

**AGENDA**  
**Board of Directors Meeting**  
**April 9, 2014**

**\*\*\*\*\*Start Time: 10:00 a.m. (CLOSED SESSION)\*\*\*\*\***  
**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor (The Super Chief)**

**\*\*\*\*Convene Regular Meeting at 10:30 a.m.\*\*\*\***  
**1<sup>st</sup> 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**

Bill Jahn, Council Member  
*City of Big Bear Lake*

**Vice-President**

L. Dennis Michael, Mayor  
*City of Rancho Cucamonga*

Cari Thomas, Mayor  
*City of Adelanto*

Curt Emick, Council Member  
*Town of Apple Valley*

Julie McIntyre, Mayor  
*City of Barstow*

Dennis Yates, Mayor  
*City of Chino*

Ed Graham, Mayor  
*City of Chino Hills*

Frank Navarro, Council Member  
*City of Colton*

Michael Tahan, Council Member  
*City of Fontana*

Walt Stanckiewicz, Mayor  
*City of Grand Terrace*

Mike Leonard, Council Member  
*City of Hesperia*

Larry McCallon, Mayor Pro Tem  
*City of Highland*

Rhodes "Dusty" Rigsby, Mayor  
*City of Loma Linda*

Paul Eaton, Mayor  
*City of Montclair*

Edward Paget, Mayor  
*City of Needles*

Alan Wapner, Mayor Pro Tem  
*City of Ontario*

Pete Aguilar, Mayor  
*City of Redlands*

Deborah Robertson, Mayor  
*City of Rialto*

R. Carey Davis, Mayor  
*City of San Bernardino*

Jim Harris, Council Member  
*City of Twentynine Palms*

Ray Musser, Mayor  
*City of Upland*

Ryan McEachron, Mayor Pro Tem  
*City of Victorville*

Dick Riddell, Council Member  
*City of Yucaipa*

George Huntington, Council Member  
*Town of Yucca Valley*

Robert A. Lovingood, Supervisor  
*County of San Bernardino*

Janice Rutherford, Supervisor  
*County of San Bernardino*

James Ramos, Supervisor  
*County of San Bernardino*

Gary Ovitt, Supervisor  
*County of San Bernardino*

Josie Gonzales, Supervisor  
*County of San Bernardino*

Basem Muallem, Caltrans  
*Ex-Officio Member*

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

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

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

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

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

**AGENDA**

**Board of Directors  
April 9, 2014**

**\*\*\*10:00 a.m. (CLOSED SESSION)\*\*\*  
1170 W. 3<sup>rd</sup> Street, 2<sup>st</sup> Floor (The Super Chief)  
San Bernardino, CA**

**CLOSED SESSION**

**1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9 of the Government Code: one case.

**2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code section 54956.8. Property: A strip of railroad right of way approximately 80' to 100' in width, known as the San Bernardino Subdivision, Line segment 7202, main track 4, between mile posts 0.09 and 2.2. Agency Negotiator: Mitchell Alderman. Negotiating parties: D. J. Mitchell, BNSF. Under negotiation: Instruction to negotiator will concern price and terms of payment.

**3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code section 54957. Employee title: Executive Director

**4. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code section 54957.6. Agency designated representative: W. E. Jahn. Unrepresented employee: Executive Director

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

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.
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Call to Order 10:30 a.m. by Council Member Bill Jahn

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements:
  - Calendar of Events (Pg. 14)
- IV. Agenda Notices/Modifications – Vicki Watson

1. **Possible Conflict of Interest Issues for the Board Meeting of April 9, 2014** Pg. 15

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

## **Consent Calendar**

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 under **Agenda Item 19.**

### **Administrative Matters**

2. **Board of Directors Attendance Roster** Pg. 17

3. **February 2014 Procurement Report** Pg. 21

Receive February 2014 Procurement Report. **William Stawarski**  
**This item was received by the General Policy Committee on March 12, 2014.**

4. **Budget to Actual Report for second quarter ending December 31, 2013** Pg. 28

Receive and file Budget to Actual Report for second quarter ending December 31, 2013. **William Stawarski**  
**This item was received by the General Policy Committee on March 12, 2014.**

5. **Request for Proposal 14134 for Temporary Employment Services** Pg. 32

Authorize and approve release of Request for Proposal 14134 for qualified firms to provide On-Call Temporary Employment Services for staff support for San Bernardino Associated Governments agency-wide. **William Stawarski**  
**This item was reviewed and unanimously approved by the General Policy Committee on March 12, 2014. SANBAG General Counsel and Contract Administrator have approved this item and Scope of Services as to form.**

6. **Request for Approval of New Policy 10140, SANBAG Credit Cards** Pg. 38

Adopt new SANBAG Policy No.10140 that memorializes procedures for the use and control of SANBAG credit cards. **Duane Baker**  
**This item was reviewed and recommended for approval (9-1-0; Opposed: Graham), by the General Policy Committee on March 12, 2014.**

Consent Calendar Continued....

Administrative Matters (Cont.)

**7. Contracting and Procurement Policy 11000, Contract Terms and Purchase Order Amendments** Pg. 41

Approve modifications to existing Contracting and Procurement Policy 11000, as follows:

1. Amend Section V. STANDARD PROCEDURES, paragraph F. as follows:

“The maximum term for SANBAG procurement contracts shall be five years unless otherwise approved by the Board of Directors. Procurement contracts are agreements with third parties for acquisition of goods, services and construction work.”

2. Delegate signature authority to the Executive Director to approve and execute purchase order amendments:

- a) With zero dollar value;
- b) For purchase orders originally less than \$100,000, increasing the purchase order amount up to \$100,000;
- c) For purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value but not to exceed \$25,000.

**Kathleen Murphy-Perez**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 12, 2014. SANBAG’s General Counsel and Contract Administrator have approved this item as to form.**

Air Quality/Traveler Services

**8. Annual agreement between the State of California Department of Transportation (Caltrans) and San Bernardino Associated Governments (SANBAG), for the Freeway Service Patrol Program Funding** Pg. 53

Approve Agreement No. R14130 between State of California Department of Transportation and San Bernardino Associated Governments to accept State Freeway Service Patrol Program funds for the operation and management of Freeway Service Patrol Services in a not-to-exceed amount of \$1,442,231, and to match those funds with Department of Motor Vehicle/Service Authority for Freeway Emergency funds in the amount of \$360,558, for a total contract not-to exceed amount of \$1,802,789, as outlined in the Financial Impact Section. **Duane Baker**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 12, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the agreement.**

Consent Calendar Continued....

Air Quality/Traveler Services (Cont.)

9. Update on the progress of the Inland Empire 511 system Pg. 66

Receive information on the progress of the Inland Empire 511 system since its launch in April 2010. **Duane Baker**

**This item was received by the General Policy Committee on March 12, 2014.**

10. Amendments to two (2) Freeway Service Patrol Contracts to extend their terms by three (3) months, and increasing contract amounts Pg. 69

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

1. Approve Amendment No. 4 to Contract No. C09138 with Pepe's Towing Services, Inc. for Beat 2 to extend the contract term by three (3) months to July 31, 2014, and increase the contract amount by \$56,592, for a revised not-to-exceed amount of \$1,049,387; and

2. Approve Amendment No. 4 to Contract No. C09140 with Steve's Towing for Beat 5 to extend the contract term by three (3) months to July 31, 2014, and increase the contract amount by \$53,448, for a revised not-to-exceed amount of \$911,373. **Duane Baker**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 12, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the amendments.**

Council of Governments

11. State and Federal Legislative Update Pg. 79

Receive State and Federal Update. **Wendy Strack**

**This item was received by the General Policy Committee on March 12, 2014.**

Project Delivery

12. United States Highway 395 (US 395) Segment 2 Widening Project Pg. 128

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

Approve Fiscal Year 2013/2014 budget amendment to create new Task Number 0891 funded with Victor Valley Major Local Highway Measure I Bond funds in the amount of \$50,000 for project management and SANBAG staff. **Garry Cohoe**

**This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 21, 2014.**

Consent Calendar Continued....

Project Delivery (Cont.)

**13. State Route 60 (SR-60) Central Avenue Interchange Improvement Project** Pg. 130

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

1. Approve Cooperative Agreement No. R14050 with the City of Chino for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR-60 Central Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$20,591,000. The CITY's portion is \$12,493,964, includes \$938,000 for SANBAG's Project Management. The Public's Share is \$8,097,036.

2. Waive the five-year contract term limitation set forth in Policy 11000 for Cooperative Agreement R14050.

3. Authorize the release of Request for Proposals (RFP) No. 14045 for the preparation of Project Study Report/Project Report and Environmental Document (PSR/PR&ED), and Plans, Specifications and Estimate (PS&E) for the SR-60 Central Avenue Interchange Improvement Project. **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 December 12, 2013. SANBAG General Counsel and Contract Administrator have approved this item and the contracts.**

Transit/Commuter Rail

**14. Contract Amendment to On-call Railroad Right-of-Way Property Management, Contract No. C11206** Pg. 188

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

1. Exercise the two (2) additional one (1) year option terms as indicated in the original contract for a new contract term date of May 31, 2016.

2. Approve Amendment No. 1 to Contract No. C11206 with Epic Land Solutions, Inc. in the amount of \$2,143,810 for on-call railroad right-of-way management services for a new contract total of \$3,995,670. **Mitch Alderman**

**This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 13, 2014. SANBAG General Counsel and Contract Administrator have approved this item and Contract Amendment as to form.**

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

15. **Amendment No. 1 to Bikeway License Agreement No. C09168 to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with the City of Rialto** Pg. 194

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

1. Approve Amendment No. 1 to Agreement No. C09168 with the City of Rialto granting an amendment to the Bikeway License Agreement on the Baldwin Park branchline railroad right-of-way, in the City of Rialto, between mile post 10.1 and 11.7.

2. Authorize the Executive Director or his designee to enter into a Right-of-Entry permit/agreement applicable to the City of Rialto Bikeway agreement. **Mitch Alderman**

**This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 13, 2014. SANBAG General Counsel and Contract Administrator have approved this item and the contract.**

16. **Approve Right-of-Entry Permit to access/cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with GMZ Engineering** Pg. 202

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

1. Approve Right-of-Entry Permit to GMZ Engineering R14146 onto San Gabriel Subdivision, City of San Bernardino, SANBAG mile post 81.54. **Mitch Alderman**

**This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 13, 2014. SANBAG General Counsel and Contract Administrator have approved this item and the contract.**

Consent Calendar Continued....

Transportation Fund Administration

17. **Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2014/2015** Pg. 238

Approve the following amounts for consideration in the SANBAG Fiscal Year 2014/2015 Budget for the Valley Major Street Arterial Sub-program and the Valley Major Street Project Advancement Program, which includes an increased allocation of \$1,558,962.98 to the Major Street Project Advancement Program from the Major Street Arterial Sub-program:

- Arterial Sub-program: \$8,292,987.77
- Major Street Project Advancement Program: \$11,361,899.05

**Andrea Zureick**

**This item was reviewed and recommended for approval (18-1-0; Abstained: Davis) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 13, 2014. This item was reviewed by the Transportation Technical Advisory Committee on February 3, 2014, and on March 3, 2014.**

18. **California Transit Security Grant Program Applications for San Bernardino Transit Center and Downtown San Bernardino Passenger Rail Projects** Pg. 244

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

1. Authorize staff to submit the Fiscal Year 2012/2013 and Fiscal Year 2013/2014 California Transit Security Grant Program Grant Applications to fund security improvements totaling \$2,584,990 for the Downtown San Bernardino Passenger Rail Project and \$500,000 for the San Bernardino Transit Center Project.

2. Approve Resolution No. 14-010 and Resolution No. 14-015 authorizing the Executive Director and/or his designee of San Bernardino Associated Governments to execute any actions necessary for the purpose of obtaining financial assistance provided by the California Office of Emergency Services under the grant program for Fiscal Year 2012/2013 and Fiscal Year 2013/2014.

**Andrea Zureick**

**This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 13, 2014. SANBAG General Counsel has reviewed the Resolutions as to form.**

Consent Calendar Items Pulled for Discussion

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

## DISCUSSION ITEMS

### Air Quality/Traveler Services

20. **Update on the Freeway Service Patrol Program and 2013 Freeway Service Patrol Driver Recognition Awards** Pg. 250

Receive information pertaining to the San Bernardino Freeway Service Patrol Program, and the acknowledgement of the 2013 Top Driver and Drivers of Excellence Awards. **Duane Baker**

**This item was received by the General Policy Committee on March 12, 2014.**

### Council of Governments

21. **Presentation on the Give BIG San Bernardino County Campaign** Pg. 253  
10 Min.

Receive and file the information. **Duane Baker**

**This item has not received prior policy committee or technical advisory committee review.**

22. **Draft Reauthorization Proposals from the South Coast Air Quality Management District** Pg. 254

Direct staff to work with the South Coast Air Quality Management District (SCAQMD) to address remaining items of concern in the draft freight proposals for the next transportation reauthorization bill. **Wendy Strack**

**This item has not received prior policy committee or technical advisory review.**

### Regional/Subregional Planning

23. **Transportation Investment Generating Economic Recovery (TIGER) Grant Application Submittal** Pg. 264

1. Receive information on possible SANBAG TIGER grant submittals.

2. Delegate authority for approval of the TIGER grant submittals, including approval of matching funds, to the Board of Directors Metro Valley Study Session. **Steve Smith**

**This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 12, 2014. The concepts for TIGER grant submittal were discussed with the Transportation Technical Advisory Committee on March 3, 2014.**

Discussion Items Continued...

Project Delivery

24. **Award Construction Contract No. C13146 for Interstate 15 (I-15) Base Line Road Interchange Project** Pg. 266

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

1. Award Construction Contract No. C13146 based on the competitive low bid process for the I-15/Base Line Road Interchange Project to a contractor and in an amount to be determined.
2. Approve Allowances/Contingency for Contract No. C13146 on the I-15/Base Line Road Interchange Project in the amount to be determined. **Garry Cohoe**

**At the June 5, 2013 Board meeting, approval was given to take award of Contract No. C13146 directly to the Board without prior Policy Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item.**

Transit/Commuter Rail

25. **Inland Empire 66ers Cooperation and Indemnity Agreement** Pg. 268

Authorize the Executive Director or his designee to execute Contract No. C14160 Cooperation and Indemnity Agreement between San Bernardino Associated Governments and the Inland Empire 66ers. **Mitch Alderman**

**This item has not received prior policy committee or technical advisory committee review. This item has been reviewed and approved by SANBAG Legal Counsel.**

26. **Rancho Cucamonga Metrolink Station Paid Parking** Pg. 276

Accept the City of Rancho Cucamonga's request to charge for parking at the Rancho Cucamonga Metrolink Station. **Mitch Alderman**

**This item is being brought directly to Board without being reviewed by the Commuter Rail and Transit Committee or any other policy or technical advisory committee due to budget timing constraints for the City of Rancho Cucamonga.**

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

## ADJOURNMENT

### Additional Information

#### **Agency Reports/Committee Memberships**

South Coast Air Quality Management Report Pg. 281

Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee

Mayor Larry McCallon (*No report this month*)

#### **SCAG Committees**

Pg. 284

SCAG Regional Council

SCAG Policy Committees

Community, Economic and Human Development

Energy and Environment

Transportation and Communications

#### **SANBAG Policy Committees**

Pg. 285

#### **Acronym List**

Pg. 291

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

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

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

### **Accessibility**

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

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov). Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

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

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

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

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

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

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

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

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

**Attendance.**

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

**Basic Agenda Item Discussion.**

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

**The Vote as specified in the SANBAG Bylaws.**

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

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he/she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

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

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

### **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.



# Important Dates to Remember...

## April 2014

**Note: Board Meeting is one week later than usual - on April 9**

### **SANBAG Meetings – Scheduled:**

General Policy Committee	Apr. 16	9:00 am	The Super Chief
Metro Valley Board Study Session	Apr. 17	9:00 am	SANBAG Lobby, 1 <sup>st</sup> floor
Commuter Rail/Transit Committee	Apr. 17	10:00 am	SANBAG Lobby, 1 <sup>st</sup> floor
Mountain/Desert Committee	Apr. 18	9:30 am	Town of Apple Valley

### **Other Meetings/Events:**

Omnitrans sbX Green Line, Bus Rapid Transit Service Completion Celebration	Apr. 22	9:00 am	Court Street Square, Downtown San Bernardino
Redlands Passenger Rail Project Public Meeting	Apr. 29	4:30-7:00 pm	San Bernardino Hilton, 285 E. Hospitality Lane, San Bernardino, CA
Redlands Passenger Rail Project Public Meeting	May 1	4:30-7:00 pm	Esri Café, 380 New York Street, Redlands, CA

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



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

*Minute Action*

AGENDA ITEM: 1

**Date:** April 9, 2014

**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:

**Closed Session #1 – CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

POTENTIAL CONFLICTS OF INTEREST: **Bernie DeBoer**

**Closed Session #2 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

POTENTIAL CONFLICTS OF INTEREST: **D. J. Mitchell, BNSF**

**Closed Session #3 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

POTENTIAL CONFLICTS OF INTEREST: **Raymond Wolfe**

**Closed Session #4 – CONFERENCE WITH LABOR NEGOTIATOR**

POTENTIAL CONFLICTS OF INTEREST: **Raymond Wolfe**

*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply  
 BRD1404z-aa

**Consent/Discussion Calendar Items**

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
10	C09138	Pepe's Towing Services, Inc. <i>Lorenzo Navarro</i>	None
10	C09140	Steve's Towing <i>Miguel Leyva</i>	None
14	C11206	Epic Land Solutions, Inc. <i>Duncan Robb</i>	Joshua Grading & Excavating, Inc.
16	R14146	GMZ Engineering, Inc. <i>Ghazi Mubarak</i>	None
24	C13146	TBD	TBD
25	C14160	Inland Empire 66ers <i>Joe Hudson</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.

