY2016-17 Budget. The distribution of these changes are as shown below:

(In 000's)	TOTAL FY16-17	Metro Share	OCTA Share	RCTC Share	SANBAG Share	VCTC Share
Revenues						
Original Revenue	85,002	41,559	22,031	7,789	11,074	2,549
Revised Revenue	84,582	41,353	21,922	7,750	11,019	2,537
Change	(421)	(206)	(109)	(39)	(55)	(13)
Subsidy						
Original Subsidy	141,569	71,794	28,185	17,305	14,785	9,500
Revised Subsidy	141,989	71,998	28,294	17,345	14,841	9,511
Change	421	206	109	39	55	13

Numbers may not foot due to rounding.

The original memo of April 29, 2016, which transmitted the FY17 Budget, has been revised and is attached, with the revisions shown in track changes to reflect the reduction to Farebox Revenue resulting from the Board action described above.

All original attachments are also revised, and all revisions highlighted in yellow.

The changes have affected only Revenue and Subsidy in the operational Budget for FY17.

Forecasts for FY18 and FY 19 remain unchanged.

The May 13 Board action did not create any changes to the Capital portion of the FY17 Budget.

Next Steps

May – June: Member Agencies Consider and Approve FY17 Budget

June 7 Required Public Posting of FY17 Budget

June 24 Request Board Approval of FY17 Budget

Thank you for your ongoing support and active participation in the development of the Preliminary FY17 Budget. As in the past, our respective staffs will continue to work together throughout the adoption process to ensure all concerns you may have are addressed in anticipation of adoption of the budget by the SCRRA Board of Directors in June 2016. My staff and I will also be available at your request to attend or present at your Board Meetings considering the budget adoption.

If you have any questions, comments or concerns, please do not hesitate to contact Elissa Konove at (213) 452-0269, or have any member of your staff contact Christine Wilson, Manager, Budget and Financial Analysis at (213) 452-0297.

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget

April 29, 2016 – [With May 23, 2016 Revisions](#)

TO: Darrell Johnson, *Chief Executive Officer, OCTA*
 Darren Kettle, *Executive Director, VCTC*
 Anne Mayer, *Executive Director, RCTC*
 Phil Washington, *Chief Executive Officer, Metro*
 Dr. Raymond Wolfe, *Executive Director, SANBAG*

FROM: Arthur T. Leahy,
Chief Executive Officer, SCRRA

SUBJECT: SCRRA Preliminary FY2017 Budget

The SCRRA Board of Directors acted on April 22, 2016, to authorize the transmittal to our Member Agencies the Preliminary FY 2016-17 (FY17) SCRRA Budget. After Member Agency Boards have acted on the Preliminary Budget, staff will return to the SCRRA Board in June for adoption of the final FY17 Budget.

The Preliminary FY17 Budget was presented at a Board budget workshop on February 26, 2016. Following the workshop, meetings were held with individual Member Agencies in March and April. Member Agencies indicated funding constraints for Operating and Capital Rehabilitation expenses. As a result, the Preliminary FY17 Budget amounts for Operating and Capital Rehabilitation have been reduced from the amounts initially presented on February 26. The revised Preliminary FY17 Budget was presented to the Board on April 22, 2016.

Budget Priorities for FY17

The Preliminary FY17 Budget reflects priorities consistent with the “back to basics” approach outlined in the Strategic Plan, adopted in March 2016. The budget provides funding in alignment with the Authority’s strategic goals and includes the following priorities for the upcoming fiscal year:

- Continued emphasis on safe operations, with the full implementation of Positive Train Control (PTC) as the centerpiece of our efforts.
- Improved reliability and on-time performance, by putting Tier 4 locomotives into service and providing funding necessary for required equipment maintenance, consistent with the Fleet Management Plan.
- Enhanced customer experience, by implementing upgrades to the mobile ticketing application and a modernized ticket vending system.
- Increased ridership and regional mobility, with expanded service from Riverside to Perris Valley.

- Investment in existing assets to maintain a state of good repair, by funding critical rehabilitation projects and improving processes to accelerate project delivery.
- Ongoing workforce development, by training and engaging employees.

Overall Summary

The Preliminary FY17 Budget includes new budgetary authority of \$274.9 million. The proposed budget consists of Operating Budget authority of \$243.8 million, an increase of 1.4% over the FY16 Budget. Capital Program authority totals \$31.1 million, \$29.8 million for Rehabilitation Projects and \$1.3 million for New Capital Projects. Carryover of New Capital Projects approved in prior years is \$255.1 million, and carryover of Rehabilitation Projects approved in prior years is \$37.9 million.

Operating Budget

Budget Assumptions

For the Preliminary FY17 Budget, the assumptions included no increase of current service ridership-based fare revenues and no fare increase. The only changes to Revenue were an additional 4½ months of the Perris Valley Line, and a slight decrease for Station to Station discounts. The “Big Five” major vendors (for train operations, track maintenance, signal maintenance, equipment maintenance, and security), which represent approximately 39% of the operating expense budget, were limited to the contracted escalators for current service. Diesel fuel is approximately 10% of the operating budget. The budget reflects an anticipated average price per gallon of \$2.75, with a 5% contingency to allow for any unexpected cost increase. The budget for parts for the repair of the aging fleet is \$14.0 million, which is consistent with actual costs in prior years. The budget includes a net reduction of two positions. Budgeted increases include a 1.5% Cost of Living Increase, and a Merit Pool equal to 0.5% of Payroll. The Preliminary FY17 Budget includes the three leased locomotives for PTC testing. The portion of the deductible for the 2015 Oxnard incident to be recognized this year is lower by \$1.0M to \$2.0M. BNSF Locomotives and related expenses are included through October 2016.

Operating Revenues

Operating revenues include farebox, dispatching, maintenance-of-way revenues, interest, other minor miscellaneous revenues, and are currently estimated to equal ~~\$102.2~~ \$101.8 million, an increase of ~~\$0.8~~ \$0.4 million, or ~~0.8%~~ 0.4% compared to the FY16 budget.

Fare Revenues, the largest operating revenue of the budget, have increased ~~\$0.6~~ \$0.1 million or ~~0.7%~~ 0.2% compared to the FY16 budget to a total of ~~\$85.0~~ \$84.6 million. The FY17 budget reflects no fare increase. This increase is consistent with the current forecast for FY16 actual expense.

Maintenance-of-way revenues from the freight railroads and Amtrak are estimated from existing agreements based on projections of current usage. The Preliminary FY17 Budget estimates an increase of 2.0% from the FY16 budget to a total of \$14.6 million. Dispatching Revenues were only minimally different from FY16.

Train Operations, Maintenance-of-Way (MOW), Administration, and Insurance

The Train Operations component of the budget consists of those costs necessary to provide Metrolink commuter rail services across the six-county service area, including the direct costs of railroad operations, equipment maintenance, required support costs, and other administrative and operating costs. Ordinary MOW expenditures are those costs necessary to perform the inspections and repairs needed to assure the reliable, safe operation of trains and safety of the public. The FY17 budgeted amount for Train Operations is \$144.6 million, MOW is \$39.6 million, Administration & Services is \$36.7 million, Insurance/Claims \$16.8 million, and BNSF Lease expenses \$6.1 million. Attachment B provides the detail of the Operating Budget components compared to prior years. Attachment C shows the detail of the allocation of the Operating Budget components among the five Member Agencies.

The Preliminary FY17 Budget assumes the operation of a total of 2.8 million revenue service miles through the operation of 172 weekday trains and 90 weekend trains. No incremental services were requested for FY17.

Overall, the total budgeted expenses have increased by 1.4%. This change is the result of:

- a) an increase of \$9.0M in total Train Operations and Services, driven primarily by increases in parts purchased for rolling stock (\$4.3M), an additional 4½ months of Perris Valley Service (\$1.6M), and increases to Bombardier (\$1.1M), and Other mechanical (\$1.8M).
- b) a decrease in Maintenance of Way of \$2.8 million. MOW amounts are limited to estimated prior year expenditures, with an increase of \$1.1 million primarily due by contract escalations for Veolia and MASS Electric staff additions.
- c) an increase in Administration and Services (\$3.9M), driven by an increase in the Operations and Admin Salaries and Wages caused by the removal of the vacancy factor included in last year’s budget (\$0.9M) in combination with a lower percent charge of salaries to projects charged to Capital Projects (\$1.2M), FY16 hiring over the mid-point budgeted for salaries and increases (\$0.9M), an increase in fringe benefits (\$0.5M), a COLA of 1.5% and merit pool of 0.5% for FY17 (\$0.4M), increased operational PTC charges no longer covered by Grants (\$1.0M) and a reduction of professional service expense (-\$1.0M).
- d) total Insurance expense lower by \$1.3M, as a result of the \$3.0M budgeted to cover Oxnard related costs in FY16 reduced to \$2.0M for FY17 (-\$1.0M), and an insurance premium reduction (-\$0.3M).

In total, the FY17 budget increase is \$3.3M, or 1.4%, over the FY16 budget. Attachment D presents the elements driving the increases in FY17.

Member Agency Subsidy

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget

Member Agency subsidies are required to fund the difference between the total costs of operations and all available revenues. The Preliminary FY17 Budget estimates total Member Agency contributions to equal ~~\$141.6~~ \$142.0 million, an increase of ~~\$2.5~~ \$2.9 million or ~~1.8%~~ 2.1% over the FY16 budget. The subsidy increase is the net result of slightly increased farebox revenue, higher routine operating expenses as a result of a full year of the Perris Valley Line, the Shortway and Redlands route additions, lower insurance cost, and the expiration of the BNSF Lease. Attachment E reflects subsidies FY14-FY16 and provides a specific analysis of the FY16 vs. FY17 change in the Member Agency subsidy.

Capital Budget

Capital Projects are frequently multi-year endeavors. The project balances are referred to as "Carryovers" because their uncompleted balance moves to the following year. Projects authorized in prior years but "carried over" total \$37.9 million for Rehabilitation and \$255.1 million for New Capital. They are shown in detail on Attachments J and N respectively.

The Capital Rehabilitation authorization request for FY17 was identified as necessary for safe and efficient rail operations. These projects total \$29.8 million and are represented in summary in Attachment H, and in detail in Attachment I.

The information presented in detail at the Board Workshop to Member Agencies included a total Rehabilitation request of \$101.1 million. Due to Member Agency funding constraints, this amount was reduced to \$29.8 million. Those projects removed from the budget request are displayed on Attachment H-1 by project type as 'lined out', on Attachment H-2 by project type as removed, and on Attachment H-3 by subdivision.

The total Rehabilitation Program includes:

- Track and Structures upgrades totaling \$18.9 million;
- Locomotive and Rolling Stock upgrades of \$1.0 million;
- Signal system improvements of \$2.8 million;
- Fleet and Facility projects of \$3.6 million;
- Communications and Signage improvements of \$3.5 million.

As the Rehabilitation Program needs identified exceed the amount of funding currently included in the Preliminary FY17 Budget, SCRRA may return to the Member Agencies and the Board during FY17 to request additional Rehabilitation funding. SCRRA will continue to work with the Member Agencies to track the status of Rehabilitation projects and any potential request for additional funding will be coordinated with the Member Agencies.

Capital Rehabilitation projects shown for FY18 and FY19 cover many other projects critical to the safe operation of the railroad. Over a number of years, a significant backlog of deferred maintenance has accrued, creating the large numbers shown in the FY18 and FY19 listings. The needed projects are shown on Attachments K through L.

The New Capital authorization request for FY17 was identified as necessary for safe and efficient rail operations. The only new project proposed for FY17 totals \$1.3 million and is an amount to be used for project study reports and preliminary design on high priority projects. The project is shown on Attachment M. This information was also presented to the TAC members, and at the Board Workshop.

New Capital projects that have been identified as candidates for consideration in future years are listed in their totality on Attachment O. A description of possible funding which may apply to these projects is included.

Cash flow projections for FY17, FY18, and FY19 are presented in Attachment P.

Operating and Capital Budget Projections for FY18 and FY19

Upon approval by the Board, the FY17 Budget will be transmitted to Member Agencies for consideration. FY18 and FY19 projected budgets are included in this report for informational purposes only. Operating Budget projections are outlined in Attachments F and G, and Capital Budget Projections are shown in Attachments L through O.

FY18 and FY19 Projected Operating Budgets are based upon possible requested new services in combination with an inflation factor (3%) applied to all other costs.

Next Steps

May – June: Member Agencies Consider and Approve FY17 Budget

June 7 Required Public Posting of FY17 Budget

June 24 Request Board Approval of FY17 Budget

Thank you for your ongoing support and active participation in the development of the Preliminary FY17 Budget. As in the past, our respective staffs will continue to work together throughout the adoption process to ensure all concerns you may have are addressed in anticipation of adoption of the budget by the SCRRA Board of Directors in June 2016. My staff and I will also be available at your request to attend or present at your Board Meetings considering the budget adoption.

If you have any questions, comments or concerns, please do not hesitate to contact me directly at (213) 452-0269, or have any member of your staff contact Christine Wilson, Manager, Budget and Financial Analysis at (213) 452-0297.

OPERATING FUNDING ALLOCATION BY MEMBER AGENCY

(In 000's)	TOTAL FY16-17	Metro Share	OCTA Share	RCTC Share	SANBAG Share	VCTC Share
Revenues						
Gross Farebox	\$84,582	\$41,353	\$21,922	\$7,750	\$11,019	\$2,537
Dispatching	2,590	1,315	887	6	69	313
Other Operating	12	6	3	1	2	
Maintenance-of-Way	14,641	9,147	2,716	677	1,575	527
Total Revenues FY17 Budget	\$101,825	\$51,822	\$25,528	\$8,434	\$12,665	\$3,377
Expenses						
Train Operations & Services	\$144,655	\$73,087	\$33,889	\$15,779	\$15,723	\$6,177
Maintenance-of-Way	39,592	20,864	8,125	2,887	5,439	2,277
Administration & Services	36,726	17,592	6,479	5,309	3,710	3,636
Insurance	16,787	8,989	4,062	1,227	1,954	554
BNSF	6,055	3,287	1,267	577	680	244
Total Expense FY17 Budget	\$243,814	\$123,820	\$53,822	\$25,779	\$27,506	\$12,888
Total FY17 Subsidy by Member	\$141,989	\$71,998	\$28,294	\$17,345	\$14,841	\$9,511
FY 2015-16 Budget	\$139,055	\$71,796	\$28,527	\$15,015	\$14,153	\$9,564
Over/(Under) Last Year Budget	\$2,934	\$202	(\$232)	\$2,330	\$688	(\$53)
Percent of Change	2.1%	0.3%	(0.8%)	15.5%	4.9%	(0.6%)

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget Amendment for FY 2016/2017)

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2016-17 PROPOSED BUDGET

Attachment B

Comparative Annual Operating Budget Distribution
by Cost Component by Year

(\$000's)	FY 14-15 Actual	FY 15-16 Budget	FY 16-17 Budget	FY16-17 Budget vs. FY15-16 Budget	
				Change	%
Operating Revenue					
Farebox Revenue	83,134	84,446	83,556	(890)	(1.1%)
Metro Fare Reduction Subsidy			1,025	1,025	n/a
Subtotal-Pro Forma FareBox	83,134	84,446	84,582	135	0.2%
Dispatching	2,493	2,663	2,590	(73)	(2.7%)
Other Revenues	372	-	12	12	n/a
MOW Revenues	13,207	14,348	14,641	293	2.0%
Subtotal Operating Revenue	99,207	101,458	101,825	368	0.4%
Operating Expenses					
Operations & Services					
Train Operations	40,569	43,979	43,942	(38)	(0.1%)
Equipment Maintenance	32,649	29,352	37,581	8,230	28.0%
Fuel	24,454	22,952	22,772	(179)	(0.8%)
Non-Scheduled Rolling Stock Repairs	2	232	100	(132)	(56.9%)
Operating Facilities Maintenance	1,120	1,182	1,418	236	20.0%
Other Operating Train Services	293	567	496	(71)	(12.5%)
Rolling Stock Lease	105	640	370	(270)	(42.2%)
Security - Sheriff	5,136	5,482	5,511	29	0.5%
Security - Guards	1,591	2,010	2,000	(10)	(0.5%)
Supplemental Additional Security	81	690	690	-	0.0%
Public Safety Program	177	260	320	60	23.2%
Passenger Relations	1,639	1,885	2,069	184	9.8%
TVM Maintenance/Revenue Collection	5,984	6,703	7,495	792	11.8%
Marketing	949	1,020	1,220	200	19.7%
Media & External Communications	234	426	396	(30)	(7.1%)
Utilities/Leases	2,622	2,677	2,778	100	3.8%
Transfers to Other Operators	7,081	7,411	6,577	(834)	(11.3%)
Amtrak Transfers	800	1,400	1,400	-	0.0%
Station Maintenance	1,121	1,464	1,640	175	12.0%
Rail Agreements	4,997	4,831	5,379	548	11.3%
Subtotal Operations & Services	131,602	135,163	144,153	8,991	6.7%
Maintenance-of-Way					
MoW - Line Segments	33,043	41,160	38,102	(3,058)	(7.4%)
MoW - Extraordinary Maintenance	1,235	1,228	1,490	261	21.3%
Subtotal Maintenance-of-Way	34,278	42,388	39,592	(2,796)	(6.6%)
Administration & Services					
Ops Salaries & Fringe Benefits	11,535	11,586	14,019	2,434	21.0%
Ops Non-Labor Expenses	3,651	4,760	5,384	624	13.1%
Indirect Administrative Expenses	11,791	13,621	15,507	1,886	13.8%
Ops Professional Services	969	2,870	1,816	(1,054)	(36.7%)
Subtotal Admin & Services	27,946	32,837	36,726	3,888	11.8%
Contingency (Non-Train Ops)	14	501	502	1	0.2%
Total Operating Expenses	193,839	210,889	220,973	10,084	4.8%
Insurance Expense/(Revenue)					
Liability/Property/Auto	12,597	12,880	12,588	(292)	(2.3%)
Claims / SI	1,884	4,000	3,000	(1,000)	(25.0%)
Claims Administration	1,145	1,198	1,198	-	0.0%
PLPD Revenue	(1)	-	-	-	n/a
Net Insurance Expense	15,625	18,079	16,787	(1,292)	(7.1%)
Total Expense Before BNSF	209,464	228,968	237,760	8,792	3.8%
Loss Before BNSF	(110,257)	(127,510)	(135,934)	(8,424)	(6.6%)
Member Subsidies					
Operations	92,252	109,431	119,148	9,716	8.9%
Insurance	17,678	18,079	16,787	(1,292)	(7.1%)
Member Subsidies - Normal Ops	109,930	127,510	135,934	8,424	6.6%

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget Amendment for FY 2016/2017)

Surplus / (Deficit) Before BNSF	(328)	-	-	-	
BNSF LEASED LOCOMOTIVE COSTS					
Lease cost Inc. ship	-	4,275	2,525	(1,750)	(40.9%)
Major Component Parts	-	800	-	(800)	(100.0%)
Labor for Maintenance	-	2,500	900	(1,600)	(64.0%)
Additional Fuel	-	5,003	1,230	(3,773)	(75.4%)
Diesel Fuel Offset	-	(7,011)	-	7,011	(100.0%)
Wheel truing, Software Mods, Brakes	-	960	-	(960)	(100.0%)
Temp Facility Mods	-	450	-	(450)	(100.0%)
PTC Costs	-	4,010	1,399	(2,611)	(65.1%)
Contingency	-	557	-	(557)	(100.0%)
Total BNSF Lease Loco Expenses	-	11,545	6,055	(5,490)	(47.6%)
Member Subsidies - BNSF Lease	-	11,545	6,055	(5,490)	(47.6%)
Surplus / (Deficit) - BNSF Lease	-	-	-	-	
Net Loss	(110,257)	(139,055)	(141,989)	(2,934)	2.1%
All Member Subsidies	109,930	139,055	141,989	2,934	2.1%
Surplus / (Deficit)	(328)	-	-	-	

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2016-17 PROPOSED BUDGET

ATTACHMENT C

FY17 Annual Operating Budget Distribution
by Cost Component By Member Agency

(\$000s)	Total	Metro	OCTA	RCTC	SANBAG	VCTC
Operating Revenue						
Farebox Revenue	83,556	40,328	21,922	7,750	11,019	2,537
Metro Fare Reduction Subsidy	1,025	1,025	-	-	-	-
Subtotal-Pro Forma FareBox	84,582	41,353	21,922	7,750	11,019	2,537
Dispatching	2,590	1,315	887	6	69	313
Other Revenues	12	6	3	1	2	
MOW Revenues	14,641	9,147	2,716	677	1,575	527
Subtotal Operating Revenue	101,825	51,822	25,528	8,434	12,665	3,377
Operating Expenses						
<u>Operations & Services</u>						
Train Operations	43,942	23,408	9,813	4,471	4,635	1,615
Equipment Maintenance	37,581	18,968	8,802	3,830	4,319	1,663
Fuel	22,772	11,719	5,681	2,271	2,362	739
Non-Scheduled Rolling Stock Repairs	100	54	24	7	12	3
Operating Facilities Maintenance	1,418	759	343	104	165	47
Other Operating Train Services	496	234	86	74	50	52
Rolling Stock Lease	370	176	73	41	53	27
Security - Sheriff	5,511	2,940	1,138	730	581	122
Security - Guards	2,000	945	345	300	200	211
Supplemental Additional Security	690	337	179	63	90	21
Public Safety Program	320	151	55	48	32	34
Passenger Relations	2,069	1,039	524	169	266	70
TVM Maintenance/Revenue Collection	7,495	3,031	1,708	1,213	1,102	441
Marketing	1,220	633	295	93	160	39
Media & External Communications	396	187	68	59	39	42
Utilities/Leases	2,778	1,312	480	416	277	292
Transfers to Other Operators	6,577	3,620	1,526	459	753	219
Amtrak Transfers	1,400	446	885	-	-	69
Station Maintenance	1,640	1,009	235	106	215	76
Rail Agreements	5,379	1,881	1,542	1,249	362	343
Subtotal Operations & Services	144,153	72,850	33,802	15,703	15,673	6,124
<u>Maintenance-of-Way</u>						
MoW - Line Segments	38,102	20,007	7,763	2,871	5,279	2,182
MoW - Extraordinary Maintenance	1,490	857	362	16	159	96
Subtotal Maintenance-of-Way	39,592	20,864	8,125	2,887	5,439	2,277
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	14,019	6,621	2,431	2,096	1,400	1,471
Ops Non-Labor Expenses	5,384	2,789	1,057	617	581	340
Indirect Administrative Expenses	15,507	7,324	2,678	2,324	1,548	1,633
Ops Professional Services	1,816	858	314	272	181	191
Subtotal Admin & Services	36,726	17,592	6,479	5,309	3,710	3,636
<u>Contingency (Non-Train Ops)</u>	502	237	87	75	50	53
Total Operating Expenses	220,973	111,543	48,493	23,975	24,872	12,090
Insurance Expense/(Revenue)						
Liability/Property/Auto	12,588	6,741	3,046	920	1,465	415
Claims / SI	3,000	1,607	726	219	349	99
Claims Administration	1,198	642	290	88	139	40
PLPD Revenue	-	-	-	-	-	-
Net Insurance Expense	16,787	8,989	4,062	1,227	1,954	554
Total Expense Before BNSF	237,760	120,533	52,556	25,202	26,826	12,644
Loss Before BNSF	(135,934)	(68,711)	(27,028)	(16,768)	(14,161)	(9,267)
Member Subsidies						
Operations	119,148	59,722	22,965	15,540	12,207	8,713
Insurance	16,787	8,989	4,062	1,227	1,954	554
Total Member Subsidies	135,934	68,711	27,028	16,768	14,161	9,267
Surplus / (Deficit) Before BNSF	-	-	-	-	-	-

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget Amendment for FY 2016/2017)

BNSF LEASED LOCOMOTIVE COSTS

Lease cost Inc. ship	2,525	1,371	528	241	284	102
Major Component Parts	-	-	-	-	-	-
Labor for Maintenance	900	489	188	86	101	36
Additional Fuel	1,230	668	257	117	138	50
Wheel truing, Software Mods, Brakes	-	-	-	-	-	-
Temp Facility Mods	-	-	-	-	-	-
PTC Costs	1,399	760	293	133	157	56
Contingency	-	-	-	-	-	-
Total BNSF Lease Loco Expenses	6,055	3,287	1,267	577	680	244
Member BNSF Lease Subsidies	6,055	3,287	1,267	577	680	244
Surplus / (Deficit) - BNSF Lease	-	-	-	-	-	-
Net Loss	(141,989)	(71,998)	(28,294)	(17,345)	(14,841)	(9,511)
All Member Subsidies	141,989	71,998	28,294	17,345	14,841	9,511
Surplus / (Deficit)	-	-	-	-	-	-

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2017 PROPOSED BUDGET**

Attachment D

Operational Expense Budget

(in 000's)

FY 2016 Amended Adopted Budget	\$	240,513	
FY 2017 Preliminary Budget		243,814	
Total Operational Expense Budget Increase	\$	3,302	1.4%

INCREASE DRIVERS:

New Initiatives:

Remove Effect of BNSF reduction		(5,490)	(lower than FY16)
Without Change to BNSF, increase = \$12,661,721 (this is amount analyzed below)			
Perris Valley- increase to full year		2,568	
Redlands-1st - 4 mo, Redlands & Shortway full year		598	
Mobile Ticketing		672	

Big Five

Train Operations	1,262
MOW (including 5 new MASS Positions)	1,140
MOW cut	(3,870)

Other

Material Issues	4,337
Effect of Payroll Vacancy Factor used in FY16	1,430
Variance in Pay mid-pt vs hire	1,207
Change in Salaries charged to Capital Projects	1,294
Reduction in Consultants	(1,086)
Reduction in Insurance/Claims (Oxnard)	(1,292)
FY 2017 COLA (1.5%) & Merit Pool (0.5%)	532

Total Operational Expense Budget Increase	\$	3,302	0.0%
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Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2017 PROPOSED BUDGET

Attachment E

Net Local Subsidy by Member Agency

(In 000's)

	Total Net Local Subsidy	Metro Share	OCTA share	RCTC Share	SANBAG Share	VCTC Share
FY14 ACTUAL*	\$100,003	\$54,448	\$19,060	\$7,585	\$11,618	\$7,292
FY 15 ACTUAL	\$110,257	\$59,030	\$22,252	\$9,388	\$11,605	\$7,983
FY16 BUDGET	\$139,055	\$71,796	\$28,527	\$15,015	\$14,153	\$9,564
FY17 BUDGET	\$141,989	\$71,998	\$28,294	\$17,345	\$14,841	\$9,511

*Excludes inventory write up

YEAR OVER YEAR CHANGE

	Total Net Local Subsidy	Metro Share	OCTA share	RCTC Share	SANBAG Share	VCTC Share
FY14 vs FY15						
\$ Increase	\$10,254	\$4,582	\$3,192	\$1,803	(\$13)	\$691
% Increase	10.3%	8.4%	16.7%	23.8%	-0.1%	9.5%
FY15 vs FY16						
\$ Increase	\$28,798	\$12,766	\$6,275	\$5,627	\$2,548	\$1,581
% Increase	26.1%	21.6%	28.2%	59.9%	22.0%	19.8%
FY16 vs FY17						
\$ Increase	\$2,934	\$202	(\$233)	\$2,330	\$688	(\$53)
% Increase	2.1%	0.3%	-0.8%	15.5%	4.9%	-0.6%

Analysis of 16 vs 17 variance:

Of the 2.1%

Of the \$2,934

0.3% Farebox Revenue Adjustment	\$	420	=	14.3%	of the variance
-0.6% Increase in Revenue (Primarily PVL)	\$	(788)	=	-26.9%	of the variance
3.1% Material Issues		4,337	=	147.8%	of the variance
1.8% Perris Valley increase to full year		2,568	=	87.5%	of the variance
0.9% Big Five Train Operations		1,262	=	43.0%	of the variance
0.8% Big Five MOW		1,140	=	38.9%	of the variance
-2.8% MOW Cut		(3,870)	=	-131.9%	of the variance
1.0% Payroll Vacancy Factor used in FY16		1,430	=	48.7%	of the variance
0.9% Change in Salaries to Capital Projects		1,294	=	44.1%	of the variance
0.9% Payroll Variation Hire to Mid point		1,207	=	41.1%	of the variance
0.5% Mobile ticketing		672	=	22.9%	of the variance
0.4% Redlands(both) & Shortway		598	=	20.4%	of the variance
-0.8% Ops Prof Services Reduced		(1,085)	=	-37.0%	of the variance
-0.9% Reduce insurance (Oxnard incident)		(1,292)	=	-44.0%	of the variance
-3.9% BNSF decrease to partial year		(5,490)	=	-187.1%	of the variance
0.4% FY17 COLA (1.5%) & Merit Pool (0.5%)		531	=	18.1%	of the variance
2.1%	\$	2,934		100.0%	

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget Amendment for FY 2016/2017)

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FISCAL YEAR 2017-18 PROPOSED BUDGET

Attachment F

**FY18 Forecasted Operating Budget
by Cost Component By Member Agency**

(\$000s)	Total FY17-18	Metro	OCTA	RCTC	SANBAG	VCTC
Operating Revenue						
Farebox Revenue	86,804	41,203	22,955	8,482	11,602	2,563
Metro Fare Reduction Subsidy	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	86,804	41,203	22,955	8,482	11,602	2,563
Dispatching	2,668	1,355	913	6	71	322
Other Revenues	12	6	3	1	2	0
MOW Revenues	15,081	9,421	2,798	697	1,622	542
Subtotal Operating Revenue	104,565	51,985	26,669	9,187	13,297	3,428
Operating Expenses						
Operations & Services						
Train Operations	46,189	24,101	10,472	4,788	5,173	1,655
Equipment Maintenance	39,723	19,558	9,639	4,276	4,516	1,735
Fuel	24,298	12,076	6,135	2,633	2,693	761
Non-Scheduled Rolling Stock Repairs	103	54	25	9	12	3
Operating Facilities Maintenance	1,460	768	351	127	166	48
Other Operating Train Services	511	241	88	76	53	54
Rolling Stock Lease	381	181	75	42	55	27
Security - Sheriff	5,677	3,220	1,269	412	637	139
Security - Guards	2,060	969	355	308	212	216
Supplemental Additional Security	711	337	188	69	95	21
Public Safety Program	330	155	57	49	34	35
Passenger Relations	2,131	1,063	527	186	280	75
TVM Maintenance/Revenue Collection	7,720	3,122	1,759	1,249	1,136	454
Marketing	1,257	647	296	104	168	42
Media & External Communications	408	192	70	61	42	43
Utilities/Leases	2,861	1,346	492	427	295	300
Transfers to Other Operators	6,774	3,662	1,553	540	796	224
Amtrak Transfers	1,442	459	911	-	-	72
Station Maintenance	1,689	1,028	250	109	225	78
Rail Agreements	6,029	1,913	1,789	1,527	450	350
Subtotal Operations & Services	151,752	75,094	36,300	16,993	17,036	6,330
Maintenance-of-Way						
MoW - Line Segments	39,335	20,584	7,798	3,058	5,648	2,247
MoW - Extraordinary Maintenance	1,534	883	372	16	164	98
Subtotal Maintenance-of-Way	40,870	21,467	8,170	3,074	5,812	2,346
Administration & Services						
Ops Salaries & Fringe Benefits	14,440	6,795	2,495	2,151	1,490	1,508
Ops Non-Labor Expenses	5,546	2,822	1,070	682	625	346
Indirect Administrative Expenses	15,972	7,516	2,749	2,386	1,647	1,674
Ops Professional Services	1,870	880	322	279	193	196
Subtotal Admin & Services	37,827	18,014	6,635	5,499	3,955	3,724
Contingency (Non-Train Ops)	517	243	89	77	53	54
Total Operating Expenses	230,967	114,818	51,194	25,644	26,856	12,454
Insurance Expense/(Revenue)						
Liability/Property/Auto	12,966	6,821	3,115	1,131	1,473	426
Claims / SI	3,090	1,626	742	270	351	101
Claims Administration	1,234	649	297	108	140	41
PLPD Revenue	-	-	-	-	-	-
Net Insurance Expense	17,290	9,096	4,154	1,508	1,964	568
Total Expenses	248,257	123,914	55,348	27,152	28,820	13,022
Total Loss	(143,692)	(71,928)	(28,680)	(17,965)	(15,524)	(9,594)
Member Subsidies						
Operations	126,401	62,833	24,525	16,457	13,560	9,026
Insurance	17,290	9,096	4,154	1,508	1,964	568
Member Subsidies	143,692	71,928	28,680	17,965	15,524	9,594
Surplus / (Deficit)	-	-	-	-	-	-

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FY19 Forecasted Operating Budget
by Cost Component By Member Agency

(\$000s)	Total FY18-19	Metro	OCTA	RCTC	SANBAG	VCTC
Operating Revenue						
Farebox Revenue	89,540	42,570	24,024	8,743	11,817	2,386
Metro Fare Reduction Subsidy	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	89,540	42,570	24,024	8,743	11,817	2,386
Dispatching	2,748	1,395	941	6	73	332
Other Revenues	13	7	3	1	2	0
MOW Revenues	15,533	9,704	2,881	718	1,671	559
Subtotal Operating Revenue	107,833	53,675	27,849	9,469	13,563	3,277
Operating Expenses						
<u>Operations & Services</u>						
Train Operations	49,364	25,882	11,423	4,990	5,370	1,699
Equipment Maintenance	42,325	20,824	10,291	4,775	4,657	1,778
Fuel	26,223	13,018	6,847	2,761	2,812	785
Non-Scheduled Rolling Stock Repairs	106	55	25	10	12	3
Operating Facilities Maintenance	1,504	782	357	147	169	49
Other Operating Train Services	527	248	91	79	54	55
Rolling Stock Lease	393	186	78	44	57	28
Security - Sheriff	5,847	3,289	1,295	471	650	142
Security - Guards	2,122	999	365	317	219	222
Supplemental Additional Security	732	348	196	71	97	20
Public Safety Program	339	160	58	51	35	36
Passenger Relations	2,195	1,091	556	202	270	76
TVM Maintenance/Revenue Collection	7,951	3,215	1,812	1,286	1,170	468
Marketing	1,294	664	314	115	159	42
Media & External Communications	420	198	72	63	43	44
Utilities/Leases	2,947	1,387	507	440	304	309
Transfers to Other Operators	6,978	3,754	1,620	560	811	233
Amtrak Transfers	1,485	467	945	-	-	74
Station Maintenance	1,739	1,064	264	109	224	78
Rail Agreements	6,633	2,187	1,926	1,647	516	357
Subtotal Operations & Services	161,123	79,817	39,042	18,140	17,627	6,497
<u>Maintenance-of-Way</u>						
MoW - Line Segments	40,516	21,180	8,085	3,125	5,811	2,315
MoW - Extraordinary Maintenance	1,580	909	384	17	169	101
Subtotal Maintenance-of-Way	42,096	22,089	8,469	3,142	5,980	2,416
<u>Administration & Services</u>						
Ops Salaries & Fringe Benefits	14,873	6,999	2,570	2,216	1,535	1,553
Ops Non-Labor Expenses	5,712	2,901	1,110	702	643	356
Indirect Administrative Expenses	16,451	7,742	2,831	2,458	1,696	1,724
Ops Professional Services	1,926	906	331	288	199	202
Subtotal Admin & Services	38,962	18,549	6,843	5,663	4,072	3,835
<u>Contingency (Non-Train Ops)</u>	533	251	92	80	55	56
Total Operating Expenses	242,714	120,706	54,445	27,024	27,734	12,804

Insurance Expense/(Revenue)

Liability/Property/Auto	13,355	6,942	3,170	1,309	1,500	434
Claims / SI	3,183	1,654	756	312	357	103
Claims Administration	1,271	661	302	125	143	41
PLPD Revenue	-	-	-	-	-	-
Net Insurance Expense	17,809	9,257	4,228	1,745	2,000	579
Total Expenses	260,523	129,963	58,673	28,770	29,734	13,383
Total Loss	(152,689)	(76,288)	(30,824)	(19,301)	(16,171)	(10,105)

Member Subsidies

Operations	134,880	67,031	26,596	17,556	14,171	9,527
Insurance	17,809	9,257	4,228	1,745	2,000	579
Member Subsidies	152,689	76,288	30,824	19,301	16,171	10,105

Surplus / (Deficit)	-	-	-	-	-	-
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FY 2017 REDUCED REHABILITATION PROJECT PROPOSALS AS PRESENTED AT THE BOARD WORKSHOP 4/28/16 - WITH CHANGES MARKED

Metrolink

Attachement H-1
"before" with markup

Line	Asset Type	Subdiv	Project Type	TOTAL	LACMTA	OCTA	RCTC	SANBAG	VCTC	Other
1	Structures	Valley	Bridge rehab 35.75, and design 10 bridges	\$4,020,800	\$4,020,800					
2	Structures	Valley	Culvert rehab (design for rplce up to 21 culverts)	\$867,860	\$867,860					
3	Structures	Valley	ROW Grading	\$100,000	\$100,000					
4	Structures	Ventura-VC	Bridge rehab 438.89, design 434.12 & 436.96	\$2,049,600					\$909,600	\$1,140,000
5	Structures	Ventura-VC	Culvert rehab MP 436.56	\$490,000					\$490,000	
6	Structures	Ventura-LA	Bridge design 2 bridges 458.71 & 452.1	\$616,000	\$616,000					
7	Structures	Ventura-LA	ROW Grading	\$100,000	\$100,000					
8	Structures	Orange	Bridge rehab	\$0		\$0				
9	Structures	Orange	Culvert rehab MP 201.4	\$385,000		\$385,000				
10	Structures	Orange	ROW Grading	\$100,000		\$100,000				
11	Structures	San Gabriel	Culvert rehab (Re-entered in Line 74)	\$0	\$0			\$0		
12	Structures	San Gabriel	ROW Grading	\$100,000	\$60,000			\$40,000		
13	Structures	River	ROW Grading	\$50,000	\$23,750	\$9,900	\$5,550	\$7,200	\$3,600	
14	Structures	Montalvo-W	Culvert rehab MP 404.65	\$210,000					\$210,000	
15	Sub-Total Structures			\$9,089,259	\$5,788,410	\$494,900	\$5,550	\$47,200	\$1,613,200	\$1,140,000
16	Track	Ventura-VC	Replace rail curve 437.76 (1636') plus 500' tangent	\$333,217					\$333,217	
17	Track	Ventura-LA	Transpose Curve 442.58 (1520'), Curve 442.96 (1368')	\$684,372	\$684,372					
18	Track	Ventura-LA	Replace Ties rated 3 (Poor Cond) and 4 (Failed)	\$1,007,500	\$1,007,500					
19	Track	Valley	Replace rail M1 - 4.62 (1026'), S - 16.85 (263'), 61.20	\$1,817,400	\$1,817,400					
20	Track	Valley	Replace Ties rated 3 (Poor Cond) and 4 (Failed)	\$3,120,000	\$3,120,000					
			REVISE TO	\$1,400,000	\$1,400,000					
21	Track	River*	WB-MT4 Transpose Curve 143.03 (2021'), Lead 3 MP	\$5,507,256	\$1,071,864	\$446,798	\$250,478	\$324,944	\$162,472	\$3,250,701
22	Track	River*	Replace 5,000 Ties for River EB, 3600 Spread across r	\$3,899,216	\$943,442	\$393,266	\$220,468	\$286,012	\$143,006	\$1,913,022
23	Track	San Gabriel	Upgrade aged worn 115/119 lb rail to 136 lb rail MP 4	\$1,500,000	\$900,000			\$600,000		
24	Track	San Gabriel	Upgrade aged and worn 119 lb rail to 136 lb rail MP 3	\$2,250,000	\$1,350,000			\$900,000		
25	Track	Orange	Upgrade worn 115 lb rail with 136 lb rail from MP	\$6,912,120		\$6,912,120				
26	Sub-Total Rail & Ties			\$27,031,081	\$10,894,578	\$7,752,184	\$470,945	\$2,110,956	\$638,695	\$5,163,723
	* Reference Engr dept estimates for UPRR share.									
27	Track	Ventura-LA	Turnouts & special trackwork	\$900,000	\$900,000					
28	Track	Valley	Turnouts & special trackwork	\$400,000	\$400,000					
29	Track	San Gabriel	Turnouts & special trackwork	\$1,000,000	\$600,000			\$400,000		
30	Track	River	Turnouts & special trackwork	\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	
31	Sub-Total Turnouts & Trackwork			\$3,300,000	\$2,375,000	\$198,000	\$111,000	\$544,000	\$72,000	\$0
32	Signals	Olive	Train control & grade xing signal rehab	\$450,000		\$450,000				
33	Signals	Orange	Train control & grade xing signal rehab	\$450,000		\$450,000				
34	Signals	Ventura-VC	Train control rehab	\$200,000					\$200,000	
35	Signals	Ventura-LA	Train control rehab	\$200,000	\$200,000					
36	Signals	Valley	Train control & grade xing signal rehab	\$700,000	\$700,000					
			REVISE TO	\$350,000	\$350,000					

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority

FY 2017 REDUCED REHABILITATION PROJECT PROPOSALS AS PRESENTED AT THE BOARD WORKSHOP 4/28/16 - WITH CHANGES MARKED

Metrolink

Attachement H-1
"before" with markup

Line	Asset Type	Subdiv	Project Type	TOTAL	LACMTA	OCTA	RCTC	SANBAG	VCTC	Other
37	Signals	Pasadena	Train control rehab	\$200,000	\$200,000					
38	Signals	San Gabriel	Train control rehab	\$400,000	\$240,000			\$160,000		
39	Signals	PVL	Grade xing signal rehab	\$250,000			\$250,000			
40	Signals	East Bank	Train control rehab	\$500,000	\$74,100	\$30,888	\$17,316	\$22,464	\$11,232	\$344,000
41	Signals	River	Grade xing signal rehab	\$250,000	\$118,750	\$49,500	\$27,750	\$36,000	\$18,000	
42	Signals	Systemwide	Train control rehab	\$75,000	\$35,625	\$14,850	\$8,325	\$10,800	\$5,400	
43			Sub-Total Signals	\$3,675,000	\$1,568,475	\$995,238	\$303,391	\$229,264	\$234,632	\$344,000
44	Comm & PTC	Olive	Wayside comm & CIS rehab	\$150,000		\$150,000				
45	Comm & PTC	Orange	Wayside comm & CIS rehab	\$150,000		\$150,000				
46	Comm & PTC	Ventura-VC	Wayside comm & CIS rehab	\$237,500					\$237,500	
47	Comm & PTC	Ventura-LA	Wayside comm & CIS rehab	\$87,500	\$87,500					
48	Comm & PTC	Valley	Wayside comm & CIS rehab	\$325,000	\$325,000					
49	Comm & PTC	San Gabriel	Wayside comm & CIS rehab	\$175,000	\$105,000			\$70,000		
50	Comm & PTC	PVL	Wayside comm & CIS rehab	\$125,000			\$125,000			
51	Comm & PTC	East Bank	Wayside comm & CIS rehab	\$123,130	\$18,248	\$7,606	\$4,264	\$5,532	\$2,766	\$84,713
52	Comm & PTC	Systemwide	On-Board PTC systems	\$1,100,000	\$522,500	\$217,800	\$122,100	\$158,400	\$79,200	
53	Comm & PTC	Systemwide	Back office PTC systems	\$2,598,000	\$1,234,050	\$514,404	\$288,378	\$374,112	\$187,056	
54			Sub-Total Comm & PTC	\$5,071,130	\$2,292,298	\$1,039,810	\$539,742	\$608,044	\$506,522	\$84,713
55			TOTAL Infrastructure	\$48,166,470	\$22,918,760	\$10,480,133	\$1,430,628	\$3,539,464	\$3,065,049	\$6,732,436
56	Rolling Stock	Systemwide	Sentinel Rail Car Comprehensive Overhaul	\$40,500,000	\$7,371,525	\$3,072,762	\$1,722,609	\$2,234,736	\$1,117,368	\$24,981,000
57	Rolling Stock	Systemwide	Sentinel HVAC Overhaul	\$975,000	\$463,125	\$193,050	\$108,225	\$140,400	\$70,200	
58	Rolling Stock	Systemwide	Sentinel LED Lighting Replacement	\$1,170,000	\$555,750	\$231,660	\$129,870	\$168,480	\$84,240	
59	Rolling Stock	Systemwide	Rotem Coupler Overhaul (44 cars)	\$3,500,000	\$1,662,500	\$693,000	\$388,500	\$504,000	\$252,000	
60			Sub-Total Rolling Stock	\$46,145,000	\$10,052,900	\$4,190,472	\$2,349,204	\$3,047,616	\$1,523,808	\$24,981,000
61	Facilities	Systemwide	Material Handling Equipment	\$405,038	\$192,393	\$80,197	\$44,959	\$58,325	\$29,163	
62	Facilities	Systemwide	CMF Elevator Modernization	\$140,185	\$66,588	\$27,757	\$15,561	\$20,187	\$10,093	
63	Facilities	Systemwide	CMF Drainage Re-direction	\$1,593,900	\$757,103	\$315,592	\$176,923	\$229,522	\$114,761	
64	Facilities	Systemwide	EMF Parking & Track Lighting	\$586,600	\$300,253	\$125,158	\$70,164	\$91,024	\$0	
65	Vehicles	Systemwide	3 Hy-Rails, 2 MOW, 1 gang truck	\$670,475	\$318,476	\$132,754	\$74,423	\$96,548	\$48,274	
66			Sub-Total Facilities & Vehicles	\$3,396,198	\$1,634,812	\$681,458	\$382,030	\$495,606	\$202,291	\$0
67	IT	Systemwide	Replace switch equipment	\$249,700	\$118,608	\$49,441	\$27,717	\$35,957	\$17,978	
68	IT	Systemwide	Enhance VM Infrastructure	\$539,000	\$256,025	\$106,722	\$59,829	\$77,616	\$38,808	
69	IT	Systemwide	Desktop management systems	\$0	\$0	\$0	\$0	\$0	\$0	
70			Sub-Total IT	\$788,700	\$374,633	\$156,163	\$87,546	\$113,573	\$56,786	\$0
70.5	Facilities	Systemwide	LAUPT Platform & Canopy Upgrades	\$2,700,000	\$987,525	\$411,642	\$230,769	\$299,376	\$149,688	\$621,000

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority

FY 2017 REDUCED REHABILITATION PROJECT PROPOSALS AS PRESENTED AT THE BOARD WORKSHOP 4/28/16 - WITH CHANGES MARKED

Metrolink

Attachement H-1
"before" with markup

Line	Asset Type	Subdiv	Project Type	TOTAL	LACMTA	OCTA	RCTC	SANBAG	VCTC	Other
			REVISE TO ONLY 2 PLATFORMS (2 & 3)	\$1,266,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$266,000
71			TOTAL Other Assets	\$53,029,898	\$13,049,870	\$5,439,735	\$3,049,548	\$3,956,171	\$1,932,573	\$25,602,000
LA County Portion of FY 2016 San Gabriel Sub projects (Required to match SANBAG funding already approved in FY 2016):										
72	Comm	San Gabriel	Comm system rehab	\$105,000	\$105,000			\$0		
73	Signal	San Gabriel	Signal system rehab	\$594,000	\$594,000			\$0		
74	Structures	San Gabriel	Rehab culvert 28.23	\$120,000	\$120,000			\$0		
75	Structures	San Gabriel	ROW grading/ditching	\$48,000	\$48,000			\$0		
76	Track	San Gabriel	Rail grinding	\$119,700	\$119,700			\$0		
77	Track	San Gabriel	Tie rehab, turnout replace, track panels @ Grand, ped	\$1,185,600	\$1,185,600			\$0		
78			Sub-Total LA Portion of FY 2016	\$2,172,300	\$2,172,300	\$0	\$0	\$0	\$0	\$0
79	REHAB PROJECT PROPOSALS	GRAND TOTAL		\$103,368,668	\$38,140,930	\$15,919,868	\$4,480,177	\$7,495,635	\$4,997,622	\$32,334,436
		New Totals		\$29,779,628	\$9,991,444	\$10,215,192	\$1,284,374	\$1,664,052	\$2,876,831	\$3,747,735

FUNDING:

Notes:

- 1) "Other" funds in FY 2017 are anticipated from CalTrans UPRR, and Amtrak
- 2) \$43,268 of projected UPRR budget was removed from FY 2016
- 3) Platform Repair not in original presentation are included here.

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority

FY 2017 REDUCED REHABILITATION PROJECT PROPOSALS AS PRESENTED AT THE BOARD WORKSHOP 4/28/16 - WITH CHANGES

Metrolink

Attachment H-2

After reductions

Line	Asset Type	Subdiv	Project Type	TOTAL	LACMTA	OCTA	RCTC	SANBAG	VCTC	Other
2	Structures	Valley	Culvert rehab (design to replce up to 21 culverts)	\$867,860	\$867,860					
4	Structures	Ventura-VC	Bridge rehab 438.89, design 434.12 & 436.96	\$2,049,600					\$909,600	\$1,140,000
5	Structures	Ventura-VC	Culvert rehab MP 436.56	\$490,000					\$490,000	
9	Structures	Orange	Culvert rehab MP 201.4	\$385,000		\$385,000				
10	Structures	Orange	ROW Grading	\$100,000		\$100,000				
15	Sub-Total Structures			\$3,892,460	\$867,860	\$485,000	\$0	\$0	\$1,399,600	\$1,140,000
16	Track	Ventura-VC	Replace rail curve 437.76 (1636') plus 500' tangent	\$333,217					\$333,217	
20	Track	Valley	Replace Ties rated 3 (Poor Cond) and 4 (Failed)	\$1,400,000	\$1,400,000					
22	Track	River*	Replace 5,000 Ties for River EB, 3600 Spread across rest o	\$3,899,216	\$943,442	\$393,266	\$220,468	\$286,012	\$143,006	\$1,913,022
25	Track	Orange	Upgrade worn 115 lb rail with 136 lb rail from MP 201.1-	\$6,912,120		\$6,912,120				
26	Sub-Total Rail & Ties			\$12,544,553	\$2,343,442	\$7,305,386	\$220,468	\$286,012	\$476,223	\$1,913,022
* Reference Engr dept estimates for UPRR share.										
30	Track	River	Turnouts & special trackwork	\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	
31	Sub-Total Turnouts & Trackwork			\$1,000,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$0
32	Signals	Olive	Train control & grade xing signal rehab	\$450,000		\$450,000				
34	Signals	Ventura-VC	Train control rehab	\$200,000					\$200,000	
36	Signals	Valley	Train control & grade xing signal rehab	\$350,000	\$350,000					
38	Signals	San Gabriel	Train control rehab	\$400,000	\$240,000			\$160,000		
40	Signals	East Bank	Train control rehab	\$500,000	\$74,100	\$30,888	\$17,316	\$22,464	\$11,232	\$344,000
41	Signals	River	Grade xing signal rehab	\$250,000	\$118,750	\$49,500	\$27,750	\$36,000	\$18,000	
42	Signals	Systemwide	Train control rehab	\$75,000	\$35,625	\$14,850	\$8,325	\$10,800	\$5,400	
43	Sub-Total Signals			\$2,225,000	\$818,475	\$545,238	\$53,391	\$229,264	\$234,632	\$344,000
44	Comm & PTC	Olive	Wayside comm & CIS rehab	\$150,000		\$150,000				
45	Comm & PTC	Orange	Wayside comm & CIS rehab	\$150,000		\$150,000				
46	Comm & PTC	Ventura-VC	Wayside comm & CIS rehab	\$237,500					\$237,500	
50	Comm & PTC	PVL	Wayside comm & CIS rehab	\$125,000			\$125,000			
51	Comm & PTC	East Bank	Wayside comm & CIS rehab	\$123,130	\$18,248	\$7,606	\$4,264	\$5,532	\$2,766	\$84,713
53	Comm & PTC	Systemwide	Back office PTC systems	\$2,598,000	\$1,234,050	\$514,404	\$288,378	\$374,112	\$187,056	
54	Sub-Total Comm & PTC			\$3,383,630	\$1,252,298	\$822,010	\$417,642	\$379,644	\$427,322	\$84,713
55	TOTAL Infrastructure			\$23,045,643	\$5,757,075	\$9,355,635	\$802,501	\$1,038,920	\$2,609,777	\$3,481,735
57	Rolling Stock	Systemwide	Sentinel HVAC Overhaul	\$975,000	\$463,125	\$193,050	\$108,225	\$140,400	\$70,200	
60	Sub-Total Rolling Stock			\$975,000	\$463,125	\$193,050	\$108,225	\$140,400	\$70,200	\$0
62	Facilities	Systemwide	CMF Elevator Modernization	\$140,185	\$66,588	\$27,757	\$15,561	\$20,187	\$10,093	
63	Facilities	Systemwide	CMF Drainage Re-direction	\$1,593,900	\$757,103	\$315,592	\$176,923	\$229,522	\$114,761	

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget

FY 2017 REDUCED REHABILITATION PROJECT PROPOSALS AS PRESENTED AT THE BOARD WORKSHOP 4/28/16 - WITH CHANGES

Metrolink

Attachment H-2

After reductions

Line	Asset Type	Subdiv	Project Type	TOTAL	LACMTA	OCTA	RCTC	SANBAG	VCTC	Other
64	Facilities	Systemwide	EMF Parking & Track Lighting	\$586,600	\$300,253	\$125,158	\$70,164	\$91,024	\$0	
66			Sub-Total Facilities & Vehicles	\$2,320,685	\$1,123,944	\$468,507	\$262,648	\$340,732	\$124,854	\$0
70.5	Facilities	Systemwide	LAUPT Platform & Canopy Upgrades <i>REVISE TO ONLY 2 PLATFORMS (2 & 3)</i>	\$1,266,000	\$475,000	\$198,000	\$111,000	\$144,000	\$72,000	\$266,000
71			TOTAL Other Assets	\$4,561,685	\$2,062,069	\$859,557	\$481,873	\$625,132	\$267,054	\$266,000
LA County LA County Portion of FY 2016 San Gabriel Sub projects (Required to match SANBAG funding already approved in FY 2016):										
72	Comm	San Gabriel	Comm system rehab	\$105,000	\$105,000			\$0		
73	Signal	San Gabriel	Signal system rehab	\$594,000	\$594,000			\$0		
74	Structures	San Gabriel	Rehab culvert 28.23	\$120,000	\$120,000			\$0		
75	Structures	San Gabriel	ROW grading/ditching	\$48,000	\$48,000			\$0		
76	Track	San Gabriel	Rail grinding	\$119,700	\$119,700			\$0		
77	Track	San Gabriel	Tie rehab, turnout replace, track panels @ Grand, ped xin	\$1,185,600	\$1,185,600			\$0		
78			Sub-Total LA Portion of FY 2016	\$2,172,300	\$2,172,300	\$0	\$0	\$0	\$0	\$0
79	REHAB PROJECT PROPOSALS		GRAND TOTAL	\$29,779,628	\$9,991,444	\$10,215,192	\$1,284,374	\$1,664,052	\$2,876,831	\$3,747,735

FUNDING:

Notes:

1) "Other" funds in FY 2017 are anticipated from CalTrans UPRR, and Amtrak

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget

ATTACHMENT "H-3"								
FY2016-17 Rehabilitation New Authority Projects - Summary - by Subdivision								
<i>(\$ Thousands)</i>								
Subdivision	Project Type	TOTAL	LACMTA	OCTA	RCTC	SANBAG	VCTC	Other
Olive	Communication & PTC	150	-	150	-	-	-	-
Olive	Signals	450	-	450	-	-	-	-
Orange	Communication & PTC	150	-	150	-	-	-	-
Orange	Structures	485	-	485	-	-	-	-
Orange	Track	6,912	-	6,912	-	-	-	-
Perris Valley	Communication & PTC	125	-	-	125	-	-	-
San Gabriel	Communication & PTC	105	105	-	-	-	-	-
San Gabriel	Signals	994	834	-	-	160	-	-
San Gabriel	Structures	168	168	-	-	-	-	-
San Gabriel	Track	1,306	1,306	-	-	-	-	-
Valley	Signals	350	350	-	-	-	-	-
Valley	Structures	868	868	-	-	-	-	-
Valley	Track	1,400	1,400	-	-	-	-	-
Ventura-VC	Communication & PTC	238	-	-	-	-	238	-
Ventura-VC	Signals	200	-	-	-	-	200	-
Ventura-VC	Structures	2,540	-	-	-	-	1,400	1,140
Ventura-VC	Track	333	-	-	-	-	333	-
East Bank	Communication & PTC	123	18	8	4	5	3	85
East Bank	Signals	500	74	31	17	22	11	344
River	Signals	250	119	50	28	36	18	-
River	Track	4,899	1,418	591	332	430	215	1,913
Systemwide	Communication & PTC	2,598	1,234	515	288	374	187	-
Systemwide	Facilities	3,586	1,599	666	373	485	197	266
Systemwide	Rolling Stock	975	463	193	108	141	70	-
Systemwide	Signals	75	36	15	8	11	5	-
CURRENT PROPOSED FY2016-17 REHAB BUDGET		29,779	9,991	10,215	1,284	1,664	2,877	3,748
ROTEM SETTLEMENT AMOUNTS (YEAR 5)		-	1,936	(3,773)	500	1,000	337	-
TOTAL PROPOSED FY 2016-17 REHAB BUDGET		29,779	11,927	6,442	1,784	2,664	3,214	3,748
PRIOR YEAR CARRYOVERS		37,863	8,148	16,199	2,070	5,069	3,550	2,827
TOTAL FY 16-17 AUTHORITY INCLUDING CARRYOVERS		67,643	20,075	22,641	3,854	7,733	6,764	6,575

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2020 : Southern California Regional Rail Authority Budget Amendment for FY 2016/2017)

ATTACHMENT "I"

FY2016-17 Rehabilitation New Authority Projects - Detail

(\$ Thousands)

Project Title	Subdivision	Project Type	TOTAL	LACMTA	OCTA	RCTC	SANBAG	VCTC	Other
Wayside comm & CIS rehab	Olive	Communication & PTC	150	-	150	-	-	-	-
Train control & grade xing signal rehab	Olive	Signals	450	-	450	-	-	-	-
Wayside comm & CIS rehab	Orange	Communication & PTC	150	-	150	-	-	-	-
Culvert rehab MP 201.4	Orange	Structures	385	-	385	-	-	-	-
ROW Grading	Orange	Structures	100	-	100	-	-	-	-
Orange Subdivision Rail Rehab Program	Orange	Track	6,912	-	6,912	-	-	-	-
Wayside comm & CIS rehab	PVL	Communication & PTC	125	-	-	125	-	-	-
Comm system rehab	San Gabriel	Communication	105	105	-	-	-	-	-
Signal system rehab	San Gabriel	Signal	594	594	-	-	-	-	-
Train control rehab	San Gabriel	Signals	400	240	-	-	160	-	-
Rehab culvert 28.23	San Gabriel	Structures	120	120	-	-	-	-	-
ROW grading/ditching	San Gabriel	Structures	48	48	-	-	-	-	-
Rail grinding	San Gabriel	Track	120	120	-	-	-	-	-
Tie rehab, turnout replace, track panels @ Grand, ped xing par	San Gabriel	Track	1,186	1,186	-	-	-	-	-
Train control & grade xing signal rehab	Valley	Signals	350	350	-	-	-	-	-
Culvert rehab (up to 21 pipe culverts)	Valley	Structures	868	868	-	-	-	-	-
Replace Ties rated 3 (Poor Cond) and 4 (Failed)	Valley	Track	1,400	1,400	-	-	-	-	-
Wayside comm & CIS rehab	Ventura-VC	Communication & PTC	238	-	-	-	-	238	-
Train control rehab	Ventura-VC	Signals	200	-	-	-	-	200	-
Bridge rehab 438.89, design 434.12 & 436.96	Ventura-VC	Structures	2,050	-	-	-	-	910	1,140
Culvert rehab MP 436.56	Ventura-VC	Structures	490	-	-	-	-	490	-
Replace rail curve 437.76 (1636') plus 500' tangent	Ventura-VC	Track	333	-	-	-	-	333	-
Wayside comm & CIS rehab	East Bank	Communication & PTC	123	18	8	4	5	3	85
Train control rehab	East Bank	Signals	500	74	31	17	22	11	344
Grade xing signal rehab	River	Signals	250	119	50	28	36	18	-
River Tie Rehabilitation	River	Track	3,899	943	393	220	286	143	1,913
Turnouts & special trackwork	River	Track	1,000	475	198	111	144	72	-
Back office PTC systems	Systemwide	Communication & PTC	2,598	1,234	514	288	374	187	-
CMF Drainage Re-direction	Systemwide	Facilities	1,594	757	315	177	230	115	-
CMF Elevator Modernization	Systemwide	Facilities	140	67	28	16	20	10	-
EMF Parking & Track Lighting	Systemwide	Facilities	587	300	125	70	91	-	-
Stabilizing Canopies and Platforms at LAUS	Systemwide	Facilities	1,266	475	198	111	144	72	266
Sentinel HVAC Overhaul	Systemwide	Rolling Stock	975	463	193	108	140	70	-
Train control rehab	Systemwide	Signals	75	36	15	8	11	5	-
CURRENT PROPOSED FY2016-17 REHAB BUDGET (INCLUDING AMOUNTS UNALLOCATED IN FY2016)			\$29,779	\$9,991	\$10,215	\$1,284	\$1,664	\$2,877	\$3,748
ROTEM SETTLEMENT AMOUNTS (YEAR 5)			-	\$1,936	-\$3,773	\$500	\$1,000	\$337	\$0
TOTAL PROPOSED FY 2016-17 REHAB BUDGET			29,779	11,927	6,442	1,784	2,664	3,214	3,748
PRIOR YEAR CARRYOVERS			37,863	8,148	16,199	2,070	5,069	3,550	2,827
TOTAL FY 16-17 AUTHORITY INCLUDING CARRYOVERS			67,643	20,075	22,641	3,854	7,733	6,764	6,575

ATTACHMENT "J"
FY2016-17 Rehabilitation Carryover Projects
By subdivision and by category
 (\$ Thousands)

Subdivision	Category	Carryover June-16 - End	Metro	OCTA	RCTC	SANBAG	UPRR\PTMISEA	VCTC
	Communication	75	-	75	-	-	-	-
	Signal	175	-	175	-	-	-	-
	Track	322	-	322	-	-	-	-
Olive Total		572	-	572	-	-	-	-
	Communication	225	-	225	-	-	-	-
	Signal	1,710	-	1,710	-	-	-	-
	Signal & Communication	38	-	38	-	-	-	-
	Structures	7,328	-	7,328	-	-	-	-
	Track	3,967	-	3,967	-	-	-	-
Orange Total		13,268	-	13,268	-	-	-	-
	Signal & Communication	117	-	117	-	-	-	-
	Structures	490	-	490	-	-	-	-
Orange & Olive Total		607	-	607	-	-	-	-
	Signal & Communication	62	62	-	-	-	-	-
	Track	1	1	-	-	-	-	-
Pasadena Total		63	63	-	-	-	-	-
	Communication	125	-	-	125	-	-	-
	Signal	790	-	-	790	-	-	-
PVL		915	-	-	915	-	-	-
	Track	300	-	-	-	300	-	-
Redlands Total		300	-	-	-	300	-	-
	Facilities	172	-	-	172	-	-	-
Riverside Total		172	-	-	172	-	-	-
	Communication	70	-	-	-	70	-	-
	Signal	396	-	-	-	396	-	-
	Signal & Communication	2,344	1,406	-	-	938	-	-
	Structures	112	-	-	-	112	-	-
	Track	2,226	351	-	-	1,874	-	-
San Gabriel Total		5,148	1,758	-	-	3,390	-	-
	Signal & Communication	538	538	-	-	-	-	-
	Structures	109	109	-	-	-	-	-
	Track	317	317	-	-	-	-	-
Valley Total		964	964	-	-	-	-	-
	Signal & Communication	892	892	-	-	-	-	-
	Structures	83	83	-	-	-	-	-
	Track	17	17	-	-	-	-	-
Ventura (LA Co) Total		991	991	-	-	-	-	-
	Signal	245	-	-	-	-	-	245
	Signal & Communication	469	-	-	-	-	-	469
	Structures	1,681	-	-	-	-	-	1,681
	Track	523	-	-	-	-	-	523
Ventura (Ven Co) Total		2,918	-	-	-	-	-	2,918
	Signal & Communication	756	359	150	84	109	-	54
	Structures	125	59	25	14	18	-	9
	Track	1,928	285	119	67	87	1,327	43
River Total		2,809	704	293	165	213	1,327	107
	Equipment	351	173	67	38	49	-	24

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget Amendment for FY 2016/2017)

Facilities	1,484	707	295	165	214	-	102
IT	1,369	650	271	152	197	-	99
Mechanical	2,338	1,111	463	260	337	-	168
Other	5	4	1	0	0	-	0
Rolling Stock	1,500	-	-	-	-	1,500	-
Security	500	238	99	56	72	-	36
Signal & Communication	1,354	676	216	121	262	-	79
Track	236	112	47	26	34	-	17
Systemwide Total	9,137	3,670	1,459	818	1,166	1,500	525
Grand Total	37,863	8,148	16,199	2,070	5,069	2,827	3,550

ATTACHMENT "K"

FY 2017-18 NEW AUTHORITY REHABILITATION PROJECTS

PROJECTS BY SUBDIVISION (\$Thousands)

Subdivision	Project Type	Proposed Rehabilitation Projects
All	Facilities	Station Signage Rehab
All	Facilities	Customer Information System Replacement at Stations
All	Communication & PTC	SCRRA Positive Train Control Lab Systems Support and Testing
All	Communication & PTC	Backoffice Hardware & Software Replacement (DOC & MOC)
All	Communication & PTC	SCRRA Production Backoffice Systems Upgrades and Testing Support
All	Signals	Rehab AC Units
All	Signals	Rehab Signal Maint Vehicles
All	Business Systems	Vehicle Track Interaction
All	Track	San Gabriel Grade Cross Rehab
All	Business Systems	Systemwide
All	Communication & PTC	PTC Update & Repairs
All	Business Systems	Systemwide Rail Grinding
All	Vehicles	MOW VEHICLE REPLACEMENT
PVL	Signals	Grade Crossing Rehab
Olive	Signals	Rehab Worn or Defective Cables
Olive	Signals	Grade Crossing Rehab
Olive	Track	Olive Sub Cross Rehab
Olive	Business Systems	Wayside Comm Replace Olive
Olive	Track	OLIVE CROSSTIE REHAB
Orange	Signals	C&S Corrosion Mitigation
Orange	Signals	Rehab Worn or Defective Cables
Orange	Signals	Grade Crossing Rehab
Orange	Track	Orange Sub Turnout Replace
Orange	Track	Orange Sub Crossing Replacement
Orange	Structures	Orange Sub Culvert Replace
Orange	Structures	Orange Sub ROW Maint
Orange	Business Systems	Wayside Comm Replace Orange
Orange	Business Systems	Wayside Comm Mitigation Orange
Orange	Business Systems	Wysde Com Replace OrangeOlive
Orange	Track	Orange Track Rehab
Pasadena	Signals	Grade Crossing Rehab
Pasadena	Signals	Pole Line Rehab
Pasadena	Signals	Grade Crossing Rehab
River	Signals	Grade Crossing Rehab
River	Signals	Signal System Rehab
River	Signals	Signal System Rehab
River	Signals	CP Dayton Signal Sys Rehab
River	Signals	Rehab Worn or Defective Cables
River	Business Systems	Wayside Comm Replace River
River	Business Systems	Wayside Comm Mitigation River
River	Track	RIVER TRACK REHAB
River	Track	RIVER CROSSTIE REHAB
River Sub - East Bank	Track	River East Turnout Replacement
River Sub - East Bank	Facilities	REPLACE PUBLIC ADDRESS SYSTEM

San Gabriel - LA County	Signals	Grade Crossing Rehab
San Gabriel - LA County	Signals	Rehab Worn or Defective Cables
San Gabriel - LA County	Signals	Rehab Worn or Defective Cables
San Gabriel - LA County	Structures	San Gabriel LA Sub ROW Maint
San Gabriel - LA County	Track	San Gab Track Rehab LA
San Gabriel - LA County	Track	SAN GAB CROSSTIE REHAB
San Gabriel - SB County	Signals	Rehab Worn or Defective Cables
San Gabriel - SB County	Signals	Grade Crossing Rehab
San Gabriel - SB County	Structures	San Gabriel Bridge Replace
San Gabriel - SB County	Structures	San Gabriel SB Sub ROW Maint
San Gabriel - SB County	Business Systems	Wayside Comm Replace San Gab
San Gabriel - SB County	Track	San Gab Track Rehab SB
San Jacinto (PVL)	Business Systems	Wayside Comm Replace PVL
San Jacinto (PVL)	Business Systems	Wayside Comm Mitigation PVL
San Jacinto (PVL)	Track	PERRIS VALLEY TRACK REHAB
Valley	Track	Valley Tie Rehabilitation
Valley	Signals	Grade Crossing Rehab
Valley	Signals	Signal System Rehab
Valley	Signals	Rehab Worn or Defective Cables
Valley	Track	Valley Sub Turnout Replacement
Valley	Track	Valley Sub Cross Replacement
Valley	Structures	Valley Bdrge Desgn Constrct
Valley	Structures	Valley Culvert Replace/Abandon
Valley	Structures	Valley Sub Culvert Replace
Valley	Structures	Valley Sub Row Maint
Valley	Business Systems	Wayside Comm Replace Valley
Valley	Business Systems	Wayside Comm Mitigation Valley
Valley	Business Systems	Rehab Update CIS Valley
Valley	Track	Valley Track Rehab
Valley	Track	VALLEY CROSSTIE REHAB
Valley	Track	TUNNEL REHAB
Ventura - LA County	Signals	Grade Crossing Rehab
Ventura - LA County	Signals	Signal System Rehab
Ventura - LA County	Track	Ventura Sub Grade Cross Rehab
Ventura - LA County	Structures	Ventura (LA) Sub ROW Maint
Ventura - LA County	Business Systems	Wayside Comm Replace Ventura - LA
Ventura - LA County	Business Systems	Wayside Mtigation Ventura LA
Ventura - LA County	Track	VENTURA TRACK REHAB LA
Ventura - LA County	Track	VENTURA CROSSTIE REHAB LA
Ventura - VC County	Signals	Grade Crossing Rehab
Ventura - VC County	Signals	Signal System Rehab
Ventura - VC County	Structures	Ventura Sub Bridge Replace
Ventura - VC County	Business Systems	Rehab CIS Ventura

Ventura - VC County	Business Systems	Wayside Comm Replace Ventura
Ventura - VC County	Business Systems	Wayside Mtgation Ventura Ven
Ventura - VC County	Track	VENTURA TRACK REHAB VC
		PROPOSED FY 2017-18 REHAB BUDGET
		Deferred Rehab from FY17
		TOTAL PROPOSED FY 2017-18 REHAB BUDGET

TOTAL COST	LACMTA	OCTA	RCTC	SANBAG	VCTC	OTHER
\$242	\$115	\$48	\$27	\$35	\$17	\$
\$1,276	\$606	\$253	\$142	\$184	\$92	\$
\$948	\$450	\$188	\$105	\$136	\$68	\$
\$1,130	\$537	\$224	\$125	\$163	\$81	\$
\$598	\$284	\$118	\$66	\$86	\$43	\$
\$237	\$113	\$47	\$26	\$34	\$17	\$
\$198	\$94	\$39	\$22	\$28	\$14	\$
\$68	\$32	\$13	\$7	\$10	\$5	\$
\$1,852	\$880	\$367	\$206	\$267	\$133	\$
\$449	\$213	\$89	\$50	\$65	\$32	\$
\$1,100	\$522	\$218	\$122	\$158	\$79	\$
\$1,091	\$518	\$216	\$121	\$157	\$79	\$
\$1,013	\$481	\$201	\$112	\$146	\$73	\$
\$250	\$	\$	\$250	\$	\$	\$
\$237	\$	\$237	\$	\$	\$	\$
\$500	\$	\$500	\$	\$	\$	\$
\$4,275	\$	\$4,275	\$	\$	\$	\$
\$75	\$	\$75	\$	\$	\$	\$
\$475	\$	\$475	\$	\$	\$	\$
\$162	\$	\$162	\$	\$	\$	\$
\$237	\$	\$237	\$	\$	\$	\$
\$1,030	\$	\$1,030	\$	\$	\$	\$
\$1,852	\$	\$1,852	\$	\$	\$	\$
\$1,781	\$	\$1,781	\$	\$	\$	\$
\$1,715	\$	\$1,715	\$	\$	\$	\$
\$210	\$	\$210	\$	\$	\$	\$
\$75	\$	\$75	\$	\$	\$	\$
\$125	\$	\$125	\$	\$	\$	\$
\$75	\$	\$75	\$	\$	\$	\$
\$1,624	\$	\$1,624	\$	\$	\$	\$
\$1,028	\$1,028	\$	\$	\$	\$	\$
\$504	\$504	\$	\$	\$	\$	\$
\$1,028	\$1,028	\$	\$	\$	\$	\$
\$248	\$118	\$49	\$28	\$36	\$18	\$
\$1,006	\$478	\$199	\$112	\$145	\$72	\$
\$500	\$238	\$99	\$56	\$72	\$36	\$
\$1,498	\$712	\$297	\$166	\$216	\$108	\$
\$237	\$113	\$47	\$26	\$34	\$17	\$
\$100	\$48	\$20	\$11	\$14	\$7	\$
\$75	\$36	\$15	\$8	\$11	\$5	\$
\$1,160	\$551	\$230	\$129	\$167	\$84	\$
\$998	\$474	\$198	\$111	\$144	\$72	\$
\$4,703	\$2,234	\$931	\$522	\$677	\$339	\$
\$120	\$57	\$24	\$13	\$17	\$9	\$

\$1,006	\$604	\$	\$	\$403	\$	\$
\$237	\$142	\$	\$	\$95	\$	\$
\$237	\$142	\$	\$	\$95	\$	\$
\$67	\$40	\$	\$	\$27	\$	\$
\$3,050	\$1,830	\$	\$	\$1,220	\$	\$
\$1,747	\$1,048	\$	\$	\$699	\$	\$
\$237	\$142	\$	\$	\$95	\$	\$
\$1,036	\$622	\$	\$	\$415	\$	\$
\$1,400	\$840	\$	\$	\$560	\$	\$
\$44	\$27	\$	\$	\$18	\$	\$
\$100	\$60	\$	\$	\$40	\$	\$
\$4,880	\$2,928	\$	\$	\$1,952	\$	\$
\$50	\$	\$	\$50	\$	\$	\$
\$75	\$	\$	\$75	\$	\$	\$
\$4,400	\$	\$	\$4,400	\$	\$	\$
\$7,458	\$7,458	\$	\$	\$	\$	\$
\$1,028	\$1,028	\$	\$	\$	\$	\$
\$1,000	\$1,000	\$	\$	\$	\$	\$
\$237	\$237	\$	\$	\$	\$	\$
\$1,589	\$1,589	\$	\$	\$	\$	\$
\$2,223	\$2,223	\$	\$	\$	\$	\$
\$6,370	\$6,370	\$	\$	\$	\$	\$
\$420	\$420	\$	\$	\$	\$	\$
\$1,820	\$1,820	\$	\$	\$	\$	\$
\$224	\$224	\$	\$	\$	\$	\$
\$100	\$100	\$	\$	\$	\$	\$
\$75	\$75	\$	\$	\$	\$	\$
\$150	\$150	\$	\$	\$	\$	\$
\$1,855	\$1,855	\$	\$	\$	\$	\$
\$3,320	\$3,320	\$	\$	\$	\$	\$
\$10,000	\$10,000	\$	\$	\$	\$	\$
\$998	\$998	\$	\$	\$	\$	\$
\$1,006	\$1,006	\$	\$	\$	\$	\$
\$855	\$855	\$	\$	\$	\$	\$
\$224	\$224	\$	\$	\$	\$	\$
\$50	\$50	\$	\$	\$	\$	\$
\$38	\$38	\$	\$	\$	\$	\$
\$750	\$750	\$	\$	\$	\$	\$
\$1,603	\$1,603	\$	\$	\$	\$	\$
\$1,018	\$	\$	\$	\$	\$1,018	\$
\$1,006	\$	\$	\$	\$	\$1,006	\$
\$3,850	\$	\$	\$	\$	\$3,850	\$
\$150	\$	\$	\$	\$	\$150	\$

\$50	\$	\$	\$	\$	\$50	\$
\$38	\$	\$	\$	\$	\$38	\$
\$500	\$	\$	\$	\$	\$500	\$
\$106,672	\$64,276	\$18,576	\$7,089	\$8,618	\$8,112	\$
\$231,838	\$77,784	\$79,517	\$9,999	\$12,955	\$22,408	\$29,175
\$338,509	\$142,060	\$98,092	\$17,088	\$21,573	\$30,521	\$29,175

ATTACHMENT "L"

FY 2018-19 NEW AUTHORITY REHABILITATION PROJECTS

PROJECTS BY SUBDIVISION (\$Thousands)

Subdivision	Project Type	Proposed Rehabilitation Projects	TOTAL COST	LACMTA	OCTA	RCTC	SANBAG	VCTC	OTHER
All	Stations	Station Signage Rehab	\$242	\$115	\$48	\$27	\$35	\$17	\$
All	Stations	Customer Information System Replacement at Stations	\$1,276	\$606	\$253	\$142	\$184	\$92	\$
All	Backoffice	Backoffice Hardware & Software Replacement (DOC & MOC)	\$1,020	\$485	\$202	\$113	\$147	\$73	\$
All	Backoffice	SCRRA Production Backoffice Systems Upgrades and Testing Support	\$547	\$260	\$108	\$61	\$79	\$39	\$
All	Labratory Testing	SCRRA Positive Train Control Lab Systems Support and Testing	\$848	\$403	\$168	\$94	\$122	\$61	\$
All	Signals	Rehab AC Units	\$237	\$113	\$47	\$26	\$34	\$17	\$
All	Signals	Rehab Signal Maint Vehicles	\$198	\$94	\$39	\$22	\$28	\$14	\$
All	Track	Vehicle Track Interaction	\$68	\$32	\$13	\$7	\$10	\$5	\$
All	Business Systems	Systemwide	\$470	\$223	\$93	\$52	\$68	\$34	\$
All	Business Systems	Wayside Com Mitigation Valley	\$75	\$36	\$15	\$8	\$11	\$5	\$
All	Business Systems	PTC UPDATE & REPAIRS	\$1,100	\$522	\$218	\$122	\$158	\$79	\$
Olive	Signals	Rehab Worn or Defective Cables	\$237	\$	\$237	\$	\$	\$	\$
Olive	Grade Crossing	Grade Crossing Rehab	\$500	\$	\$500	\$	\$	\$	\$
Olive	Business Systems	Wayside Comm Replace Olive	\$75	\$	\$75	\$	\$	\$	\$
Orange	Signals	C&S Corrosion Mitigation	\$162	\$	\$162	\$	\$	\$	\$
Orange	Signals	Rehab Worn or Defective Cables	\$237	\$	\$237	\$	\$	\$	\$
Orange	Grade Crossing	Grade Crossing Rehab	\$1,030	\$	\$1,030	\$	\$	\$	\$
Orange	Business Systems	Orange Sub Bridge Replace	\$9,800	\$	\$9,800	\$	\$	\$	\$
Orange	Business Systems	Wayside Comm Replace Orange	\$75	\$	\$75	\$	\$	\$	\$
Orange	Business Systems	Wayside Comm Mitigation Orange	\$125	\$	\$125	\$	\$	\$	\$
Orange and Olive	Business Systems	Wayside Replace OrangeOlive	\$75	\$	\$75	\$	\$	\$	\$
Pasadena	Signals	Pole Line Rehab	\$504	\$504	\$	\$	\$	\$	\$
Pasadena	Grade Crossing	Grade Crossing Rehab	\$1,028	\$1,028	\$	\$	\$	\$	\$
Pasadena	Business Systems	Pasadena Sub Bridge Replace	\$1,120	\$1,120	\$	\$	\$	\$	\$
Redlands	Business Systems	Redlands Sub Bridge Replace	\$1,750	\$	\$	\$	\$1,750	\$	\$
River	Signals	Rehab Worn or Defective Cables	\$237	\$113	\$47	\$26	\$34	\$17	\$
River	Signals	Signal System Rehab	\$1,006	\$478	\$199	\$112	\$145	\$72	\$
River	Signals	Signal System Rehab	\$500	\$238	\$99	\$56	\$72	\$36	\$
River	Signals	CP Dayton Signal Sys Rehab	\$1,498	\$712	\$297	\$166	\$216	\$108	\$
River	Business Systems	River Sub Bridge Replace	\$28,000	\$13,300	\$5,544	\$3,108	\$4,032	\$2,016	\$
River	Business Systems	Wayside Comm Replace River	\$100	\$48	\$20	\$11	\$14	\$7	\$
River	Business Systems	Wayside Comm Mitigation River	\$75	\$36	\$15	\$8	\$11	\$5	\$
River Sub - East Bank	Business Systems	River East Turnout Replacement	\$2,137	\$1,015	\$423	\$237	\$308	\$154	\$
San Gabriel - LA County	Signals	Rehab Worn or Defective Cables	\$237	\$142	\$	\$	\$95	\$	\$
San Gabriel - LA County	Grade Crossing	Grade Crossing Rehab	\$1,006	\$604	\$	\$	\$403	\$	\$
San Gabriel - LA County	Business Systems	San Gabriel Grade Cross Reha	\$2,993	\$1,796	\$	\$	\$1,197	\$	\$
San Gabriel - LA County	Business Systems	San Gabriel LA Bridge Replace	\$770	\$462	\$	\$	\$308	\$	\$
San Gabriel - SB County	Signals	Rehab Worn or Defective Cables	\$237	\$142	\$	\$	\$95	\$	\$
San Gabriel - SB County	Grade Crossing	Grade Crossing Rehab	\$1,036	\$622	\$	\$	\$415	\$	\$
San Gabriel - SB County	Business Systems	San Gabriel Turnout Replace	\$2,422	\$1,453	\$	\$	\$969	\$	\$
San Gabriel - SB County	Business Systems	Wayside Com Mitigation San Gab	\$75	\$45	\$	\$	\$30	\$	\$
San Jacinto (PVL)	Business Systems	Wayside Comm Replace PVL	\$50	\$	\$	\$50	\$	\$	\$
San Jacinto (PVL)	Business Systems	Wayside Comm Mitigation PVL	\$75	\$	\$	\$75	\$	\$	\$
SB Shortway	Business Systems	Wayside Comm Replace San Gab	\$100	\$	\$	\$	\$100	\$	\$

Attachment: REVISED - FY2016-17 Preliminary Budget for Transmittal - 05-23-16 (2920 : Southern California Regional Rail Authority Budget Amendment for FY 2016/2017)

Valley	Ties	Valley Tie Rehabilitation	\$7,458	\$7,458	\$	\$	\$	\$	\$
Valley	Signals	Rehab Worn or Defective Cables	\$237	\$237	\$	\$	\$	\$	\$
Valley	Grade Crossing	Grade Crossing Rehab	\$1,028	\$1,028	\$	\$	\$	\$	\$
Valley	Signals	Signal System Rehab	\$1,000	\$1,000	\$	\$	\$	\$	\$
Valley	Business Systems	Valley Sub Turnout Replacement	\$4,909	\$4,909	\$	\$	\$	\$	\$
Valley	Business Systems	Valley Sub Crossing Rehab	\$4,447	\$4,447	\$	\$	\$	\$	\$
Valley	Business Systems	Valley Sub Bridge Replace	\$15,260	\$15,260	\$	\$	\$	\$	\$
Valley	Business Systems	Wayside Comm Replace Valley	\$100	\$100	\$	\$	\$	\$	\$
Valley	Business Systems	Rehab CIS Valley	\$150	\$150	\$	\$	\$	\$	\$
ventura - LA County	Grade Crossing	Grade Crossing Rehab	\$998	\$998	\$	\$	\$	\$	\$
ventura - LA County	Signals	Signal System Rehab	\$1,006	\$1,006	\$	\$	\$	\$	\$
ventura - LA County	Business Systems	Ventura Sub Grade Cross Rehab	\$2,850	\$2,850	\$	\$	\$	\$	\$
ventura - LA County	Business Systems	Ventura LA Sub Bridge Replace	\$16,520	\$16,520	\$	\$	\$	\$	\$
ventura - LA County	Business Systems	WAYSIDE COM REPLACE VENTURA	\$50	\$50	\$	\$	\$	\$	\$
ventura - LA County	Business Systems	WAYSIDE COM MITIGATION VENTURA	\$38	\$38	\$	\$	\$	\$	\$
ventura - VC County	Grade Crossing	Grade Crossing Rehab	\$1,018	\$	\$	\$	\$	\$1,018	\$
ventura - VC County	Signals	Signal System Rehab	\$1,006	\$	\$	\$	\$	\$1,006	\$
ventura - VC County	Business Systems	Ventura Sub Turnout Replace	\$4,909	\$	\$	\$	\$	\$4,909	\$
ventura - VC County	Business Systems	Rehab CIS Ventura Ven	\$150	\$	\$	\$	\$	\$150	\$
ventura - VC County	Business Systems	WAYSIDE COM REPLACE VENTURA	\$50	\$	\$	\$	\$	\$50	\$
ventura - VC County	Business Systems	WAYSIDE COM MITIGATION VENTURA	\$38	\$	\$	\$	\$	\$38	\$
PROPOSED FY 2018-19 REHAB BUDGET			\$128,574	\$82,794	\$20,164	\$4,524	\$11,068	\$10,024	\$
DEFERRED REHAB FROM FY17			\$231,838	\$77,784	\$79,517	\$9,999	\$12,955	\$22,408	\$29,175
TOTAL PROPOSED FY 2018-19 REHAB BUDGET			\$360,412	\$160,578	\$99,681	\$14,523	\$24,022	\$32,433	\$29,175

ATTACHMENT "M"

FY2016-17 New Capital New Authority Projects

(\$ Thousands)

Project Description	TOTAL BUDGET	LACMTA	OCTA	RCTC	SANBAG	VCTC	OTHER
Project Studies	\$ 1,300	\$ 618	\$ 257	\$ 144	\$ 187	\$ 94	\$ -
TOTAL FY 2016-17 AUTHORITY FOR NEW FUNDING	\$ 1,300	\$ 618	\$ 257	\$ 144	\$ 187	\$ 94	\$ -
PRIOR YEAR CARRYOVERS	\$ 255,128	\$ 33,784	\$ 8,389	\$ 5,940	\$ 6,574	\$ 3,500	\$ 196,943
TOTAL FY 2016-17 AUTHORITY INCLUDING CARRYOVERS	\$ 256,428	\$ 34,402	\$ 8,646	\$ 6,084	\$ 6,761	\$ 3,593	\$ 196,943

ATTACHMENT "N"

FY2016-17 New Capital Carryover Projects

(\$Thousands)

Subdivision	Category	Project	Total Carryover	LACMTA	OCTA	RCTC	SANBAG	VCTC	Lease\Other	State
San Gabriel & Valley	Track	860892	15,708	7,000	-	-	-	-	-	8,708
San Gabriel	Track	860885	345	-	-	-	245	-	100	-
San Gabriel	Track	860893	275	275	-	-	-	-	-	-
Valley	Structures	414002	9,330	4,656	-	-	-	-	-	4,674
Valley	Track and Structure	409006	5,009	-	-	-	-	-	-	5,009
Systemwide	IT	TBD	30,488	12,985	6,857	4,822	4,024	1,800	-	-
Systemwide	Rolling Stock	Various	7,208	4,096	-	-	785	-	-	2,326
Systemwide	Rolling Stock	613001	4,785	-	-	-	-	-	-	4,785
Systemwide	Rolling Stock	613003	10,050	-	-	-	-	-	-	10,050
Systemwide	Rolling Stock	613005	76,956	3,047	812	826	1,140	1,438	244	69,450
Systemwide	Rolling Stock	613006	267	-	-	-	-	-	-	267
Systemwide	Rolling Stock	616001	88,162	1,250	521	292	379	190	-	85,530
Systemwide	Other	TBD	745	475	198	-	-	72	-	-
Systemwide	Security	TBD	5,800	-	-	-	-	-	-	5,800
TOTAL			255,128	33,784	8,389	5,940	6,574	3,500	344	196,599

ATTACHMENT "O"

New Capital Projects Proposed for Future Consideration

For Future Consideration - Not Seeking Approval in the FY17 Budget - Funding Not Yet Identified				
Project Type	Subdivision	Project Name	Total Estimated Cost	Candidate Funding Sources - see key below
Communications	All	On-board Wireless Communications Network Phase I	\$10,164	4
Track	Valley	Palmdale Passing Siding	\$11,580	1,2,3,4
Stations	Ventura - LA County	Chatsworth Station Pedestrian Grade Separation	\$10,950	4,10, 5
Business Systems	All	Central Maintenance Facility West Entrance	\$11,699	1,2,4
Track	Valley	Second Main Track Between CP Humphreys and CP Lang	\$17,400	1,2,3,4
Structures	Ventura - VC County	Arroyo Simi 1st Crossing Scour Protection with Concrete Pile Collar and Debris Removal	\$1,120	4,7,8
Facilities	SB Shortway	Eastern Area Maintenance Facility Locomotive and Car Shop, Wheel Truer Machine, storage and S&I Tracks	\$60,181	1,2,4
Track	Valley	Brighton Siding Replacement	\$9,488	1,2,3,4
Structures	Valley	Verdugo Wash (8.12) Bridge Deck Replacement	\$1,485	4,7,8
Business Systems	All	Arroyo Seco (480.82) Bridge Replacement	\$10,462	4,7,8
PTC Systems	All	Interoperable Positive Train Control Rung II Non-Vital to Vital System Upgrade	\$10,500	4,9
Structures	Valley	CP Canyon Safe Access	\$215	4,7,8
Facilities	All	Purchase Hy-Rail Bucket Truck	\$198	4
Track	San Gabriel - LA County	CP Barranca to Lone Hill-Second Main Track-PSR and Environmental Clearance	\$1,101	1,2,4
Track	San Gabriel - SB County	CP Rochester to CP Nolan-Second Main Track-PSR and Environmental Clearance	\$1,101	1,2,4
Track	San Gabriel - LA County	CP Beech to CP Locust-Second Main Track-PSR and Environmental Clearance	\$1,690	1,2,4
Track	San Gabriel - LA County	CP Amar to CP Irvin-Second Main Track-PSR and Environmental Clearance	\$1,690	1,2,4
Facilities	Orange	Irvine Maintenance Facility Phase I	\$50,100	1,2,3,4
Business Systems	All	Automated Wheel and Brake Inspection	\$3,082	4
Business Systems	All	Automatic Passenger Counters	\$5,000	4,5,10
Communications	All	On-board Wireless Communications Network Phase II	\$9,144	
Facilities	SB Shortway	EMF ADDITIONAL UNDERGROUND FUEL STORAGE TANKS	\$2,627	
Rolling Stock	All	Refurbish 9 passenger cars for expanded service**	\$6,075	
Communications	All	On-board Wireless Communications Network Phase III	\$9,144	
Rolling Stock	All	Refurbish 10 passenger cars for expanded service**	\$6,750	
Total			\$252,944	

Notes:

** Total cost to refurbish a passenger car is \$1.35M/unit; the amount shown is 50% of the total cost as TIRCP grant is anticipated to cover the other 50%. Final allocation formula TBD

Funding Keys:

- 1 Federal Core Capacity
- 2 State Cap and Trade Transit & Intercity Rail Program
- 3 High Speed Rail Funding
- 4 Member Agency
- 5 State Interregional Rail Transportation Program

- 7 Federal FASTLANE
- 8 State Bonds
- 9 Federal PTC Commuter Rail
- 10 State Active Transportation Program

Exhibit 6.7
CAPITAL SUMMARY AND CASH FLOW

CAPITAL BUDGET SUMMARY
ALL AGENCIES

(\$ Thousands)

FISCAL YEAR	REHABILITATION PROJECTS	NEW CAPITAL PROJECTS	TOTAL
2016/17 ¹	\$29,780	\$1,300	\$31,080
2017/18	\$338,509	\$	\$338,509
2018/19	\$360,412	\$	\$360,412
TOTALS	\$728,701	\$1,300	\$730,001

1. Excludes prior year budget carryover amounts
2. Assumption for budget will be that the remainder of FY17 originally submitted rehab amount will be divided equally between FY18 and FY19.

CAPITAL BUDGET SUMMARY CONSOLIDATED CASH FLOW BY FISCAL YEAR							
(\$ Thousands)							
BUDGET FISCAL YEAR	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	TOTAL
2016/2017							
REHABILITATION	\$9,968	\$18,010	\$1,786	\$16	\$	\$	\$29,780
NEW CAPITAL	\$324	\$649	\$327				\$1,300
SUBTOTAL	\$10,292	\$18,659	\$2,113	\$16	\$	\$	\$31,080
2017/2018							
REHABILITATION		\$125,720	\$198,763	\$13,903	\$123	\$	\$338,509
NEW CAPITAL		\$	\$				\$
SUBTOTAL		\$125,720	\$198,763	\$13,903	\$123	\$	\$338,509
2018/2019							
REHABILITATION			\$120,169	\$193,278	\$46,843	\$123	\$360,412
NEW CAPITAL			\$				\$
SUBTOTAL			\$120,169	\$193,278	\$46,843	\$123	\$360,412
TOTALS							
REHABILITATION	\$9,968	\$143,731	\$320,718	\$207,196	\$46,965	\$123	\$728,701
NEW CAPITAL	\$324	\$649	\$327	\$	\$	\$	\$1,300
TOTAL PROJECTED CASH FLOW BY FISCAL YEAR	\$10,292	\$144,380	\$321,045	\$207,196	\$46,965	\$123	\$730,001
PROJECT BUDGETS BY FISCAL YEAR	\$31,080	\$338,509	\$360,412	N/A	N/A	N/A	N/A

Exhibit 6.7
LACMTA- CAPITAL SUMMARY AND CASH FLOW

CAPITAL BUDGET SUMMARY LACMTA			
(\$ Thousands)			
FISCAL YEAR	REHABILITATION PROJECTS	NEW CAPITAL PROJECTS	TOTAL
2016/17	\$9,991	\$618	
ROTEM SETTLEMENT	\$1,936		
TOTAL 2016/17	\$11,927	\$618	\$12,545
2017/18	\$142,060	\$	\$142,060
2018/19	\$160,578	\$	\$160,578
TOTALS	\$314,566	\$618	\$315,183

1. 17/18 AND 18/19 REHAB BUDGETS EXCLUDE ROTEM SETTLEMENT

CAPITAL BUDGET SUMMARY LACMTA CASH FLOW BY FISCAL YEAR							
(\$ Thousands)							
BUDGET FISCAL YEAR	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	TOTAL
2016/2017							
REHABILITATION	\$2,704	\$6,691	\$581	\$16			\$9,991
ROTEM SETTLEMENT	\$648	\$1,171	\$116	\$1			\$1,936
NEW CAPITAL	\$154	\$308	\$155	\$			\$618
SUBTOTAL	\$3,506	\$8,170	\$852	\$17			\$12,545
2017/2018							
REHABILITATION		\$56,260	\$81,095	\$4,665	\$41		\$142,060
NEW CAPITAL		\$	\$	\$	\$		\$
SUBTOTAL		\$56,260	\$81,095	\$4,665	\$41		\$142,060
2018/2019							
REHABILITATION			\$55,130	\$79,658	\$25,748	\$41	\$160,578
NEW CAPITAL			\$	\$	\$	\$	\$
SUBTOTAL			\$55,130	\$79,658	\$25,748	\$41	\$160,578
TOTALS							
REHABILITATION AND ROTEM	\$3,352	\$64,121	\$136,922	\$84,340	\$25,790	\$41	\$314,566
NEW CAPITAL	\$154	\$308	\$155	\$	\$	\$	\$618
TOTAL PROJECTED CASH FLOW BY	\$3,506	\$64,430	\$137,077	\$84,340	\$25,790	\$41	\$315,183
PROJECT BUDGETS BY FISCAL YEAR	\$12,545	\$142,060	\$160,578	N/A	N/A	N/A	N/A

Note: EXCLUDES ROTEM SETTLEMENT AMOUNTS FOR FY 17/18 AND 18/19

Exhibit 6.7

OCTA- CAPITAL SUMMARY AND CASH FLOW

CAPITAL BUDGET SUMMARY OCTA			
(\$ Thousands)			
FISCAL YEAR	REHABILITATION PROJECTS	NEW CAPITAL PROJECTS	TOTAL
2016/17	\$10,214	\$257	
ROTEM SETTLEMENT LACMTA	-\$1,936		
ROTEM SETTLEMENT RCTC	-\$500		
ROTEM SETTLEMENT SANBAG	-\$1,000		
ROTEM SETTLEMENT VCTC	-\$337		
TOTAL 16/17	\$6,441	\$257	\$6,698
2017/18	\$98,092	\$	\$98,092
2018/19	\$99,681	\$	\$99,681
TOTALS	\$204,214	\$257	\$204,471

1. EXCLUDES ROTEM SETTLEMENT FOR FY 17/18 AND 18/19

CAPITAL BUDGET SUMMARY OCTA CASH FLOW BY FISCAL YEAR							
(\$ Thousands)							
BUDGET FISCAL YEAR	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	TOTAL
2016/17							
REHABILITATION	\$4,161	\$5,806	\$247	\$	\$	\$	\$10,214
ROTEM SETTLEMENT LACMTA	-\$648	-\$1,171	-\$116	-\$1	\$	\$	-\$1,936
ROTEM SETTLEMENT RCTC	-\$167	-\$302	-\$30	\$	\$	\$	-\$500
ROTEM SETTLEMENT SANBAG	-\$335	-\$605	-\$60	-\$1	\$	\$	-\$1,000
ROTEM SETTLEMENT VCTC	-\$113	-\$204	-\$20	\$	\$	\$	-\$337
NEW CAPITAL	\$64	\$129	\$65	\$	\$	\$	\$257
SUBTOTAL	\$2,962	\$3,653	\$85	-\$2	\$	\$	\$6,698
2017/2018							
REHABILITATION		\$34,547	\$58,734	\$4,769	\$42	\$	\$98,092
NEW CAPITAL		\$	\$	\$	\$	\$	\$
SUBTOTAL		\$34,547	\$58,734	\$4,769	\$42	\$	\$98,092
2018/2019							
REHABILITATION			\$32,729	\$56,745	\$10,164	\$42	\$99,681
NEW CAPITAL			\$	\$	\$	\$	\$
SUBTOTAL			\$32,729	\$56,745	\$10,164	\$42	\$99,681
TOTALS							
REHABILITATION NET OF ROTEM	\$2,898	\$38,072	\$91,484	\$61,512	\$10,206	\$42	\$204,214
NEW CAPITAL	\$64	\$129	\$65	\$	\$	\$	\$257
TOTAL PROJECTED CASH FLOW BY	\$2,962	\$38,200	\$91,549	\$61,512	\$10,206	\$42	\$204,471
PROJECT BUDGETS BY FISCAL YEAR	\$6,698	\$98,092	\$99,681	N/A	N/A	N/A	N/A

Note: EXCLUDES ROTEM SETTLEMENT FOR FY 17/18 AND 18/19

**Exhibit 6.7
RCTC- CAPITAL SUMMARY AND CASH FLOW**

CAPITAL BUDGET SUMMARY RCTC			
(\$ Thousands)			
FISCAL YEAR	REHABILITATION PROJECTS	NEW CAPITAL PROJECTS	TOTAL
2016/17	\$1,284	\$144	
ROTEM SETTLEMENT	\$500		
TOTAL 16/17	\$1,784	\$144	\$1,929
2017/18	\$17,088	\$	\$17,088
2018/19	\$14,523	\$	\$14,523
TOTALS	\$33,395	\$144	\$33,540

1. EXCLUDES ROTEM SETTLEMENT FOR FY 17/18 AND 18/19

CAPITAL BUDGET SUMMARY RCTC CASH FLOW BY FISCAL YEAR							
(\$ Thousands)							
BUDGET FISCAL YEAR	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	TOTAL
2016/2017							
REHABILITATION	\$468	\$767	\$49				\$1,284
ROTEM SETTLEMENT	\$167	\$302	\$30	\$			\$500
NEW CAPITAL	\$36	\$72	\$36				\$144
SUBTOTAL	\$672	\$1,141	\$115				\$1,929
2017/2018							
REHABILITATION		\$6,542	\$9,941	\$600	\$5		\$17,088
NEW CAPITAL							
SUBTOTAL		\$6,542	\$9,941	\$600	\$5		\$17,088
2018/2019							
REHABILITATION			\$4,782	\$7,960	\$1,776	\$5	\$14,523
NEW CAPITAL							
SUBTOTAL			\$4,782	\$7,960	\$1,776	\$5	\$14,523
TOTALS							
REHABILITATION AND ROTEM	\$636	\$7,611	\$14,802	\$8,559	\$1,781	\$5	\$33,395
NEW CAPITAL	\$36	\$72	\$36	\$	\$	\$	\$144
TOTAL PROJECTED CASH FLOW BY	\$672	\$7,683	\$14,839	\$8,559	\$1,781	\$5	\$33,540
PROJECT BUDGETS BY FISCAL	\$1,929	\$17,088	\$14,523	N/A	N/A	N/A	N/A

Note: EXCLUDES ROTEM SETTLEMENT FOR FY 17/18 AND 18/19

**Exhibit 6.7
SANBAG- CAPITAL SUMMARY AND CASH FLOW**

CAPITAL BUDGET SUMMARY SANBAG			
(\$ Thousands)			
FISCAL YEAR	REHABILITATION PROJECTS	NEW CAPITAL PROJECTS	TOTAL
2016/17	\$1,664	\$187	
ROTEM SETTLEMENT	\$1,000		
TOTAL 16/17	\$2,664	\$187	\$2,851
2017/18	\$21,573	\$	\$21,573
2018/19	\$24,022	\$	\$24,022
TOTALS	\$48,260	\$187	\$48,447

1. EXCLUDES ROTEM SETTLEMENT FOR FY 17/18 AND 18/19

CAPITAL BUDGET SUMMARY SANBAG CASH FLOW BY FISCAL YEAR							
(\$ Thousands)							
BUDGET FISCAL YEAR	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	TOTAL
2016/2017							
REHABILITATION	\$526	\$1,074	\$63				\$1,664
ROTEM SETTLEMENT	\$335	\$605	\$60	\$1			\$1,000
NEW CAPITAL	\$47	\$93	\$47				\$187
SUBTOTAL	\$908	\$1,772	\$171	\$1			\$2,851
2017/2018							
REHABILITATION		\$7,922	\$12,867	\$777	\$7		\$21,573
NEW CAPITAL							\$
SUBTOTAL		\$7,922	\$12,867	\$777	\$7		\$21,573
2018/2019							
REHABILITATION			\$7,598	\$12,722	\$3,695	\$7	\$24,022
NEW CAPITAL							\$
SUBTOTAL			\$7,598	\$12,722	\$3,695	\$7	\$24,022
TOTALS							
REHABILITATION NET OF ROTEM	\$861	\$9,601	\$20,589	\$13,499	\$3,702	\$7	\$48,260
NEW CAPITAL	\$47	\$93	\$47	\$	\$	\$	\$187
TOTAL PROJECTED CASH FLOW BY	\$908	\$9,695	\$20,636	\$13,499	\$3,702	\$7	\$48,447
PROJECT BUDGETS BY FISCAL YEAR	\$2,851	\$21,573	\$24,022	N/A	N/A	N/A	N/A

Note: EXCLUDES ROTEM SETTLEMENT FOR FY 17/18 AND 18/19

Exhibit 6.7

VCTC- CAPITAL SUMMARY AND CASH FLOW

CAPITAL BUDGET SUMMARY VCTC SUMMARY			
(\$ Thousands)			
FISCAL YEAR	REHABILITATION PROJECTS	NEW CAPITAL PROJECTS	TOTAL
2016/17	\$2,878	\$94	
ROTEM SETTLEMENT	\$337		
TOTAL 16/17	\$3,216	\$94	\$3,309
2017/18	\$30,521	\$	\$30,521
2018/19	\$32,433	\$	\$32,433
TOTALS	\$66,169	\$94	\$66,263

1. 17/18 AND 18/19 REHAB BUDGETS EXCLUDE ROTEM SETTLEMENT

CAPITAL BUDGET SUMMARY
VCTC CASH FLOW BY FISCAL YEAR

(\$ Thousands)

BUDGET FISCAL YEAR	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	TOTAL
2016/2017							
REHABILITATION	\$864	\$1,537	\$478				\$2,878
ROTEM SETTLEMENT	\$113	\$204	\$20	\$			\$337
NEW CAPITAL	\$23	\$47	\$24				\$94
SUBTOTAL	\$1,000	\$1,788	\$522				\$3,309
2017/2018							
REHABILITATION		\$10,683	\$18,482	\$1,344	\$12		\$30,521
NEW CAPITAL							\$
SUBTOTAL		\$10,683	\$18,482	\$1,344	\$12		\$30,521
2018/2019							
REHABILITATION			\$10,162	\$18,549	\$3,710	\$12	\$32,433
NEW CAPITAL							\$
SUBTOTAL			\$10,162	\$18,549	\$3,710	\$12	\$32,433
TOTALS							
REHABILITATION AND ROTEM	\$976	\$12,424	\$29,142	\$19,892	\$3,722	\$12	\$66,170
NEW CAPITAL	\$23	\$47	\$24	\$	\$	\$	\$94
TOTAL PROJECTED CASH FLOW BY	\$1,000	\$12,471	\$29,166	\$19,892	\$3,722	\$12	\$66,263
PROJECT BUDGETS BY FISCAL YEAR	\$3,309	\$30,521	\$32,433	N/A	N/A	N/A	N/A

Note: EXCLUDES ROTEM SETTLEMENT FOR FY 17/18 AND 18/19

Exhibit 6.7
OTHER- CAPITAL SUMMARY AND CASH FLOW

CAPITAL BUDGET SUMMARY OTHER SUMMARY			
(\$ Thousands)			
FISCAL YEAR	REHABILITATION	NEW CAPITAL	TOTAL
2016/17	\$3,748	\$	\$3,748
2017/18	\$29,175	\$	\$29,175
2018/19	\$29,175	\$	\$29,175
TOTALS	\$62,097	\$	\$62,097

CAPITAL BUDGET SUMMARY OTHER CASH FLOW BY FISCAL YEAR							
(\$ Thousands)							
BUDGET FISCAL YEAR	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	TOTAL
2016/2017							
REHABILITATION	\$1,244	\$2,135	\$368				\$3,748
NEW CAPITAL							\$
SUBTOTAL	\$1,244	\$2,135	\$368				\$3,748
2017/2018							
REHABILITATION		\$9,766	\$17,644	\$1,750	\$15		\$29,175
NEW CAPITAL							\$
SUBTOTAL		\$9,766	\$17,644	\$1,750	\$15		\$29,175
2018/2019							
REHABILITATION			\$9,766	\$17,644	\$1,750	\$15	\$61,132
NEW CAPITAL							\$
SUBTOTAL			\$9,766	\$17,644	\$1,750	\$15	\$61,132
TOTALS							
REHABILITATION	\$1,244	\$11,900	\$27,778	\$19,394	\$1,765	\$15	\$62,097
NEW CAPITAL	\$	\$	\$	\$	\$	\$	\$
TOTAL PROJECTED CASH FLOW BY FISCAL YEAR	\$1,244	\$11,900	\$27,778	\$19,394	\$1,765	\$15	\$62,097
PROJECT BUDGETS BY FISCAL YEAR	\$3,748	\$29,175	\$29,175	N/A	N/A	N/A	N/A

Minute Action

AGENDA ITEM: 21

Date: July 6, 2016

Subject:

San Bernardino Transit Center Emergency Generator and Landscape Modifications Project

Recommendation:

That the Board acting in its capacity as the San Bernardino County Transportation Commission:

- A. Approve the Plans, Specifications, and Estimate package for construction of the San Bernardino Transit Center Emergency Generator and Landscape Modifications Project.
- B. Authorize advertising the Invitation for Bid No. 16-1001520, subject to approval by SANBAG General Counsel as to form, for the construction bids for the San Bernardino Transit Center Emergency Generator and Landscape Modification Project.
- C. Authorize staff to proceed directly to Board without prior Transit Committee review for award of Construction Contract No. 16-1001520 for the San Bernardino Transit Center Emergency Generator and Landscape Modification Project.

Background:

The San Bernardino Transit Center (SBTC) is located at the intersection of Rialto Avenue and E Street in the City of San Bernardino and opened for operations in September 2015. Delivery of the SBTC is being done in partnership with Omnitrans, with SANBAG responsible for delivery of the capital improvements, both agencies providing funding, and Omnitrans operating the facility. In early 2015, as construction of the larger project neared completion, Omnitrans identified the need for an emergency generator and modifications to the landscaping. This need was identified in Amendment No. 1 to Contract No. R14070 approved by the SANBAG Board in April 2015 and prompted development of the SBTC Emergency Generator and Landscape Modifications Project (Project).

The project team has finalized the Plans, Specification & Estimate (PS&E) package for the Project and is recommending the Board approve the PS&E package and authorize advertisements for construction bids. Staff is also requesting authorization to proceed directly to the SANBAG Board for approval of the construction contract to the lowest responsive, responsible bidder without further Committee review. This will allow the execution of the contract and start of construction to occur at the earliest possible dates.

The Project includes construction of an exterior 250 kilowatt emergency generator and generator yard enclosure at the existing SBTC. The Project also includes installation of additional landscaping and irrigation improvements at the site. The estimated cost of construction, Contract 16-1001520, is \$650,000. Omnitrans agreed to fund the additional improvements as part of Amendment No. 1 to Contract No. R14070, however it is anticipated that additional funding, approximately \$350,000 will be required. Staff is working with Omnitrans to identify

Entity: CTC

Board of Directors Agenda Item
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the additional funding required for the Project and anticipates presenting an amendment to Contract No. R14070 to the Board concurrently with the request to award the Construction Contract.

Financial Impact:

This item is consistent with the Fiscal Year 2016/2017 SANBAG Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 22

Date: July 6, 2016

Subject:

Award Lilac to Rancho Double Track Preliminary Design and Environmental Clearance Contract

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

- A. Allocate \$719,381 of Valley State Transit Assistance Funds – Operator Share for the Lilac to Rancho Double Track Project, reducing the previously allocated Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Funds from \$2,000,000 to \$1,548,487, and funding a cost increase of \$267,868.
- B. Approve Contract No. 16-1001411 with Moffatt & Nichol for an eighteen month term in an amount not-to-exceed \$1,695,000 for the Preliminary Engineering and Environmental Clearance of the Lilac to Rancho Double Track Project.
- C. Approve contingency of an amount not-to-exceed \$200,000 for Contract No. 16-1001411 and authorize the Executive Director or his designee to release contingency as necessary for the project.
- D. Authorize a budget amendment to the Fiscal Year 2016/2017 adopted budget in the amount of \$481,714 to Task 0315 Transit Capital, Subtask 0328 Lilac to Rancho Double Track, funded with State Transit Assistance (STA) Funds – Operator Share for a new task total of \$82,586,365.
- E. Authorize a budget amendment reducing the Fiscal Year 2016/2017 adopted budget in the amount \$79,568 to Task 0315 Transit Capital, Subtask 0328 Lilac to Rancho Double Track, funded with Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement for a new task total of \$82,506,797.

Background:

With the San Bernardino Associated Governments (SANBAG) Board of Directors identifying double tracking of the Metrolink San Bernardino Line as one of its priority projects, staff is moving forward with Preliminary Engineering and Environmental Clearance of the Lilac to Rancho Double Track Project. The scope of this project includes approximately three miles of second mainline track on the Metrolink San Bernardino Line within the Cities of Rialto and San Bernardino; the addition of a second platform at the Metrolink Rialto Station; improvements to eight at-grade crossings; and an analysis to determine the feasibility of implementing a Quiet Zone throughout the project limits. SANBAG staff has selected Moffat & Nichol to assist SANBAG staff in completing preliminary engineering and environmental clearance, including securing environmental and other necessary permits, and providing support services during outreach and coordination with third parties as required for the project.

Entity: CTC

The Lilac to Rancho Double Track Project (Project) was originally identified in the *Metrolink San Bernardino Line Infrastructure Improvement Strategic Study* completed in September 2014 by SANBAG and the Los Angeles County Metropolitan Transportation Authority (LACMTA). The goal of the study was to identify cost effective infrastructure improvements that lead to increased average commuter train speeds, reduced travel times, and enhanced overall capacity of the Metrolink San Bernardino Line. The Study recommended two second mainline track segments to meet these goals, one within Los Angeles County from Lone Hill Avenue to Control Point (CP) White in the Cities of San Dimas and La Verne and the second from CP Lilac to CP Rancho in San Bernardino County.

SANBAG staff released the Request for Proposal (RFP) 16-1001411 on January 07, 2016, which was sent electronically to consultants registered on PlanetBids. The solicitation was issued in accordance with current SANBAG policies and procedures for Architectural & Engineering services. Ninety-six (96) firms downloaded the RFP Packet from PlanetBids. The RFP was also posted on SANBAG's website.

Five (5) proposals were received by the date and time specified in the RFP. A responsiveness review was conducted by the Procurement Analyst finding that all five (5) proposals met the requirements outlined in the RFP. The Evaluation Committee for this procurement consisted of staff from SANBAG, the City of Rialto, Southern California Regional Rail Authority, and LACMTA. After reviewing the five (5) proposals the Evaluation Committee scored each proposal based on the following evaluation criteria; Qualifications of the Firm – 30 Points, Management Approach – 30 Points, and Technical Approach/Work Plan – 40 Points. Based on the scoring the firms were ranked in order of technical merit, and a short-list was developed. The firms short-listed and invited to interviews were Lockwood, Andrews, & Newman; Railway Surveyors; and Moffatt & Nichol.

Interviews were conducted with the three (3) short-listed firms allowing for a presentation, followed by a question and answer. At the completion of the interviews, the Evaluation Committee separately scored the interviews based on the presentation and responses to the questions. The assigned weighting between the technical proposal and interviews is 40% overall for the technical proposal and 60% overall for interviews.

As a result of the scoring, the Evaluation Committee recommended that the contract to perform the scope of work as outlined in Request for Proposals 16-1001411 be awarded to Moffatt & Nichol due to their clear understanding of the complexities of the project, providing a well-defined work plan, and strong staff, which have strong leadership qualities and a depth of experience in the field of commuter rail. The firm Evaluation forms and reference checks are located in the Contract Audit File.

As this is an Architect & Engineering services procurement, the selection process is based on qualifications, work plan, and staffing. Price proposals were not required to be submitted as part of the initial proposal for selection. SANBAG entered into negotiations with Moffat & Nichol after they were identified as the preferred consultant. The firm was asked to submit a more detailed scope of work based on the scope of work outlined in the RFP. Negotiations followed, at which the price of \$1,695,000 was agreed upon by both parties. In addition, staff is requesting approval of a contract contingency of an amount not-to-exceed \$200,000 for Contract No. 16-

1001411 and authorization for the Executive Director or his designee to release contingency as necessary for the project.

The 2014 Update to the Ten-Year Delivery Plan identified \$2,000,000 of Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Funds (PTMISEA) for environmental clearance and design efforts; and future unidentified funding for right-of-way acquisition and construction. Subsequent to approval of the 2014 Update to the Ten-Year Delivery Plan, it was determined that PTMISEA funds cannot be used for work associated with environmental clearance or project management. In addition, the total cost estimate to deliver the initial phase of work, which includes staff time, project management, preliminary engineering/environmental clearance (Contract No. 16-1001411), and a project contingency has increased to \$2,267,868. Therefore, staff is requesting that the funding plan for this project be revised to include \$719,381 of Valley State Transit Assistance Funds – Operator Share (STA) to cover the costs to complete project management and environmental clearance and the PTMISEA funding be reduced to \$1,548,487 to cover the costs of preliminary engineering; for a new project total cost estimate to complete preliminary engineering and environmental clearance of \$2,267,868. A revision to the PTMISEA Expenditure Plan will be presented to the SANBAG Board in September 2016 that will identify reprogramming of the \$451,513 PTMISEA balance.

In preparation of the Fiscal Year 2016/2017 Budget it was anticipated that only \$200,000 of STA would be needed for the fiscal year. However, after negotiating the Contract No. 16-1001411 it was determined that the environmental costs, which are not eligible for PTMISEA, were higher than anticipated. As a result a budget amendment is being requested to reflect the increase in STA funding being allocated to the project.

Financial Impact:

This item is not consistent with the Fiscal Year 2016/2017 budget. Approval of recommendations D and E will authorize an amendment to the Fiscal Year 2016/2017 budget, Task No. 0315 Transit Capital, Subtask 0328 Lilac to Rancho Double Track resulting in an increase of STA Funds – Operator Share in the amount of \$82,586,365 and a decrease of Proposition 1B PTMISEA in the amount of \$79,568 for a new net task total of \$82,506,797.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. This item was reviewed and approved by SANBAG General Counsel and Procurement Manager.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001411 Amendment No.: _____ Vendor No.: 01449
 Vendor/Customer Name: Moffatt & Nichol Sole Source? Yes No
 Description: Lilac to Rancho Double Track Preliminary Engineering & Environmental Clearance
 Start Date: 7/6/2016 Expiration Date: 12/30/2017 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 1,695,000.00	Original Contingency	\$ 200,000.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 1,695,000.00	TOTAL CONTINGENCY VALUE	\$ 200,000.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 1,895,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve Contract 16-1001411

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Justin Fornelli

Attachment: Contract Summary Sheet (2927 : Award Double Track Contract)

Lilac to Rancho

DOUBLE TRACK ADDITION PROJECT

MOFFATT & NICHOL SCOPE OF WORK

PROJECT BACKGROUND AND SCOPE OF SERVICES

San Bernardino Associated Governments (SANBAG) and the Los Angeles County Metropolitan Transportation Authority (Metro) completed the Metrolink San Bernardino Line (SBL) Infrastructure Improvement Strategic Study in September 2014. The SBL, also known as the San Gabriel Subdivision, is a 55-mile rail corridor operated by Metrolink for the Southern California Regional Rail Authority (SCRRA) to provide commuter rail service between Los Angeles Union Station (LAUS) and the San Bernardino Station. The BNSF Railway and the UPRR also use this critical rail line as shared corridor, which is also the busiest commuter rail line in Southern California, and have several industrial tracks to provide freight service for the region.

The purpose of the SBL Study was to identify cost effective infrastructure improvements to provide increased average train speed, reduced travel times, and enhanced overall capacity of the Metrolink SBL. The Study recommended the construction of a second mainline track within two out of the five existing single track corridors on the SBL: The LA Metro Lone Hill to CP White Double Track Project and the SANBAG CP Lilac to CP Rancho Double Track Project (Project). These projects are critical to regional mobility because they will enhance rail operations on the busiest commuter rail line in Southern California.

SANBAG, as the owner of the rail corridor within San Bernardino County and the lead agency, is proposing to complete the Preliminary Engineering and Environmental Clearance of approximately three (3) miles of a second main line track between Control Point (CP) Lilac Milepost (MP) 52.4 to approximately CP Rancho, near MP 55.1 on the SBL. The Double Track Project consists of the following features:

- The addition of a second passenger platform on the south side of the existing Metrolink Rialto Station with architectural and other station facility required improvements.
- The evaluation of Station pedestrian access alternatives: overpass, underpass or at-grade.
- The addition of a second track through eight (8) at-grade crossings starting at Lilac Avenue in the City of Rialto on the west and ending at Rialto Avenue in the City of San Bernardino on the east, including the necessary associated civil, signals, and PTC improvements. Five crossings are in the City of Rialto and two are in the City of San Bernardino and one crossing (Eucalyptus Avenue) is in both cities as the southbound lane is in the City of Rialto and the northbound lane is in the City of San Bernardino. A conceptual alternatives (up to two alternatives) analysis for the alignment of second track shall be performed to determine the most feasible track alignment, either north or south of the existing mainline track. This includes a conceptual feasibility alternative analysis for placing an approximate 1.5 mile of the second track on the north side of the existing track, from Riverside Ave to a point just west of Rialto Ave. The preferred second track alignment alternative will then be selected and advanced to the preliminary engineering design (30%) level.
- Traffic including TMP, emergency access, and other ingress/egress issues.
- Quiet Zone Feasibility Study for each of the eight (9) crossings within the double track footprint and any additional crossings required to accomplish a Quiet Zone. Therefore, Cactus Avenue will be evaluated as well.
- The protection in-place of the existing UPRR Colton Cut-off Overpass near Rialto Avenue and the compliance with horizontal and vertical clearances.

Lilac to Rancho

DOUBLE TRACK ADDITION PROJECT

- The removal of the existing No. 20 Right-Hand (RH) turnout west of Lilac Avenue, or the consideration of the construction of a crossover. The removal of the existing turnout will require 'straight railing' the track to properly tie into the proposed second main line track on the north side of the existing main line track.
- The construction of a new No. 20 Left-Hand (LH) turnout east of Rialto Avenue. The exact location of the proposed east end of the project will be evaluated to provide a 'best fit' alignment on a tangent segment between approximately MP 54.9 and MP 55.06.
- Railroad signals as well as PTC considerations and required improvements.
- Necessary retaining and sound walls.
- Existing Culverts extensions and protection-in place as required. There are 3-24" RCP and 1-42" RCP near the west end of the Rialto station, and 48" and 36" RCP east of Pepper Avenue.
- Civil improvements including grading, drainage, and utilities. Existing SBCFCD "East Rialto Storm Drain" flood control channel on the north side and drainage ditches on the south side of the right-of-way will be evaluated to be protected in-place and mitigated accordingly.

The scope includes coordination with all regulatory agencies to ensure compliance with their permitting requirements, and will evaluate and address the following project activities and requirements:

- Environmental Clearance Document and backup technical studies for both CEQA and NEPA.
- A Field Review and Corridor Assessment of the Project Site
- Data Collection and a Thorough Review of Existing Information
- Railroad and Stakeholders Coordination including SANBAG, Metrolink, BNSF, UPRR, the City of Rialto, the City of San Bernardino, SBCFCD, CPUC, and FRA as required
- Community/Neighborhood and Public Outreach
- Utility Carriers Coordination including MCI (Fiber Optics), Kinder Morgan Petroleum, and others
- Coordination with 3rd parties projects, both current and future
- Project Definition Report (PDR)

Design Standards

The M&N Team will perform all services in conformance and in compliance with the latest American Railway Engineering and Maintenance of Way Association (AREMA) standards, SCRRA Engineering and Design Standards, the applicable Cities of Rialto and San Bernardino standards, BNSF and UPRR standards, the Standards Specifications for Public Works Construction (SSPWC), CPUC standards and requirements, Authority standards for general provisions, special provisions and technical specifications, and other applicable Authority Standards.

Project Schedule

The environmental clearance document and the preliminary engineering design plans, based on the following tasks and sub-tasks, are assumed to be completed in 12 months from the Notice to Proceed (NTP).

Project Assumptions

- SANBAG and SCRRA will provide all existing available project data and other relevant documents.

Lilac to Rancho

DOUBLE TRACK ADDITION PROJECT

- Stakeholders review and comments will be provided in a timely manner, consistent with the project proposed schedule.
- One concurrent review submittal to SANBAG and all key stakeholders are assumed with a single consolidated set of comments provided by SANBAG.
- All railroad flagging protection services costs for the project will be paid by SANBAG.
- All Railroad Right of Entry permits and fees will be waived.
- All work will be within railroad (SANBAG) right-of-way, unless directed and/or required otherwise.
- All drainage studies will be performed for facilities within railroad (SANBAG) right-of-way.
- All impacted utility facilities within railroad (SANBAG) right-of-way will be investigated, identified, and evaluated with mitigated proposed measures for further engineering during final design phase.
- Scope of services and design fee are based on the proposed 12 months project schedule.
- The following additional/optional services may be provided when and if requested by SANBAG:
 - Additional engineering alternatives and options
 - Operational analysis, modeling and simulation
 - Right of way and property acquisitions
 - Value Engineering
 - Utility Potholing
 - Unforeseen conditions and other services that project stakeholders may require

Lilac to Rancho

DOUBLE TRACK ADDITION PROJECT

The following describes the project tasks and sub-tasks of the proposed Scope of Services:

Task 1 – Project Management and Administration

The M&N Team will conduct a field reconnaissance to evaluate and document existing conditions and data collection to thoroughly review and assess all existing information.

1.1 Project Management

DELIVERABLES:

Project Management Plan (PMP). PMP will communicate the scope of work, constraints, and technical requirements to all project stakeholders. PMP will be developed and submitted for SANBAG's review and approval.

Weekly internal team meetings and/or conference calls will be held to resolve any outstanding issues, ensure quality deliverables and monitor/control scope, budget, and schedule. This task foresees 50 weekly meetings/conference calls, based on our anticipated Sequence of Activities document, including the preparation of meeting agendas and minutes.

1.2 Project Administration

Project status will be tracked using an earned value methodology to estimate percentage of work completed and expended hours to budgeted hours. This will ensure clear and accurate monthly invoices, and allows us to identify potential budget or progress issues and realign resources to handle unexpected project developments.

DELIVERABLES: M&N will prepare monthly progress reports and invoice development that include summarizing major tasks completed that month and planned activities for the next 60 days. The monthly progress report and invoicing will include upcoming deliverables and actions; graphical updates of planned value, earned value, and actual cost; discussion of unforeseen issues; schedule updates, and when appropriate, an action plan to correct schedule slippage; and staffing resources efforts.

1.3 Project Controls

M&N will submit a Master Project Schedule (MPS) to SANBAG for review and approval as the project's baseline schedule. The MPS will be uploaded to the project control system that will be used to maintain project files for accurate reporting requirements. The schedule will be updated monthly in coordination with our progress meetings with SANBAG. Detailed critical path will be developed to track development activities and keep the project on time. Critical path method (CPM) scheduling will allow our team to track both near- and long-term schedule activities, and ensure that we have the flexibility to meet changing priorities as the project progresses.

DELIVERABLES: Updated schedules for budget monitoring; schedule monitoring and monitoring of change orders. Scheduling is intended to define all tasks, deliverables, relationships between tasks, and a critical path. We will issue monthly Project Status Reports as well as develop a Resource loaded Project Master Schedule.

1.4 Quality Assurance

Our mission is to provide high-quality products and services that exceed our clients' requirements. The M&N Team will comply with SANBAG's processes and requirements. The focus will be on intra-and interdisciplinary reviews; independent checking; and clear documentation. Our reports and designs will use a "four color" QC process (Originator/Checker/Back checker/Verifier) with check print stamp.

Lilac to Rancho

DOUBLE TRACK ADDITION PROJECT

DELIVERABLES: Compliance with SANBAG Quality Assurance Requirements.

1.5 Stakeholder and Inter-Agency Coordination

M&N team will coordinate with SANBAG and project's stakeholders including Metrolink, City of Rialto, City of San Bernardino, BNSF, UPRR, CPUC, FRA and others. The M&N Team will provide SANBAG with effective outreach services with all stakeholders and local communities as directed by SANBAG. These services include, but is not limited to public outreach plans, briefings, grassroots canvassing, media relations, electronic communication, social media, and a stakeholder database.

DELIVERABLES: This task is focused on non-railroad related meetings and will include meeting agendas and minutes, notices, handouts and fact sheets, and renderings (as needed).

We anticipate twelve public meetings:

- 12 Agency (separate) meetings: 4 each with the Cities of Rialto and San Bernardino; 1 each with the IE Chamber of Commerce and IE Hispanic Chamber of Commerce; and 2 other agency/community support meetings, including SBFCD.

1.5.1 Federal Railroad Administration (FRA)

M&N Team will support SANBAG with any required coordination and reporting activities during this project.

DELIVERABLES: for this task will include meeting preparation, agendas and minutes for one (1) meeting.

1.5.2 California Public Utilities Commission (CPUC)

The CPUC provides state regulatory oversight for rail safety and will be an integral player during the design process with respect to the addition of the second main line track through the eight (8) at-grade crossings and under the UPRR overpass, and potential future pedestrian at-grade crossing or grade-separation for the proposed second platform at the Rialto Station. In addition, all track improvements must meet safety standards stipulated in their General Orders, which govern items such as minimum clearances and walkways. The M&N Team has full understanding of CPUC requirements. We anticipate conducting preliminary CPUC Field Diagnostic meetings for the proposed project improvements, to obtain all stakeholders' agreement on the new layout and the proposed modifications. These meetings will set the stage for a smooth GO 88-B application process and facilitate approval in the next design phase.

DELIVERABLES: M&N team will coordinate with SANBAG and CPUC and will conduct one (1) CPUC field diagnostic meeting with the appropriate stakeholders (to encompass the eight impacted at-grade public crossings, the station pedestrian crossing and the UPRR overpass). We will organize the meetings; provide minutes and monitor the action items to ensure they are completed in a timely manner.

1.5.3 Railroad Coordination

As directed by SANBAG Project Manager, M&N will coordinate with SCRRA, UPRR, and BNSF.

DELIVERABLES: Specific deliverables will include organizing and conducting meetings with SCRRA, BNSF and UPRR; providing minutes as well as monitoring the action items to ensure they are completed in a timely manner. 4 meetings are assumed under this sub-task.

1.5.4 Cities of Rialto and San Bernardino

The City of Rialto owns and maintains the Rialto Metrolink Station, improvements for which are proposed within this project. In addition, the City of Rialto owns and maintains the following five (5) at-grade crossings including roadway approaches that will be improved by this project: Lilac Avenue, Willow Avenue, Riverside

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Avenue, Sycamore Avenue, and Acacia Street. While Eucalyptus Avenue is jointly owned by the City of Rialto and the City of San Bernardino, Pepper Avenue and Rialto Avenue, including roadway approaches, are owned and maintained by the City of San Bernardino. As such, both Cities will have a hands-on role in reviewing and approving the proposed improvements. The Cities' Engineering, Public Works, and other Departments will be responsible to ensure that all proposed improvements are in full compliance with their standards and requirements. Proper procedural steps will be followed so improvements within the Cities' jurisdiction are completed in accordance with the aforementioned standards and requirements, and other agencies' (having jurisdiction) requirements. The Cities will have particular concerns in avoiding impacts to the overall quality of life for their local residents and the adjacent businesses in the surrounding area. Another concern for the Cities is that construction is completed with a minimum of impact to pedestrians and roadway traffic and emergency access is maintained at all times. It is critical to coordinate all City owned utilities including water lines, sewer, storm water and drainage facilities, and others are in compliance with Cities' requirements as well as the San Bernardino Flood Control District (SBFCD) requirements where applicable.

DELIVERABLES: M&N team's efforts will include organizing meetings with appropriate staff and council members from City of Rialto and the City of San Bernardino; providing minutes as well as monitoring the action items to ensure they are completed in a timely manner. See deliverables for Task 1.5.

1.5.5 Private Land Owners

M&N Team understands SANBAG's desire to build strong communication lines with local communities including private land owners. Private land owners will have immense interest in being informed about the development of project. As directed by SANBAG's Project Manager, our team will assist in arranging for and attending meetings with the private land owners that may be impacted by this project.

DELIVERABLES: M&N will include organizing meetings with land owners, providing minutes as well as monitoring the action items to ensure they are completed in a timely manner. See deliverables for Task 1.5.

1.6 Meetings

A Project Development Team (PDT) will be established consisting of SANBAG and their Consultant, Metrolink, and M&N design team. Other key project stakeholders, including City of Rialto, City of San Bernardino, and others may be added to the PDT and attend certain meetings as deemed appropriate by SANBAG. We will communicate the project status to the stakeholders, discuss any outstanding issues and mitigated measures, and document and follow up with required action items.

As indicated in Task 1.1, our Project Manager will conduct weekly design team meetings/conference calls to ensure that all tasks are completed on time and that any potential roadblocks are averted. Regular PDT meetings, and other necessary progress meetings including design review and technical workshop meetings will be scheduled and conducted as required.

Also see Exhibit A, CH2M Hill Scope of Work, 1.6.2.

DELIVERABLES:

Monthly Project Development Team (PDT) meetings. We assume 12 PDT meetings, including a kick-off and a final close-out meetings, to be held at SANBAG offices. M&N will prepare agendas, meeting minutes, and follow up on all action items with all stakeholders.

Coordination/Technical Meetings. These meetings will be coordinated with SANBAG Project Manager to ensure meeting project schedule, address all technical and stakeholders' sensitive issues, and ensure compliance with project requirements. We assume 6 additional meetings.

Lilac to Rancho

DOUBLE TRACK ADDITION PROJECT

Task 2 – Quiet Zone Feasibility Study

2.1 Data Collection, Field Review, and Conceptual Plans

M&N team will prepare a quiet zone feasibility study report which defines the necessary improvements and options for quiet zone implementation.

DELIVERABLES: This task will include a Draft Quiet Zone Assessment Report which will involve collection and analysis of available and existing project data, studies, plans, inventory sheets, accident history and CAD files related to the existing conditions at the applicable grade crossings in the project area.

2.2 Final Quiet Zone Assessment

M&N Team will address review comments and finalize the quiet zone assessment report, in a technical memorandum format.

DELIVERABLES: This task will include a Final Quiet Zone Assessment Report *Technical Memorandum*, which will address review comments by updating the proposed improvements (i.e., active warning device protection, supplemental safety measures, etc.), project requirements, process, anticipated stakeholder requirements, permitting requirements, estimate of probable construction cost and anticipated project schedule. In addition, the assessment will be updated to reflect agency review comments as well as diagnostic review comments. This memorandum will incorporate existing conditions and draft updates to the FRA grade crossing inventory forms noting recommended changes to crossings to be improved. The following nine (9) at-grade crossings will be included in the study:

- Cactus Avenue
- Lilac Avenue
- Willow Avenue
- Riverside Avenue
- Sycamore Avenue
- Acacia Avenue
- Eucalyptus Avenue
- Pepper Avenue
- Rialto Avenue

2.3 Public Meetings/Presentation

M&N Team will assist SANBAG and the Cities involved to present the proposed concepts to local community stakeholders.

DELIVERABLES: This task assumes the preparation of graphics and a PowerPoint presentation for presentation to City Council of both affected cities, Rialto and San Bernardino, and the SANBAG Committee and Board. Assume 2 specific meetings for this task.

Task 3 – Environmental and Preliminary Engineering Design

3.1 Survey Control, Aerial Topographic Mapping, Supplemental Ground Control and Right-of-Way Survey

See Exhibit B, Wagner– Survey and Mapping Scope of Work for details.

Lilac to Rancho

DOUBLE TRACK ADDITION PROJECT

3.2 Geotechnical Investigation

See Exhibit A, CH2MHill – Geotechnical Scope of Work for details.

3.3 Track/Special Track Work

The existing single main line track, between CP Lilac (MP 52.4) and CP Rancho (MP 55.3), is generally centered within a 100-foot wide right-of-way owned by SANBAG and operated by Metrolink. There appears to be an encroachment onto the railroad right-of-way near Willow Avenue. The current operating time table speed is 79 MPH for passenger/commuter trains and 55 MPH for freight trains. The infrastructure of the main line track consists of mainly 119RE Continuous Welded Rail (CWR) with wood ties and some segments of 136RE with concrete ties predominantly through the at-grade crossings. It is noted that some of the at-grade crossings' road profiles peak at the intersection of the track. Additionally, there is a fiber optic line running parallel to and within the right-of-way, the entire length of this three mile segment.

The second main track is to be constructed at a distance of 15 feet (track centerline to track centerline) for much of the three miles. Two preliminary alternative analyses of the alignment of the second track will be provided; one north of the existing main line track from east of Riverside Avenue to west of Rialto Avenue; and one south of the existing mainline track, as currently proposed. In the vicinity of the Willow Avenue at-grade crossing as well as the Rialto Station however, the track centers will need to be spaced at 18 feet to accommodate the additional station side platform and the inter track fence as required by SCRRA engineering standards. In addition, we will ensure that the proper track center and the required horizontal and vertical clearances are provided when crossing under the UPRR overpass. All special track work will be evaluated and incorporated into the project plans.

Our design will be in accordance with the engineering standards of SCRRA, AREMA, CPUC, and local jurisdictions.

DELIVERABLES: An updated Metrolink Track Chart; conceptual plans; and preliminary engineering design drawings. All design plans and drawings will comply with SANBAG and SCRRA requirements and will be prepared at a scale of 1":40' on a full size (22"x34") sheet and may also be printed on 11"x17" (half size) sheets. Plans will show all project components including track, civil, structural, etc. , and will include but not limited to the following: plan and profile sheets including all track work; typical sections; cross sections with emphasis at key locations (such as station platform, at-grade crossings, culverts, UPRR overpass, walls, and others); geometry data; special track work details; grade crossings with associated signal device systems and pedestrian treatments; grading plans and work limits; right-of-way limits; drainage and utility plans; station and architectural plans, structural and fencing plans.

3.4 Civil Design – Rail Embankment and Drainage

Grading plans will be developed to show existing and proposed drainage systems based on the aerial mapping, field survey, and best available information. Rail embankment for the second main line track will match the existing main line track embankment to ensure consistency, smooth construction transition, and cost effective project. Civil improvements including landscaping and irrigation plans will be incorporated into the 30% design. We will also investigate the needs for retaining walls and/or block walls to accommodate the second track and associated roadbed widening.

3.4.1 Hydrology and Drainage

Hydrology: The proposed project limits are located in Zone 2 of the San Bernardino County Flood Control District (SBCFCD) within the cities of Rialto and San Bernardino. The natural drainage patterns follow historical alluvial channels running predominantly from north to south. The project runs east/west and is flanked by two such channels, the Rialto Channel to the west and the Lytle-Cajon Channel to the east. A portion the project parallels the East Rialto Storm Drain which drains to the east and discharges into the

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Lytle-Cajon Channel. Just west of Pepper Ave a diversion structure can send runoff from the East Rialto Storm Drain to a series of three basins, Pepper Basin, Mill Basin and Randall Basin. Review of FEMA maps show a risk of low to moderate flooding along the project however the addition of a second track will not increase the runoff within the proposed project. The project should not affect existing drainage patterns and will restore drainage along the south of the rail right of way that has been eroded over the years.

Drainage: There are multiple drainage structures within the project limits. The most prominent being the East Rialto Storm Channel. This channel runs parallel and to the north of the existing rail. Since the second track is proposed on the south side no impact is expected to the channel. Multiple corrugated and reinforced concrete pipes (RCP) cross from north to south under the current rail to convey runoff. The construction of a second track to the south will require the extension of these culverts. One of special attention is the Rialto Metro Station. A series of RCPs cross under and manifold just south of the existing track. The addition of a second track and platform will encroach over this outlet structure. Two solutions are possible; relocating the headwall and extending the pipes or spanning the outlet. Since it appears only the new platform will encroach it is recommended to span the outlet structure as extending the pipes would place them very close to the self-storage building to the south. Also, the East Rialto Storm Drain (as labeled in the San Bernardino County Flood Control District (SBCFCD) documents) structure runs parallel to and partially within the SANBAG right-of-way, from approximately MP 53.19 (Sycamore) to MP 54.54 (Rialto).

DELIVERABLES: A Project Hydrology Report, in compliance with the standards and requirements of SANBAG, SCRRA, Cities of Rialto and San Bernardino, and SBCFCD will be provided. In addition, conceptual and preliminary drainage plans covering facilities within the railroad right-of-way will be provided.

3.5 Utility Investigation and Mapping

Our primary goal will be to avoid / minimize temporary utility relocations, hence reducing project cost. All utility protection plans or utility relocation plans as well as construction windows for the work will be developed and coordinated with the utility owners and incorporated into the project plans and technical specifications.

From our preliminary reconnaissance we are aware of an existing MCI fiber optic line that runs north of and parallel to the south right of way line within the project limits, sanitary sewer lines crossing the rail right-of-way at most of the roadway crossings as well as two additional sanitary sewer crossing one near the UPRR Colton Cutoff Overpass and one sanitary sewer crossing where Castilla Street dead ends at the rail right-of-way. In addition, an existing Kinder Morgan petroleum line crosses the right of way east of the UPRR Colton Cutoff Overpass near Milepost 54.6. The M&N Team will coordinate with the respective owner(s) of these facilities during plan development to ensure that they are properly protected in-place or any temporary or permanent relocations meet with their approval.