**BOARD OF DIRECTORS ATTENDANCE RECORD – 2014**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Gary Ovitt</b> Board of Supervisors	X	X										
<b>James Ramos</b> Board of Supervisors	X	X										
<b>Janice Rutherford</b> Board of Supervisors	X	X	X									
<b>Josie Gonzales</b> Board of Supervisors	X	X	X									
<b>Robert A. Lovingood</b> Board of Supervisors	X	X										
<b>Cari Thomas</b> City of Adelanto	X	X	X									
<b>Curt Emick</b> Town of Apple Valley	X	X	X									
<b>Julie McIntyre</b> City of Barstow	X	X	X									
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X									
<b>Dennis Yates</b> City of Chino	X	X	X									
<b>Ed Graham</b> City of Chino Hills	X	X	X									
<b>Frank Navarro</b> City of Colton	X	X	X									
<b>Michael Tahan</b> City of Fontana	*	X	X									
<b>Walt Stanckiewicz</b> City of Grand Terrace	X	X	X									
<b>Mike Leonard</b> City of Hesperia	X	X										
<b>Larry McCallon</b> City of Highland	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 – 2014**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Rhodes ‘Dusty’ Rigsby</b> City of Loma Linda	X	X	X									
<b>Paul Eaton</b> City of Montclair	X	X	X									
<b>Edward Paget</b> City of Needles	X	X	X									
<b>Alan Wapner</b> City of Ontario	X	X	X									
<b>L. Dennis Michael</b> City of Rancho Cucamonga	X	X	X									
<b>Pete Aguilar</b> City of Redlands	X	X	X									
<b>Deborah Robertson</b> City of Rialto	X	X	X									
<b>Patrick Morris</b> City of San Bernardino	X	X	X									
<b>Jim Harris</b> City of Twentynine Palms	X	X	X									
<b>Ray Musser</b> City of Upland	X	X	X									
<b>Ryan McEachron</b> City of Victorville	X	X	X									
<b>Dick Riddell</b> City of Yucaipa	X	X	X									
<b>George Huntington</b> Town of Yucca Valley	X	X	X									
<b>Basem Muallem</b> Ex-Official Member		X	X									

18

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 – 2013**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Rhodes 'Dusty' Rigby</b> City of Loma Linda	X	X	X	X	X	X	X		X	X	X	X
<b>Paul Eaton</b> City of Montclair	X		X		X	X	X		X		X	X
<b>Edward Paget</b> City of Needles	X	X	X	X	X	X	X		X	X	X	X
<b>Alan Wapner</b> City of Ontario	X	X	X	*	X	X	X		X	X	X	X
<b>L. Dennis Michael</b> City of Rancho Cucamonga		X	X	*	X	X	*		X	X	X	*
<b>Pete Aguilar</b> City of Redlands	X	X	X	X	X	X	X		X	X	X	X
<b>Deborah Robertson</b> City of Rialto	X	X	X	X	X	X	X		X	X	X	X
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X	X	X		X	X	X	X
<b>Jim Harris</b> City of Twentynine Palms	X	X	X	X	X	X	X		X	X	X	X
<b>Ray Musser</b> City of Upland	X	X		X	*	X	X		X	X	X	*
<b>Ryan McEachron</b> City of Victorville	X	X	X		X	X	X		X	X	X	X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X		X	X	X	X
<b>George Huntington</b> Town of Yucca Valley	X	X	*	X	X	X	X		X	X	X	X
<b>Basem Muallem</b> Ex-Official Member	Robert So	Syed Raza	X	Syed Raza	Syed Raza	X	Jesus Galvan		Christy Connors	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 – 2013**

Name	Jan	Feb	March	April	May	June	July	Aug DARK	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X		X	X	X	X		X	X		X
<b>James Ramos</b> Board of Supervisors	X	X			X		X		X	X	X	X
<b>Janice Rutherford</b> Board of Supervisors	X	X		X	X	X	X		X	X	X	
<b>Josie Gonzales</b> Board of Supervisors		X		X	X	X	X		X	X	X	X
<b>Robert A. Lovingood</b> Board of Supervisors	X	X		X	X	X	X		X		X	X
<b>Cari Thomas</b> City of Adelanto		X	X	X	X	X	X		X	X	X	X
<b>Curt Emick</b> Town of Apple Valley	X	X	X	*	X	X	X		X	X	X	X
<b>Julie McIntyre</b> City of Barstow		X	X		X	X			X	X	X	
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X	X	X	X	X		X	X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X	X	X	X	X		X	X	X	X
<b>Ed Graham</b> City of Chino Hills	X	X	X	X	X	X	X		X	X	X	X
<b>Frank Navarro</b> City of Colton	X	X	X	X	X	X	X		X	X	X	X
<b>Michael Tahan</b> City of Fontana	X	X	X	X	X	X	X		*	X	X	X
<b>Walt Stanckiewicz</b> City of Grand Terrace	X	X	X	X	X	X	X		X	X	X	X
<b>Mike Leonard</b> City of Hesperia	X	X		X		X	X			X	X	X
<b>Larry McCallon</b> City of Highland	X	X	X	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.



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

*Minute Action*

AGENDA ITEM:   3  

**Date:** April 9, 2014

**Subject:** February 2014 Procurement Report

**Recommendation:**\* Receive February 2014 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 May 1, 2013. 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; 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

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.

BRD1404a-www

Attachments:

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1404/AgendaItems/BRD1404a1-www.docx>

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1404/AgendaItems/BRD1404a2-www.docx>

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 month of February 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 2013/2014 budget. Presentation of the monthly procurement report demonstrates compliance with the Contracting and Procurement Policy (Policy No. 11000).

***Reviewed By:*** This item was received by the General Policy Committee on March 12, 2014.

***Responsible Staff:*** William Stawarski, Chief Financial Officer

## Attachment A

### January to February Contract Actions

**New Contracts Executed:**

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
C14126	Legal Services for Railroad Right of Way	Burke, Williams & Sorensen	\$100,000.00	Legal advice and litigation services in railway right of way issues.
C14136	EmployeeConnect Plus Employer Agreement for Employee Assistance Program	Lincoln National Life Ins. Co.	\$0.00	Employee Assistance Program which offers SANBAG employees various programs such as mental health, legal advice services, financial advice services, etc.
R14122*	Program Supplement Agreement	Caltrans	\$1,537,041.00	Traffic Signal Interconnect System Tiers 3 and 4 to synchronize the traffic signals along a corridor.

\*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

### January to February 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
C12194 Amendment 2	Amendment to increase the contract to include National Transit Database reporting and a second State Controllers Report for Transit Specialized services Controllers report for Omnitrans. Project: Professional Auditing Services for the Transit Operators.	Vavrinek, Trine, Day & Co. LLP	Original: \$651,750.00  Amend. 1: \$35,000.00	\$34,000	\$724,150.00
C12240 Amendment 1	Articles for Technical Direction and Changes were updated to bring the contract to current language which allows for administrative changes such as key personnel, subcontractors, Attachment B and address of the vendor. These changes can be updated via a memo to file instead of an amendment which expedites the update. Project: Construction Management, Construction Surveying, Materials Testing and Public Outreach Services for the Palm Avenue Grade Separation Project.	Vali Cooper & Associates Inc.	Original: \$1,940,000.00	\$0.00	\$1,940,000.00

## Attachment A

### January Purchase Order Actions

**Purchase Orders:**

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001110	01/30/2014	Xerox Corporation	Rental fee for Xerox copier, piggyback from County contract with Xerox Corporation.	\$6,012.39
4001111	01/31/2014	Southern California Association of Governments (SCAG)	SANBAG is providing a local cash match to SCAG for the Climate Action Plan Implementation Tools Project. This project will be funded primarily by a SCAG Sustainability Planning Grant awarded to SANBAG in October 2013.	\$50,000.00
<i>*Note: Sole Source justification is noted in the Purpose statement, if applicable.</i>				<b>Total</b>
				<b>\$56,012.39</b>

## Attachment A

### January to February 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 B

### January to February RFPs and IFBs

**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
None					
				<b>Total</b>	



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

*Minute Action*

AGENDA ITEM: 4

**Date:** April 9, 2014

**Subject:** Budget to-Actual Report for second quarter ending December 31, 2013

**Recommendation:\*** Receive and file Budget to Actual Report for second quarter ending December 31, 2013.

**Background:** SANBAG's Budget for Fiscal Year 2013/2014 for new activity was adopted by the Board of Directors on June 5, 2013. This report provides a summary of program activity and task activity compared to budget. Budgetary information includes the original and revised budgets, and year to date expenditures.

**Financial Impact:** This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2013/2014 Budget.

**Reviewed By:** This item was received by the General Policy Committee on March 12, 2014.

**Responsible Staff:** William Stawarski, Chief Financial Officer

\*

*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed:* \_\_\_\_\_

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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*Check all that apply.*

San Bernardino Associated Governments  
 Budget to Actual Report: July 2013 - December 2013  
 Fiscal Year 2013/2014  
**ATTACHMENT A**

**AIR QUALITY & TRAVELER SERVICES PROGRAM**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0102	Air Quality Activities	507,361	622,573	-	1,129,934	234,010	895,924	20.71%
0406	Rideshare Management	2,218,910	-	-	2,218,910	660,805	1,558,105	29.78%
0702	Call Box System	1,142,713	-	-	1,142,713	420,925	721,788	36.84%
0704	Freeway Service Patrol/State	2,031,009	128,831	-	2,159,840	702,099	1,457,741	32.51%
0706	Intelligent Transportation Systems	82,545	-	-	82,545	-	82,545	0.00%
<b>TOTAL AIR QUALITY &amp; TRAVELER SERVICES PROGRAM</b>		<b>5,982,538</b>	<b>751,404</b>	<b>-</b>	<b>6,733,942</b>	<b>2,017,838</b>	<b>4,716,104</b>	<b>29.97%</b>

**TRANSPORTATION PLANNING & PROGRAMMING PROGRAM**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0110	Regional Transportation Planning	372,939	-	-	372,939	199,644	173,295	53.53%
0203	Congestion Management	165,872	-	-	165,872	41,476	124,396	25.00%
0213	High Desert Corridor Studies	3,858	-	-	3,858	1,783	2,075	46.21%
0373	Federal/State Fund Administration	630,544	-	-	630,544	250,066	380,478	39.66%
0404	Subregional Transportation Planning	1,446,715	85,000	2,806	1,534,521	410,041	1,124,480	26.72%
0500	Transportation Improvement Program	357,965	-	-	357,965	104,059	253,906	29.07%
0609	Strategic Planning/Delivery Planning	359,811	(14,200)	7,760	353,371	149,167	204,204	42.21%
0701	Valley Signal Coordination	731,312	838,396	-	1,569,708	464,596	1,105,112	29.60%
0941	Mt./Desert Planning & Project Development	212,942	-	-	212,942	38,126	174,816	17.90%
<b>TOTAL TRANSPORTATION PLANNING &amp; PROGRAMMING PROGRAM</b>		<b>4,281,958</b>	<b>909,196</b>	<b>10,566</b>	<b>5,201,720</b>	<b>1,658,959</b>	<b>3,542,761</b>	<b>31.89%</b>

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**MAJOR PROJECT DELIVERY PROGRAM**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0803	SR 210 Baseline Road Interchange	906,652	(50,000)	-	856,652	42,070	814,582	4.91%
0815	Measure I Program Management	5,814,656	(19,500)	17,828	5,812,984	1,821,334	3,991,650	31.33%
0820	SR 210 Final Design	18,706	30,000	-	48,706	37,153	11,553	76.28%
0822	SR 210 Right of Way Acquisition	1,001,450	(75,501)	-	925,949	88,969	836,980	9.61%
0824	SR 210 Construction	11,834,154	(355,930)	-	11,478,224	874,238	10,603,986	7.62%
0825	I-10 Corridor Project Development	5,415,319	-	-	5,415,319	1,226,575	4,188,744	22.65%
0826	I-10 Citrus/Cherry Interchanges	60,281,302	(415,000)	-	59,866,302	14,783,108	45,083,194	24.69%
0830	I-215 San Riv Project Development	225,000	-	-	225,000	-	225,000	0.00%
0834	I-215 Final Design	8,036	38,001	-	46,037	18,929	27,108	41.12%
0836	I-215 Right of Way Acquisition	107,536	-	-	107,536	(401,241) *	508,777	-373.12%
0838	I-215 Construction	33,769,873	(410,663)	-	33,359,210	14,871,067	18,488,143	44.58%
0839	I-215 Bi- County HOV Gap Closure Project	16,498,209	-	-	16,498,209	733,755	15,764,454	4.45%
0840	I-215 Barton Road Interchange	24,025,749	55,000	-	24,080,749	342,253	23,738,496	1.42%
0841	I-10 Riverside Interchange	641,542	200,000	-	841,542	616,276	225,266	73.23%
0842	I-10 Tipton Interchange	20,923,901	2,395,273	-	23,319,174	1,361,699	21,957,475	5.84%

\* Reimbursement for condemnation deposit recorded in FY 2014 as a credit to expenditure account, but expenditure was incurred in prior year.

San Bernardino Associated Governments  
 Budget to Actual Report: July 2013 - December 2013  
 Fiscal Year 2013/2014  
 ATTACHMENT A

**MAJOR PROJECT DELIVERY PROGRAM, Continued**

TASK#	TASK DESCRIPTION	BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES	BALANCE	EXPENDED
0845	Mt. Vernon/Washington Interchange	671,556	290,000	-	961,556	354,160	607,396	36.83%
0850	Alternative Project Financing	3,974,844	-	-	3,974,844	364,010	3,610,834	9.16%
0862	I-10 Westbound Lane Addition - Yucaipa	2,263,718	(178,583)	-	2,085,135	366,011	1,719,124	17.55%
0869	Glen Helen Parkway Grade Separation	3,586,296	-	-	3,586,296	2,499	3,583,797	0.07%
0870	Hunts Lane Grade Separation	9,326,480	153,717	-	9,480,197	3,721,506	5,758,691	39.26%
0871	State St./University Parkway Grade Separation	9,036	10,000	-	19,036	4,697	14,339	24.67%
0874	Palm Avenue Grade Separation	9,129,369	2,987,109	5,182	12,121,660	210,826	11,910,834	1.74%
0876	South Milliken Avenue Grade Separation	4,496,264	6,408,045	-	10,904,309	10,195	10,894,114	0.09%
0877	Vineyard Avenue Grade Separation	7,074,093	5,587,245	-	12,661,338	22,706	12,638,632	0.18%
0879	Colton Crossing BNSF/UPRR Grade Separation	20,120,951	(932,866)	-	19,188,085	5,341,817	13,846,268	27.84%
0880	I-15/I-215 Devore Interchange	23,278,713	-	16,254	23,294,967	3,931,172	19,363,795	16.88%
0881	Lenwood Avenue Grade Separation	4,890,756	3,439,590	55,000	8,385,346	409,844	7,975,502	4.89%
0882	North Milliken Avenue Grade Separation	9,419,387	-	5,762,925	15,182,312	1,175,766	14,006,545	7.74%
0883	SR 210 Pepper Avenue Interchange	2,208,282	-	-	2,208,282	194,403	2,013,879	8.80%
0884	Laurel Avenue Grade Separation	17,966,703	(278,420)	5,000	17,693,283	1,610,505	16,082,778	9.10%
0885	9th Street Rail Improvements	3,081,456	-	-	3,081,456	41,156	3,040,300	1.34%
0886	Colton Quiet Zone Project	2,408,394	-	5,000	2,413,394	5,911	2,407,483	0.24%
0887	SR 210 Lane Addition	862,631	-	-	862,631	171,398	691,233	19.87%
0888	I-15 La Mesa/Nisqualli Interchange	7,046,057	-	50,000	7,096,057	5,172,244	1,923,813	72.89%
0890	I-15 Rancho Interchange	23,229,897	900,000	-	24,129,897	11,839,692	12,290,205	49.07%
0892	I-15 Baseline Interchange Improvement	12,843,139	(1,225,817)	-	11,617,322	72,418	11,544,904	0.62%
0893	State Route 60 Central Avenue Interchange	100,000	22,000	-	122,000	18,051	103,949	14.80%
0894	State Route 60 Archibald Avenue Interchange	100,000	-	-	100,000	-	100,000	0.00%
0896	I-10 Pepper Avenue Interchange	869,665	100	-	869,765	153,179	716,586	17.61%
0897	I-10 Cedar Avenue Interchange	100,000	-	-	100,000	11,069	88,931	11.07%
0898	I-10 Mount Vernon Avenue Interchange	100,000	-	-	100,000	-	100,000	0.00%
0899	I-10 University Street Interchange	100,000	-	-	100,000	9,411	90,589	9.41%
0965	2012 A Sales Tax Revenue Bond	4,166,840	-	-	4,166,840	2,081,669	2,085,171	49.96%
0966	2014 A Sales Tax Revenue Bond	4,153,500	-	-	4,153,500	-	4,153,500	0.00%
<b>TOTAL MAJOR PROJECT DELIVERY PROGRAM</b>		<b>359,050,112</b>	<b>18,573,800</b>	<b>5,917,189</b>	<b>383,541,101</b>	<b>73,712,499</b>	<b>309,828,602</b>	<b>19.22%</b>

**TRANSIT & PASSENGER RAIL PROGRAM**

TASK#	TASK DESCRIPTION	ORIGINAL			REVISED		TASK BALANCE	% OF BUDGET EXPENDED
		BUDGET	AMENDMENTS	ENCUMBRANCES	BUDGET	EXPENDITURES		
0309	General Transit	1,393,649	-	-	1,393,649	323,720	1,069,929	23.23%
0310	Transit Operating	9,495,667	-	-	9,495,667	3,151,070	6,344,597	33.18%
0311	Transit Capital	20,265,858	3,287,336	79,240	23,632,434	1,416,526	22,215,908	5.99%
0352	General Commuter Rail	3,060,807	334,035	-	3,394,842	291,848	3,102,994	8.60%
0377	Commuter Rail Operating Expenses	12,628,500	340,000	-	12,968,500	9,373,719	3,594,781	72.28%
0379	Commuter Rail Capital Expenses	87,559,017	8,024,150	851,662	96,434,829	5,589,034	90,845,795	5.80%
0501	Federal Transit Act Programming	78,724	-	-	78,724	44,741	33,983	56.83%
<b>TOTAL TRANSIT &amp; PASSENGER RAIL PROGRAM</b>		<b>134,482,222</b>	<b>11,985,521</b>	<b>930,902</b>	<b>147,398,645</b>	<b>20,190,657</b>	<b>127,207,987</b>	<b>13.70%</b>

San Bernardino Associated Governments  
 Budget to Actual Report: July 2013 - December 2013  
 Fiscal Year 2013/2014  
 ATTACHMENT A

**TRANSPORTATION FUND ADMINISTRATION PROGRAM**

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0502	TDA Administration	779,466	-	-	779,466	176,415	603,051	22.63%
0504	Measure I Administration	529,379	21,000	-	550,379	189,578	360,801	34.45%
0506	Local Transportation Fund	94,858,102	1,997,300	-	96,855,402	-	96,855,402	0.00%
0507	State Transit Assistance Fund	50,648,971	(15,938,224)	-	34,710,747	-	34,710,747	0.00%
0515	Measure I Valley Apportionment & Allocation	11,178,221	(30,000)	6,538,198	17,686,419	54,591	17,631,828	0.31%
0516	Measure I Mountain/Desert Apportionment & Allocation	9,842,859	1,307,741	328,034	11,478,634	319,356	11,159,278	2.78%
0610	Measure I 2010-2040 Project Advancement	18,203,913	23,200	288,086	18,515,199	7,741,903	10,773,296	41.81%
0615	Measure I Local Stimulus	-	-	717,182	717,182	154,026	563,157	21.48%
0918	Measure I Local Pass-through	39,082,300	-	-	39,082,300	12,571,532	26,510,768	32.17%
<b>TOTAL TRANSPORTATION FUND ADMINISTRATION PROGRAM</b>		<b>225,123,211</b>	<b>(12,618,983)</b>	<b>7,871,500</b>	<b>220,375,728</b>	<b>21,207,400</b>	<b>199,168,328</b>	<b>9.62%</b>

**GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM**

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0104	Intergovernmental Relations	562,570	-	-	562,570	190,750	371,820	33.91%
0490	Council of Governments New Initiatives	118,150	-	-	118,150	-	118,150	0.00%
0492	Joint Solar Purchase Agreement	735,244	-	-	735,244	17,303	717,941	2.35%
0495	Green House Gas	195,656	100,000	-	295,656	49,044	246,613	16.59%
0503	Legislation	551,793	(8,000)	-	543,793	253,692	290,101	46.65%
0601	County Transportation Commission-General	269,020	-	-	269,020	119,959	149,061	44.59%
0605	Publications & Public Outreach	471,960	11,265	338	483,563	190,480	293,082	39.39%
0708	Property Assessed Clean Energy	51,686	-	-	51,686	20,674	31,012	40.00%
0805	Building Operations	29,272	-	-	29,272	12,704	16,568	43.40%
0942	Financial Management	1,163,793	-	-	1,163,793	89,485	1,074,308	7.69%
<b>TOTAL COUNCIL OF GOVERNMENTS SUPPORT PROGRAM</b>		<b>4,149,144</b>	<b>103,265</b>	<b>338</b>	<b>4,252,747</b>	<b>944,091</b>	<b>3,308,656</b>	<b>22.20%</b>

<b>GRAND TOTAL ALL PROGRAMS</b>		<b>733,069,185</b>	<b>19,704,203</b>	<b>14,730,495</b>	<b>767,503,883</b>	<b>119,731,444</b>	<b>647,772,438</b>	<b>15.60%</b>
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**CONSOLIDATED BY PROGRAM**

PROGRAM DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	PROGRAM BALANCE	% OF BUDGET EXPENDED
AIR QUALITY & TRAVELER SERVICES PROGRAM	5,982,538	751,404	-	6,733,942	2,017,838	4,716,104	29.97%
TRANSPORTATION PLANNING & PROGRAMMING PROGRAM	4,281,958	909,196	10,566	5,201,720	1,658,959	3,542,761	31.89%
MAJOR PROJECT DELIVERY PROGRAM	359,050,112	18,573,800	5,917,189	383,541,101	73,712,499	309,828,602	19.22%
TRANSIT & PASSENGER RAIL PROGRAM	134,482,222	11,985,521	930,902	147,398,645	20,190,657	127,207,987	13.70%
TRANSPORTATION FUND ADMINISTRATION PROGRAM	225,123,211	(12,618,983)	7,871,500	220,375,728	21,207,400	199,168,328	9.62%
GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM	4,149,144	103,265	338	4,252,747	944,091	3,308,656	22.20%
<b>GRAND TOTAL ALL PROGRAMS</b>	<b>733,069,185</b>	<b>19,704,203</b>	<b>14,730,495</b>	<b>767,503,883</b>	<b>119,731,444</b>	<b>647,772,438</b>	<b>15.60%</b>

NOTE: Measure I Local pass through includes reversal of prior Fiscal Year accruals



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

*Minute Action*

AGENDA ITEM: 5

**Date:** April 9, 2014

**Subject:** Request for Proposal 14134 for Temporary Employment Services

**Recommendation:**\* Authorize and approve release of Request for Proposal 14134 for qualified firms to provide On-Call Temporary Employment Services for staff support for San Bernardino Associated Governments agency-wide.

**Background:** Authorize and approve release of Request for Proposal (RFP) 14134. The Scope of Work for temporary employment services is attached to this agenda item. The services provided will be on an “as-needed” basis with no guaranteed level of usage. The contract(s), if awarded, will secure services for a five (5) year initial term with two (2) one-year option terms.

San Bernardino Associated Governments (SANBAG) will utilize the on-call services for temporary employees to assist full-time regular staff when there is an increase in work, employee sickness, employee vacation, or vacant positions. Staff intends to select several firms with different specialties to manage the wide range of positions required at SANBAG.

Pursuant to policy direction, SANBAG is required to award these types of contracts on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.

BRD1404d-wws

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1404/AgendaItems/BRD1404d1-wss.doc>

completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function. Staff will return to the Board with approval of the selected firms for contract award.

**Financial Impact:** This item will be included in SANBAG's Fiscal Year 2014/2015 budget under various projects.

**Reviewed By:** This item was reviewed and unanimously approved by the General Policy Committee on March 12, 2014. SANBAG General Counsel and Contract Administrator have approved this item and Scope of Services as to form.

**Responsible Staff:** William Stawarski, Chief Financial Officer

## Attachment A

**A. Scope of Work** - The successful proposer(s) shall provide qualified and competent temporary employees, upon request by SANBAG. SANBAG needs temporary employees who possess skills and expertise in the following areas (future needs may not be limited to these categories):

1. Clerical/Administrative
2. Procurement
3. Accounting/Finance

SANBAG has special needs and requirements in relation to each category listed and understands that a single proposer may not have the ability to meet SANBAG's needs and requirements in every category. Therefore, proposers should indicate the categories which they are capable of meeting as defined in this RFP.

SANBAG makes no commitment or guarantee as to the number of personnel that will be requested, the total number of hours required, or the length of time for job assignments under any contract(s) issued as the result of this RFP.

**B. Obligations of Selected Firm(s)** - The selected Firm(s) shall strictly adhere to all state and federal laws with respect to employment discrimination and shall not discriminate against any individual based on race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.

Depending upon the category and skill level of the required temporary personnel, SANBAG may:

- (1) Ask for resumes and other related information from which SANBAG will select one or more qualified candidates to interview or
- (2) Select an individual with the appropriate skills and experience and arrange for that person to report to a designated work site on a specified date.

Ideally, the Firm will designate a qualified employee acceptable to SANBAG at least two (2) working days prior to the date the employee is required to report to work.

The Firm is responsible for pre-screening any candidates they refer to SANBAG to ensure the candidates possess all the required skills, abilities and experience to perform the assigned tasks. Should SANBAG determine that a temporary employee does not have the required skills, abilities, or experience, the Firm will dismiss that person within the first four (4) hours of employment and will not charge SANBAG for that temporary employee's time.

Temporary personnel shall remain the Firm's employees and shall not receive any of SANBAG benefits. The Firm shall be responsible for all payroll withholding requirements and shall provide any and all benefits required by law to each employee as well as conform to the provisions of the Immigration Reform and Control Act of 1986 (Public Law 99-603) by verifying employment eligibility of each person referred to SANBAG.

Some SANBAG positions may require driving SANBAG vehicles and/or personal vehicles in the performance of duties (Class C license only). The Firm shall be responsible for ensuring that Firm employees assigned to SANBAG who need to drive SANBAG or personal vehicles in the performance of their duties submit to and successfully pass a pre-employment five-year California Department of Motor Vehicles background check, drug test, and all ongoing tests required by law. The Firm shall be required to supply SANBAG with Firm employees who meet these standards and requirements. The Firm shall be responsible for all costs associated with pre-employment screening. The Firm shall retain all liability for Firm employees driving SANBAG or personal vehicles in the course and scope of employment and require that Firm employees maintain and provide proof of current Auto Liability Insurance Coverage (FFVR 18) with an insurance carrier possessing credentials acceptable by the Department of Motor Vehicles (DMV); SANBAG assumes no liability.

The Firm shall be responsible for ensuring that Firm employees assigned to SANBAG who drive SANBAG vehicles in the performance of their duties are enrolled in the Employer Pull Notice Program (EPN CVC 1808.1) with the California Department of Motor Vehicles (DMV) and the Firm shall review their driving records every six months. To accomplish this, the Firm must enroll in the DMV Employer Pull Notice Program to acquire a register code that will allow the Firm to receive confidential information about its employees' driving records (e.g., suspensions, accidents, DUI arrests, etc.). The Firm shall notify SANBAG's Director of Management Services when any Firm employee who drives SANBAG or personal vehicle in performance of SANBAG work receives a license suspension. SANBAG reserves the right to change/end a Firm's employee's assignment based upon this information.

## Attachment A

The Firm shall be responsible for criminal background screening through the California Department of Justice as provided in Penal Code section 11105.3. The Firm shall also request from the California Department of Justice subsequent arrest notifications for each employee who undergoes a criminal background check. The Firm shall not recommend to SANBAG any Firm employee who has been convicted of a violation or attempted violation of any offense specified in Penal Code section 11105.3 or Public Resources Code section 5164. The Firm shall not recommend any Firm employee to SANBAG unless a physician or other qualified medical provider has examined the Firm employee and found to be free of communicable tuberculosis. (Pub. Res. Code section 5163). The Firm will be responsible for all costs for such screening and testing.

The Firm shall obtain the following information from any Firm employee being considered for assignment to SANBAG.

- Does the individual have a family relationship with any SANBAG employee and/or official?

If the answer is "yes", the Firm shall obtain approval from Human Resources prior the assignment of the temporary employee.

Should a Firm's employee assigned to SANBAG resign or request reassignment, the Firm shall provide SANBAG with such notification within one (1) working day of its knowledge of the action.

The Firm shall be responsible for communicating its benefits, timecard, and safety policies to SANBAG and to its employees.

- D. Payment of Overtime** – Prior approval must be obtained from SANBAG for all overtime. With prior approval of overtime, the Firm's temporary employees shall be paid overtime in accordance with California law.
- E. Rights/Obligations of SANBAG** - SANBAG will provide the Firm with the skills, abilities, and experience required for when requesting the Firm to provide a temporary employee.

SANBAG reserves the following rights with regard to any contracts awarded as the result of this RFP:

1. The right to conduct reference and background checks on the Firm's recommended personnel.
2. The right to test any of the Firm's recommended personnel prior to starting work at SANBAG. Time used for this purpose shall not be charged to SANBAG.
3. The right to offer employment to any Firm-referred individual who successfully participates in SANBAG's normal recruitment process. SANBAG shall pay no placement fee to the Firm should this occur.
4. The right to offer direct-hire employment to any individual after six months. SANBAG shall pay no placement fee to the Firm should this occur.
5. The right to refuse to continue the employment of the Firm's temporary personnel when SANBAG determines he/she is unable to perform the assigned duties to SANBAG's satisfaction.
6. The right to have any of the Firm's temporary personnel not satisfactory to SANBAG removed from consideration for all SANBAG assignments.

- F. Salary Ranges and Rates** - SANBAG shall determine the appropriate pay rate for each temporary employee within the agreed-upon range at the time of each request, based upon the skill, ability, and experience level required and the work to be performed. This salary rate shall be consistent with the salary range for the comparable SANBAG classification.
- G. Mark-Up Rates** - Proposers shall specify a mark-up rate for each labor category for which they are proposing. This mark-up rate shall remain firm and fixed throughout the original contract term. SANBAG will consider increases to mark-up rates at the beginning of each optional one-year extension.
- H. Reimbursement of Expenses** - Occasionally, temporary employees may be required to drive their personal vehicles for SANBAG business. The Firm shall provide a means for its employees to report mileage to the Firm for reimbursement by the Firm at the current standard IRS mileage rate. The Firm shall then invoice SANBAG with copies of receipts for the actual amount of such reimbursements.

## Attachment A

- I. **Acknowledgement Required of Employees** - The selected Firm(s) shall require all temporary personnel to acknowledge the following in writing prior to their being assigned to SANBAG:
- That they are not employees of SANBAG and that their compensation and benefits are to be solely provided by the Firm(s);
  - That their assignment to SANBAG does not entitle them to any right or privilege to apply for or to be appointed to any eligibility list or position of employment with SANBAG beyond that to which the general public is entitled; and
  - That SANBAG has the right to request the Firm(s) at any time to terminate their assignment to SANBAG and that they have no recourse against SANBAG in the event of any such termination.

### **POSITION SPECIFICATIONS**

- A. **Clerical/Administrative Employees** - Employees in this category are required to possess computer and typing skills, computer software (Word, Excel, PowerPoint and Outlook) knowledge and experience as defined by the job assignment meeting minimum specifications. Examples of standard job classifications for employees in this category are:

1. **Administrative Assistant** - Minimum two (2) years of general office experience
2. **Legal Administrative Assistant** - Minimum two (2) years of experience in legal office
3. **Senior Administrative Assistant** - Minimum three (3) years of increasingly responsible administrative experience
4. **Receptionist** – Entry-level position; routine and repetitive clerical tasks
5. **Office Assistant** - General clerical work, light typing; minimum two (2) years of related experience

- B. **Professionals** - From time to time, SANBAG requires the services of a particular professional on a temporary basis. The Firm may be required to recruit qualified candidates.

1. **Procurement Professionals** –

- Maintains original contract and procurement documents
- Schedules advertisements, announcements, and conference rooms for RFPs and IFBs
- Analyzes cost/price elements in proposals, bids, amendments, and change orders
- Reviews RFPs, IFBs, contracts, and related documents
- Reviews department and consultant work as to accuracy and compliance
- Creates various documents
- Attends/leads meetings including pre-bid and post-bid
- Assists in other activities during the procurement process
- Assists with the Disadvantaged Business Enterprise in the Department of Transportation Financial Assistance Program
- Cross trains in a variety of additional technical duties
- Monitors contract insurance compliance
- Performs other related duties as required

2. **Accounting Professionals** –

- Processes accounting and financial documents and technical accounting transactions in compliance with all applicable rules, regulations and procedures; duties may vary according to job assignment.
- Reviews schedules, prepare, and records transactions relating to Transportation Development Act
- Prepares monthly allocation reports of Measure I sales tax funds

## Attachment A

- Processes and posts transactions and computer accounting entries in EDEN software, including accounts payable, purchase order, petty cash, employee reimbursements, and special fund accounting
- Reviews source documents (such as cash receipts, purchase requisitions, requests for actual expenditure reclassifications) for compliance to rules and regulations; determines proper handling of accounting and technical transactions within designated limits
- Provides information and assistance to employees and others having business with SANBAG
- Responds to requests for information and attempts to resolve them by researching files and records within the scope of authority; refers matters requiring policy interpretation to supervisor for resolution
- Collects financial information and compiles data for financial reports
- Prepares 1099 and W-9 forms
- Prepares quarterly tax payments to Employment Development Department
- Prepares personal and miscellaneous billings, and other technical transactions
- Reviews check registers and assist with managing cash requirements
- Reconciles, maintains, prepares schedules, and monitors encumbrances
- Cross trains in a variety of additional technical accounting duties
- Performs other related duties as required



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

*Minute Action*

AGENDA ITEM: 6

**Date:** April 9, 2014

**Subject:** Request for Approval of New Policy 10140, SANBAG Credit Cards

**Recommendation:**\* Adopt new SANBAG Policy No. 10140 that memorializes procedures for the use and control of SANBAG credit cards.

**Background:** SANBAG has procedures for how credit cards are used and expenses reviewed and audited. Staff is recommending that a formal policy be adopted to memorialize the procedures as part of SANBAG's policy manual and to provide more definite guidance on credit card use.

The proposed policy spells out authorized uses of SANBAG issued credit cards, requirements for accountability and monthly reporting, and unauthorized uses. This policy also links credit card use to compliance with other SANBAG policies related to procurement and travel.

**Financial Impact:** This item has no impact to the adopted SANBAG budget.

**Reviewed By:** This item was reviewed and recommended for approval (9-1-0; Opposed: Graham), by the General Policy Committee on March 12, 2014.

**Responsible Staff:** Duane Baker, Director of Management Services

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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*Check all that apply.*

BRD1404a-dab

<http://portal.sanbag.ca.gov/mgmt/committee/gpc/gpc2014/gpc1403/AgendaItems/GPC1403a1-dab.docx>

San Bernardino Associated Governments	<b>Policy</b>	<b>10140</b>
Adopted by the Board of Directors	Month Day, 2014	Revised
		<b>Draft 4 3/12/14</b>
<b>SANBAG Credit Cards</b>	Revision No.	<b>New</b>

<b>Table of Contents</b>
Purpose   References   Policy   Authorized Employees   Authorized Purchases   Revision History

### I. PURPOSE

The purpose of this policy is to establish the use and control of SANBAG-issued credit cards.

### II. REFERENCES

Policy 11000, Contracting and Procurement Policy  
 Policy 10108, Travel and Reimbursement of Expenses  
 Finance Practice 20000-3, Processing of Credit Card Payments  
 Form 3, Request for Payment of Expenses Without a Receipt  
 Form 46, Request for Payment - Credit Card Charges

### III. POLICY

SANBAG credit cards are issued to facilitate lodging and travel to conduct SANBAG business and to facilitate purchases necessary for SANBAG operations. SANBAG credit cards may be used to facilitate other necessary transactions where use of a credit card would expedite the transaction in an efficient manner; however, the use of a SANBAG credit card should not override the procurement requirements in SANBAG's Policy 11000.

#### A. The Executive Director

The Executive Director is responsible for authorizing the issuance of a SANBAG credit card to a SANBAG employee and for oversight of compliance with this policy.

#### B. Finance

1. Obtains a SANBAG credit card (at the direction of the Executive Director) in the specific employee's (user's) name to maintain accountability.
2. Issues the SANBAG credit card to the authorized employee, provides instructions to the employee and obtains the employee's written acknowledgement that he/she understand their responsibilities.
3. Retrieves and cancels existing credit cards no longer needed.
4. Reviews and updates a master credit card list annually, at the start of the new fiscal year.

### IV. AUTHORIZED USES

#### A. The SANBAG credit card may be used:

1. For approved official business only.
2. For travel expenses. Refer to Policy 10108, Travel and Reimbursement of Expenses.
3. To purchase meals in conjunction with legitimate business meetings with Board members or with other individuals. Documentation must be provided with the receipt listing the individuals participating in the business meeting and the purpose of the meeting.