In regards to other utilities, our team will coordinate with the City of Rialto, the City and County of San Bernardino and SCRRA to determine utility ownership, "franchise rights" and acquire utility as-builts to develop a comprehensive utility matrix and database map for the project.

DELIVERABLES: We will communicate with impacted utility owners to make them aware of the project objectives and schedule. Our team will prepare a Utility Matrix and provide updates to the Matrix based upon our field investigation, and develop existing and proposed utilities plans.

3.6 Railway Structures

Our team will ensure that the existing UPRR overpass and piers will not be impacted by adding the second track. Our design will incorporate any appropriate pier protection, if necessary, such as a crash wall.

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Any required retaining and/or sound walls, pedestrian grade separation for the Rialto Station, and culverts extensions or modifications will be designed to accommodate railroad Cooper E-80 loading and will be in full compliance with SCRRRA, AREMA, UPRR and BNSF requirements.

DELIVERABLES: M&N will prepare conceptual and preliminary design plans for all structural components of the project.

3.7 Rail Systems – Signals and Communications

M&N team will evaluate the addition of new equipment and devices to new track work. If the existing locations do not have space to support this, new enclosures and equipment shall be installed. Where wayside signals are added, adjacent locations shall be reviewed for operational efficiency and safe braking and if necessary modifications shall be made to those locations. Railroad signal and communications systems shall conform to regulatory agency requirements as well as SCRRRA and industry standards, including PTC requirements. The Rialto Metrolink Station shall be reviewed for changes to the communications system as necessary to meet current SCRRRA standards.

DELIVERABLES: Preliminary design of wayside signal modifications and a schematic signal design plans, a Matrix of Modifications to Existing Systems, and new warning devise systems for at-grade crossings.

3.8 At-Grade Roadway Crossings

3.8.1 Roadway Design – Preliminary Design Drawings

At-grade crossing design work includes crossing warning system relocations and determination if pre-emption requirements will be performed. Consideration for the implementation of Quiet Zones shall be made along with recommendations as a result of the site diagnostic meetings. Additionally careful thought will be given in the design of the At-Grade crossings adjacent to the Rialto Passenger Station in order to optimize the flow of traffic at these crossings without compromising pedestrian safety. These modifications will become part of the new at-grade crossing design. Track crossings shall be designed in accordance with SCRRRA standards, CAMUTCD and the recommended practices of AREMA.

The preliminary design will incorporate recommended pedestrian treatments and improvements, and will address conditions that could require pedestrian gates at crossings that experience significant pedestrian traffic and meets CPUC guidelines. This data will be compiled in a Traffic Impact Study.

DELIVERABLES: Preliminary Design Drawings (30%) for each crossing and associated typical Cross Sections will be developed. The findings of the Quiet Zone Feasibility study will be incorporated.

3.8.2 Grade Crossing Information Spreadsheet

An At-Grade Crossing Information spreadsheet will be developed that contains pertinent information about each of the At-Grade crossings, including applicant information, CPUC crossing number, US DOT crossing number, ADT on roadway crossing tracks, train volume, and train speed.

DELIVERABLES: Grade crossing information spreadsheet

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3.8.3 Traffic Impact and Pedestrian Analysis

We will pay special attention to risky behavior particularly at the Rialto Station to determine the need for special treatments. While we will coordinate very closely with both Cities to minimize impacts, proposed roadway realignments and temporary street closures may result in changes to the existing traffic circulation on local streets and through existing neighborhoods. The traffic impact analysis will include potential impacts to the local roadway network due to the expanded station.

- The following scenarios will be studied for the nine (9) at-grade crossings and the expanded station:
- Existing Conditions (AM and PM peak periods)
- Opening Day (AM and PM peak periods)
- Future Conditions (AM and PM peak periods)

The analysis will measure the level of service at intersections and the amount of delay at the At-Grade crossings to determine appropriate mitigation measures for each location. Due to the spacing of the crossings and nearby intersections, this task assumes 9 crossings and 18 intersections will be analyzed.

DELIVERABLES: M&N team will provide preliminary design and provide traffic impact analysis including gathering traffic and pedestrian counts at each crossing to identify potential impacts associated with changes to the operation of the grade crossings, requirements for signal preemption, pedestrian safety improvement requirements related to crossings and the station, changes to traffic patterns as a result of potential roadway realignments and median improvements, and temporary traffic disruption during project construction. Deliverables for this task will be consistent with the 'Traffic' scope as detailed in Exhibit A.

3.8.4 Traffic Impact Study

The M&N Team will obtain pedestrian counts for each crossing and develop the design that complies with CPUC guidelines for safe pedestrian movement across the right-of-way and around crossing warning devices, plus an ultimate condition that could include pedestrian gates at crossings that experience significant pedestrian traffic. Consideration will be given to incorporating measures that deter unsafe movements by pedestrians including walkway railing, median railing and special signage.

DELIVERABLES: Traffic Impact Report addressing results of the analyses and recommendations for At-Grade crossings protection systems that accommodate safer pedestrian flow, particularly in the vicinity of Rialto Station. Deliverables for this task will be consistent with the 'Traffic' scope as detailed in Exhibit A.

3.9 Station Design

M&N team will develop the proposed second station platform conceptual and preliminary design to match the aesthetics of the existing station and fixtures, in accordance with SCRRA Engineering Standards.

DELIVERABLES: Outline of Performance Specifications, and station Architectural and Engineering preliminary design drawings, as specified in STV's Fee Schedule, including but not limited to:

- Pedestrian Access
- Options to address Pedestrian At-Grade Crossing, Pedestrian Tunnel, or Pedestrian Bridge
- Architectural preliminary design plans, elevations and sections
- Civil preliminary design plans, elevations and sections
- Structural preliminary design plans, elevations and sections
- MEP preliminary design plans
- Platform access study
- 3-D model of the proposed station platform and surrounding area.

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- Level Boarding Access Plans (addressing Federal Level Boarding Requirements)
- Fire Life safety plans

3.10 Construction Phasing and Staging Diagrams

In coordination with all stakeholders, the M&N Team will develop a recommended construction sequencing plan with safety as the primary driver. We will address: rail operational issues; use of the Rialto Station during construction; available work windows and limits on Form B protection.

M&N Team will coordinate with the City and County of San Bernardino and the City of Rialto to obtain a thorough understanding of vital “emergency responder” routes (police, fire, ambulance & etc.) school /transit bus routes and major community events to name just a few community services that are of utmost importance to maintain service during construction.

DELIVERABLES: M&N team will develop Construction Phasing and Staging Diagrams for track and signal cut-overs; roadway grade crossings; UPRR overpass pier protection; signaling, station platform and pedestrian access.

3.11 Construction Cost Estimate

M&N team will evaluate all project challenges that need to be addressed in the final design to perform enough technical analysis and coordination with stakeholders to capture their true cost to the project.

DELIVERABLES: M&N team will prepare a Preliminary Construction Cost Estimate for all project related costs including but not limited to civil, track, structures, railroad signal, station platform, and others in accordance with SCRRA standards

3.12 Environmental CEQA/NEPA

See attached Exhibit A, CH2MHill - Environmental Scope of Work for details.

Task 4 Preliminary Engineering Design Document

As outlined herein, the M&N Team will provide the following specific deliverables:

- SCRRA Project Definition Report (PDR)
- Draft Preliminary Engineering Design (30% P&E) Document
- Final Preliminary Engineering Design (30% P&E) Document

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EXHIBIT A

CH2MHill – Environmental, Traffic Analysis, and Geotechnical Scope of Work

This Scope of Services was prepared in response to the San Bernardino Association of Governments' (SANBAG) request to provide preliminary engineering design and environmental clearance for the construction of the Lilac to Rancho Double Track Project. This project will include the addition of a second track from Control Point (CP) Lilac to CP Rancho on the San Gabriel Subdivision within San Bernardino County. The scope of services and assumptions used by CH2M for budget estimating purposes are described below.

1.6.2 Project Development Team (PDT) meetings

CH2M anticipates monthly PDT meetings (maximum of 12), including one Project kick-off meeting, once the contract Notice to Proceed has been issued. One representative from the CH2M team will be in attendance at all PDT meetings. Technical team members will attend PDT meetings selectively, and the technical analysis scope of services discussions provided below provide specific details regarding PDT meeting attendance assumptions. Additionally, meetings in support of public outreach (maximum of 2 meetings) and resource/regulatory agency coordination (maximum of 2 meetings) will be held with their respective representatives. The resource/regulatory agency meetings will be provided in support of and consistent with the natural resources/permitting based services described below. These meetings will take place during the project development and approval process, and will include at least one SANBAG representative and one member of the Moffatt & Nichol design team.

Assumptions:

- The CH2M environmental task manager will attend a maximum of 6 PDT meetings in person and will participate in the remaining 6 PDT meetings via conference call
- The CH2M environmental task manager will participate on a bi-weekly basis (maximum of 26 meetings) in the Moffatt & Nichol internal team meetings via conference call only.
- The CH2M environmental task manager will provide bi-monthly updates (maximum of 6 updates) to the project schedule.
- The CH2M environmental task manager will provide progress reports on a monthly basis in support of the monthly project status updates and invoicing processes.

3.2 Geotechnical Investigation

CH2M will conduct a geotechnical desktop study based on existing information and a site reconnaissance. The site reconnaissance will take place from the public right of way. The collected information will be utilized to prepare a Geologic Hazard Evaluation which will support the project environmental documentation and will follow CEQA/NEPA guidelines. This report will also include preliminary, conceptual level geotechnical recommendations. Once the projects conceptual plans have been finalized, CH2M will prepare a Geotechnical Investigation Plan, which will document the recommended field exploration and laboratory testing. This technical memorandum will include a map(s) showing proposed boring location, depth, and excavation method. CH2M will also provide as-needed geotechnical support for the preliminary designs for retaining walls and the elevated, at-grade, or below grade structures in support of the Rialto Station Platform Design. CH2M will also provide conceptual level remedial grading recommendations based on the projects finalized conceptual plans, these recommendations will be summarized in a technical memorandum.

Deliverables:

- CH2M will provide Draft and Final Versions of the following (5 hard copies and one electronic copy):

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- Geologic Hazard Evaluation Report
- Geotechnical Investigation Plan (Technical Memorandum)
- Geotechnical Preliminary Remedial Grading Recommendations (Technical Memorandum)

Assumptions:

- A geotechnical investigation is not included. Preliminary geotechnical recommendations will be based on existing data.
- Attendance at the project kick-off meeting and 2-additional technical meetings is included.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG.
- The formal cycle will include a clean-up finalization cycle.
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.

3.8.3 & 3.8.4 Traffic Analysis

CH2M will perform a traffic impact analysis to assess the potential impacts associated with changes to the operation of the existing at-grade crossings (9 locations) and adjacent intersections (up to 18), an assessment of pedestrian safety improvement data, and an evaluation temporary traffic disruption during project construction. The following tasks will be conducted:

Analysis Approach and Data Gathering

In this task, CH2M will finalize the approach for the analysis and gather the required data.

- Prepare a "Methods and Assumptions" memorandum detailing the proposed traffic analysis scope of work. The memorandum will be submitted to SANBAG for review and approval prior to beginning work.
- Collect and gather the data for the analysis:
- Collect existing daily weekday traffic counts at each crossing. Two days of counts will be collected on a Tuesday, Wednesday, or Thursday. Counts will be collected using tubes. Up to nine (9) crossings will be analyzed.
- Estimate (in coordination with SANBAG) the Opening Day and future peak hour traffic counts at each crossing.
- Gather available traffic data (average daily traffic) for local roads near the project (for construction analysis).
- Conduct an inventory of the existing crossings, including lane geometry/channelization, traffic control, roadway speeds, or unique features.
- Collect pedestrian counts at each crossing. For the purposes of this scope, it is assumed that up to four (4) hours of observations will be made on a weekday (Tuesday, Wednesday, or Thursday) at each location.
- Obtain readily available existing and proposed train volume and frequency information from SANBAG and/or CPUC. Train data will be obtained for both Metro and freight rail.
- Obtain readily available data on train speeds and length, and lead and lag times of gate operation from SANBAG and/or CPUC. Train data will be obtained for both Metro and freight rail.

Project Construction Analysis

CH2M will evaluate the potential traffic impacts of constructing the project. The following tasks will be completed:

- Obtain construction data including construction hours and duration, number of truck trips, number of construction workforce, parking and laydown information, etc.

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- Determine the construction trip generation based on the information above.
- Estimate the trip distribution on the roadway network, for daily trips.
- Calculate the percentage change in daily traffic with the project on the surrounding road network to assess the potential traffic impacts. Existing counts and traffic data collected as part of the operations analysis will be used.
- Identify potential road closures and related impacts. Document impacts, qualitatively where data are not available.
- Recommend mitigation measures if needed.

Project Operations Analysis

Traffic Impact Analysis – CH2M will evaluate the changes in operations at the crossings for the existing, Opening Day, and future conditions for the AM and PM peak hours during project operations. The impact of a train movement on the roadway traffic operating conditions (at the crossing) will be measured using average vehicle delay at each crossing.

The traffic analysis will be prepared in compliance with CEQA and NEPA. However, project-specific significance criteria will be identified in coordination with SANBAG to categorize what constitutes a significance traffic impact at the crossings. For example, the City of Rialto General Plan (December, 2010) includes Policy 4-1.20, but that only focuses on Level of Service (LOS), which is not directly applicable for train crossings. A significance criterion based on delay will be identified and included in the analysis.

Next, peak period (AM and PM) vehicle delay will be estimated at up to nine (9) crossings, using the following steps:

- Calculate the average vehicle arrival and departure rates (vehicles per minute per lane).
- Determine the gate down time for the peak period, which is based on the speed and length of the train, the width of the crossing, the clearance distance, and the lead and lag times for gate operation.
- Calculate the vehicle hours of delay (function of vehicle arrival and departure rates, number of traffic lanes, and the square of the gate down time).
- Calculate the queue length, by direction.
- Determine the total number of vehicles arriving per period.
- Determine the total number of vehicles that are delayed.
- Calculate the percentage of vehicles that are delayed and the percentage of time that the crossing is blocked by trains.
- Calculate the average vehicle delay (total delay divided by number of arriving vehicles per time period).
- Summarize the vehicle delay by crossing for each scenario.

The queue length estimates will be used to determine the potential impacts to upstream intersections (the closest intersection north and south to each affected crossing). The evaluation of impacts will be limited to an assessment of the percentage of time when queues will affect operations at the intersection.

Pedestrian Safety Assessment – CH2M will provide input to the design of the crossings as follows:

- Provide a summary of the pedestrian counts for each crossing and identify locations with significant pedestrian traffic (“significant” will be determined in consultation with SANBAG).
- Provide an inventory of existing pedestrian features at each crossing (e.g. sidewalk, pedestrian gates)
- Identify any locations on a school route.
- Prioritize locations based on pedestrian activity.
- Pedestrian safety assessment will be incorporated into the Traffic Impact Study.

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Deliverables:

- Draft Traffic Impact Study (5 hard copies and one electronic copy)
- Final Traffic Impact Study (5 hard copies and one electronic copy)
- Methods and Assumptions Memorandum (electronic only)

Assumptions:

- The scope of the train crossing and pedestrian analysis described in the “Methods and Assumptions” memorandum will be consistent with the scope and assumptions presented here.
- No intersection traffic counts will be conducted, and no intersection level-of-service analysis will be conducted. Only estimated queues, and the associated impacts, will be assessed for intersections.
- Construction analysis will be limited to daily volume/capacity assessments. No intersection analysis or peak hour analysis will be conducted.
- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG.
- The formal cycle will include a clean-up finalization cycle.
- To resolve any conflicts between the comments received, 1 conference call, and one follow up electronic concurrence is assumed.
- The scope does not include attendance at any community meetings to present results of the traffic study.

3.12.1 Alternatives Analysis – Feasibility Only

CH2M will provide and contribute to a feasibility level alternatives analysis for the proposed project. This analysis will focus on an approximate 1.5 mile stretch of the project corridor, specifically assessing the feasibility and potential environmental challenges associated with placing the second parallel track on the north side of the existing track, from Riverside Ave to a point just west of Rialto Ave. This effort will identify, assess, and provide summary text on the likely additional analysis and documentation efforts that would be required, including changes to agency consultation and permitting requirements. These efforts will be provided to Moffatt & Nichol.

Deliverables:

- Draft environmental summary
- Final environmental summary

Assumptions:

- The draft and final summaries will be submitted electronically to Moffatt & Nichol.
- The assessment conducted and summary documentation prepared will be based on a feasibility level of analysis only, and detailed analysis will not be required or conducted.

3.12.2 CEQA/NEPA

CH2M will provide management, analysis, documentation, and coordination activities associated with the required technical reports and environmental approvals. These efforts will be conducted in concert with the anticipated California Environmental Quality Act (CEQA) and National Environmental Policy Act

(NEPA). The anticipated CEQA provision (Article 18) applicable to this project is a Statutory Exemption (Section 15275(a)), Specified Mass Transit Projects. The anticipated NEPA document is a Categorical Exclusion (23 CFR 771.117(c)(18)). As briefly discussed the CEQA/NEPA approvals will be supported by a

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suite of technical studies, as described individually below. The anticipated schedule for completion of the environmental approval efforts, beginning with the Project kick-off meeting, is 12-14 months.

Railroad Safety Training

CH2M team members (6 personnel) will participate in the necessary railroad safety training course to allow for entry into the railroad right-of-way during their corresponding site visits and field work. This applies to the CEQA/NEPA, Natural Resources, Cultural Resources, Geotechnical, Traffic, and Visual Quality analysis efforts.

Deliverables:

- Draft CEQA Statutory Exemption (single sheet – administrative record only)
- Draft NEPA Categorical Exclusion (single sheet approval)
- Draft Continuation Sheets – NEPA only
- Final CEQA Statutory Exemption (single sheet – administrative record only)
- Final NEPA Categorical Exclusion (single sheet approval)
- Final Continuation Sheets – NEPA only
- Draft and Final Documents (5 hard copies and one electronic copy)

Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- Railroad safety training course will be scheduled by SANBAG through the appropriate provider (Metrolink or others).

3.12.3 Archaeological Survey Report (ASR)

CH2M will prepare and ASR covering all required prehistoric and historic archaeological assessments. The technical documentation/report will include, but not be limited to, a regional overview of prehistoric, historic, sensitivity; identification and discussion of the thresholds of significance for evaluating cultural resources; Area of Potential Effect (APE) sensitive literature and record searches; a summary of the mitigation strategies for the Project. All documents will be in accordance with CEQA, NEPA, and any additional pertinent state and local regulations and guidelines.

A complete prehistoric and historic archaeological research assessment and record search will be conducted at the South Central Coastal Information Center (SCCIC). Located on the campus of California State University, Fullerton, the SCCIC is the State of California's official cultural resource records repository for Los Angeles, Orange, and Ventura counties. Additional research will be conducted pertinent to project needs at local repositories including museums and local historical societies. A qualified CH2M cultural resource specialist, along with a second environmental team member for safety purposes, will conduct full field reconnaissance for the length of the project to assess the APE sensitivity. A complete description of background research and field investigation results will be provided in a Phase I Archaeological Survey Inventory Report. CH2M will develop applicable mitigation measures to address any potential impacts to prehistoric and historic resources. In addition, initial Native American contact will be conducted during the report preparation process in accordance with SB18, if required. Historic Building Assessment will be

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conducted based on the results of the record search and the field reconnaissance. The applicable results will be incorporated into the Final ASR Report.

Deliverables:

- Draft ASR Report (5 hard copies and one electronic copy)
- Final ASR Report (5 hard copies and one electronic copy)
- Appendices and record search results will be provided in electronic versions only

Assumptions:

- Field investigation to characterize potential Cultural resources not scoped as part of this phase. It is expected, all field investigation, if necessary, will be conducted during subsequent phases.
- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.

3.12.4 Natural Environmental Study (NES)

A qualified CH2M biologist will perform preliminary surveys to conduct an assessment of biological habitat quality within the project area and its immediate surrounds. The NES will discuss natural communities, as well as individual plant and animal species of concern. The emphasis of this report will be on the ecological function of the natural communities within the area and their biological value to species of concern, as well as the results of field surveys. It will also include information on any regulations relevant to the natural communities and species. The NES will discuss avoidance, minimization and mitigation measures for the potential biological impacts due to the construction of the proposed project. This technical report will be the basis of regulatory agency coordination and permitting efforts.

Deliverables:

- Draft NES Report (5 hard copies and one electronic copy)
- Final NES Report (5 hard copies and one electronic copy)
- Field Investigations and Survey Reports for Species of Concern (electronic copy only)

Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.

3.12.5 Biological Assessment (BA)

Subsequent to the special status species surveys conducted during the NES phase, CH2M will prepare a Biological Assessment (BA) in accordance with Section 7 of the United States Endangered Species Act (ESA). The BA will discuss federally listed plant and animal species and their potential to occur within the project area. A key part of this report will be early and frequent coordination with the US Fish and Wildlife Service

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(Agency meetings referenced under the PDT meetings description above). The BA will be submitted to the USFWS for approval, which will be needed prior to any construction activities.

Deliverables:

- Draft BA (5 hard copies and one electronic copy)
- Final BA (5 hard copies and one electronic copy)
- Field Investigations and Survey Reports associated with the BA efforts (electronic copy only)

Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- Two review cycles with USFWS are also assumed with the CH2M response to comments and document revision efforts occurring in parallel with any needed coordination needed with SANBAG and the Cities Rialto and San Bernardino as the BA is being revised.

3.12.6 Clean Water Act (CWA) Permitting

Due to the potential impacts to jurisdictional waterways, and through the modification of drainage systems, CH2M will begin the necessary steps to obtain Clean Water Act Section 401 (RWQCB) and Section 404 permit (USACE). In order to aid in the permitting process during the PS&E stage of the Project, quarterly meetings (maximum of 2 meetings) with the regulatory agencies will take place. These meetings will assist in the identification of regulatory agency opportunities and challenges, agreed upon methods to address those challenges, reach concurrence on the applicable opportunities, develop a concept mitigation plan (if necessary), and ultimately expedite the permitting application process.

Deliverables:

- Clean Water Act Section 401 Permit Application Package (5 hard copies and one electronic copy)
- Clean Water Act Section 404 Nation Wide Permit Package (5 hard copies and one electronic copy)
- Concept Mitigation Plan (one electronic copy)

Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- Two review cycles with RWQBD and USACE are also assumed with the CH2M response to comments and document revision efforts occurring in parallel with any needed coordination needed with SANBAG and the Cities Rialto and San Bernardino as the permitting packages are being revised.

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3.12.7 Visual Impact Assessment (VIA) Technical Memorandum

CH2M will prepare a VIA technical memorandum based on the proposed improvements consisting primarily of a second track that will be built at-grade parallel and within the existing rail right-of-way in a developed urban area. A simple level of visual analysis is anticipated with the exception of the Rialto Station area where a second platform will be added and connected to the existing platform by means of either an at-grade crossing, an underground crossing, or an elevated crossing. The visual changes brought about by these improvements would be more substantial and will require a full level of evaluation to provide an understanding of the visual implications.

The analysis of the project's visual effects will be conducted in compliance with the requirements of the visual impact assessment methodology developed by the Federal Highway Administration (FHWA) in a technical memorandum format.

Project Initiation

To initiate the project, CH2M HILL and M&N, will meet with City staff to discuss any aesthetic issues related to the project that are important to the city. CH2M HILL will also set up its internal infrastructure for the project, including project instructions and health and safety plan, final work plan, and schedule.

Site Visit

CH2M HILL will gather data provided by the engineering team to create a project area map to guide its field investigations. This map will be prepared on an air photo base on which all proposed project features have been indicated. One CH2M HILL visual specialist will visit the project area to check existing conditions and photograph views that are representative and that are potentially sensitive to the visual changes. After the field visit, the field observations and photographs will be reviewed, Key Observation Points (KOP) will be selected to use as the basis for the analysis, and a single photograph will be selected for preparation of the simulations of the three proposed pedestrian crossings at the Rialto Station between the existing platform and the proposed new platform on the other side of the tracks.

Prepare Simulations

CH2M HILL's visual simulation specialist will obtain the CAD 3-D models of the alternative crossing structures as well as a description of exterior colors and finishes from SANBAG and the City of Rialto, along with the GIS data needed for preparation of the simulations. A single simulation for each of the three alternative crossing designs will be prepared according to the efforts described above and also based on the input from the project team, including the City of Rialto and Metrolink.

Evaluate Visual Changes Using VIA Rating Sheets

Following the preparation of the simulations, CH2M HILL will evaluate the existing visual conditions and the with-project visual conditions from each of the KOPs using the FHWA visual quality rating sheets. For the view toward the proposed pedestrian crossing a comparison of the photograph of the existing view with the simulations depicting the view as would appear under the three different scenarios for the pedestrian crossing of the tracks will be used as the basis for determining the degree change to the existing visual character and quality of each view of the view under each of the crossing alternatives.

Prepare Technical Memorandum

CH2M HILL will prepare a brief technical memorandum that documents the changes the currently proposed project would make to existing visual conditions and which compares those visual changes.

Lilac to Rancho

DOUBLE TRACK ADDITION PROJECT

Deliverables:

- Draft Technical Memo (5 hard copies and one electronic copy)
- Final Technical Memo (5 hard copies and one electronic copy)
- Visual Rating Sheets and Photo Inventory (electronic copy)

Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- CH2M HILL will be provided with a 3-D model that provides sufficient detail to permit development of simulations of the views of the proposed pedestrian crossing at the Rialto Station without the need for additional model development activity.
- CH2M HILL will be provided with information on the colors and surface treatments of any crossing structures that are proposed and other design details that will permit accurate and complete rendering of their appearance.
- CH2M HILL will be provided with an air photo of the project area and with project area GIS data that will support the simulation effort and that will provide a basis for efficient preparation of the field map and the map figure that will be a part of the technical report.
- Meetings with City of Rialto will be restricted to a parallel discussion during a regularly scheduled PDT meeting

3.12.8 Air Quality and Greenhouse Gases

CH2M will conduct an air quality analysis and evaluate whether the project meet the regional and project level conformity requirements. CO “hot spot” analysis will be performed to determine the localized effects of vehicle emissions from affected intersections. A qualitative CO analysis will be conducted following the Caltrans guidance document, Transportation Project-level Carbon Monoxide Protocol (Institute of Transportation Studies, U.C. Davis, December 1997). Localized PM10 and PM2.5 hot spot analysis will follow the latest FHWA and EPA’s guidance. It is assumed that the project will not be of air quality concern. The analysis will include qualitative discussions using traffic data, and a quantitative PM10/PM2.5 dispersion modeling analysis will not be required.

A qualitative mobile source air toxics (MSAT) analysis will be performed following FHWA’s 2012 Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA Documents.

Climate change impacts due to project emissions of greenhouse gases (GHG) will be discussed. A qualitative discussion of project adaptation to the effects of climate change will be included in the analysis.

Short-term air quality impacts from construction will be evaluated qualitatively based on project construction schedule and activities. Emission reduction/minimization measures that will be implemented by the project will be discussed.

Deliverables:

- Draft Air Quality and GHG Technical Report (5 hard copies and one electronic copy)
- Final Air Quality and GHG Technical Report (5 hard copies and one electronic copy)

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Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- The project will not trigger quantitative CO hot spot modeling analysis.
- The project will not trigger quantitative PM10/PM2.5 hot spot modeling analysis.
- Short-term construction emissions will not be quantified.
- GHG/climate change discussion will be qualitative, GHG emissions from construction and operation of the project will not be quantified.

3.12.9 Water Quality

CH2M will perform a stormwater management review for the Lilac to Rancho Double Track Addition Project and develop a Water Quality Management Plan (WQMP). As part of the stormwater management review, CH2M will conduct a project evaluation, site design, and Best Management Practice (BMP) selection and evaluation, consistent with the Technical Guidance Document for Water Quality Management Plans, approved by the Regional Board on June 21, 2013. CH2M will not be responsible for the overall drainage design of the project, which will be prepared by Moffatt & Nichol. CH2M will coordinate with Moffatt & Nichol to identify locations for Low Impact Development (LID) BMPs. LID BMPs will be incorporated into the project to preserve the pre-development hydrology of the project site to the maximum extent practicable (MEP).

CH2M will assess site conditions, identify pollutants of concern, determine Hydrologic Conditions of Concern (HCOC), and identify requirements associated with a regional watershed or local jurisdiction that may affect project planning. CH2M will establish performance criteria as the basis for determining the extent of LID and hydro-modification BMPs needed for the project. Using the information developed, LID practices will be selected and evaluated to meet the minimum performance criteria feasible. Source control BMPs will also be incorporated in the project to reduce the potential for stormwater runoff and pollutants from coming into contact with one another. Lastly, post-construction requirements for operation and maintenance of BMPs will be incorporated into the Project WQMP.

A Preliminary WQMP will be submitted early in the project development process to the Cities of Rialto and San Bernardino for review. A Final WQMP will be submitted to fully address site design measures, LID BMPs, hydro-modification controls, source control BMPs, and treatment control BMPs to address pollutants or hydrologic conditions of concern.

Deliverables:

- Draft WQMP (5 hard copies and one electronic copy)
- Final WQMP (5 hard copies and one electronic copy)

Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle

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- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- CH2M will rely on Moffatt-Nichol for any reports related to drainage, hydrology, and hydraulics.
- Moffatt-Nichol will prepare conceptual drainage plans showing locations of all proposed BMPs for inclusion in the Water Quality Management Plan.
- Direct coordination with Moffatt & Nichol regarding their drainage and hydrology/hydraulic analysis will be conducted, including incorporation of the relevant information/results from those efforts into the WQMP.
- The WQMP and corresponding analysis will rely upon and incorporate the drainage area delineation, pre and post-development hydrology assessment, and BMP analysis conducted as part of Moffatt & Nichol's analysis. No hydromodification impacts/effects are anticipated. Moffatt & Nichol will prepare the site plan and drainage plan sheet set for inclusion in the WQMP.
- Water quality management analysis will be limited to new impervious areas associated with the new station platform and for the potential pedestrian undercrossing areas.
- Outside of the new platform and potential undercrossing no additional impervious areas will be introduced and a stormwater management review will not be performed for the remainder of the project corridor.
- The preparation of a SWPPP will not be required. Construction site BMPs will not be proposed in the WQMP.
- The analysis and documentation efforts associated with the WQMP will require one field visit to the project site and water quality personnel will be required to attend one meeting in person associated with this project.

3.12.10 Paleontology

CH2M will conduct a paleontological resources inventory review in support of the environmental analysis and documentation efforts. The literature and record search will include technical documentation and reviews of the geology within one mile of the right-of-way, paleontological finds within those geological units, and an evaluation of the paleontological sensitivity of those units; identification and discussion of the thresholds of significance for evaluating paleontological resources, a summary of the mitigation strategies for the Project. All documents will be in accordance with CEQA, NEPA, and any additional pertinent state and local regulations and guidelines.

Coordination with the engineering team to determine which project components have the potential to affect paleontological resources will be important to the successful completion of this task. An inventory review will be requested from both the Los Angeles County Museum of Natural History (LACM) and the San Bernardino County Museum of Natural History (SBNHM). This will require providing each institution with a map of the Project ROW. These institutions are the local repositories for fossil records found in the Project area, and their inventory reviews will be integrated into the final Paleontological Resources Inventory Review. A field survey will not be conducted as part of the inventory review; if a field survey is required it will take place during drafting of the Paleontological Resources Monitoring and Mitigation Plan. A summary of the affected geology and paleontology will be provided in the Paleontological Resources Inventory Review. CH2M will develop mitigation measures to address potential impacts to paleontological resources.

Deliverables:

- Draft Paleontological Resources Inventory Review (5 hard copies and one electronic copy)
- Final Paleontological Resources Inventory Review (5 hard copies and one electronic copy)

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Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- Field investigation will not be required.
- The LACM and SDNHM can deliver inventory reviews in a timely manner within 4 weeks of the request being lodged.
- Several references will need to be purchased at SANBAG's expense (approximately \$160)

3.12.11 Phase 1 – Initial Site Assessment

Ninyo & Moore, as a fully integrated member of the consultant team, will provide hazardous materials environmental consulting services for the Project. The ISA will be to evaluate whether hazardous materials or other adverse environmental conditions are present due to past or present use of the site and/or properties in the project site vicinity. The ISA will be generally consistent with applicable sections of the ASTM International (ASTM) 2013 guidance (Designation Number E-1527-13), the United States Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI), with Chapter 18 of the State of California Department of Transportation Project Development Procedures Manual, and with Attachment A Task 3 of the RFP. Because the ASTM and AAI standards were established to provide innocent landowner liability protection under Comprehensive Environmental Response, Compensation, and Liability Act for the purchaser of a property, and because this project does not involve a purchase transaction, the applicability of the ASTM/AAI standards will be limited.

The ISA will include the following tasks:

- A site visit to visually evaluate site characteristics for possible contaminated surface soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls, and possible risks of site contamination from activities at the site.
- Properties within and adjoining the project site will be visually evaluated from public rights-of-way, only.
- A site vicinity reconnaissance to evaluate characteristics of adjacent properties for possible environmental influences on the site.
- A review of a computerized database search of readily available government and regulatory agency environmental lists for the site and for properties located within approximately $\frac{1}{4}$ mile of the project site. The objective of the database search will be to evaluate locations where hazardous materials may have been used or stored and their possible effects on the site.
- On-site properties of possible concern will be further evaluated by requesting and reviewing readily available environmental documents for these properties from regulatory agencies, or by interviewing regulatory agency personnel.
- Locations of properties of concern will be shown on maps of the site vicinity.
- Review State of California, Department of Conservation, Division of Oil, Gas, and Geothermal Resources oil field maps and review of information provided by the California State Fire Marshal regarding oil and natural gas pipelines.
- Review of site and adjacent historical land use to provide an overview of past uses that likely involved the use or storage of hazardous materials. Ninyo & Moore will attempt to note historical

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site uses involving the use or storage of hazardous materials from the time when the site was undeveloped.

- Prepare an ISA report. The report will document work scope findings and provide a discussion of findings, conclusions, and recommendations regarding the current environmental condition of the site and recommendations for additional assessment, as appropriate.

The ISA is a screening-level historical study evaluating the current and past uses of the site and potential impacts from hazardous materials. Depending on the results of the ISA, additional subsurface evaluation may be recommended for adverse environmental conditions that are not and cannot be known at this time.

Deliverables:

- Draft Phase 1 ISA (5 hard copies and one electronic copy)
- Final Phase 1 ISA (5 hard copies and one electronic copy)
- Record Search Appendix (electronic copy only)

Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- Information that will be used to review the site history will include readily available historical aerial photographs, Sanborn Maps, and historic United States Geological Survey Topographic Maps.
- The draft and final reports will be presented in an appropriate format consistent with reports prepared by Ninyo & Moore for similar projects in California.
- Subsurface sampling or analysis is not anticipated in this scope.
- Copies of title and lease records, maps and reports pertaining to the site will be provided by the SANBAG.
- Assuming that there are no delays due to inclement weather or acquisition of existing data and reports, we anticipate the draft ISA report will take approximately six weeks to complete.
- Scope of work includes review of up to three agency files for site properties.
- Scope of work does not include review of files for off-site properties.

3.12.12 Noise and Vibration

ATS Consulting as an integral member of the consultant team will provide noise and vibration analysis and documentation. The approach for the noise and vibration studies will document the existing noise and vibration levels, assess the future noise and vibration levels with the second track, recommend mitigation measures where the predicted levels exceed the FRA impact thresholds, and explore the feasibility of incorporating, as part of the project, supplementary noise and vibration control measures for areas already experiencing unusually high noise levels due to train horns, locomotive noise and vibration, or other noise sources related to rail operations within the Project Corridor.

Potential for increased noise and vibration could be critical issues for this project. The increases could come from the second track being located closer to sensitive receivers, from an increase in train frequency that would, indirectly, result in noise increases, or from higher train speeds. The existing noise levels adjacent to the tracks are likely to be relatively high as a result of sounding the train horns before at-grade crossings. Because the FRA noise impact criteria allow for only a small increase in noise levels where existing levels are relatively high (less than 1 dBA in some cases), there is some potential that this project would result in a

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significant number of noise impacts. The best strategy that will be employed for addressing the potential community concern and the potential for noise impacts involves careful documentation of existing conditions and development of noise predictions that accurately account for changes in the corridor.

The approach used for this project is summarized in the following tasks:

- Identify Sensitive Receivers and Develop Measurement Plan. This task will include visits to the project area to identify sensitive receivers and review of project plans and Google Earth to determine receiver distances from the existing single track and the future second track. Based on the sensitivities identified, a plan for noise and vibration measurements will be developed that will provide an accurate picture of existing conditions in the project corridor.
- Perform Noise and Vibration Measurements. Noise and vibration measurements will be performed at up to ten locations in the corridor using both long-term (24 hours minimum) measurements for residential receptors and short-term measurements (1 hour minimum) for other land uses. The measurement results will be analyzed to determine the typical noise and vibration levels for the existing train traffic in the project corridor along with the existing background noise levels from automotive traffic and other community noise sources.
- Development Prediction Model and Predict Future Noise and Vibration Levels at Sensitive Receivers. The predictions will be based on the measurement results and standard prediction equations provided in the FRA guidance manual (*High-Speed Ground Transportation Noise and Vibration Impact Assessment*, September 2012) and the FRA guidance manual (*Transit Transportation Noise and Vibration Impact Assessment*, May 2006). The predictions will account for all changes resulting from the project that could cause changes in the noise and vibration levels. This could include changes in train volumes, changes in the operating conditions (e.g. higher speeds or longer trains), and changes in distances to the two tracks.
- Identify Potential Impacts and Develop Mitigation Recommendations. The FRA impact criteria will be utilized to identify potential impacts and identify mitigation measures that will reduce the predicted levels to below the impact threshold. This task will include considering the feasibility of incorporating, as part of the project, noise and vibration control measures for areas that are currently experiencing relatively high noise and vibration levels.
- Reporting. The results of the measurements, analysis, impact assessment and recommended mitigation measures will be documented in a technical report.

Deliverables:

- Draft Noise and Vibration Technical Report (5 hard copies and one electronic copy)
- Final Noise and Vibration Technical Report (5 hard copies and one electronic copy)
- Detailed Modeling Appendices (electronic copy only)

Assumptions:

- At the initiation of the analysis process, the design of the project will be fixed and there will be no changes to project design.
- One concurrent review submittal to SANBAG and the Cities of Rialto and San Bernardino are assumed with a single consolidated set of comments provided by SANBAG
- The formal cycle will include a clean-up finalization cycle
- Also assumed time to resolve any conflicts between the comments received: 1 conference call, and 1 follow up electronic concurrence.
- The scope of services and fee estimate allows for attending up to two community meetings to present results of the noise and vibration studies.

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EXHIBIT B

Wagner - Survey and Mapping Scope of Work

3.1.1 Survey Control

The CONSULTANT will utilize and extend the existing SANBAG geodetic survey control network established for the Downtown San Bernardino Passenger Rail Project as shown on recorded surveys for this project.

Differential leveling - a one-way digital level run will be conducted from the existing survey control network at the historic San Bernardino Santa Fe Depot in a general westerly direction along the San Gabriel Subdivision the length of the project (MP52.1 to MP55.3) in order to establish with certainty precise control station elevations at each of the crossing streets and to verify both the City of San Bernardino and the City of Rialto local benchmark systems.

DELIVERABLES: Survey Control Drawing sheet (to be included in the plan set and at a minimum will show the following:

- Basis of Bearings and Coordinates;
- The primary benchmark(s) for the Project;
- The primary control stations from the overall SANBAG corridor network;
- Secondary control stations set for supplemental design surveys;
- The aerial control (HV) targets that were utilized for the aerial mapping for the Project and the rail alignments and stations.

3.1.2 Aerial Topographic Mapping and Digital Imagery

The CONSULTANT will fly the 3-mile corridor from Lytle Creek Channel (MP55.63) on the east and terminate on the west at Cactus Avenue (MP52.1) and will obtain the following:

- Aerial Photography, Planimetric And Topographic Data Compilation;
- Digital terrain model (DTM); Provide high-accuracy ground control, for design-level photogrammetry;
- Provide aerial stereo photography for a 400-foot wide strip centered on the main track to support map scales of 1-inch =40-foot and a 1-foot contour interval;

DELIVERABLES: Aerial Photography, Planimetric and Topographic Data Compilation, including

- Compile digital aerial topographic map with planimetric and vertical contour data for a 400-foot wide strip centered on the main track to meet National Map Accuracy and ASPRS standards for 40 scale, one-foot contour interval mapping;
- Prepare a color digital ortho photo strip map 800-feet wide at approximate scale of 0.25 feet per pixel resolution.

3.1.3 Supplemental Ground Survey

The CONSULTANT will collect additional supplemental field data at the UPRR overhead bridge (MP54.5) and at the nine (9) at-grade crossings (see below):

- S Cactus Ave (MP52.1);
- S Lilac Ave. (MP52.4);
- S Willow Ave.(MP52.6);
- S Riverside Ave. (MP53.0);

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- S Sycamore Ave. (MP53.1);
- S Acacia Ave. (MP53.4);
- S Eucalyptus Ave. (MP53.6);
- S Pepper Ave. (53.9);
- W Rialto Ave. (MP54.4)

Including the following, but not limited to, centerline, back of walk, sidewalks, top of curb, flow line, lip, driveways, driveway approaches, fences, building FFE's, building corners, parkways, utility markings and utility features. Intervals (will be perpendicular to roadway centerline) and extend a minimum of 120' of each side of the track centerlines (longitudinal to roadway centerline) and will include any readily visible evidence of other existing utility features or mark-outs such as fiber optic lines and miscellaneous items of significance that may not be readily visible from the aerial photography within the existing SCRRA railway.

DELIVERABLES: Survey points and data listed herein will be compiled on drawings and into a database and made available to SANBAG and the Cities.

3.1.4 Rail Right-of-Way Survey

The CONSULTANT will collect field data on the top of rail along the existing mainline, siding, and any industry tracks located within the project limits (MP52.1 to MP55.3) based upon the following general criteria:

- All rail shots must be taken pairs (left and right rail directly opposite from each other);
- On tangents, at an approximate 100-foot interval;
- On curves, at an approximate 50-foot interval;
- For short horizontal curves, the point interval should be reduced so that at least 3 points are taken on the circular portion of the curve;
- At turnouts, typically 9 shots are needed: at switch points (PS – 2 shots), at ½" point of frog (PF – 3 shots), and at the center of the last long tie (LLT – 4 shots);
- Turnout sizes should be measured and determined in the field, then noted in the point descriptions for switch point shots (example description: PS #15); and
- All shots along turnouts should be taken on the common rails.

Other Track Equipment will be surveyed:

- Location and type of compromise joints;
- Location Rail Lubricators;
- Location and type of Derails;
- Location of Insulated Joints;
- Location of Concrete Crossing;
- Location of Crossing Warning Gates and Equipment;
- Location of Signal House/Case; and
- Location and type of Railroad signs.

Other Permanent Obstructions within the right-of-way will be surveyed:

- Manholes;
- Vaults;
- Retaining Walls;
- Drainage Structures (inverts) and Pipes;
- Underground Utility Markers;
- Overhead Wires; and

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- Bridge piers at the UPRR grade separated crossing.

DELIVERABLES: Survey points and data listed herein will be compiled on drawings and into a database and made available to SANBAG and SCRRA.

3.1.5 Supplemental Utility Surveys

The CONSULTANT will collect additional supplemental field data for utilities. This task may include but is not limited to the location of both wet and dry utility manholes and where reasonable and practical may include the measurement of invert data. In addition it may include the location of utility mark-out and/or pothole reference marks form an underground utility locator.

3.1.6 Landnet/Right-of-Way Retracement Survey

The CONSULTANT will research public records for surveys and subdivision maps, field notes and Valuation railroad maps and documents in the near vicinity of the 9 street crossings on the SANBAG corridor. This will include a field survey and office analysis of available evidence and records in order to determine the Railroad right-of-way for the entire project limit. CONSULTANT may rely upon, to the extent practical, a recently recorded SANBAG railroad right-of-way survey recorded as R.S. Book 155, Page 28 through 30 on file with the County of San Bernardino.

DELIVERABLES: A final boundary survey of the railroad Right-of-Way will be developed for use by SANBAG and SCRRA.

3.1.7 Record of Survey (Cactus to Eucalyptus)

A Record of Survey of the complete and final boundary survey of the railroad right-of-way will be prepared. The SANBAG railroad right-of-way survey recorded as R.S. Book 155, Page 28 through 30 on file with the County of San Bernardino will be relied upon as practical.

DELIVERABLES: We will assemble Record of Survey documentation for the railroad Right-of-Way, and submit the documentation to the County of San Bernardino's County Survey office for checking and filing.

Minute Action

AGENDA ITEM: 23

Date: July 6, 2016

Subject:

Agreement with City of Rancho Cucamonga and Creative Housing Associates for Exclusive Negotiations Pertaining to a Transit-Oriented Development at the Rancho Cucamonga Metrolink Station

Recommendation:

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

- A. Approve draft Contract No. 16-1001524, an exclusive negotiating agreement, with the City of Rancho Cucamonga and Creative Housing Associates, to establish the terms and conditions of a financeable development ground lease at the Rancho Cucamonga Metrolink Station.
- B. Authorize the Executive Director or his designee to make changes to the terms of the agreement prior to execution by the Board President as approved by General Counsel.

Background:

In June 2015 the SANBAG Board of Directors approved Contract No. 15-1001271 with the City of Rancho Cucamonga (City) detailing the steps, roles and responsibilities necessary to select a private developer and enter a long-term lease to entitle, construct, and operate a transit-oriented, mixed residential and commercial development on the property located adjacent to the Rancho Cucamonga Metrolink Station (Project). After issuance of a request for qualifications and review of the qualifications submitted, the Review Committee consisting of City and SANBAG staff recommended a follow up interview and investigation of the proposal submitted by Creative Housing Associates (CHA) who is being recommended as the selected developer.

In accordance with Contract No. 15-1001271 final selection of the successful private developer is to be by the Rancho Cucamonga City Council prior to any action taken by SANBAG's Board of Directors to select the developer. Following the final selection of a private developer by the City Council and SANBAG Board of Directors, the plan was for SANBAG, the City, and the selected developer to enter into a development agreement for the entitlement, construction, and operation of the development project. As the proposed selected developer, CHA intends to incur significant costs analyzing and designing the Project, and has requested that the City agree to negotiate on an exclusive basis to establish the terms and conditions of a financeable development ground lease for the property. Contract No. 16-1001524, the Exclusive Negotiation Agreement (ENA), defines the roles and responsibilities among SANBAG, the City, and CHA for the exclusive negotiation of those terms and conditions. The selected development team and LLC partners currently include Creative Housing Associates, Lambert Development and the Gluckstein Family Investments/Apex Realty Inc.

Entity: CTC

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The City will be the lead on the negotiations and SANBAG will support their efforts through an oversight and approval role as it relates to impacts on rail operations and agreements related to the use of the land. The term of the ENA is eighteen months which may be extended by the mutual written agreement of the developer and the City Manager for up to two additional three (3) month periods. Subsequent to the ENA period it is anticipated SANBAG and the City will enter into a Development Agreement with the selected developer for the entitlement, construction, and operation of the development project. It is also anticipated that a separate agreement between SANBAG and the City will be developed for overall management of the ground lease.

While the details of the land use requirements will not be provided until a later date, certain criteria as it relates to Metrolink were included in the initial agreement between SANBAG and the City. These include at a minimum, maintaining parking spaces for the Metrolink riders and ensuring the necessary right-of-way is maintained for existing and future rail operations. In accordance with Contract No. 93-050, approved by the SANBAG and the City in 1993, SANBAG and the City shall hold in title as tenants in common the non-operating property at the Rancho Cucamonga Metrolink Station.

Although it is not anticipated SANBAG will incur costs associated with its oversight and approval role identified in the ENA, the ENA does allow for SANBAG to be reimbursed for costs should they occur. Should costs be incurred a budget amendment will be required to add the revenue source to the approved budget.

Financial Impact:

This item is consistent with the SANBAG Fiscal Year 2016/2017 Budget. A future budget amendment may be needed if SANBAG incurs reimbursable costs.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. SANBAG General Counsel has reviewed this item and the draft contract.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001524 Amendment No.: _____ Vendor No.: 01755 & TBD
 Vendor/Customer Name: City of Rancho Cucamonga & CHA/TBD Sole Source? Yes No
 Description: Exclusive Negotiating Agreement for the Rancho Cucamonga Metrolink Station TOD
 Start Date: 7/6/2016 Expiration Date: 5/31/2018 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 25,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 25,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 25,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve Contract No. 16-1001524 & Authorize Ex Dir to make changes.

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

X Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Carrie Schindler

Attachment: Contract Summary Sheet (2930 : Rancho Cucamonga Metrolink Station TOD ENA)

**EXCLUSIVE NEGOTIATING AGREEMENT FOR A TRANSIT-ORIENTED
DEVELOPMENT AT THE RANCHO CUCAMONGA METROLINK STATION**

This EXCLUSIVE NEGOTIATING AGREEMENT (“ENA”) is dated as of July 1, 2016, and is entered into by and among the CITY OF RANCHO CUCAMONGA, a municipal corporation (the “City”), SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION (“SANBAG”) and CREATIVE HOUSING ASSOCIATES, LLC, a California limited liability company (the “Developer”). The City and SANBAG are collectively referred to herein as the “Owner”. The Owner and Developer are sometimes individually referred to herein as a “Party” and are sometimes collectively referred to herein as the “Parties.”

R E C I T A L S

A. The Owner owns the land in the City of Rancho Cucamonga, California that is described on Exhibit “A” (the Property”).

B. On or about September 21, 2015, the City issued a Request for Qualifications (the “RFQ”) for development of the Property. The Owner reviewed the responses to the RFQ. Developer responded to the RFQ, submitted supplemental information at the request of the Owner, and subsequently was interviewed by the Owner.

C. Following the aforementioned review by the Owner of Developer’s capabilities and Developer’s concepts for future use of the Property, the Owner has received a proposal from Developer for the development of an integrated mixed use development (the “Project”) on the Property.

D. Developer intends to incur significant costs analyzing the Property and designing the Project, and Developer has therefore requested that the Owner agree to negotiate with Developer on an exclusive basis to establish the terms and conditions of a financeable development ground lease (the “Ground Lease”) for the Property and a statutory development agreement (the “Development Agreement”) governing development of the Property.

E. It is anticipated that during the term of this ENA, Owner staff and consultants and attorneys of the Owner will devote substantial time and effort in meeting with Developer and its representatives and consultants, reviewing proposals, plans and reports, negotiating and preparing the Ground Lease and the Development Agreement, obtaining consultant advice and reports (possibly including an appraisal), and complying with the California Environmental Quality Act (“CEQA”).

NOW, THEREFORE, the Parties hereto agree as follows:

1. The term of this ENA shall commence on the date hereof and shall end on the earlier of: (i) the date that is one year and six months after the date of this ENA, as may be extended by the City Manager as set forth below under this Section 1, or (ii) the date on which the City or Developer terminates this ENA as provided in Section 2 below (in either case, the “ENA Period”). Provided that neither Party has terminated this ENA pursuant to Section 2 below, the ENA Period shall be extended by the City Manager, in writing, at the written request of Developer, for up to two additional three (3) month periods; provided, however, that: (i) the

Developer is not then in material default under this ENA (following notice to Developer and expiration of cure periods in accordance with Section 3 below), (ii) there are no material issues remaining to be resolved with respect to the Ground Lease or the Development Agreement; and (iii) the applicable extension is necessary to complete the CEQA Documents (as defined in Section 8 below) and then submit the Ground Lease and Development Agreement to the City Council and SANBAG Board for consideration.

2. City is hereby authorized to negotiate exclusively with Developer on behalf of Owner; however, City will regularly communicate and consult with SANBAG regarding the negotiations, and SANBAG will retain rights to oversight as it relates to impacts on rail operations and to prior review and approval of the Ground Lease, Development Agreement, and any and all other agreements or instruments related to the use or development of the Property. The City is also designated as the “lead agency” for purposes of compliance with CEQA.

3. The Owner may terminate this ENA if Developer should fail to comply with or perform any provisions of this ENA and such failure is not cured within ten (10) business days after written notice from the City Manager to Developer, or if substantial progress is not being made in negotiations hereunder as determined by the City Manager in good faith. Developer may terminate this ENA by written notice to Owner if the Developer determines, in its sole discretion, that it does not wish to pursue the Project further.

4. During the ENA Period (as extended under Section 1 above, if applicable), the Owner shall not negotiate with any person or entity other than the Developer for the sale, lease, use or development of the Property.

5. The Project must include the features/elements described on Exhibit “B” attached hereto. Developer may revise those features and/or elements in response to changes in material conditions or to information discovered during the ENA Period, subject to providing notice to the Owner of any such changes. Developer shall deliver the materials and information identified on Attachment No. 1 attached hereto to the City within the times set forth on Attachment No. 1. Within ten (10) days after each calendar month during the ENA Period (as extended under Section 1 above, if applicable), Developer shall provide a written report to the City describing in reasonable detail Developer’s activities with respect to the Project during such calendar month.

6. During the ENA Period, the City shall use good faith efforts to complete (or cause to be completed) the tasks set forth in Attachment No. 2 attached hereto.

7. Developer shall reimburse the Owner for its actual out-of-pocket costs and expenses (including legal fees and costs) incurred in preparing this ENA and fulfilling its obligations under this ENA, including, but not limited to: (i) the costs of negotiating and preparing the Ground Lease and Development Agreement; and (ii) the costs of appraisals, economic consultants and the like used by Owner to evaluate the Project, proposed transaction terms, and/or Ground Lease (collectively, the “Reimbursable Costs”). Prior to executing any consultant contracts incurring any costs in connection with this ENA or the Project, the Owner shall first submit any such contracts and related proposals and cost estimates to Developer for

Developer's prior written approval, not to be unreasonably withheld. Concurrently with its execution of this ENA, Developer shall deposit with the City the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Reimbursement Funds"). The Reimbursement Funds may be used and applied from time to time by the City to pay or reimburse itself and SANBAG for Reimbursable Costs not otherwise paid or reimbursed by Developer. As between the City and SANBAG, SANBAG shall submit its requests for reimbursement to City, and shall provide such documentation as City may reasonably request for purposes of replenishment of the Reimbursement Funds from Developer hereunder. Developer shall deposit with the City funds sufficient to replenish the Reimbursement Funds held by City within ten (10) days after written demand by the City Manager. The City shall provide Developer with a monthly accounting identifying in reasonable detail the Reimbursable Costs to which Reimbursement Funds have been applied. Any Reimbursement Funds not applied shall be delivered to the Developer (along with a final accounting of the City's application of the Reimbursement Funds) within thirty (30) business days after the earlier of: (i) the execution of the Ground Lease by the Parties, or (ii) the expiration or earlier termination of this ENA. The provisions of this Section shall survive the expiration or earlier termination of this ENA, to the extent that the Owner has incurred actual Reimbursable Costs for which there are insufficient Reimbursement Funds then on deposit with the City, and provided that the Owner shall not enter into any further agreements or incur any further costs for which Developer is responsible subsequent to termination or expiration of this ENA. Notwithstanding anything to the contrary in this ENA, express or implied, the City shall have the right in its sole and absolute discretion to cease evaluation of submittals relating to the Project, stop any other staff work and/or work of its consultants and stop negotiating or discussing the Project, Ground Lease and Development Agreement, in the event that the City Manager determines that the sums then on deposit with City are not clearly sufficient to pay for all of the projected/established Reimbursable Costs projected/estimated in good faith by the City Manager and Developer has failed to replenish the Reimbursement Funds within the time specified herein following written notice by the City in accordance with Section 3 above.

8. The City and Developer acknowledge that all applicable requirements of CEQA must be met in order for City to approve Project entitlements and enter into the Development Agreement and for the Owner to approve and enter into the Ground Lease, and that this may require an environmental impact report and/or other reports and analyses for CEQA purposes (collectively, the "CEQA Documents"). Developer will, at its cost, fully cooperate with the City in the City's preparation of the CEQA Documents. The City will consult with Developer prior to engaging any consultant to prepare any of the CEQA Documents.

9. Developer shall bear all costs and expenses of any and all title, environmental, physical, engineering, financial, and feasibility investigations, reports and analyses and other analyses or activities performed by or for Developer. Promptly upon commencement of the ENA Period, the Owner shall deliver to Developer complete copies of any and all material non-privileged reports and other material non-privileged documents pertaining to the Property which are in Owner's possession, at no cost to Developer other than the actual cost (if any) of duplicating such documents. Additionally, the City shall, if required to obtain financing (including grant funds), cooperate with the Developer in good faith, but at no cost or liability to Owner, in executing reasonable financing applications; however, the foregoing shall not be construed to require Owner to otherwise help Developer obtain any grants or financing.

10. The Developer and the Owner understand and agree that neither Party is under any obligation whatsoever to enter into a Ground Lease or Development Agreement, and that notwithstanding its approval of this ENA, the Owner shall have the right to disapprove any proposed Ground Lease or Development Agreement in its sole and absolute discretion, and in that regard, Developer hereby expressly agrees that the Owner shall not be bound by any implied covenant of good faith and fair dealing in connection with such approval or disapproval of any proposed Ground Lease or Development Agreement. In the event of the expiration or earlier termination of this ENA, the Owner shall be free to negotiate with any persons or entities with respect to the Property. No consents, approvals, comments or discussions by staff shall diminish, affect or waive: (i) rights of the Owner to later impose conditions and requirements under CEQA; (ii) the right of the Owner not to approve the Ground Lease or Development Agreement; or (iii) the Owner's other governmental rights, powers and obligations.

11. Developer shall indemnify, defend, and hold the Owner and Owner's respective officers, directors, members, employees, agents, contractors and affiliated entities harmless from any and all claims, liabilities, damages, costs and expenses relating to or arising out of this ENA, Developer's failure to perform any obligation of Developer under this ENA, or any challenges to this ENA, the Ground Lease or the Development Agreement (based on CEQA noncompliance or otherwise). Developer's obligations under the preceding sentence shall survive the expiration or earlier termination of this ENA.

12. Developer represents and warrants that its undertakings pursuant to this ENA are for the purpose of development of the Property and not for speculation in land, and Developer recognizes that, in view of the importance of the development of the Property to the general welfare of the community, the qualifications and identity of Developer and its principals are of particular concern to Owner; therefore, this ENA may not be assigned by Developer without the prior express written consent of the City Manager in his sole and absolute discretion. However, the City acknowledges that Developer may form a new entity to be the Developer entity that will be party to the Ground Lease, and such new entity may assign the Ground Lease to another such new entity, provided that each such new entity is controlled and majority-owned by members of the current Developer entity, and/or may add additional members to such new entity or the current Developer entity, or any subsequently formed new entity, and Developer shall have the right to do so without approval of the Owner, provided (A) that Developer first provides the Owner with (i) reasonable documentation of the financial capability of the new or reconstituted Developer entity to perform its obligations under this ENA and (ii) a copy of all the new entity's organizational documents and any amendments thereto; and (B) Creative Housing Associates remains in control of, and a material owner of, Developer or such new entity, as shown by the new entity's organizational documents and any amendments thereto.

13. Any notice, request, approval or other communication to be provided by one Party to the other shall be in writing and provided by certified mail, return receipt requested, or a reputable overnight delivery service (such as Federal Express) and addressed as follows:

If to the Developer:

Creative Housing Associates
8800 Venice Blvd, Suite 316

Los Angeles, CA 90024
Attn: Michael Dieden

If to the City:

City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730
Attn: City Manager

If to SANBAG:

San Bernardino Associated Governments
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Carrie Schindler, Director of Transit and Rail

Notices shall be deemed delivered: (i) if sent by certified mail, then upon the date of delivery or attempted delivery shown on the return receipt; or (ii) if delivered by overnight delivery service, then one (1) business day after delivery to the service as shown by records of the service.

14. This ENA constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the Parties and no representations by either Party to the other as an inducement to enter into this ENA, except as may be expressly set forth herein, and any and all prior discussions and negotiations between the Parties are superseded by this ENA.

15. This ENA may not be altered, amended or modified except by a writing duly authorized and executed by all Parties.

16. No provision of this ENA may be waived except by an express written waiver duly authorized and executed by the waiving Party.

17. If any Party should bring any legal action or proceeding relating to this agreement or to enforce any provision hereof, or if the Parties agree to arbitration or mediation relating to this ENA, the Party in whose favor a judgment or decision is rendered shall be entitled to recover reasonable attorneys' fees and expenses from the other. The Parties agree that any legal action or proceeding or agreed-upon arbitration or mediation shall be filed in and shall occur in the County of San Bernardino.

18. The interpretation and enforcement of this ENA shall be governed by the laws of the State of California.

19. Time is of the essence of each and every provision hereof in which time is a factor.

20. This ENA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same ENA.

21. All Exhibits and Attachments referenced herein and attached hereto are incorporated herein in their entirety.

22. All Parties represent that the persons executing this ENA are authorized to act on their respective behalves.

23. Executed counterparts of this ENA may be delivered electronically by email to: john.gillison@cityofrc.us (for the Owner), and mdieden@challc.com (for the Developer).

IN WITNESS WHEREOF, the Parties hereto have executed this ENA as of the day and year first written above.

OWNER:

CITY OF RANCHO CUCAMONGA

By: _____
John Gillison, City Manager

DEVELOPER:

CREATIVE HOUSING ASSOCIATES, LLC,
a California limited liability company

By: _____
Michael Dieden
Managing Member

Attest:

_____, City Clerk

Approved as to Form:

Bruce Galloway of Richards, Watson &
Gershon, Counsel to City

SAN BERNARDINO ASSOCIATED
GOVERNMENTS COUNTY
TRANSPORTATION COMMISSION

By: _____
Print Name: _____
Title: _____

Approved as to Form:

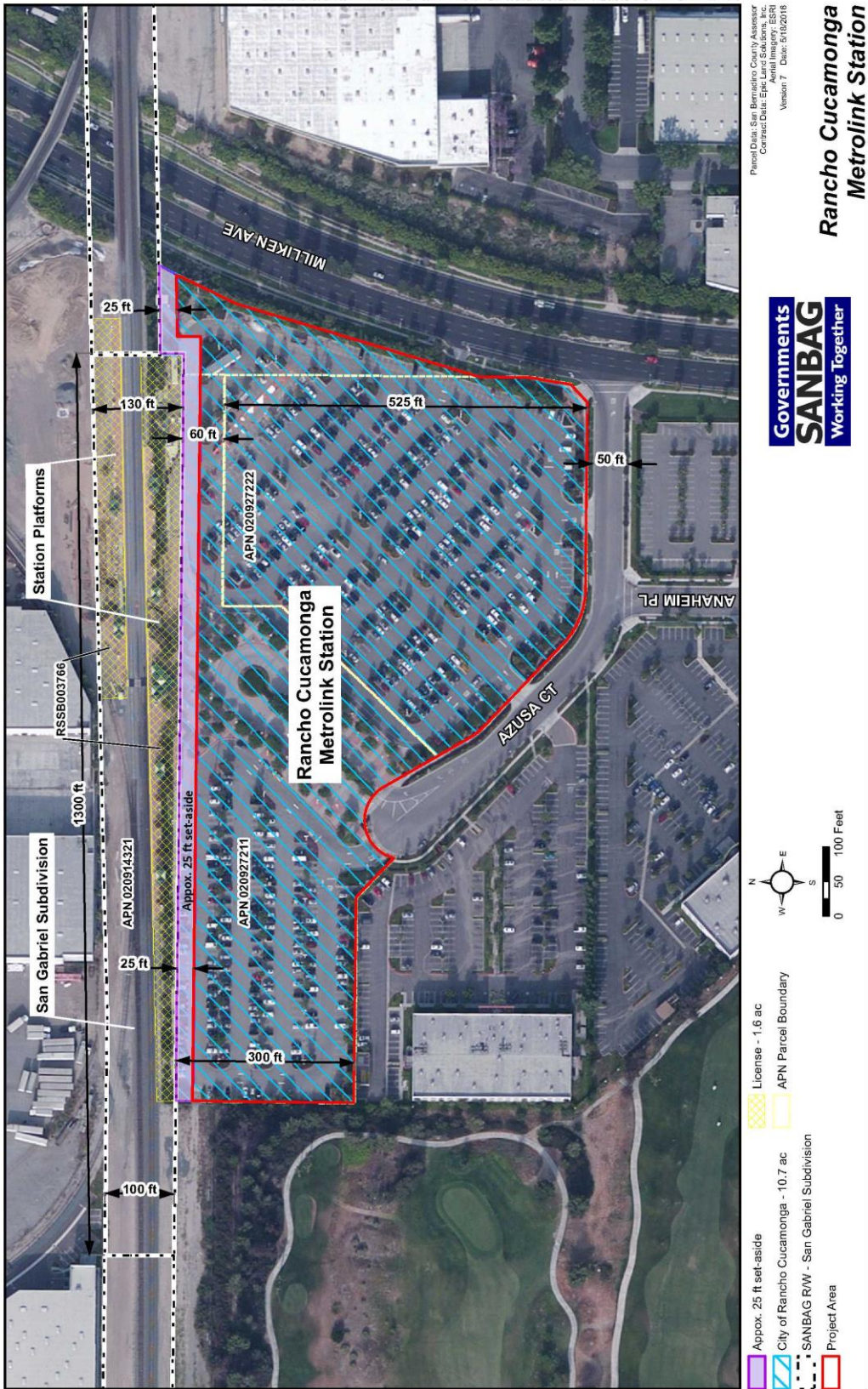
_____, SANBAG
Legal Counsel

Attachment: SB_Sanbag ENA with CHA (2) (2930 : Rancho Cucamonga Metrolink Station TOD ENA)

EXHIBIT "A"
DESCRIPTION OF PROPERTY

(Attached.)

Attachment: SB_Sanbag ENA with CHA (2) (2930 : Rancho Cucamonga Metrolink Station TOD ENA)



Governments
SANBAG
 Working Together

**Rancho Cucamonga
 Metrolink Station**

DRAFT

EXHIBIT "B"

REQUIRED PROJECT FEATURES/ELEMENTS

(Attached.)

Attachment: SB_Sanbag ENA with CHA (2) (2930 : Rancho Cucamonga Metrolink Station TOD ENA)

Exhibit "B"
Page 1 of 5

Project Concept: A multi-modal transit village combining residential and commercial (retail, entertainment restaurant) uses surrounding a public plaza that creates a sense of place and engagement, thereby intended to attract Metrolink commuters, Empire Lakes and Project residents, and also patrons from throughout the Inland Empire. Developer shall have some limited, reasonable flexibility provided Developer shows by reasonable evidence delivered to Owner that a design feature herein must be altered; however, stated minimums described below may not be reduced and features described below may not be eliminated (unless otherwise agreed in writing by Owner).

- Developer will offer a variety of different housing types at diverse price points (sale and rental) and at various densities, but there shall be a minimum of 200 dwelling units, to be located on the residential land depicted on the preliminary site plan delivered by Developer and tentatively approved by Owner in accordance with Paragraph 1 of Attachment No. 1.
- It is anticipated a certain number of the residential units will be offered at affordable rates, to be agreed upon between the Parties.
- The retail/commercial uses may include dining, commercial office space, and a cinema. There shall be a minimum of fifteen thousand (15,000) useable square feet of retail and commercial service uses.
- A parking program will be agreed upon by the City and Developer under which the parking will be sustainable both economically and environmentally and may include a fully automated parking structure.
- The Project will prioritize the pedestrian experience, with buildings and spaces designed to be inviting to pedestrians, cyclists and motorists.
- The Project will provide convenient access to parking and the train platform for Metrolink riders. The rail platform is preliminary planned to be relocated approximately twenty-five (25) feet to the south of its current location, as part of Alternative A-4 Rail Alignment of the Ontario Airport Rail Access Study.
- The parking facilities and program will be designed to accommodate a minimum of nine hundred sixty (960) parking spaces for Metrolink commuters and visitors to the Project, subject to a shared parking program to be agreed upon by the Parties. This will include a paid parking permit system for Metrolink riders and commuters.
- The Project will provide multi-modal connections to adjacent developments and facilities in the area, including the proposed Empire Lakes mixed-use project to the west and Milliken Avenue to the east.
- The Project will seek to achieve a very high sustainability standard that will include water-wise landscaping that complements the various architectural styles and themes of the project. The City actively supports water conservation in the

Exhibit "B"
Page 2 of 5

landscape as not only a short-term response to the current drought but also as a long-term sustainability practice;

- Empire Yards will offer a Project phasing program, subject to approval by the Owner, that offers sufficient parking for Metrolink commuters during all phases of project implementation and construction.

ATTACHMENT NO. 1

SPECIFIC DEVELOPER TASKS

1. Within sixty (60) days, Developer shall deliver the following items for Owner staff review and preliminary approval:
 - i) Preliminary site plan and revised architectural concept drawings identifying the location, building envelopes, general configuration, uses of the buildings and site, parking and traffic circulation, and proposed design characteristics of the Project.
 - ii) Conceptual development program (“Development Program”) for the Project that include a breakdown of the proposed scope of development including a range of building square footage by land use and range of square footage and number of parking spaces and landscaped areas, improvements, approximate number and mix of any residential units, proposed public amenities, circulation, and other general uses.
2. Within sixty (60) days, Developer and City staff shall determine the likely type and schedule for obtaining entitlements necessary for construction of the Project including, but not limited to, discretionary permits.
3. Within one hundred and twenty (120) days, Developer shall deliver to the City for Owner staff review and approval, a preliminary financing plan for the proposed Project.
4. Within one hundred and eighty (180) days, Developer shall submit to the Owner a schedule of development setting forth the proposed timetable for the commencement, substantial completion and final completion of the Project (the “Development Schedule”).
5. Within one hundred and eighty (180) days, Developer shall deliver to City for Owner staff review and approval, an organizational chart of the proposed Developer entity proposed to be a party to the Ground Lease and Development Agreement.
6. Within three hundred (300) days, Developer shall deliver to the City a fully completed and executed development application.
7. Within one hundred and eighty (180) days, Developer shall obtain and review a preliminary report for the Property from a title company selected by Developer and copies of the documents listed as title exceptions therein and an ALTA survey and shall deliver copies of the reports, documents and survey to the Owner together with a written description of any objections Developer may have to any of the title exceptions (and the rationale for the objections).
8. Within one hundred and eighty (180) days, Developer shall obtain and review a Phase I environmental (hazmat) report for the Property, and if recommended by the Phase I, Developer shall promptly obtain a Phase II report subject to entering into a reasonable right of entry agreement with City and SANBAG. Developer shall promptly deliver copies to the City when received.

Exhibit “B”
Page 4 of 5

ATTACHMENT NO. 2**SPECIFIC CITY TASKS**

1. Within thirty (30) days, City shall provide to Developer copies of all currently existing plans, studies and other written information regarding the Site in its possession, to the extent not previously delivered to Developer and to the extent material to the Project and not subject to any attorney-client or attorney work product privilege or other privilege.
2. City shall use good faith efforts to prepare and process the required CEQA Documents as soon as reasonably possible after submission by Developer of a complete development application and payment of applicable fees/deposits.
3. City shall provide initial drafts of the Ground Lease and Development Agreement to Developer and shall thereafter revise them to the extent reasonably permitted by the negotiations.

Minute Action

AGENDA ITEM: 24

Date: July 6, 2016

Subject:

Redlands Passenger Rail Project - Design of Downtown Redlands Station Betterments

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

A. Authorize the Executive Director or his designee to negotiate the final form of and execute Amendment 1 to Memorandum of Understanding, Contract No. 15-1001047 with the City of Redlands, for the design of betterments to the Redlands Passenger Rail Project Downtown Redlands Station, for a not-to-exceed amount of \$150,000, subject to approval as to form by SANBAG legal counsel.

B. Authorize the Executive Director or his designee to negotiate the final form of and execute Amendment 2 to Contract No. 15-1001093 with HDR Engineering, Inc., contingent upon and commensurate with Recommendation A above, for additional design services for betterments to the Redlands Passenger Rail Project Downtown Redlands Station.

C. Approve a budget amendment to the SANBAG Fiscal Year 2016/2017 Budget to increase Task No. 0314, Sub Task 0324 Redlands Passenger Rail Project in the amount of \$150,000 in accordance with the final negotiated value of Amendment 1 to Contract No. 15-1001047 in reimbursable Redlands Passenger Rail Project funds from the City of Redlands for a new Task Total of \$82,656,797.

Background:

In February 2015, the San Bernardino Associated Governments (SANBAG) and the City of Redlands entered into Contract No. 15-1001047, a Memorandum of Understanding (MOU) defining the roles and responsibilities for each party for the Redlands Passenger Rail Project (RPRP) and memorializing that the City would implement Quiet Zones at the completion of construction and prior to RPRP passenger rail service beginning. Article 11 of the MOU provided for the eventuality of project betterments being requested by the City and being added to the project. The City has requested that betterments to the Downtown Redlands Station be considered and included in the project design and intends to fund the cost of these betterments.

SANBAG has established basic design criteria to be used at all of the RPRP stations, including architectural renderings, which were included and approved as part of the RPRP Environmental Document. Based on the basic design criteria and architectural renderings, SANBAG has budgeted for the associated station costs as part of the implementation of RPRP. The City of Redlands has expressed interest in deviating from the basic station design criteria to complete betterments at the Downtown Redlands Station that incorporate additional features that would connect to the history of Redlands.

Entity: CTC

At the May 3, 2016 City of Redlands Council meeting, the City established an ad-hoc RPRP subcommittee whose role is to provide progress reports on the project back to the Council and, when necessary, aid the Council in making decisions as to how RPRP may impact the City. At the first meeting of the ad-hoc committee the desire to enhance the design of the Downtown Redlands Station was identified as a priority.

As the RPRP design is progressing to a 60% design completion deliverable and in order to ensure that the City's requested betterments do not adversely impact the over-all RPRP design schedule, the City of Redlands approved an item on their June 7th Council Meeting, allocating \$150,000 to fund the design of station betterments and delegate authority to the Mayor or Council Member to execute an agreement with SANBAG. In line with the City's desire not to delay the design of RPRP, SANBAG staff is recommending that authority be provided to the Executive Director or his designee to negotiate Amendment 1 to Contract No. 15-1001047 for a not-to-exceed amount of \$150,000 for the City requested betterments at the Downtown Redlands Station.

SANBAG intends to fund the design and construction of the standard RPRP station components, as defined in the RPRP design criteria and the City of Redlands will fund all costs related to the design and construction of any betterments identified. SANBAG will act as the lead agency for the design, construction, and implementation of RPRP, including all improvements at the Station. The final amendment and contract cost will be completed and reviewed by SANBAG Legal Counsel prior to the Executive Director or designee executing the amendment.

A future amendment to the MOU will be required to address the funding contributions from the City of Redlands for constructing the Downtown Redlands Station betterments. This MOU Amendment No. 1 does not affect and will not release the City from previous obligations associated with Contract No. 97-026 executed in October 1996, which requires the City to contribute \$500,000 toward the construction of the Downtown Redlands Station in addition to other responsibilities associated with the RPRP.

On October 7, 2015 the SANBAG Board of Directors awarded Contract No. 15-1001093 to HDR Engineering, Inc. (HDR) for final design services for the RPRP. The scope of work for HDR contract included performing final design, securing environmental and other necessary permits, design services during construction, environmental studies, and support services during outreach and coordination with third parties as required for the construction and implementation of the mainline portion of RPRP. On April 6, 2016 the SANBAG Board of Directors approved the execution of Amendment 1 to HDR's contract for additional design services related to the New York Street Station and betterments at the University Station, funded by Esri and the University of Redlands respectively.

The original HDR contract included the design for the RPRP stations consistent with the project basic design criteria. Amendment No. 2 to the HDR contract, executed by the Executive Director or his designee, would increase HDR's scope and budget to include the design efforts for betterments to the Downtown Redlands Station requested and funded by the City of Redlands. The proposed second amendment to the HDR contract is contingent upon and commensurate with the execution of Amendment 1 to Contract No. 15-1001047 with the City of Redlands, that provides the required additional project funding for the betterments. The final Amendment No. 2 to HDR's contract will be completed and reviewed by SANBAG Legal

Board of Directors Agenda Item

July 6, 2016

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Counsel prior to the Executive Director or designee executing the amendment.

The budget amendment requested in Recommendation C of this agenda item is required due to the City of Redlands identifying the desire to fund additional enhancements to the Redlands Passenger Rail Project after the SANBAG Fiscal Year 2016/2017 Budget was drafted and approved by the SANBAG Board of Directors.

Financial Impact:

This item is not consistent with the Fiscal Year 2016/2017 budget. Approval of Recommendation C will authorize an amendment to the Fiscal Year budget, Task No. 0314, Sub Task 0324 Redlands Passenger Rail Project, to increase funding received from the City of Redlands in an amount of \$150,000 for a new estimated task total of \$82,656,797.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:

Carrie Schindler, Director of Transit and Rail

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 15-1001047 Amendment No.: 1 Vendor No.: 01776
 Vendor/Customer Name: City of Redlands Sole Source? Yes No
 Description: RPRP MOU Amend. 1 - Downtown Station Betterments
 Start Date: 2/12/2015 Expiration Date: 12/31/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 97-026

Dollar Amount			
Original Contract	\$ -	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 150,000.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 150,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 150,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: Execute Amendment 1 to MOU 15-1001047
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Authorize Executive Director to execute final amendement

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____% Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____%

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager:

Attachment: CSS - City of Redlands (2929 : Amendment 1 to Contract 15-1001047 with the City of Redlands-station canopy betterments)

Contract Summary Sheet

General Contract Information

Contract No: 15-1001093 Amendment No.: 02 Vendor No.: 00982
 Vendor/Customer Name: HDR Engineering, Inc. Sole Source? Yes No
 Description: RPRP Final Design Amend 2 - Downtown Redlands Station Betterments
 Start Date: 10/28/2015 Expiration Date: 6/30/2020 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 25,196,824.00	Original Contingency	\$ 2,519,682.00
Revised Contract (Inclusive of Prior Amendments)	\$ 25,978,774.00	Revised Contingency (Inclusive of Prior Amendments)	\$ 95,942.00
Current Amendment	\$ 150,000.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 26,128,774.00	TOTAL CONTINGENCY VALUE	\$ 2,615,624.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 28,744,398.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Authorize Executive Director to execute final amendment to 15-1001093

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: _____

Attachment: CSS - HDR Amend. 2 (2929 : Amendment 1 to Contract 15-1001047 with the City of Redlands-station canopy betterments)

Minute Action

AGENDA ITEM: 25

Date: July 6, 2016

Subject:

Measure I 2016 Population Estimates

Recommendation:

Adopt the 2016 Population Estimates in Attachment B for use in the allocation of Measure I Local Street Program Funds.

Background:

Allocation of revenue authorized by Ordinance No. 04-01 is estimated within the Transportation Expenditure Plan, but funds are allocated by percentage of the actual revenue received. Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I Local Street Program funds, commonly referred to as local pass-through funds. The Valley distribution formula for local pass-through funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components as detailed below:

San Bernardino Valley Subarea Expenditure Plan, Section F “Local Street Projects” states:

“Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance population estimates for January 1, with the County’s portion based upon unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.”

Mountain/Desert Expenditure Plan, Section C “Local Street Projects” Paragraph 2 states:

“...funds in the general Local Street Projects category shall be allocated to local jurisdictions based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimates. Tax generation calculations shall be based upon State Board of Equalization data.”

The formulas are updated annually using the State Department of Finance (DOF) population estimates as of January 1 of each year. The DOF estimating process begins with a county estimate that is produced by using customary demographic data inputs (births, deaths, school enrollment, administrative data, etc.) and applying standard demographic methodology. Growth or decline at the local level (city/unincorporated area) is estimated using data collected from local jurisdictions, mainly housing unit change and annexations, and group quarters changes (college dorms, prisons, military barracks) collected from a variety of government agencies and educational segments. That local estimate is then aligned to the county-level figure which is based on changes in annual counts for births, deaths, school enrollment, migration,

Entity: CTA

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medical care enrollment data, and group quarters population. Once DOF has the data necessary to produce the annual sub-county report, the DOF timeframe for actually calculating and producing the estimates is very limited due to the timing of the data collection (as it becomes available) and the statutory deadline that they are under. Further information from the DOF website is included as Attachment A to this agenda item.

According to DOF, local agencies that have comments or feedback pertaining to a population estimate are encouraged to first contact their planning department, building department or community development department locally to express their concerns. The housing unit changes that drive population estimates locally come directly from a survey completed by local planning, building and community development departments. In the event that a number of housing units were not reported by the local jurisdiction, DOF can revise a previous year to include those units given the proper documentation. This may result in a higher population for a previous year but does not directly impact current year transportation sales tax funds to the jurisdiction for the current year.

The San Bernardino County Demographic Research Unit takes the DOF estimates and disaggregates the unincorporated population by Measure I Subarea based on building permit activity. Urban areas are defined by Caltrans Urban Area Boundaries within the unincorporated areas. Both are controlled to the DOF Unincorporated total.

The January 1, 2016, population estimates are recommended for approval and use in allocation of Measure I Local Street Program funds. Both the 2016 population estimates (Attachment B) and the 2015 population estimates (Attachment C) are attached to this agenda item for comparison purposes. As there were only minor fluctuations in the population statistics, there should be no significant shift in Measure I fund allocations related to population. The distribution of Measure I funds will be adjusted retroactively to January 1, 2016, to reflect each jurisdiction's relative proportion of population within the Measure I Subarea.

This item has no direct impact on the SANBAG budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions. It should be noted that the population estimates are also used in the apportionment of the Local Transportation Fund and the State Transit Assistance Fund and in the determination of equitable shares between subareas of certain State and Federal funds.

Financial Impact:

This item is consistent with the SANBAG Fiscal Year 2016/2017 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the General Policy Committee on June 8, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Attachment A

Department of Finance Population Estimate Methodology

Source: State of California, Department of Finance, May 2, 2016.
<http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/view.php>

OVERVIEW

California's population grew by 0.9% in 2015, adding 348,000 residents total 39,256,000 as of January 1, 2016. The population estimates incorporate 2010 census counts.

The population estimates are produced annually by the Department of Finance for use by local areas to calculate their annual apportions limit. The State Controller's Office uses Finance's estimates to update their population figures for distribution of state subventions to cities and counties, and to comply with various state codes. Additionally, estimates are used for research and planning purposes by federal, state, and local agencies, the academic community, and the private sector.

Changes to the housing stock are used in the preparation of the annual city population estimates. Estimated occupancy of housing units and the number of persons per household further determine population levels. Changes in city housing stock result from new construction, demolitions, housing unit conversions, and annexations. The sub-county population estimates are then adjusted to be consistent with independently produced county estimates.

Related population reports are available on the Department's website:
<http://www.dof.ca.gov/research/demographic>

POPULATION CHANGE MODELING

The state and county population are independently estimated using population change models benchmarked on official decennial census counts. The state population is estimated using the Driver License Address Change method. County population proportions are estimated using the average of three separately estimated sets of proportions. The final distribution of proportions is applied to the independently estimated state control.

State Estimate. The state population is estimated using the Driver License Address Change (DLAC) Method. This composite method separately estimates the population under age 18, 18 through 64, and 65 years and older. Administrative records such as births, deaths, driver license address changes, tax return data, Medicare and Medi-Cal enrollment, immigration reports, elementary school enrollments, and group quarters population are among the data used in this method. All data used to develop these estimates are in summary tables and do not reveal the identity of any individual.

County Estimates. Most of county populations estimates result from averaging the first three methods below. We use one of these methods: Housing Unit Method, Vital Statistics Method, or DLAC Method, in 13 counties with 65,000 populations or less.

DLAC Method. A modified version of the state Driver License Address Change (DLAC) method is used for counties. County proportions of the state total result from changes in county population values for births, deaths, school enrollment, foreign and domestic migration, medical aid enrollments, and group quarters population.

Ratio-Correlation Method. This method models change in household population as a function of changes in the distributions of driver licenses, school enrollments, and housing units. Estimates of county group quarters are added.

Tax Return Method. County proportions are derived by the U.S. Census Bureau using matched federal income tax returns to estimate inter-county migration along with vital statistics, group quarters, and other information for the population aged 65 and over.

Housing Unit Method (HUM). Vacancy rate data from the 2010 census is applied. Assuming the average number of persons in households remains unchanged from Census 2010, county populations are then calculated from estimated counts for the household and group quarter's population data.

Vital Statistics Method. County population estimates result from changes in county population values for births, deaths, and group quarters population.

METHODOLOGY

City and Unincorporated Area Estimates. The HUM is used to estimate total and occupied housing units, household size, household population, and group quarters population. Housing units are estimated by adding new construction and annexations and subtracting demolitions, and adjusting for units lost or gained by conversions. Annual housing unit change data are supplied by local jurisdictions and the U.S. Census Bureau. Occupied housing units are estimated by applying a derived civilian vacancy rate, based on 2010 benchmark data, to the estimated civilian housing units. Adjustments to census vacancy rates are made periodically. Exact data on foreclosures or other housing market indicators are not available to adjust vacancy rates. Military occupied housing units are added to civilian occupied housing units to calculate total occupied housing units. Military surveys are used to track military changes including base realignments and closures. Household population estimates are derived by multiplying the number of occupied housing units by the current persons per household. The persons per household estimates are based on 2010 census benchmark data and are adjusted by raking the current county population series into these estimates. The group quarters population is based on the Census Bureau's 2010 SF1 File counts on group quarters and annually adjusted using reported changes for group quarters by state, federal, and local agencies. The household and group quarters populations are summed to produce the initial city population estimates. These estimates are aligned to the county estimates described below.

County Estimates. County population estimates were developed using three separate methods.

County Driver License Address Change (DLAC) Method. A modified version of the state DLAC method is used for counties. County-level estimated population results from changes in annual counts for births, deaths, school enrollment, foreign and domestic migration, medical care enrollment data for the population 65 and over, and group quarters population.

Ratio-Correlation Method. This method models change in household population as a function of changes in the distributions of births, deaths, driver licenses, public elementary school enrollment, labor force, and county housing unit counts. Estimates of county group quarters are added.

Administrative Records (ADREC) Method. County population estimates are derived using the U.S. Census Bureau ADREC Method, which are updated from their most recent estimates series and the Demographic Research Unit's (DRU) own estimated half-year migration data along with the most recent vital statistics (from the California Department of Public Health) and group quarters data obtained from several state and local sources. The DRU's half-year migration data are calculated using the percentage of change in net migration in two consecutive years.

DATA CONSIDERATIONS

Sources. Data used in estimation models come from administrative records of numerous state and federal departments and agencies. Timeliness and coverage in these series vary. Corrections, adjustments or estimates may be made while preparing the estimates.

Data used in estimation models come from administrative records of several state and federal government departments and agencies, and from the local jurisdictions for which Finance produces population estimates. Because timeliness and coverage in these series vary, corrections, smoothing, and other adjustments may be applied. Changes to 2010 Summary File 1 data in the classification of student housing on or near campus was necessary to remain consistent with the census group quarters definition. In only a few instances, some student housing (residence hall and apartment units) counted as household population in the census was redefined as group quarters student housing population. College dorm group quarters population is defined as student population living in residence halls and apartment units located on or near college campuses.

Accuracy. In general, estimates become less precise as the time from the last census increases. Data and models used to produce population estimates are subject to both measurement and non-measurement errors.

This results in imperfect correlation between the data used to estimate the population and actual population change. The data and estimating models have been thoroughly tested with decennial census results that provide benchmarks for the estimates series. Data and methods are further refined and modified throughout the decade.

ATTACHMENT B

**MEASURE I 2016 POPULATION
SUMMARY
PREPARED BY SAN BERNARDINO COUNTY
PLANNING**

PLANNING REGION	(1) DOF/CO 2016	(2) ADJUSTMENT	2016 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
WEST VALLEY					
CHINO	85,934		85,934	5.55%	4.016%
CHINO HILLS	78,866		78,866	5.09%	3.686%
FONTANA	209,895		209,895	13.54%	9.810%
MONTCLAIR	38,686		38,686	2.50%	1.808%
ONTARIO	169,869		169,869	10.96%	7.939%
RANCHO CUCAMONGA	175,251		175,251	11.31%	8.191%
UPLAND	75,774		75,774	4.89%	3.542%
UNINCORPORATED URBAN	43,686	(6)	43,686	2.82%	2.042%
UNINCORPORATED RURAL	1,270	(7)	1,270	0.08%	0.059%
TOTAL WEST VALLEY			879,231	56.73%	41.094%
EAST VALLEY					
COLTON	53,351		53,351	3.44%	2.494%
GRAND TERRACE	12,315		12,315	0.79%	0.576%
HIGHLAND	53,645		53,645	3.46%	2.507%
LOMA LINDA	24,649		24,649	1.59%	1.152%
REDLANDS	68,368		68,368	4.41%	3.195%
RIALTO	107,330		107,330	6.93%	5.016%
SAN BERNARDINO	215,491		215,491	13.91%	10.072%
YUCAIPA	53,779		53,779	3.47%	2.514%
UNINCORPORATED URBAN	79,049	(6)	79,049	5.10%	3.695%
UNINCORPORATED RURAL	2,525	(7)	2,525	0.16%	0.118%
TOTAL EAST VALLEY			670,502	43.27%	31.338%
TOTAL VALLEY			1,549,733	100.00%	72.432%

Attachment: Attachment B - 2016 Population Estimates (2931 : MI Population Estimates for FY 2015/2016)

ATTACHMENT B

MOUNTAINS					
BIG BEAR LAKE	4,905		4,905	9.45%	0.229%
UNINCORPORATED URBAN	37,447	(6) (3)	37,447	72.18%	1.750%
UNINCORPORATED RURAL	9,531	(7) (3)	9,531	18.37%	0.445%
TOTAL MOUNTAINS			51,883	100.00%	2.425%
NORTH DESERT					
BARSTOW	24,360		24,360	41.23%	1.139%
UNINCORPORATED URBAN	22,997	(6)	22,997	38.92%	1.075%
UNINCORPORATED RURAL	11,730	(7)	11,730	19.85%	0.548%
TOTAL NORTH DESERT			59,087	100.00%	2.762%
COLORADO RIVER					
NEEDLES (RURAL)	5,035		5,035	68.93%	0.235%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%
UNINCORPORATED RURAL	2,269	(7)	2,269	31.07%	0.106%
TOTAL COLORADO RIVER			7,304	100.00%	0.341%
MORONGO BASIN					
TWENTYNINE PALMS	26,138	(4)	26,138	35.61%	1.222%
YUCCA VALLEY	21,281		21,281	29.00%	0.995%
UNINCORPORATED URBAN	6,852	(6)	6,852	9.34%	0.320%
UNINCORPORATED RURAL	19,120	(7)	19,120	26.05%	0.894%
TOTAL MORONGO BASIN			73,391	100.00%	3.430%
VICTOR VALLEY					
ADELANTO	33,497	(5)	33,497	8.41%	1.566%
APPLE VALLEY	74,656	(5)	74,656	18.75%	3.489%
HESPERIA	93,226	(5)	93,226	23.41%	4.357%
VICTORVILLE	123,510	(5)	123,510	31.02%	5.773%
UNINCORPORATED URBAN (3)	35,029	(6) (5)	35,029	8.80%	1.637%
UNINCORPORATED RURAL (3)	38,254	(7) (5)	38,254	9.61%	1.788%
TOTAL VICTOR VALLEY			398,172	100.00%	18.610%
TOTAL DESERT			537,954		
TOTAL MOUNTAIN/DESERT			589,837		27.568%
SUMMARY:					
TOTAL INCORPORATED	1,829,811		1,829,811		85.522%
TOTAL UNINCORPORATED	309,759		309,759		14.478%
TOTAL COUNTY	2,139,570		2,139,570		100.000%

Attachment: Attachment B - 2016 Population Estimates (2931 : MI Population Estimates for FY 2015/2016)

ATTACHMENT B

NOTES:

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2016 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
- (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.
- (6) - UNINCORPORATED URBAN FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND CALTRANS URBAN AREA BOUNDARIES.
- (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.

MEASURE I 2015 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2015	(2) ADJUSTMENT	2015 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
WEST VALLEY					
CHINO	84,465		84,465	5.52%	4.014%
CHINO HILLS	77,596		77,596	5.08%	3.688%
FONTANA	204,312		204,312	13.36%	9.709%
MONTCLAIR	38,458		38,458	2.52%	1.828%
ONTARIO	168,777		168,777	11.04%	8.021%
RANCHO CUCAMONGA	174,064		174,064	11.39%	8.272%
UPLAND	75,787		75,787	4.96%	3.602%
UNINCORPORATED URBAN	42,184	(6)	42,184	2.76%	2.005%
UNINCORPORATED RURAL	1,226	(7)	1,226	0.08%	0.058%
TOTAL WEST VALLEY			866,869	56.70%	41.195%
EAST VALLEY					
COLTON	53,384		53,384	3.49%	2.537%
GRAND TERRACE	12,352		12,352	0.81%	0.587%
HIGHLAND	54,332		54,332	3.55%	2.582%
LOMA LINDA	23,751		23,751	1.55%	1.129%
REDLANDS	70,398		70,398	4.60%	3.345%
RIALTO	102,092		102,092	6.68%	4.852%
SAN BERNARDINO	213,933		213,933	13.99%	10.167%
YUCAIPA	52,942		52,942	3.46%	2.516%
UNINCORPORATED URBAN	76,332	(6)	76,332	4.99%	3.627%
UNINCORPORATED RURAL	2,438	(7)	2,438	0.16%	0.116%
TOTAL EAST VALLEY			661,954	43.30%	31.457%
TOTAL VALLEY			1,528,823	100.00%	72.653%
MOUNTAINS					
BIG BEAR LAKE	5,165		5,165	10.22%	0.245%
UNINCORPORATED URBAN	36,160	(6) (3)	36,160	71.56%	1.718%
UNINCORPORATED RURAL	9,203	(7) (3)	9,203	18.21%	0.437%
TOTAL MOUNTAINS			50,528	100.00%	2.401%
NORTH DESERT					
BARSTOW	23,407		23,407	41.11%	1.112%
UNINCORPORATED URBAN	22,206	(6)	22,206	39.00%	1.055%
UNINCORPORATED RURAL	11,327	(7)	11,327	19.89%	0.538%
TOTAL NORTH DESERT			56,940	100.00%	2.706%

Attachment: Attachment C - 2015 Population Estimates (2931 : MI Population Estimates for FY 2015/2016)

MEASURE I 2015 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2015	(2) ADJUSTMENT	2015 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
COLORADO RIVER					
NEEDLES (RURAL)	4,940		4,940	69.27%	0.235%
UNINCORPORATED URBAN	0	(6)	0	0.00%	0.000%
UNINCORPORATED RURAL	2,191	(7)	2,191	30.73%	0.104%
TOTAL COLORADO RIVER			7,131	100.00%	0.339%
MORONGO BASIN					
TWENTYNINE PALMS	25,846	(4)	25,846	35.76%	1.228%
YUCCA VALLEY	21,355		21,355	29.54%	1.015%
UNINCORPORATED URBAN	6,616	(6)	6,616	9.15%	0.314%
UNINCORPORATED RURAL	18,463	(7)	18,463	25.54%	0.877%
TOTAL MORONGO BASIN			72,280	100.00%	3.435%
VICTOR VALLEY					
ADELANTO	33,084	(5)	33,084	8.51%	1.572%
APPLE VALLEY	71,396	(5)	71,396	18.37%	3.393%
HESPERIA	92,177	(5)	92,177	23.72%	4.380%
VICTORVILLE	121,168	(5)	121,168	31.18%	5.758%
UNINCORPORATED URBAN (3)	33,825	(6) (5)	33,825	8.70%	1.607%
UNINCORPORATED RURAL (3)	36,939	(7) (5)	36,939	9.51%	1.755%
TOTAL VICTOR VALLEY			388,589	100.00%	18.467%
TOTAL DESERT			524,940		
TOTAL MOUNTAIN/DESERT			575,468		27.347%
SUMMARY:					
TOTAL INCORPORATED	1,805,181		1,805,181		85.786%
TOTAL UNINCORPORATED	299,110		299,110		14.214%
TOTAL COUNTY	2,104,291		2,104,291		100.000%

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2015 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
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- (7) - UNINCORPORATED RURAL FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTALS AND BASED ON AREAS OUTSIDE THE CALTRANS URBAN AREA BOUNDARIES.

Minute Action

AGENDA ITEM: 26

Date: July 6, 2016

Subject:

Fiscal Year 2016/2017 Transit Operator Allocations

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission and San Bernardino County Transportation Authority, approve Fiscal Year 2016/2017 Transit Operator Funding Allocations, as indicated in Attachment 1, to the City of Needles, Morongo Basin Transit Authority, Mountain Area Regional Transit Authority, Omnitrans, and Victor Valley Transit Authority.

Background:

San Bernardino Associated Government (SANBAG) staff has worked with each of the transit operators to determine their funding needs for Fiscal Year (FY) 2016/2017. Attachment 1 outlines the proposed FY 2016/2017 transit funding allocations for the individual transit operators aside from SANBAG and Southern California Regional Rail Authority (SCRRA). SANBAG and SCRRA allocations are addressed in separate Board actions.

On an annual basis SANBAG allocates a variety of funds to the transit operators in San Bernardino County. SANBAG's role in each of the fund sources varies as well as the parameters by which the operators can use the funds. Below is a summary of each fund source and detailed information on how the allocation amount is determined, SANBAG's role, and how the funds can be used.

Local Transportation Fund (LTF) - LTF is derived from a ¼ cent of the general sales tax collected statewide enacted as part of the Transportation Development Act (TDA) of 1971. LTF is the most flexible funding source available for transit as it can be used for capital and operations with minimal restrictions and does not require matching funds. The main qualifying requirement is that an operator must maintain a minimum ratio of fare revenue to operating cost of at least 20% in an urban area and 10% in a rural area, unless an alternate ratio has been adopted.

In March of each year, staff presents the SANBAG Board with the recommended LTF apportionment for the following year. This includes the estimated amount available and recommended set-asides for reserve and priority uses per the TDA. Set-asides for priority uses prior to apportioning based on population include TDA administrative costs as needed, 3% for SANBAG planning efforts, ¾% for SCAG planning efforts, and 2% for pedestrian and bike facilities. In accordance with TDA, the remainder of LTF can be set aside for rail passenger service operations, capital improvements and community transit services prior to area

Entity: CTA, CTC

apportionment. However, SANBAG does not elect to use that set-aside and allocates to rail after apportioning the remaining balance geographically based on population.

In the Valley Subarea LTF is entirely used for transit purposes with the focus on maintaining a steady flow of operation funding available into the future. In the Mountain/Desert Region, LTF is allocated to the individual transit operators based on population of their service areas. The amount identified in Attachment 1 is the total LTF available to the Mountain/Desert operators. The LTF allocations to Barstow are included with Victor Valley Transit Authority (VVTA) allocations as the City of Barstow joined the VVTA's Joint Powers Agreement on July 1, 2015. It is estimated that after using the available LTF for transit purposes VVTA and Morongo Basin Transit Authority (MBTA) will have surplus LTF available that can, in accordance with the TDA unmet needs process, be returned to the local jurisdictions in their service area for road maintenance purposes.

State Transit Assistance (STA) – STA funding is derived from the statewide sales tax on diesel fuel enacted as part of the TDA. STA funds are allocated to SANBAG in accordance with California Public Utility Code (PUC) as follows: 1) 50% under PUC Section 99313, STA-Population Share, based on the ratio of the population of the area under its jurisdiction to the total population of the state and 2) 50% under PUC Section 99314, STA-Operator Share, which is specific funding for operators, and allocated based on the ratio of the total region's prior year transit operator passenger fare and local support revenues, including revenue from member agencies, to the total revenue of all operators in the state and member agencies. The amount of STA-Operator Share funds available to each transit operator on an annual basis is determined by the State, and SANBAG functions as a pass through agency for this portion of STA for all operators but SCRRA. Each January the State provides a STA-Population Share revenue estimate for the following year. The STA-Population Share revenue is further apportioned to the Valley and Mountain/Desert regions based on population. STA-Population Share is then allocated to the operators on an as-needed basis as approved by the SANBAG Board. The STA-Population Share is typically limited to funding capital projects unless the operator can demonstrate compliance with a specific efficiency calculation.

Low Carbon Transit Operations Program (LCTOP) – LCTOP is a new source of State funding and one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide transit operating and capital assistance to eligible project sponsors in an effort to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. This program is funded by auction proceeds from the California Air Resources Board (CARB) Cap-and-Trade Program where proceeds are deposited into the Greenhouse Gas Reduction Fund (GGRF). Although 5% of future annual GGRF proceeds will continue to be appropriated to the LCTOP, staff is cautious to become reliant upon this source of funding as the overall availability is market driven.

Example projects include new or expanded bus or rail service, expanded intermodal transit facilities, free or reduced-fare transit passes/vouchers, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50% of the total moneys received shall be expended on projects that will benefit disadvantaged communities.

As with STA Funds, LCTOP funding is allocated pursuant to CPUC Section 99313 and 99314. A County Transportation Commission (CTC), such as SANBAG, that is eligible to receive STA funds per CPUC 99313 is eligible to receive LCTOP funds by formula based on the ratio of the population of the area under the CTC's jurisdiction to the total population of the state. A transit operator that is eligible to receive STA funds per CPUC 99314 is eligible to receive LCTOP funds by formula based on the ratio of the revenue of the transit operator's jurisdiction to the total revenue of all operators in the state. The transit operators receiving LCTOP funds per CPUC Section 99314 work directly with the California Department of Transportation (Caltrans) to receive their LCTOP funds. In San Bernardino County that includes MBTA, Mountain Area Regional Transit Authority (MARTA), VVTA, Omnitrans, and SCRRA.

Annually, staff recommends that LCTOP funds received under the population formula be further apportioned to the Valley and Mountain/Desert based on population, the same as the STA funds that SANBAG receives per CPUC Section 99313. After apportionment, LCTOP funds are allocated on a case-by-case basis as approved by the SANBAG Board. LCTOP funds do not require matching funds.

Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) - PTMISEA is State funding for specific transit capital projects such as rehabilitation, service enhancement or expansion, buildings, bus shelters, transit centers, operation and maintenance facilities, bus rapid transit, and rolling stock. The SANBAG Board approved the overall allocation of these funds in February 2010 to the following operators; City of Barstow, MBTA, MARTA, City of Needles, Omnitrans, SCRRA and VVTA. The PTMISEA allocations included in Attachment 1 represent the allocation amounts the operators expect to request from Caltrans in FY 2016/2017. PTMISEA Guidelines require that operators and SANBAG submit to Caltrans a PTMISEA Program Expenditure Plan that contains a list of all projects the agency intends to fund with its share of PTMISEA for the life of the bond, including the amount for each project and the year in which the funds will be requested. The PTMISEA Program Plans have been approved by the SANBAG Board and updates are presented for approval on a case-by-case basis. This is the last year for PTMISEA funding from the State.

Proposition 1B California Transit Security Grant Program (CTSGP) – CTSGP is State funding for specific transit capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems. The California Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security and Disaster Response Account under the CTSGP and California Transit Assistance Fund (CTAF). SANBAG is responsible for calculating the available allocation for each transit operator and applying for funds. Board approval of projects and fiscal year-specific resolutions are required prior to submitting a grant application. This is the last year for CTSGP funding.

Measure I Senior and Disabled Transit Program (SDT) – SDT is local funding derived from one-half of one percent general sales and use tax collected countywide for transportation purposes. In the Valley Subarea, 8% of the total Measure I collected is dedicated for SDT of which 2% is specifically dedicated to Consolidated Transportation Services Agency (CTSA) operations. In the Victor Valley Subarea and Rural Mountain/Desert Subareas, initially 5% of

the total Measure I collected was dedicated to SDT. In the Victor Valley Subarea, the percentage for SDT funding increased by 0.5% in FY 2015/2016, with additional increases of 0.5% every five years thereafter to a maximum of 7.5%. In the Rural Mountain/Desert Subareas, local representatives may provide additional funding beyond 5% upon finding that such increase is required to address unmet transit needs of senior and disabled transit services. In both cases, all increases above the 5% initial revenue collected come from the Local Streets Program. Currently, all of the annual SDT funds available in the Victor Valley and Rural Mountain/Desert Subareas are allocated to the transit operators.

Measure I Metrolink/Rail Service (MSI Rail) – MSI Rail is local funding derived from one-half of one percent general sales and use tax collected countywide for transportation purposes. In the Valley Subarea, 8% of the total Measure I collected is dedicated for MSI Rail. Eligible expenditures for MSI Rail include purchase of additional commuter rail passenger cars and locomotives for use on Metrolink lines serving San Bernardino County; construction of additional track capacity necessary to operate more passenger trains on Metrolink lines serving San Bernardino County; construction of additional parking spaces at Metrolink stations in San Bernardino County; and provision of funds to match State and Federal funds used to maintain the railroad track, signal systems, and road crossings for passenger rail service in San Bernardino County, construction and operation of a new passenger rail service between the cities of San Bernardino and Redlands, and construction and operation of an extension of the Gold Line to Montclair Transit Center for San Bernardino County passengers traveling to San Gabriel Valley cities, Pasadena, and Los Angeles.

Omnitrans will be operating the Redlands Passenger Rail and the \$400,000 that is being allocated to them will be used for legal services and obtaining the appropriate staff to create a rail department at Omnitrans.

Federal Transit Administration (FTA) Section 5307 Urban Area Formula Funds – Section 5307 funds are Federal urban formula funds apportioned by Southern California Association of Governments (SCAG) to SANBAG for the Riverside/San Bernardino Urbanized Area (UZA) and the Los Angeles/Long Beach/Anaheim UZA. The Victor Valley UZA funds are apportioned directly to VVTA. The formula for areas with populations of 200,000 or more is based on a combination of bus revenue vehicle miles, bus passenger miles, fixed guide-way revenue vehicle miles, and fixed guide-way route miles, as well as population and population density and number of low-income individuals. Eligible activities include public transportation capital, planning, job access and reverse commute projects, as well as operating expenses under certain circumstances that do not exist in the San Bernardino Valley. This program requires a 20% local match. SANBAG is responsible for allocating the funds available to the Riverside/San Bernardino UZA and Los Angeles/Long Beach UZA. SANBAG is also responsible for updating the Federal Transportation Improvement Program (FTIP), the implementation document that lists projects to be funded with Federal Highway Administration (FHWA) and FTA funds for the next one- to four-year period. This fiscal year Omnitrans will only be eligible to apply for \$14,761,361. In FY 2014/2015 they received \$19,121,039 in Section 5307 funds instead of the allocated amount of \$16,941,200. The funding from FY 2014/2015 is still available and eligible to cover costs for projects in FY 2016/2017.

FTA Section 5339 Urban Area Formula Funds for Bus and Bus Facilities – Section 5339 funds are Federal urban formula funds apportioned by SCAG to SANBAG for the

Riverside/San Bernardino UZA and the Los Angeles/Long Beach/Anaheim UZA. The Victor Valley UZA funds are apportioned directly to VVTA. The formula is based on population, vehicle revenue miles and passenger miles. This capital program provides funding to replace, rehabilitate, and purchase buses and related equipment, and to construct bus-related facilities. This program requires a 20% local match.

FTA Section 5311 Rural Area Formula Funds (Regional Apportionment) – Section 5311 funds are rural formula funds apportioned by Caltrans to the San Bernardino County region based on population. Eligible activities include public transportation planning, capital, operating, job access and reverse commute projects and the acquisition of public transportation services. This program requires a 20% local match for capital projects and 50% match for operating assistance. SANBAG further apportions the funds to the four rural operators based on population. SANBAG is responsible for ensuring proposed projects are selected and eligible, as well as preparation of the Program of Projects (POP) that is submitted to Caltrans and updating the FTIP. As Caltrans releases the final apportionment amount in January of each fiscal year, the amounts included in Attachment 1 are estimates.

Congestion Mitigation and Air Quality Funds (CMAQ) – CMAQ funds are Federal formula funds apportioned by Caltrans based on population and emissions weighting factors to specific air basins such as the South Coast Air Basin and Mojave Desert Air Basin. SANBAG receives annual apportionments of CMAQ and is the agency responsible for selecting projects. Activities typically eligible for CMAQ funding include high occupancy vehicle lanes, transit improvements, travel demand management strategies, traffic flow improvements such as signal synchronization, and public fleet conversions to cleaner fuels. SANBAG is responsible for updating CMAQ funding in the FTIP as well as submitting a CMAQ annual report to FHWA and Caltrans. The annual report documents the results of emission reduction assessment for projects in San Bernardino County using CMAQ funding for each federal fiscal year. Each CMAQ project must be analyzed using calculation methodologies recommended and approved by Caltrans and CARB.

The SANBAG Board has identified filling funding gaps for transit as a high priority for allocation of CMAQ funds. Additionally, the SANBAG Board approved Policy No. 40023 in February 2015 to further apportion CMAQ funds to Measure I Subareas based on population in order to ensure a proportional share of State and Federal funds are available for each subarea in accordance with the Measure I 2010-2040 Expenditure Plan. The SANBAG Board adopts a ten-year allocation plan for CMAQ funds to transit operators with the biennial updates of the Ten-Year Delivery Plan. The CMAQ allocations included in Attachment 1 are consistent with that allocation except as noted below.

Currently, MBTA has only been allocated \$3,196,380 of CMAQ funds for FY 2015/2016 through 2022/2023. As part of the upcoming update to the delivery plan, there will be a request for an additional \$836,252 in CMAQ funds for vehicles needed by MBTA for a total amount of \$4,032,632. At this time, the CMAQ information is included to show the additional need in the Morongo Basin, and not for final approval of the additional funds.

Additional fund sources available to the transit operators that are not included above or identified in Attachment 1 are FTA Section 5310 Enhanced Mobility of Seniors & Individuals with

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Disabilities Program and LTF Article 3 funds. Both fund sources are allocated to eligible recipients through a call for projects process under separate SANBAG Board action.

Measure I, LTF, and STA available for allocation to the individual transit operators are included in the SANBAG FY 2016/2017 Budget. The various other FTA, CMAQ, and Proposition 1B funds are received directly by the transit operators and, therefore, are not included in the SANBAG FY 2016/2017 Budget.

Financial Impact:

Allocations of the pass through LTF, STAF and 2010-2040 Measure I funds are consistent with the SANBAG Fiscal Year 2016/2017 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Attachment 1

Fiscal Year 2016/2017 Transit Operator Allocations

	MBTA	MARTA	Needles	Omnitrans	VVTA*	Total
LTF	\$ 3,431,487	\$ 2,625,305	\$ 234,760	\$ 39,974,380	\$ 21,281,084	\$ 67,547,016
STA - Population	\$ 267,634	\$ 110,000	TBD	\$ 3,100,000	\$ 400,000	\$ 3,877,634
STA - Operator	\$ 25,342	\$ 14,388	\$ 1,763	\$ 568,452	\$ 137,385	\$ 747,330
LCTOP Operator	TBD	TBD	TBD	TBD	TBD	\$ -
LCTOP Population	TBD	TBD	TBD	TBD	TBD	\$ -
Prop 1B - PTMISEA					\$ 3,440,503	\$ 3,440,503
Prop 1B - Security	\$ 4,888	\$ 3,287		\$ 128,566	\$ 18,692	\$ 155,433
Measure I - SDT	\$ 128,698	\$ 180,374	\$ 22,761	\$ 5,800,000	\$ 2,445,431	\$ 8,577,264
Measure I - CTSA				\$ 2,466,308		\$ 2,466,308
Measure I - Rail				\$ 400,000		\$ 400,000
FTA 5307**				\$ 16,941,200	\$ 6,161,019	\$ 23,102,219
FTA 5339				\$ 1,848,880	\$ 630,956	\$ 2,479,836
FTA 5311	\$ 288,271	\$ 214,235	\$ 31,157	Not Eligible	\$ 463,178	\$ 996,841
CMAQ	\$ 855,961	\$ 665,547			\$ 2,434,575	\$ 3,956,083
Grand Total	\$ 5,002,281	\$ 3,813,136	\$ 290,441	\$ 71,227,786	\$ 37,412,823	\$ 117,746,467

TBD = To Be Determined

* Funding for Barstow is now included with VVTA. The City of Barstow joined VVTA JPA 07/01/15

** Omnitrans will only be eligible to apply for \$14,761,361 for FY16/17. In FY14/15 they received \$19,121,039 in Section 5307 funds. The funding from FY14/15 is still available to cover costs for projects in FY16/17.

Attachment: FY2017 Transit Operator Allocations (2936 : FY 2016/2017 Operator Allocations)

Attachment 2

CMAQ Funding Allocations for Transit Operators

	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	FY 2019/2020	FY 2020/2021	FY 2021/2022	FY 2022/2023	Total
MBTA (Revised)*	\$409,479	\$855,961	\$760,628	\$0	\$140,360	\$0	\$1,040,875	\$825,329	\$4,032,632
Omnitrans	\$19,522,000	\$0	\$0	\$3,347,026	\$7,622,976	\$7,011,654	\$8,384,112	\$7,000,000	\$52,887,768
VVTA (Revised)	\$0	\$0	\$2,713,067	\$3,378,000	\$2,071,773	\$2,483,000	\$1,946,000	\$2,500,000	\$15,091,840
MARTA (Revised)	\$454,453	\$665,547	\$560,000	\$560,000	\$560,000	\$560,000	\$560,000	\$560,000	\$4,480,000
Barstow (Revised)		\$2,434,575	\$0	\$0	\$0	\$0	\$0	\$790,895	\$3,225,470
Total	\$20,385,932	\$3,956,083	\$4,033,695	\$7,285,026	\$10,395,109	\$10,054,654	\$11,930,987	\$11,676,224	\$79,717,710

*MBTA has only been allocated \$3,196,380 of CMAQ funds for FY 2015/2016 through 2022/2023. The allocation will be increased to \$4,032,632 with adoption of the update to the Ten-Year Delivery Plan in 2017.

Attachment: FY2017 CMAQ (2936 : FY 2016/2017 Operator Allocations)

Minute Action

AGENDA ITEM: 27

Date: July 6, 2016

Subject:

Allocation to Arrowbear Drive Bridge Replacement Project

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

- A. Allocate \$3,000,000 in Mountains Subarea Major Local Highway Program funds to the County of San Bernardino for the Arrowbear Drive Bridge Replacement Project.
- B. Approve Funding Agreement 16-1001376 in the amount of \$3,000,000 with the County of San Bernardino for the Arrowbear Drive Bridge Replacement Project.
- C. Approve a Fiscal Year 2016/2017 budget amendment to increase Task 0550 by \$450,000 from Fund 4630 MSI Mountain Fund – Major Local Highway. The budget amendment is necessary as this is a new project which requires both a new allocation and funding agreement that was not anticipated during development of the Fiscal Year 2016/2017 budget. In addition, the County will begin accruing expenses on the project effective July 6, 2016.

Background:

The County of San Bernardino has requested \$3,000,000 in Mountains Subarea Major Local Highway Program funds for the Arrowbear Drive Bridge Replacement Project in the unincorporated community of Arrowbear. The Mountains subarea representatives consisting of technical staff of the City of Big Bear Lake and the County of San Bernardino concur with the funding request for this Project.

The existing Arrowbear Drive bridge at Arrowbear Lake Spillway is narrow and the community of Arrowbear has limited access to State Highway 18 and Arrowbear Drive. It is also the only evacuation route for the residents in the event of an emergency. The intent of the bridge replacement project is to improve access and provide a more reliable evacuation route.

Work will commence on the Project Study Report in July 2016, with construction currently scheduled to begin in Fiscal Year 2019/2020.

The agreement was approved by the County Board of Supervisors at their meeting on May 24, 2016.

Entity: CTA

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Financial Impact:

This item is not consistent with the Fiscal Year 2016/2017 Budget. A budget amendment is required as detailed in Recommendation C.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 17, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft agreement.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001376 Amendment No.: _____ Vendor No.: 01907
 Vendor/Customer Name: _____ County of San Bernardino Sole Source? Yes No
 Description: Arrowbear Drive Bridge Replacement Project MLHP Funding Agreement
 Start Date: 7/1/2016 Expiration Date: 12/31/2022 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 3,000,000.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 3,000,000.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 3,000,000.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve agreement 16-1001376 with the County of San Bernardino

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: 0% Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Ellen Pollema

Attachment: Contract Summary Sheet (2938 : Arrowbear Bridge & Widening Project Funding Agreement)

PROJECT FUNDING AGREEMENT NO. 16-1001376

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

SAN BERNARDINO COUNTY

FOR

ARROWBEAR DRIVE BRIDGE REPLACEMENT PROJECT

THIS Project Funding Agreement (“Agreement”) is made and entered into July 6, 2016 by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the County of San Bernardino (hereinafter referred to as “COUNTY”). AUTHORITY and COUNTY shall be individually or collectively, as applicable, known as “Party” or “Parties.”

RECITALS

- A. The Measure I 2010-2040 Expenditure Plan and the Mountains Subarea transportation planning partners have identified projects eligible for partial funding from Measure I 2010-2040 Mountains Subarea Major Local Highway Program (“MLHP”) funds; and
- B. The Arrowbear Drive Bridge Replacement Project in the COUNTY (“PROJECT”) is one of the projects identified as eligible for such funding and is described more fully in Attachment A; and
- C. COUNTY identified a need of \$3,000,000 to complete all phases of the PROJECT; and
- D. The Mountains Subarea transportation planning partners have identified this PROJECT as eligible for partial funding in an amount up to \$3,000,000 from Measure I 2010-2040 MLHP funds for the PROJECT; and
- E. On July 6, 2016 AUTHORITY’s Board of Directors approved allocation of \$3,000,000 in Mountains Subarea MLHP funds for the PROJECT; and
- F. This Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

G. Parties desire to proceed with the PROJECT in a timely manner; and

H. This Agreement is intended to delineate the duties and funding responsibilities of the Parties for the PROJECT; and

I. AUTHORITY and COUNTY are entering into this Agreement with the understanding that AUTHORITY will reimburse COUNTY for eligible PROJECT expenditures with MLHP funds.

NOW, THEREFORE, AUTHORITY and COUNTY agree to the following:

SECTION I

AUTHORITY AGREES:

1. To reimburse COUNTY for the actual cost of the PROJECT up to a maximum of \$3,000,000 in MLHP funds. An estimate of costs for the PROJECT is provided in Attachment B. AUTHORITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount without an amendment to this agreement.
2. To reimburse COUNTY within thirty (30 days) after COUNTY submits an original and an electronic copy of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by COUNTY up to a maximum of \$3,000,000, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
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 COUNTY 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 AUTHORITY when planning and conducting additional audits.
4. To assign a project liaison for the purpose of attending Project Development Team (PDT) meetings.

SECTION II

COUNTY AGREES:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A.
2. To be responsible for all project costs in excess of \$3,000,000 in MLHP funds absent approval of an additional allocation from the AUTHORITY Board of Directors.

3. To be responsible for expending that portion of the eligible PROJECT expenses, subject to reimbursement by AUTHORITY hereunder, for an amount not to exceed \$3,000,000 in MLHP Funds. Expenses relative to time spent on the PROJECT by COUNTY are considered eligible PROJECT expenses and may be charged to the PROJECT funds subject to AUTHORITY's guidelines.
4. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
5. To prepare and submit to AUTHORITY an original and an electronic copy of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to AUTHORITY as frequently as monthly.
6. 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 AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY during normal business hours at COUNTY's Department of Public Works. Copies will be made and furnished by COUNTY upon written request by AUTHORITY.
7. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's requests 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, indirect cost allocation, and other allowable expenditures by COUNTY.
8. 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 Final Report of Expenditures and final invoice no later than one hundred twenty (120) days following the completion of the PROJECT work funded under this Agreement. An original and two copies of the Final Report of Expenditures shall be submitted to AUTHORITY and must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
9. To cooperate in having a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option and expense, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
10. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within one hundred twenty (120) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the findings. Should the findings not be otherwise resolved and COUNTY fail to reimburse moneys due AUTHORITY within

one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both Parties, the AUTHORITY reserves the right to withhold future payments due COUNTY from any source under AUTHORITY's control.

11. To include AUTHORITY in Project Development Team (PDT) meetings if and when such meetings are held and in related communications on PROJECT progress, to provide at least quarterly schedule updates to AUTHORITY, and to consult with AUTHORITY on critical issues relative to the PROJECT.
12. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of AUTHORITY and COUNTY.
13. To include in all contracts between COUNTY and its contractors for the PROJECT the requirement that AUTHORITY be named as an additional insured under general liability insurance policies maintained by the contractor for the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
2. The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from unforeseen conditions over the estimated total of the PROJECT cost, shall be borne by COUNTY unless prior authorization has been approved by the AUTHORITY Board of Directors pursuant to Section III, Paragraph 3 of this Agreement.
3. In the event COUNTY determines PROJECT work may exceed the not to exceed amount identified in Section I, Paragraph 1, COUNTY shall inform AUTHORITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall AUTHORITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
4. Eligible PROJECT reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
5. Neither AUTHORITY 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and

- agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless AUTHORITY, 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. COUNTY's indemnification obligation applies to AUTHORITY's "active" as well as "passive" negligence but does not apply to AUTHORITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
6. Neither COUNTY 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 AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless COUNTY, 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 AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. AUTHORITY's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 7. This Agreement will be considered terminated upon reimbursement of all eligible costs by AUTHORITY or December 31, 2022, whichever is sooner, provided that the provisions of Paragraphs 6, 7, 8, 9, 10 and 13 of Section II, and Paragraphs 5 and 6 of Section III, shall survive the termination of this Agreement. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the PROJECT work described in Attachment A has not been initiated or let by COUNTY within twelve (12) months of the Effective Date of this Agreement.
 8. After providing notice and an opportunity to cure, as further set forth herein, AUTHORITY may terminate this Agreement if COUNTY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein. If a breach is curable, prior to any such termination, AUTHORITY shall provide COUNTY written notice of default, and allow COUNTY thirty (30) days opportunity to cure any breach prior to termination. If a breach is capable of cure but, by its nature, cannot be cured within thirty (30) days, such additional period of time shall be allowed as may be reasonably necessary to cure the breach so long as the COUNTY commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.
 9. The failure of performance by either Party hereunder shall not be deemed to be a default where delays or defaults are due to the following force majeure events: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor,

- railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); provided that such force majeure events are beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such force majeure event shall be for the period of the forced delay and shall commence to run from the time of the commencement of the force majeure event, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the force majeure event. Times of performance under this Agreement may also be extended in writing by mutual agreement between the Parties, provided that the term of this Agreement may be extended only by a duly authorized written amendment to this Agreement.
10. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
 11. Attachment A, Arrowbear Drive Bridge Replacement Description of Project and Milestones, and Attachment B, Arrowbear Drive Bridge Replacement Summary of Estimated Costs, are attached to and incorporated into this Agreement.
 12. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

[Signatures on following page]

**SIGNATURE PAGE
TO
PROJECT FUNDING AGREEMENT NO. 16-1001376**

In witness whereof, the Parties have executed this Agreement by their authorized signatories below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

COUNTY OF SAN BERNARDINO

By: _____
Robert Lovingood, President
Board of Directors

By: _____
James Ramos
Chairman

Date: _____

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Scott Runyan
Deputy County Counsel

Date: _____

By: _____
Jeffery Hill
Procurement Manager

Date: _____

Attachment: Arrowbear MLHP Funding Agreement (2938 : Arrowbear Bridge & Widening Project Funding Agreement)

Attachment A

ARROWBEAR DRIVE BRIDGE REPLACEMENT PROJECT Description of Project and Milestones

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION						Print
PROJECT PROGRAMMING REQUEST						<i>General Instructions</i>
DTP-0001 (Revised July 2013)						
<input checked="" type="checkbox"/> New Project					Date:	4/20/16
District	EA	Project ID	PPNO	MPO ID	TCRP No.	
08						
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency		
SB				County of San Bernardino		
				MPO	Element	
				SCAG		
Project Manager/Contact		Phone		E-mail Address		
Jinghui Bradley		909-387-8173		Jbradley@dpw.sbcounty.gov		
Project Title						
Arrowbear Drive Bridge Replacement						
Location, Project Limits, Description, Scope of Work						<input type="checkbox"/> See page 2
The project is located at the spillway of Arrowbear Lake on Arrowbear Drive in the community of Arrowbear. The scope of work is bridge replacement.						
<input type="checkbox"/> Includes ADA Improvements <input type="checkbox"/> Includes Bike/Ped Improvements						
Component	Implementing Agency					
PA&ED	County of San Bernardino					
PS&E	County of San Bernardino					
Right of Way	County of San Bernardino					
Construction	County of San Bernardino					
Purpose and Need						<input type="checkbox"/> See page 2
The existing Arrowbear Drive Bridge at Arrowbear Lake Spillway is narrow (approx. 16' wide).The community of Arrowbear has limited access to State Highway 18 and Arrowbear Drive is the only evacuation route for this community. The project is to improve access into the community and provide easier and more reliable access in an emergency.						

Attachment: Arrowbear MLHP Funding Agreement (2938 : Arrowbear Bridge & Widening Project Funding Agreement)

Project Benefits		<input type="checkbox"/> See page 2
The project will benefit Arrowbear community with an easier and more reliable access in an emergency.		
<input type="checkbox"/> Supports Sustainable Communities Strategy (SCS) Goals		<input type="checkbox"/> Reduces Greenhouse Gas Emissions
Project Milestone		Proposed
Project Study Report Approved		08/30/16
Begin Environmental (PA&ED) Phase		09/01/16
Circulate Draft Environmental Document	Document Type	08/30/17
Draft Project Report		02/28/18
End Environmental Phase (PA&ED Milestone)		05/30/18
Begin Design (PS&E) Phase		06/01/18
End Design Phase (Ready to List for Advertisement Milestone)		12/30/18
Begin Right of Way Phase		06/01/18
End Right of Way Phase (Right of Way Certification Milestone)		12/30/18
Begin Construction Phase (Contract Award Milestone)		05/01/19
End Construction Phase (Construction Contract Acceptance Milestone)		10/30/19
Begin Closeout Phase		11/01/19
End Closeout Phase (Closeout Report)		05/30/20
<p>ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.</p> <p>STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION</p> <p>PROJECT PROGRAMMING REQUEST</p> <p>DTP-0001 (Revised May 2013) <i>General Instructions</i></p>		
<input checked="" type="checkbox"/> New Project		Date: 4/20/16
District	EA	Project ID
08		
PPNO	MPO ID	TCRP No.
Project Title		
Arrowbear Drive Bridge Replacement		
Additional Information		

Proposed Total Project Cost (\$1,000s)									Notes
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	
E&P (PA&ED)				450				450	
PS&E					200			200	
R/W SUP (CT)					50			50	
CON SUP (CT)						200		200	
R/W					100			100	
CON						1,800	200	2,000	
TOTAL				450	350	2,000	200	3,000	
Fund No. 1:	MLHP								Program Code
Proposed Funding (\$1,000s)									
Component	Prior	14/15	15/16	16/17	17/18	18/19	19/20+	Total	Funding Agency
E&P (PA&ED)				450				450	
PS&E					200			200	
R/W SUP (CT)					50			50	
CON SUP (CT)						200		200	
R/W					100			100	
CON						1,800	200	2,000	
TOTAL				450	350	2,000	200	3,000	

Attachment: Arrowbear MLHP Funding Agreement (2938 : Arrowbear Bridge & Widening Project Funding Agreement)

ATTACHMENT B

ARROWBEAR DRIVE BRIDGE REPLACEMENT PROJECT COUNTY OF SAN BERNARDINO

Summary of Estimated Costs

COMPONENT	TOTAL COST	AUTHORITY SHARE ⁽¹⁾	COUNTY LOCAL FUNDS
PA&ED	\$ 450,000	\$ 450,000	\$ 0
PS&E	\$ 200,000	\$ 200,000	\$ 0
Right of Way/ Right of Way Support	\$ 150,000	\$ 150,000	\$ 0
Construction/ Construction Support	\$ 2,200,000	\$ 2,200,000	\$ 0
TOTAL	\$ 3,000,000	\$ 3,000,000	\$ 0

(1) AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major/Local Highways program, State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or other funds without necessitating an amendment of this agreement.

Minute Action

AGENDA ITEM: 28

Date: July 6, 2016

Subject:

2016 Federal Earmark Repurposing - San Bernardino Valley Subarea

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission, approve staff recommendation for 2016 earmark repurposing as shown in Attachment 1.

Background:

On March 8, 2016, the Federal Highway Administration (FHWA) issued guidance on the implementation of an earmark repurposing provision contained in the 2016 Consolidated Appropriations Act. The Consolidated Appropriations Act allows States to repurpose any earmark that was designated on or before September 30, 2005, and is either less than 10 percent obligated or closed out. The repurposing provision is only available during Federal Fiscal Year 2015/2016.

The potential amount available in California for repurposing is approximately \$110-\$200 million. On April 14, 2015, the Earmark Repurpose Working Group agreed that the Regional Transportation Planning Agency (RTPA) would undertake the effort working with the earmark project sponsors in their region to identify eligible earmark projects to be repurposed. It was also agreed by the Working Group that the effort to identify earmark projects for repurposing would be limited to those with an obligation authority (OA) balance of more than \$1,000.

Caltrans has created two earmark lists: one identifying earmarks that were designated before September 30, 2005 and have less than 10 percent obligated, which are available for repurposing; and one identifying earmarks that were designated before September 30, 2005, and have greater than 10 percent obligated, which are only available for repurposing if their final voucher is paid and the project close-out has been completed by June 30, 2016.

Earmark funds are not required to be repurposed, they may remain with their current earmark project. However, the sponsors of such earmark projects are expected to provide proper justification to keep the projects as originally earmarked. The decision to allow the earmark to remain will be made by the local sponsoring agency based upon project timeline and status.

For a project to be eligible for a repurposed earmark, FHWA has established the following guidelines:

Entity: CTC

Board of Directors Agenda Item

July 6, 2016

Page 2

1. The project must be eligible for the Surface Transportation Block Grant (STBG) Program under Fixing America's Surface Transportation Act (FAST Act), formerly known as the Surface Transportation Program (STP) under prior Acts.
2. The project must be within 50 miles of the original earmark project.

Eleven (11) projects have been identified within the San Bernardino Valley subarea with a total of \$26,761,359 earmark funds available for repurposing. SANBAG staff has been working closely with the sponsoring agencies to identify projects that are eligible for earmark repurposing. Attachment 1 identifies each of these earmark projects and the recommended action.

It should be noted that Caltrans has not released information on the process of identifying alternative projects. Once these earmarks are repurposed on an alternate project, the earmark must also be programmed to that alternate project in the Federal Transportation Improvement Program (FTIP). SANBAG staff will continue to work closely with the sponsoring agency once Caltrans releases additional guidance on the repurposing and programming process.

Caltrans requested that the RTPA notify Caltrans of the sponsoring agency's ability to use earmarks according to the following timeline:

May 30, 2016 Deadline for project sponsors to submit all Final Report of Expenditure (FOE) documentation and invoices to Caltrans for earmarks that are currently obligated to active projects. This will allow enough time for Caltrans to complete the close-out process prior to a June 30, 2016, deadline. Any unused earmark funds can be repurposed once the project is closed out.

August 1, 2016 Deadline for RTPAs to submit the request to Caltrans for earmark repurposing.

September 30, 2019 Deadline for obligation of repurposed earmark.

Financial Impact:

This item has no impact on the adopted Fiscal Year 2016/17 Budget

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Attachment 1. Earmark Funds Available for Repurposing and Recommended Action
(San Bernardino Valley Subarea)

Sponsoring Agency	Demo ID/ Legislation	Project Description	Total Earmark	Obligated Amount as of 12/18/2015	Remaining Balance	Repurpose (Y/N)	Recommended Action/Comments
City of Chino	CA 517 SAFETEA-LU	Pine Avenue extension from Route 71 to Euclid Avenue in the City of Chino, California	\$6,119,319	\$2,560,000	\$3,559,319	N	Project underway. City is preparing environmental documents.
City of Colton	CA 651 SAFETEA-LU	Construct grade separations at Washington Ave. and UPRR crossing east and Washington Ave. and La Cadena Drive in Colton	\$359,960	\$0	\$359,960	Y	City of Colton will repurpose to Reche Canyon Realignment to Hunts Lane RTP ID: 4120116
City of Grand Terrace	IMD PL 108-4472005 H020	Interstate 215 at Barton Road overcrossing, City of Grand Terrace, San Bernardino County- interchange reconstruction, including redesign of northbound Barton Road on and off ramps and widening of Barton Road bridge structure	\$1,710,000	\$0	\$1,710,000	Y	IMD fund is not qualified for use on I-215. The city would like to keep the funds on I-215 Barton Road interchange once it is repurposed to STBG.
City of Fontana	CA 395 SAFETEA-LU	Construct Inland Empire Transportation Management Center in Fontana to better regulate traffic and dispatch personnel to incidents	\$1,079,880	\$0	\$1,079,880	Y	City is planning to install fiber optic to bring back video and communications to the Transportation Management Center

Sponsoring Agency	Demo ID/ Legislation	Project Description	Total Earmark	Obligated Amount as of 12/18/2015	Remaining Balance	Repurpose (Y/N)	Recommended Action/Comments
City of Loma Linda	CA 180 Sec 330	Tippecanoe/I-10 Interchange and medical center access, San Bernardino, California	\$2,980,500	\$1,490,250	\$1,490,250	N	The balance should be \$0 because remaining amount was obligated on I-10 Tippecanoe Phase II construction 6053 (083)
City of Montclair	CA 505 SAFETEA-LU	Ramona Avenue Grade Separation, Montclair, California	\$1,439,840	\$0	\$1,439,840	Y	Repurpose to Central Ave/UPRR Grade Sep Rehab project FTIP: 20131302
City of Ontario	CA 001 93 APP ACT	Access Ontario International Airport	\$3,200,222	\$3,046,139	\$153,861	Y	Repurpose to Grove Ave Corridor project FTIP: 20150201
City of Ontario	CA 001 ISTE A	Access Ontario International Airport	\$4,584,515	\$4,349,173	\$235,342	Y	Repurpose to Grove Ave Corridor project FTIP: 20150201
City of Ontario	CA 001 TEA-21	Access Ontario International Airport	\$9,850,798	\$7,168,817	\$2,681,981	Y	Repurpose to Grove Ave Corridor project FTIP: 20150201
SANBAG	CA 524 SAFETEA-LU	Improve interstates and roads part of the Inland Empire Goods Movement Gateway project in and around the former Norton Air Force Base	\$17,998,000	\$13,811,199	\$4,186,802	N	Will be expended/ obligated onto I-215 Barton IC FTIP SBD 31850, which was included in the Congressional intent letter for this earmark.
SANBAG	CA 744 PNRS	Roadway Improvements in and around the former Norton Airforce Base as part of the Inland Empire Goods Movement Gateway Project	\$49,823,893	\$39,959,769	\$9,864,124	N	Will be expended/ obligated onto I-215 Landscape FTIP: 20150305

Attachment: Attachment 1 - Earmark Repurpose Recommendations (2939 : Earmark Repurposing San

Minute Action

AGENDA ITEM: 29

Date: July 6, 2016

Subject:

2016 Federal Earmark Repurposing - Mountain/Desert Subareas

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority, approve staff recommendation on 2016 Earmark Repurposing as shown in Attachment 1 for the Mountain/Desert Subareas.

Background:

On March 8, 2016, the Federal Highway Administration (FHWA) issued guidance on the implementation of an earmark repurposing provision contained in the 2016 Consolidated Appropriations Act. The Consolidated Appropriations Act allows States to repurpose any earmark that was designated on or before September 30, 2005, and is either less than 10 percent obligated or closed out. The repurposing provision is only available during Federal Fiscal Year 2015/2016.

The potential amount available in California for repurposing is approximately \$110-\$200 million. On April 14, 2015, the Earmark Repurpose Working Group agreed that the Regional Transportation Planning Agency (RTPA) would undertake the effort working with the earmark project sponsors in their region to identify eligible earmark projects to be repurposed. It was also agreed by the Working Group that the effort to identify earmark projects for repurposing would be limited to those with an obligation authority (OA) balance of more than \$1,000.

Caltrans has created two earmark lists: one identifying earmarks that were designated before September 30, 2005 and have less than 10 percent obligated, which are available for repurposing; and one identifying earmarks that were designated before September 30, 2005, and have greater than 10 percent obligated, which are only available for repurposing if their final voucher is paid and the project close-out has been completed by June 30, 2016.

Earmark funds are not required to be repurposed, they may remain with their current earmark project. However, the sponsors of such earmark projects are expected to provide proper justification to keep the projects as originally earmarked. The decision to allow the earmark to remain will be made by the local sponsoring agency based upon project timeline and status.

For a project to be eligible for a repurposed earmark, FHWA has established the following guidelines:

Entity: CTA, CTC

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1. The project must be eligible for the Surface Transportation Block Grant (STBG) Program under Fixing America's Surface Transportation Act (FAST Act), formerly known as the Surface Transportation Program (STP) under prior Acts.
2. The project must be within 50 miles of the original earmark project.

Seven (7) projects have been identified within the Mountain/Desert Subareas with a total of \$7,721,326 earmark funds available for repurposing. SANBAG staff has been working closely with the sponsoring agencies to identify projects that are eligible for earmark repurposing. Attachment 1 identifies each of these earmark projects and the recommended action.

Concerning the first earmark listed in Attachment 1 for the High Desert Corridor, the Joint Powers Authority (JPA) voted at the June 1, 2016, meeting to request a swap of the \$719,921 earmark funds for Victor Valley Measure I Major Local Highway Program funds. Staff recommends arranging this swap on the US-395 widening project through Adelanto currently in the design phase. This would not result in additional funding for the project, but would replace a like amount of Measure I on the project. Because the earmark is replacing Measure I, the earmark funds would count toward Adelanto's share of Measure I. This is similar to how other funding swaps have been arranged in the past on the Green Tree Boulevard extension and J Street improvements in Needles. In the case that this swap is approved by the SANBAG Board, a separate agreement with the JPA concerning the Measure I funds and eligible uses for the High Desert Corridor will be developed.

San Bernardino County has requested a swap of the \$6,305 and \$596,038 earmark funds originally designated for I-15 and Fort Irwin Road, respectively, for North Desert Measure I Major Local Highway Program funds to be used for an 18-mile overlay project on National Trails Highway from Fort Cady to Lavic. Staff recommends applying this swap on the First Ave. Bridge over BNSF project in the City of Barstow, currently in the environmental phase, and City staff has agreed. This would not result in additional funding for the project but would replace a like amount of Measure I currently programmed on the project. Because the earmark is replacing Measure I, the earmark funds would count toward Barstow's share of North Desert Measure I Major Local Highway Funds.

The City of Victorville has requested that the \$3,599,600 and \$619,596 earmark funds originally designated for High Desert Corridor and La Mesa Nisqualli Interchange, respectively, be repurposed to the Green Tree Blvd extension project. The earmark funds will buy down the total project cost, which will reduce both public and development shares of the project.

It should be noted that Caltrans has not released information on the process of identifying alternative projects. Once these earmarks are repurposed on an alternate project, the earmark must also be programmed to that alternate project in the Federal Transportation Improvement Program (FTIP). SANBAG staff will continue to work closely with the sponsoring agency once Caltrans releases additional guidance on the repurposing and programming process.

Caltrans requested that the RTPA notify Caltrans of the sponsoring agency's ability to use earmarks according to the following timeline:

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May 30, 2016 Deadline for project sponsors to submit all Final Report of Expenditure (FOE) documentation and invoices to Caltrans for earmarks that are currently obligated to active projects. This will allow enough time for Caltrans to complete the close-out process prior to a June 30, 2016, deadline. Any unused earmark funds can be repurposed once the project is closed out.

August 1, 2016 Deadline for RTPAs to submit the request to Caltrans for earmark repurposing.

September 30, 2019 Deadline for obligation of repurposed earmark.