4. For other purchases where it is more efficient or cost effective to use a credit card. However, the purchases must be in compliance with Policy 11000, Contracting and Procurement Policy and Policy 10108, Travel and Reimbursement of Expenses.

Examples include:

- Online purchases of equipment or supplies.
- Registration fees for seminars or other business events.
- Refreshments for business meetings.

B. The SANBAG credit card **may not** be used:

- For personal expenses, for cash advances, or for cash back from purchases.
- For SANBAG staff meals solely, unless part of approved travel.

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#### **V. INVOICES FOR SANBAG CREDIT CARDS**

Finance processes credit card payments in accordance with Finance Practice 20000-3, Processing Credit Card Payments.

Employees issued SANBAG credit cards are responsible for submitting Form 46, Request for Payment - Credit Card Charges with the appropriate documentation (receipts). If receipts are not available, Form 4, Request for Payment of Expenses Without a Receipt, is required.

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#### **VI. LOST/STOLEN SANBAG CREDIT CARDS**

Employees issued SANBAG credit cards must immediately notify the financial institution issuing the credit card when a card is lost or stolen. The employee shall also notify the Executive Director and the Chief Financial Officer, in writing.

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#### **VII. REVISION HISTORY**

<b>Revision No.</b>	<b>Revisions</b>	<b>Adopted</b>
0	Adopted by the Board on Directors.	Mm/dd/yy



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

*Minute Action*

AGENDA ITEM: 7

**Date:** April 9, 2014

**Subject:** Contracting and Procurement Policy 11000, Contract Terms and Purchase Order Amendments

**Recommendation:\*** Approve modifications to existing Contracting and Procurement Policy 11000, as follows:

1. Amend Section V. STANDARD PROCEDURES, paragraph F. as follows:

“The maximum term for SANBAG procurement contracts shall be five years unless otherwise approved by the Board of Directors. Procurement contracts are agreements with third parties for acquisition of goods, services and construction work.”

2. Delegate signature authority to the Executive Director to approve and execute purchase order amendments:
  - a) With zero dollar value;
  - b) For purchase orders originally less than \$100,000, increasing the purchase order amount up to \$100,000;

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_

*Moved:*            *Second:*

*In Favor:*        *Opposed:*        *Abstained:*

*Witnessed:* \_\_\_\_\_

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.

BRD1404a-kmp

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1404/AgendaItems/BRD1404a1-kmp.docx>.

- c) For purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value but not to exceed \$25,000.

**Background:**

In January 2013, the General Policy Committee unanimously approved modifications to San Bernardino Associated Governments (SANBAG) Contracting and Procurement Policy 11000 (Policy) to grant certain signature and contracting authority to SANBAG's Executive Director. Since that time, contract and procurement staff has been working with the SANBAG Board of Directors (Board) Contract Ad Hoc Committee to review existing procurement processes as well as identify additional changes to the Policy. Procedures have been developed to support Board adopted policy changes, however it has been noted that additional "fine tuning" to the Policy will be required. As a result, staff is requesting the Board approve the Policy changes noted herein.

Recommendation No. 1 is to address the five-year term limit that currently applies to all contracts. At the request of the Executive Director and in furtherance of streamlining agenda and staff report language, staff has reviewed the need to exempt the myriad of non-procurement agreements from the five-year contract term limit. This item was vetted through the Contract Ad Hoc Committee in December and received their approval to move this item forward to the General Policy Committee, that recommended this item be approved by the Board. If this recommendation is approved, the Board of Directors will continue to approve all contracts in excess of \$100,000, however staff will no longer be required to include a separate recommendation in agendas and staff reports to garner Board approval for exceedance of the five year contract term limit for non-procurement contracts such as memoranda of understanding, funding agreements, cooperative agreements, and so forth.

Recommendation No. 2 is to further clarify language that was approved by the General Policy Committee in January 2013 and the Board in February 2013. The language that was approved allows the Executive Director to "approve and execute *contract* amendments" within certain limits. The Executive Director can approve contract amendments (a) with zero dollar value; (b) to exercise option terms set out in contracts approved by the Board; and (c) that cumulatively do not exceed 50% of the original contract value or \$100,000 individually, whichever is less. The request to grant the Executive Director signature authority for amendments to Purchase Orders is due to two primary factors: 1) the volume of Purchase Orders that SANBAG executes; and 2) a soon-to-be proposed informal procurement process allowing for the increased use of Purchase Orders. In calendar year 2013, 112 Purchase Orders were executed, and in 2012, 137 Purchase Orders were executed. Approximately 13% to 16% of Purchase Orders are amended annually, that is 15 – 20 Purchase Order amendments per year. The

majority of Purchase Order amendments extend the duration and/or increase the value of the Purchase Orders. It is anticipated that if a new informal procurement process is implemented, the use of Purchase Orders will increase. Staff is therefore requesting a Policy modification to grant the Executive Director more flexible signature authority for Purchase Orders amendments similar to that which he currently has for contract amendments. If approved, the Executive Director will have the authority to execute Purchase Order amendments: (a) with zero dollar value; (b) for purchase orders originally less than \$100,000, increasing the original purchase order amount up to \$100,000; and (c) for purchase orders originally \$100,000 or more, increasing the original purchase order value by up to 10%, but not to exceed \$25,000.

Should the Board approve these modifications, Contracting and Procurement Policy No. 11000 will be amended and staff will be provided with written guidance and appropriate training relative to the changes. The changes will be effective the date the Board takes action and will be applicable to all of SANBAG's contracting entities. Staff will also provide a monthly report to the General Policy Committee and the Board of all procurement actions that the Executive Director has taken in the prior month.

***Financial Impact:*** This item poses no financial impact on the Fiscal Year 2013/2014 budget.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 12, 2014. SANBAG's General Counsel and Contract Administrator have approved this item as to form.

***Responsible Staff:*** Kathleen Murphy-Perez, Contracts Manager

San Bernardino Associated Governments	<b>Policy</b>	<b>11000</b>
Adopted by the Board of Directors	January 3, 1997	Revised
<b>Contracting and Procurement Policy</b>		Revision No.
		<b>19</b>

**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.**

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## I. PURPOSE

This policy establishes contracting and procurement standards to guide the selection of the most qualified firms to perform services to the best advantage of the Agency. It provides guidance to SANBAG staff with respect to policy considerations adopted by the SANBAG Board of Directors.

## II. REFERENCES

[Policy 10025](#), Guidelines for Agenda Materials  
California Public Contract Code Section 20142

## III. POLICY

All contracts, including contracts for construction projects, leases of real property, professional services, and service and maintenance contracts, shall be processed according to the following policies.

## IV. CONTRACT TYPES

SANBAG may enter into a variety of contract types, each of which may be subject to different rules as a function of state and/or federal law and SANBAG policy. The different contract types and rules affecting them are specified in this policy.

### A. Professional Services Contracts

1. SANBAG may, from time to time, enter into agreements with private firms or other agencies to perform ongoing services. Such contracts are geared toward the performance of specific functions on a continuing or as-needed basis, as opposed to the completion of a clearly specific scope of work or preparation of a discrete work product. Examples of professional services contracts are for legislative advocacy, legal counsel, program management, and construction management.
2. When selecting private firms to perform such services, this type of contract must be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function.

### B. Product Specific Professional and Technical Services Consultants

1. SANBAG may enter into contracts for the preparation of specific designs, studies, reports, or work products. These contracts are defined by very specific scopes of work and discrete work products, set periods of performance, and negotiated costs. Examples of product specific professional services contracts are for architectural reports, historic surveys, engineering reports and feasibility studies.
2. When selecting private firms to perform such services, this type of contract must be awarded based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and project managers, organization of the project

tasks, understanding of tasks to be completed, understanding of project goals, knowledge of the working environment, and particular skills and expertise of the firm and/or managers proposed for the project.

**C. Public Works/Construction Contracts**

SANBAG may enter into contracts for public works or specific construction. These contracts are subject to the California Public Contract Code and must be awarded to the lowest responsible bidder. Examples of this type contract are for roadways, bridges, signals, and other public works projects.

**D. Leases of Real Property**

SANBAG may, from time to time, enter into contracts for the leasing of real property belonging to SANBAG or leased for use by SANBAG. Examples of this type contract are for office space occupied by SANBAG staff, lease of rail rights-of-way owned by SANBAG not immediately required for rail operations; or other short-term project specific leases.

**E. Purchase Orders**

1. The purchase order procedures are developed for efficiency in processing transactions where services and supplies are clearly specified and provide for expedient delivery of products and services. Purchase orders are binding documents that establish a vendor's acceptance of the offer and mutually agreed upon terms and conditions, expected performance, and consideration for performance.
2. Products and services for amounts less than \$50,000 in any fiscal year, other than purchase and lease of real property and employment contracts, may be purchased using purchase order procedures.
3. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$100,000. Purchase Orders over \$100,000 require Board of Directors approval.
4. All procurement actions executed by the Executive Director, or designee, shall be routinely reported to the Board of Directors

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**V. STANDARD PROCEDURES**

The SANBAG standard practice shall be that:

- A. Contracts shall be required for construction projects, roadwork, purchase or lease of real property and all employment contracts.
- B. All contracts shall be reviewed by legal counsel prior to presentation to the Board for approval, or for the Executive Director approval
- C. All contracts shall specify a period of performance, description of the function to be performed, total contract amount, and appropriate performance standards.
- D. All contracts shall contain a standard non-discrimination clause.
- E. When utilizing state and federal funds requiring more rigorous or different standards than applied by these policies, such standards will prevail. SANBAG is responsible for ensuring that such standards are met and/or are included in appropriate contracts.
- F. The maximum term for SANBAG procurement contracts, unless otherwise authorized by the Board of Directors, shall be for five years. Procurement contracts are agreements with third parties for acquisition of goods, services and construction work.
- G. Special consideration is required in the instances of a formal competitive process resulting in only one response. In those instances, SANBAG staff shall evaluate factors relative to the competitive process, including adequacy of notification to qualified competitors, requirements of the RFQ/RFP, the amount of time provided to respond to the RFQ/RFP, adequacy of the one proposal received, and urgency. After such an analysis, the Executive Director shall make a recommendation to either accept or reject the proposal. Each circumstance will require consideration of facts relevant to the specific solicitation and work to be performed.
- H. The Executive Director or designee is authorized to approve and execute:
  1. All purchase orders and contracts up to \$100,000; and

2. Contract amendments that meet at least one of the following criteria:
  - a. Amendments with zero dollar value.
  - b. Amendments to exercises the option term(s) set out in contracts approved by the Board of Directors; or
  - c. Amendments that cumulatively do not exceed 50% of the original contract value or \$100,000 individually, whichever is less.

3. Delegate signature authority to the Executive Director to approve and execute purchase order amendments:

- a. With zero dollar value;
- b. For purchase orders originally less than \$100,000, increasing the purchase order amount up to \$100,000;
- c. For purchase orders originally \$100,000 or more, increasing the purchase order amount up to 10% of the original purchase order value but not to exceed \$25,000.

All contracts, contract amendments, and memoranda of understanding in excess of \$100,000 require approval by the Board of Directors, or unless otherwise authorized by the Board of Directors. In order to prevent delays that would result in negative impacts to SANBAG projects and/or programs, SANBAG staff will provide sufficient time for SANBAG Policy Committees and the Board of Directors to appropriately review and consider staff recommendations for approval of contracts and contract amendments. Refer to Policy 10025.

- I. In the event of significant time constraints, extenuating circumstances, or emergencies when approval is required, the General Policy Committee is authorized to approve contracts in excess of \$25,000, with notification to the Board of Directors. Notification shall be made at the next regularly scheduled meeting of the Board of Directors following such approval (by the General Policy Committee).
- J. The SANBAG President is the officer designated to sign contracts on behalf of the organization, unless otherwise authorized by the Board of Directors. In the absence of the SANBAG President, the SANBAG Vice President is authorized to sign contracts on behalf of the organization.
- K. In order to address SANBAG's legal needs, General Counsel is authorized to award and execute legal services agreements up to \$50,000. All such agreements shall be routinely reported to the Board of Directors.
- L. Independent Cost Estimates are required for all procurement actions, including but not limited to all contract amendments and contract change orders. The United States Department of Transportation, Federal Highways Administration and Federal Transit Administration require recipients of federal dollars to "perform a cost or price analysis in connection with every procurement action, including contract modifications..." The starting point for cost or price analysis is the development of an independent cost estimate which should be used in the evaluation of the consultant's or contractor's price proposal.

An independent cost estimate (ICE) should be prepared by staff who are knowledgeable about the services being procured. The ICE is the best 'estimate' as to what the services being procured should cost. The method and degree of analysis is dependent on the complexity of the services being procured. An ICE should be prepared in advance of the receipt of any bids or proposals, amendments or change orders. The ICE is particularly critical whenever there is no price competition (e.g., for architectural and engineering procurements or where only one proposal is received), or when firms submit unusually high price proposals.

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## **VI. PUBLIC WORKS CONTRACTS**

Public Works Contracts over \$6,500 shall be awarded based upon a competitive process as governed by California Public Contract Code.

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## **VII. SUPPLIES AND SERVICES CONTRACTS**

SANBAG shall maintain a list of vendors who have expressed an interest in doing business with the Agency. The list shall include the vendor's primary contact for competitive processes and the vendor's field of expertise as stated by the vendor.

#### **A. Supplies and Services Competitive Processes**

1. Informal Competitive Procurement: Informal competitive procurement procedures will generally be used for purchases in excess of \$5,000, but not exceeding \$25,000. The following general procedures, depending upon the type of purchase, should be used for informal competitive procurement:
  - a. A telephone survey for quotations will generally be taken for purchases of goods and services. In such cases, the buyer specifically identifies the item being purchased. Award of a purchase order will be to the lowest responsive responsible bidder whose bid conforms to the requirements.
  - b. Informal Requests for Quotes or letters may be required if the goods or services being requested require bidders to have more detail. SANBAG will issue a Request for Quotation to a limited number of firms/individuals. Award of a purchase order will be to the responsible bidder whose bid conforms to the requirements and is most advantageous to SANBAG as to price and other factors considered.
  - c. Cooperative Procurements -- SANBAG may contract with the vendor or supplier of any federal, state or local governmental department or agency (Public Agency) that has selected the vendor or supplier after complying with the Public Agency's competitive procurement requirements, and it is in the best interest of SANBAG to do so. SANBAG's Contract Administrator will determine whether the purchase of goods and services directly from the vendor or supplier of a Public Agency is in the best interest of SANBAG based upon price, quality and whether the terms and conditions of the cooperative procurement contract meet SANBAG's necessary requirements.
  - d. SANBAG will document results of all such informal procurement actions.
2. Insurance Requirements

SANBAG's Contract Administrator is responsible for ensuring that all procurement insurance requirements are reviewed and approved by SANBAG's Risk Management Consultant prior to the Request For Proposals (RFP) or Invitation For Bids (IFB) being released, based on the following criteria:

  - a. Procurements that have an anticipated value of \$500,000 or greater, regardless of the procurement type;
  - b. All construction procurements;
  - c. All environmental service procurements;
  - d. All procurements for rail projects;
  - e. All procurements for Service Authority for Freeway Emergencies (SAFE).
3. Formal Competitive Procurements - Request for Proposal/Request for Qualifications: The formal Request for Proposal (RFP)/Request for Qualifications (RFQ) process is used to solicit proposals for services in excess of \$25,000 and for solicitation of proposals less than \$25,000 in instances where this process is deemed appropriate.
  - a. The RFP/RFQ process is a competitive procurement process that requires evaluation of offeror's proposal and qualifications. This competitive procurement process does not require award to the lowest bidder.
  - b. This process applies to professional services contracts and product specific professional and technical consulting contracts, including engineering, environmental, surveying, construction management, and architectural services. These contracts shall be awarded based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG.
  - c. SANBAG will provide RFP packages to vendors identified as providing the specific services being requested in the RFP/RFQ either by mail or other methods.
  - d. SANBAG will maintain a control record as RFP packets are distributed indicating the date and time of distribution. The record shall contain the names and addresses of offerors receiving the

proposal invitations and attendance at pre-proposal conferences, if held. The control record shall be used as a mailing list for the issuance of addendums and as a verification record in the case of vendor protests.

- e. Pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to the offerors, funding, contract type, evaluation criteria, and specific points that should be addressed in each proposal.
- f. The question "Has the firm was ever been terminated from a contract?" will be included in the RFP/RFQ. If the answer is "Yes", the firm will be required to describe the facts and circumstances in detail.

#### 4. Formal Competitive Procurements - Request for Bids

- a. The competitive sealed bid method of procurement is used for purchases in excess of \$25,000:
  - 1) When a complete, adequate and realistic specification or purchase description is available;
  - 2) Two or more responsible suppliers are willing and able to compete effectively; and
  - 3) The procurement lends itself to a firm-fixed price contract and the election of the successful bidder can be made on the basis of price.
- b. A control record will be maintained as invitations for bids are distributed indicating the date, time, and/or place of distribution or notice. The record shall contain the names and addresses of offerors receiving the proposal invitations or posting of the notice. The control record shall be used as a mailing list for the issuance of notices relative to the request for bids and as a verification record in the case of vendor protests.
- c. Award of a contract shall be made to the responsive, responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

### **B. Consultant Selection Process**

#### 1. Authorization to Circulate Request for Proposals (RFP) / Request for Qualifications (RFQ)

- a. The Executive Director, or designee, is authorized to release and advertise Requests for Proposals, Requests for Quotes, and Invitations for Bids, for proposed contracts for which funding has been approved in SANBAG's Annual Budget, and which are estimated not to exceed \$1,000,000.

Staff will obtain Board of Directors approval prior to circulation of any RFP/RFQ/IFB where funding is not in SANBAG's Annual Budget or the anticipated value of the RFP/RFQ/IFB exceeds \$1 Million.

- b. General Counsel is authorized by the Board of Directors to issue Requests for Qualifications from time-to-time for the purpose of creating and maintaining panels of qualified lawyers and law firms to provide legal services. General Counsel will request specific quotes from these panels when the need arises for legal services, and is authorized to directly award contracts up to \$50,000. Award of contracts exceeding \$50,000 would require Board of Directors approval.

#### 2. Preparation and distribution of RFP/RFQ. SANBAG staff and/or contract staff will prepare the scopes of work and the RFP/RFQ.