Financial Impact:

This item has no impact on the adopted Fiscal Year 2016/17 Budget

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on June 17, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Attachment 1. Earmark Funds Available for Repurposing and Recommended Action
(Mountain/Desert Subareas)

Sponsoring Agency	Demo ID/ Legislation	Project Description	Total Earmark	Obligated Amount as of 12/18/2015	Remaining Balance	Repurpose (Y/N)	Recommended Action/Comments
City of Victorville/ High Desert Corridor JPA	CA 381 SAFETEA-LU	Begin construction of road from U.S. 395 west towards SR 14	\$719,921	\$0	\$719,921	Y	The JPA has requested that SANBAG swap the earmark funds for a like amount of Measure I funds. Staff recommends swapping the funds on the US395 widening project through Adelanto.
State of Nevada Interests	CA 054 ISTEA	For improvements on I-15 and I-40 in (CA, NV, & AZ), including the I-15/US-95 interchange in Nevada (For improvements on I-15 and I-40 in (CA, NV, & AZ), including the I-15/US-95 interchange in Nevada (10.5 million of which shall be expended on the Nevada portion of the corridor)	\$43,503,372	\$41,665,488	\$1,837,884	Y	This earmark was originally used by Caltrans for widening I-15 through Victorville and for oversight of La Mesa/Nisqualli Interchange. SANBAG staff recommends repurposing the earmark balance for US395 widening through Adelanto reducing a like amount of Measure I funds.
San Bernardino County	CA 061 95 APP ACT/ TEA-21	Widen I-15 in San Bernardino County, California	\$24,183,107	\$24,176,802	\$6,305	Y	The County has requested that SANBAG swap the earmark funds for a like amount of Measure I funds in the North Desert subarea. Staff recommends swapping the Measure I funds on the 1 st Ave Bridge project over BNSF in the City of Barstow with the earmark funds.
San Bernardino County	CA 083 TEA-21	Upgrade Ft. Irwin Road from I-15 to Fort Irwin	\$1,153,237	\$557,199	\$596,038	Y	

Attachment: Attachment 1 - Earmark Repurpose Recommendations [Revision 1] (2940 : Earmark

Sponsoring Agency	Demo ID/ Legislation	Project Description	Total Earmark	Obligated Amount as of 12/18/2015	Remaining Balance	Repurpose (Y/N)	Recommended Action/Comments
City of Victorville	CA 448 SAFETEA-LU	Construction of new freeway between I-15 and U.S. 395, including new interchange at I-15.	\$3,599,600	\$0	\$3,599,600	Y	The City of Victorville will repurpose the funds to the Green Tree Blvd. extension project.
City of Victorville	CA 182 TEA-21	Construct interchange between I-15 and SR-18 in Victorville/Apple Valley, California.	\$5,629,026	\$5,287,044	\$341,982	N	Project cannot be closed out, so funds cannot be repurposed. City/ Caltrans/FHWA are resolving possible payback. (PE over 10 years rule)
City of Victorville	CA 609 SAFETEA-LU	Establish I-15 Interchange at Nisqualli and Mojave River crossing in San Bernardino County.	\$1,079,880	\$460,284	\$619,596	Y	The City of Victorville will repurpose the funds to the Green Tree Blvd. extension project.

Attachment: Attachment 1 - Earmark Repurpose Recommendations [Revision 1] (2940 : Earmark

Minute Action

AGENDA ITEM: 30

Date: July 6, 2016

Subject:

Allocation of Transportation Development Act Funds for Fiscal Year 2016/2017

Recommendation:

That the Board, acting as the San Bernardino County Transportation Commission, adopt Resolution No. 17-001 authorizing the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2016/2017.

Background:

Section 99214 of the California Public Utilities Code designates the San Bernardino County Transportation Commission as the Regional Transportation Planning Agency (RTPA) for the purpose of administering the Transportation Development Act (TDA) funds. This responsibility includes the approval of the Local Transportation Fund (LTF) and State Transit Assistance Fund (STAF) apportionments, issuance of LTF and STAF allocation instructions to the County of San Bernardino Auditor-Controller/Treasurer/Tax Collector, and authorization of LTF and STAF payments in accordance with the claim amounts filed by the claimants.

Title 21, Sections 6659 and 6753 of the California Code of Regulations, requires that the governing body adopt a resolution authorizing the issuance of LTF and STAF allocation instructions. Resolution 17-001 fulfills this requirement. The issuance of LTF and STAF allocation instructions will allocate funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SANBAG Transit Program and other eligible TDA claimants.

Throughout the course of the year, staff receives claims from eligible TDA claimants and verifies the claim amounts against planning documents. The planning documents that are used as the basis for approving the statutory claims of TDA funding include the transit operator Short Range Transit Plans and the SANBAG 10-Year Delivery Plan.

Following approval of a transit claim, staff issues allocation instructions to the County Auditor-Controller/Treasurer/Tax Collector, authorizing the use of the funds by the claimant for specific purposes. Staff requests disbursements of funds from the County, in accordance with disbursement requests submitted by the claimants, throughout the year.

In March 2016, the Board approved the Fiscal Year 2016/2017 LTF and STAF apportionments. The apportionment was subsequently incorporated into the Fiscal Year 2016/2017 Budget.

Entity: CTC

Board of Directors Agenda Item

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Financial Impact:

This item is consistent with the SANBAG Fiscal Year 2016/2017 Budget. Adoption of the resolution by the Board will authorize the issuance of LTF and STAF allocation instructions, providing funding for TDA administration, transportation planning and programming functions, and operating and capital assistance for the SANBAG Transit Program and other eligible TDA claimants as approved in the Fiscal Year 2016/2017 Budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016. SANBAG General Counsel has reviewed this item and the Resolution.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

RESOLUTION NO. 17-001

**RESOLUTION OF THE
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION
AUTHORIZING THE ALLOCATION OF
LOCAL TRANSPORTATION FUNDS AND
STATE TRANSIT ASSISTANCE FUNDS
FOR FISCAL YEAR 2016/2017**

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for the administration of the Transportation Development Act (TDA) funds within San Bernardino County; and

WHEREAS, the Southern California Association of Governments Executive Committee has adopted a Regional Transportation Plan directed toward the achievement of a coordinated and balanced transportation system; and

WHEREAS, the SANBAG Board of Directors (Board) adopts Short Range Transit Plans for each of the San Bernardino County transit operators; and

WHEREAS, the Board has adopted the SANBAG 10-Year Delivery Plan documenting anticipated capital expenditures for SANBAG's rail program; and

WHEREAS, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Funds and State Transit Assistance Funds consistent with the adopted plans, apportionments, and allocations; and

WHEREAS, the Short Range Transit Plans and the SANBAG 10-Year Delivery Plan include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

WHEREAS, the award of Transportation Development Act Article 3 funds for bicycle and pedestrian facilities and transit stop access improvement projects, pursuant to Public Utilities Code Section 99233.3, is typically approved in a separate Board action following a biennial call for projects and project evaluation process;

WHEREAS, SANBAG has incorporated the amount to be allocated to each of the transit operators and SANBAG into its Fiscal Year 2016/2017 Budget;

NOW THEREFORE BE IT RESOLVED by the San Bernardino County Transportation Commission:

Section 1. That the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2016/2017 is hereby approved subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, the claimant's Short Range Transit Plan, and SANBAG's 10-Year Delivery Plan, as applicable, and as amended through subsequent Board action.
2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.
3. The claimant is making full use of federal funds available pursuant to the Fixing America's Surface Transportation (FAST) Act.
4. The sum of the claimant's allocations from the State Transit Assistance Fund and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area-wide public transportation needs.
6. The claimant has made reasonable efforts to implement the productivity improvements recommended pursuant to Public Utilities Code Section 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code Section 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of State Transit Assistance Fund for operating purposes).
9. The transportation services contracted for under Public Utilities Code Section 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

Section 2. That such approval does not include allocations for local streets and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

Section 3. That the Executive Director or his designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Section 4. The foregoing recitals are true and correct.

Section 5. This resolution is effective upon its approval.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on July 6, 2016.

Robert A. Lovingood, Commission Chairperson

ATTEST:

Vicki Watson,
Clerk of the Commission

Attachment: Res 17-001 (2941 : Allocation of TDA Funds for Fiscal Year 2016/2017)

Minute Action

AGENDA ITEM: 31

Date: July 6, 2016

Subject:

Public Transportation Modernization, Improvement, and Service Enhancement Account Program Fund Allocation for the City of Needles

Recommendation:

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

- A. Approve a swap of \$169,014 Valley State Transit Assistance funds for \$169,014 Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds with the City of Needles for the purchase of replacement vehicles.
- B. Approve an amendment to the PTMISEA Expenditure Plan for San Bernardino Associated Governments (SANBAG) as shown in Attachment A, increasing the overall allocation to SANBAG by \$169,014 for the Redlands Passenger Rail Project.
- C. Approve an amendment to the PTMISEA Expenditure Plan for the City of Needles as shown in Attachment B, decreasing the overall allocation to the City of Needles by \$169,014.

Background:

Allocations from the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) provide capital funds to SANBAG and all of the transit operators throughout the county. This includes the Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Needles Area Transit (NAT), Southern California Regional Rail Authority (SCRRA), Victor Valley Transit Authority (VVTA), and Omnitrans.

On October 30, 2009, the California State Controller provided a schedule of the estimated remaining eligible amounts available to each regional entity for the duration of the PTMISEA Program. The estimated remaining eligible amount for the San Bernardino region was approximately \$70 million. The SANBAG Board approved the distribution and allocation of these funds to the transit operators and SANBAG on February 3, 2010. The City of Needles received a total allocation of \$369,014. To date, on behalf of the City of Needles, SANBAG has applied for and received \$200,000 in PTMISEA funds for the rehabilitation of the El Garces Intermodal Transit Center.

There are certain administrative and fiscal responsibilities associated with receiving PTMISEA Funds. Under the adopted guidelines for the PTMISEA grant program, the recipient of these funds is required to submit progress reports, fiscal and compliance audits, and a close-out report once the project is complete. The City of Needles currently plans to purchase replacement vehicles with the PTMISEA funds. Staff recommends allocating State Transit Assistance (STA) funds for the purchase of the replacement vehicles in lieu of the PTMISEA funds to minimize the

Entity: CTC

administrative burden on the City of Needles. Because the PTMISEA funds would be used for the Redlands Passenger Rail Project, the City of Needles would be allocated STA funds from the Valley share. With approval, this allocation will be included in their Fiscal Year 2016/2017 operator allocation.

Assembly Bill 1072, Statutes of 2009, and PTMISEA Guidelines require that operators and SANBAG submit to Caltrans a PTMISEA Program Expenditure Plan that contains a list of all projects the agency intends to fund with its share of PTMISEA for the life of the bond, including the amount for each project and the year in which the funds will be requested. Approval of this item will amend the current Expenditure Plans for SANBAG and the City of Needles. In summary the changes consist of:

SANBAG – increase the overall PTMISEA allocation for SANBAG by \$169,014, and increase the allocation to the Redlands Passenger Rail Project by the same amount.

City of Needles – decrease the overall PTMISEA allocation for the City of Needles by \$169,014, eliminating PTMISEA funds for replacement vehicles for the City of Needles. As noted above, the replacement vehicles will be funded with an equal amount of STA funds.

Financial Impact:

This item has no financial impact on the adopted SANBAG budget.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

ATTACHMENT A



Effective: 10/09

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA) PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: SANBAG/Southern California Regional Rail Authority
 City/County: Los Angeles/San Bernardino
 Sponsor Contact: Joanna Capelle
 Email: capellej@scrra.net
 Phone: 213 247-8049

Total PTMISEA Appropriation: 6799128 + 28142875+169014 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

Project Name	Project Description	PTMISEA Funds by FY										Other Fund Sources			Estimated Project Cost				
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local					
Operator Allocation		GC 8879.55(a)(3)																	
1. Positive Train Control (PTC)	PTC is a predictive collision avoidance technology designed to stop a train before a train movement that may result in an accident can occur. The Rail Safety Improvement Act of 2008 mandates the installation of PTC on passenger rail systems by 12/31/2015.		\$874,339	\$2,623,022											\$3,497,361	\$73,614,650	\$81,621,734	\$25,605,587	\$184,339,332
2. Rehab/Renovation	Rehab of Metrolink infrastructure, rolling stock, and equipment to extend useful life.			\$620,035						\$1,030,848					\$1,650,883				\$1,650,883
3. SB Line Sealed Corridor - SB County	Installation of fencing, barriers and other Safety Improvements			\$620,036						\$1,030,848					\$1,650,884				\$1,650,884
Population Allocation		GC 8879.55(a)(2) - Funds from SANBAG																	
1. Positive Train Control (PTC)	(see above)	\$5,500,000				\$18,798									\$18,798				\$18,798
2. Safety Retrofits on Rail Cars	(see above)	\$3,309,525						\$458,074	\$458,074	\$458,074	\$458,074				\$1,832,294				\$1,832,294
3. SB Line Extension	Extends SB Line to San Bernardino Transit Station (Rilato & E)			\$1,000,000	\$5,419,844										\$6,419,844	\$22,306,000	\$16,621,156	\$27,211,000	\$72,558,000
4. Redlands Line Construction	Reconstruct 9 miles, grade crossings, signal system & 8 stations									\$544,939					\$544,939	\$85,586,000	\$4,794,000	\$109,125,986	\$200,050,925
5. Redlands Rail Equipment	Acquire Redlands Rail vehicles									\$15,827,000					\$15,827,000				\$15,827,000
6. Redlands Passenger Rail Project	Redlands Passenger Rail Project vehicle procurement, construction, and equipment												\$169,014		\$169,014				\$169,014
7. Rialto Metrolink Parking	Acquire property and construct additional surface parking			\$1,500,000											\$1,500,000	\$3,485,000		\$800,000	\$5,785,000
8. Double Tracking Projects	Lilac to Rancho, 3 miles & 9 x-ings; Central to Archibald, 5.5 miles & 12 x-ings				\$2,000,000										\$2,000,000				\$2,000,000
															\$0				\$0
															\$0				\$0
															\$0				\$0
															\$0				\$0
Totals:		\$8,809,525	\$874,339	\$6,363,093	\$7,419,844	\$18,798	\$458,074	\$18,891,709	\$458,074	\$627,088	\$35,111,017	\$184,991,650	\$103,036,890	\$162,742,573	\$485,882,130				

Description:
 Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond. The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature : _____
 Caltrans Signature : _____

Date: _____
 Date: _____

Minute Action

AGENDA ITEM: 32

Date: July 6, 2016

Subject:

Funding Allocation and Project List for Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2016/2017

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Authority:

- A. Approve the Measure I Funding Allocations for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2016/2017 as referenced in Table 1 in this Agenda Item.
- B. Approve the Project List for the Measure I Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2016/2017 as referenced in Attachment 1 to this Agenda Item.

Background:

As part of the 2010-2040 Measure I Strategic Plan the SANBAG Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policy 40006 requires each valley jurisdiction to execute a Jurisdiction Master Agreement with SANBAG to be eligible for reimbursement of Measure I Valley Arterial sub-program funds. The agreements serve as multi-year contracts to apply throughout the remaining life of Measure I 2010-2040. On an annual fiscal year basis, as required by the Jurisdictional Master Agreements, SANBAG is to adopt the Measure I Valley Major Street Program/Arterial Sub-Program Funding Allocations and Project List.

The funding allocations were presented to the SANBAG Board in March 2016 as part of the Fiscal Year 2016/2017 budget planning process. In addition, the allocation includes a partial repayment of deferred allocations that benefited the Project Advancement Agreement (PAA) program.

The Fiscal Year 2016/2017 funding allocations approved by the SANBAG Board in March 2016 are included in Table 1, as well as each jurisdiction's previous allocation amounts. The cumulative allocation through Fiscal Year 2016/2017, which includes any repayment of deferred allocations, is listed in the last column of the table.

Entity: CTA

Table 1
Approved Measure I Valley Major Street/Arterial Sub-Program Allocation Amounts

Jurisdiction	Equitable Share	Cumulative Allocation through 15/16	Approved Adjusted FY 16/17 Allocation	Cumulative Allocation through 16/17
Chino	7.591%	\$2,800,621.59	\$1,104,086.73	\$3,904,708.32
Chino Hills	2.194%	\$749,815.61	\$319,236.20	\$1,069,051.81
Colton	2.534%	\$940,348.16	\$367,173.28	\$1,307,521.44
Fontana	19.400%	\$7,013,582.47	\$2,599,771.41	\$9,613,353.88
Grand Terrace	1.389%	\$511,082.35	\$202,374.43	\$713,456.78
Highland	6.777%	\$2,315,308.71	\$986,254.68	\$3,301,563.39
Loma Linda	4.074%	\$1,389,730.90	\$593,344.27	\$1,983,075.17
Montclair	0.597%	\$203,795.22	\$81,000.88	\$284,796.10
Ontario	12.272%	\$4,195,003.96	\$1,679,741.55	\$5,874,745.51
Rancho Cucamonga	5.044%	\$2,010,159.95	\$561,546.12	\$2,571,706.07
Redlands	4.854%	\$1,653,178.53	\$707,510.82	\$2,360,689.35
Rialto	3.831%	\$1,403,900.99	\$559,629.28	\$1,963,530.27
San Bernardino	7.857%	\$2,705,645.20	\$1,144,040.02	\$3,849,685.22
Upland	2.743%	\$1,063,942.82	\$382,182.03	\$1,446,124.85
Yucaipa	5.965%	\$2,541,429.09	\$643,080.53	\$3,184,509.62
County	12.878%	\$6,653,098.82	\$1,388,363.97	\$8,041,462.79
Arterial Allocation	100.00%	\$38,150,644.37	\$13,319,336.20	\$51,469,980.57

The Project List in Attachment 1 represents the projects for which expenditures are eligible for reimbursement in Fiscal Year 2016/2017. The project list is based on the submittals jurisdictions provided to SANBAG as part of their Capital Project Needs Analysis (CPNA) submittal. The list includes all projects listed for Fiscal Years 2016/2017 and 2017/2018 plus projects for which there were prior expenditures that have not been fully reimbursed. Staff is requesting approval of the Project List.

The Transportation Technical Advisory Committee (TTAC) reviewed the funding allocations (Table 1) on February 1, 2016, prior to SANBAG Board approval in March 2016. The Project List (Attachment 1) was reviewed by TTAC on April 4, 2016.

Board of Directors Agenda Item
July 6, 2016
Page 3

Financial Impact:

This item is not consistent with the Fiscal Year 2016/2017 Budget, Subtask No. 0515, Measure I Valley Apportionment and Allocation. A future budget amendment may be needed depending on actual reimbursement requests.

Reviewed By:

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016.

Responsible Staff:

Andrea Zureick, Director of Fund Administration

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

ATTACHMENT 1

Measure I Valley Major Street Program/Arterial Sub-Program
Projects Eligible for Reimbursement in FY2016/2017

Project Information						Eligible for Reimbursement		
Agency	2015 Nexus Study?	Nexus Study Project Cost Estimate	Project Type	Public Share	Nexus Study Project Description	PRIOR	FY16-17	FY17-18
Chino	Yes	\$278,000	ART	64.80%	Construct Traffic Signal at the Intersection of Eucalyptus and Mountain	\$0	\$5,000	\$134,000
Chino	Yes	\$198,740	ART	64.80%	Construct Traffic Signal at the Intersection of Kimball and Main	\$99,370	\$0	\$0
Chino	Yes	\$258,000	ART	64.80%	Construct Traffic Signal at the Intersection of Pine Avenue and El Prado	\$1,000	\$10,000	\$75,000
Chino	Yes	\$333,000	ART	64.80%	Construct Traffic Signal at the Intersection of Pine Avenue and Euclid	\$1,000	\$10,000	\$100,000
Chino	Yes	\$334,000	ART	64.80%	Construct Traffic Signal at the Intersection of Pine Avenue and Main Street	\$0	\$4,000	\$163,000
Chino	Yes	\$334,000	ART	64.80%	Construct Traffic Signal at the Intersection of Pine Avenue and Sultana Ave	\$0	\$4,000	\$163,000
Chino	Yes	\$334,000	ART	64.80%	Construct Traffic Signal at the Intersection of Pine Avenue and Mill Creek/Chino-Corona Rd	\$0	\$4,000	\$163,000
Chino	Yes	\$334,000	ART	64.80%	Construct Traffic Signal at the Intersection of Pine Avenue and Rincon Meadows Ave	\$0	\$4,000	\$163,000
Chino	Yes	\$333,000	ART	64.80%	Construct Traffic Signal at the Intersection of Pine Avenue and SR-71	\$1,000	\$10,000	\$100,000
Chino	Yes	\$334,000	ART	64.80%	Construct Traffic Signal at the Intersection of Pine Avenue and West Preserve Loop	\$4,000	\$163,000	\$0
Chino	Yes	\$1,854,000	ART	64.80%	Widen El Prado Road from Central Ave to Pine from 2 to 4 lanes	\$0	\$63,000	\$264,000
Chino	Yes	\$6,794,000	ART	64.80%	Widen Pine Ave from Hellman Ave to Euclid Ave from 2 to 4 lanes	\$0	\$215,000	\$353,000
Chino	Yes	\$31,387,120	ART	64.80%	Widen Pine Avenue from Euclid Avenue to SR 71 from 2 to 4 lanes	\$185,000	\$150,000	\$400,000
Chino		\$43,105,860			Total	\$291,370	\$642,000	\$2,078,000
Chino Hills		\$0			Total	\$0	\$0	\$0
Colton	Yes	\$1,070,000	ART	56.40%	Realign Reche Canyon Rd to Hunts Ln from Washington St to City limit and Widen Reche Canyon Rd from City limit to City/Riverside city limits from 2 lanes to 4 lanes	\$0	\$0	\$153,408
Colton	Yes	\$26,054,640	ART	56.40%	Widen La Cadena Dr from Rancho Ave to Iowa split including bridge over Santa Ana River from 4 to 6 lanes	\$169,820	\$94,300	\$84,600
Colton	Yes	\$468,100	ART	56.40%	Extend Washington St to La Cadena Dr	\$0	\$52,734	\$0
Colton	Yes	\$11,149,708	ART	56.40%	Mount Vernon Bridge over UPRR Widening Project	\$293,910	\$57,105	\$57,105
Colton		\$38,742,448			Total	\$463,730	\$204,139	\$295,113
Fontana	Yes	\$4,769,000	ART	67.90%	Beech: Construct 4 lanes extending the street from Miller to Foothill	\$11,757	\$1,486,853	\$0
Fontana	Yes	\$7,881,000	ART	67.90%	Foothill: widen from Citrus Ave to Maple Ave from 4 to 6 lanes	\$109,767	\$931,671	\$0
Fontana	Yes	\$6,365,000	ART	67.90%	Citrus: widen from Jurupa Ave to Slover Ave from 2 to 4 lanes	\$84,695	\$88,273	\$746,511
Fontana	Yes	\$9,767,000	ART	67.90%	Sierra: Foothill Blvd to Baseline Rd widen from 4 to 6 lanes	\$574,474	\$1,171,979	\$0
Fontana	Yes	\$5,059,440	ART	67.90%	Etiwanda/Slover Intersection	\$0	\$241,996	\$3,193,364
Fontana		\$33,841,440			Total	\$780,693	\$3,920,772	\$3,939,875
Grand Terrace	Yes	\$1,752,730	ART	60.10%	Widen Michigan Ave from Commerce Way to Main St from two lanes to four lanes	\$443,000	\$114,000	\$117,000
Grand Terrace		\$1,752,730			Total	\$443,000	\$114,000	\$117,000
Highland	Yes	\$21,044,000	LOAN	N/A	SR210/Base Line Interchange	\$209,000	\$454,000	\$692,000
Highland		\$21,044,000			Total	\$209,000	\$454,000	\$692,000
Loma Linda		\$0			Total	\$0	\$0	\$0
Montclair	Yes	\$12,000,000	ART	81.10%	Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes	\$0	\$1,000,000	\$1,000,000
Montclair	Yes	\$35,000,000	ART	81.10%	Monte Vista and UPRR Grade Separation	\$38,000	\$0	\$0
Montclair		\$47,000,000			Total	\$38,000	\$1,000,000	\$1,000,000

Attachment: Major Street Program/Arterial Projects Eligible for Reimbursement FY16/17 (2935 : Funding Allocation and Project List for Valley

ATTACHMENT 1

Measure I Valley Major Street Program/Arterial Sub-Program
Projects Eligible for Reimbursement in FY2016/2017

Project Information						Eligible for Reimbursement		
Agency	2015 Nexus Study?	Nexus Study Project Cost Estimate	Project Type	Public Share	Nexus Study Project Description	PRIOR	FY16-17	FY17-18
Ontario	Yes	\$4,693,000	ART	55.60%	Widen Grove Ave from I-10 Frwy to Holt Blvd from 4 to 6 lanes, including W. Cuc. Creek Bridge	\$465,402	\$644,231	\$527,505
Ontario	Yes	\$2,400,000	ART	55.60%	Widen Holt Blvd. from 750 ft west of to 750 ft east of Grove Ave from 4 to 6 lanes	\$209,890	\$597,005	\$527,505
Ontario	Yes	\$3,500,000	ART	55.60%	Widen Holt Blvd. from 750 ft. west of to 750 ft. east of Mountain Ave. from 4 to 6 lanes	\$396,150	\$872,225	\$677,625
Ontario	Yes	\$3,500,000	ART	55.60%	Widen Mountain Ave. between Brooks and Vesta Streets from 4 to 6 lanes	\$396,150	\$872,225	\$677,625
Ontario		\$14,093,000			Total	\$1,467,592	\$2,985,686	\$2,410,260
Rancho Cucamonga	Yes	\$7,503,040	ART	71.30%	Wilson Ave from East Ave to Wardman Bullock Rd - new street	\$1,659,400	\$300,000	\$288,000
Rancho Cucamonga	Yes	\$391,640	ART	71.30%	Widen Victoria Ave. from EHS to I-15	\$11,864	\$267,375	\$0
Rancho Cucamonga	Yes	\$298,420	ART	71.30%	Construct a Traffic Signal at the Intersection of 6th and Utica	\$7,785	\$204,987	\$0
Rancho Cucamonga	Yes	\$290,920	ART	71.30%	Construct a Traffic Signal at the Intersection of Carnelia and Banyan	\$7,785	\$199,640	\$0
Rancho Cucamonga		\$8,484,020			Total	\$1,686,834	\$972,002	\$288,000
Redlands	Yes	\$450,000	ART	76.90%	Construct a Traffic Signal at the Intersection of Sixth Ave and I-10 EB on-ramp	\$0	\$0	\$173,000
Redlands	Yes	\$450,000	ART	76.90%	Construct a Traffic Signal at the Intersection of Sixth Ave and I-10 WB on-ramp	\$0	\$0	\$173,000
Redlands	Yes	\$460,000	ART	76.90%	Construct a Traffic Signal at the Intersection of Ford St and I-10 WB	\$0	\$0	\$43,000
Redlands	Yes	\$675,260	LOAN	N/A	I-10 University Interchange	\$95,700	\$260,320	\$313,930
Redlands		\$2,035,260			Total	\$95,700	\$260,320	\$702,930
Rialto	Yes	\$15,022,009	ART	59.10%	Pepper Avenue Extension	\$8,878,008	\$0	\$0
Rialto	Yes	\$9,199,174	ART	59.10%	Ayala Ave Widening - Ayala Rd from Baseline Rd to Easton Ave from 2 to 4 lanes	\$5,436,713	\$0	\$0
Rialto	Yes	\$13,314,108	ART	59.10%	Alder Widening City Project No. 140801	\$451,003	\$382,757	\$7,064,878
Rialto	Yes	\$4,700,000	ART	59.10%	Randall Widening City Project No. 140809	\$286,551	\$245,350	\$2,245,800
Rialto	Yes	\$6,426,317	ART	59.10%	Riverside Av & San Bernardino Av Widening	\$3,563,173	\$0	\$0
Rialto	Yes	\$481,229	ART	59.10%	Cactus Avenue Widening South of Foothill, City Project No. 130809	\$284,407	\$0	\$0
Rialto	Yes	\$1,100,000	ART	59.10%	Valley Cactus Linden Widening City Project No. 140802	\$252,568	\$102,032	\$295,500
Rialto	Yes	\$61,090	ART	59.10%	Eucalyptus Widening City Project No. 140808	\$36,104	\$0	\$0
Rialto	Yes	\$1,550,000	ART	59.10%	Riverside Linden Widening & TS City project No. 120802	\$916,050	\$0	\$0
Rialto		\$51,853,927			Total	\$20,104,577	\$730,139	\$9,606,178
San Bernardino	Yes	\$79,043,000	ART	67.60%	Mount Vernon Viaduct Bridge Replacement	\$835,000	\$226,000	\$1,282,000
San Bernardino	Yes	\$6,407,000	ART	67.60%	Extension of State Street between Foothill Blvd (SR66) and Hanford St, from 0 to 4 lanes	\$362,000	\$604,000	\$324,000
San Bernardino	Yes	\$2,845,000	ART	67.60%	Widen 40th Street between Johnson Street and Electric Avenue from 2 to 4 lanes	\$20,000	\$239,000	\$68,000
San Bernardino	Yes	\$815,000	ART	67.60%	Widen "H" Street between Kendall Drive and 40th Street from 2 to 4 lanes	\$0	\$2,000	\$20,000
San Bernardino		\$89,110,000			Total	\$1,217,000	\$1,071,000	\$1,694,000
San Bernardino County - Fontana Sphere	Yes	\$1,018,457	ART	58.30%	Widen Cherry Ave bridge from Merrill Ave to Whittram from 4 to 6 lanes	\$593,760	\$0	\$0
San Bernardino County - Fontana Sphere	Yes	\$3,265,490	ART	58.30%	PH1: Widen San Bernardino Ave from Cherry Ave to Fontana City Limits from 2 to 4 lanes	\$84,821	\$17,490	\$1,801,470
San Bernardino County - Rialto Sphere	Yes	\$10,082,304	ART	62.40%	PH B: Widen Slover Ave from Tamarind Ave to Alder Ave & from Linden Ave to Cedar Ave from 2 to 4 lanes	\$702,384	\$1,615,072	\$0
San Bernardino County		\$14,366,251			Total	\$1,380,965	\$1,632,562	\$1,801,470
Upland	Yes	\$6,000,000	ART	60.60%	Widen Foothill Blvd from County Line to Central Ave from 2 to 6 lanes	\$3,591,000	\$0	\$0
Upland	Yes	\$1,870,000	ART	60.60%	Widen Arrow Hwy from County Line to Central Ave from 2 to 4 lanes	\$3	\$0	\$0
Upland		\$7,870,000			Total	\$3,591,003	\$0	\$0

ATTACHMENT 1

Measure I Valley Major Street Program/Arterial Sub-Program Projects Eligible for Reimbursement in FY2016/2017								
Project Information						Eligible for Reimbursement		
Agency	2015 Nexus Study?	Nexus Study Project Cost Estimate	Project Type	Public Share	Nexus Study Project Description	PRIOR	FY16-17	FY17-18
Yucaipa	Yes	\$929,000	ART	69.10%	Widen County Line Rd from I-10 to Calimesa Blvd from 2 to 4 lanes	\$15,000	\$0	\$0
Yucaipa	Yes	\$210,000	ART	69.10%	Widen Calimesa Bl from Oak Glen Rd to County Line Rd from 2 to 4 lanes	\$55,000	\$0	\$0
Yucaipa	Yes	\$914,000	ART	69.10%	Widen 5th St from Yucaipa Bl to County Line Rd from 2 to 4 lanes	\$55,000	\$0	\$0
Yucaipa	Yes	\$2,410,000	ART	69.10%	Widen Ave E from 14th St to Bryant St from 2 to 4 lanes	\$621,000	\$112,000	\$447,000
Yucaipa	Yes	\$8,800,000	ART	69.10%	Widen Yucaipa Bl from I-10 to 15th St from 4 to 6 lanes	\$1,411,000	\$480,000	\$144,000
Yucaipa		\$13,263,000			Total	\$2,157,000	\$592,000	\$591,000
GRAND TOTALS		\$386,561,936				\$33,926,464	\$14,578,620	\$25,215,826

Minute Action

AGENDA ITEM: 33

Date: July 6, 2016

Subject:

Legislative Update

Recommendation:

Receive and File

Background:

State Update

Update on San Bernardino Associated Governments (SANBAG) Sponsor Bill

SB 1305 (Morrell, R-Rancho Cucamonga), was unanimously approved on the Senate Floor on May 23rd and is scheduled to be taken up in the Assembly Transportation Committee June 27th.

Ad Hoc Committee Update

The Legislative Ad Hoc Committee took action on four state bills in June of interest to SANBAG.

OPPOSE - SB 885 (D - Wolk)

Construction contracts: indemnity

SB 885 requires the public agency to defend the interests of the design professional in a lawsuit filed against the public agency, even if the lawsuit directly relates to work performed by the design professional; requires the public agency to front the legal costs of the defense; and allows the public agency to seek reimbursement from the design professional only if the agency loses the case (if the public agency successfully defends the design professional's interest, there is no obligation for the design professional to pay for any of the costs of the defense).

SB 885 shifts private sector risk to the taxpayer, jeopardizing voter approved transportation projects. This bill represents an unfair cost shift of legal defense fees to public agencies and public works contractors who will be forced to cover the "defense hole" created by design professionals in construction defect litigation. Shifting the costs of defense obligations to public entities and contractors will result in delays and increased costs in project delivery. This new process would excuse a design professional from the duty to defend or protect against claims against a public agency until the design professional's degree of fault was determined by a court or through arbitration. SB 885 was amended and now applies to any amendments to current contracts.

Entity: CMA, COG, CTA, CTC, JPA, SAFE

SANBAG staff is working with our delegation and the Self-Help Counties Coalition to oppose this bill.

STRONGLY OPPOSE – SB 1387 (D - De Leon)

Non-vehicular air pollution: market-based incentive programs: South Coast Air Quality Management District board.

SB 1387 adds three members to the South Coast Air Quality Management District (SCAQMD) Governing Board, and creates a process by which the California Air Resources Board (ARB) is required to either 1) approve, or 2) disapprove, revise, and then approve, any plan for, changes to, or rules implementing, a local air district's market-based incentive program.

This bill substantially and adversely modifies the use of market-based incentive programs, including limiting their ability to achieve cost-effective emissions reductions in Southern California, and adds state-level appointed positions to the SCAQMD, effectively shifting local control over critical regional air quality planning to state lawmakers.

California has led the nation in employing state-of-the-art market-based incentive programs, which have succeeded in reducing emissions from hundreds of covered facilities dramatically and reliably for two decades. SCAQMD and the ARB succeeded in obtaining US Environmental Protection Agency (EPA) approval of the SCAQMD RECLAIM program as part of the California State Implementation Plan under the Clean Air Act.

RECLAIM uses the power of the marketplace to reduce air pollutants from stationary sources, an approach to air quality regulation that has the potential to clean up our air more effectively than traditional regulations. As amended, SB 1387 would now limit the use of market-based incentive programs like SCAQMD's RECLAIM to cost-effectively achieve emission reduction in Southern California.

The three additional SCAQMD Board members would be appointed by the Governor, the Senate Committee on Rules, and the Speaker of the Assembly. SB 1387 would give state legislators in Sacramento more than a third of the seats on a regional air quality board created and designed to make regional decisions for Southern California. It is entirely inappropriate to shift local control over critical regional air quality planning to state lawmakers in Sacramento.

OPPOSE - AB 2542 (D - Gatto)

Streets and highways: reversible lanes

AB 2542 requires, prior to seeking approval from the California Transportation Commission, to conduct major street or highway lane realignments or capacity-increasing projects, both regional transportation agencies and Caltrans to demonstrate that they considered reversible lanes for major street or highway realignments, or for capacity-increasing projects.

SANBAG and Caltrans already consider a range of multiple configurations and improvement alternatives for transportation projects through the typical project development process. The project purpose, need and improvement alternatives are currently considered at different times through various stages of the process. For example, each project has a Project Initiation Document developed that is used to program the project development support for

State Transportation Improvement Program (STIP) candidates. This document also describes the transportation problem, identifies the scope of the viable alternatives, and provides an estimate of the project development support resources required for the specific project. Additionally, the project purpose, need and alternatives are further studied and reviewed during the typical environmental process, ultimately resulting in selecting the preferred project alternative for implementation.

SANBAG currently has the ability to consider reversible lanes for major street or highway realignments or for capacity-increasing projects as part of the typical project development process. The increased requirements of AB 2542 could create project delays and increased cost.

OPPOSE - SB 1259 (R - Runner)

Vehicles: toll payment: veterans

SB 1259 would exempt vehicles registered to a veteran and displaying a specialized veteran's license plate, from payment of a toll or related fines on a toll road, high-occupancy toll (HOT) lane, toll bridge, toll highway, a vehicular crossing, or any other toll facility. Existing law requires every vehicle using a toll facility be subject to the fee associated with that facility.

Although the current number of veteran license plates is small, there is no cap or sunset on this allowance. As SANBAG moves forward with the locally preferred alternative on I-10, any added capacity to the Express Lanes will result in lower revenue and added congestion. Drivers who voluntarily chose to pay to access the express lanes would bear the burden of potential cost increases due to higher capacity in the system.

Additionally, AB 914 (Brown) established the authority for SANBAG to conduct, administer, and operate Express Lanes on I-10 and I-15 in San Bernardino County. As SANBAG moves forward with the revenue and feasibility study on I-10 Contract 1, the Board of Directors could choose to allow for exemptions into the facility. SB 1259 takes away the Board's ability to make that determination and its local control of the project.

Attachment A reflects bills of interest for SANBAG.

Federal Update

Ad Hoc Committee Update

The Legislative Ad Hoc Committee took action on one federal bill in June of interest to SANBAG.

SUPPORT – H.R. 4775 (Olson, R-Texas)

Ozone Standards Implementation Act of 2016

H.R. 4775 amends the Clean Air Act, with a primary focus on states that will have new nonattainment areas as a result of the ozone standards adopted by the Environmental Protection Agency in 2015.

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Specifically, the bill:

- Delays the implementation of the ozone National Ambient Air Quality Standards (NAAQS) that were adopted in 2015.
- Extends until: (1) October 26, 2024, the deadline for states to submit designations to implement the 2015 ozone NAAQS; and (2) October 26, 2025, the deadline for the Environmental Protection Agency (EPA) to designate state areas as attainment, nonattainment, or unclassifiable areas with respect to the 2015 ozone NAAQS. States must submit a state implementation plan (SIP) by October 26, 2026, to implement, maintain, and enforce the 2015 ozone NAAQS.
- Changes the review cycle for criteria pollutant NAAQS from a 5-year review cycle to a 10-year review cycle. The EPA may not complete its next review of ozone NAAQS before October 26, 2025.

Though H.R. 4775 does not change the South Coast Air Basin attainment deadlines, it provides benefits in other areas such as review cycles and contingency measures. The bill changes the review cycle for criteria pollutant NAAQS from a 5-year review cycle to a 10-year review cycle. The EPA may not complete its next review of ozone NAAQS before October 26, 2025. This means that air quality standards may not be modified as frequently as in the past.

The bill provides that in Extreme Ozone Nonattainment Areas, such as the South Coast, contingency measures are not required to be included in a SIP. This could make preparation of Air Quality Management Plans slightly less difficult, but further action could then be required by the State or EPA Administrator in the event that the air basin does not attain the requisite air quality standard by the attainment date.

Financial Impact:

This item has no impact on the adopted SANBAG Budget.

Reviewed By:

The Legislative Ad Hoc Committee took action on bills of interest to SANBAG.

Responsible Staff:

Tricia Almiron, Legislative Analyst

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Attachment A

Bill Matrix

CA AB 12	AUTHOR:	Cooley [D]
	TITLE:	State Government: Administrative Regulations: Review
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	12/01/2014
	LAST AMEND:	08/19/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires each state agency after a noticed public hearing, to review the agency's regulations, identify any regulations that are duplicative, overlapping, inconsistent, or out of date, to revise those identified regulations, and report to the Legislature and Governor.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA AB 278	AUTHOR:	Hernandez R [D]
	TITLE:	Municipal Elections
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/11/2015
	LAST AMEND:	06/20/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Governance and Finance Committee
	HEARING:	06/29/2016 9:30 am
	SUMMARY:	Deletes the requirement that a municipal ordinance describe the boundaries, and number, of each legislative district. Requires the legislative body to prepare a proposed map describing the boundaries and number of legislative district after the ordinance is passed or enacted. Requires a legislative body effecting such a change to hold public hearings on the change. Requires compliance with the Voting Rights Act of 1965. Relates to local election ordinances. Extends the authority to any city.
	STATUS:	
	06/20/2016	From SENATE Committee on GOVERNANCE AND FINANCE with author's amendments.
	06/20/2016	In SENATE. Read second time and amended. Re-referred to Committee on GOVERNANCE AND FINANCE.
	Priority:	High
CA AB 326	AUTHOR:	Frazier [D]
	TITLE:	Public Works: Prevailing Wage Rates
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/13/2015
	LAST AMEND:	06/09/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Appropriations Committee

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HEARING: 06/27/2016 10:00 am**SUMMARY:**

Relates to civil wage and penalty assessments for contractors in violation of public works contract laws, including prevailing wage laws. Relates to an exception from liability for liquidated damages if a contractor, subcontractor, or surety deposits an amount of an assessment or notice, including penalties, to be held in escrow pending review. Requires the release of such funds plus interest within a specified time period, upon the meeting of specified requirements.

STATUS:

06/09/2016 In SENATE. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

Priority: High

CA AB 450

AUTHOR: McCarty [D]**TITLE:** Contractual Assessments**FISCAL** no**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/23/2015**LAST AMEND:** 06/09/2016**DISPOSITION:** Pending**LOCATION:** Senate Governance and Finance Committee**SUMMARY:**

Authorizes the use of voluntary contractual assessments to finance improvements related to the construction of specified residential and nonresidential buildings. Authorizes public bonds to finance improvements repaid through such assessments. Relates to fixed bond interest. Allows assessment transfers if bonds not issued. Requires a transfer agreement outlining all aspects of the transfer.

STATUS:

06/15/2016 Re-referred to SENATE Committee on GOVERNANCE AND FINANCE.

Priority: High

CA AB 516

AUTHOR: Mullin [D]**TITLE:** Vehicles: Temporary License Plates**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/23/2015**LAST AMEND:** 07/16/2015**DISPOSITION:** Pending**FILE:** 61**LOCATION:** Senate Third Reading File**SUMMARY:**

Requires the Department of Motor Vehicles to develop an operational system that allows a dealer or lessor-retailer to electronically report the sale of a vehicle and provide a temporary license plate. Authorizes related fees and document fees. Prohibits a person from displaying or presenting to a peace officer, a temporary plate that was not issued for that vehicle. Relates to counterfeiting temporary plates. Requires the replacement or destruction of temporary plates upon receipt of permanent plates.

STATUS:

02/10/2016 In SENATE. Read second time. To third reading.

Priority: High

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CA AB 620	AUTHOR:	Hernandez R [D]
	TITLE:	High-Occupancy Toll Lanes: Exemptions from Tolls
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/24/2015
	LAST AMEND:	01/27/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Transportation and Housing Committee
	HEARING:	06/28/2016 1:30 pm
	SUMMARY:	Relates to high-occupancy toll lanes. Requires the Los Angeles county Metropolitan Transportation Authority to take steps to increase enrollment and participation in the low-income assistance program, through advertising and work with community organizations and social service agencies. Requires the Authority and the Department of Transportation to report to the Legislature on efforts to improve the HOT land program, including efforts to increase participation in that assistance program.
	STATUS:	
	02/18/2016	To SENATE Committee on TRANSPORTATION AND HOUSING.
	Priority:	High
CA AB 645	AUTHOR:	Williams [D]
	TITLE:	California Renewables Portfolio Standard
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/24/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Expresses the intent of the Legislature for the purposes of the Renewables Portfolio Standard program that the amount of electricity generated per year from eligible renewable energy resources be increased to an amount equal to at least 50% by a specified date. Requires the Public Utilities Commission to establish the quantity of electricity products from eligible renewable energy resources to be procured by each retail seller for specified periods.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA AB 678	AUTHOR:	O'Donnell [D]
	TITLE:	Energy Efficiency and Greenhouse Gas Reductions
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/25/2015
	LAST AMEND:	08/18/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires the State Air Resources Board to develop and implement the Energy Efficiency and

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Greenhouse Gas Reductions Ports Program to fund energy efficiency upgrades and investments at public ports. Requires a port to develop and adopt an energy plan for the port to receive funding for energy-related projects. Authorizes the State Board to expend moneys it receives from an appropriation from the fund for the purposes of these provisions.

STATUS:

08/27/2015 In SENATE Committee on APPROPRIATIONS: Held in committee.

Priority: High

CA AB 779

AUTHOR: Garcia [D]**TITLE:** Local Government: Financial Disclosures**FISCAL** yes**COMMITTEE:****URGENCY** yes**CLAUSE:****INTRODUCED:** 02/25/2015**LAST AMEND:** 06/02/2016**DISPOSITION:** Pending**COMMITTEE:** Senate Governance and Finance Committee**HEARING:** 06/29/2016 9:30 am**SUMMARY:**

Requires a city, county, city and county, and special district to post a link on the homepage of its Internet Web site that contains specified information of each elected official within that entity for the previous fiscal year and a specified total number of employees with the greatest total compensation.

STATUS:

06/15/2016 Re-referred to SENATE Committee on GOVERNANCE AND FINANCE.

Priority: High

CA AB 869

AUTHOR: Cooper [D]**TITLE:** Public Transportation Agencies: Fare Evasion**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/26/2015**LAST AMEND:** 06/18/2015**DISPOSITION:** Pending - Carryover**FILE:** A-23**LOCATION:** Senate Inactive File**SUMMARY:**

Relates to prohibited conduct on public transit. Provides a person who fails to pay the administrative penalty when due or successfully complete the administrative process to dismiss the notice of fare evasion or passenger conduct violation may be subject to criminal penalties. Requires the notice of fare contain a printed statement that the person may be charged with an infraction or misdemeanor if the penalty is not paid or dismissed. Requires dismissal of collection if the person is criminally charged.

STATUS:

07/02/2015 In SENATE. From third reading. To Inactive File.

Priority: High

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CA AB 904	AUTHOR:	Perea [D]
	TITLE:	Air Quality Improvement: Vehicle Rebate Project
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	07/13/2015
	DISPOSITION:	Pending
	LOCATION:	Senate Rules Committee
	SUMMARY:	Relates to the Clean Vehicle Rebate Project. Requires the state board to establish the Clean Reused Vehicle Rebate Project, as a part of the Air Quality Improvement Program, to provide rebates or other incentives for the acquisition of an eligible used vehicle, the replacement or refurbishment of a battery and related components for an eligible used vehicle, or an extended warranty for the battery or related components, or an extended service warranty to cover unexpected vehicles repairs.
	STATUS:	
	04/25/2016	Withdrawn from SENATE Committee on APPROPRIATIONS.
	04/25/2016	Re-referred to SENATE Committee on RULES.
	Priority:	High
CA AB 1030	AUTHOR:	Ridley-Thomas S [D]
	TITLE:	Global Warming Solutions Act of 2006: Greenhouse Gas
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	07/07/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Amends existing law that relates to the Greenhouse Gas Reduction Fund. Requires priority be given to projects involving hiring that support the targeted training and hiring of workers from disadvantaged communities for career-track jobs.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA AB 1033	AUTHOR:	Garcia E [D]
	TITLE:	Economic Impact Analysis: Small Business Definition
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	05/02/2016
	DISPOSITION:	Pending
	FILE:	168
	LOCATION:	Senate Consent Calendar - Second Legislative Day
	SUMMARY:	Authorizes a State agency when preparing the economic impact assessment, to use a consolidated definition of small business to determine the number of small businesses within

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the economy, a specific industry sector, or geographic region. Defines small business. Provide exceptions.

STATUS:

06/15/2015 In SENATE. Read second time. To Consent Calendar.

Priority: High

CA AB 1218	AUTHOR:	Weber [D]
	TITLE:	Public Contracts: Disabled Veteran Business Enterprise
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/27/2015
	LAST AMEND:	07/07/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	Requires a greater participation incentive by a public agency be provided a prime contractor who owns a certain disabled veteran business enterprise, and has not entered into contracts as a prime contractor. Requires the Department of Veterans Affairs to maintain additional information relating to its promotion efforts. Provides the records maintenance period for information provided by contractors of veteran business subcontractors used. Relates to certification of payments by contractors.
	STATUS:	
	08/27/2015	In SENATE Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA AB 1242	AUTHOR:	Gray [D]
	TITLE:	Water Quality and Storage
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/27/2015
	LAST AMEND:	09/01/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Senate Rules Committee
	SUMMARY:	Provides provisions of law requiring a specified increase in statewide water storage capacity, and updating water strategies and implementation plans. Requires the Water Resources Control Board, in formulating policy for water quality control and adopting or approving a water quality control plan for the Sacramento-San Joaquin Delta, to take into consideration any applicable groundwater sustainability plan or alternative and available information on impacts of groundwater use and beneficial uses of water.
	STATUS:	
	09/02/2015	In SENATE. Read second time. To third reading.
	09/02/2015	Re-referred to SENATE Committee on RULES.
	Priority:	High
CA AB 1455	AUTHOR:	Rodriguez [D]
	TITLE:	Ontario International Airport
	FISCAL	no
	COMMITTEE:	
	URGENCY	no

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CLAUSE:**INTRODUCED:** 02/27/2015**LAST AMEND:** 06/30/2015**DISPOSITION:** Pending - Carryover**LOCATION:** Senate Governance and Finance Committee**SUMMARY:**

Authorizes the City of Ontario to issue revenue bonds, for the purpose of financing the acquisition of the Ontario International Airport from the City of Los Angeles, that are secured solely by the revenues and charges at the Ontario International Airport. Requires a public agency that acquires the airport to comply with specified conditions relating to incumbent workers. Provides exceptions.

STATUS:

07/08/2015 In SENATE Committee on GOVERNANCE AND FINANCE: Not heard.

Priority: High

CA AB 1550

AUTHOR: Gomez [D]**TITLE:** Greenhouse Gases: Investment Plan: Communities**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 01/04/2016**LAST AMEND:** 05/31/2016**DISPOSITION:** Pending**COMMITTEE:** Senate Environmental Quality Committee**HEARING:** 06/29/2016 8:30 am**SUMMARY:**

Relates to greenhouse gases and investments in communities. Requires the Greenhouse Investment Fund plan to allocate a minimum percentage of the available moneys in the Greenhouse Gas Reduction Fund to projects located within disadvantaged communities and a minimum percentage to projects that benefit low-income households, with a fair share of the moneys targeting households with incomes below a percentage of the federal poverty level.

STATUS:

06/09/2016 To SENATE Committee on ENVIRONMENTAL QUALITY.

Priority: High

CA AB 1555

AUTHOR: Gomez [D]**TITLE:** Greenhouse Gas Reduction Fund**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 01/04/2016**LAST AMEND:** 03/28/2016**DISPOSITION:** Pending**LOCATION:** Assembly Budget Committee**SUMMARY:**

Appropriates funds from the Greenhouse Gas Reduction Fund for the 2016-17 fiscal year to various state agencies in specified amounts for various purposes, including low carbon transportation and infrastructure, clean energy communities, community climate improvements, wetland and watershed restoration, and carbon sequestration. Reserves a portion from the fund to fund future legislative priorities.

STATUS:

04/14/2016 Re-referred to ASSEMBLY Committee on BUDGET.

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Priority: High

CA AB 1569	AUTHOR: Steinorth [R] SANBAG Position: SUPPORT TITLE: Environmental Quality Act: Exemption: Infrastructure FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/04/2016 LAST AMEND: 03/28/2016 DISPOSITION: Pending LOCATION: Assembly Natural Resources Committee SUMMARY: Exempts from the provisions of the Environmental Quality Act a project, or the issuance of a permit for a project, that consists of the inspection, maintenance, repair, rehabilitation, or removal of, or the addition of an auxiliary lane or bikeway to, existing transportation infrastructure that meets certain requirements. STATUS: 04/04/2016 In ASSEMBLY Committee on NATURAL RESOURCES: Failed passage. 04/04/2016 In ASSEMBLY Committee on NATURAL RESOURCES: Reconsideration granted. Priority: High
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CA AB 1589	AUTHOR: Mathis [R] TITLE: Environmental Quality Act: Exemption: Drought Mitigation FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 01/06/2016 LAST AMEND: 03/14/2016 DISPOSITION: Pending LOCATION: Assembly Natural Resources Committee SUMMARY: Exempts from the requirements of the California Environmental Quality Act, for the duration of a state of emergency proclaimed by the Governor due to drought conditions, certain projects that are undertaken, carried out, or approved by a public agency to mitigate those drought conditions. STATUS: 04/04/2016 In ASSEMBLY Committee on NATURAL RESOURCES: Failed passage. 04/04/2016 In ASSEMBLY Committee on NATURAL RESOURCES: Reconsideration granted. Priority: High
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CA AB 1591	AUTHOR: Frazier [D] TITLE: Transportation Funding FISCAL yes COMMITTEE: URGENCY yes CLAUSE: INTRODUCED: 01/06/2016 DISPOSITION: Pending
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LOCATION: Assembly Transportation Committee

SUMMARY:

Relates to transportation funding to include the Road Maintenance and Rehabilitation Program and its related fund which would include revenues from a motor vehicle fuel tax increase and a new vehicle registration fee for zero-emission vehicles, related county use of revenues from an approved transactions and use tax, revenue from a diesel fuel tax increase to the Trade Corridors Improvement Fund, truck parking improvements, greenhouse gas reduction, highway operation and improvements funding.

STATUS:

02/01/2016 To ASSEMBLY Committees on TRANSPORTATION and REVENUE AND TAXATION.

Priority:

High

CA AB 1595

AUTHOR: Campos [D]

TITLE: Employment: Mass Transportation Employers

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 01/06/2016

LAST AMEND: 03/29/2016

DISPOSITION: Pending

LOCATION: Assembly Appropriations Committee

SUMMARY:

Relates to employment. Requires a private or public employer that provides mass transportation services to train its employees who are likely to interact or come into contact with victims of human trafficking, in recognizing the signs of human trafficking and how to report those signs to the appropriate law enforcement agency. Requires the development of guidelines for such training, to include guidance on how to report human trafficking.

STATUS:

05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority:

High

CA AB 1640

AUTHOR: Stone [D]

TITLE: Retirement: Public Employees

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 01/07/2016

LAST AMEND: 06/20/2016

DISPOSITION: Pending

COMMITTEE: Senate Public Employment and Retirement Committee

HEARING: 06/27/2016

SUMMARY:

Extends indefinitely a specified exemption under the Public Employees' Pension Reform Act of 2013 for those public employees, whose collective bargaining rights are subject to specified provisions of federal law and who became a member of a state or local public retirement system prior to specified date. Exempts these employees from the California Public Employees' Pension Reform Act without regard to date of hire upon issuance of a specified federal district court decision.

STATUS:

06/20/2016 From SENATE Committee on PUBLIC EMPLOYMENT AND RETIREMENT with author's amendments.

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06/20/2016 In SENATE. Read second time and amended. Re-referred to
Committee on PUBLIC EMPLOYMENT AND RETIREMENT.
Priority: High

CA AB 1642 **AUTHOR:** Obernolte [R]
TITLE: State Responsibility Areas: Fire Prevention Fees
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/11/2016
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:
Extends the time when the fire prevention fee is due and payable from the date of assessment by the State Board of Equalization, and authorizes the petition for redetermination to be filed within a specified number of days after service of the notice of determination.
STATUS:
05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in
committee.
Priority: High

CA AB 1657 **AUTHOR:** O'Donnell [D]
TITLE: Air Pollution: Public Ports and Intermodal Terminals
FISCAL yes
COMMITTEE:
URGENCY yes
CLAUSE:
INTRODUCED: 01/13/2016
LAST AMEND: 04/07/2016
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:
Establishes the Zero- and Near-Zero-Emission Intermodal Terminals Program to be administered by the State Air Resources Board to fund equipment upgrades and investments at intermodal terminals, to help transition the state's freight system to be zero- and near-zero-emission operations. Authorizes the program to be implemented with moneys from the Greenhouse Gas Reduction Fund. Establishes the Port Building and Lighting Efficiency Greenhouse Gas Reduction Fund to provide program funding.
STATUS:
05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in
committee.
Priority: High

CA AB 1666 **AUTHOR:** Brough [R]
TITLE: Community Facilities Districts: Reports
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/14/2016
LAST AMEND: 05/04/2016
DISPOSITION: Pending
COMMITTEE: Senate Appropriations Committee
HEARING: 06/27/2016 10:00 am

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SUMMARY:

Requires a legislative body having a Internet Web site to display prominently on that Web site, a copy of an annual report of a community facilities district, if requested, and a copy of the report to State Debt and Investment Advisory Commission, and a copy of the report to the Controller.

STATUS:

06/15/2016

From SENATE Committee on GOVERNANCE AND FINANCE:
Do pass to Committee on APPROPRIATIONS. (7-0)

Priority:

High

CA AB 1691

AUTHOR:

Gipson [D]

TITLE:

Vehicular Air Pollution: Vehicle Retirement

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:**

01/21/2016

LAST AMEND:

05/12/2016

DISPOSITION:

Pending

LOCATION:

Senate Second Reading File

SUMMARY:

Requires the State Air Resources Board to updates its guidelines that ensures a vehicle replacement under an enhanced fleet modernization program that provides for the retirement of high polluting vehicles by a specified date, and to adopt guidelines for the Plus-Up Project that provides financial assistance to low-income individuals to replace older polluting vehicles with cleaner more fuel efficient vehicles by a specified date. Requires the development of related guidelines.

STATUS:

06/21/2016

From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on ENVIRONMENTAL QUALITY. (7-0)

Priority:

High

CA AB 1717

AUTHOR:

Hadley [R]

TITLE:

Greenhouse Gas Reduction Fund

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:**

01/27/2016

LAST AMEND:

03/18/2016

DISPOSITION:

Pending

LOCATION:

Assembly Transportation Committee

SUMMARY:

Reappropriates a specified percentage of the annual proceeds of the Greenhouse Gas Reduction Fund designated for the high-speed rail project to the Transportation Agency for the Transit and Intercity Rail Capital Program under specified conditions.

STATUS:

04/11/2016

In ASSEMBLY Committee on TRANSPORTATION: Failed passage.

04/11/2016

In ASSEMBLY Committee on TRANSPORTATION:
Reconsideration granted.

Priority:

High

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CA AB 1746	AUTHOR:	Stone [D]
	TITLE:	Transit Buses
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/02/2016
	LAST AMEND:	05/24/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Transportation and Housing Committee
	HEARING:	06/28/2016 1:30 pm
	SUMMARY:	Authorizes the operation of transit buses on the shoulder of a segment of a state highway designated under the program within the areas served by the transit services of specified entities, subject to the same conditions and requirements previously authorized. Requires a program participant to submit a report to the Legislature that includes specified information about the program, and to post the report on its Internet Web site to enable the public to access the report.
	STATUS:	
	05/24/2016	From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.
	05/24/2016	In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING.
	Priority:	High
CA AB 1757	AUTHOR:	Waldron [R]
	TITLE:	North County Transit District
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/02/2016
	LAST AMEND:	05/05/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Appropriations Committee
	HEARING:	06/27/2016 10:00 am
	SUMMARY:	Amends an existing law which provides for the creation of the North County Transit District with various powers and duties relative to the planning and operation of a transit system in north San Diego County, and requires members to be paid a specified amount for attending Board meetings and meetings of other public agencies. Increases those payment amounts for attending such meetings.
	STATUS:	
	06/14/2016	From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (8-0)
	Priority:	High
CA AB 1768	AUTHOR:	Gallagher [R]
	TITLE:	Bonds: Transportation
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	02/03/2016
	LAST AMEND:	02/25/2016

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DISPOSITION: Pending
LOCATION: Assembly Transportation Committee
SUMMARY:

Provides that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as specifically provided with respect to an existing appropriation for high-speed rail purposes for early improvement projects in the Phase 1 blended system. Requires the funds from the remaining from the sale of bonds to fund project in the State Highway Operation and Protection Program.

STATUS:
04/11/2016 In ASSEMBLY Committee on TRANSPORTATION: Failed passage.
04/11/2016 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.
Priority: High

CA AB 1780	AUTHOR: Medina [D]	SANBAG Position: SUPPORT
	TITLE: Greenhouse Gas Reduction Fund: Trade Corridors	
	FISCAL yes	
	COMMITTEE:	
	URGENCY no	
	CLAUSE:	
	INTRODUCED: 02/03/2016	
	LAST AMEND: 03/28/2016	
	DISPOSITION: Pending	
	LOCATION: Assembly Appropriations Committee	
	SUMMARY:	
	Provides for a continuous appropriation of a percentage of the annual proceeds of the Greenhouse Gas Reduction Fund to the state Transportation Commission for the Sustainable Trade Corridors Program, with specified guidelines. Relates to transit, affordable housing, sustainable communities, and high-speed rail purposes.	
	STATUS:	
	05/27/2016	In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
	Priority:	High

CA AB 1787	AUTHOR: Gomez [D]	
	TITLE: Open Meetings: Public Comments: Translation	
	FISCAL yes	
	COMMITTEE:	
	URGENCY no	
	CLAUSE:	
	INTRODUCED: 02/04/2016	
	LAST AMEND: 06/16/2016	
	DISPOSITION: Pending	
	COMMITTEE: Senate Governance and Finance Committee	
	HEARING: 06/29/2016 9:30 am	
	SUMMARY:	
	Requires, if a local legislative body limits the time for public comment at open meetings, the body to provide a set amount of allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the body, unless simultaneous translation equipment is use to allow the body to hear the public testimony simultaneously.	
	STATUS:	
	06/21/2016	Re-referred to SENATE Committee on GOVERNANCE AND

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Priority: FINANCE.
High

CA AB 1813 **AUTHOR:** Frazier [D]
TITLE: High-Speed Rail Authority: Membership
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/08/2016
DISPOSITION: Pending
COMMITTEE: Senate Appropriations Committee
HEARING: 06/27/2016 10:00 am
SUMMARY:
 Provides for appointment of one Member of the Senate by the Senate Committee on Rules and one Member of the Assembly by the Speaker of the Assembly to serve as ex officio members of the High-Speed Rail Authority.
STATUS:
 06/14/2016 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (11-0)
Priority: High

CA AB 1814 **AUTHOR:** Allen T [R]
TITLE: State Highways: Roadside Rest Areas
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/08/2016
LAST AMEND: 04/11/2016
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee
SUMMARY:
 Authorizes the Department of Transportation to enter into agreements for the operation of safety roadside rest areas by private entities in conjunction with the development of a retail establishment, under which certain payments may be made to the state. Requires the department to seek any federal waivers that may be necessary to implement these provisions.
STATUS:
 04/18/2016 In ASSEMBLY Committee on TRANSPORTATION: Failed passage.
 04/18/2016 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.
Priority: High

CA AB 1815 **AUTHOR:** Alejo [D]
TITLE: Global Warming Solutions Act of 2006
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/08/2016
LAST AMEND: 05/02/2016
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee

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SUMMARY:

Requires the Environmental Protection Agency to establish a comprehensive technical assistance program, upon the appropriation of moneys from the Greenhouse Gas Reduction Fund, for eligible applicants assisting eligible communities. Requires the Agency to provide technical assistance to communities based on a specified priority. Requires the Department of Finance to include in a specified investment plan an allocation to the Agency for the technical assistance program.

STATUS:

05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority: High

CA AB 1833

AUTHOR: Linder [R]

TITLE: Transportation Projects: Environmental Mitigation

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/09/2016

LAST AMEND: 04/25/2016

DISPOSITION: Pending

LOCATION: Assembly Appropriations Committee

SUMMARY:

Creates the Advanced Mitigation Program in the Department of Transportation to implement environmental mitigation measures in advance of future transportation projects. Requires the Department to establish a steering committee to advise the Department in that regard.

STATUS:

05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority: High

CA AB 1886

AUTHOR: McCarty [D]

TITLE: Environmental Quality Act: Transit Priority Projects

FISCAL no

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/11/2016

LAST AMEND: 05/11/2016

DISPOSITION: Pending

COMMITTEE: Senate Environmental Quality Committee

HEARING: 06/29/2016 8:30 am

SUMMARY:

Amends the Environmental Quality Act that specifies that a project is considered to be within a specified distance of a major transit stop or high quality transit corridor if all parcels within the project have no more than a specified percentage of their area farther than a specified distance from the stop or corridor. Increases, for a transit priority project to meet the requirements for limited Act review, the percentage of that area.

STATUS:

06/09/2016 To SENATE Committee on ENVIRONMENTAL QUALITY.

Priority: High

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CA AB 1908	AUTHOR: Harper [R] TITLE: High Occupancy Vehicle Lanes FISCAL yes COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/11/2016 LAST AMEND: 03/17/2016 DISPOSITION: Pending LOCATION: Assembly Transportation Committee SUMMARY: Prohibits a high occupancy vehicle lane from being established on a state highway in southern California, unless that lane is established as a high occupancy vehicle lane only during the hours of heavy commuter traffic, as determined by the Department of Transportation. Requires any existing high occupancy vehicle lane in southern California to be modified to conform with those requirements. STATUS: 04/18/2016 In ASSEMBLY Committee on TRANSPORTATION: Failed passage. 04/18/2016 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted. Priority: High
CA AB 1919	AUTHOR: Quirk [D] TITLE: Local Transportation Authorities: Bonds FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/11/2016 LAST AMEND: 04/04/2016 DISPOSITION: Pending FILE: 109 LOCATION: Senate Third Reading File SUMMARY: Relates to the Local Transportation Authority and Improvement Act. Requires premiums received on the sale of bonds to be placed in the treasury of the local transportation authority to be used for allowable transportation purposes. STATUS: 06/16/2016 In SENATE. Read second time. To third reading. Priority: High
CA AB 1943	AUTHOR: Linder [R] TITLE: Parking: County Transportation Commissions FISCAL no COMMITTEE: URGENCY no CLAUSE: INTRODUCED: 02/12/2016 LAST AMEND: 06/08/2016 DISPOSITION: Pending FILE: 177 LOCATION: Senate Consent Calendar - Second Legislative Day SUMMARY: Authorizes the Riverside County Transportation Commission to enter into contracts with

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private vendors for the enforcement of parking regulations and the removal of vehicles parked in violation. Relates to existing law which prohibits a person from driving or parking a vehicle upon the driveways, paths, or grounds of specified public entities, including a public transportation agency. Revises the definition of public transportation agency to include a county transportation commission.

STATUS:

06/16/2016 In SENATE. Read second time. To Consent Calendar.

Priority: High

CA AB 1964

AUTHOR: Bloom [D]

TITLE: High-Occupancy Vehicle Lanes: Vehicle Exceptions

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/12/2016

LAST AMEND: 05/05/2016

DISPOSITION: Pending

LOCATION: Senate Transportation and Housing Committee

SUMMARY:

Extends provisions allowing super ultra-low emission vehicles, ultra-low emission vehicles, partial zero-emission vehicles, or transitional zero-emission vehicles to use HOV lanes until the date federal authorization expires, or until the Secretary of State receives a specified notice, whichever occurs first. Removes the limit on a special identifier allowing such vehicles to use HOV lanes. Prohibits issuing identifiers if the sale of new vehicles of that category reaches a specified percentage.

STATUS:

05/19/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.

Priority: High

CA AB 1968

AUTHOR: Steinorth [R]

TITLE: Greenhouse Gases:Housing:Sustainable Communities

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/16/2016

LAST AMEND: 03/17/2016

DISPOSITION: Pending

LOCATION: Assembly Housing and Community Development Committee

SUMMARY:

Requires a specified percentage of moneys appropriate for the Affordable Housing and Sustainable Communities Program to be allocated to certain cities, counties, and cities and counties to support projects for medium-density residential development. Requires a specified percentage of those allocated moneys to be allocated to housing projects affordable to lower income households.

STATUS:

04/20/2016 In ASSEMBLY Committee on HOUSING AND COMMUNITY DEVELOPMENT: Failed passage.

04/20/2016 In ASSEMBLY Committee on HOUSING AND COMMUNITY DEVELOPMENT: Reconsideration granted.

Priority: High

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CA AB 1982	AUTHOR:	Bloom [D]	
	TITLE:	State Transportation Commission: Membership	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/16/2016	
	LAST AMEND:	04/12/2016	
	DISPOSITION:	Pending	
	LOCATION:	Assembly Transportation Committee	
	SUMMARY:	Expands the membership to the State Transportation Commission. Requires those new members shall be a person who works directly with communities that most significantly burdened by, and vulnerable to, high levels of pollution, including communities with diverse racial and ethnic populations and communities with low-income populations.	
	STATUS:	04/19/2016 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.	
	Priority:	High	
CA AB 2014	AUTHOR:	Melendez [R]	SANBAG Position: SUPPORT
	TITLE:	Freeway Service Patrol Program Assessment	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/16/2016	
	LAST AMEND:	04/13/2016	
	DISPOSITION:	Pending	
	LOCATION:	Assembly Appropriations Committee	
	SUMMARY:	Requires the Department of Transportation to publish and submit to the Legislature and Department of Finance a statewide Freeway Service Patrol Program Assessment that would identify, quantify and analyze existing freeway service patrols, identify opportunities to increase or expand service levels, and analyze and provide recommendations regarding the current and anticipated future financial condition of the program.	
	STATUS:	05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.	
	Priority:	High	
CA AB 2034	AUTHOR:	Salas [D]	
	TITLE:	Department of Transportation: Environmental Review	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/16/2016	
	LAST AMEND:	03/17/2016	
	DISPOSITION:	Pending	
	LOCATION:	Senate Transportation and Housing Committee	
	SUMMARY:	Amends existing law that requires the U.S. Secretary of Transportation to carry out a surface transportation project delivery program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects to delete	

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the repeal date and thereby extend these provisions indefinitely.

STATUS:

05/05/2016

To SENATE Committee on TRANSPORTATION AND HOUSING.

Priority:

High

CA AB 2049

AUTHOR:

Melendez [R]

TITLE:

Bonds: Transportation

FISCAL

yes

COMMITTEE:**URGENCY**

yes

CLAUSE:**INTRODUCED:**

02/17/2016

DISPOSITION:

Pending

LOCATION:

Assembly Transportation Committee

SUMMARY:

Provides that no further bonds shall be sold for high-speed rail purposes pursuant to the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century, except as provided with respect to certain existing appropriations. Requires redirection of the proceeds received from certain outstanding bonds for use in retiring certain debt.

STATUS:

04/11/2016

In ASSEMBLY Committee on TRANSPORTATION: Failed passage.

04/11/2016

In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.