- 3. Appointment of Selection Team. The Board of Directors, Policy Committees and/or SANBAG staff shall appoint a selection team. A representative of SANBAG member jurisdictions or representatives of SANBAG counterpart agencies shall be invited to participate in the selection of contractors and consultants, when appropriate. Members of the selection team shall be appointed with reference to the discipline involved and the location of the project. When possible, SANBAG staff shall participate in the entire selection process.

#### 4. SANBAG Staff. As used in this policy, the term "SANBAG staff" refers to full-time employees of SANBAG.

- 5. Responses to Queries. Numerous inquiries are typically received during the circulation period for any RFP/RFQ. Relevant information will be provided, and pre-proposal conferences will be held, when appropriate, to discuss the basic requirements such as instructions to offerors, funding, contract type, evaluation criteria, terms, scope, and the selection process. The names of the

selection team are often requested. Relevant technical information will be provided, but names of the selection team shall not be made available prior to formal interviews.

6. Short-listing. Short-listing is the most important part of the process. Narrowing the list to a small set of qualified firms greatly reduces the likelihood of making a poor selection. Ensuring an adequate short-list is therefore very important. Members of the selection team shall review and evaluate all responses to establish a short-list of the most highly qualified firms in preparation for formal interviews.

For SANBAG Major Projects contracts, SANBAG staff and/or contract staff shall review all the statements of qualifications and prepare a single qualitative evaluation for each firm's response to the RFP/RFQ that includes evaluative comments and rationale. Besides the normal criteria, the evaluative comments will focus especially on the following points:

- Understanding of the project.
- Management-structure of the project team.
- Project approach.

This summary evaluation will then be forwarded to the actual selection team for their reference and use. The summary evaluations will be advisory only, and will not provide a ranking or numeric scoring of submittals. Each member of the team must then perform an independent review of the responses. The Director of Project Delivery will then convene the selection team to prepare the short-list.

7. Interviews. The selection team shall convene to interview the short-listed firms. For SANBAG Major Projects contracts, one contract staff member shall be designated as ex officio member to participate during the interview process in questioning and discussion, but shall have no vote, and will not attempt to influence the decision. This will ensure adequate technical expertise and perspective from SANBAG's program interests.
8. Debriefing. An essential part of the selection process is the debriefing of firms that were either not short-listed or not selected. Members of the selection team shall designate one member to meet with unsuccessful proposers to explain the selections that have been made and to offer recommendations for improving future proposals. Contract staff will not participate in the debriefing.

These procedures are intended to ensure that only highly qualified firms matching SANBAG's needs will be selected.

### **C. Sole Source Process**

In those specific instances when it may be necessary or prudent to enter into sole source contracts, specific approval shall be required.

1. All sole source contracts shall be governed by the following guidelines:
  - a. Sole source contracts may be recommended for approval upon a finding of appropriateness and that it is in the best interest of the agency to do so.
  - b. Contracts may be recommended for approval on a sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, and/or in certain instances of demonstrated experience.
  - c. Any recommendation for approval of a contract for which a competitive process has not been completed shall contain justification for the lack of competition.
  - d. Any recommendation to the Board of Directors for sole source procurement must be specifically called out in the agenda item and shall be placed on the discussion calendar.
2. The Executive Director, or designee, is authorized to approve sole source procurements up to \$100,000. Such sole source procurements shall be routinely reported to the Board of Directors.

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## **VIII. LEASING OF REAL PROPERTY**

- A. All lease agreements resulting from call for bids require approval of the SANBAG Board of Directors.

- B. The call for bids shall be posted in at least three public places for not less than 15 days and published for not less than two weeks in a newspaper of general circulation. The highest proposal for the proposed lease submitted in response to a call for bids shall be accepted, or all bids shall be rejected.
- C. Leases for a period not exceeding ten years and having an estimated monthly rental of not more than \$5,000 may be excluded from the bidding procedure specified in the preceding paragraph VIII.B but shall be subject to the following requirements.
1. Notices requesting offers to lease SANBAG property shall be posted in the SANBAG offices. Notices shall also be mailed or delivered at least 15 days prior to accepting offers to lease to any person who has filed written request for notice with SANBAG. Such requests to receive notices shall be renewed annually. Notice shall be published as provided in Government Code Section 6061.
  2. Notices requesting offers to lease SANBAG property shall describe the property proposed to be leased, the terms of the lease, the location where offers to lease the property will be accepted, the location where leases will be executed, and any SANBAG officer authorized to execute the lease.
  3. The Executive Officer, or his/her designee, is authorized to approve and execute leases exempted from the bidding procedures specified in the preceding paragraph VIII.B.
  4. Leases exempt from the bidding procedures specified in the preceding paragraph 11000.8.B are not renewable except by approval of the Board of Directors after a competitive process.
- D. The SANBAG Board of Directors' approval is required on all leases of real property for use by SANBAG, except that the Executive Director, or his/her designee, is authorized to lease real property for a term not to exceed three years and for a rental not to exceed \$2,500 per month. The Executive Director, or his/her designee, is authorized to amend real property leases for improvements or alterations with a total cost not to exceed \$2,500, provided that the amendment does not extend the term of the lease and that no more than two amendments, not exceeding \$2,500 each, are made within a 12-month period.

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## **IX. AMENDMENTS TO CONTRACTS**

From time to time, it may be necessary or convenient to amend contracts. See Par. V.H. for authority to approve and execute contract amendments.

### **A. Professional Services Contracts**

1. In those instances where it has been determined that professional services are required beyond the term of the existing contract, the standard practice shall be for the contract to be reviewed prior to the end of the contracted performance period and assessed relative to (1) the scope and continued need for the function performed, (2) the adequacy of performance under the contract, and (3) other terms and conditions of the agreement.  
  
In certain instances, SANBAG professional services contractors are required to work closely with other public agency partners and SANBAG member jurisdictions. When such a professional services contract is being considered for revised scope or extension, SANBAG will solicit input from the representatives of those public agencies on the performance, demeanor, and timely implementation of work performed by the contractor.
2. Based upon the demonstrated competence and on the professional qualifications of the contractor and upon the particular project needs, professional services contracts may be recommended for extension or be recommended for re-competition.
3. Re-competition for professional services contractors serves to assess the competitive market conditions relative to expertise and pricing for services and may be prudent on a periodic basis. However, where professional services relate to specific on-going projects or levels of unique qualifications, skills, and experience, it may be appropriate to extend such contracts without re-competition. Staff shall analyze each contract based upon the specific project needs and include justification for such recommendation to the Board of Directors.
4. In those instances where it may be prudent for SANBAG staff to recommend against a renewed competitive process, the decision for lack of renewed competitive process may include the following instances:

- a. When the amendments are the result of an increase in the scope of work for the same project, wherein the qualifications and experience required to perform the new tasks were clearly examined as part of the prior competitive process.
- b. When, on the basis of a specific finding or competitive process prior to approval of the original contract, the contractor was determined to be the most qualified and responsive to undertake the work addressed by the contract amendment.
- c. Where the contractor, based upon findings presented to the Board of Directors, of (1) specific qualifications, (2) unique knowledge of the project, or (3) unique knowledge of the work required, is found to be preeminently positioned to perform the work.

**B. Product Specific Professional and Technical Services Consultant Contracts**

1. The Executive Director or Board of Directors may periodically approve amendments to product specific professional and technical services consulting contracts contingent upon contractor performance and negotiation. Amendments may address all contract components, but typically relate to increased cost, the period of performance to accomplish the project, or adjustments to the scope of work.
2. Amendments to increase the cost and/or period of performance of an established scope of work are approved as a matter of prudence and necessity. These result from increased difficulty or range of work effort to accomplish the defined scope. Examples requiring such amendments include actions in response to review comments, the imposition of new state or federal regulations, various design complications, and other factors generally beyond the consultant's control and not anticipated during the initial cost proposal.

**C. Public Works/Construction Contracts**

1. Amendments and change orders to Public Works/Construction contracts shall comply with the California Public Contract Code.
2. The SANBAG Department Directors are authorized to approve Construction Change Orders on all SANBAG Construction Contracts up to the authorized contract contingency amount and subject to the limitations imposed by Section 20142 of Public Contract Code. Change Orders approved by the SANBAG Department Directors will be presented monthly for review and ratification to the appropriate Policy Committee. In the event that the limitation of Public Contract Code Section 20142 is exceeded, prior approval of the SANBAG President must be obtained.

**X. STANDARD OF ETHICS**

- A. No SANBAG employee shall solicit, demand or accept from any person anything of a monetary value for or because of any action taken, or to be taken, in the performance of his or her duties. An employee failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SANBAG, including possible dismissal.
- B. No SANBAG employee shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to such SANBAG employee by blood, marriage, or by common commercial or financial interest. An employee failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by SANBAG, including possible dismissal.

**XI. REVISION HISTORY**

Revision No.	Revisions	Adopted
0	New Policy. Adopted by the Board of Directors	01/03/97
1	Modified Para. 11000.10	01/07/98
2	Modified Para. 11000.7.2	01/07/98
3	Deleted & replaced Para. 11000.7.3	01/07/98
4	Added Para. 11000.10 B	03/04/98
5	Modified Para. 11000.10	06/03/99
6	-Added Para. 11000.7.2.f -Modified Para. 11000.7.3.5.B -Modified Para. 11000.9.3.2	09/01/99

Revision No.	Revisions	Adopted
7	-Added new Para. 11000.5.G -Re-identified Para. 11000.5.H (was Para. 11000.5.G) and revised to add "...or the Plans and Programs Committee . . ." -Re-identified Para. 11000.5.I (was Para. 11000.5.H) -Moved Para. 11000.7.5.3 to new paragraph 11000.7.5.1.d and added "...and shall be placed on the discussion calendar." -Added Para 11000.12 REVISION HISTORY	07/05/00
8	-Revised Par. 11000.2 DEFINITIONS to REFERENCES and added Policy 10025, Guidelines for Agenda Materials. -Revised Paragraphs 11000.5.H and 11000.5.I -Re-numbered original Par. 11000.5.I to 11000.5.J -Deleted Par. 11000.10 POLICY GOVERNING DISADVANTAGED BUSINESS ENTERPRISES; re-numbered original Paragraphs 11000.11 and 11000.12 to 11000.10. and 11000.11.	01/09/02
9	Par. IX.A.1: Added additional paragraph "In certain instances, SANBAG professional services contractors are required to work closely with other public agency partners...". Re-formatted paragraph numbering to match current policy format, e.g., 11000.1 PURPOSE changed to I. PURPOSE.	07/02/03
10	Eliminated the Local Preference Policy – Paragraph VII.C; subsequent paragraphs VII.D and E renumbered to VII.C and D.	11/07/07
11	Par. IV.E.2 and 3: Increased the Executive Director's authority for approving Purchase Orders from \$25,000 to \$50,000.	12/03/08
12	Revised the "Director of Freeway Construction" to "Director of Project Delivery". Par. VII.D.2: Increased the Executive Director's authority for approving sole source procurements from \$25,000 to \$50,000. All other changes in language were made for clarity.	10/06/10
13	Par. V.K: Added authorization for SANBAG General Counsel to award and execute legal services agreements up to \$50,000. Par. VII.B.1.b: Added authorization for SANBAG General Counsel to issue RFQs.	07/11/12
14	Par. IX.C: Changed 'Director of Project Delivery' to 'SANBAG Department Directors'. Par. V.F: Changed the maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, to five years (was three years).	08/01/12
15	Par. V.L: Added Requirement for Independent Cost Estimates. Adopted by Board of Directors on 10/3/12, Agenda Item 6.	10/03/12
16	Par. VII.A.2: Added Insurance Requirements. Par. VII.C: Major Projects Negotiating Guidelines removed since Policy 34504, Major Projects Program, Contract Negotiation Guidelines, was repealed on 9/5/12 (Board Agenda Item 5). Par. VII.D, Sole Source Process renamed to Par. VII.C..	11/07/12
17	Par. VII.A.1.c: Deleted "Use of electronic quotation systems operating within San Bernardino County" and replaced with language on Cooperative Procurements.	12/05/12
18	Changes approved by the Board of Directors on February 6, 2013, Agenda Item 32. Approve modifications, granting the SANBAG Executive Director or designee, contracting and/or signature authority as follows: 1. To release and advertise Requests for Proposals, Request for Quotes and Invitation for Bids, for proposed contracts for which funding has been approved in SANBAG's Annual Budget, and which are estimated not to exceed \$1,000,000. 2. To approve and execute all purchase orders and contracts up to \$100,000; and 3. To approve and execute contract amendments that meet at least one of the following criteria: a. Amendments with zero dollar value; b. Amendments to exercise the option term(s) set out in contracts approved by the SANBAG Board of Directors; or c. Amendments that cumulatively do not exceed 50% of the original contract value or \$100,000 individually whichever is less. Paragraphs IV.E.3, V.B, V.H, VII.B.1.a, VII.C.2, IX, and IX.B revised to incorporate these changes. Par. V.H: Revised to incorporate Board-approved agenda items (9/5/12 Agenda Item 7 and 11/7/12 Agenda Item 28) on the renaming and deletion of policy committees.	02/06/13
19	Change approved by the Board of Directors on May 1, 2013, Agenda Item 6. VII.B.3. Removed "In this instance of SANBAG's Major Projects contracts, the selection team shall consist of 2 Caltrans representatives and 3 representatives from member counterpart agencies, or members of the Board of Directors or their designees."	05/01/13



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

*Minute Action*

AGENDA ITEM: 8

**Date:** April 9, 2014

**Subject:** Annual agreement between the State of California Department of Transportation (Caltrans) and San Bernardino Associated Governments (SANBAG), for the Freeway Service Patrol Program Funding

**Recommendation:**\* Approve Agreement No. R14130 between State of California Department of Transportation and San Bernardino Associated Governments to accept State Freeway Service Patrol Program funds for the operation and management of Freeway Service Patrol Services in a not-to-exceed amount of \$1,442,231, and to match those funds with Department of Motor Vehicle/Service Authority for Freeway Emergency funds in the amount of \$360,558, for a total contract not-to exceed amount of \$1,802,789, as outlined in the Financial Impact Section.

**Background:** San Bernardino Associated Governments (SANBAG) began pursuit of funding for the Freeway Service Patrol (FSP) with the first State FSP allocation in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak periods of congestion to assist motorists with their disabled vehicles. The stretch of highway that the fleet roams up and down is referred to as a "Beat". Over the years, the FSP program has demonstrated many benefits to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicular emissions and secondary incidents. SANBAG began its program in January 2006, and now has eight (8) separate Beats in operation. The service is provided at peak commute hours Monday

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*      *Second:*

*In Favor: Opposed: Abstained:*

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA		SAFE	X	CMA	X
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*Check all that apply.*

BRD1404a-jh

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/R14130.pdf>

through Friday with two shifts: one from 5:30 a.m. to 8:30 a.m. and one from 3:00 p.m. to 7:00 p.m.

The program is managed through SANBAG staff and is supervised in the field by the California Highway Patrol (CHP).

The FSP program currently operates on the following freeway segments:

- Beat 1: I-10 Indian Hill (LA County line) to Haven Avenue
- Beat 2: I-10 Haven Avenue to Sierra Avenue
- Beat 3: I-10 Sierra Avenue to Waterman Avenue
- Beat 4: SR-60 Reservoir Street (LA County line) to Milliken Avenue
- Beat 5: I-15 Jurupa Street (Riverside County line) to Summit Avenue
- Beat 6: I-215 Center Street (Riverside County line) to 2<sup>nd</sup> Street
- Beat 7: I-215 2<sup>nd</sup> Street to Palm/Kendall Avenue
- Beat 8: I-10 Waterman Avenue to University

This program is funded through a combination of two (2) funding sources: State FSP Funds and Department of Motor Vehicle/Service Authority for Freeway Emergency (DMV/SAFE) funds. State FSP funds are allocated on an annual basis to participating agencies through a formula that is based on population, urban freeway lane miles, and levels of congestion within those areas. Please refer to the attached agreement, which stipulates the Fiscal Year 2014/2015 State contribution in the amount of \$1,442,231 (80% of total participating costs), and the required local match DMV/SAFE of \$360,558 (20% of total participating costs), for a total funding of \$1,802,789. State funds must be expended within three (3) Fiscal Years of obligation; therefore, any funds not claimed in the current Fiscal Year may be carried over and expended in subsequent years.

This program has had great success since its launch in January 2006. Sixteen tow trucks on eight (8) beats cover more than 64 freeway miles in San Bernardino County and have assisted more than 270,000 stranded motorists.

Upon approval of this agreement by the SANBAG Board, this agreement shall be signed by the SANBAG Board President, who has the full authorization of the Board to sign this fund transfer agreement.

**Financial Impact:** This item will be consistent with the adopted Fiscal Year 2014/2015 budget for Task 0704. Approval of this item will provide \$1,442,231 in state FSP revenue and will authorize \$360,558 in local match from Department of Motor Vehicle, Service Authority for Freeway Emergency funds. These funds will be used over the next three (3) years.

Board Agenda Item  
April 9, 2014  
Page 3

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 12, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the agreement.

**Responsible Staff:** Duane A. Baker, Director of Management Services

## CONTRACT SUMMARY SHEET

Contract No. R 14130 Amendment No. \_\_\_\_\_

By and Between

San Bernardino Associated Governments and California Department of Transportation

Contract Description Fund Transfer Agreement for Freeway Service Patrol

<b>Board of Director's Meeting Date:</b> April 9, 2014	
<b>Overview of BOD Action:</b> Approve Agreement R14130 with California Department of Transportation.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	1,442,231	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>0</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 1,442,231</b>

Contract Start Date 7/1/2013	Current Contract Expiration Date 6/30/2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0704</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? 80% state 20% DMV/SAFE				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the <b>Overall Funding</b> for the duration of the Contract:				
Will continued to be paid by Caltrans depending on each project.				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Retention? If yes, indicate % ____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal ____ %	

JENNY HERRERA	
Project Manager (Print Name)	Signature
DUANE BAKER	
Task Manager (Print Name)	Signature
Andrea Zureick	
Dir. of Fund Admin. & Programming (Print Name)	Signature
Jeffery Hill	
Contract Administrator (Print Name)	Signature
William Stawarski	
Chief Financial Officer (Print Name)	Signature

FREEWAY SERVICE PATROL PROGRAM  
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP14-6053(114)  
Project No. FSP14-6053(114)

Location: 08-SBD-Var-SBAG  
AMS Adv ID:0814000064

THIS AGREEMENT, effective on July 1, 2013, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the San Bernardino Associated Governments, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

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

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

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol for FY 2013-2014, hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds	
\$1,802,789.00	\$1,442,231.00	\$360,558.00	; and

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

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

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

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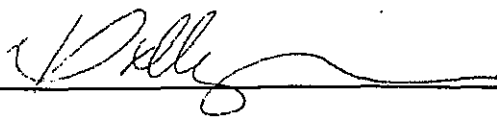
For Caltrans Use Only

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

---

Accounting Officer | Date | \$



10/1/13

NOW, THEREFORE, the parties agree as follows:

## SECTION I

### STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any, that is to be funded under the FSP program.
2. To pay ADMINISTERING AGENCY the STATE's share, in amount not to exceed \$1,442,231.00, of eligible participating PROJECT costs.
3. To deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of \$230,756.96. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. The initial deposit will be calculated at 16% of the STATE's total share.
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

## SECTION II

### ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this Agreement.
3. To use all state funds paid hereunder only for those transportation-related PROJECT purposes that conform to Article XIX of the California State Constitution.
4. STATE funds provided to ADMINISTERING AGENCY under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY. Said administrative costs may be credited toward ADMINISTERING AGENCY's PROJECT matching funds provided claimed

administrative costs are specified on ADMINISTERING AGENCY's invoice submittal. If said administrative costs are "indirect", as defined in 2 CFR, Part 225, Cost Principles for State and Local Government, the costs must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), reviewed and approved by STATE's Office of Audits and Investigation, for each applicable fiscal year.