Priority:

High

CA AB 2087

AUTHOR:

Levine [D]

TITLE:

Regional Conservation Frameworks

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:**

02/17/2016

LAST AMEND:

05/31/2016

DISPOSITION:

Pending

COMMITTEE:

Senate Natural Resources and Water Committee

HEARING:

06/28/2016 9:00 am

SUMMARY:

Authorizes the Department of Fish and Wildlife in the Natural Resources Agency, or any other public agency, to propose a regional conservation framework. Authorizes a conservation action and a habitat enhancement to fulfill compensatory mitigation requirements set forth in an incidental take permit issued pursuant to the State Endangered Species Act to reduce adverse fish and wildlife impacts pursuant to a lake or streambed alteration agreement. Relates to mitigation credit agreements.

STATUS:

06/09/2016

To SENATE Committee on NATURAL RESOURCES AND WATER.

Priority:

High

CA AB 2090

AUTHOR:

Alejo [D]

TITLE:

Low Carbon Transit Operations Program

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:

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INTRODUCED: 02/17/2016
LAST AMEND: 05/27/2016
DISPOSITION: Pending
LOCATION: Senate Second Reading File

SUMMARY:

Authorizes moneys appropriated to the Low Carbon Transit Operations Program to be expended to support the operation of existing bus or rail service if the governing board of the requesting transit agency declares a fiscal emergency and other criteria are met.

STATUS:

06/21/2016 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on ENVIRONMENTAL QUALITY. (9-0)

Priority: High

CA AB 2094	AUTHOR:	Obernolte [R]
	TITLE:	Greenhouse Gas Reduction Fund: State and Local Funds
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/17/2016
	LAST AMEND:	03/18/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	
		Transfers an specified amount of money from the Greenhouse Gas Reduction Fund to the Retail sales Tax Fund annually. States that the transferred revenues shall be considered part of the revenues allocated to local transportation funds from the Retail Sales Tax Fund. Provides that, in each year of the above-stated transfer, a specified amount of money would be appropriated from the Retail Sales Tax Fund for allocation to State highway and local street and road purposes.
	STATUS:	
	04/11/2016	In ASSEMBLY Committee on TRANSPORTATION: Failed passage.
	04/11/2016	In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.
	Priority:	High

CA AB 2126	AUTHOR:	Mullin [D]
	TITLE:	Public Contracts: Construction Manager/General Contract
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/17/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Appropriations Committee
	SUMMARY:	
		Authorizes the Department of Transportation to use the Construction Manager/General Contractor method on a specified number of projects and requires a specified number of such projects to use Department employees or consultants under contract with the Department to perform all project design and engineering services.
	STATUS:	
	06/21/2016	From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (11-0)

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Priority: High

CA AB 2148

AUTHOR: Holden [D]
TITLE: Unmanned Aircraft Systems: Regulation
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/17/2016
LAST AMEND: 05/12/2016
DISPOSITION: Pending
COMMITTEE: Senate Natural Resources and Water Committee
HEARING: 06/28/2016 9:00 am

SUMMARY:

Requires the Department of Fish and Wildlife and the Department of Parks and Recreation to develop regulations governing the launching, landing, or ground-based operation of unmanned aircraft systems, commonly known as drones, from or on the public lands and waters managed by each department. Provides specified items for the departments to address when developing such regulations.

STATUS:

06/09/2016 To SENATE Committee on NATURAL RESOURCES AND WATER.

Priority: High

CA AB 2170

AUTHOR: Frazier [D] **SANBAG Position: SUPPORT**
TITLE: Trade Corridors Improvement Fund: Federal Funds
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/18/2016
LAST AMEND: 06/09/2016
DISPOSITION: Pending
LOCATION: Senate Second Reading File

SUMMARY:

Requires revenues apportioned to the state from the National Highway Freight Program established by the federal Fixing America's Surface Transportation Act to be allocated for trade corridor improvement projects approved pursuant to these provisions. Deletes consideration of the Air Resources Board's Sustainable Freight Strategy and the statewide port master plan. Includes consideration of the applicable port master plan when determining eligible projects for funding, and railroad and airport improvements.

STATUS:

06/21/2016 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on ENVIRONMENTAL QUALITY. (10-0)

Priority: High

CA AB 2181

AUTHOR: Brown [D] **SANBAG Position: SUPPORT & Work with Author**
TITLE: Public Contracts: Contract Specifications
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/18/2016
LAST AMEND: 04/11/2016

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DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:

Requires an awarding department to prepare and submit to the Legislature and the Governor a report on the greenhouse gas emissions that are associated with energy-intensive products in projects within the jurisdiction of the department. Requires that department to incorporate emission information into its procurement processes, including bid specifications, to procure emissions-intensive products.

STATUS:
05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
05/27/2016 In ASSEMBLY. Joint Rule 62(a) suspended.
Priority: High

CA AB 2222	AUTHOR:	Holden [D]
	TITLE:	Greenhouse Gas Reduction Fund: Transit Pass Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	LAST AMEND:	05/31/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Second Reading File
	SUMMARY:	Establishes the Transit Pass Program with moneys from the Greenhouse Gas Reduction Fund to support transit pass programs that provide free or reduced-fare transit passes to specified pupils and students. Requires the development of guidelines for transit providers to make such free transit available and to help participants demonstrate such expenditures will reduce greenhouse gas emissions. Requires agreements to distribute free or reduced fare transit passes to students.
	STATUS:	
	06/21/2016	From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on ENVIRONMENTAL QUALITY. (7-0)
	Priority:	High

CA AB 2276	AUTHOR:	Brown [D]
	TITLE:	Greenhouse Gases: Emission Reduction
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	DISPOSITION:	Pending
	LOCATION:	ASSEMBLY
	SUMMARY:	Relates to greenhouse gases and emissions reduction. Makes nonsubstantive changes to existing law that requires a project eligible for funding pursuant to the program to be encouraged to promote specified objectives and economic growth, reduce public fiscal costs, support civic partnerships and stakeholder engagement, and integrate and leverage existing housing, transportation, and land use programs.
	STATUS:	
	02/18/2016	INTRODUCED.
	Priority:	High

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CA AB 2289	AUTHOR:	Frazier [D]
	TITLE:	Capital Improvement Projects
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Appropriations Committee
	HEARING:	06/27/2016 10:00 am
	SUMMARY:	Adds to the capital projects relative to the operation of those state highways and bridges. Prepares a state highway operation and protection program.
	STATUS:	06/14/2016 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (11-0)
	Priority:	High
CA AB 2293	AUTHOR:	Garcia [D]
	TITLE:	Green Business and Green Assistance Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	LAST AMEND:	04/27/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Establishes the Green Assistance Program to assist small businesses and small nonprofit organizations in applying for moneys for program using moneys from the Greenhouse Gas Reduction Fund, and the Green Business Program to provide support and assistance to green business certification programs that certify specified companies that voluntarily adopt specified environmentally preferable business practices. Appropriates an unspecified amount annually from the Fund to each program.
	STATUS:	05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA AB 2303	AUTHOR:	Holden [D]
	TITLE:	Vehicles: Specialized License Plates
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	LAST AMEND:	04/14/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Requires the Department of Transportation to apply to the Department of Motor Vehicles (DMV) to sponsor a bicycle pathway license plate program. Requires the DMV to issue specialized license plates for that program if certain requirements are satisfied. Requires

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additional fees for the issuance, renewal, or transfer of these plates to be deposited in the State Highway Account for funding the Active Transportation Program. Specifies the appearance of the plate.

STATUS:

05/27/2016

In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority:

High

CA AB 2332

AUTHOR:

Garcia E [D]

TITLE:

Transportation Funding: Complete Streets

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:**

02/18/2016

LAST AMEND:

04/05/2016

DISPOSITION:

Pending

LOCATION:

Assembly Transportation Committee

SUMMARY:

Requires the Transportation Commission to increase the annual number of complete street projects undertaken by the State Department of Transportation and increase accessibility for low-income and disadvantaged communities by increasing multimodal transportation proximity to employment, jobs, housing, and recreation areas. Provides goals to be accomplished to increase travel by non-automobile modes of travel. Relates to increased safety projects and funding therefor.

STATUS:

04/18/2016

In ASSEMBLY Committee on TRANSPORTATION: Not heard.

Priority:

High

CA AB 2343

AUTHOR:

Garcia [D]

TITLE:

Greenhouse Gas Reduction Fund: Study

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:**

02/18/2016

LAST AMEND:

04/27/2016

DISPOSITION:

Pending

LOCATION:

Assembly Appropriations Committee

SUMMARY:

Amends existing law that requires the Department of Finance to annually submit a report to the appropriate committees of the Legislature on the status of projects funded with moneys in the Greenhouse Gas Reduction Fund. Requires the Department to include additional data in that annual report.

STATUS:

05/27/2016

In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority:

High

CA AB 2348

AUTHOR:

Levine [D]

TITLE:

Department of Finance: Infrastructure Investigation

FISCAL

yes

COMMITTEE:**URGENCY**

no

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CLAUSE:
INTRODUCED: 02/18/2016
LAST AMEND: 05/27/2016
DISPOSITION: Pending
COMMITTEE: Senate Governmental Organization Committee
HEARING: 06/28/2016 9:30 am
SUMMARY:

Authorizes the Department of Finance to identify infrastructure projects in the state for which the Department will guarantee a rate of return on investment for an investment made in that infrastructure project by the Public Employment Retirement System. Creates the Reinvesting in California Special Fund. Requires moneys in the fund to be used to pay the rate of return on investment.

STATUS:
06/09/2016 To SENATE Committee on GOVERNMENTAL ORGANIZATION.
Priority: High

CA AB 2374

AUTHOR: Chiu [D]
TITLE: Construction Manager/General Contractor Method
FISCAL: no
COMMITTEE:
URGENCY: no
CLAUSE:
INTRODUCED: 02/18/2016
DISPOSITION: Pending
LOCATION: Senate Second Reading File
SUMMARY:

Authorizes regional transportation agencies also to use certain authority on ramps that are not on the state highway system. Removes the requirement that the project be developed in accordance with an expenditure plan approved by voters.

STATUS:
06/21/2016 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass. To Consent Calendar. (11-0)
Priority: High

CA AB 2382

AUTHOR: Lopez [D]
TITLE: High-Speed Rail Authority: Membership
FISCAL: yes
COMMITTEE:
URGENCY: no
CLAUSE:
INTRODUCED: 02/18/2016
LAST AMEND: 04/11/2016
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee
SUMMARY:

Requires a member appointed by the Governor to the High-Speed Rail Authority to be a person who is from a disadvantaged community.

STATUS:
04/18/2016 In ASSEMBLY Committee on TRANSPORTATION: Failed passage.
04/18/2016 In ASSEMBLY Committee on TRANSPORTATION: Reconsideration granted.
Priority: High

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CA AB 2408	<p>AUTHOR: Eggman [D]</p> <p>TITLE: Greenhouse Gas Reduction Fund</p> <p>FISCAL COMMITTEE: yes</p> <p>URGENCY: no</p> <p>CLAUSE:</p> <p>INTRODUCED: 02/19/2016</p> <p>LAST AMEND: 04/20/2016</p> <p>DISPOSITION: Pending</p> <p>LOCATION: Assembly Appropriations Committee</p> <p>SUMMARY: Authorizes the allocation of money from the Greenhouse Gas Reduction Fund to maximize the delivery of integrated greenhouse gas reduction projects for households in low-income and disadvantaged communities. Requires State agencies administering grant programs receiving an allocation from the Fund to update the guidelines for their grant programs to promote the coordination of the grantees. Provides funding priorities.</p> <p>STATUS: 05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.</p> <p>Priority: High</p>
CA AB 2411	<p>AUTHOR: Frazier [D]</p> <p>TITLE: Transportation Revenues</p> <p>FISCAL COMMITTEE: yes</p> <p>URGENCY: no</p> <p>CLAUSE:</p> <p>INTRODUCED: 02/19/2016</p> <p>LAST AMEND: 05/27/2016</p> <p>DISPOSITION: Pending</p> <p>LOCATION: Senate Transportation and Housing Committee</p> <p>SUMMARY: Deletes the transfer of miscellaneous revenues to the Transportation Debt Service Fund. Requires the miscellaneous revenues to be retained in the State Highway Account and to be used solely for transportation expenditures consistent with the restrictions for expenditures consistent with the restrictions for expenditure of fuel tax revenues.</p> <p>STATUS: 06/09/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.</p> <p>Priority: High</p>
CA AB 2415	<p>AUTHOR: Garcia E [D]</p> <p>TITLE: Clean Technology Program</p> <p>FISCAL COMMITTEE: yes</p> <p>URGENCY: no</p> <p>CLAUSE:</p> <p>INTRODUCED: 02/19/2016</p> <p>LAST AMEND: 05/03/2016</p> <p>DISPOSITION: Pending</p> <p>LOCATION: Assembly Appropriations Committee</p> <p>SUMMARY: Creates the State Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program to fund zero- and near-zero-emission truck, bus, and off-road vehicle and equipment technologies and related projects with priority given to projects, including projects benefiting disadvantaged communities. Requires the State Air Resources Board to ensure results of</p>

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emissions reductions or benefits can be quantified and to post reduction totals on its Internet Web site. Authorizes an increase in emission standards.

STATUS:

05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority: High

CA AB 2432

AUTHOR: Brown [D]

TITLE: State and Local Truck Routes and Services

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/19/2016

DISPOSITION: Pending

LOCATION: Assembly Transportation Committee

SUMMARY:

Relates to the Department of Transportation. Requires the Department to prepare an inventory of all state and locally designated truck routes and services, publish a statewide Truck Route Network Internet Web site, and prepare a plan and schedule for addressing all inefficiencies and truck transportation network gaps, including an estimate of the annual cost and the total cost of carrying out the plan.

STATUS:

03/08/2016 To ASSEMBLY Committee on TRANSPORTATION.

Priority: High

CA AB 2435

AUTHOR: Mayes [R]

TITLE: Local Government Organization

FISCAL no

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/19/2016

DISPOSITION: Pending

LOCATION: ASSEMBLY

SUMMARY:

Makes a technical, nonsubstantive change relating to the territory of a disincorporated city, all inhabitants within the territory, and all persons formerly entitled to vote by reason of residing within that territory, and providing that such persons are no longer subject to the jurisdiction of the disincorporated city.

STATUS:

02/19/2016 INTRODUCED.

Priority: High

CA AB 2438

AUTHOR: Waldron [R]

TITLE: Environmental Quality Act

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/19/2016

DISPOSITION: Pending

COMMITTEE: Senate Environmental Quality Committee

HEARING: 06/29/2016 8:30 am

SUMMARY:

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Relates to the Environmental Quality Act (CEQA). Exempts from CEQA a project for the construction and installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline for the distribution of recycled water within a public street, highway, or right-of-way. Requires a public hearing.

STATUS:

06/09/2016

To SENATE Committee on ENVIRONMENTAL QUALITY.

Priority:

High

CA AB 2492

AUTHOR:

Alejo [D]

TITLE:

Community Revitalization

FISCAL

no

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:**

02/19/2016

LAST AMEND:

05/12/2016

DISPOSITION:

Pending

COMMITTEE:

Senate Transportation and Housing Committee

HEARING:

06/28/2016 1:30 pm

SUMMARY:

Amends existing law which authorizes certain local agencies to form a community revitalization and investment authority for purposes related to infrastructure, affordable housing, and economic revitalization. Authorizes a certain calculation to be made with a combination of census tracts and census block groups. Authorizes an authority to receive funds allocated to it pursuant to a resolution adopted by a city or county and to transfer such funds from certain tax and assessment revenues.

STATUS:

06/15/2016

From SENATE Committee on GOVERNANCE AND FINANCE:
Do pass to Committee on TRANSPORTATION AND HOUSING.
(5-2)

Priority:

High

CA AB 2514

AUTHOR:

Brown [D]

TITLE:

Redevelopment: Successor Agencies to Redevelopment

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:**

02/19/2016

DISPOSITION:

Pending

LOCATION:

Assembly Local Government Committee

SUMMARY:

Includes federal base reuse obligations for the former Norton Air Force Base pursuant to specified agreements as preexisting obligation to the state or obligation imposed by state law.

STATUS:

03/08/2016

To ASSEMBLY Committees on LOCAL GOVERNMENT and
HOUSING AND COMMUNITY DEVELOPMENT.

Priority:

High

CA AB 2542

AUTHOR:

Gatto [D]

SANBAG Position: OPPOSE**TITLE:**

Streets and Highways: Reversible Lanes

FISCAL

yes

COMMITTEE:

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URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 03/15/2016
DISPOSITION: Pending
COMMITTEE: Senate Appropriations Committee
HEARING: 06/27/2016 10:00 am

SUMMARY:

Requires the Department of Transportation or a regional transportation planning agency, when submitting a capacity-increasing project or a major street or highway lane realignment project to the Transportation Commission for approval, to demonstrate that reversible lanes were considered for the project.

STATUS:

06/14/2016 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (11-0)

Priority: High

CA AB 2642

AUTHOR: Garcia E [D]
TITLE: Removing Barriers to Employment Act: Initiative
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 04/26/2016
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
SUMMARY:

Enacts the Removing Barriers to Employment Act to establish a specified initiative to create a grant program to assist individuals who have multiple barriers to employment receive the remedial education and work readiness skills that will help these individuals to successfully participate in training, apprenticeship or employment opportunities that enhance skill development. Requires posting related information on the Labor and Workforce Development Agency's Internet Web site.

STATUS:

05/27/2016 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority: High

CA AB 2653

AUTHOR: Garcia E [D]
TITLE: Greenhouse Gas Reduction Fund: Report
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 06/15/2016
DISPOSITION: Pending
COMMITTEE: Senate Environmental Quality Committee
HEARING: 06/29/2016 8:30 am

SUMMARY:

Requires the Department of Finance to include additional information in its annual report to the Legislature including the greenhouse gas emission reductions attributable to each project and geographic location, industry sector, and number of employees the business entities receiving moneys from the Greenhouse Gas Reduction Fund. Requires State agencies

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expending moneys from the Fund to condition the acceptance thereof on the recipient providing information necessary to meet the reporting requirements.

STATUS:

06/15/2016 From SENATE Committee on ENVIRONMENTAL QUALITY with author's amendments.

06/15/2016 In SENATE. Read second time and amended. Re-referred to Committee on ENVIRONMENTAL QUALITY.

Priority: High

CA AB 2693	AUTHOR:	Dababneh [D]
	TITLE:	Financing Requirements: Property Improvements
	FISCAL	no
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	LAST AMEND:	06/06/2016
	DISPOSITION:	Pending
	FILE:	22
	LOCATION:	Senate Second Reading File
	SUMMARY:	Prohibits a public agency from permitting a property owner from entering into contractual assessments to finance certain energy-related improvements unless the owner has been provided with a completed financing estimate document or an equivalent document and is also given the right to cancel the assessment within a specified time period without penalty or obligation. Provides failure to comply by a public agency renders the contract void. Provides requirements that would deny participation.
	STATUS:	
	06/15/2016	From SENATE Committee on GOVERNANCE AND FINANCE: Do pass as amended to Committee on JUDICIARY. (6-0)
	Priority:	High

CA AB 2697	AUTHOR:	Bonilla [D]
	TITLE:	Successor Agencies: Disposal of Assets and Properties
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	LAST AMEND:	04/14/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Requires a successor agency, prior to the disposal of land of the former redevelopment agency, to send a written offer to sell for the purposes of developing low- and moderate-income housing to any local public entity within whose jurisdiction the land is located. Requires the sale of land of the former redevelopment agency to be subject to certain requirements relating to affordable housing.
	STATUS:	
	05/27/2016	In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
	Priority:	High

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CA AB 2699	AUTHOR:	Gonzalez [D]
	TITLE:	Contractors State License Board: Solar Energy Companies
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	LAST AMEND:	04/13/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Requires the Contractors State License Board to develop and make available on its Internet Web site a specified solar energy system disclosure document. Requires the documents to be provided by the solar energy systems company to the consumer prior to completion of a sale, financing, or lease of a solar energy system. Requires the Board to establish through regulation requirements for a contractor to maintain a blanket performance and payment bond for solar installation. Relates to down payments.
	STATUS:	
	05/27/2016	In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA AB 2708	AUTHOR:	Daly [D]
	TITLE:	Department of Transportation: Lean 6-SIGMA Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	LAST AMEND:	03/18/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Requires the Department of Transportation to conduct a study to assess the implementation of the Lean 6-SIGMA program to determine the effectiveness of streamlining the application process for private architectural and engineering firms to provide professional and technical project development services to the Department.
	STATUS:	
	05/27/2016	In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA AB 2722	AUTHOR:	Burke [D]
	TITLE:	Transformative Climate Communities Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/19/2016
	LAST AMEND:	05/31/2016
	DISPOSITION:	Pending
	COMMITTEE:	Senate Environmental Quality Committee
	HEARING:	06/29/2016 8:30 am
	SUMMARY:	Creates the Transformative Climate Communities Program. Requires the Strategic Growth

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Council to award competitive grants to specified eligible entities for the development and implementation of transformative climate community plans, and projects that implement plans, contribute to the reduction of emissions of greenhouse gases and demonstrate potential environmental benefits in disadvantaged communities.

STATUS:

06/09/2016

To SENATE Committee on ENVIRONMENTAL QUALITY.

Priority:

High

CA AB 2741

AUTHOR: Salas [D]**TITLE:** Long-Range Transportation Planning: State Plan**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/19/2016**LAST AMEND:** 06/08/2016**DISPOSITION:** Pending**COMMITTEE:** Senate Appropriations Committee**HEARING:** 06/27/2016 10:00 am**SUMMARY:**

Requires the State's long range transportation plan to be approved by the Transportation Commission prior to submission to the Legislature and Governor. Requires the Department of Transportation to submit a draft of its proposed update to the Commission for comments. Provides if the Commission does not approve an updated plan, the Department is to revise that update. Makes other conforming changes.

STATUS:

06/14/2016

From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on APPROPRIATIONS. (11-0)

Priority:

High

CA AB 2742

AUTHOR: Nazarian [D]**TITLE:** Transportation Projects: Development Lease Agreements**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/19/2016**DISPOSITION:** Pending**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Authorizes the Department of Transportation and regional transportation agencies to enter into comprehensive development lease agreements with public and private entities for certain transportation projects that may charge certain users of those projects tolls and user fees and provides for the authority to enter into public-private partnerships under these provisions.

STATUS:

05/27/2016

In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority:

High

CA AB 2762

AUTHOR: Baker [R]**TITLE:** Transportation: Altamont Pass Regional Rail Authority**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:**

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INTRODUCED: 02/19/2016
LAST AMEND: 04/05/2016
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee

SUMMARY:

Establishes the Altamont Pass Regional Rail Authority for planning and delivering a cost effective and responsive interregional rail connection between the Bay Area Rapid Transit District's rapid transit system and the Altamont Corridor Express in the Tri-Valley, within the City of Livermore, that meets the goals and objectives of the community. Requires the District to assume operational control, maintenance, and responsibilities for the connection.

STATUS:

04/05/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.

04/05/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

Priority: High

CA AB 2783

AUTHOR: Garcia E [D]
TITLE: Affordable Housing and Sustainable Communities
FISCAL
COMMITTEE: yes
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 04/25/2016
DISPOSITION: Pending
LOCATION: Senate Second Reading File
SUMMARY:

Requires the Strategic Growth Council to consider revisions to the guidelines and selection criteria with respect to affordable housing projects that qualify under the Affordable Housing and Sustainable Communities Program's rural innovation project area, and to provide a written explanation to the Assembly on Housing and Community Development, if the Council determines that it will not make the revisions.

STATUS:

06/21/2016 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass as amended to Committee on ENVIRONMENTAL QUALITY. (10-0)

Priority: High

CA AB 2796

AUTHOR: Bloom [D]
TITLE: Active Transportation Program
FISCAL
COMMITTEE: yes
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 04/04/2016
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 06/28/2016 1:30 pm
SUMMARY:

Relates to the Active Transportation Program in the Department of Transportation. Relates to biking and walking. Requires a minimum of available funds in each distribution category to be awarded for planning and community engagement for active transportation in disadvantaged communities and for non-infrastructure purposes.

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STATUS:
06/09/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.
Priority: High

CA AB 2847 **AUTHOR:** Patterson [R]
TITLE: High-Speed Rail Authority: Reports
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 05/23/2016
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 06/28/2016 1:30 pm

SUMMARY:

Requires the high-speed rail business plan identify projected financing costs for each segment or combination of segments of the system, if financing is proposed by the High-Speed Rail Authority. Requires, in the business plan and in another report, the Authority to identify any significant changes in scope for segments of the system identified in the previous version of each report and to provide an explanation of adjustments in cost and schedule attributable to the changes.

STATUS:
05/23/2016 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.
05/23/2016 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING.
Priority: High

CA ACA 11 **AUTHOR:** Gatto [D]
TITLE: Public Utilities Commission
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 03/09/2016
LAST AMEND: 05/27/2016
DISPOSITION: Pending
COMMITTEE: Senate Energy, Utilities and Communications Committee
HEARING: 06/27/2016

SUMMARY:

Proposes an amendment to the Constitution to authorize the Legislature to reallocate or reassign all or a portion of the functions of the Public Utilities Commission to other State agencies, departments, boards, or other entities, consistent with specified purposes, and to adopt appropriate structures to provide greater accountability for the public utilities of the State and provide the necessary guidance to the Commission to focus efforts on specified activities and reducing greenhouse gas emissions.

STATUS:
06/21/2016 In SENATE Committee on ENERGY, UTILITIES AND COMMUNICATIONS: Not heard.
Priority: High

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CA ACR 128	AUTHOR:	Brown [D]
	TITLE:	Deputy Sheriff Jeffery A. Hill Memorial Interchange
	FISCAL COMMITTEE:	yes
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/28/2016
	LAST AMEND:	02/04/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Designates the interchange of Interstate Routes 15 and 215 in the County of San Bernardino as the San Bernardino County Deputy Sheriff Jeffery A. Hill Memorial Interchange.
	STATUS:	
	03/14/2016	From ASSEMBLY Committee on TRANSPORTATION: Be adopted to Committee on APPROPRIATIONS. (16-0)
	Priority:	High
CA SB 32	AUTHOR:	Pavley [D]
	TITLE:	Global Warming Solutions Act of 2006: Emissions Limit
	FISCAL COMMITTEE:	yes
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	12/01/2014
	LAST AMEND:	06/10/2016
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Natural Resources Committee
	HEARING:	06/27/2016 2:30 pm
	SUMMARY:	Requires the State Air Resources Board to approve a specified statewide greenhouse gas emissions limits that are the equivalent to a specified percentage below the 1990 level to be achieved by 2030.
	STATUS:	
	06/10/2016	From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
	06/10/2016	In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.
	Priority:	High
CA SB 39	AUTHOR:	Pavley [D]
	TITLE:	Vehicles: High-Occupancy Vehicle Lanes
	FISCAL COMMITTEE:	yes
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	12/01/2014
	LAST AMEND:	04/08/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Assembly Transportation Committee
	SUMMARY:	Increases the number of vehicle identifiers that the Department of Motor Vehicle is authorized to issue for HOV lane usage.
	STATUS:	
	05/22/2015	To ASSEMBLY Committee on TRANSPORTATION.

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Priority: High

CA SB 66

AUTHOR: Leyva [D]
TITLE: Career Technical Education
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/07/2015
LAST AMEND: 01/14/2016
DISPOSITION: Pending
LOCATION: Assembly Second Reading File
SUMMARY:

Requires the Department of Community Affairs to make available to the Office of the Chancellor of the California Community Colleges any licensure information the Department has in electronic format for its boards, bureaus, commissions, or programs for the sole purpose of enabling the Office to measure employment outcomes of students who participate in career technical education programs offered by the California Community Colleges and recommend how these program may be improved.

STATUS:

06/21/2016 From ASSEMBLY Committee on HIGHER EDUCATION: Do pass as amended to Committee on BUSINESS AND PROFESSIONS. (13-0)

Priority: High

CA SB 91

AUTHOR: Budget and Fiscal Review Cmt
TITLE: Greenhouse Gas Reduction Fund: Investment Plan
FISCAL no
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/09/2015
LAST AMEND: 09/04/2015
DISPOSITION: Pending - Carryover
LOCATION: Assembly Budget Committee
SUMMARY:

Expresses the intent of the Legislature to enact legislation that amends the Budget Act of 2015 to reflect an expenditure plan for moneys in the Greenhouse Gas Reduction Fund that conforms to the 2015 investment plan for the moneys in the Fund as adopted by the Legislature.

STATUS:

09/04/2015 In ASSEMBLY. Read third time and amended. To third reading.
 09/04/2015 Re-referred to ASSEMBLY Committee on BUDGET.

Priority: High

CA SB 122

AUTHOR: Jackson [D]
TITLE: Environmental Quality Act: Record of Proceedings
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/15/2015
LAST AMEND: 06/01/2015
DISPOSITION: Pending - Carryover
LOCATION: Assembly Appropriations Committee

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SUMMARY:

Amends the Environmental Quality Act. Relates to a database for the collection, storage, retrieval, and dissemination of environmental documents, notices of exemption, notices of preparation, notices of determination, and notices of completion provided to the office that shall be available online to the public through the internet. Provides for the phase-in of electronic documents. Requires the lead agency to submit to the State Clearinghouse a sufficient number of environmental documents for review.

STATUS:

08/27/2015 In ASSEMBLY Committee on APPROPRIATIONS: Not heard.

Priority: High

CA SB 207

AUTHOR: Wieckowski [D]**TITLE:** Greenhouse Gas Reduction Fund**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/11/2015**LAST AMEND:** 03/24/2015**DISPOSITION:** Pending - Carryover**LOCATION:** Assembly Natural Resources Committee**SUMMARY:**

Amends existing law that requires a State agency expending moneys from the Greenhouse Gas Reduction Fund to create a records that includes a description of the expenditure and how it will contribute to achieving and maintaining greenhouse gas emissions reductions. Requires that record to be posted on the Internet Web sites of the related State agency and the State Air Resources Board prior to the expending of those moneys.

STATUS:

05/14/2015 To ASSEMBLY Committee on NATURAL RESOURCES.

Priority: High

CA SB 254

AUTHOR: Allen [D]**TITLE:** Campaign Finance: Voter Instruction**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/18/2015**ENACTED:** 06/08/2016**DISPOSITION:** Enacted**LOCATION:** Chaptered**CHAPTER:** 20**SUMMARY:**

Calls a special election to be consolidate with the November statewide general election. Requires the Secretary of State to submit to the voters at that consolidated election a voter instruction asking whether the State's elected officials should use all of their constitutional authority, including proposing and ratifying amendments to the U.S. Constitution to overturn Citizens United v. Federal Election Commission, and other applicable judicial precedents, and to communicate the results to Congress.

STATUS:

06/09/2016 Chaptered by Secretary of State. Chapter No. 20

Priority: High

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CA SB 321	AUTHOR:	Beall [D]
	TITLE:	Motor Vehicle Fuel Taxes: Rates: Adjustments
	FISCAL COMMITTEE:	yes
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/23/2015
	LAST AMEND:	08/18/2015
	DISPOSITION:	Pending
	FILE:	41
	LOCATION:	Senate Unfinished Business
	SUMMARY:	Relates to motor fuel tax rates. Requires the State Board of Equalization to adjust the rate in a manner as to generate an amount of revenue equal to the amount of revenue loss attributable to an exception that reflects the combined average of the actual fuel price over previous fiscal years and the estimated fuel price for the current fiscal year. Relates to revenue neutrality for each year.
	STATUS:	
	06/15/2016	In SENATE. From Inactive File. To Unfinished Business.
	Priority:	High
CA SB 398	AUTHOR:	Leyva [D]
	TITLE:	Green Assistance Program
	FISCAL COMMITTEE:	yes
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/25/2015
	LAST AMEND:	06/02/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Establishes the Green Assistance Program, to be administered by the Secretary for Environmental Protection that provides technical assistance to small businesses, small nonprofits, and disadvantaged communities in applying for an allocation of moneys from the Greenhouse Gas Reduction Fund.
	STATUS:	
	08/27/2015	In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.
	Priority:	High
CA SB 471	AUTHOR:	Pavley [D]
	TITLE:	Water, Energy, Reduction of Greenhouse Gas Emissions
	FISCAL COMMITTEE:	yes
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/26/2015
	LAST AMEND:	08/17/2015
	DISPOSITION:	Pending - Carryover
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Includes reduction of greenhouse emissions associated with water treatment among the investments that are eligible for funding from the Greenhouse Gas Reduction Fund. Requires the State Water Resources Control Board to establish a grant and loan program for water

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projects that result in the net reduction of water-related greenhouse gas emissions.

STATUS:

08/27/2015

In ASSEMBLY. Joint Rule 62(a) suspended.

08/27/2015

In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority:

High

CA SB 551

AUTHOR: Wolk [D]**TITLE:** State Water Policy: Water and Energy Efficiency**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/26/2015**LAST AMEND:** 07/06/2015**DISPOSITION:** Pending - Carryover**LOCATION:** Assembly Appropriations Committee**SUMMARY:**

Declares the policy of the state that water use and water treatment shall operate in a manner that is as energy efficient as is feasible and energy use and generation shall operate in a manner that is as water efficient as is feasible. Requires all relevant state agencies to consider this state policy when revising, or establishing policies, regulations, and grant criteria when pertinent to these uses of water and energy.

STATUS:

08/27/2015

In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

Priority:

High

CA SB 552

AUTHOR: Wolk [D]**TITLE:** Public Water Systems: Disadvantaged Communities**FISCAL** yes**COMMITTEE:****URGENCY** no**CLAUSE:****INTRODUCED:** 02/26/2015**LAST AMEND:** 06/16/2016**DISPOSITION:** Pending**COMMITTEE:** Assembly Water, Parks and Wildlife Committee**HEARING:** 06/28/2016 9:00 am**SUMMARY:**

Requires the State Water Resources Control Board to hold an initial public meeting prior to ordering the consolidation or extension of public water system service and to obtain well owner consent. Provides any affected resident and domestic well owner within the service area who does not consent is ineligible for any future water-related grants. Requires the Board to compensate certain water systems. Prohibits a charge increase for certain customers. Requires contracting for administrative services.

STATUS:

06/16/2016

In ASSEMBLY. Read second time and amended. Re-referred to Committee on WATER, PARKS AND WILDLIFE.

Priority:

High

CA SB 580

AUTHOR: Liu [D]**TITLE:** Surplus Residential Property: Affordable Housing**FISCAL** yes**COMMITTEE:**

Attachment A

URGENCY no
CLAUSE:
INTRODUCED: 02/26/2015
LAST AMEND: 09/04/2015
DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:

Authorizes a local housing authority to purchase and rehabilitate surplus residential property within specified cities and a certain ZIP code. Requires the local housing authority to dedicate any profits realized from a subsequent sale to the construction of affordable housing. Authorizes purchase and rehabilitation of properties in specified cities. Provides for an account to deposit proceeds from the sale of surplus residential property.

STATUS:

01/28/2016 In SENATE. From Inactive File. To third reading.
 01/28/2016 In SENATE. Ordered returned to ASSEMBLY. *****To ASSEMBLY.

Priority: High

CA SB 824 **AUTHOR:** Beall [D] **SANBAG Position:** SUPPORT

TITLE: Low Carbon Transit Operations Program
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/07/2016
LAST AMEND: 06/21/2016
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 06/27/2016 2:30 pm
SUMMARY:

Authorizes a recipient transit agency that does not submit an expenditure for funding under the Low Carbon Transit Operations Program in a particular fiscal year to retain its funding share for expenditure in a subsequent fiscal year. Requires the Department of Transportation to annually calculate a funding share for each eligible recipient transit agency. Allows a recipient transit agency to loan or transfer its funding share to another transit agency. Provides reporting requirements for project funding.

STATUS:

06/21/2016 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
 06/21/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

Priority: High

CA SB 876 **AUTHOR:** Liu [D]

TITLE: Homelessness
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 01/14/2016
LAST AMEND: 03/28/2016
DISPOSITION: Pending
LOCATION: Senate Transportation and Housing Committee
SUMMARY:

Affords persons experiencing homelessness the right to use public spaces without

Attachment A

discrimination based on their housing status and describes basic human and civil rights free from criminal or civil sanctions. Provides civil remedies for aggrieved persons. Requires all applicants for funding from a specified federal program to provide evidence of actions their community is taking to reduce the criminalization of homelessness. Requires compiling information on reducing such criminalization.

STATUS:

04/12/2016 In SENATE Committee on TRANSPORTATION AND HOUSING:
Not heard.

Priority: High

CA SB 885	AUTHOR:	Wolk [D]	SANBAG Position: OPPOSE
	TITLE:	Contracts: Design Professionals: Indemnity	
	FISCAL	no	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	01/19/2016	
	LAST AMEND:	06/16/2016	
	DISPOSITION:	Pending	
	COMMITTEE:	Assembly Judiciary Committee	
	HEARING:	06/28/2016 9:00 am	

SUMMARY:

Specifies, for contracts, that a design professional only the has the duty to defend claims that arise out of, or pertain or relate to, negligence, recklessness, or willful misconduct of the design professional. Prohibits a waiver of these provisions. Updates claims defense procedures. Provides any clause, covenant, or agreement contained in, collateral to, or affecting a contract that requires a design professional to defend claims or lawsuits against other persons or entities is void and unenforceable.

STATUS:

06/16/2016 From ASSEMBLY Committee on JUDICIARY with author's amendments.

06/16/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on JUDICIARY.

Priority: High

CA SB 901	AUTHOR:	Bates [R]
	TITLE:	Transportation Projects: Advanced Mitigation Program
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/21/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee

SUMMARY:

Creates the Advanced Mitigation Program in the Department of Transportation to implement environmental mitigation measures in advance of future transportation projects. Requires the department to set aside certain amounts of future appropriations for this purpose.

STATUS:

02/04/2016 To SENATE Committees on TRANSPORTATION AND HOUSING and ENVIRONMENTAL QUALITY.

Priority: High

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CA SB 902	AUTHOR:	Cannella [R]
	TITLE:	Department of Transportation: Environmental Review
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	01/21/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Relates to existing federal law that requires the U.S. Secretary of Transportation to carry out a surface transportation delivery program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government, and that the State consents to such jurisdiction with regard to the State Department of Transportation assumed as a program participant. Requires a related report.
	STATUS:	
	02/04/2016	To SENATE Committee on TRANSPORTATION AND HOUSING.
	Priority:	High
CA SB 903	AUTHOR:	Nguyen [R]
	TITLE:	Transportation Funds: Loan Repayment
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	01/21/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Relates to existing law that provides for loans of revenues from various transportation funds and accounts to the General Fund, including loans from the Traffic Congestion Fund, with various repayment dates. Acknowledges that there a specified amount of moneys in outstanding loans of certain transportation revenues, and would require that amount to be repaid from the General Fund by a specified date to the Traffic Congestion Fund, the Public Transportation Account and the State Highway Account.
	STATUS:	
	02/04/2016	To SENATE Committee on TRANSPORTATION AND HOUSING.
	Priority:	High
CA SB 940	AUTHOR:	Vidak [R]
	TITLE:	High-Speed Rail Authority: Eminent Domain: Refusal
	FISCAL	yes
	COMMITTEE:	
	URGENCY	yes
	CLAUSE:	
	INTRODUCED:	02/03/2016
	LAST AMEND:	04/12/2016
	DISPOSITION:	Pending
	LOCATION:	Assembly Appropriations Committee
	SUMMARY:	Requires the High-Speed Rail Authority, if selling the real property or interest therein, to send notification by certified to the last known owner of the real property or interest therein at his or her last known address, advising him or her that the real property or interest therein will be offered for sale. Requires the Authority to meet a minimum time period after the notification

Attachment A

has been sent, to sell the real property or interest there.

STATUS:

06/14/2016

Re-referred to ASSEMBLY Committee on APPROPRIATIONS.

Priority:

High

CA SB 951

AUTHOR:

McGuire [D]

TITLE:

Golden State Patriot Passes Program

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:** 02/04/2016**LAST AMEND:** 04/26/2016**DISPOSITION:** Pending**LOCATION:** Senate Appropriations Committee**SUMMARY:**

Creates the Golden State Patriot Passes Program to provide veterans with free access to transit services. Requires the development of guidelines for use by a participating transit operator to demonstrate that proposed expenditures would increase veteran mobility and fulfill specified requirements. Requires the selection of operators to participate. Requires selected operators to match State moneys with local moneys. Requires reports regarding the program.

STATUS:

05/27/2016

In SENATE Committee on APPROPRIATIONS: Held in committee.

Priority:

High

CA SB 998

AUTHOR:

Wieckowski [D]

SANBAG Position: SUPPORT**TITLE:**

Vehicles: Mass Transit Guideways

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:** 02/10/2016**LAST AMEND:** 05/03/2016**DISPOSITION:** Pending**COMMITTEE:** Assembly Transportation Committee**HEARING:** 06/27/2016 2:30 pm**SUMMARY:**

Prohibits a person from operating a motor vehicle, or stopping, parking, or leaving a vehicle standing, on a portion of the highway designated for the exclusive use of public transit buses. Provides exceptions.

STATUS:

05/16/2016

To ASSEMBLY Committee on TRANSPORTATION.

Priority:

High

CA SB 1000

AUTHOR:

Leyva [D]

TITLE:

Land Use: General Plans: Environmental Justice

FISCAL

yes

COMMITTEE:**URGENCY**

no

CLAUSE:**INTRODUCED:** 02/10/2016**LAST AMEND:** 06/20/2016**DISPOSITION:** Pending

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COMMITTEE: Assembly Local Government Committee

HEARING: 06/29/2016 1:30 pm

SUMMARY:

Amends the Planning and Zoning Law. Adds to the required elements of the general plan an environmental justice element or related goals, policies, and objectives that identifies disadvantaged communities within the area covered by the general plan of the city, county, or city and county. Requires the environmental justice element to identify objectives and policies to reduce risks in disadvantaged communities and to identify objectives and policies to promote civil engagement in public decision making.

STATUS:

06/20/2016 From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.

06/20/2016 In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.

Priority: High

CA SB 1066	AUTHOR:	Beall [D]	SANBAG Position: SUPPORT
	TITLE:	Transportation Funds: Fund Estimates	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/16/2016	
	DISPOSITION:	Pending	
	COMMITTEE:	Assembly Transportation Committee	
	HEARING:	06/27/2016 2:30 pm	
	SUMMARY:	Relates to the state transportation improvement program process. Requires certain estimates to identify and include federal funds derived from apportionments made to the state under the Fixing America's Surface Transportation Act of 2015.	
	STATUS:		
	05/09/2016	To ASSEMBLY Committee on TRANSPORTATION.	
	Priority:	High	

CA SB 1141	AUTHOR:	Moorlach [R]
	TITLE:	State Highways: Transfer to Local Agencies: Pilot
	FISCAL	yes
	COMMITTEE:	
	URGENCY	no
	CLAUSE:	
	INTRODUCED:	02/18/2016
	LAST AMEND:	04/05/2016
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	Requires the Department of Transportation to participate in a multi-year, multi-county pilot program to operate, maintain, and make improvements to all state highways, including freeways, in an affected county. Requires moneys to be appropriated for these purposes as a block grant in the annual Budget Act to a participating county.
	STATUS:	
	04/19/2016	In SENATE Committee on TRANSPORTATION AND HOUSING: Failed passage.
	04/19/2016	In SENATE Committee on TRANSPORTATION AND HOUSING:

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Priority: Reconsideration granted.
High

CA SB 1170	AUTHOR:	Wieckowski [D]	
	TITLE:	Public Contracts: Water Pollution Prevention Plans	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/18/2016	
	LAST AMEND:	05/31/2016	
	DISPOSITION:	Pending	
	COMMITTEE:	Assembly Local Government Committee	
	HEARING:	06/29/2016 1:30 pm	
	SUMMARY:	Relates to public contracts and pollution prevention plans. Prohibits a public entity, charter city, or charter county from delegating to a contractor the development of a plan to prevent or reduce water pollution or runoff on a public works contract, or to assume responsibility for the completeness and accuracy of a plan developed by that entity. Exempts contracts that use specified procurement methods if the contractor or construction manager is required to retain a plan developer for the project owners.	
	STATUS:	06/09/2016 To ASSEMBLY Committee on LOCAL GOVERNMENT.	
	Priority:	High	
CA SB 1197	AUTHOR:	Cannella [R]	
	TITLE:	Intercity rail Corridors: Extensions	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/18/2016	
	DISPOSITION:	Pending	
	LOCATION:	Senate Transportation and Housing Committee	
	SUMMARY:	Authorizes the amendment of a joint power agreement to provide for the extension of the affected rail corridor to provide intercity rail service beyond the defined boundaries of the corridor. Requires a proposed extension to first be recommended and justified in the business plan adopted by the joint powers board, and then would require the approval of the Secretary of Transportation.	
	STATUS:	03/03/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.	
	Priority:	High	
CA SB 1259	AUTHOR:	Runner [R]	SANBAG Position: OPPOSE
	TITLE:	Vehicles: Toll Payment: Veterans	
	FISCAL	yes	
	COMMITTEE:		
	URGENCY	no	
	CLAUSE:		
	INTRODUCED:	02/18/2016	
	LAST AMEND:	04/21/2016	
	DISPOSITION:	Pending	
	COMMITTEE:	Assembly Veterans Affairs Committee	
	HEARING:	06/28/2016 4:00 pm	

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SUMMARY:

Exempts vehicles registered to a veteran and displaying a specialized veterans license plate, from payment of a toll or related fines on a toll road, high-occupancy toll lane, toll bridge, toll highway, a vehicular crossing, or any other toll facility. Makes conforming changes.

STATUS:

06/14/2016 In ASSEMBLY Committee on VETERANS AFFAIRS: Not heard.

Priority: High

CA SB 1305 **AUTHOR:** Morrell [R] **SANBAG Sponsor Bill**

TITLE: San Bernardino County Transportation Authority

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/19/2016

LAST AMEND: 05/16/2016

DISPOSITION: Pending

COMMITTEE: Assembly Transportation Committee

HEARING: 06/27/2016 2:30 pm

SUMMARY:

Creates the San Bernardino County Transportation Authority as the successor of the San Bernardino County Transportation Commission and the County of San Bernardino local transportation authority, service authority for freeway emergencies, and local congestion management agency, and of the San Bernardino Associated Governments joint powers authority when it was acting on behalf of, or in the capacity of, those entities.

STATUS:

06/01/2016 To ASSEMBLY Committee on TRANSPORTATION.

Priority: High

CA SB 1320 **AUTHOR:** Runner [R]

TITLE: State Transportation Commission

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/19/2016

DISPOSITION: Pending

LOCATION: Senate Transportation and Housing Committee

SUMMARY:

Excludes the Transportation Commission from the Transportation Agency. Establishes it as an entity in State government. Requires it to act in an independent oversight role. Requires the Department of Transportation to program capital outlay support resources for each project in its State highway operation and protection program. Provides project rejection and acceptance procedures. Requires approval of the Commission of any change in programmed project's cost, scope, or schedule.

STATUS:

03/03/2016 To SENATE Committee on TRANSPORTATION AND HOUSING.

Priority: High

CA SB 1383 **AUTHOR:** Lara [D]

TITLE: Short-Lived Climate Pollutants

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

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INTRODUCED: 02/19/2016
LAST AMEND: 04/12/2016
DISPOSITION: Pending
COMMITTEE: Assembly Natural Resources Committee
HEARING: 06/27/2016 2:30 pm

SUMMARY:

Requires the State Air Resources Board to approve and begin implementing a comprehensive strategy to reduce emissions of short-lived climate pollutants to achieve a specified reduction in methane, hydro-fluorocarbon gases, and anthropogenic black carbon below 2013 levels by 2030.

STATUS:

06/13/2016 To ASSEMBLY Committee on NATURAL RESOURCES.

Priority: High

CA SB 1387 **AUTHOR:** De Leon [D] **SANBAG Position: STRONGLY OPPOSE**

TITLE: Nonvehicular Air Pollution: Incentive Programs

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/19/2016

LAST AMEND: 04/07/2016

DISPOSITION: Pending

COMMITTEE: Assembly Natural Resources Committee

HEARING: 06/27/2016 2:30 pm

SUMMARY:

Requires an air quality management district board to submit to the State Air Resources Board for review and approval of the district's plan for attainment or a revision to that plan, and the district's market-based incentive program and any revisions thereto. Prescribes specified actions for the State Board to take if it determines the attainment plan or market-based programs to not comply with law. Increases the membership of the South Coast Air Quality Management District.

STATUS:

06/13/2016 To ASSEMBLY Committee on NATURAL RESOURCES.

Priority: High

CA SB 1397 **AUTHOR:** Huff [R]

TITLE: Highway Safety and Information Program

FISCAL yes

COMMITTEE:

URGENCY no

CLAUSE:

INTRODUCED: 02/19/2016

LAST AMEND: 05/31/2016

DISPOSITION: Pending

FILE: A-18

LOCATION: Senate Inactive File

SUMMARY:

Enacts the Highway Safety and Information Act. Authorizes the Department of Transportation to enter into an agreement pursuant to a best value procurement and competitive process for a project with an entity to construct, upgrade or reconstruct, and operate a network of changeable message signs within the rights-of-way of the state highway system that would include a demonstration phase of the project as a conditions precedent to the full implementation of the agreement.

STATUS:

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06/02/2016 In SENATE. Read third time. Failed to pass SENATE. (19-17)
 06/02/2016 In SENATE. Motion to reconsider.
 06/02/2016 In SENATE. Reconsideration granted.
 06/02/2016 In SENATE. From third reading. To Inactive File.
Priority: High

CA SB 1405 **AUTHOR:** Pavley [D]
TITLE: Zero-Emission Vehicles: Transportation Systems
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 04/13/2016
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee
SUMMARY:
 Requires the revision of zero-emission vehicle standard regulation to expand the definition of transportation systems eligible for zero-emission vehicle credits to include additional entities utilizing such vehicles including rental care companies, transportation network companies, taxicab companies, and car-sharing companies, to the extent those entities involving ridesharing features offered by those entities that reduce per-passenger emissions. Requires a study of transit operator grants.
STATUS:
 05/27/2016 In SENATE Committee on APPROPRIATIONS: Held in committee.
Priority: High

CA SB 1464 **AUTHOR:** De Leon [D]
TITLE: Greenhouse Gas Emissions Reduction
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/19/2016
LAST AMEND: 04/11/2016
DISPOSITION: Pending
COMMITTEE: Assembly Natural Resources Committee
HEARING: 06/27/2016 2:30 pm
SUMMARY:
 Requires, in identifying priority programmatic investments under the Greenhouse Gas Reduction Fund, that the related investment plan assess how proposed investments interact with current State regulations, policies, and programs and evaluate if and how the proposed investments could be incorporated into existing program. Requires the plan to recommend metrics that would measure progress and benefits from proposed programmatic investments.
STATUS:
 06/06/2016 To ASSEMBLY Committee on NATURAL RESOURCES.
Priority: High

*As of 6/22/16

Minute Action

AGENDA ITEM: 34

Date: July 6, 2016

Subject:

Redlands Passenger Rail Project - Procurement of Diesel Multiple Unit Rail Vehicles

Recommendation:

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

- A. Make a finding by at least a two-thirds vote that the procurement of the Diesel Multiple Unit rail vehicles for the Redlands Passenger Rail Project qualifies to be conducted through competitive negotiation under Section 130238 of the California Public Utilities Code.
- B. Approve the release of Request for Proposals No. 16-1001531 for the procurement of Redlands Passenger Rail Project Diesel Multiple Unit rail vehicles.
- C. If only a single response to the request for proposals is received, delegate authority to the Executive Director or his designee to determine and make a finding, if appropriate, that the Commission made every effort to generate the maximum feasible number of proposals from qualified sources, before proceeding to negotiate with the sole proposer.

Background:

This item has been placed on the Discussion Calendar due to the need to highlight Recommendations A and C, which were not included in the related agenda item that was unanimously passed by the Transit Committee on June 9, 2016. Recommendations A and C address requirements of California Public Utilities Code Section 130238 for Purchase of Specialized Equipment through Competitive Negotiation. This code section enables the Commission, upon at least a two-thirds vote, to authorize procurement of the rail vehicles by competitive negotiation. California law authorizes procurement of rail vehicles by competitive negotiation because, due to the highly specialized and unique nature of all rail transit equipment, it may be in the public interest to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, lifecycle costs, delivery timetables, support logistics, and the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranty, and similar factors in the award of contracts for these vehicles and equipment.

Public Utilities Code Section 130238 sets out the requirements for competitive negotiation procurement which includes, but is not limited to, the following:

1. The request for proposals shall be prepared and submitted to an adequate number of qualified resources, as determined by the Commission, to permit reasonable competition with the nature and requirement of the procurement.
2. Notice of the request for proposals shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The Commission shall make every effort to generate the maximum number of proposals from qualified sources and shall make a finding to that effect before proceeding to

Entity: CTC

negotiate if only a single response to the request for proposals is received.

4. The request for proposals shall identify all significant evaluation factors, including price, and their relative importance.
5. The Commission shall provide reasonable procedures for technical evaluation of the proposals received, identification of qualified sources, and selection for contract award.
6. Award shall be made to the qualified proposer whose proposal will be most advantageous to the Commission with price and all other factors considered.
7. If award is not made to the bidder whose proposal contains the lowest price, the Commission shall make a finding setting forth the basis for the award.

Recommendation C addresses the process for proceeding with competitive negotiation if only one proposal is received. Under a single proposer scenario, the Commission is required to make a finding that every effort was made to generate the maximum number of proposals from qualified sources, before starting negotiations with a sole proposer. Due to potential schedule impacts of requesting this finding from the Board prior to beginning negotiations with a single proposer, staff requests that the Board delegate the authority to the Executive Director to determine and make such a finding, if appropriate. This finding by the Executive Director would be brought before the Board to be ratified when the final negotiated contract for rail vehicles is brought to the Board for approval.

Recommendation B requests authorization to release the request for proposals for the Redlands Passenger Rail Project diesel multiple unit rail vehicles as discussed below.

With the San Bernardino Associated Governments (SANBAG) Board of Directors identifying the Redlands Passenger Rail Project (RPRP) as one of its priority projects, staff is moving forward with delivery of the project. The project proposes to implement a nine-mile passenger rail service between the San Bernardino Transit Center (SBTC) and the University of Redlands. The service is envisioned as operating with 30-minute peak and 60-minute off-peak headways during the work week and 60 minute headways on the weekends. Five stations have been identified: the SBTC, Waterman Street Station, New York Street Station, Downtown Redlands Station, and the University Station. A major component of implementing this passenger rail service is the procurement of rail vehicles.

As part of the RPRP Environmental Impact Report/Environmental Impact Statement, which was completed in March 2015, the Record of Decision (ROD) memorialized the use of diesel multiple unit (DMU) technology as the preferred rail vehicle for RPRP. A number of criteria were used in the determination, including:

- Expected passenger loads;
- Life-cycle maintenance costs;
- Limiting community impacts, such as noise and vibration;
- Compliance with US Environmental Protection Agency Tier 4 emissions standards;
- Ability to operate in co-mingled service with conventional freight and commuter railroad equipment; and
- Daily and annual operating expenses.

A DMU is essentially a self-contained passenger train. A single train or unit contains two passenger sections with a cab at each end and a small propulsion unit in the middle. This type of vehicle may be found in service on the SPRINTER in San Diego County and on commuter lines in Texas and New Jersey. The vehicles are generally perceived by the public to have lower

community impacts than conventional passenger trains due to their lower profile and quieter engines. The cars are lighter than conventional passenger rail cars and are able to operate effectively using comparatively small engines, resulting in lower emissions, operating costs, and noise impacts when compared to conventional trains, such as those currently used on the connecting Metrolink commuter rail system. The ROD further identified the use of conventional commuter rail equipment, known as Locomotive Hauled Coaches (LHC) for use on up to two round-trip Metrolink express trains during the morning and afternoon peak periods.

The RPRP Operations/Maintenance and Vehicle Selection Study of July 2015 identified the equipment needs of the proposed service levels. The report recommended a fleet size of at least three train sets. The fleet allocation would consist of two train sets in revenue service on thirty minute headways and the third as a ready spare in case of service interruptions. If the ready spare set is not available due to Federal Railroad Administration mandated inspections or extended mechanical issues and a service interruption occurs to the remaining two units, the service would be reduced to hourly headways until two vehicles are again serviceable. In order to ensure that the RPRP is viewed as a reliable travel alternative, the report further recommended the acquisition of a fourth vehicle train set to avoid service reductions, if additional funding could be identified. SANBAG has applied for grant funding from multiple sources, including Federal Transit Investment Generating Economic Recovery (TIGER) and State Transit and Intercity Rail Program (TIRCP) funds and will continue to research other funding opportunities to acquire a fourth DMU.

Staff has explored two procurement approaches to the acquisition of the RPRP vehicles. Due to the limited number of vehicles required, the first approach was to identify an existing procurement by other transit agencies with contract options that could be assigned to SANBAG. Meetings were held with the TEX Rail project team in Fort Worth, Texas and the eBART staff in the San Francisco Bay Area. In both instances, the agencies were willing to assign options if SANBAG could address any Federal Transit Administration (FTA) concerns with the options. However, in discussions with the FTA, they revealed a number of concerns with the procurements already in place. The TEX Rail options were disapproved by the FTA as the number of vehicles exceeded the TEX Rail identified needs by a large margin. The eBART procurement was performed under the procurement rules of the State of California, which raised a number of concerns with FTA over the viability of converting an already completed California procurement to meet federal requirements. There are currently no other DMU procurements underway in the United States. Thus, the “piggy back” procurement approach was eliminated from consideration.

The second approach is for SANBAG to issue a RFP for the DMU vehicles procurement. In developing the RFP, staff applied lessons learned from the recent procurements of the technology by TEX Rail and eBART. Two important lessons learned resulted in the elimination of the industry review phase of the process, as the basic vehicle specification has been vetted and refined in earlier procurements, and the issuing of a performance specification creates a strong potential for challenges from unsuccessful bidders. The RFP for the RPRP vehicles has been adopted from the TEX Rail specification with additional refinements gleaned from the eBART specifications. The RFP includes a base contract of providing 3 DMU vehicles, with two additional options, the first for one additional vehicle and the second option to procure two additional vehicles for a total number of 6 vehicles if all options are executed. These options provide flexibility for future expansion if additional funding becomes available.

This RFP also includes an option for SANBAG to have the successful vendor provide the operations and maintenance of the vehicles. It is a common industry practice for the Original

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Equipment Manufacturer to provide on-going maintenance. Due to the small size of both the initial RPRP operation and vehicle maintenance, staff has planned to combine both operations and maintenance of the vehicles into a separate contract as either function alone is not expected to be large enough to attract qualified bidders. The spare parts and specialized tooling required to maintain the vehicles will also be acquired as part of this procurement, but will be paid for using operation funds.

Key features of the RFP are:

- A base order of three vehicles;
- Options for up to three additional vehicles;
- Option for vehicle operation and maintenance;
- Tier 4 or better emission standards;
- Ability to convert to alternative fuels or battery power as technology advances;
- Meets crash worthiness standards found in 49 CFR Part 238 allowing for operation intermingled with conventional freight and passenger railroad equipment;
- Complies with ADA level boarding requirements without the use of gauntlet tracks;
- Complies with FTA Buy America requirements;
- Ability to meet a late 2019 delivery schedule;
- Spare parts and specialized tooling to maintain the vehicles; and
- Service proven design.

The cost estimate for passenger rail vehicle equipment included in the 2014 Ten-Year Delivery Plan was \$15.827 million, however this estimate was based on the use of rehabilitated LHCs. The use of LHCs was deemed infeasible during the EIR/EIS process due to the need to provide Tier 4 diesel engines, and to address potential community impacts. As discussed above, the use of DMU technology was memorialized in the EIR/EIS Record of Decision. An updated cost estimate for the procurement of three new DMU vehicles is \$22.5 million, excluding any of the additional contract options, specialized tools, or spare parts.

Financial Impact:

The funding for the RPRP vehicle procurement is included in the SANBAG Fiscal Year 2016/2017 Budget. The spare parts and specialized tooling required to maintain the vehicles, will be acquired using operating funds for RPRP.

Reviewed By:

This item was reviewed and unanimously recommended for approval by the Transit Committee on June 9, 2016, with the exception of Recommendations A and C, which have since been added. SANBAG General Counsel and Procurement Manager reviewed this report, and will review and approve the RFP prior to release.

Responsible Staff:

Justin Fornelli, Chief of Transit and Rail Programs

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Minute Action

AGENDA ITEM: 35

Date: July 6, 2016

Subject:

Hearings to Consider Resolution of Necessity for Parcel for the Interstate 215 (I-215) Barton Road Interchange Improvement Project in the City of Grand Terrace

Recommendation:

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

- A. Conduct a public hearing to consider condemnation of real property required for the I-215 Barton Road Interchange Improvement Project in the City of Grand Terrace; and
- B. Upon completion of a public hearing, that the Board of Directors adopt the Resolution of Necessity No. 16-031 authorizing and directing General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from: Colton Joint Unified School District who is the successor agency for the Terrace Union School District, Trustees of the Terrace School District, County of San Bernardino, State of California, as to Parcel A; and Terrace Union School of San Bernardino County, as to Parcels B, C, and D; (Assessor's Parcel Number [APN] 0275-232-04; Caltrans Parcel Number [CPN] 23345). The Resolution must be approved by at least a two-thirds majority.

Background:

Steady progress has been made towards the start of construction on the I-215 Barton Road Interchange Improvement Project (Project). One of the remaining critical path items is right-of-way acquisition. The SANBAG Board acting as the San Bernardino County Transportation Commission (Commission) has authorized the acquisition of property necessary for this interchange project. Some parcels are being acquired through negotiated sale. The purpose of this agenda item is to present information regarding the upcoming Hearing for Resolution of Necessity for a property needed for construction of the Project but which has not reached a negotiated settlement. The Commission's right-of-way agent, Overland, Pacific & Cutler, Inc. (OPC) presented offers to the Colton Joint Unified School District who is the successor agency to the entities that currently show on title, which are the Terrace Union School District, Trustees of the Terrace School District, County of San Bernardino, State of California and the Terrace Union School of San Bernardino County.

Although negotiations are ongoing, dialogue with the School District for the parcels listed has not yet resulted in settlement, and these parcels need to be acquired through eminent domain, which requires compliance with a statutorily-prescribed process. During the eminent domain process, the Commission's right-of-way agent will continue to negotiate with the School District and attempt to achieve a negotiated settlement for the necessary property interests.

Entity: CTC

The Commission is authorized to acquire property by eminent domain pursuant to the California Public Utilities Code Section 130220.5. Eminent domain will allow the Commission to obtain legal rights to the properties needed for the Project if a negotiated sale cannot be reached. Since the process takes several months, it is necessary to start this process now to ensure that the property interests are obtained to meet the scheduled start of construction in the summer of 2017.

In order to adopt the Resolutions of Necessity, the Commission must make the four findings discussed below for each of the parcels. The issue of the amount of just compensation for these property interests is not addressed during the Resolution of Necessity hearing. The four necessary findings are:

1. The public interest and necessity require the Project.

The Project is located in City of Grand Terrace where if no improvements are made to the interchange, the existing and future traffic congestion will not be mitigated. The proposed improvements, which are consistent with the circulation element of the City of Grand Terrace General Plan, are necessary to reduce existing and future traffic congestion. The congestion is reduced by increasing capacity and enhanced traffic operations.

The Project includes the following improvements:

- Replacement of the existing Barton Road Overcrossing (Bridge No. 54-0528)
- Reconstruction/widening of Barton Road
- Realignment of the existing entrance and exit ramps and roadway improvements on local streets
- Traffic signal modifications
- Roundabout at intersection of Barton Road/southbound ramps/La Crosse Avenue

On Barton Road, the Project construction limits extend from 0.3 miles to 0.4 miles west and east of the I-215 centerline, respectively. The Project construction limits on I-215 begin at 0.73 miles and end at 0.35 miles south and north of the Barton Road centerline, respectively.

2. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

During the environmental phase of the Project three alternatives were studied. The City of Grand Terrace, SANBAG, and Caltrans selected this alternative to construct as it included the least right-of-way impacts to the community and provided the greatest improvement to circulation. The Project is being constructed in phases to maximize the traffic circulation during construction to the greatest extent possible and to minimize right-of-way impacts to adjacent properties. The proposed design minimizes the property required for the Project, but still requires full acquisitions, partial acquisitions, and temporary construction easements. During the design phase, project planners, engineers, and a construction manager/general contractor considered alternative alignments, work windows, and work area reductions that would provide access to adjacent properties where access to those properties would be affected by the Project. Each alternative was assessed based on the needs and constraints of each property owner. Staff and OPC have also had numerous communications with the property owners about their needs in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good through construction of the Project.

3. The property sought to be acquired is necessary for the Project.

While some of the Project is being constructed within existing right-of-way, some acquisition from the School District is needed to allow the construction of a new bridge, new road, existing roadbed widening, sound wall, drainage systems, and required utility relocations. For the subject property, the following right-of-way interests are required:

- Permanent Right of Way and Temporary Construction Easement (TCE) from the School District property, (APN 0275-232-04; CPN 23345) is needed to accommodate the improvement of Barton Road and the realignment of the northbound entrance ramp.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

The subject property was appraised and offer for the full amount of the appraisal were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

- The offer for the School District property, (APN 0275-232-04; CPN 23345) was presented on February 15, 2016.

Upon completion of the Project, the Commission will transfer properties acquired for this Project to Caltrans or to the City of Grand Terrace for those real property interests that will be incorporated into the State Highway System or the City facility, respectively.

Financial Impact:

This item has no financial impact to the Fiscal Year 2016/2017 Budget.

Reviewed By:

This item was reviewed and recommended (20-0-0) to proceed to Hearings of Resolutions of Necessity by the Board of Directors with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel has reviewed this item and draft resolution.

Responsible Staff:

Paula Beauchamp, Project Delivery Manager

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

TERRACE UNION
SCHOOL DISTRICT
RESOLUTION OF
NECESSITY

RESOLUTION NO. 16-031

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF ASSESSOR PARCEL NUMBER 0275-232-04.

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the I-215 and Barton Road Interchange Project (the "Project") that necessitates the Commission to acquire by eminent domain interests in the property located at 12066 Vivienda Avenue in the City of Grand Terrace, California; and

WHEREAS, the Project is intended to lengthen and widen the Barton Road Bridge over the I-215 and to widen and reconfigure ramps, modify traffic signals and construct a roundabout at the intersection of Barton Road/southbound ramps/La Crosse Avenue to improve public safety and alleviate traffic congestion; and

WHEREAS, the Project requires the acquisition of property interests; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the real property required for the Project includes a 5,228 square foot fee interest as legally described in Exhibit "A" and depicted in Exhibit "C" and located at 12066 Vivienda Avenue in the City of Grand Terrace, California; and

WHEREAS, the real property required for the Project includes a 3,919 square foot temporary construction easement as legally described in Exhibit "B" and depicted in Exhibit "C" and located at 12066 Vivienda Avenue in the City of Grand Terrace, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on May 19, 2016 there was mailed a Notice of Hearing on the Intent of the Commission to consider adoption of a Resolution of Necessity for acquisition by eminent domain of the real property described and depicted in Exhibits "A" through "C" herein (collectively the "Property"); and

WHEREAS, the Commission provided written notice to the City of Grand Terrace as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for July 6, 2016 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety and alleviate traffic congestion; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of real property as legally described in Exhibits "A" and "B" and depicted in Exhibit "C" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "C" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

- (a) The public interest and necessity require the proposed Project;
- (b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The above-described property interests, as described and depicted in Exhibits "A" through "C", are necessary for the proposed Project; and
- (d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire the real property as legally described in Exhibits "A" and "B" and depicted in Exhibit "C", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on July 6, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Robert A. Lovingood, Board President
San Bernardino County Transportation Commission

ATTEST:

Vicki Watson, Clerk
San Bernardino County Transportation Commission

EXHIBIT "A"

PARCEL 23345-1

That portion of Lot 1, Block F, in the City of Grand Terrace, County of San Bernardino, State of California, as shown on the "Map of Resubdivision of Grand Terrace Tract" on file in Book 1, page 33 of Records of Survey, Official Records of said County described as follows:

BEGINNING at the Southeasterly corner of that certain parcel of land as described in a grant deed to the State of California, recorded March 12, 1957 in Book 4177, page 156 of said Official Records, said corner being on the North right of way line of Barton Road (formerly Palm Avenue - 33.00 feet half width); thence along said right of way line, North 89°21'38" East, 412.29 feet; thence continuing along said right of way line, North 89°25'31" East, 269.25 feet to the westerly line of Vivienda Avenue (30.00 feet half width) as described in a deed to the County of San Bernadino, recorded October 5, 1899 in Book 277, page 58 of Deeds per said Official Records; thence along said westerly line, North 11°21'06" East, 49.07 feet; thence North 78°38'54" West, 7.00 feet; thence South 11°21'06" West, 18.37 feet; thence South 36°03'42" West, 29.89 feet to a line being parallel with and northerly 7.50 feet measured at right angles from said North right of way; thence along said parallel line, South 89°25'31" West, 56.78 feet; thence South 46°18'27" West, 7.32 feet to a line parallel with and northerly 2.50 feet measured at right angles from said North right of way; thence along said parallel line, South 89°25'31" West, 188.79 feet; thence continuing along said parallel line, South 89°21'38" West, 185.58 feet; thence South 87°05'42" East, 13.16 feet to the beginning of a curve, concave northeasterly, having a radius of 242.50 feet; thence northwesterly along said curve, through a central angle of 11°06'56", an arc length of 47.05 feet to the beginning of a reversing curve, concave southwesterly, having a radius of 207.50 feet to which a radial line bears North 14°10'14" East; thence northwesterly along said curve, through a central angle of 14°39'36", an arc length of 53.09 feet to a line parallel with and northerly 17.50 feet measured at right angles from said North right of way; thence along said parallel line, South 89°21'38" West, 127.33 feet to the southeasterly right of way line of said certain parcel as described in said grant deed to the State of California; thence along said southeasterly right of way line, South 36°29'13" East, 21.59 feet to said North right of way line of Barton Road and the **POINT OF BEGINNING**.

Also the underlying fee interest if any, appurtenant to the above-described portion of said Lot 1 in and to the adjoining Public Ways (Barton Road and Vivienda Avenue).