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures, in compliance with 49 Code of Federal Regulations (CFR) Part 18.36.

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

7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual (LAPM). Invoicing shall demonstrate ADMINISTERING AGENCY'S PROJECT participation by showing a matched expenditure of funds of at least 25% of the amount provided by the STATE. ADMINISTERING AGENCY invoices shall be submitted to:

State of California  
Department of Transportation  
Division of Traffic Operations, MS 36  
Office of System Management Operations  
1120 "N" Street  
Sacramento, CA 94274-0001

8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the address referenced above under Section II, Article 7. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed to STATE under this Agreement.

## 9. COST PRINCIPLES

A) ADMINISTERING AGENCY agrees to comply with, and require all project sponsors to comply with, 2 CFR, Part 225, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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

Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

#### 10. THIRD PARTY CONTRACTING

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

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions (Section II, Paragraphs 9, 11, 12, & 13) of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

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

#### 11. ACCOUNTING SYSTEM

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

#### 12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors, and subcontractors, and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make

such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

### 13. TRAVEL AND SUBSISTENCE

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

### 14. SINGLE AUDIT

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

## SECTION III

### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2013.
2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.
3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING

AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify, and save harmless the State of California, its officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority, or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

6. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify, and save harmless ADMINISTERING AGENCY, its officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. ADMINISTERING AGENCY shall define in PROJECT contract who shall take ownership of all equipment at the conclusion of the Project.

8. ADMINISTERING AGENCY and its sub-contractors will comply with all applicable Federal and State laws and regulations, including but not limited to, 2 CFR, Part 225, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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

10. This Agreement shall terminate on June 30, 2016. However, the non-expendable equipment and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

San Bernardino Associated Governments

Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Office of Project Implementation, South  
Division of Local Assistance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



RESOLUTION No. 14-012

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION  
COMMISSION, AUTHORIZING DESIGNATED OFFICIALS TO EXECUTE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION AGREEMENTS, ORDINANCES AND  
RESOLUTIONS

Whereas, the San Bernardino County Transportation Commission (Commission) is authorized under state law, including Sections 130000 et seq, of the California Public Utilities Code, to enter into binding agreements with public and private parties for a variety of purposes, and also to enact resolutions and ordinances; and

Whereas, the Commission is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

Whereas, various agreements, including but not limited to Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Contribution/Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

Whereas, the Commission wishes to authorize designated officials to execute agreements, and any amendments thereto with the California Department of Transportation on the behalf of the Commission.

Now, therefore, be it resolved by the San Bernardino County Transportation Commission, as follows:

Section 1. The Chairperson of the Commission shall be authorized to execute agreements, resolutions and ordinance on behalf of the Commission, including but not limited to Master Agreements, Program Supplemental Agreements , Fund Exchange Agreements and/or Fund Contribution/Transfer Agreements with the California Department of Transportation, which have been approved by the Commission. When the Chairperson is not available, the Vice-Chairperson shall be so empowered.

Section 2. The Executive Director shall be authorized to execute agreements on behalf of the Commission, including but not limited to Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Contribution /Transfer Agreements with the California Department of Transportation, which have been approved by the Commission.

Section 3. Where it is necessary for the signature of the Chairperson, Vice-Chairperson, and Executive Director to be attested, the Clerk of the Commission or her designee shall be authorized to attest as to the authenticity of such signature.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the San Bernardino County Transportation Commission held on March 5, 2014.

\_\_\_\_\_  
W.E Jahn, Commission Chairperson

ATTEST:

\_\_\_\_\_  
Clerk of the Commission



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

*Minute Action*

AGENDA ITEM: 9

**Date:** April 9, 2014

**Subject:** Update on the progress of the Inland Empire 511 system

**Recommendation:\*** Receive information on the progress of the Inland Empire 511 system since its launch in April 2010.

**Background:** In May 2009, San Bernardino Associated Governments (SANBAG) and the Riverside County Transportation Commission (RCTC) Board of Directors took action to develop and implement an Inland Empire only 511 system (IE511). In November 2009, a beta version of the system was available. Transitioning of the multiple phone carriers to point to the IE511 system was a challenge, as the two (2) counties together are larger than ten (10) states. On April 7, 2010, SANBAG and RCTC announced the program's launch at the SANBAG Board meeting. IE511 was the first 511 system to begin operations in the Los Angeles Metropolitan area.

Nearly three (3) years since its launch, the system has had great success and usage. More than 1.6 Million callers and more than 1.3 Million website visitors have benefitted, and in 2013, the IE511 system had more than 300,000 callers and more than 470,000 website visitors. IE511 provides a source of information for all transportation needs including transit, rideshare, and real time traffic and incident information. There are three (3) ways to access the system: online at ie511.org from either a home computer or smart phone version, downloading the smartphone Application for Android and Apple, dialing 5-1-1 from a cell phone or landline within San Bernardino and Riverside counties, or if outside of the Inland Empire, the system can be reached by dialing 1-877-MYIE511.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

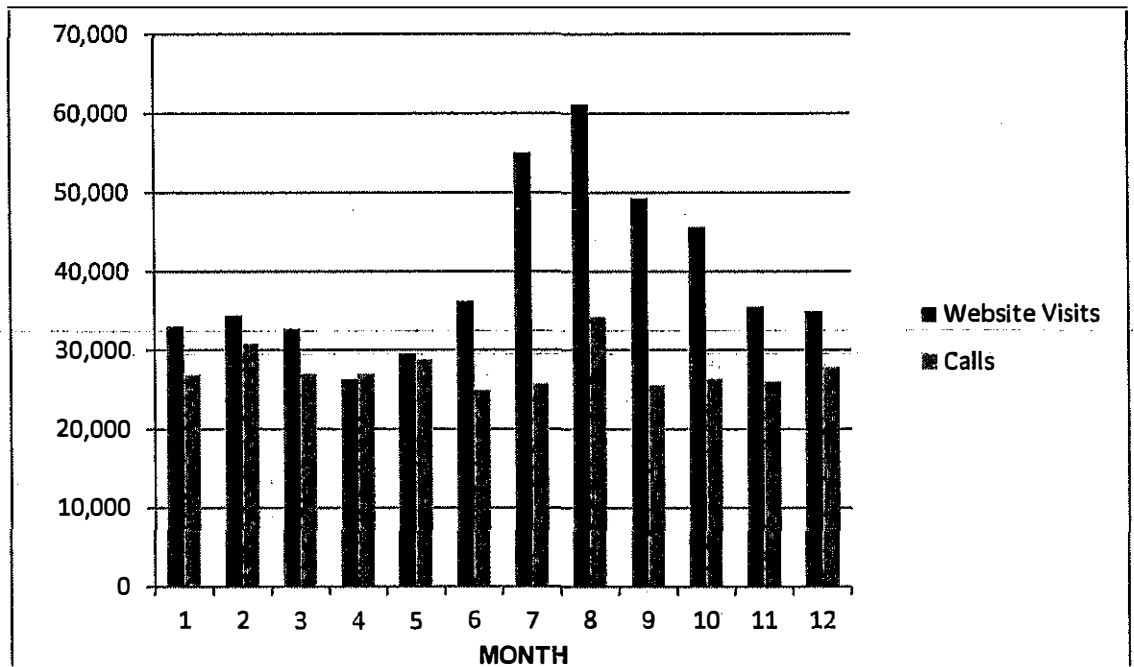
*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA	X	SAFE		CMA	X
-----	--	-----	---	-----	---	------	--	-----	---

Check all that apply.

Below is a graph of the systems activity for 2013. The website usage continues to exceed the phone use, which has been a goal in the marketing of IE511 in an effort to reduce costs:



In 2012, a smartphone application for Apple and Android was launched, which has had more than 30,000 downloads to date.

Since the launch date, SANBAG and RCTC have made great efforts in marketing the program. Marketing the system has been key in spreading the word about the system and gaining users. Marketing efforts include:

- KVCR Partnership – IE511 is featured as the primary source of traffic information
- Android and Apple smartphone application : IE511
- Installation of more than 80 IE 511 freeway signs
- IE511 brochures
- Radio advertisements
- Newspaper advertisements
- Other print media such as the “Inland Empire Magazine”
- Billboard advertisements
- Facebook/Twitter pages- where followers are notified immediately of major highway incidents and sig alerts.

Users can also visit IE511's YouTube channel for an informative video on how to use the IE511 system. <http://www.youtube.com/user/IE511>

We also encourage travelers to "Know Before You Go" by accessing IE511 prior to getting on the road for their daily commutes.

***Financial Impact:*** This item has no impact to the Fiscal Year 2013/2014 SANBAG budget.

***Reviewed By:*** This item was received by the General Policy Committee on March 12, 2014.

***Responsible Staff:*** Duane A. Baker, Director of Management Services



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

*Minute Action*

AGENDA ITEM: 10

**Date:** April 9, 2014

**Subject:** Amendments to two (2) Freeway Service Patrol Contracts to extend their terms by three (3) months, and increasing contract amounts

**Recommendation:**\* That the Board of Directors, acting in its capacity as the San Bernardino County Transportation Commission:

1. Approve Amendment No. 4 to Contract No. C09138 with Pepe's Towing Services, Inc. for Beat 2 to extend the contract term by three (3) months to July 31, 2014, and increase the contract amount by \$56,592, for a revised not-to-exceed amount of \$1,049,387; and
2. Approve Amendment No. 4 to Contract No. C09140 with Steve's Towing for Beat 5 to extend the contract term by three (3) months to July 31, 2014, and increase the contract amount by \$53,448, for a revised not-to-exceed amount of \$911,373.

**Background:** The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions, as well as reducing traffic delays, vehicular emissions and secondary incidents. There are eight (8) separate areas (known as Beats) within the selected San Bernardino County freeways where FSP services

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*      *Second:*

*In Favor:*    *Opposed:*    *Abstained:*

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA		SAFE	X	CMA	X
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*Check all that apply.*

BRD1404e-jh

Attachments:

- <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C09140-04%20Steves%20Towing.doc>
- <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C09138-04%20Pepes%20Towing%20Services%20Inc.doc>

are provided and cover over 60 centerline highway miles. Approximately 3,000 motorists are assisted each month through the San Bernardino County FSP Program.

In October 2013, staff released RFP No. 14009 seeking proposals for Beats 1, 2, and 5. Due to the low number of proposals received, staff believed it was necessary to do a more thorough recruitment and outreach to many Inland Empire tow companies. Staff decided to recommend award of only Beat 1 to a new FSP firm and decided to recommend re-release of Beats 2 and 5 for a more competitive Request for Proposal process. Staff is currently in the procurement process for Beats 2 and 5 under RFP No. 14010 and is asking for the Board to approve the extension of the contracts with current operators on Beats 2 and 5 to continue service with no interruption.

In February 2009, the Board of Directors approved the selection of Steve's Towing and Pepe's Towing Services, Inc. to provide FSP services on Beats 2 and 5, respectively. Beat 2 provides coverage along I-10 from Haven Avenue to Sierra Avenue. Beat 5 provides coverage along I-10 from Jurupa Street (Riverside County line) to Summit Avenue.

In January 2012, the Board of Directors approved amendments to both of these contracts to exercise the first year options to extend. In February 2013, the Board of Directors approved amendments to both contracts to exercise the second and final option year extensions. Both companies have provided excellent service to the FSP Program throughout the past four (4) years as they have assisted stranded motorists quickly, professionally, and safely.

To avoid service interruption, staff requests that the Board approve Amendment No. 4 to Contract No. C09138 with Pepe's Towing Services, Inc. and Amendment No. 4 to Contract No. C09140 with Steve's Towing to extend the terms and increase the not-to-exceed amounts and rates of compensation of the contracts for the continuation of FSP Services through July 31, 2014.

**Financial Impact:** Contract amendment costs have been included in the Fiscal Year (FY) 2013/2014 budget for Task No. 0704, totaling \$110,102. The source of funds is a combination of State FSP funds and Department of Motor Vehicles funds. The remaining contract amount is incorporated into the FY 2014/2015 budget.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 12, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the amendments.

**Responsible Staff:** Duane A. Baker, Director of Management Services

## CONTRACT SUMMARY SHEET

Contract No. C 09138 Amendment No. 4

By and Between

San Bernardino Associated Governments and Pepe's Towing Service, Inc.

Contract Description Freeway Service Patrol along Beat #2

**Board of Director's Meeting Date:** April 9, 2014  
**Overview of BOD Action:** Approve Amendment 4 to C09138 with Pepe's Towing FSP Beat 2.

Is this a Sole-Source procurement?  Yes  No

CONTRACT OVERVIEW			
Original Contract Amount	\$	570,105	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	992,795	Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$	56,592	Contingency Amendment
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>1,049,387</b>	<b>TOTAL CONTINGENCY VALUE</b>
			\$ 0
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>			<b>\$ 1,049,387</b>

Contract Start Date <u>2/4/2009</u>	Current Contract Expiration Date <u>4/30/2014</u>	Revised Contract Expiration Date <u>7/31/2014</u>
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Has the contract term been amended?  No  Yes - please explain.

FINANCIAL INFORMATION
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0704</u> .
<input type="checkbox"/> A Budget Amendment is required.
How are we funding current FY? <u>80% FSP State Funds, 20% DMV/SAFE Revenues</u>
<input type="checkbox"/> Federal Funds   <input checked="" type="checkbox"/> State Funds   <input checked="" type="checkbox"/> Local Funds   <input type="checkbox"/> TDA Funds   <input type="checkbox"/> Measure I Funds
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i> <u>Will continued to paid for by 80% STATE FSP funds and 20% local funds.</u>
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable

CONTRACT MANAGEMENT INFORMATION
<b>Check all applicable boxes:</b>
<input type="checkbox"/> Retention? If yes, indicate % _____.
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %

<u>Jenny Herrera</u>	
Project Manager (Print Name)	Signature
<u>Duane A. Baker</u>	<u>2/25/14</u>
Task Manager (Print Name)	Date
<u>Andrea Zucack</u>	<u>2-26-14</u>
Dir. of Fund Admin. & Programming (Print Name)	Signature
<u>Jeffery Hill</u>	<u>3/3/14</u>
Contract Administrator (Print Name)	Date
<u>William Stawarski</u>	<u>2/27/14</u>
Chief Financial Officer (Print Name)	Signature
	<u>3/4/14</u>
	Date

**Amendment No. 4 to Contract No. C09138**

**By and Between**

**SANBAG**

**And**

**PEPE'S TOWING SERVICES, INC.**

**For**

**FREEWAY SERVICE PATROL FOR BEAT #2  
WITHIN SAN BERNARDINO COUNTY**

This Amendment No. 4 ("Amendment") to Contract for Freeway Service Patrol for Beat #2 is made and entered by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission ("SANBAG") and Pepe's Towing Services, Inc. ("CONTRACTOR").

A. SANBAG and CONTRACTOR are parties to Contract No. C09138 effective February 4, 2009 (the "Contract"), wherein SANBAG engaged CONTRACTOR to provide Freeway Service Patrol services along Beat #2 within San Bernardino County ("SERVICES"); and

B. Contract grants SANBAG the ability to award CONTRACTOR additional work that is determined necessary for the proper completion of the services.

C. SANBAG and CONTRACTOR desire to amend the Contract to reflect SANBAG's ability to award additional work to CONTRACTOR depending on the needs of the program under Contract Section 3.22.6 ("Extra Work), extending the Contract term by three months to July 31, 2014, and increasing the Contract amount by \$56,592 and the rate of compensation for performing the SERVICES for an additional three months.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

"The term of this Contract shall be shall from February 4, 2009 through July 31, 2014, and shall not exceed One million, forty-nine thousand, three hundred eighty-seven dollars and no cents (\$1,049,387.00), unless earlier terminated as provided herein."

2. Exhibit A of the Contract is deleted and replaced with Exhibit A, Compensation and Payment, attached to this Amendment and incorporated herein by this reference.
3. All other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

4. The Recitals above are true and correct and are incorporated into and made a part of this Amendment.
5. The Effective Date of Amendment No. 4 is the date this Amendment is executed by SANBAG.

**PEPE'S TOWING SERVICES, INC.**

**SANBAG**

By: \_\_\_\_\_  
Manuel Acosta  
President

By: \_\_\_\_\_  
W.E. Jahn  
SANBAG President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

## EXHIBIT "A"

### Compensation and Payment

**Overview Contract No. 09138 with Pepe's Towing for Beat 2**

**Contract Term 2/4/2009-7/31/2014**

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$15,862.00	\$31,724.00
2009/2010	1,757	88	1,845	\$95,017.50	\$190,035.00
2010/2011	1,757	88	1,845	\$95,017.50	\$190,035.00
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$79,155.50	\$158,311.00
<b>Initial Term Subtotal:</b>	<b>5,271</b>	<b>264</b>	<b>5,535</b>	<b>\$285,052.50</b>	<b>\$570,105.00</b>
FY2011/2012 (5/1/12 through 6/30/12)	293	15	308	\$15,554.00	\$31,108.00
FY2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	\$77,618.50	\$155,237.00
<b>1<sup>st</sup> Option Year Subtotal:</b>	<b>1,757</b>	<b>88</b>	<b>1,845</b>	<b>\$93,172.50</b>	<b>\$186,345.00</b>
FY 2012/2013 (5/1/13 through 6/30/13)	293	15	308	\$15,554.00	\$31,108.00
FY 2013/2014 (7/1/13 through 4/30/14)	1,464	73	1,537	\$77,618.50	\$155,237.00
<b>2<sup>nd</sup> Option Year Subtotal:</b>	<b>1,757</b>	<b>88</b>	<b>1,845</b>	<b>\$93,172.50</b>	<b>\$186,345.00</b>
<b>Extra work Period 5/1/14-7/31/14</b>	<b>490</b>	<b>34</b>	<b>524</b>	<b>\$28,296.00</b>	<b>\$56,592.00</b>
<b>Contract Total:</b>					<b>\$1,049,387</b>

Average Annual Hours Per Truck Per Beat      1,757

Hourly Rate for Initial Contract Term  
and Option Yr. #1 and #2      \$50.50

Hourly Rate for extra work period 5/1/14-7/31/14      \$54.00

Note: Two primary FSP Trucks are required

## CONTRACT SUMMARY SHEET

Contract No. C 09140 Amendment No. 4

By and Between

San Bernardino Associated Governments and Steve's Towing

Contract Description Freeway Service Patrol along Beat #5

**Board of Director's Meeting Date:** April 9, 2014  
**Overview of BOD Action:** Approve Amendment 4 to C09140 with Steve's Towing FSP Beat 5.