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

Containing 5,228 square feet, more or less.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Kyle G. Esgate
Professional Land Surveyor

Date: _____

March 28, 2016



EXHIBIT "B"

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0275-232-04**

The land identified in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Interstate 215 (I-215) Barton Road Interchange Improvement Project. The right of usage acquired for the temporary construction easement described in the attached legal description and depicted in the attached map shall be for a period of thirty (30) months.

Reasonable pedestrian and vehicular access to the remainder property will be maintained. With the exception of the trees, the improvements within the temporary construction easement area will be protected in place or replaced in kind.

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

PARCEL 23345-2

A temporary EASEMENT for construction purposes upon, over and across that portion of Lot I, Block F, in the City of Grand Terrace, County of San Bernardino, State of California, as shown on the "Map of Resubdivision of Grand Terrace Tract" on file in Book 1, page 33 of Records of Survey, Official Records of said County described as follows:

*COMMENCING at the Southeasterly corner of that certain parcel of land as described in a grant deed to the State of California, recorded March 12, 1957 in Book 4177, page 156 of said Official Records, said corner being on the North right of way line of Barton Road (formerly Palm Avenue - 33.00 feet half width); thence along the southeasterly right of way line of said certain parcel, North 36°29'13" West, 27.76 feet to a point on a line parallel with and northerly 22.50 feet measured at right angles from said North right of way, said point also being the **POINT OF BEGINNING**; thence along said parallel line, North 89°21'38" East, 251.55 feet; thence South 1° 21'39" East, 17.00 feet to a point on a line parallel with and northerly 5.50 feet measured at right angles from said North right of way; thence along said parallel line, North 89°21'38" East, 176.79 feet; thence continuing along said parallel line, North 89°25'31" East, 171.76 feet; thence North 0°34'29" West, 5.00 feet to a point on a line parallel with and northerly 10.50 feet measured at right angles from said North right of way, thence along said parallel line North 89°25'31" East, 80.84 feet; thence North 13°40'49" East, 42.69 feet; thence South 78°38'54" East, 16.73 feet to the Westerly line of Vivienda Avenue (30.00 feet half width) as described in a deed to the County of San Bernadino, recorded October 5, 1899 in Book 277, page 58 of Deeds per said Official Records; thence along said Westerly line, South 11°21'06" East, 0.42 feet; thence North 78°38'54" West, 7.00 feet to a point on a line parallel with and westerly 7.00 feet measured at right angles from said Westerly line; thence along said parallel line South 11°21'06" West, 18.37 feet; thence South 36°03'42" West, 29.89 feet to a point on a line parallel with and northerly 7.50 feet measured at right angles from said North right of way; thence along said parallel line, South 89°25'31" West, 56.78 feet; thence South 46°18'27" West, 7.32 feet to a line parallel with and northerly 2.50 feet measured at right angles from said North right of way; thence along said parallel line, South 89°25'31" West, 188.79 feet; thence continuing along said parallel line, South 89°21'38" West, 185.58 feet; thence North 87°05'42" West, 13.16 feet to the beginning of a curve, concave northeasterly, having a radius of 242.50 feet; thence northwesterly along said curve, through a central angle of 11°06'56", an arc length of 47.05 feet to the beginning of a*

PARCEL 23345-2 (continued)

reversing curve, concave southwesterly, having a radius of 207.50 feet to which a radial line bears North 14°10'14" East; thence northwesterly along said curve, through a central angle of 14°39'36", an arc length of 53.09 feet to a line being parallel with and northerly 17.50 feet measured at right angles from said North right of way; thence along said parallel line, South 89°21'38" West, 127.33 feet to the southeasterly right of way line of said certain parcel as described in said grant deed to the State of California; thence along said southeasterly right of way line, North 36°29'13" West, 6.17 feet to the POINT OF BEGINNING.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

Containing 3,919 square feet, more or less.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: *Kyle G. Esqate*
Professional Land Surveyor

Date: *March 29, 2016*



08-SBd-215-PM 1.40-23345 (23345-2)

EXHIBIT "C"

PARCEL NO. 23345-1 FEE
PARCEL NO. 23345-2 TCE

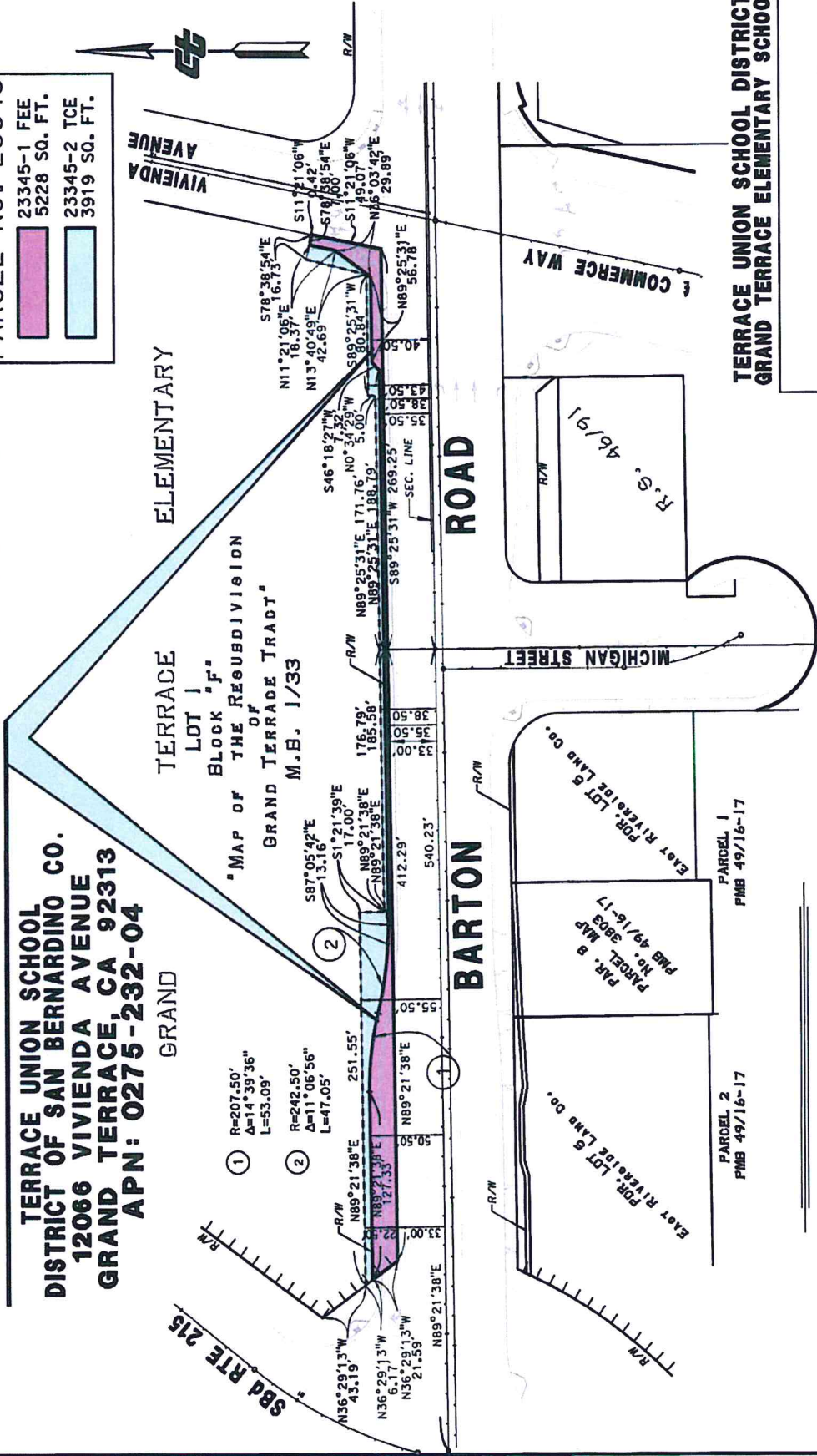
TERRACE UNION SCHOOL DISTRICT OF SAN BERNARDINO CO.
 12066 VIVIENDA AVENUE
 GRAND TERRACE, CA 92313
 APN: 0275-232-04

SECTION 32
 T.1 S. R.4 W. S.B.M.

PARCEL NO. 23345

	23345-1 FEE	5228 SQ. FT.
	23345-2 TCE	3919 SQ. FT.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



RESOLUTION OF NECESSITY DETAIL MAP
 STATE ROUTE 215 AT BARTON ROAD
 CITY OF COLTON
 COUNTY OF SAN BERNARDINO

PLAT MAP SHOWING
 RESOLUTION OF NECESSITY
 FOR
PARCEL No. 23345

SECTION 5
 T.2 S. R.4 W. S.B.M.

AREAS FOR TERRACE UNION SCHOOL DISTRICT

23345-TOTAL AREA	23345-1 FEE
376,543 sq. ft.	5,228 sq. ft.
23345-REMAINDER	23345-2 TCE
371,356 sq. ft.	3,919 sq. ft.

FEET 0 25 50 100 150

DISTRICT	COUNTY	ROUTE	SHEET	PM	SHEET NO.	TOTAL SHEETS
8	SBD	215	1-40	2	2	2

REF. INFO.: DISTRICT 08 R/W MAP NO. RW000216-3, 4

3/20/16 K66

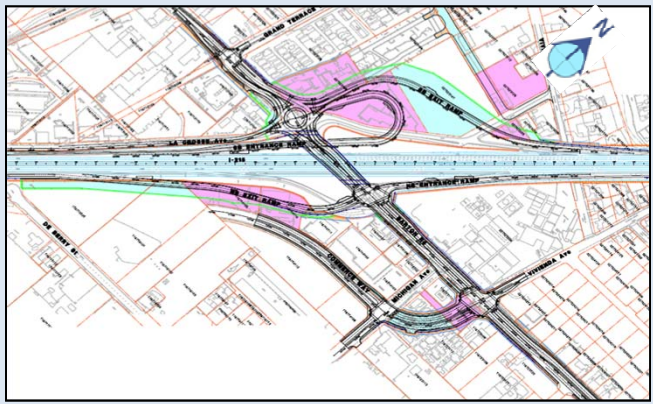
Governments
SANBAG
Working Together

Interstate 215 Barton Road Interchange Improvement Project



Governments
SANBAG
Working Together

Project Improvements



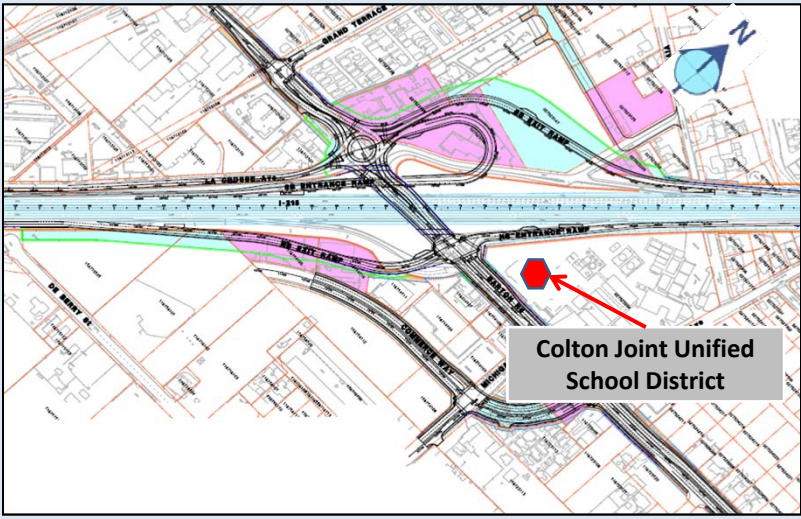
- A wider and longer bridge.
- New ramps.
- Realignment of local streets.

Attachment: July RON Presentation Handout (2912 : July RON Presentation - Terrace Union School District)

Parcel List

No.	CPN	Ownership
1	23345	Colton Joint Unified School District, Successor Agency for the Terrace Union School District, Trustees of the Terrace School District, County of San Bernardino, State of California and Terrace Union School of San Bernardino County

Location



Attachment: July RON Presentation Handout (2912 : July RON Presentation - Terrace Union School District)

Governments
SANBAG
Working Together

Colton Joint Unified School District
APN 0275-232-04/CPN 23345

Governments
SANBAG
Working Together

Offer of Just Compensation

No.	Ownership	Offer Date
1	Colton Joint Unified School District	February 15, 2016

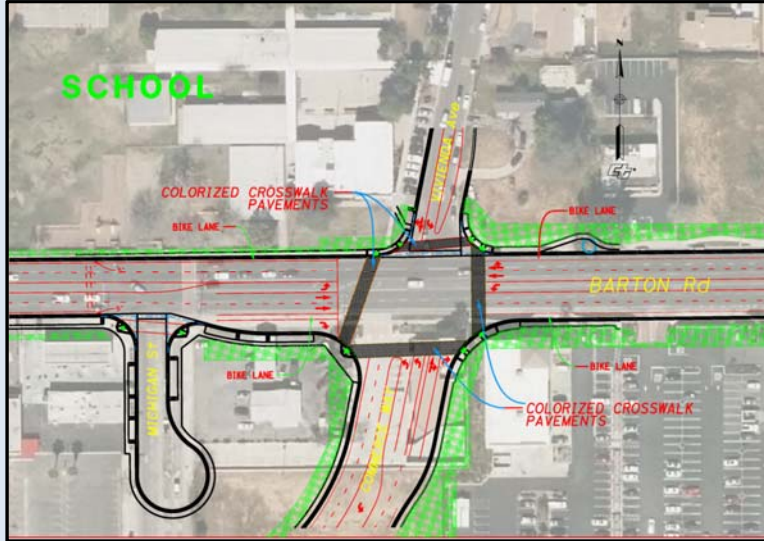
Contact Summary

As of June 6, 2016

No.	Ownership	In Person Meetings	Mailings	Phone Contacts	E-Mails	Total
1	Colton Joint Unified School District	9	1	6	44	60

Attachment: July RON Presentation Handout (2912 : July RON Presentation - Terrace Union School District)

Colton Joint Unified School District



Staff Recommendation

THE COMMISSION ADOPT A RESOLUTION OF NECESSITY BASED ON THE FOLLOWING FINDINGS:

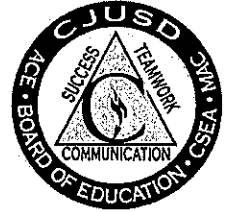
1. The public interest and necessity require the proposed project;
2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
3. The real property to be acquired is necessary for the project; and
4. The offer of just compensation has been made to the property owner.

Colton Joint Unified School District

Jerry Almendarez, Superintendent

Dr. Frank Miranda, Acting Assistant Superintendent, Business Services Division

Owen Chang, Director, Facilities, Planning & Construction



BOARD OF EDUCATION

Mrs. Patt Haro, *President*

Mr. Dan Flores, *Vice-President*

Mr. Randall Cenicerros, *Clerk*

Mr. Frank A. Ibarra

Mr. Pilar Tabera

Mr. Kent Taylor

Mrs. Joanne E. Thoring-Ojeda

June 2, 2016

VIA FACSIMILE AND HAND DELIVERY

Clerk of the Board

SAN BERNARDINO ASSOCIATED GOVERNMENTS

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Fax: (909) 885-4407

Re: Resolution of Necessity; Property Located at 12066 Vivienda Avenue, Grand Terrace, California

Dear Clerk of the Board:

Please accept this as notice that the Colton Joint Unified School District and/or its representative request to be heard at the hearing on July 6, 2016, concerning the proposed adoption of a resolution of necessity for acquisition of a portion of the District's property via eminent domain.

If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

COLTON JOINT UNIFIED SCHOOL DISTRICT

Owen Chang

Director of Facilities, Planning and Construction

Attachment: Notice to Speak at the July 6 2016 Board Meeting (2912 : July RON Presentation - Terrace Union School District)

Minute Action

AGENDA ITEM: 36

Date: July 6, 2016

Subject:

Construction Contract for the I-215 Iowa/La Cadena Traffic Signal Project

Recommendation:

That the Board acting as the San Bernardino County Transportation Commission:

A. Award Construction Contract No. 16-1001427 based on the competitive low bid process for the I-215 Iowa/La Cadena Traffic Signals Project to VT Electric, Inc. in an amount of \$358,242.00.

B. Approve Allowances/Contingency for the construction phase of the I-215 Iowa/La Cadena Traffic Signals Project totaling \$52,924.

Background:

This agenda item provides for award of a new contract based on the competitive low bid process. In June 2015, the Board approved Cooperative Agreement No. 15-1001311 with Caltrans to receive a contribution of \$281,000 towards the design and construction of signal improvements at the I-215 Iowa Avenue/La Cadena Drive Interchange in order to signalize two existing stop sign controlled intersections; the Iowa Avenue and La Cadena Drive intersection, and the southbound I-215 off ramp and Iowa Avenue intersection. These two intersections were modified as part of the I-215 HOV Bi-County Project. The project would improve traffic operations and enhance safety at the interchange. The project will be funded with Caltrans' contribution of State Highway Operation and Protection Program (SHOPP) funds under Cooperative Agreement No. 15-1001311 and Measure I Valley Freeway Funds.

In February 2016, the Board acting as the San Bernardino County Transportation Commission, approved the project plans, specifications and estimate package for the I-215 Iowa/La Cadena Traffic Signals Project. The Invitation for Bids (IFB) was advertised on April 12, 2016, through the authority delegated by the Board to the SANBAG Executive Director under SANBAG Contracting and Procurement Policy 11000 for construction contracts estimated less than \$1 million.

The solicitation was conducted in accordance with current SANBAG policies and procedures for construction projects. On Wednesday, April 27, 2016, a pre-bid conference was held with one prime contractor in attendance. Due to the apparent lack of registered plan holders, Addendum No. 1 was issued on May 9, 2016, extending the bid due date for approximately two weeks to May 26, 2016. On May 26, 2016, two bids were received with the high bid at \$397,028 by Elecnor Belco and the low bid of \$358,242 by VT Electric, Inc. A listing of bid day results is provided in Exhibit A.

Entity: CTC

Board of Directors Agenda Item

July 6, 2016

Page 2

For Contract No. 16-1001427, a supplemental and contingency amount of \$42,824, consisting of supplemental item budget of \$7,000 and 10% contingency of \$35,824 in addition to an agency furnished materials allowance of \$10,100 is recommended by Staff (See Exhibit B).

At the time Cooperative Agreement No. 15-1001311 was brought to the Board, the total estimated cost of the improvements based on a preliminary design concept was \$573,440 including both capital and support costs. The current total project cost is \$673,513, a difference of \$100,073 over the estimate provided to the Board in June 2015. The increase is due to the low bid being \$75,138 higher than the engineer's estimate and the higher cost of Construction Management services that will be performed by existing on-call services. Based on correspondence with Caltrans Encroachment Permits department, SANBAG's Construction Management staff will be required to perform source inspection and laboratory testing for various items including Light Emitting Diode (LED) luminaires and traffic poles to be installed in the State's Right of Way. Traditionally, source inspection work is not required for encroachment permit projects such as this project. The Construction Management costs have been reviewed and negotiated by SANBAG Staff. A summary of the total project cost is provided in the table below.

Item	Cost
Design and Environmental	\$82,228
Construction Management	\$180,119
Construction Contract	\$358,242
Contingencies/ Allowance	\$52,924
TOTAL	\$673,513

Staff requests that the Board allow Staff to proceed with the project at a total estimated cost of \$673,513. With the SHOPP funds contribution from Caltrans of \$281,000, SANBAG's revised share would be \$392,513 which would be funded by Measure I Valley Freeway funds.

Recommendation A: All bids were reviewed by staff for discrepancies and compliance with the IFB requirements. VT Electric's bid was found to be the lowest responsive and responsible bid and was found to be compliant with all IFB requirements. Therefore, staff is recommending that the Board of Directors award contract 16-1001427 for the I-215 Iowa/La Cadena Traffic Signals Project to VT Electric in the not-to-exceed amount of \$358,242.

Recommendation B: Staff is also recommending approval of Allowances and Contingency totaling a not-to-exceed amount of \$52,924 for the I-215 Iowa/La Cadena Traffic Signals Project, consisting of supplemental items and contingency of Contract No. 16-1001427 for \$42,824 and Agency Furnished Materials at \$10,100 as shown in Exhibit B.

Financial Impact:

This item is consistent with the 2016/2017 Fiscal Year Budget.

Reviewed By:

At the February 2016, Board meeting, approval was given to take award of Contract No. 16-1001427 directly to the Board without prior Policy Committee review.

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SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the contract.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001427 Amendment No.: 0 Vendor No.: 03226
 Vendor/Customer Name: VT Electric, Inc. Sole Source? Yes No
 Description: I-215 Iowa/La Cadena Traffic Signal Project
 Start Date: 7/6/2016 Expiration Date: 7/5/2019 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: 15-1001311

Dollar Amount			
Original Contract	\$ 358,242.00	Original Contingency	\$ 42,824.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 358,242.00	TOTAL CONTINGENCY VALUE	\$ 42,824.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 401,066.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve 16-1001427 for \$358,242.00 and allowance/cont for \$52,924.00

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: 5% Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Tim Kirkley Note: Allowance of \$10,100 is not associated with this contract

Attachment: CSS 16-10011427 [Revision 1] (2555 : I-215 Iowa/La Cadena Traffic Signal Project)

Exhibit A

#	Bidder	Final Bid Amount
1	VT Electric	\$ 358,242.00
2	Elecnor Belco	\$ 397,028.00

Attachment: Exhibit A (2555 : I-215 Iowa/La Cadena Traffic Signal Project)

Exhibit B

Item	Item Description	Amount
SUPPLEMENTAL WORK ITEMS		
1	ELECTRICAL SERVICE CONNECTION	\$ 7,000.00
2	SUBTOTAL (1)	\$ 7,000.00
AGENCY FURNISHED MATERIALS		
3	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	\$ 8,500.00
4	BATTERY BACKUP SYSTEM	\$ 1,600.00
5	SUBTOTAL (2)	\$ 10,100.00
CONTINGENCY		
6	CONTINGENCIES (10% of Construction Contract)	\$ 35,824.00
7	SUBTOTAL (3)	\$ 35,824.00
TOTAL ALLOWANCES AND CONTINGENCY		\$ 42,824.00
SUMMARY		
8	CONSTRUCTION CONTRACT 16-10011427	\$ 358,242.00
9	SUPPLEMENTAL WORK ITEMS	\$ 7,000.00
10	AGENCY FURNISHED MATERIALS	\$ 10,100.00
11	CONTINGENCY (10%)	\$ 35,824.00
TOTAL		\$ 411,166.00

Attachment: Exhibit B (2555 : I-215 Iowla/La Cadena Traffic Signal Project)

Minute Action

AGENDA ITEM: 37

Date: July 6, 2016

Subject:

Project Expenditure Authority Increase for BNSF Railway Company Costs for the Laurel Street Grade Separation Project

Recommendation:

That the Board acting in its capacity as the San Bernardino County Transportation Commission:

Increase the expenditure authority for Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company (BNSF) in the amount of \$825,000 to pay for current estimated costs of railroad related work on the Laurel Street Grade Separation Project for a new total contract amount of \$17,620,884.00.

Background:

On May 1, 2013, the Board approved Construction and Maintenance Agreement No. C13016, a three party agreement between SANBAG, the City of Colton, and the BNSF Railway Company (BNSF) for \$16,795,884. The agreement has both a receivable and payable component where BNSF agrees to pay SANBAG 10% of total project costs estimated at \$6,000,377. SANBAG agrees to pay BNSF for right of way, actual costs of their railroad work, flagging and inspection during construction of the project, estimated at \$11,040,280 and a lump sum amount of \$5,013,000 to mitigate railroad operational impacts during construction. This estimated amount for railroad work includes three temporary tracks (shoofly) and the temporary relocation of a truss signal bridge spanning six railroad tracks. Other railroad related work included temporary relocation of signal controller housings and associated conduits and monitoring and flagging for construction activities on this very busy railroad corridor.

Construction of the Laurel Street Grade Separation Project began in October 2013. The grade separation is substantially complete and was open to traffic on June 21, 2016. Remaining work for BNSF includes track work to restore the railroad corridor to its pre-project conditions and final signal work. While staff was aware that the railroad work was likely to exceed the estimated amount and had requested BNSF to provide an updated cost to complete numerous times, the updated estimate was not received until June 16, 2016. The new estimate is \$750,000 above the estimated cost included in the Construction and Maintenance Agreement. This 6.8% cost increase is largely attributed to the actual cost of the signal, track and shoofly work.

Staff is bringing this item to Board without being considered by Metro Valley Study Session (MVSS) since the monthly railroad expenditure exceeds the remaining balance; the agreement allows BNSF to receive interest on payments not received within 30 days of invoice date; and the delay in receiving the estimate from BNSF.

Entity: CTC

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Staff is recommending that the contract authority of Construction and Maintenance Agreement C13016 be increased by \$750,000 plus a 10% contingency for a total increase of \$825,000. With the approval of this item, the total project cost would still remain under the programmed amount of approximately \$60 million and within the limits of all funding agreements.

Financial Impact:

This item is consistent with the 2016/2017 Fiscal Year Budget.

Reviewed By:

This item has not had prior review by any policy committee or technical advisory committee. SANBAG General Counsel and Procurement Manager have reviewed this item.

Responsible Staff:

Garry Cohoe, Director of Project Delivery

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 1000837-C13016 Amendment No.: 1 Vendor No.: 00542/00285
 Vendor/Customer Name: BNSF Railway Company/ City of Colton Sole Source? Yes No
 Description: Construction and Maintenance Agreement for the Laurel Street Grade Separation
 Start Date: 5/1/2013 Expiration Date: 12/30/2016 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: C12053

Dollar Amount (Payable Portion of Agreement)			
Original Contract	\$ 16,795,884.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ 16,795,884.00	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ 825,000.00	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 17,620,884.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 17,620,884.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Increase contract authority in the amount of \$750k and cont of \$75k

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: _____ % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Project Manager: Jagdish Patel

Attachment: Contract Summary Sheet (2968 : Laurel Street Grade Separation Project BNSF Railway)

Minute Action

AGENDA ITEM: 38

Date: July 6, 2016

Subject:

Legal Advisor Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects

Recommendation:

That the Board, acting in its capacity as the San Bernardino County Transportation Commission:

- A. Approve award of Contract No. 16-1001447 with Nossaman, LLP for Legal Advisor Services for I-10 Contract 1 in an amount not to exceed \$4,175,000.
- B. Approve a contingency amount for Contract No. 16-1001447 of \$417,500 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background:

This is a new contract.

The I-10 Corridor Project is studying a single-lane High Occupancy Vehicle (HOV) Alternative and dual-lane Express Lanes Alternative while the I-15 Corridor Project is studying a dual-lane Express Lanes Alternative to address the growing traffic demand along these two corridors. Should Express Lanes be selected as the Preferred Alternative for the I-10 and I-15 Corridor Projects, there are a number of project development tasks needed to advance the projects through the project development phase to the start of construction. These tasks include financial, legal and project management services.

During the July 2015, Board meeting, the Board approved the procurement of Investment Grade Traffic and Revenue services and Financial Advisor services, and both of these contracts are now underway in support of the Corridor Projects. Legal Advisor services will also be required to support and advance the projects through the procurement process, and to support the projects during construction.

The Legal Advisor will provide legal assistance in guiding these projects to successful award and implementation of design-build (DB) contracts under two-step “Best Value” procurements for construction of the Corridor Projects, and of a DB contract for the Tolling System. The Legal Advisor would also provide legal advice and review pertaining to the many agreements required to implement the projects, including agreements with Caltrans, California Highway Patrol (CHP) and other agencies. The Legal Advisor services would not include right of way or project financing issues which will be provided by right of way legal counsel and bond counsel.

Recommendation A: During the February 2016 meeting, the SANBAG Board authorized the release of a Request for Proposals (RFP) for Legal Advisor Services for the I-10 and I-15 Corridor Projects. RFP 16-1001447 was released on February 3, 2016, and posted on SANBAG’s website. The RFP was downloaded by approximately twelve (12) firms registered on Planet Bids. The solicitation was issued in accordance with current SANBAG policies and procedures for procurement of professional services. Addendum No. 1 was issued on

Entity: CTC

February 18, 2016, which included federal forms for firms to submit with their proposal; and revised the contract template to include federal provisions.

Three (3) proposals were received by the date and time specified in the RFP. Two (2) additional proposals were received after the date and time specified in the RFP; those two (2) proposals were returned to the firms unopened since they were not received prior to the proposal submission deadline. A responsiveness review was conducted by the Procurement Analyst and found the three (3) proposals submitted prior to the proposal submission deadline to be responsive. The following is a summary of the events that transpired in the evaluation and selection process.

The proposals were disseminated to all evaluation committee members. A copy of the Score Sheets and the Declaration of Impartiality and Confidentiality form were also distributed to the committee members. The Evaluation Committee was comprised of four (4) SANBAG staff. Evaluators concluded their individual review of the proposals and convened to review, discuss and score the proposals. The Evaluation Committee members met on March 16, 2016, and discussed each proposal according to the evaluation criteria, including the proposals' strengths and weaknesses. At the completion of discussions the committee members individually scored the proposals based on evaluation set criteria.

The firms were ranked in order of technical merit, and a short-list was developed. Of the three firms submitting proposals, the following two firms were short-listed and invited to interview (in alphabetical order): Best Best & Krieger, LLP (BB&K) and Nossaman, LLP. Minor variances in the criteria scores were noted and discussed. Full detail of the scores is included in the Contract Audit File.

Interviews were conducted with the short-listed firms. Interviews were 50 minutes in length; which consisted of a 15 minute 'opening statement' by the firms, followed by 30 minutes of questions and answers, and 5 minutes of 'closing statements' by the firms. At the completion of the interviews, the Evaluation Committee separately scored the interviews.

The highest ranked firm, Nossaman, LLP, was selected due to their:

- Experience with design-build procurements that includes projects throughout the country;
- Extensive knowledge and experience with managed lanes throughout the State of California;
- Understanding of the core issues involved with managed lanes projects;
- Work approach to resolve key issues throughout each phase of the project.

As a result of the scoring, the evaluation committee recommends that the contract to perform the scope of work as outlined in the RFP 16-1001447 be awarded to Nossaman, LLP. The firm ranked first in overall score, and clearly demonstrated a thorough understanding of the scope of work. Evaluation forms and reference checks are located in the Contract Audit File.

Staff has worked with Nossaman, LLP in finalizing a scope of services and negotiating a cost proposal appropriate to the defined scope. An independent cost estimate was prepared to aid in this process. The Scope of Work is included with this agenda item.

The Legal Advisor will develop procurement documents, and provide legal advice for the procurement process and supporting agreements for the DB Highway Improvements contract for I-10 Contract 1 (Los Angeles County Line to I-15). At approximately the same time, the Legal Advisor will also develop documents and provide legal advice for the procurement of the Toll System for I-10 Contract 1, which would include installation of the tolling system and operation

of the tolling system for the initial three to five years. The Tolling System procurement may also contain options to include I-10 Contract 2 and I-15 Project 1 in order to maintain consistency between Express Lanes projects. The Legal Advisor's fee for these two major procurements is included in this contract, the timing of which is summarized as follows:

- I-10 Contract 1: Civil Highway Improvements (2nd Half 2016-2017)
- I-10 Contract 1: Tolling System Installation and Operation (2nd Half 2016-2017)

The Legal Advisor contract would also include options for the Legal Advisor to provide similar services for I-10 Contract 2 (I-15 to Ford Street) and I-15 Project 1 (State Route 60 to State Route 210), which would follow the completion of I-10 Contract 1 procurements and agreements. The approximate timing of these two Contract options is summarized as follows:

- I-10 Contract 2: Civil Highway Improvements (2018-2019)
- I-15 Project 1: Civil Highway Improvements (2018-2019)

The fee for these two Contract options is not included in the subject recommendation, given the variability in the procurement process and the future timing of this work. This fee cannot be fully confirmed at this time since a number of assumptions and other variables are anticipated to change over the next four years. Therefore, staff recommends developing a final scope and fee when these unknown conditions and project variables are understood more fully.

The proposed cost for I-10 Contract 1 is a not-to-exceed amount of \$4,175,000, and the duration of the contract will run through December 31, 2024.

Recommendation B: Due to the length of the contract and the nature of procurement process to be performed, there may be additional items that come up during the course of contract performance which are not currently defined, or require a higher level of effort. For these reasons, it is recommended to provide a contingency amount of \$417,500 and authorize the Executive Director, or his designee to release contingency as required for the project.

Financial Impact:

This item is consistent with the adopted SANBAG Fiscal Year 2016/2017 budget under Task Number 0823. The funding source is Measure I Valley Freeway Funds.

Reviewed By:

This item was reviewed and recommended for approval (12-7-0; Opposed: Yates, Tahan, McNaboe, Rutherford, Hagman, Gonzales, and Rigsby) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and a draft of the contract.

Responsible Staff:

John Meier, Project Manager

Approved
 Board of Directors
 Date: July 6, 2016

Witnessed By:

Contract Summary Sheet

General Contract Information

Contract No: 16-1001447 Amendment No.: - Vendor No.: 01519
 Vendor/Customer Name: Nossaman, LLP Sole Source? Yes No
 Description: Legal Advisor Services for the I-10 and I-15 Corridor Projects
 Start Date: 7/6/2016 Expiration Date: 12/31/2024 Revised Expiration Date: _____
 Has Contract Term Been Amended? No Yes - Please Explain _____
 List Any Related Contracts Nos.: _____

Dollar Amount			
Original Contract	\$ 4,175,000.00	Original Contingency	\$ 417,500.00
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 4,175,000.00	TOTAL CONTINGENCY VALUE	\$ 417,500.00
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 4,592,500.00

Contract Authorization

Executive Director Date: _____
 Executive Director Action: _____
 Board of Directors Date: 7/6/2016
 Board of Directors Action: Approve Contract 16-1001447

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Type: Capital PAA Other
 Retention: % Maximum Retention: \$ _____
 Services: Construction Intrgrnt/MOU/COOP A & E Services Other Professional Services
 Disadvantaged Business Enterprise (DBE) Goal n/a

Contract Management: Receivable

E-76 and/or CTC Date _____ (Attach Copy) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes

Additional Information

Contract Manager: Eileen Teichert
 Project Manager: John Meier

Attachment: CSS-C16-1001447 (2910 : Legal Advisor Services for the I-10 and I-15 Corridor Projects)

EXHIBIT A - SCOPE OF SERVICES

General Description of Projects and Services

The I-10 and I-15 corridors represent critical routes for commuter, recreational and goods movement traffic across the greater Los Angeles region, and are two of the most heavily utilized corridors within San Bernardino County. Both of these corridors experience regular congestion along certain segments, and this congestion is expected to worsen as San Bernardino County continues to grow. The San Bernardino County Transportation Commission (SBCTC) is studying a single-lane High Occupancy Vehicle (HOV) Alternative and a dual-lane Express Lanes Alternative for the I-10 Corridor Project, and is studying a dual-lane Express Lanes Alternative for the I-15 Corridor Project, to address the growing traffic demand along these two corridors.

The provision of legal services described in this Scope of Services is contingent upon Caltrans' selection of the Express Lanes Alternative as the Preferred Alternative during the environmental review process. The Legal Advisor selected for the I-10 and I-15 Corridor Projects, referred to herein as ATTORNEY, will assist in guiding these projects to successful award and implementation of design-build (D/B) contracts under two-step "Best Value" procurements for construction of the Corridor Projects listed below, and of one to three toll services contracts for Toll Facilities Systems Integration and Operation (Toll Facilities Systems) for the I-10 Corridor Project. It is possible that only one toll service contract will be procured and such contract may have an option for I-10 Corridor Project Contract 2 and the I-15 Corridor Project. In addition, ATTORNEY will provide appropriate legal services as it pertains to cooperative agreements with various governmental entities and jurisdictions that are necessary for the implementation of the Corridor Projects.

Under California Streets and Highways Code Section 149.11 (AB 914-2014) SBCTC has authority to build and operate express lanes on the I-10 and I-15 Corridors. SBCTC's authority to use the design-build method of procurement to design and construct the Corridor Projects is pursuant to Chapter 6.5 of the Public Contract Code (AB 401-2013).

The ATTORNEY services required under this Scope of Services are not currently anticipated to include environmental, right of way or project financing (bonds, TIFIA loans, short-term notes, etc.) legal services.

Projects Descriptions

I-10 Corridor Project

It is currently anticipated that the I-10 Corridor Project will be delivered in two contracts through two separate contract packages and procurements, known as I-10 Contract One (Los Angeles County Line to I-15) and I-10 Contract Two (I-15 to Ford Street). It is currently anticipated that a total of three separate contracts would be awarded for the I-10 Corridor Project--two D/B contracts for the highway improvements and one toll services contract for the Tolling Facilities System. It is possible that different packaging of the I-10 Corridor Project may occur which would modify the above.

Major anticipated project milestones for the I-10 Corridor Project Contract 1 are currently as follows:

- Submit Transportation Infrastructure Finance and Innovation Act (TIFIA) Letter of Interest – (Mar 2016)
- Circulate Draft Environmental Document (Contracts 1 and 2) (April 2016)
- Caltrans' Designation of Preferred Alternative (Contracts 1 and 2) (June 2016)
- Release of RFP to select Project/Construction Manager (July 2016)
- TIFIA Creditworthiness Review – (2nd Quarter 2016)
- Begin Design-Build (D/B) procurement – RFQ Release (Nov 2016)
- Release D/B Draft RFP – (1st Quarter 2017)
- Caltrans Environmental Approval of Project (Contracts 1 and 2) (2nd Quarter 2017)
- Release D/B Final RFP – (3rd Quarter 2017)
- SBCTC Awards D/B Contract (1st Quarter 2018)
- Financial Close – (1st Quarter 2018)
- Construction -- (2019 to 2022)

Major anticipated project milestones for the I-10 Corridor Project Contract 2 are currently as follows:

- Circulate Draft Environmental Document (Contracts 1 and 2)(April 2016)
- Caltrans Environmental Approval of Project (Contracts 1 and 2) (2nd Quarter 2017)
- Submit Transportation Infrastructure Finance and Innovation Act (TIFIA) Letter of Interest – (2018)
- Release of RFP to select Construction Manager (2018)
- Begin Design-Build (D/B) procurement – RFQ Release (2018)
- Release D/B Draft RFP (2019)
- SBCTC Awards D/B Contract – (2020)
- Financial Close – (2020)
- Construction -- (2021 to 2024)

I-15 Corridor Project

The I-15 Corridor Project is considering the implementation of two Express Lanes in each direction from State Route 60 to US-395. The first contract of the I-15 Corridor Project, from State Route 60 (SR-60) to State Route 210 (SR-210), known as I-15 Project One, initiated Project Approval/Environmental Document (PA/ED) in October 2014. Environmental and engineering analysis of the I-15 corridor from SR-210 to US-395 is not anticipated to start for several years, and therefore legal services for that segment of the I-15 Corridor are outside the scope of this Contract. Major anticipated project milestones for I-15 Project One (SR-60 to SR-210) are currently as follows:

- Circulate Draft Environmental Document (1st Quarter 2017)
- Caltrans Designation of Preferred Alternative (2nd Quarter 2017)
- Environmental Approval (4th Quarter 2017)
- Submit Transportation Infrastructure Finance and Innovation Act (TIFIA) Letter of Interest – (2018)
- Release of RFP to select Construction Manager (2018)
- Begin Design-Build (D/B) procurement – RFQ Release (2018)
- Release D/B Draft RFP (2019)
- SBCTC Awards D/B Contract – (2020)
- Financial Close – (2020)
- Construction -- (2021 to 2024)

Scope of Services

1.0 General Scope of Services

ATTORNEY will undertake the following activities with respect to the Corridor Projects.

- 1.1. Research, review ensure compliance with the existing laws, policies, procedures, standards, and requirements of SBCTC, CALTRANS, and local and regulatory agencies that are applicable to and govern the procurement, design, and construction of the Projects.
- 1.2. Provide advice on necessary legislation, if any, to authorize the Projects and allow SBCTC to utilize and optimize its desired delivery and procurement methods including providing input, if necessary, on legislative strategy.

2.0 D/B and Toll Services Procurements and Contracts

The following applies to each of the separate procurements and D/B contracts for civil construction of I-10 Corridor Project Contract 1, I-10 Corridor Project Contract 2 and I-15 Corridor Project 1, and to the procurement and toll services contract for the Toll Systems Facilities Integrator and Operator.

For the D/B contracts and design and civil construction of the Projects, ATTORNEY will provide legal advice on project activities relating to the accomplishment of each project's design-build milestones from the D/B procurement and contract award, to the commencement, duration and close-out of construction.

For the Toll Systems Facilities Integrator and Operator contract, ATTORNEY will provide legal advice from drafting and review of the procurement documents through to award and implementation of the toll services contract with the Toll Systems Facilities Integrator and Operator.

- 2.1 RFQ, Contract and ITP Development – ATTORNEY shall assist with the development of the procurement and contractual documents for review and approval by SBCTC. ATTORNEY will coordinate with the Program Manager on such documents and shall review and comment on the technical provisions (TPs) prepared by the technical advisor. ATTORNEY shall draft and review these document to ensure compliance with all policies and procedures and legal requirements applicable to SBCTC. ATTORNEY shall provide support to the contract development as-needed and shall assist in the development of the contract documents and subsequent advice and counsel. Typical level of efforts may include: attendance at Risk Analysis, Legal and Financial Workshops; advisory role on state and federal requirements; develop Request for Qualifications (RFQ), develop main contract documents; develop Instructions to Proposers (ITP) and review and comment on TPs and support for a variety of topics, including Clarifications and Addenda. Following the I-10 Corridor Project Contract 1, SBCTC and ATTORNEY shall reassess whether ATTORNEY shall continue as the primary drafter of the RFQ and ITP documents for I-10 Corridor Project Contract 2.
- 2.2 Insurance Requirements – ATTORNEY, through its subconsultant, shall assist the Program Manager in providing an assessment of each Project scope, criteria, and risks necessary to develop a comparative analysis regarding the options for providing Project insurance, whether a standard practice program, OCIP, CCIP or other available and innovative marketable options. Assist in providing review, analysis and recommendations regarding the insurance statements and proposals submitted by D/B teams as part and in support of the procurement process.
- 2.3 Risk Assessment – Assist with the implementation of a risk assessment and determining the likelihood and impacts of the various risks on the procurement and contract process.
- 2.4 Procurement Process Development – The ATTORNEY shall assist in structuring the procurement process to maximize the benefits that the D/B and toll services industries and D/B and toll services teams bring to each Project while still meeting the requirements. This shall incorporate a process that is well defined, transparent, and that allows for confidential free-flow of ideas. The procurement process shall incorporate an optional Request for Letters of Interest (RFLOI) (which is not anticipated for the I-10 Corridor Project Contract 1), a RFQ , industry review including a Draft Request for Proposal (DRFP), and a Final Request for Proposal (FRFP).
- 2.4.1 Request for Qualifications (RFQ)
- a) The ATTORNEY shall review any RFLOI prepared by others for advertisement by SBCTC. The RFLOI will provide general information about each Project and invite interested teams to be placed on a contact list for the Project.
 - b) Prior to the release of a RFQ, ATTORNEY will assist in the identification and development of appropriate contractual requirements through discussions with the Program Manager and SBCTC.

- c) ATTORNEY shall also participate in an evaluation workshop to develop criteria that will be used to develop evaluation criteria to assist in shortlisting potential proposers' Statements of Qualifications (SOQs). Evaluation criteria could include experience, qualifications, personnel, and financial capacities.
- d) ATTORNEY shall assist in the coordination with SBCTC, and its stakeholders, to help develop a transparent process to evaluate SOQs. ATTORNEY shall assist in developing an RFQ Evaluation Manual and help facilitate an evaluation training session with mandatory attendance for all evaluators to review the final evaluation process and to understand the importance of confidentiality. Confirmation that the RFQ, shortlisting and evaluation documents and processes meet applicable laws will be provided by the ATTORNEY.

2.4.2 Industry Review Process – ATTORNEY shall assist in the development of the Draft Request for Proposal (DRFP) documents, including draft contract and ITP. Key aspects as a part of the industry review process shall include:

- a) Issuing DRFP – After publishing a DRFP to the shortlisted teams, which shall include a draft ITP, draft contract and draft TPs, facilitate feedback from the various shortlisted proposer teams on the terms, conditions, and technical requirements. This feedback from the industry shall provide valuable information that can be used to optimize the risk profile for the Project, clarify any unclear requirements, and improve the clarity of proposals to maximize the benefit to the project.
- b) One-on-One Meetings – Assist SBCTC with facilitating and participating in one-on-one meeting with shortlisted teams. It is contemplated that each procurement shall have one industry review one-on-one meeting with each shortlisted team. If there are four shortlisted teams, that would mean four one-on-one meetings per procurement.
- c) Internal Q&A - The D/B teams shall have the opportunity to submit questions, comments and requests for clarification. ATTORNEY shall assist in the development of internal responses and action items on the basis of such inputs from the proposer teams.
- d) Finalization Process – ATTORNEY shall assist in the finalization of the RFP documents based on input received during industry review and shall assist SBCTC in coordinating any approvals and authorizations for issuance required from Caltrans and FHWA.

2.4.3 Final Request for Proposals (FRFP) – ATTORNEY shall assist in developing the FRFP documents including the Instructions to Proposers (ITP), the Contract and the Technical Provisions (TP).

- a) Instructions to Proposers (ITP) – The ITP shall provide the road map for the proposal process to shortlisted proposer teams. It includes the rules of the process, proposal submittal requirements, and evaluation criteria. A well-structured proposal process shall bring to the project significant advantages and attract suitable shortlisted proposer teams. The following shall be included in the procurement process to maximize these benefits:
- 1) Proposal Criteria Workshop – to establish an outline of the proposal submittal requirements, evaluation criteria, relative weighting of evaluation criteria, and legal pass/fail requirements;
 - 2) Alternative Technical Concepts (ATC) – this component shall allow the D/B teams to propose equal or better solutions to those required under the D/B FRFP and will maximize the opportunity for innovation and their means and methods. It is anticipated that the ATC process will apply to the D/B procurements, but not the toll services procurements; and
 - 3) Legal requirements and legal pass/fail submittal requirements of the ITP will be provided. Confirmation that the ITP meets applicable laws will be provided by the ATTORNEY.
- b) Contract - ATTORNEY shall be the primary drafter of the D/B contract and the toll services contract, with technical input supplied by SBCTC and the technical advisor. In follow-up sessions to the initial risk management exercise, ATTORNEY shall provide support to identify ways to mitigate risk in the Contract and shall provide input to allocate any remaining risks to the party best able to handle each element of risk. ATTORNEY will provide input into the content and support coordination of the contents of the Contract with the other elements of the RFP.
- c) Technical Provisions – The technical advisor will be the primary drafter of the TPs. The TPs are made up of sections divided into administrative, design, and construction requirements of the RFP. This document establishes the scope of work, technical requirements, and interpretation of standards that the design-builder shall follow to successfully deliver each Project. ATTORNEY will review and comment on the TPs and work with the technical advisor on TP and contract integration.
- d) Supporting Documents – The technical advisor will have primary responsibility for supporting documents. The standards for design and construction that SBCTC, CALTRANS and others have provided will be assembled and indexed. The technical Task Forces will review industry standards, CALTRANS standards, SBCTC standards, and other related agency standards to confirm their applicability to each Project. During this

review, the Task Forces will determine if any modifications are necessary to apply each standard to D/B and toll services delivery. ATTORNEY will provide advice as needed regarding supporting documents.

- e) Reference Materials - The technical advisor will have primary responsibility for reference materials. The available data and information that SBCTC, CALTRANS and others have provided as relevant to the Project shall be compiled and organized so that it is made available to the shortlisted proposer teams in preparing their proposals and delivering the Project. This information will be presented in the Reference Materials portion of the RFP. ATTORNEY will provide advice as needed regarding reference materials.

2.4.4 Client and Agency Reviews - As part of the overall procurement process, the ATTORNEY shall meet, as needed, with the Program Manager, SBCTC, CALTRANS and/or FHWA and other relevant agencies and establish a formal review process for all procurement documents including ATCs, Clarifications and Addenda. As part of this formal review process, a secure and confidential site shall be developed by the technical advisor and utilized to effectively help in communicating with prospective reviewers throughout the procurement process.

2.4.5 One-on-One Meetings for each shortlisted proposer team – to provide their comments and input and ATC ideas, as applicable, in a confidential environment. It is anticipated that, for the D/B procurements, there will be 3 one on one meetings per shortlisted proposer team following issuance of the FRFP, two related to the documents and one related to ATCs. For the toll services procurements, it is anticipated that there will be one (1) one-on-one meeting per shortlisted proposer team following issuance of the FRFP.

2.4.6 ATCs, Addenda and Clarifications - ATTORNEY shall support, as necessary, the Program Manager to manage the ATC process (for the D/B procurements), Addenda and Clarification components of the procurement process, including the following:

- a) Provide support as required during the confidential one-on-one meetings, including preparing agendas and minutes. Two (2) ATC Meetings following issuance of the FRFP (one for concept ATCs and one for ATCs) are anticipated for four (4) anticipated D/B shortlisted proposer teams, for a total of eight (8) meetings;
- b) Review ATC response letters, including any conditional approval letters; and
- c) Management of the responses to RFP questions, clarifications, and preparation of any required addenda. Content for responses to requests for clarification and production of the addenda material will be completed by

the entity that prepared the applicable portions of the original document
 Legal review and confirmation that such responses meet applicable laws
 will be provided by ATTORNEY.

2.4.7 Proposal Evaluation and Award – ATTORNEY shall assist in developing a transparent and defensible process to evaluate proposals. ATTORNEY will facilitate a training session with required attendance for all evaluators prior to beginning the evaluation of proposals where the evaluation process and confidentiality requirements shall be clearly communicated. A panel of evaluation process facilitators will oversee the actions of the evaluation team to assure that the process is followed and confidentiality is maintained. Confirmation that the RFP and evaluation processes meet applicable laws will be provided by ATTORNEY.

2.4.8 Negotiations. The ATTORNEY shall assist, as necessary, in the negotiation process, including conforming the D/B and toll services contracts to reflect any changes that arise in the negotiations process and final execution of the applicable contracts. Legal review and confirmation that such negotiations and changes in the D/B and toll services contracts meet applicable laws will be provided by the ATTORNEY.

3.0 Agreements

Prepare and/or assist in the preparation of other non-procurement agreements required for the Projects. The agreements will be with various public agencies such as CALTRANS, and governmental entities involved in the Projects.

4.0 Miscellaneous Information

- 4.1 Services listed above may be reduced or eliminated if an Express Lanes Alternative is not ultimately selected for one or more of the identified Projects, or if one or more of the project schedules are delayed beyond the duration of this CONTRACT.
- 4.2 ATTORNEY shall attend meetings and participate in conference calls, related to the Projects when requested.
- 4.3 Services to support SBCTC to provide monitoring of the CONTRACTOR's performance and compliance with D/B and toll services contract requirements during the contract administration/implementation period are included in the scope of this Contract.
- 4.4 ATTORNEY shall provide such other services or advice related to the Projects as requested by SBCTC.
- 4.5 Prior to commencing work on a new task within the scope of services, ATTORNEY shall first obtain the written consent of SANBAG General Counsel

Minute Action

AGENDA ITEM: 39

Date: July 6, 2016

Subject:

New Procurement for Interstate 10 Corridor Contract 1 Project Management and Construction Management Consultant Contract

Recommendation:

That the Board, acting as the San Bernardino County Transportation Authority:

Approve Release of Request for Proposals (RFP) No. 16-1001530 for the procurement of the Interstate 10 (I-10) Corridor Contract 1 Project Management Construction Management (PCM) Consultant.

Background:

The I-10 Corridor Project is currently in the environmental phase and is progressing toward approval with the Record of Decision (ROD) expected in summer 2017. As preliminary engineering work continues and the Draft Environmental Document public circulation period is closing, staff is now coordinating closely with Caltrans on the next step to deliver this project including procurement of a Project Management Construction Management (PCM) consultant team. This agenda item will serve to initiate this procurement by circulating the RFP in seeking a robust PCM consultant team to manage the delivery of the first phase of the I-10 Corridor, designated as I-10 Contract 1, which also includes the Monte Vista Interchange. The I-10 Contract 1 project, in alignment with the Locally Preferred Alternative selected by the Board in July 2014, is planned to implement ten miles of express lanes in each direction from the Los Angeles County line to the I-15 utilizing a design-build delivery. The PCM consultant will be responsible for leading the project management and construction management efforts for two separate contracts that include:

- I-10 Contract 1 Highway Civil Design and Construction (Design-Build) Contract, and
- Toll System Design, Installation, Integration and Operations Contract.

As described in the Scope of Work, the PCM will provide oversight, support and management for all related design and construction activities for both contracts, as well as being responsible for the right-of-way acquisitions and utilities. The PCM will also play a key role in performing the industry review and outreach to potential contractors as well as the development of the final technical provisions, RFP and related design-build contract documents. Note, the contract language allows for Termination for Convenience in the event the I-10 Contract 1 project does not proceed.

As required by State Assembly Bill No. 401, the State is required to perform specific duties related with Independent Quality Assurance (IQA) inspection and testing for any design-build project on the State Highway System, including the I-10 Contract 1. As a result, staff has been

Entity: CTA

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coordinating closely with Caltrans to better understand their anticipated roles and responsibilities in delivering the project. Staff has also been monitoring other similar projects currently progressing forward to gather advice and lessons learned from other design build projects. One of the primary lessons learned from other similar projects is that there can often be overlapping duties and responsibilities by the team in performing project IQA reviews, inspections, and related audits being performed by either the PCM or Caltrans staff that lead to confusion and inefficiencies. Additionally, there may also be project delays if reviews and audits are performed in sequence, not concurrently performed, by the PCM than the Caltrans staff for design and construction work.

Simultaneously, staff is discussing several similar projects with Caltrans, including the very successful Devore project recently completed, to develop a preliminary project team model, organizational structure, roles and responsibilities and issue resolution ladder to help achieve successful project delivery. Fortunately, staff has greatly benefited from working with some of the same Caltrans District and Headquarters team members that successfully led the Devore project in order to identify specific strategies that helped build a cohesive team and successfully completed the Devore design build project. Considering this, staff has developed preliminary guiding documents, in coordination with the PCM Scope of Work, aimed at two primary goals – (1) informing potential PCM consultants of the contract requirements, and (2) developing a preliminary, streamlined strategy to build one cohesive “I-10 Contract 1 Team” for successfully completing all related design, right of way and construction activities.

The Scope of Work is included with this item as Attachment A. The preliminary estimate cost range for this contract is approximately \$24 to \$27 Million. This excludes the Caltrans IQA efforts required per AB 401. Staff recommends approval to circulate RFP 16-1001530 for the procurement of a PCM consultant firm for I-10 Contract 1. The goal of this procurement is to lead to a new consultant contract resulting in delivery of the I-10 Contract 1.

Financial Impact:

This item is consistent with the 2016/2017 Fiscal Year Budget.

Reviewed By:

This item was reviewed and recommended for approval (13-7-0; Opposed: Yates, Tahan, McNaboe, Rutherford, Hagman, Gonzales, and Rigsby) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on June 9, 2016. SANBAG General Counsel and Procurement Manager have reviewed this item and the draft RFP.

Responsible Staff:

Chad Costello, Project Manager

Approved
Board of Directors
Date: July 6, 2016

Witnessed By:

Attachment A

SCOPE OF WORK (SOW) – I-10 Corridor Contract One

Project Management Construction Management Consultant (“PCM” or “Consultant”)

San Bernardino Associated Governments (SANBAG), in partnership with the Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), is seeking to procure a comprehensive PCM consultant team to assist with the implementation of San Bernardino County’s initial express lane project, the Interstate 10 (I-10) Corridor Contract One Express Lanes Project (Project). In general, the PCM’s role in completing this SOW for this initial project will require an inherent flexibility and cooperation that will best accommodate SANBAG, including Caltrans as a key advisor and approving agency, to successfully complete this Project as one collaborative team. The PCM management team will require unique capabilities to jointly work together with the Caltrans team, on behalf of SANBAG, to successfully manage the design, construction and implementation of the Project.

This SOW uses the terms Design Build (DB) and Toll System Provider (TSP) throughout to reflect these two primary contracts respectively (or refers to them collectively as the “Contractors”). The PCM scope of work (SOW) assumes that future work related to the planning, procurement, design, construction, installation, testing, operation, and maintenance of the Project is accomplished with two separate design-build contracts:

- Highway civil design and construction contract (DB), and
- Toll system design, installation, integration, operations and maintenance contract (TSP).

At this time, however, this assumption of two primary contracts is preliminary and used in this document simply as a matter of convenience and it is possible that some of these scope items could be combined in the future and there may be more or less than two primary contracts procured. Specific decisions as to how SANBAG will actually procure and deliver these future services have yet to be made. Included in this SOW are PCM services to analyze, recommend, and assist SANBAG in making these future decisions.

Due to schedule or funding constraints the selected Consultant will be required to initiate certain project services for later completion by the DB and/or TSP. Examples of these project services include preliminary design of some project elements, right-of-way (ROW) engineering, toll planning documents, toll operations requirements, etc. Alternatively, the selected Consultant may be required to initiate and complete other project services. Examples of these project services include the completion of the Project Management Plan (PMP), project-wide safety program, etc. Selected Consultant shall work with SANBAG to define the project services where such strategies are applicable and beneficial to the Project.

The Consultant shall assist SANBAG, in coordination with Caltrans, with the planning, procurement, design, construction, installation, testing, operation, maintenance, and

general oversight of the Project. The Consultant will provide SANBAG with the agreed upon staff, resources, and expertise to manage the Project. This PCM SOW was written with the intent to describe all planned PCM services to be provided by the Consultant. However, situations may arise where the Consultant will be required to provide additional services not specifically defined in this SOW. SANBAG is open to innovative ideas or methods of performing these additional services and will look for the PCM to provide key advice to meet these challenges. The Consultant will be required to provide assistance to SANBAG, in collaboration with Caltrans as a key team member, to provide these additional services and help assure the successful completion of the Project.

A. Project Management

Under SANBAG's direction, in coordination with Caltrans, provide overall management of Project activities and/or support for agency agreements, procurements and negotiations, contract awards and contract management, project controls, toll system planning and installation, right-of-way (ROW) engineering and acquisition, utility relocation, final design, construction, environmental permitting, safety, quality, public outreach, and other Project activities. These Project management responsibilities include overseeing the activities of the DB, TSP, environmental mitigation, and other contracts further defined in this SOW:

A.1 Project Management

Under SANBAG's direction,

- Represent SANBAG and be the contact for coordination and communication between SANBAG and the DB and TSP. Consultant will be the primary point of contact with SANBAG on all Project and contract-related matters;
- Plan and conduct meetings, cooperate and coordinate with stakeholder agencies including Caltrans, FHWA, regional agencies, and municipalities;
- Coordinate and oversee Project activities and deliverables performed by the DB, TSP, and other contractors associated with the Project;
- Cooperate and coordinate with other SANBAG consultants, financial advisors, legal advisors, and contractors to achieve completion of Project development activities; and
- Develop, monitor compliance, and maintain a commitment register and log based on the commitments and obligations with Federal, State, and Local agency requirements contained in the environmental document and all applicable agreements.

A.2 Project Administration

Under SANBAG's direction, provide administrative personnel and perform general office management and administration for the duration of the PCM contract term. Administrative responsibilities include:

- Schedule meetings; prepare meeting agendas, minutes, and action items; provide Project standards and templates for Project communications; institute specific Project initiatives;
- Provide document control services throughout the Project duration; and
- Provide general office support at a future co-located office for the PCM, SANBAG, Caltrans, FHWA, and others as necessary.

A.3 Project Information and Development of Plans

Consultant shall obtain and review relevant Project information and prepare various plans.

- **Project Information**
Obtain and review all available Project information including preliminary engineering, Project reports/briefs, presentations, plans, cost estimates, environmental documents, environmental technical studies, advance planning studies, cooperative agreements and other Project information provided by SANBAG, Caltrans, and others.
- **Major Project Deliverables and Reports**
In conjunction with SANBAG staff and its advisors, develop, submit, and obtain approval of the FHWA Major Project deliverables including the PMP, Financial Plan (FP) annual updates per FHWA, USDOT Transportation Infrastructure Finance Innovation Act (TIFIA) reports, or other status reports as required by SANBAG.
- **Project Close-Out Plan**
Identify the requirements to effectively close-out the DB and TSP contracts including submittals of all record drawings, progress required to obtain substantial and final completion, necessary documentation, applications, data, submittals, and completion of all reports.
- **Other Plans**
Prepare other plans identified elsewhere in this SOW. Identify and prepare other plans as necessary to comply with local, state, or federal requirements or as directed by SANBAG.

A.4 Project Safety

Under SANBAG's direction, Consultant shall provide a Safety Engineer/Manager who will be responsible for overseeing Project safety including ensuring Project team and contractor compliance with Project safety requirements relevant to future co-located Project and toll operations offices and construction sites. Safety activities include but are not limited to:

- Develop a Project-wide safety program. Provide and implement a Project oversight site safety plan and provide safety training for all owner oversight personnel on the Project. Provide Personal Protective Equipment (PPE), including hard hats and safety vests, for all owner oversight personnel who will be working on the Project site;
- Develop the safety requirements that will be included into the DB and TSP procurement documents including safety manual and training program requirements for all Project personnel, and administration of the DB's safety program by a designated safety officer;
- Provide input and analysis associated with the option for an Owner Controlled Insurance Program or Contractor Controlled Insurance Program;
- Ensure compliance of the safety program with all federal, state and local laws including those of Occupational Safety and Health Administration, Caltrans, SANBAG and local agencies and jurisdictions;
- Review various Project activities and work processes and perform periodic audits to assess general office safety and compliance with current best practices;
- Work with Caltrans to merge its budgeted safety responsibilities with SANBAG and Consultant, and build one effective safety oversight program for the Project. Establish roles and responsibilities, necessary oversight, and reporting requirements;
- Perform safety oversight of the DB and TSP:
 - Verify implementation of the safety training by the DB and TSP for all Project staff, and provide training to office staff as required;
 - Track DB and TSP's proper investigation and reporting of accidents;
 - Monitor the provision of proper safety PPE to all DB and TSP personnel, and other Project personnel as required; and
 - Regularly monitor and document or require documentation, from DB and TSP of safety meetings with set agendas as

conducted by DB and TSP to document safety understanding and compliance.

- Oversee the investigation of accidents, report to SANBAG and Caltrans, and recommend corrective actions to reduce risks and reoccurrence.

A.5 Independent Quality Assurance (IQA)

Under SANBAG's direction, in coordination with Caltrans IQA activities required by AB 401, Consultant shall be responsible for the administration, support and oversight of Project IQA quality work to ensure DB and TSP contract compliance. On behalf of SANBAG, Consultant shall collaborate closely with Caltrans to cooperatively merge and integrate its quality responsibilities as one "I-10 Team" to implement an efficient IQA program for the Project. Consultant shall support SANBAG and provide the appropriate administrative support, staff and reporting requirements with the aim of streamlining effective IQA procedures and avoiding duplicative efforts. Quality activities include but are not limited to:

- In coordination with SANBAG and Caltrans, the Consultant is anticipated to utilize the IQA Management Hub (QMOST/Delcan program and operation by SANBAG) to implement and support a comprehensive, Project-wide IQA program. The IQA Management Hub is a computerized database program to be utilized as the primary communication tool and IQA reporting database. This database is intended to manage all IQA activities related with the DB and TSP contracts as appropriate including relevant audits, reviews and assessor reports for the project. Upon mobilization, the Consultant shall coordinate with SANBAG and Caltrans to modify, customize and implement the database to provide the required checklists, inputs/outputs, reports, etc. to properly track all related IQA activities, findings, trends, non-compliance issues, and resolutions for the DB and TSP contracts;
- In coordination with SANBAG and Caltrans, the Consultant will prepare and maintain an IQA Plan for the DB and TSP contracts which shall include the clear delineation of roles and responsibilities between all identified parties related to all design, procurement, installation, and construction activities;
- Utilizing the draft technical provisions provided by SANBAG, the Consultant is to refine and complete the quality requirements and final technical provisions for the DB and TSP procurement documents;
- **DB Design IQA:** In coordination with SANBAG and Caltrans, the Consultant will be responsible to provide experienced design staff qualified to jointly perform Design IQA activities with the Caltrans reviewers as one cohesive "I-10 Team". Joint PCM/Caltrans Design Manager positions are strategically planned in order to

facilitate efficient Design IQA work flow, resolve any conflicting IQA review comments, and expedite design review and approval.

- **DB Construction IQA:** According to AB 401 requirements, Caltrans staff will perform all construction related assessments, material certification reviews (METS), and field/lab testing. Caltrans assessors will provide audit reports within the IQA Management Hub and report to the Caltrans Construction Managers. Upon review of the construction assessor reports, non-compliance findings, and other construction related issues the Caltrans Construction Managers will jointly collaborate with the PCM Construction Manager (Resident Engineer) and actively work to provide resolution and approval on behalf of SANBAG;

The Consultant is responsible for providing additional staffing, administrative and management support for DB construction IQA efforts as appropriate.

- **TSP Design and Construction IQA:** In coordination with SANBAG, the Consultant will be responsible to perform all related IQA activities related with the TSP contract including establishing, administrating and overseeing the entire IQA program. Perform IQA during final design, installation, and construction of TSP work including overseeing compliance with quality control (QC) and Quality Assurance (QA) requirements, over-the-shoulder reviews, audits of contractor's QC and QA activities, resolution of audit findings, coordinating with contractor's quality personnel, and providing periodic quality reporting as directed by SANBAG.

A.6 Public Outreach

Under SANBAG's direction, Consultant shall provide administrative support and assistance with the implementation of the ongoing public outreach and government relation effort for the Project. The support and assistance to implement the ongoing public outreach effort may require providing:

- Public information and response to public and media questions about the Project;
- Public information about tolled express lanes and toll facility operations;
- Ongoing communications with staff and boards of public agencies, project partners, and elected officials;
- Attendance at and participation in public meetings, hearings, industry presentations, and community group presentations, including the preparation of presentation materials;
- Prepare and distribute, as directed by SANBAG, Project brochures, fact sheets, branding items, messaging, and other necessary communication and collateral materials to support SANBAG's

communications obligation and requirements with the agencies and communities, provide updated Project information to websites, social media sites, or other online media sites as requested by SANBAG;

- Leading and/or participating in regularly scheduled DB and TSP meetings including certain technical work groups, preconstruction, and construction related meetings with SANBAG, Caltrans, DB, and TSP personnel. Prepare for meetings, as required, to properly organize or support each meeting event;
- Support to establish, operate, and maintain the Project Helpline until an appropriate handoff to the DB and/or TSP as directed by SANBAG;
- Support for operations and maintenance of the Project Helpline by the DB and/or TSP and ensure that responses and actions required of the Contractors are carried out per contract requirements. Continue to respond to agency-directed questions and issues received through the Project Helpline as needed;
- Support to monitor and cooperate in business support meetings by the DB and TSP, and organize and prepare for such meetings, as requested by SANBAG, to support the Project's efforts to mitigate issues and disruptions to local businesses due to construction activities;
- Support to SANBAG in preparing and organizing for media events and governmental relations activities, including news organizations and media and elected officials;
- Support to prepare and organize, as requested by SANBAG, special events such as "ground-breaking" and "ribbon cutting" ceremonies;
- Reports, meeting organization materials, tables, data, and other forms of communications to present or document activities on the public outreach efforts; and
- Support to maintain a database record of all public outreach contacts and responses.

A.7 Project Support and Other Services

- Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with Caltrans;
- Participate in the review of insurance claims involving incidents as they affects SANBAG and Caltrans and provide analyses, identify

means to mitigate or resolve, and make recommendations for action by SANBAG;

- Actively participate and support a partnering program for the Project that is anticipated to be established by the DB and/or TSP which will use an independent facilitator to structure and conduct the program. The intent of this program is to build working relationships among all Project participants and stakeholders, including SANBAG, Caltrans, Consultant, local jurisdictions, DB, TSP, and others to best facilitate the cooperation and relations between parties in meeting the Project objectives and successfully completing all Project work;
- Prior to the start of final design and construction, organize, schedule, and conduct a pre-design and construction conference that includes select agencies that will be participating in the Project, as well as the DB and TSP, to communicate the approach and plan to design and construct the Project;
- Identify, define, and implement key Project initiatives that will benefit SANBAG and the Project by improving work processes and reducing Project costs and resource requirements;
- Schedule, coordinate, and/or attend meetings, as required, and provide all necessary meeting materials (i.e., agendas, minutes, action items, reports and documents) necessary to support the Project management activities;
- In coordination with SANBAG, Caltrans and other project consultants, participate in internal meetings, prepare and provide information and project documents such as Project cost reports, Project financing updates, federal TIFIA loan reports, federal fund invoices, federal fund Authorization to Proceed (E-76) packages, and other project documents as needed. At this time, planned funding sources include SANBAG Measure I sales tax funds, federal CMAQ/STP funds, TIFIA loan proceeds, and toll revenue bond proceeds;
- Assist with preparation and review of annual updates of the following Project program capital cost and operating cost estimates to support SANBAG's annually updated financial model:
 - Toll customer account fee revenue estimate (based on assumed toll policies and business rules);
 - "Non-toll transaction" revenue estimate (based on assumed toll policies and business rules);
 - Major pavement rehabilitation estimate; and
 - Toll system replacement schedule cost estimates.

- Participate in planning meetings, provide information, prepare materials, and directly participate in formal presentations made to the bond rating agencies, TIFIA office, SANBAG Board, FHWA, Caltrans, lenders, and others directly related to project funding and financing as directed by SANBAG;
- Incorporate, review and/or monitor to completion various SANBAG commitments made in bond and loan documents into the procurement documents for the DB, TSP as required; and
- Prepare, review or assist in the preparation of various technical supporting documents or reports related to Project funding and financing, state tolling approvals, or federal tolling approvals that are required by the TIFIA office, FHWA, Caltrans, investors, and others.

A.8 Risk Management

- Under SANBAG's direction, in coordination with Caltrans, perform a Project risk assessment including conducting a risk management workshop with appropriate Project stakeholders to identify risks, probability and severity of risk occurrence, proposed mitigation strategies, responsible parties, and mitigation timing. Prepare a risk register to document, track, and manage Project risks;
- Perform ongoing Project risk identification and management activities by working with the various Project work groups, including the DB and TSP;
- Provide periodic updates of the risk register showing resolution and mitigation of defined Project risks, identification of new risks, and required mitigation measures; and
- Provide all necessary reports and actions requested by SANBAG to support requests of Caltrans, FHWA, lenders, or others in documenting adherence to all risk management requirements and practices.