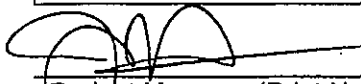
Is this a Sole-Source procurement?  Yes  No

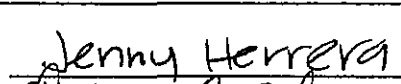
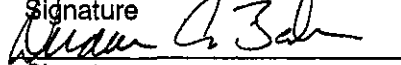

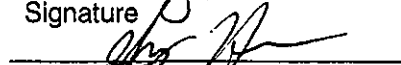

CONTRACT OVERVIEW			
Original Contract Amount	\$	514,755	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	857,925	Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$	53,448	Contingency Amendment
<b>TOTAL CONTRACT VALUE</b>	\$	<b>911,373</b>	<b>TOTAL CONTINGENCY VALUE</b>
			\$ 0
<b>TOTAL BUDGET AUTHORITY</b> <i>(contract value + contingency)</i>			\$ 911,373

Contract Start Date 2/4/2009	Current Contract Expiration Date 4/30/2014	Revised Contract Expiration Date 7/31/2014
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0704</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? 80% FSP State Funds, 20% DMV/SAFE Revenues				
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the <b>Overall</b> Funding for the duration of the Contract:				
Will continued to paid for by 80% STATE FSP funds and 20% local funds.				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

  
 Project Manager (Print Name)  
Duane A. Baker  
 Task Manager (Print Name)  
Andrea Zureick  
 Dir. of Fund Admin. & Programming (Print Name)  
Jeffery Hill  
 Contract Administrator (Print Name)  
William Staworki  
 Chief Financial Officer (Print Name)

 2/25/14  
 Signature Date  
 2-26-14  
 Signature Date  
 3/3/14  
 Signature Date  
 2/27/14  
 Signature Date  
 3/9/14  
 Signature Date

**Amendment No. 4 to Contract No. C09140**

**By and Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**And**

**STEVE'S TOWING**

**For**

**FREEWAY SERVICE PATROL FOR BEAT #5  
WITHIN SAN BERNARDINO COUNTY**

This Amendment No. 4 ("Amendment") to Contract for Freeway Service Patrol for Beat #5 is made and entered into on the Effective Date by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission ("SANBAG") and Steve's Towing ("CONTRACTOR").

A. SANBAG and CONTRACTOR are parties to Contract No. C09-140 effective February 4, 2009 (the "Contract"), wherein SANBAG engaged CONTRACTOR to provide Freeway Service Patrol services along Beat #5 within San Bernardino County ("SERVICES"); and

B. Contract grants SANBAG the ability to award CONTRACTOR additional work that is determined necessary for the proper completion of the SERVICES.

C. SANBAG and CONTRACTOR desire to amend the Contract to reflect SANBAG's ability to award CONTRACTOR additional work depending on the needs of the program under Contract Section 3.22.6 ("Extra Work"), extending the Contract term by three months to July 31, 2014, and increasing the Contract amount by \$53,448 and the rate of compensation for performing the SERVICES for an additional three months.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

"The term of this Contract shall be shall from February 4, 2009 through July 31, 2014, and shall not exceed Nine hundred eleven thousand, three hundred and seventy-three dollars and no cents (\$911,373.00), unless earlier terminated as provided herein."

2. Exhibit A of the Contract is deleted and replaced with Exhibit A, Compensation and Payment, attached to this Amendment and incorporated herein by this reference.
3. All other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

4. The Recitals above are true and correct and are incorporated into and made a part of this Amendment.
5. The Effective Date of Amendment No. 4 is the date this Amendment is executed by SANBAG.

**STEVE'S TOWING**

**SANBAG**

By: \_\_\_\_\_  
Miguel Leyva  
Owner

By: \_\_\_\_\_  
W.E. Jahn  
SANBAG President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

## EXHIBIT "A"

### Compensation and Payment

**Overview Contract No. 09140 with Steve's Towing for Beat 5**

**Contract Term 2/4/2009-7/31/2014**

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2008/2009 (5/1/09 through 6/30/09)	293	15	308	\$14,322.00	\$28,644.00
2009/2010	1,757	88	1,845	\$85,792.50	\$171,585.00
2010/2011	1,757	88	1,845	\$85,792.50	\$171,585.00
2011/2012 (7/1/11 through 4/30/12)	1,464	73	1,537	\$71,470.50	\$142,941.00
<b>Initial Term Subtotal:</b>	<b>5,271</b>	<b>264</b>	<b>5,535</b>	<b>\$257,377.50</b>	<b>\$514,755.00</b>
FY2011/2012 (5/1/12 through 6/30/12)	293	15	308	\$14,322.00	\$28,644.00
FY2012/2013 (7/1/12 through 4/30/13)	1,464	73	1,537	\$71,470.50	\$142,941.00
<b>1<sup>st</sup> Option Year Subtotal:</b>	<b>1,757</b>	<b>88</b>	<b>1,845</b>	<b>\$85,792.50</b>	<b>\$171,585.00</b>
FY 2012/2013 (5/1/13 through 6/30/13)	293	15	308	\$14,322.00	\$28,644.00
FY 2013/2014 (7/1/13 through 4/30/14)	1,464	73	1,537	\$71,470.50	\$142,941.00
<b>2<sup>nd</sup> Option Year Subtotal:</b>	<b>1,757</b>	<b>88</b>	<b>1,845</b>	<b>\$85,792.50</b>	<b>\$171,585.00</b>
<b>Extra Work for 5/1/14-7/31/14</b>	<b>490</b>	<b>34</b>	<b>524</b>	<b>\$26,724.00</b>	<b>\$53,448.00</b>
<b>Contract Total:</b>					<b>\$911,373.00</b>

Average Annual Hours Per Truck Per Beat      1,757

Hourly Rate for Initial Contract Term  
and Option Yr. #1 and #2      \$46.50

Hourly Rate for Extra Work 5/1/14-7/31/14      \$51.00

Note: Two primary FSP Trucks are required



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

*Minute Action*

AGENDA ITEM: 11

**Date:** April 9, 2014  
**Subject:** State and Federal Legislative Update  
**Recommendation:\*** Receive State and Federal Update.  
**Background:** State Update

Recently, the newly formed California State Transportation Agency (CalSTA) released a set of reports that, together, formulate a new vision for transportation investments in California. Some of the recommendations are welcomed, including a recognition that significant structuring of the California Department of Transportation (Caltrans) may be needed to reflect future priorities for the state and to provide for a more nimble organization that is ready to respond to the needs of the transportation system.

Other portions of the reports raise some significant concerns about the proposed restructuring of existing transportation revenue sources and a loss of local control. These proposals would require legislative changes and, if implemented, could jeopardize SANBAG's carefully structured funding programs for our most critical transportation projects.

\*

*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.

BRD1404a-wvs

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1404/AgendaItems/BRD1404aI-wvs.rtf>

*California Transportation Infrastructure Priorities*

The California Transportation Infrastructure Priorities (CTIP) report released in February 2014 contains a set of interim recommendations that CalSTA will consider for inclusion as near-term action items, while continuing to focus the work group on long-term funding options and additional policy changes that may be needed.

The report's vision for the state's future transportation system is built upon the following five pillars: preservation, innovation, integration, reform, and funding. The report recognizes the benefits of recently expanded design-build authority and an increased state focus on goods movement under the California Freight Advisory Committee (CFAC).

The near-term priorities largely reflect the Governor's January budget proposal, including investments in rail modernization and high-speed rail, sustainable communities, low carbon transportation, the early repayment of transportation loans, and the allocation of the remaining Proposition 1B funds. Longer term proposals include expanding available local funding sources for transportation, the exploration of a mileage-based user fee in California, and expanded congestion pricing and express lane authority for corridor needs.

Unfortunately, the CTIP report also contains a few items of concern to SANBAG. Most notably, the report seems to question whether local sales tax measures are properly considering interregional and statewide needs. The report also states that these measures expand the state highway system without providing proper consideration for funding for the future maintenance of the system. It further seems to indicate that the development of local sales tax measures is at least partly to blame for the marginalization of Caltrans within the system and its reduced leadership role. In order to help address these issues, the report recommends a restructuring of the State Transportation Improvement Program (STIP) to help the state more effectively address mobility, safety, sustainability, and economic objectives.

*SSTI Assessment – California Department of Transportation*

The State Smart Transportation Initiative (SSTI), part of the University of Wisconsin, was contracted by CalSTA to review the operations, organization, and mission of Caltrans and make recommendations for improvement. Their final report was released in January 2014 and includes findings that Caltrans' mission, vision and goals are not in alignment with current conditions or demands, skills and resources are not properly aligned to meet those demands, and that their management systems are inadequate to address those needs going forward.

There are a number of positive recommendations in the highly detailed report. SSTI recognizes that Caltrans has been slow and resistant to change and is therefore resourced in an unbalanced way, often underfunding the programs where demands are increasing and overfunding programs that require less focus over time. The organization is still oriented towards delivering and building projects, rather than participating in the system as a partner and overall vision leader. The report also criticizes Caltrans for not responding to shifts at the state level to focus on sustainable transportation and system management.

SSTI includes recommendations to create new structures and culture that encourage innovation, focus resources on addressing goods movement needs, allow the organization to adapt to changing conditions more quickly, improve communication between Caltrans and impacted stakeholders, and better manage employee performance.

However, the report also comes to some conclusions that cause concern. SSTI asserts that two factors are largely responsible for Caltrans' reduced effectiveness and ability to act. The first is the development of the "self-help county" movement and the subsequent increased funding role for local and regional agencies. SSTI concludes that local priorities and funding are shifting the focus to local circulation and a reduced focus on interregional and statewide connectivity needs. The second is the distribution of state funding through the STIP. With 75% of the funding being sub-allocated to local agencies, SSTI sees this as further shifting the focus from statewide needs to local needs.

The recommendations below that arise from this assessment could dramatically impact SANBAG's ability to fund and deliver projects going forward:

- CalSTA should see proposed STIP project lists more than a week before they go to the California Transportation Commission (CTC) for approval
- CalSTA and Caltrans should use the CTC review process to impose a policy review of all proposed investments
- CalSTA should consider proposing legislation to allow the CTC to approve individual projects rather than entire programs
- Caltrans should assert leadership in the area of sustainable transportation in its relations with regional partners
- Caltrans and CalSTA should negotiate coverage for long-term maintenance, resurfacing, and reconstruction costs when locally controlled STIP and local transportation sales tax funds are used to add capacity to state highways

### Conclusions.

Together these reports will be the basis of some amount of discussion in budget hearings as the Legislature moves forward on a fiscal year 2014-2015 budget. SANBAG will be asked to weigh in on various proposals resulting from this report. Staff is working with the Self Help Counties Coalition, of which we are a member, to prepare a response to the report and a strategy for educating members about a more accurate picture of the role of self-help counties in the transportation system. This will be a major advocacy effort during the state budget development process in the coming months.

Various provisions of SANBAG's 2014 State Legislative Platform provide a framework to guide these discussions including:

- Oppose efforts to link existing transportation funding sources to the achievement of AB 32 objectives. Such priorities should be funded with new or enhanced funding sources rather than the reprioritization of existing, already oversubscribed sources.
- Support retention of decision making, project selection, and funding authority at the county transportation commission level governing the use of all related funding sources.
- Support legislation that will incentivize counties without a voter approved tax measure for transportation to become "self-help" counties and recognizes/rewards the investment in the State's transportation system made by self-help counties.
- Advocate for reforms to ensure projects are delivered faster, with increased flexibility, and better coordination.
- Encourage the new State Transportation Agency to develop a mechanism for reporting on the performance of the new agency and the quality of state and local project delivery programs and services, particularly in light of new requirements to locally fund state services such as oversight, project initiation documents, and other items.
- Oppose legislation that could threaten the timely delivery of projects in the Measure I Expenditure Plan or interferes with the authority to administer any Measure I programs and services.

### *Bill Introduction Deadline Passes*

Following the February 21st bill introduction deadline, staff is currently reviewing and monitoring bills as they are introduced early in the legislative session. Most of the 2,028 bills that were introduced are currently in "spot bill" form without much content and will see significant amendments before policy hearings in the next two months. As policy and proposals develop staff will begin

to bring bills to this committee for consideration. A matrix of major bills of interest that have been identified to date is included as Attachment A.

#### Federal Update

Congress has begun holding several hearings on the need for a new surface transportation bill to replace Moving Ahead for Progress in the 21st Century Act (MAP-21), which expires on September 30th. Most of the testimony thus far has focused on educating new Members of Congress on the need for a multi-year bill that continues federal investment in highway and transit infrastructure.

In February, both Senate and House Committee Chairs outlined their respective timelines for committee action. The Environment and Public Works (EPW) Committee held a hearing entitled “MAP-21 Reauthorization: The Economic Importance of Maintaining Federal Investments in our Transportation Infrastructure” with the U.S. Chamber of Commerce, National Association of Manufacturers, and organized labor testifying to the importance of continuing robust federal investment in the nation’s transportation infrastructure. EPW Committee Chair Boxer (D-CA) indicated that she intends to have the Committee vote on a new transportation bill by the end of April.

The EPW hearing followed the Congressional Budget Office (CBO) announcement of its ten-year budget outlook and confirmation that the highway and transit accounts of the Highway Trust Fund (HTF) likely will fall short of fulfilling financial obligations before the end of fiscal year 2014. The CBO estimates that to sustain current highway and transit funding, the HTF will need \$15 billion each year in additional revenue.

The House Transportation and Infrastructure (T&I) Committee Chair Bill Shuster (R-PA) said he hopes to have a bill approved by his committee in late spring or early summer and passed by the full House in July. The T&I Committee has a number of hearings and roundtables scheduled to discuss policy and framework leading up to Reauthorization.

President Obama, House Ways and Means Committee Chair Dave Camp (R-MI) have proposed a new means of financing transportation investments. Independent of each other, each is proposing that a portion of the revenues from tax reform legislation be used to invest in transportation. Chair Camp’s proposal would allocate about \$125 billion to the HTF, while cutting corporate tax rates to 25 percent from 35 percent. The President’s proposal is for \$150 billion from tax reform to be allocated as a one-time infusion into transportation. With this additional funding, the President has proposed a four-year, \$302 billion transportation bill, which would be a 38 percent increase over MAP-21.

While there has been broad, bipartisan support expressed for the need for tax reform, the details remain to be negotiated. It seems unlikely that an overhaul of the tax system could be completed before HTF resources are depleted. SANBAG is closely monitoring these issues and the timing of our federal advocacy trip is well-timed, as we advocate for our priorities in the next transportation bill.

*Transportation Investment Generating Economic Recovery Program Update*

At the end of February, U.S. Department of Transportation (DOT) Secretary Anthony Foxx and President Obama announced the sixth round of the Transportation Investment Generating Economic Recovery (TIGER) program. The \$600 million competitive grant program aims to continue the Administration's desire to invest in job creation, downtown revitalization and economic growth.

DOT has indicated the 2014 TIGER program will place an emphasis on projects that "support reliable, safe and affordable transportation options that improve connections for both urban and rural communities". The DOT has stated it will prioritize applications for capital projects that better connect people to employment centers, promote redevelopment, and reconnect divided neighborhoods. TIGER applications are due April 28, 2014.

- Financial Impact:*** This item has no fiscal impact on the Fiscal Year 2013/2014 SANBAG Budget.
- Reviewed By:*** This item was received by the General Policy Committee on March 12, 2014.
- Responsible Staff:*** Wendy Strack, Director of Legislative and Public Affairs

## Bill Matrix

CA AB 39	<b>AUTHOR:</b>	Skinner [D]
	<b>TITLE:</b>	Energy: Conservation: Financial Assistance
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	12/03/2012
	<b>LAST AMEND:</b>	06/24/2013
	<b>DISPOSITION:</b>	Pending
	<b>FILE:</b>	A-49
	<b>LOCATION:</b>	Senate Inactive File
	<b>SUMMARY:</b>	Extends the operation of the Energy Conservation Assistance Act of 1979 that requires the State Energy Resources Conservation and Development Commission to administer the State Energy Conservation Assistance Account, a continuously appropriated account to provide grants and loans to local governments and public institutions to maximize energy use savings.
	<b>STATUS:</b>	
	09/12/2013	In SENATE. From third reading. To Inactive File.
CA AB 114	<b>AUTHOR:</b>	Salas [D]
	<b>TITLE:</b>	Proposition 39: Implementation: Workforce Development
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	01/14/2013
	<b>LAST AMEND:</b>	08/27/2013
	<b>DISPOSITION:</b>	Pending
	<b>FILE:</b>	A-41
	<b>LOCATION:</b>	Senate Inactive File
	<b>SUMMARY:</b>	Amends existing law that appropriates funds to the State Workforce Development Board to develop and implement a competitive grant program for eligible community-based and other training workforce organizations prepared disadvantaged youth or veterans for employment. Requires the Board to require a grant recipient to report to the Board specified information, and to review and assess the program in achieving the training and workforce development goals, identify problems and barriers, and provide solutions.
	<b>STATUS:</b>	
	09/12/2013	In SENATE. To Inactive File.
CA AB 194	<b>AUTHOR:</b>	Campos [D]
	<b>TITLE:</b>	Open Meetings: Actions For Violations
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	01/28/2013
	<b>LAST AMEND:</b>	01/27/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Senate Governance and Finance Committee
	<b>SUMMARY:</b>	

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Amends the Ralph M. Brown Act that requires every agenda for a regular meeting or notice for a special meeting of a local legislative body to provide an opportunity for members of the public to address the legislative body on items being considered by the legislative body. Expands the authorization for a district attorney or interested party to seek a judicial determination that an action taken by a legislative body is null and void if the legislative body violates this requirement.