A.9 Agency Agreements and Stakeholder Coordination

- Work with SANBAG and its legal advisors to create, review, develop, negotiate, and execute agency agreements including but not limited to the following:
 - Construction Zone Enhanced Enforcement Program (Caltrans/CHP);
 - Environmental Mitigation Agreements and Environmental In-Lieu Fee Agreements (various agencies);

- Project of Division Interest (PODI) Agreement (FHWA and Caltrans);
 - Design-Build Cooperative Agreement (design-build phase, Caltrans);
 - Toll Facilities Agreement (toll operations phase, Caltrans);
 - California Tolling Agency Interoperable Agreements (various statewide tolling agencies);
 - Toll Violation Enforcement Agreement (California Highway Patrol (CHP));
 - Roadway Maintenance Agreement (TBD, possibly Caltrans); and
 - Other agency agreements as necessary.
- Assist and coordinate the preparation, review and execution of Freeway Agreements and/or Freeway Maintenance Agreements between the State and local jurisdictions for the Project if required; consultant may be required to assist with reviewing site-specific maintenance requirements, preparing exhibits, and drafting agreement language to facilitate their execution;
 - Identify, define, schedule, facilitate and coordinate with stakeholder agencies in support of Project policies, procedures, practices and schedules. Additionally, Consultant shall work through barriers and enhance opportunity for innovations in the timely delivery of the Project, particularly with those commitments and obligations associated with any agreements between SANBAG and the respective agency as appropriate.

B. Design Management

Under SANBAG's direction, in coordination with Caltrans, Consultant shall provide day-to-day management of all planning, design review, and oversight activities for the Project including coordinating with stakeholders and affected agencies on technical issues relating to utilities, ROW acquisition, third-party coordination, and environmental mitigation. Coordinate DB design activities with those of the TSP as described in Section C, Tolling Services.

Consultant shall assist with review and development of the Request for Proposal (RFP) documents, Technical Provisions, Reference Information Documents and all other pertinent attachments. Consultant shall participate in the evaluations of the DB and TSP submitted documents, review proposals and provide technical selection recommendations for the DB and TSP contracts. Consultant, in close coordination with Caltrans, shall perform the following Design management activities:

B.1 Design Management

- Under SANBAG's direction, in coordination with Caltrans, perform IQA reviews for all DB and TSP design submittals for conformance

with the contract documents and all applicable Federal, State, and Local agency requirements. In coordination with the Caltrans Design Approving Manager, provide staff planning and resource requirements to facilitate Caltrans approval and meet schedule commitments and including all required disciplines such as highway, structural, drainage, utilities, traffic, landscape, aesthetics, acoustic, and geotechnical, materials engineers and other support staff as required to perform all relevant IQA reviews and approvals. Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive team environment and collaborative relationship with Caltrans in effectively managing design IQA efforts.

- Consultant shall perform a brief screen-check, peer review of all submittals prior to initiating IQA reviews to ensure submittals are fully complete, certified, and prepared for IQA reviews by the PCM/Caltrans Design team.

B.2 Design Support

- Review, organize, and consolidate the design concept drawings to be provided as part of the DB and TSP RFP documents. The basis for the design concept drawings shall be the drawings provided by SANBAG's Project Approval/Environmental Document (PA/ED) Consultant;
- Review all available Project data and information, including Project reports, plans, estimates, technical and planning studies, cooperative agreements, environmental documentation and other Project information as provided by SANBAG, Caltrans, and other stakeholder agencies;
- Review and understand the Geometric Approval Drawings (GADs), exceptions to Mandatory and Advisory Design Standards, and other documents developed by SANBAG's PA/ED Consultant. Evaluate the possibility of implementing any innovative design improvements, while taking into consideration Project risks, geometry, cost, schedule, ROW, design exception impacts, ingress/egress assumptions, CHP requirements, toll operator tow truck staging areas, etc. Provide a written evaluation and recommendation to SANBAG;
- Provide engineering support for further definition and refinement of ROW delineation to develop ROW requirements for negotiated and eminent domain acquisition of Project ROW;
- Prepare and submit encroachment permit applications for surveying, geotechnical investigations, utility potholing and construction as appropriate. These may include, but are not limited to Caltrans Encroachment Permits, City Encroachment Permits, Flood Control Encroachment Permits, etc.;

- Provide preliminary design as requested by SANBAG to support high risk project elements, such as utilities, necessary to support the DB and TSP delivery schedule;
- Review DB and TSP Computer-Aided Design and Drafting (CADD) protocols and document DB and TSP compliance to contract documents and Caltrans standards and requirements;
- Monitor compliance and take corrective actions to submittal procedures, cycles, and review time frames for the processing, review, and approval of all submittals by SANBAG, Caltrans, and stakeholder agencies in compliance with the DB and TSP contracts;
- Represent SANBAG, in coordination with Caltrans, and the DB on all engineering issues to facilitate Project approvals. Facilitate other agency reviews/approvals of all Project submittals;
- Provide CADD support, as necessary, for any technical analyses, graphical presentations, reference materials, ROW acquisition, regulatory permits, and Project documents;
- Regularly coordinate and communicate with SANBAG, in collaboration with Caltrans, on status and progress of design reviews and oversight of DB's submittals. Identify any technical issues with proposed solutions and make recommendations to resolve to SANBAG, including necessary actions to implement proposed solution(s);
- Coordinate SANBAG, Caltrans, and other stakeholder agency involvement and participation in DB technical meetings, process DB meeting minutes, and coordinate SANBAG and stakeholder action items resulting from technical meetings, along with necessary agency approvals;
- Schedule, coordinate, and attend meetings, as necessary, in cooperation with the agencies and contracted parties (DB and TSP), including the preparation of agendas, meeting minutes, and action items; and
- Participate with utility oversight personnel in providing Notices to Owners and in overseeing and coordinating the design and engineering work of the utility agencies and those of the DB and TSP, as appropriate.

B.3 Structures

Under SANBAG's direction, in coordination with Caltrans, Consultant shall:

- Review all available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents;

- Identify areas for risk reduction, long term maintenance reduction and improved safety;
- Identify and provide preliminary long lead time Project elements necessary to support the DB and/or TSP delivery schedules as requested by SANBAG;
- Provide design management services to review DB and/or TSP submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to structures-related issues and activities after issuance of Release for Construction (RFC) packages.

B.4 Roadway & Drainage

Under SANBAG's direction, in coordination with Caltrans, Consultant shall:

- Review all available project data and information, including project reports, plans, estimates, technical and planning studies for incorporation into the RFP documents;
- Identify areas for risk reduction, long term maintenance reduction and improved roadside safety;
- Provide design management services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to roadway & drainage related issues and activities after issuance of RFC packages.

B.5 Maintenance of Traffic

Under SANBAG's direction, in coordination with Caltrans, Consultant shall:

- Provide design management services to review DB submittals, including design plans, investigations, studies, and reports, required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to maintenance of traffic related issues and activities after issuance of RFC packages.

B.6 Geotechnical

Under SANBAG's direction, in coordination with Caltrans, Consultant shall:

- Review, organize, and consolidate the geotechnical information developed by SANBAG's PA/ED Consultant to develop a geotechnical information package that will be provided to the Contractors as part of the RFP. The purpose of this geotechnical information package is to provide data for the design-build contractors to prepare a competitive bid and minimize the contingency in the bid due to unknown geotechnical information and to minimize potential risks. Coordinate the level of detail to provided with SANBAG and Caltrans;
- Coordinate with SANBAG to provide additional geotechnical exploration and testing services, as necessary;
- Evaluate DB submitted documents and provide technical selection recommendations;
- Provide design management services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to geotechnical related issues and activities after issuance of RFC packages.

B.7 Traffic Management System (TMS)

Under SANBAG's direction, in coordination with Caltrans, Consultant shall:

- Review draft Traffic Management Plan (TMP) and make recommendations on possible enhancements;
- Provide design management services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to TMS related issues and activities after issuance of RFC packages.

B.8 DB Toll System Infrastructure:

Under SANBAG's direction, in coordination with Caltrans, Consultant shall:

- Review and provide comments to DB design plans, submittals, and shop drawings of the toll infrastructure work, including communications and power conduit duct banks, vaults and roadside equipment cabinet installations, gantries, Changeable Message Sign (CMS) and camera pole installation, toll utility buildings, emergency backup generators, and integration of the DB requirements with the requirements of the TSP contract;

- Review DB toll related deliverables and provide technical selection recommendations as necessary;
- Review and respond to toll system infrastructure related issues and activities after issuance of RFC packages.

B.9 Electrical & Lighting

Under SANBAG's direction, in coordination with Caltrans, Consultant shall:

- Coordinate with SANBAG, Caltrans, and the DB to identify system needs and technology requirements for incorporation into the RFP; additional coordination with the TSP will be required to ensure project compatibility between both contracts to plan and properly implement all Project work;
- Provide design management services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to electrical & lighting related issues and activities after issuance of RFC packages.

B.10 Landscape & Aesthetics

Under SANBAG's direction, in coordination with Caltrans, Consultant shall:

- Provide design management services to review DB submittals, including design plans, investigations, studies, and reports required by the contract, for acceptability and conformance to contract requirements, Caltrans standards, and stakeholder agency standards; and
- Review and respond to landscape & aesthetics related issues and activities after issuance of RFC packages.

B.11 Environmental & Permits

Under SANBAG's direction, in coordination with Caltrans, Consultant shall provide environmental oversight, support, monitoring, compliance, and coordination of DB's environmental obligations and commitments under the contract, including SANBAG's obligations and requirements with resource agencies.

The following permits are anticipated to support the delivery schedule and complete the Project:

- United States Army Corps of Engineers (USACE) Section 404;
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification; and

- California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement.

SANBAG's PA/ED Consultant will submit permit application packages, though the PCM may be required to provide support and ongoing compliance monitoring throughout the duration of the Project. This work includes:

- Incorporation of environmental requirements and approved mitigation commitments and plans into the RFPs; support the environmental permit application packages (provided by others) as appropriate and perform ongoing monitoring of proper compliance by the Contractors;
- Oversee compliance of Contractor's permit requirements in meeting the obligations and commitments within the final USACE 404 permit, RWQCB 401 certification; CDFW 1602 permit; and RCFCWCD encroachment permit;
- Prepare and coordinate amendments to the permits if needed due to changes by the DB and/or SANBAG directed changes;
- Analyze and assess environmental re-validations required due to changes by the DB and/or SANBAG directed changes and implement accordingly;
- Coordinate with Caltrans for review and comment on all environmental activities, including agreements, permits, and exercises of re-validations;
- Oversee the Contractor's acquisition and/or maintenance of all necessary environmental permits affecting construction including storm water permits, flood control permits or any other permits required to perform Project work;
- Schedule and coordinate meetings necessary to meet all environmental requirements, including providing agenda and meeting minutes and action items; and
- Oversee implementation of the approved mitigation monitoring plan for compliance with Caltrans and regulatory agencies permit requirements and the mitigations and commitments documented in the environmental document, including completion of the ECR document for ultimate submittal to Caltrans.

B.12 Utility Coordination & Oversight

Under SANBAG's direction, in coordination with Caltrans, Consultant shall provide a Utility Manager who will be responsible for coordinating all utility work affected by the Project. In order to accommodate and facilitate the DB and TSP schedules, Utility coordination activities may include, but are not limited, to the following:

- Verify all existing utility information provided by SANBAG's PA&ED Consultant and identify utilities that may be impacted by the Project; consultant shall analyze the preliminary utility conflict matrix (UCM) to ensure appropriate potholing and field verification has been performed.
- If necessary consultant may be required to complete supplemental field work, surface investigations, manhole dip surveys, and potholing to fully complete the UCM, RFP, technical provisions, utility agreements, and other Project documents;
- Meet with utility companies and other entities to determine their design and construction requirements related with the relocation, protection, and abandonment of utilities required to accommodate the Project and to establish any potential ROW impacts for utility relocations including guy poles, supports, easement requirements, etc.;
- Coordinate, plan and identify all temporary and permanent utility requirements early in the design phase for Project work, especially related with bridge structures, advance planning studies, and staging plan development; consider innovative methods that may benefit the Project when planning utility and other related Project work such as requesting brief utility disconnections that may be possible in order to implement a single-stage bridge structure replacement that provides shorter overall work durations and minimizes net community impacts, etc.;
- Coordinate and provide all final, executed utility agreements with private utility owners as necessary to facilitate utility work. Monitor all utility relocation work activities and meet regularly with DB, TSP, utility agencies, Caltrans, SANBAG, and other stakeholder agencies to coordinate and schedule all required utility relocation work;
- Coordinate all interaction and correspondences with utility owners including but not limited to preparation of proper notices (i.e., Notice to Owners), DB and TSP submittals, notice to utility owners required to commence their (utility owner) design, procurement, and relocation activities, as necessary;
- Prepare Report of Investigation (ROI) as outlined in Section 13-05 of Caltrans ROW Manual Chapter 13;
- Review and comment, as appropriate, on utility owner designs for inclusion into DB and TSP final design documents, and review DB and TSP RFC documents for proper inclusion of the utility owner designs;
- Confirm that the utility agency, DB and TSP have all necessary permits and ROW clearances to allow relocation work to proceed;

- Oversee coordination between the DB, TSP and utility agencies' construction and relocation work, address any issues and confirm identification, protection, adjustment, removal, or relocation of the subject utility in compliance with State and Federal laws and regulations, standards, and agreements; assist, coordinate and document all discussions related with utility betterments between the Project team, DB, TSP and utility agencies; and
- Oversee and coordinate the final documentation and completion of the utility owner relocation work, and review and recommend final payments and closeout.

B.13 Survey & ROW Engineering

Under SANBAG's direction, in coordination with Caltrans, Consultant shall provide all surveying and related ROW work such as identification of ROW requirements, ROW acquisitions, easements and ROW engineering services as needed in support of design development and IQA of the Design–Builder's construction survey and to complete post-construction Record of Survey Tasks will consist of the following:

- Pre-Construction Record of Survey – provide a pre-construction record of survey for the ROW land net map in conformance with statutory requirements and to delineate limits of existing record ROW. The project surveyor will prepare a record of survey in conformance with existing standards by the County of San Bernardino;
- Utility Verification – provide field survey services to document the pothole locations as required;
- Advanced Design Surveys – provide field survey services to document the geotechnical borings;
- ROW Engineering – provide appraisal maps (ROW Maps) in conformance with Caltrans District 8 guidelines and drafting standards to facilitate ROW acquisition;
- Field and office survey support on an as-needed basis to provide survey IQA checks; and
- Provide a post-construction Record of Survey of the new ROW limits and record a post-construction Record of Survey for the land net in conformance with statutory requirements and to delineate limits of the new record ROW. A record of survey will be submitted for review and filing by the County of San Bernardino.

B.14 ROW Services

Under SANBAG's direction, in coordination with Caltrans, Consultant shall provide a ROW Manager who will be responsible for the technical and administrative functions required to provide the necessary ROW. Consultant shall analyze preliminary right of way requirements defined within the PA/ED

documents to develop the RFP, Technical Provisions, and parcel delivery schedule that will maximize the available work areas for the DB and TSP and help facilitate completing the Project in a timely fashion according to the schedule. ROW services include but are not limited to:

- Overall coordination and management with SANBAG, Caltrans, FHWA and the DB and TSP and assist with the development and implementation of the ROW program as needed; ROW program shall consider all types of permanent or temporary acquisition requirements and easements including utility easements, aerial easements, structure easements, maintenance easements, sub-surface easements, foundation easements, etc.;
- Prepare ROW cost estimates; review status of overall ROW project budget when ROW cost estimates are updated regularly with Project Controls, SANBAG and Caltrans management team;
- Considering the DB and TSP Project schedule, consultant shall provide all related property acquisition and negotiation services required for SANBAG to acquire property for the transportation Project in a timely, efficient manner and at a reasonable cost including appraisal and review of appraisals, including all necessary environmental investigations and remediation;
- Provide any necessary remaining ROW environmental investigations and remediation to support ROW acquisition services;
- Obtain, review and provide title reports and escrow documents, related utility documents, easement requirements, and ROW certification;
- Assess any proposed modifications or changes to the ROW proposed by the DB and TSP and provide investigations and analyses to help facilitate completing the Project; consultant is encouraged to provide innovative ideas, techniques, or proposed recommendations to SANBAG if it may benefit the ROW program and the Project as a whole;
- Provide ROW acquisition and relocation services under compliance with Federal, State, and Local laws and regulations, and in support of the Project's schedule as needed;
- Perform all necessary Project close-out activities, in coordination with Caltrans, including ROW transfer from SANBAG to the various agencies, and working with SANBAG to determine the excess land disposition process and begin the disposition process as soon as practicable;
- Continue to provide the appropriate progress/status reports, and schedule and attend meetings, as necessary, to support the

acquisition, relocation, and close-out processes, and coordination with the DB and TSP.

C. Tolling Services

Consultant shall provide comprehensive PCM services and oversight for the design, installation, and operation of the toll system including the necessary technical expertise and staffing resources to review and finalize the technical requirements, RFP, solicitation, selection, implementation, testing, integration and operation of the Project. Currently, SANBAG is evaluating an option to use an existing toll agency in the region (“Partner Agency”) for providing Back Office Support (BOS) and Customer Service Center (CSC) functionality. To facilitate this, it is anticipated that the TSP will provide the toll lane collection system, ITS, communications, networking and interface to the Partner Agency. SANBAG is still discussing options of providing toll system traffic management and roadway tow service operations so these are not yet fully determined. Options being considered for these services include either requesting Caltrans traffic management and existing Freeway Service Patrol contracts to provide these services or requesting these services as part of the TSP contract. The services envisioned and described herein require unique technical expertise in toll systems, operational business processes, traffic operations, system testing and system auditing skills along with strong project management skills.

C.1 General

- Consultant shall support, inform, coordinate, and make recommendations to SANBAG in the areas of tolling and operations;
- Provide day to day management of the tolling, ITS and integration activities including oversight, coordination and planning of related activities with the DB, TSP, Partners, and regional interoperable agencies;
- Take ownership of the tolling schedule and deliverables to ensure timely delivery of the TSP Contract and designated operating agreements (Caltrans, CHP and Partner Agencies), identification and resolution of any delays, and notifications of delays to SANBAG along with corrective action;
- Facilitate regularly scheduled meetings with SANBAG management to review progress and provide status. Required meetings will have agendas and meeting minutes summarizing the discussion, along with current and future actions needed to progress the project;
- Oversight of the project document control and tracking processes for the TSP and designated operating agreements;
- Ensure project tolling and operations conform to current and proposed state and national regulations, such as Moving Ahead for Progress in the 21st Century Act (MAP-21) and California Vehicle Code related to toll and enforcement; and

- Develop the toll system portion of the PMP.

C.2 TSP Planning

The Consultant will support SANBAG in evaluating, contributing to, and assessing the policies, procedures, business rules, customer account rules, management rules and technical requirements developed prior to award of this contract. Consultant will be responsible for assuming management of and finalizing these items described above. Consultant shall assume management of the design concepts, specifications, testing and procedures for the TSP procurement and related agreements, making any necessary changes or updates for SANBAG approval and incorporation into the final procurement documents;

- Provide comments and input to the Concept of Operations (ConOps) and if needed updates for Caltrans and FHWA approval;
- Assume responsibilities for finalizing documentation for procurement and as needed, develop any necessary reports or memos to achieve final agreements and approval with SANBAG Board and Partner Agencies;
- Develop white papers, reports, or methods addressing the following:
 - General approach to provide the necessary customer services and/or traffic management operations physical location, ensure the necessary facilities are available in time for the opening of the I-10 Express Lanes;
 - Applicability and methods to incorporate security and privacy measures in software, hardware, and operations;
 - Compliance with national interoperability requirements under MAP-21 including various options and implementation approaches;
 - Toll Policy, Violation Enforcement, and Business Rules; and
 - Other issues identified by SANBAG.
- Provide updates as needed to operational expenditures (OPEX) for required financial updates by the lenders and SANBAG;
- Review and recommend updates to toll policy and operations where needed to project goals and improve efficiency;
- Evaluate and research video tolling, toll violation, enforcement and collection procedures, to ensure SANBAG is aware of technologies and processes at the forefront of the tolling and related industries;
- Prepare, and recommend for approval operating business rules, prepare account reconciliation policies and procedures among

stakeholder agencies, and assist Commission to develop necessary general ledger requirements and entries; and

- Assess the current Caltrans Inland Empire TMC locations and determine upgrades or modifications necessary to properly support the SANBAG Express Lanes at Caltrans Inland Empire TMC or at a new SANBAG, standalone TOC location.

C.3 Toll Operations and Maintenance Planning

Risk Management

- Update the existing toll operations risk management work (currently being conducted) to help SANBAG further identify and address the major risks in the toll implementation and operations phase of this facility;
- Address risks related to the toll system in the risk management workshop discussed in Section A.8, above, and include these risks and appropriate mitigation measures in the Project's risk register.

Performance Metrics

- Evaluate and update existing toll performance metrics strategy (currently being developed), including, but not limited to toll and ITS systems, express lane traffic, administrative, customer service operations, roadside operations/customer assistance, toll revenue, violations and collections performance.

Asset Management

- Develop an asset management strategy for the toll systems and equipment, drawings, manuals, documentation and warranties. This strategy, at a minimum, must track toll facility assets, establish replacement schedules, identify maintenance responsibilities, identify timing to commence asset management activities, and implementing an asset management software solution.

Communication and Marketing Strategy

- Support SANBAG existing communication and marketing strategy and work closely with the outreach firm to educate them on the tolling system and provide material and support for outreach events; and
- Prior to opening the Express Lanes, Consultant shall work with SANBAG's outreach firm to coordinate with TSP and other agencies to support the marketing and promotion of the facility.

Incident Management and Disaster Recovery

- Develop Incident Management and Disaster Recovery Plan for all SANBAG Express Lanes projects, which include both I-10 and I-15.

This will be incorporated into the TSP and Partner Agencies policies and procedures.

Standard Operating Procedures (SOP)

- Identify the required SOPs for the operations and maintenance of the SANBAG Express Lanes project and ensure the TSP or other contracted service develops and finalizes the SOPs. Consultant shall validate the SOPs prior to Express Lanes opening and monitor after opening.

C.4 Procurement

The Procurement process for the TSP will have started prior to award of this Contract, therefore, the Consultant shall transition over as the technical lead in finalizing the TSP RFP and procurement documents, ensuring coordination between the DB RFP design for tolling infrastructure and all elements of the TSP RFP including, but not limited to design, installation, testing, open to traffic, and start of toll collection schedule. The Consultant shall support the evaluation, advertisement, RFP response evaluations, negotiations, (including assistance conducting the Best and Final Offers (BAFO) process, and final contract award of the TSP contract as discussed further in Section D.3 “Procurement Services” below.

C.5 Oversight, Coordination, and IQA

Under SANBAG direction, in coordination with Caltrans, Consultant shall be responsible for the oversight, coordination, management and IQA of the TSP design, implementation, validation, and testing to ensure the Project requirements and performance standards are met. Consultant shall ensure collaboration between the DB and TSP contractors and Partner Agencies to achieve for on time delivery and Express Lanes opening. Consultant will be responsible for the following:

- Oversight and delivery of the TSP Contract including identifying and allocating staff to oversee work performed by the DB, TSP, and Partner Agencies;
- Planning and scheduling of toll system activities for roadway implementation and testing, mitigating any potential delays or issues;
- Organizing status meetings with project contractors (DB, TSP, and Partner Agencies) and stakeholder agencies (Caltrans, FHWA and cities) as needed to review timeline and coordinate efforts to ensure design, installation, roadside construction, testing, acceptance and startup of the are complete in time for Express Lanes opening;
- Providing and support contract administration activities associated with the TSP, including safety and quality compliance, review of progress and invoice applications, submittals, and monthly reports; and

- Coordinating IQA review of designs, submittals, design plans, and shop drawings between the DB and TSP.

DB / TSP Coordination:

- Working with TSP, evaluate installation and acceptance of each tolling location, developing punch list and non-conformance items identified for DB. Determine the effect of these items in proceeding with implementation and potential affect to DB contract through penalties or Liquidated damages; and
- Ensure DB documents are compliance with the contract requirements, and obtain timely signoff and acceptance by SANBAG and the TSP for toll installation and testing to begin.

TSP

- Coordinate all design review meetings and system demonstrations to ensure TSP is meeting the defined scheduled timeframe and SANBAG and required stakeholders are participating in the review. Provide technical recommendations during these reviews that will benefit project goals or achieve benefit to SANBAG;
- Manage and oversee adherence to the TSP contract technical requirements, including compliance with the PMP, safety plan, and the design and installation requirements for roadside toll equipment, communications equipment, power equipment, cameras, CMS signage, and toll operations and customer service center facility layout plans;
- Perform TSP contract management and administration including identifying potential SOW changes, review of submitted contract change orders (CCO), performing required analyses, coordinating potential and implemented changes, as necessary, with other contracts, and maintain full documentation of all potential and actual changes as further described in Section D, Contracts Management and Procurement Services;
- Review and provide comments on TSP designs, design plans, submittals, and shop drawings of the toll system;
- Review and coordinate project schedules, including SANBAG Express Lanes milestones, toll infrastructure, toll systems, and other agreements;
- Review the TSP submittals and testing and startup plans, provide oversight of the systems testing and startup in compliance with the contract, and obtain testing and acceptance signoffs by SANBAG and other stakeholder agencies;
- Gather comments on all project documentation and deliverables from Consultant, SANBAG and stakeholders. Work with TSP and

SANBAG to finalize documents, ensuring comments have been correct and are complete. These documents include: system requirements, system detailed design, QA/QC, project management, design and development, operational, implementation, installation, testing, training and maintenance plans, manuals and as-built drawings;

- Review and comment on interfaces to DB provided toll system infrastructure, shop drawings and equipment/device submittals and provide general technical oversight;
- Ensure coordinated review, comment and approval of contractor installation drawings with TSP;
- Coordinate turnover and acceptance of tolling locations and infrastructure from the DB Contactor to the TSP;
- Oversight of all toll equipment installation and testing, including: Factory Acceptance Test, Integration Test, On-Site Systems Test(s), Commissioning Test, Operational Test and Systems Acceptance Test;
- Assistance in the Caltrans permitting process as required;
- Evaluate installation and acceptance of TSP work for each tolling location, developing punch list and non-conformance items identified. Determine the effect of these items in proceeding with to completion and opening of the project. Assess potential penalties or Liquidated damages per the TSP contract terms;
- Provide oversight and review of training manuals, coordinate training sessions participation provided by the TSP, and review attendance and training completed by the training participants;
- Obtain from the TSP manufacturer warranties, as-built drawings, training materials, and other manuals required under the contract;
- Determine operational readiness; and
- Coordinate road opening and start of toll collection and maintenance.

BOS / CSC – If supplied by Partner Agency, otherwise this will be part of TSP Contract:

- Oversee the Partner Agency activities to support the training and startup of the Express Lanes project;
- Review operations manuals and SOPs to ensure all aspects of the I-10 Express Lane toll operations are identified;
- Review toll facility startup plans for the Partner Agency;

- Coordinate startup activities with Partner Agency so they are aware of project schedule and milestones;
- Oversee and participate in all design review meetings and system demonstrations;
- Review plans and documentation required of the Partner Agency to support SANBAG I-10 Express Lanes project, such as operational requirements, performance measures, survey and quality measures, staffing plan, training program and user manuals;
- Test and oversee of functionality related to only I-10 Express Lanes project, including demonstration, operational and system acceptance testing;
- Oversee build outs for networking and communications with Partner Agency back office. Conduct operational readiness testing, prior to Express Lanes opening and start of toll collection; and
- Oversee any customer service build-out, as required.

Traffic Management Center (TMC)

- Develop Performance-Based Road Management and Maintenance terms for the traffic and incident identification and response;
- Facilitate and participate in meetings to coordinate activities and schedules between SANBAG, Caltrans, TSP, and stakeholders;
- Review and coordination of project schedules, including Caltrans and other agreements;
- Oversight and participation in all operational process and procedures;
- Review, comment and recommend for approval of all documentation and deliverables, including operational requirements, performance measures, staffing plans, training program and user manuals; and
- Perform operational readiness testing, developing updates or changes prior to the I-10 Express Lanes opening.

D. Contracts Management and Procurement Services

Under SANBAG's direction, in coordination with Caltrans, Consultant shall provide contracts management and administration services to monitor performance by the DB and TSP to the requirements of their respective contracts. This includes all aspects of the contract, for example, the Disadvantage Business Enterprise (DBE) subcontracting performance, labor compliance, administration of change management processes, and claims support on behalf of SANBAG.

In support of SANBAG, define, prepare, and administer procurements for DB, TSP and environmental mitigation contracts, and other procurements as required for the Project development and/or operations and maintenance.

Contract management and procurement services include:

D.1 Contracts Management

- Provide contracts management services for the overall Project and its various contracts. This includes identification and allocation of staffing resources to accomplish specific contract administration tasks; integration and coordination with Project Staff on contract matters; and attendance at meetings to coordinate contract management-related activities and deliverables with the DB, TSP, and stakeholder entities associated with the Project. Identify contract compliance issues for the DB and TSP contracts, provide analyses, and make recommendations to resolve issues for SANBAG approval;
- Provide the systems and tools appropriate to track, monitor, document, and report on DB, TSP, environmental mitigation, and other contracts and the compliance to their respective contracts, and timing of actions, recommendations, and approvals;
- Coordinate and manage additional SANBAG contracts in connection with environmental mitigation and other contracts related to Project development, design, construction, operations and maintenance as appropriate;
- Coordinate, monitor and manage contract compliance between SANBAG and Consultant, providing communications and correspondence in addressing clarifications and amendments. Monitor compliance with Federal, State, and Local agency requirements including:
 - Provide regular updates to audited overhead rates as requested by SANBAG, including those of Consultant and Subconsultants; and
 - Demonstrate compliance with Consultant's contract commercial requirements, including invoicing content and format, allowable compensation, schedule adherence, insurance coverage requirements, etc. through submitted documentation.
- Schedule, coordinate, and attend meetings to support all Project-related contract administration activities, including, where appropriate, providing agenda, meeting minutes, and action item listings.

D.2 Contract Administration

- Establish Project correspondence and communication procedures and protocols consistent with the requirements of the DB and TSP contracts and monitor and document compliance to these requirements;
- Process DB and TSP correspondence according to the Project requirements in a timely manner to support SANBAG and stakeholder agency approvals;
- Review DB and TSP payment applications for compliance to contract requirements. Identify areas of concern and resolve with DB and TSP and SANBAG;
- Identify the amount of the final payment due to DB and TSP and assist SANBAG with processing any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to Caltrans where appropriate. Secure and transmit to SANBAG all required turn-over items, including, but not limited to, guarantees, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock;
- Prepare final Project accounting and closeout reports of all reporting and document control systems. Organize all pertinent data, purge all files, and send to document control;
- Prepare the final documentation to release all liens and recommend final payment and release of bonds and retention;
- Provide the systems and tools to provide documentation and tracking of DB and TSP and Consultant's contract compliance;
- Prepare and issue SANBAG-directed CCOs in compliance with the DB and TSP respective contract requirements. Negotiate final terms with the DB and TSP to process the CCOs and seek any necessary external approvals as appropriate;
- Review and analyze contractor-initiated CCOs by DB and TSP. Negotiate final terms and process for approval by SANBAG and other stakeholder agencies, including Caltrans and FHWA as appropriate;
- Perform regular review and documentation of DB and TSP communications for changes and claims, and report to SANBAG with recommendations and actions; and
- Provide reporting tools and CCO logs to properly track and monitor change notices, CCOs, and claims to identify trends and measure cost and schedule impacts.

D.3 Procurement Services

Under SANBAG direction, provide broad procurement support for the DB, TSP, environmental mitigation, and other contracts as necessary to develop, design, build, operate, and maintain the Project. Consultant shall participate in the development of a procurement strategy, assist in the development of solicitations by preparing SOWs and technical documents, review and provide input on procurement documents to SANBAG's general counsel and provide additional support as directed by SANBAG.

- Consultant shall review and understand SANBAG policies, procedures, and legal requirements related to its procurements;
- Consultant shall coordinate with SANBAG to:
 - Support the preparation of procurement documents including Requests for Qualifications (RFQs), RFPs, contracts, evaluation criteria, evaluation manuals, and certain procurement correspondence by either providing direct input or review and comment on documents as appropriate;
 - Maintain adequate practices and procedures to ensure strict adherence to confidentiality agreements by all members of the procurement team, including measures to ensure the security of all procurement-related documents;
 - Develop a detailed work plan for SANBAG's timely development, review of and collaboration on procurement documents;
 - Participate in regular discussions and calls during the development of design-build procurement documents and procurement period as appropriate;
 - Maintain a complete and accurate official procurement file, including electronic and hard copies;
 - Track, review, and coordinate with SANBAG in the development of responses to questions received from proposers. Assist in the development of addenda to procurement documents;
 - Assist SANBAG with the evaluation of Statements of Qualifications (SOQ), Proposals (including technical proposals and concepts, price/cost proposals, and schedules), potential conflicts of interest, conformance with procurement submittal requirements (including insurance, proposal and payment and performance security, and business structure), and other deliverables, including preparation of technical analysis and reports;
 - Assist in contract negotiations and the award process following selection; and

- Participate and help conduct advance industry review meetings and processes (if applicable) and post-shortlist and selection debriefing meetings; and assist SANBAG with any protests.
- Consultant, under SANBAG's direction, shall be directly responsible to:
 - Work with the Project Team to present/Identify alternatives, analyze, and make recommendations to SANBAG for the structure of its future Project-related procurements for design-build, system integration, and operations and maintenance services to best accomplish the necessary planning, development, design, procurement, construction, installation, testing, operation, and maintenance of the Project;
 - Prepare SOWs/technical provisions for the procurements for the DB, TSP, environmental mitigation work, and other required services for other procurements;
 - Incorporate lessons learned from recent SANBAG procurements, projects and other relevant projects involving design-build, system integration, and operations and maintenance across the region, state and/or nation;
 - Incorporate strategies, action plans, performance criteria, and other requirements in the areas of risk management, performance metrics, asset management, customer service, communication, and marketing;
 - Prepare necessary technical documents including plans, exhibits, maps, cost estimates, etc. for these same procurements;
 - Plan and prepare various procurement schedules to meet overall Project development and operations and maintenance schedule goals;
 - Plan and coordinate any necessary review of procurement documents with Caltrans, FHWA and local agencies;
 - Plan, organize and lead internal team meetings and external meetings with industry and shortlisted proposers related to SANBAG procurements;
 - Assist SANBAG with the analysis of alternative technical concepts (ATCs) submitted by the proposers;
 - Help identify, accumulate, review, index and catalogue relevant reference documents for the procurements;

- Prepare certain correspondence, documentation, and presentations for SANBAG approval related to procurements and contract awards; and
- Plan, administer, and perform related tasks associated with procurement processes including organizing proposal evaluation teams, internal procurement meeting organization and administration, external industry events and meetings, facility reservations and setup, and related tasks.

D.4 Labor Compliance – Disadvantaged Business Enterprise (DBE)

Consultant shall support the preparation of the Project bid/contract specifications containing appropriate and current language concerning State prevailing wage requirements, Federal Davis-Bacon Act requirements and apprentice requirements, and provisions to be included in the DB, TSP, and other contracts as applicable. Services include responding to contractor comments and providing technical assistance on all labor compliance requirements, as necessary. Labor compliance shall also include:

- Development of a “Federal On-the-Job Training (OJT) Participation” goal, as necessary, and ensure that all required OJT provisions, labor compliance forms, and applicable Federal prevailing wage determinations are included in the applicable contracts;
- Develop processes and procedures for labor compliance functions in accordance with State and Federal requirements and the Caltrans Local Assistance Procedures Manual;
- Develop planned labor compliance activities as part of the PMP, including roles and responsibilities;
- Determine and update the Federal general wage determinations, as necessary, based on wage rate amendments and the Federal “10-Day rule” found under 29 CFR Section 1.6(c) (3);
- Determine applicable State prevailing wage rate determinations applicable to the Project based on the Project’s bid advertise date;
- Prepare a pre-bid meeting checklist designed to facilitate review of all labor compliance requirements including applicable prevailing wage requirements and potential proposers;
- Verify compliance with California’s Department of Industrial Relations (DIR) requirements for labor compliance, including:
 - Provide technical guidance and coordinate with SANBAG to establish the appropriate reporting requirements and information necessary for the DIR to perform labor compliance on the Project;

- Provide periodic audits of DB, TSP, and other contractor's compliance to DIR requirements and information needed for labor compliance monitoring;
 - Support SANBAG with coordinating with DIR, as necessary, on its performance of Project review audits and site interviews; and
 - Periodically review with SANBAG its compliance to State and Federal requirements for labor compliance.
- Observe and monitor DB, TSP, and other contractors labor relations with labor organizations on behalf of SANBAG, periodically review labor practices on the Project, and discuss labor issues with the DB, TSP, and other contractors, as appropriate, to mitigate potential for delays to Project completion. Make recommendations, as appropriate, on resolution of labor issues to SANBAG;
 - Monitor DB, TSP, and other contractors for compliance to labor code requirements and provisions for labor harmony on the Project;
 - Develop a DBE Contractor Performance Plan requirement for inclusion in the applicable contracts;
 - Develop an annual DBE reporting update requirement for inclusion in the applicable contracts;
 - Consider and develop contract-specific DBE goals for applicable procurements in accordance with Caltrans race-conscious directives;
 - Participate in workgroup meetings relative to the development and finalization of all applicable DBE solicitations and contractual provisions;
 - Confirm contractor-claimed DBE participation crediting in conformance with 49 CFR Part 26 and Caltrans directives, including Commercially Useful Function (CUF) provisions;
 - Conduct Good Faith Efforts reviews of proposers for compliance with all DBE contract-specific goal requirements, as necessary, to determine responsiveness to applicable requirements;
 - Review DB, TSP, and other applicable contractors' DBE reports for accuracy and coordinate with contractors to reconcile discrepancies; and
 - Provide oversight of DBE and labor compliance activities of the DB, TSP, and other applicable contractors and general support to SANBAG, including compliance by the contractor with their DBE Performance Plan, and Federal, State, and Local requirements for prevailing wages and Davis-Bacon Act requirements.

D.5 Document Controls Management

- Under SANBAG's direction, in coordination with Caltrans, consultant shall provide, implement and maintain a SANBAG-Consultant document collaboration portal for all Project communications;
- Oversee integration of this electronic document collaboration portal, including administration, with the DB's and TSP's document control systems once identified;
- Provide ongoing document management and control of all DB, TSP, and other contractor submittals and correspondence. Integrate the DB and SANBAG document management procedures and tools in support of transmittal, submittal processing, and approval requirements. This activity will include all Project documentation for design reviews, Requests for Information (RFIs), and all other submittals. Maintain the tools, filing, storage, and retention of Project documentation following Caltrans' uniform filing system. Consultant shall assist and support SANBAG, Caltrans and other Project Team staff with the proper authorizations, instruction and use of the system to facilitate the effective document management throughout completion of the Project.

E. Project Controls

Under SANBAG's direction, in coordination with Caltrans, provide overall Project controls management, administration, and oversight services related to the cost, scheduling, estimating, and document management requirements for the PCM, DB, TSP, and other related Project contracts including the necessary plans, procedures, tools, processes, and tasks for ongoing planning, budgeting, and control of the Project. The specific Project controls activities planned include the following:

E.1 Project Controls Management

- Provide review and management of the budget, cost engineering, scheduling, estimating, and document controls processes and procedures. Review the monthly invoices for the DB and TSP to maintain conformance with the Work Breakdown Structure (WBS) cost structure;
- Provide monthly trend registers, cost, and schedule reports on Project performance, both separate and in conjunction with, the DB and TSP reporting requirements. Reporting will be provided in an agreed upon format on activities with stakeholder and third-party agencies. Provide any other necessary documentation deemed required to support Project performance monitoring;

- Update and document changes in the Project processes and procedures as provided for in the PMP and submit, as necessary, for reviews and approvals by SANBAG, Caltrans, and FHWA;
- Perform periodic reviews and analyses of the DB and TSP cost performance, as appropriate, to determine trends that may result in potential claim situations, and document such analyses and monitor trends; and
- Monitor and report, as necessary, SANBAG program costs that are external to PCM contract. This will include costs associated with the Project that are incurred through other agreements, in accordance with State, Federal, or Local requirements, or as otherwise defined under the PCM contract.

E.2 Cost Engineering

- Prepare monthly invoices for contract services with adequate budget allocation for actual costs incurred; check for compliance to contract compensation requirements; monitor charges to established WBS codes to support cost control and reporting; verify appropriateness of charges; and respond to SANBAG questions or comments on invoicing;
- Develop budgeting for work tasks for Consultant activities; assign tasks against the WBS; monitor labor charges and expenses for validity and proper coding; and provide progress and reporting support for internal management and client needs;
- Review monthly invoices/progress payments submitted by the DB and TSP as to compliance with contract requirements and progress achieved on the Project; and
- Coordinate development of reports related to SANBAG program costs that are external and internal to the PCM contract. Coordinate with DB and TSP to develop additional reports, as necessary.

E.3 Scheduling

- Prepare and maintain an overall Project schedule and coordinate with all Project disciplines to schedule updates and provide monthly reporting to SANBAG. Include identification and analysis of resource constraints and requirements, as appropriate, and any constraints to costs and cash flow;
- Provide schedule analyses, as required, to address schedule issues and concerns resulting from Project activities, either of Caltrans, SANBAG, and/or Consultant, or of the DB and TSP. In addressing issues, determine and recommend recovery actions, including resource and cash flow requirements;

- Review the DB and TSP design and construction schedule to monitor compliance with their contracts, and incorporate their schedules into the master program schedule. Provide analysis and document all schedule changes and their impacts to the baseline schedule, and request and analyze recommendations of DB and/or TSP recovery plans;
- Participate in weekly DB and TSP scheduling meetings to coordinate respective schedules, identify areas of schedule concern, monitor schedule performance, and track schedule alignment of weekly schedules to Project schedules;
- Schedule, coordinate, and attend meetings, as necessary, to support Project schedule activities, including preparation of agendas, meeting minutes, and action items; and
- Provide monthly schedule reports on Project performance, both separate and in conjunction with, DB and TSP reporting requirements. Provide any other necessary supports deemed required to support Project performance monitoring.

E.4 Cost Estimating

- Consultant shall review the current project cost estimate and budget, and prepare a new cost estimate and firm budget for the Project, including the provision for contingencies and escalations and submit to SANBAG for approval. The cost estimate and budget shall be updated quarterly as new information is developed, changes to the budget shall be tracked as variances, and SANBAG shall be notified on a prompt and regular basis. Any change or variance from the Project budget will be submitted to SANBAG for approval;
- Provide review and analyses of potential CCOs submitted by the DB and TSP, including presentation of cost and schedule impacts, solutions to mitigate impacts, and recommendations to SANBAG and other stakeholder agencies for approval; and
- Provide estimating support, as necessary, to review and analyze DB and TSP changes and value engineering proposals. Provide recommendations to SANBAG.

F. Construction Management

Under SANBAG's direction, in coordination with Caltrans, provide Construction Management services for supporting construction IQA administration and compliance to contract requirements by the DB and TSP. In accordance with Assembly Bill 401, the Consultant shall provide administrative management, staff and related support services necessary to complement and facilitate the Caltrans construction IQA effort as outlined within Section A.5. Consultant shall emphasize a focused effort, combined with strategic management personnel, to implement and continuously maintain a positive

team environment and collaborative relationship with Caltrans in efficiently and jointly performing construction IQA tasks. These services include:

F.1 Construction Management

- Organize, schedule and conduct a pre-construction conference that includes all agencies, utilities, DB and TSP that will be participating in the Project and other impacted projects within the limits of the Project. Provide all meeting support services such as meeting notices and meeting minutes;
- Provide and implement a construction management staffing plan that effectively integrates with Caltrans' role, responsibilities, and staffing for the Project and provides the necessary resources and capabilities to oversee and monitor the quality of construction work performed by the DB and TSP. The staffing plan should strategically recognize Caltrans key role as State highway owner, Project advisor and approving agency, hence, IQA efforts should be performed together jointly in collaboration with PCM and Caltrans staff as one team - functioning as one streamlined, cohesive IQA effort and avoiding a duplication of staffing, efforts and reviews;
- Monitor the DB and TSP overall planning of construction activities to identify critical milestones and priorities, and to determine budget estimates and staffing requirements for the defined scope and schedule;
- Prepare and submit the monthly report of construction activity and progress that relates to DB and TSP progress and compliance to contract requirements;
- Field monitor DB and TSP construction activities and compliance to their safety plan. Note concerns or deficiencies immediately to DB or TSP for their implementation of corrective measures;
- Develop/implement a field issue resolution program, including issue identification and resolution by the DB, TSP or other appropriate agencies;
- Observe and identify all potential changes in SOW based on DB and TSP activities, review all CCOs submitted, and perform required analyses and recommendations to SANBAG for disposition;
- Review work status and recommend to SANBAG when the Project is substantially complete. Prepare a summary of the status of the work of DB and TSP and a "punch list" of any incomplete work or work that does not conform to the contract documents. Coordinate and assist Caltrans in conducting final inspections and oversee completion of all work. Recommend relief of maintenance to SANBAG for DB and TSP for all or portions of the Project; and

- Certify the amount of the final payment due to DB and TSP and assist SANBAG with the processing of any final contract changes and the resolution of any claims. Obtain evidence of certification of all lien releases, transfer of title to appropriate agencies, and certification of delivery of final record drawings to Caltrans. Secure and transmit to SANBAG all required turn-over items, including, but not limited to, guarantees, warranties, affidavits, releases, bonds, waivers, keys, manuals, and maintenance stock.

F.2 Construction Services & Administration

- Serve as the primary liaison between Project team, ensuring timely and accurate distribution of information and materials;
- Establish and maintain Project records. Project recordkeeping shall include, correspondence, memoranda, contract documents, RFIs, CCOs, claims, SANBAG directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, and quantity calculations, measurements and daily Extra Work Reports that support progress payments, and other pertinent documents. Consultant shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers;
- Research and compile statistical information and related data and produce special or recurring reports and complete special projects as assigned; maintain and monitor the operating budget as directed;
- Establish and maintain document archiving and retrieval systems (both electronic and hard copy), prioritizing the flow of Project reports/correspondence, and ensuring timeliness in the handling, processing, and resolution of requests, requirements, or problems;
- Establish and maintain follow-up files and confidential files for Project team;
- Make recommendations for additions or revisions to existing Project practices and policies. Serve as focal point for gathering newly published policies and the dissemination of materials;
- Maintain the Project team meetings calendar. Assist Project team in coordinating meetings; and
- Manage project vehicle fleet, maintaining monthly inspection, maintenance and fueling records.

F.3 Roadway Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the roadway work scope and schedule;

- Coordinate and conduct pre-construction and pre-activity meetings with the DB;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans ,specifications shop drawings, and material data submittals by the DB and TSP; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the DB and TSP of rejected work when it is the opinion that the work or materials do not conform to the requirements of the Design-Build contract documents;
- Monitor compliance of DB and TSP safety plans and note concerns or deficiencies immediately to DB or TSP for their implementation of corrective measures;
- Support and assist with administration of Caltrans IQA oversight activities and their recording of daily progress of the Project with accurate and complete daily reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed and geolocated for easy retrieval;
- Review all detour, lane closure, temporary access, signing, delineation, and traffic management and control plan for compliance with contract TMP requirements and all safety laws and regulations. Notify any deficiencies to DB or TSP for their immediate correction and compliance. Communicate any special notices to the public outreach team;
- Observe and identify all potential changes in SOW based on DB and TSP activities, and review all CCOs submitted, perform required analyses, and present recommendations to SANBAG for disposition. Maintain separate log and files to document all potential and actual changes;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor DB and TSP compliance to inspection and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the works; and
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.

F.4 Structures Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the structures work scope and schedule;
- Coordinate and conduct pre-construction and pre-activity meetings with the DB and TSP;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications shop drawings, and material data submittals by the DB and TSP; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB and TSP construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the DB and TSP of rejected work when the work or materials do not conform to the requirements of the contract documents;
- Monitor compliance of DB and TSP safety plans and note concerns or deficiencies immediately to DB or TSP for their implementation of corrective measures;
- Oversee project-wide performance of construction inspection and IQA oversight activities and their recording of daily progress of the Project with accurate and complete daily inspection reports, including weather conditions, work performed, number of workers, problems encountered, and other relevant data. Maintain independent photographic log of the construction progress indexed for easy retrieval;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor DB and TSP compliance with field investigation and surveys of properties adjacent to the Project to monitor possible ground movement or structural damage to properties that may be caused by the work; and
- Ensure that all test reports and records and noncompliance reports are satisfactorily resolved.

F.5 Toll System Construction Oversight

- Monitor the overall planning of construction activities to identify critical milestones and priorities. Determine budget estimates and staffing requirements for the structures work scope and schedule;

- Coordinate and conduct pre-construction and pre-activity meetings with the DB and TSP;
- Provide engineering assessment of plans for adequacy of design, particularly with respect to suitability to actual field conditions;
- Ensure compliance with the plans, specifications shop drawings, and material data submittals by the DB and TSP; recommend, modify, interpret, and edit special provisions and prepare modification estimates; and keep necessary records pertaining to construction progress, and budget performance;
- Monitor the DB and TSP construction QC programs, including the adequacy of capability of QC resources. Oversee and provide, as necessary, notification to the DB and TSP of rejected work when the work or materials do not conform to the requirements of the contract documents;
- Monitor compliance of DB and TSP safety plans and note concerns or deficiencies immediately to DB or TSP for their implementation of corrective measures;
- Provide construction oversight of the delivery of the toll system infrastructure by the DB. Validate/confirm the DB work, in coordination with the TSP, is correct per the design and technical requirements. This includes validating and testing power and communications conduit duct banks, gantries, CMS and camera pole installation, toll utility buildings, and emergency backup generators;
- Oversee the installation of TSP work, including roadside tolling equipment, communications and power, express lane cameras, CMS signage, traffic operations, and data center build out, document compliance with the contract requirements, and obtain signoff and acceptance by Commission and other stakeholder agencies, as required;
- Perform oversight and review of laboratory, shop, and mill test reports of materials and equipment, as needed;
- Monitor test and inspection records and noncompliance reports for satisfactory resolution of noncompliant work.

F.6 Office Engineering

- Coordinate with DB and TSP for completion and submittal of final record drawings or as-built drawings. The record drawings and documents shall be prepared and submitted in conformance with the contract requirements;
- Monitor that the DB and TSP maintain a detailed photographic history of the Project in compliance with their Design-Build

contracts, including labels with location, direction of view, date, time, and any information of interest. Photographs shall be maintained in an electronic indexed album or SANBAG approved software. Photographs shall include, but not be limited to, conditions prior to construction, during construction, changes to detours, barricade placement, disputed work, rejected work, and completed work;

- Coordinate between Design and Construction personnel to receive and distribute Project plans and documents throughout the Project term;
- Perform general construction office duties relating to administration of construction contracts, such as processing extra work invoices, preparing progress estimates, and filing documents following Caltrans' uniform filing system;
- Monitor DB and TSP compliance with plans, quality of work, and construction activity; including review of selection/use of computer-based processes to compile engineering data, horizontal and vertical alignments, curve computations, and preparation of as-built plans;
- For schedule/work activities where the need is identified, prepare quantity calculations and quantity sheets for payment purposes and review calculations prepared by Roadway and Structures Resident Engineering teams;
- Prepare or assist in the preparation of CCOs for the purpose of making alterations, deviations, additions to, or deletions from the plans and specifications to ensure proper completion or construction of the contract by gathering critical information necessary and interpreting technical reports and data to determine a feasible solution;
- Resolve/close out RFIs and CCOs timely;
- Coordinate between field personnel in tracking and logging all field documents, including reports and daily Progress Reports;
- Track and document all safety procedures and reports;
- Track and document all environmental and stormwater pollution prevention related reports and inspections and coordinate with the environmental personnel on the Project;
- Track, monitor, and document all roadway closures on the Project, and document any Project related calls on Caltrans TMC;
- Develop, maintain, and update Project's contact matrix and assure posting and distribution to the Project's team;

- Provide the tracking and maintenance of Project work schedules, analyses, technical and production reports, and other documentation as required;
- Organize, prepare, and conduct field site investigations and visitations from Caltrans, SANBAG, and FHWA personnel to confirm Project progress, conduct studies, or any other purpose; and
- Schedule, coordinate, and attend meetings, as necessary, to support Project oversight and construction activities, including the preparation of meeting materials, agendas, minutes, and action item list

ADDITIONAL INFORMATION

BOARD OF DIRECTORS ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Robert A. Lovingood Board of Supervisors	X	X	X	X	X	X						
Janice Rutherford Board of Supervisors	X	X	X	X	X	X						
James Ramos Board of Supervisors		X	X		X							
Curt Hagman Board of Supervisors	X	X		X	X	X						
Josie Gonzales Board of Supervisors		X		X	X	X						
Rich Kerr City of Adelanto	X			X	X							
Curt Emick Town of Apple Valley	X	X	X	X	X	*						
Julie McIntyre City of Barstow	X	X	X		X	X						
Bill Jahn City of Big Bear Lake	X	X	X		X	X						
Dennis Yates City of Chino	X	X	X	X	X	X						
Ed Graham City of Chino Hills	X		X	X		X						
Frank Navarro City of Colton	X	X	X	X	X	X						
Michael Tahan City of Fontana	X	X	X	X	X	X						
Darcy McNaboe City of Grand Terrace	X	X	X	X	X	X						
Eric Schmidt City of Hesperia	X	X	X	X	X	X						
Larry McCallon City of Highland	X	X	X	X	X	X						

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2016

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X	X	X						
Paul Eaton City of Montclair	X	X	X	X	X	X						
Edward Paget City of Needles	X	X	X	X		X						
Alan Wapner City of Ontario	X	X	X	X	X	X						
L. Dennis Michael City of Rancho Cucamonga	X	X	*	X	X	X						
Jon Harrison City of Redlands	X	X	X	X	*	*						
Deborah Robertson City of Rialto	X	X	X	X	X							
R. Carey Davis City of San Bernardino		X	X	X	X	X						
Joel Klink City of Twentynine Palms	X	*	X	X	*	X						
Ray Musser City of Upland	*	X	X	X	X	X						
Ryan McEachron City of Victorville	X	X	X	X	X	X						
Dick Riddell City of Yucaipa	X	X	X	X	X	X						
George Huntington Town of Yucca Valley	X	X	X	X	X	X						
John Bulinski Ex-Official Member	X	X	X	Christy Connors	Christy Connors	X						

Communication: Attendance (Additional Information)

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

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.

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

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

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

AGENCY REPORTS



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on May 19, 2016. The next meeting is scheduled for Thursday, June 16, 2016, at 2:00 p.m., in Conference Room CC8.

Meeting Minutes Approved

The MSRC unanimously approved the minutes of its February 18, 2016 meeting.

Alternative Fuel Infrastructure Program

As part of the FYs 2014-16 Work Program, the MSRC allocated \$5.0 million for the implementation of new and expanded CNG and LNG refueling stations and modification of maintenance facilities to accommodate gaseous-fueled vehicles. A Program Announcement, #PA2015-12, was developed and released on May 1, 2015, with an open application period commencing that day and closing July 29, 2016. To date, the MSRC has awarded a total of \$367,000. The MSRC approved one additional contract award to Walnut Valley Unified School District, in an amount not to exceed \$250,000, for the expansion of their limited access CNG station and modification of their maintenance facility as part of the FYs 2014-16 AB 2766 Discretionary Fund Work Program. This contract award will be considered by the SCAQMD Board at its June 3, 2016 meeting.

Near-Zero Natural Gas Engine Incentives Program

The MSRC approved release of Program Announcement #PA2016-11 under the FYs 2014-16 Work Program. The Program Announcement, with a total targeted funding level of \$10.0 million, provides funds towards the purchase cost of the Cummins Westport ISL G Near Zero natural gas engine. This engine is certified to the CARB Optional NO_x standard of 0.02 g/bhp-hr. Eligible vehicle types include urban transit buses and refuse collection trucks. For qualifying transit buses, the MSRC has allocated \$7.5 million, with a maximum per-entity award amount of \$1.875 million, and will award \$15,000 per vehicle for either new bus purchases or the re-power (engine replacement) of existing buses. For qualifying refuse trucks, the MSRC has allocated \$2.5 million, with a maximum per-entity award amount of \$625,000, and will award \$25,000 per vehicle, for re-powers only. Applications meeting requirements will be funded on a first-come, first-served basis in accordance with a geographic minimum of \$945,000 per county for transit buses and \$325,000 per county for refuse trucks. The Program Announcement includes an open application period commencing July 5, 2016 and closing January 6, 2017.

Approval to release the Program Announcement will be considered by the SCAQMD Board at its June 3, 2016 meeting.

Outreach Strategy

The MSRC contracted with The Better World Group, under Contract #MS16030, to perform Programmatic Outreach Services. One of their tasks is the development of an Outreach Strategy outlining supplemental activities to be undertaken under the current contract, as well as activities which might be undertaken in subsequent years. The proposed Outreach Strategy was presented for MSRC review, which included the following goals: 1) To expand the pool of applicants for MSRC funding; 2) seek opportunities to leverage MSRC funding; 3) recognize the achievements of MSRC funding recipients; 4) acknowledge the leadership of MSRC members; 5) highlight MSRC as a model air quality funder; and 6) ensure that MSRC has the latest information on clean transportation policy activities, research and trends. The Better World Group outlined their proposed target audiences; key messages, and new and innovate communications strategies. The MSRC approved the proposed Outreach Strategy presented by The Better World Group.

New MSRC Website and Maintenance Services

The MSRC-TAC Administrative Subcommittee identified additional desired functionality not supported by the current MSRC website. Additionally, while it is still possible to achieve required outcomes, many of the current website features have become cumbersome to operate and should be upgraded. Lastly, a refresh of the site's appearance is warranted. Refinement of features and costs is ongoing, and a targeted funding amount will be brought back as an element of a draft RFP. The MSRC approved the development of an RFP for website and maintenance services.

Contract Modification Requests

The MSRC considered four contract modification requests and took the following actions:

1. For City of Santa Ana, Contract #ML11041, which provides \$265,000 for the purchase of 7 heavy-duty liquefied petroleum gas (propane) vehicles and to retrofit 6 heavy-duty diesel vehicles, approval of an 8-month contract term extension.
2. For City of Santa Ana, Contract #ML11029, which provides \$262,500 to install a propane station and to expand a CNG station, approval to modify the accessibility of the propane station to commercial fleets/accounts, Monday through Friday from 6 a.m. to 9 p.m.; and a three-year contract term extension to complete the CNG station expansion.
3. For the City of South Pasadena, Contract #ML14068, which provides \$10,183 to install an EV charging station, approval of a 6-month term extension, plus an additional 36 months for a total term extension of 42 months.

4. For Ontario CNG, Contract #MS14046, which provides \$150,000 to expand their public access CNG station, approval of a six-month contract term extension.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present.

COMMITTEE MEMBERSHIP

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	F. Navarro L. McCallon D. Robertson P. Eaton R. Marquez B. Jahn R. McEachron C. Hagman	L. McCallon B. Jahn	D, Robertson	F. Navarro P. Eaton R. Marquez R. McEachron C. Hagman
†SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
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.		Julie McIntyre Ray Musser Ed Paget	Diane Williams Ed Graham Jon Harrison	B. Stanton

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 are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

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.

Communication: Representatives on SCAG Committees (Committee Membership)

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 Ex-Officio Julie McIntyre, Barstow, 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.	12/31/16 12/31/17
Inland Empire Economic Partnership (IEEP)	Dennis Michael, Rancho Cucamonga	SANBAG President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	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.	12/31/17
Metro Gold Line Phase II Joint Powers Authority	Paul Eaton, Montclair, Primary Curt Hagman, Supervisor, 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.	12/31/17 12/31/16
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Deborah Robertson, Alternate	SANBAG President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/16 12/31/16
Mobile Source Air Pollution Reduction Review Committee	Larry McCallon, Highland, Primary Ed Graham, 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.	12/31/16 12/31/16

Communication: SANBAG Appointments to External Agencies (Committee Membership)

SANBAG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Jon Harrison, City of Redlands	SANBAG Board of Directors	<p>Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River.</p> <p>The term of the appointment is for four years for a city representative from San Bernardino County.</p> <p>Officers leaving elected office after appointment are still eligible to serve. Beginning January 2016, the OWOW meets on the 4th Thursday of every other month at 11:00 a.m. at the Santa Ana Watershed Project Authority (SAWPA)</p>	12/31/2019
SCAG Policy Committees	See associated table.	The SANBAG Board has authorized the SANBAG President to make appoints to SCAG Policy Committees.	<p>SANBAG, as the CTC, appoints one elected official to serve on SCAG’s Transportation and Communications Committee.</p> <p>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.)</p> <p>SCAG pays a fee for service to members for attendance at SCAG Policy Committee meetings.</p>	See associated table – SANBAG Representatives on SCAG Committees
Southern California Regional Rail Authority	Paul Eaton, Montclair, Primary Larry McCallon, Highland, Primary Alan Wapner, Ontario, Alternate James Ramos, Supervisor, Alternate	SANBAG Board of Directors (Commuter Rail & Transit Committee makes a recommendation.)	<p>SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties.</p> <p>Members receive payment of \$100 per day from SCRRA for participation.</p>	Indefinite
SR 91 Advisory Committee	Vacant, Ex-Officio Member	SANBAG Board of Directors	<p>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.</p> <p>SANBAG has not authorized payment of stipend for participation.</p>	12/31/16
Valley Transportation Services (VTrans)	Ed Graham, Chino Hills Alan Wapner, Ontario John Roberts, Fontana	SANBAG Board of Directors	<p>VTrans is a non-profit organization created and designated by SANBAG as the Consolidated Transportation Service Agency (CTSA) eligible to receive 2% of Measure I Senior/Disabled transportation funds collected in the Valley.</p> <p>SANBAG has three appointments to the VTrans Board. VTrans Board members must be from the Valley region.</p>	09/30/16 09/30/16 09/30/17

Communication: SANBAG Appointments to External Agencies (Committee Membership)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>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 in excess of \$25,000 with notification to the Board of Directors. (Brown Act)</p>	<p>Robert A. Lovingood, Supervisor, Vice President (Chair) Ryan McEachron, Victorville, President (Vice Chair) L. Dennis Michael, Rancho Cucamonga, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Alan Wapner, Ontario (Chair – MVSS) Dennis Yates, Chino Janice Rutherford, Supervisor <u>East Valley</u> James Ramos, Supervisor (Chair – CRTC) Larry McCallon, Highland Rhodes “Dusty” Rigsby, Loma Linda Dick Riddell, Yucaipa <u>Mountain/Desert</u> Robert Lovingood, Supervisor, Vice President (Chair – MDC) Ryan McEachron, Victorville, President Joel Klink, Twentynine Palms Bill Jahn, Big Bear Lake</p>	<p>6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016 6/30/2016</p>
<p>Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member (Brown Act)</p>	<p>James Ramos, Supervisor** (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Paul Eaton, Montclair* Jon Harrison, Redlands Robert A. Lovingood, Supervisor Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Dick Riddell, Yucaipa Deborah Robertson, Rialto Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2017) Indeterminate (6/30/2017) Indeterminate 12/31/2016 12/31/2017 Indeterminate 12/31/2017 12/31/2017 12/31/2016 12/31/2016 Indeterminate</p>

Communication: SANBAG Committee Membership (Committee Membership)

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Mountain/Desert Committee Membership consists of 12 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.</p>	<p>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 as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan. (Brown Act)</p>	<p>Robert A. Lovingood, Supervisor (Chair) Bill Jahn, Big Bear Lake (Vice Chair) Curt Emick, Apple Valley George Huntington, Yucca Valley Rich Kerr, Adelanto Joel Klink, Twentynine Palms Ryan McEachron, Victorville Julie McIntyre, Barstow Edward Paget, Needles James Ramos, Supervisor Janice Rutherford, Supervisor Eric Schmidt, Hesperia</p>	<p>Indeterminate (6/30/2016) Indeterminate (6/30/2016) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate</p>

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Transit Committee	Second Thursday, 9:00 a.m., SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
<p>Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.</p>	<p>To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley. (Brown Act)</p>	<p>Board of Directors Frank Navarro, Colton (Chair) Janice Rutherford, Supervisor (Vice Chair)</p>	<p>6/30/2017 6/30/2017</p>

Meeting Time: Second Thursday, 9:30 a.m., SANBAG Office

I-10 and I-15 Corridor Joint Sub-Committee

Joint Sub-Committee	PURPOSE	MEMBERSHIP
<p>I-10 and I-15 Corridor Joint Sub-Committee In January 2015, the Board approved the change status of Express Lanes Ad Hoc Committee to the creation of the I-10 and I-15 Corridor Joint Sub-Committee of the Board of Directors Metro Valley Study Session and the Mountain/Desert Policy Committee (I-10 and I-15 Joint Sub-Committee). Members of the committee will be members of the SANBAG Board of Directors and will be appointed by the SANBAG Board President. The President will appoint the Chair and Vice-Chair of the Sub-Committee. The Sub-Committee will include a minimum of nine and a maximum of fourteen SANBAG Board members. Membership will be composed of a minimum of three representatives from the East Valley; and a minimum of two representatives from the Victor Valley. The Sub-Committee will meet as necessary immediately following the Metro Valley Study Session.</p>	<p>The purpose is to consider and make recommendations to the Board of Directors on the development of express lanes in San Bernardino County, in particular on the I-10 and I-15 Corridors. (Brown Act)</p>	<p>Alan Wapner, Ontario – Chair Ryan McEachron, Victorville – Vice Chair Josie Gonzales, Supervisor Robert A. Lovingood, Supervisor Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana</p>

Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</p> <p>Membership consists of 13 members appointed by the SANBAG Executive Director.</p> <p>6 representing Public Transit Providers</p> <p>1 representing County Dept. of Public Works</p> <p>1 representing the Consolidated Transportation Services Agency</p> <p>5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC’s statutory responsibilities;</p> <p>(1)Review and make recommendations on annual Unmet Transit Needs hearing findings</p> <p>(2)Score and make recommendations for Federal Transit Administration Section 5310 Capital Grant Program applications</p> <p>(3) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan</p> <p>(4) Review call for projects for Federal Transit Administration Section 5316, and 5317 grant applications</p> <p>(5) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit</p> <p>(6) Monitor and disseminate information in reference to State level law and recommendations as they relate to transit and specialized transit</p> <p>(7) Receive annual reports on funded specialized programs funded through FTA Section 5316, 5317 and Measure I</p> <p>(8) Identify regional or county level areas of unmet needs</p> <p>(9) Address special grant or funding opportunities</p> <p>(10)Address any special issues of PASTACC voting and non-voting members</p> <p>(Brown Act)</p>	<p>Standing Membership –</p> <p>Barstow Area Transit, Manager *</p> <p>Morongo Basin Transit Authority, Manager *</p> <p>Mountain Area Regional Transit Authority, Manager *</p> <p>Needles Area Transit, Manager *</p> <p>Omnitrans, Manager *</p> <p>Victor Valley Transit Authority, Manager *</p> <p>County of San Bernardino Dept. of Public Work, Manager *</p> <p>Valley Transportation Services (VTS), Manager *</p> <p>At Large Membership –</p> <p>San Bernardino Dept. of Aging and Adult Services, Director *</p> <p>Inland Regional Center, Director *</p> <p>Inland Empire United Way 2-1-1, Director *</p> <p>Victor Valley Community Service Counsel, Director *</p> <p>Community Senior Services, Director *</p>	<p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>On-going</p> <p>1/31/2017</p> <p>9/30/2017</p> <p>9/30/2017</p> <p>1/31/2017</p> <p>2/28/2018</p>

Meeting Dates and Time: Bi monthly, beginning in February, 2nd Tuesday of the month, 10:00 a.m., SANBAG Office

* Manager or Director may designate alternate/s

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan</p> <p>The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provision of the Expenditure Plan and Ordinance No. 04-01.</p>	<p>The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration which the ITOC believes may improve the financial operation and integrity of program implementation.</p> <p>The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.</p> <p>(Brown Act)</p>	<p>Richard Haller</p> <p>Rod Johnson</p> <p>Mike Layne</p> <p>Norman Orfall</p> <p>Craig Scott</p> <p>Ray Wolfe, Ex-Officio</p> <p>In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16</p> <p>12/31/16</p> <p>12/31/18</p> <p>12/31/18</p> <p>12/31/18</p>

Communication: SANBAG Committee Membership (Committee Membership)

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG’s budget to elected officials and the general public.</p>	<p>Review SANBAG’s budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Ray Musser, Upland – Chair Mike Podegracz, P.E. – City Manager, City of Hesperia Sam Racadio – Council Member, City of Highland Kevin Ryan - Principal Transportation Planner, City of Fontana</p>
<p>Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.</p>	<p>Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.</p>	<p>President – Ryan McEachron, Victorville Vice President – Robert A. Lovingood, Supervisor Immediate Past President – Dennis Michael, Rancho Cucamonga</p>
<p>Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review transit agency efficiencies and maximize transit funding.</p>	<p>Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert A. Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario</p>
<p>Statutory Entity Ad Hoc Committee In June 2015, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Study and make recommendations to full Board regarding sponsoring legislation to consolidate certain SANBAG entities and functions into a new statutory entity.</p>	<p>Bill Jahn, Big Bear Lake - Chair Jon Harrison, Redlands George Huntington, Yucca Valley Robert A. Lovingood, Supervisor Ryan McEachron, Victorville Janice Rutherford, Supervisor Alan Wapner, Ontario</p>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG’s Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>

Communication: SANBAG Committee Membership (Committee Membership)

<p>City/County Manager’s Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator’s Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG’s City/County Manager’s Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG’s member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>

San Bernardino Associated Governments



MISSION STATEMENT

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

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

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

Approved June 2, 1993
Reaffirmed March 6, 1996