**STATUS:**

02/06/2014 To SENATE Committee on GOVERNANCE AND FINANCE.

**CA AB 229** **AUTHOR:** Pérez J [D]  
**TITLE:** Infrastructure and Revitalization Financing Districts  
**FISCAL** yes  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 02/04/2013  
**LAST AMEND:** 08/12/2013  
**DISPOSITION:** Pending  
**FILE:** A-8  
**LOCATION:** Assembly Inactive File  
**SUMMARY:**  
 Authorizes the creation by a city, county, city and county, and joint powers authority, of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes the creation of a district and the issuance of debt. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases.  
**STATUS:**  
 09/11/2013 In ASSEMBLY. From Unfinished Business. To Inactive File.

**CA AB 243** **AUTHOR:** Dickinson [D]  
**TITLE:** Local Government: Infrastructure Financing Districts  
**FISCAL** yes  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 02/06/2013  
**LAST AMEND:** 08/19/2013  
**DISPOSITION:** Pending  
**FILE:** A-9  
**LOCATION:** Assembly Inactive File  
**SUMMARY:**  
 Authorizes the creation of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases if special conditions are met. Authorizes a district to fund various projects, including watershed land used for the collection and treatment of water for urban uses, flood management, open space, habitat restoration and development purposes.  
**STATUS:**  
 09/11/2013 In ASSEMBLY. To Inactive File.

**CA AB 380** **AUTHOR:** Dickinson [D]  
**TITLE:** California Environmental Quality Act: Notice  
**FISCAL** yes

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**COMMITTEE:**  
**URGENCY:** no  
**CLAUSE:**  
**INTRODUCED:** 02/14/2013  
**LAST AMEND:** 05/24/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Environmental Quality Committee

**SUMMARY:**  
 Amends the California Environmental Quality Act. Requires that notices regarding environmental impact reports filed by lead agencies need to be filed with the Office of Planning and Research and the county clerk and posted by the clerk for public review. Provides notice requirements for projects that are determined to be exempted from the Act.

**STATUS:**  
 06/13/2013 To SENATE Committee on ENVIRONMENTAL QUALITY.

CA AB 453 **AUTHOR:** Mullin [D]

**TITLE:** Sustainable Communities  
**FISCAL:** yes  
**COMMITTEE:**  
**URGENCY:** no  
**CLAUSE:**  
**INTRODUCED:** 02/19/2013  
**LAST AMEND:** 07/03/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee

**SUMMARY:**  
 Amends existing law relating to the award of grants and loans to a council of governments, metropolitan planning organizations, regional transportation planning agencies, and city, county, or joint powers authorities to implement a plan to support sustainable communities development. Makes a local agency formation commission eligible for financial assistance. Requires a certain regional transportation plan to include the effect development may have on meeting greenhouse gas emissions reduction targets.

**STATUS:**  
 08/30/2013 In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 716 **AUTHOR:** Quirk-Silva [D]

**TITLE:** Infrastructure: State Planning and Funding  
**FISCAL:** yes  
**COMMITTEE:**  
**URGENCY:** no  
**CLAUSE:**  
**INTRODUCED:** 02/21/2013  
**LAST AMEND:** 06/18/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee

**SUMMARY:**  
 Amends the Infrastructure Planning Act. Requires the plan to set out priorities for coordination of investment and to include an analysis of investment coordination opportunities for capital outlay related to infill and transit-oriented development. Expands the definition of infrastructure to include housing. Requires the Governor to submit the plan with the assistance of the Strategic Growth Council. Requires specified planning.

**STATUS:**

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08/30/2013 In SENATE Committee on APPROPRIATIONS: Held in committee.

**CA AB 1046** **AUTHOR:** Gordon [D]  
**TITLE:** Department of Transportation: Innovative Delivery  
**FISCAL** yes  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 02/22/2013  
**LAST AMEND:** 03/21/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee  
**SUMMARY:**  
 Authorizes the Department of Transportation's District 4 director to direct existing district resources to the Innovative Delivery Team Demonstration Program. Authorizes department staff to perform reimbursed work for projects on and off the state highway system within the boundaries of the County of Santa Clara pursuant to the master agreement and accompanying work programs.  
**STATUS:**  
 08/19/2013 In SENATE Committee on APPROPRIATIONS: Not heard.

**CA AB 1080** **AUTHOR:** Alejo [D]  
**TITLE:** Community Revitalization & Investment Authorities  
**FISCAL** yes  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 02/22/2013  
**LAST AMEND:** 08/20/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee  
**SUMMARY:**  
 Authorizes certain public entities of a community revitalization and investment area to form a community revitalization plan within a community revitalization and investment authority to carry out the Community Redevelopment Law in a specified manner. Requires the authority to adopt a community revitalization plan for a community revitalization and investment area and authorizes the authority to include in that plan a provision for the receipt of tax increment funds.  
**STATUS:**  
 08/30/2013 In SENATE Committee on APPROPRIATIONS: Held in committee.

**CA AB 1081** **AUTHOR:** Medina [D]  
**TITLE:** Economic Development: Goods-Movement Infrastructure  
**FISCAL** yes  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 02/22/2013  
**LAST AMEND:** 08/12/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee

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**SUMMARY:**

Amends existing law that requires the Governor to submit to the Legislature a proposed infrastructure plan containing certain information concerning infrastructure needed by specified entities and a proposal for funding the needed infrastructure. Requires the plan to include additional information related to infrastructure identified by state and federal transportation authorities, recommendations for private sector financing, and strategies to address state goods movement needs.

**STATUS:**

08/30/2013 In SENATE Committee on APPROPRIATIONS: Held in committee.

CA AB 1102 **AUTHOR:** Allen T. [R]

**TITLE:** Beach Burning: Permit: South Coast Air Quality District

**FISCAL** yes

**COMMITTEE:**

**URGENCY** no

**CLAUSE:**

**INTRODUCED:** 02/22/2013

**LAST AMEND:** 01/17/2014

**DISPOSITION:** Pending

**LOCATION:** Senate Environmental Quality Committee

**SUMMARY:**

Makes inoperative an open burning rule that restricts the use or location of a beach fire ring adopted by the South Coast Air Quality Management District until a public agency with jurisdiction over the area obtains and implements an approved coastal development permit. Subjects the removing or restricting of such ring to the State Coastal Act. Requires the application for a permit to include specified information.

**STATUS:**

02/07/2014 Re-referred to SENATE Committees on ENVIRONMENTAL QUALITY and NATURAL RESOURCES AND WATER.

CA AB 1331 **AUTHOR:** Rendon [D]

**TITLE:** Climate Change Response for Clean, Safe Water

**FISCAL** yes

**COMMITTEE:**

**URGENCY** no

**CLAUSE:**

**INTRODUCED:** 02/22/2013

**LAST AMEND:** 03/18/2014

**DISPOSITION:** Pending

**COMMITTEE:** Senate Natural Resources and Water Committee

**HEARING:** 03/25/2014 9:30 am

**SUMMARY:**

Repeals the provisions that would create the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Clean, Safe, and Reliable Drinking Water Act of 2014, which, if adopted by the voters, would authorize the issuance of bonds in a specified amount pursuant to the State General Obligation Bond Law to finance a clean and safe drinking water program.

**STATUS:**

03/18/2014 From SENATE Committee on NATURAL RESOURCES AND WATER with author's amendments.

03/18/2014 In SENATE. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES AND WATER.

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**CA AB 1333**    **AUTHOR:**    Hernandez R [D]  
**TITLE:**                    Local Government Contracts  
**FISCAL**                        no  
**COMMITTEE:**  
**URGENCY**                    no  
**CLAUSE:**  
**INTRODUCED:**            02/22/2013  
**LAST AMEND:**            06/26/2013  
**DISPOSITION:**           Pending  
**LOCATION:**                Senate Governance and Finance Committee  
**SUMMARY:**  
Requires if a contract or memorandum of understanding with a specified total annual value of funds between a private party and a city, county, city and county, or district contains an automatic renewal clause, the legislative body of the city, county, city and county, or district to, on or before the annual date by which the contract may be rescinded, adopt a resolution that either exercises or declines to exercise the option to rescind the contract.  
**STATUS:**  
07/03/2013                    In SENATE Committee on GOVERNANCE AND FINANCE:  
Held in committee.

**CA AB 1445**    **AUTHOR:**    Logue [R]  
**TITLE:**                    Water Infrastructure Act of 2014  
**FISCAL**                        yes  
**COMMITTEE:**  
**URGENCY**                    yes  
**CLAUSE:**  
**INTRODUCED:**            01/06/2014  
**LAST AMEND:**            02/14/2014  
**DISPOSITION:**           Pending  
**LOCATION:**                Assembly Water, Parks and Wildlife Committee  
**SUMMARY:**  
Repeals the provisions that would create the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the State Water Infrastructure Act of 2014. Authorizes the issuance of bonds in a specified amount to finance a public benefit associated with water storage and water quality improvement projects.  
**STATUS:**  
02/14/2014                    To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.  
02/14/2014                    From ASSEMBLY Committee on WATER, PARKS AND  
WILDLIFE with author's amendments.  
02/14/2014                    In ASSEMBLY. Read second time and amended. Re-referred to  
Committee on WATER, PARKS AND WILDLIFE.

**CA AB 1447**    **AUTHOR:**    Waldron [R]  
**TITLE:**                    Global Warming Solutions Act of 2006  
**INTRODUCED:**            01/06/2014  
**LAST AMEND:**            02/18/2014  
**DISPOSITION:**           Pending  
**LOCATION:**                Assembly Natural Resources Committee  
**SUMMARY:**  
Authorizes moneys in the Greenhouse Gas Reduction Fund under the Global Warming Solutions Act of 2006 to be used to fund traffic signal synchronization to the extent those expenditures are consistent with the specified purposes listed under the Act.

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**STATUS:**  
 02/18/2014 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.  
 02/18/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

**CA AB 1501** **AUTHOR:** Patterson [R]  
**TITLE:** High Speed Rail  
**INTRODUCED:** 01/13/2014  
**LAST AMEND:** 03/13/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Transportation Committee  
**HEARING:** 03/24/2014 1:30 pm  
**SUMMARY:**  
 Prohibits the High-Speed Rail Authority from expending the federal funds appropriated to the Authority pursuant to the Budget Act of 2012 unless state funds appropriated from the High-Speed Passenger Train Bond Fund or from another state funding source are immediately available for the purpose of providing matching state funds for the federal funds.  
**STATUS:**  
 03/13/2014 From ASSEMBLY Committee on TRANSPORTATION with author's amendments.  
 03/13/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

**CA AB 1509** **AUTHOR:** Fox [D]  
**TITLE:** Veterans: Transition Assistance  
**INTRODUCED:** 01/14/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Veterans Affairs Committee  
**HEARING:** 04/08/2014 4:00 pm  
**SUMMARY:**  
 Requires the Department of Veterans Affairs to develop a transition assistance program for veterans who have been discharged from the Armed Forces of the United States or the National Guard of any state within the previous 18 months.  
**STATUS:**  
 01/23/2014 To ASSEMBLY Committee on VETERANS AFFAIRS.

**CA AB 1521** **AUTHOR:** Fox [D]  
**TITLE:** Local Government Finance: Property Tax Revenue  
**INTRODUCED:** 01/16/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Local Government Committee  
**SUMMARY:**  
 Modifies a specified reduction and transfer provision for the 2014-15 fiscal year and for each fiscal year thereafter, by providing for a vehicle license fee adjustment amount calculated on the basis of changes in assessed valuation.  
**STATUS:**  
 02/06/2014 To ASSEMBLY Committee on LOCAL GOVERNMENT.

**CA AB 1527** **AUTHOR:** Perea [D]  
**TITLE:** Public Water Systems: Drinking Water  
**INTRODUCED:** 01/17/2014

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**LAST AMEND:** 03/17/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Rules Committee  
**SUMMARY:**

Relates to the consolidation of small community water systems to serve disadvantaged communities. Authorizes an assuming water system to voluntarily consolidate with another water system. Requires that system to submit a voluntary plan with the Department of Public Health that lists deficiencies in the system, proposed remedies, and a correction timeline. Provides such assuming system is not liable for any good faith, reasonable effort to operate the system in compliance with the plan, statutes and rules.

**STATUS:**  
 03/20/2014 Re-referred to ASSEMBLY Committee on RULES.

CA AB 1536 **AUTHOR:** Olsen [R]

**TITLE:** Public Transportation Employees: Strikes: Prohibition  
**INTRODUCED:** 01/21/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Public Employees, Retirement and Social Security Committee  
**HEARING:** 04/02/2014 10:00 am

**SUMMARY:**  
 Authorizes the Governor to appoint a board to investigate when it appears a strike will significantly disrupt transportation services, prohibit a strike during the period of investigation, and that authorizes the Governor to request the Attorney General to petition a court to enjoin the strike. Provides a process for an employee to object to a determination that the employee violated these provisions under penalty of perjury. Provides a violation subject an employee to removal or other action.

**STATUS:**  
 02/14/2014 To ASSEMBLY Committee on PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL SECURITY.

CA AB 1537 **AUTHOR:** Levine [D]

**TITLE:** General Plan Housing Element: Regional Housing Need  
**INTRODUCED:** 01/22/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Housing and Community Development Committee  
**SUMMARY:**

Requires a county in a Metropolitan Statistical Area with a specified population to be considered suburban for purposes of determining the densities appropriate to accommodate housing for lower income households. Requires a city that has a specified population and is incorporated within that county to be considered suburban.

**STATUS:**  
 01/30/2014 To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.

CA AB 1551 **AUTHOR:** Holden [D]

**TITLE:** Professional Engineers: Land Surveyors: Documents  
**INTRODUCED:** 01/27/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Business, Professions and Consumer Protection Committee  
**SUMMARY:**

Prohibits a person from using a licensed engineer's documents, without the written consent

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of the licensed engineer. Prohibits a person from using a licensed land surveyor's maps, plats, reports, descriptions, or other documentary evidence without the written consent of the licensed land surveyor. Prohibits a licensed engineer or land surveyor from unreasonably withholding consent to use these documents.

**STATUS:**

02/06/2014

To ASSEMBLY Committee on BUSINESS, PROFESSIONS & CONSUMER PROTECTION.

CA AB 1582

**AUTHOR:** Mullin [D]

**TITLE:** Redevelopment: Successor Agencies

**INTRODUCED:** 02/03/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Local Government Committee

**SUMMARY:**

Relates to the community Redevelopment Law. Relates to payments on enforceable obligations. Revises the timeline for the preparation of the required Recognized Obligation Payment Schedule to provide that the successor agency prepare a schedule for an annual fiscal period.

**STATUS:**

02/14/2014

To ASSEMBLY Committees on LOCAL GOVERNMENT and APPROPRIATIONS.

CA AB 1586

**AUTHOR:** Holden [D]

**TITLE:** Public Contracts: Hiring: Priority Consideration

**INTRODUCED:** 02/03/2014

**DISPOSITION:** Pending

**COMMITTEE:** Assembly Accountability and Administrative Review Committee

**HEARING:** 03/26/2014 9:00 am

**SUMMARY:**

Requires the contract provision to include priority consideration for qualified job applicants who are receiving or have exhausted entitlement to unemployment insurance benefits, veterans of the Armed Forces or the National Guard, on parole or were formerly convicted of a crime for which time was served in state prison, and residents of a targeted employment area.

**STATUS:**

02/14/2014

To ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW.

CA AB 1624

**AUTHOR:** Gordon [D]

**TITLE:** Self-Generation Incentive Program

**INTRODUCED:** 02/10/2014

**DISPOSITION:** Pending

**COMMITTEE:** Assembly Utilities and Commerce Committee

**HEARING:** 04/21/2014 3:00 pm

**SUMMARY:**

Authorizes the Public Utilities Commission to authorize the annual collection of not more than the amount authorized for the self-generation incentive program in the 2008 calendar year. Requires the Commission to require electrical corporations to administer the program for distributed energy resources originally established pursuant to the former law to provide repayment of all unallocated funds collected for the self-generation incentive program to reduce taxpayer costs.

**STATUS:**

03/06/2014

To ASSEMBLY Committee on UTILITIES AND COMMERCE.

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CA AB 1639	<b>AUTHOR:</b>	Grove [R]
	<b>TITLE:</b>	Global Warming Solutions Act of 2006:Greenhouse Gas
	<b>INTRODUCED:</b>	02/11/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Natural Resources Committee
	<b>SUMMARY:</b>	States the intent of the Legislature that moneys derived from market-based emissions reductions measures be expended to achieve the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions in furtherance of achieving the statewide greenhouse gas emissions limit. Requires moneys appropriated from the Greenhouse Gas Reduction Fund to be used to achieve the statewide greenhouse gas emissions limit.
	<b>STATUS:</b>	02/20/2014 To ASSEMBLY Committee on NATURAL RESOURCES.
CA AB 1674	<b>AUTHOR:</b>	Bigelow [R]
	<b>TITLE:</b>	Safe, Clean, Reliable Drinking Water Supply Act of 2012
	<b>INTRODUCED:</b>	02/12/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	States the intent of the Legislature to enact legislation that would amend the Safe, Clean, and Reliable Drinking Water Supply Act of 2012.
	<b>STATUS:</b>	02/12/2014 INTRODUCED.
CA AB 1690	<b>AUTHOR:</b>	Gordon [D]
	<b>TITLE:</b>	Local Planning: Housing Elements
	<b>INTRODUCED:</b>	02/13/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Housing and Community Development Committee
	<b>SUMMARY:</b>	Requires the program that sets forth a schedule of actions during the planning period that the local government is undertaking, or intends to undertake, to implement the policies and achieve the goals and objectives of the housing element to accommodate at least 50% of the very low and low-income housing need on sites designated for residential use or mixed-uses.
	<b>STATUS:</b>	02/20/2014 To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.
CA AB 1696	<b>AUTHOR:</b>	Wieckowski [D]
	<b>TITLE:</b>	Energy Alternatively Fueled Vehicles: Incentives
	<b>INTRODUCED:</b>	02/13/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Natural Resources Committee
	<b>SUMMARY:</b>	Amends existing law that requires the Department of General Services and the Department of Transportation to develop and implement advanced technology vehicle parking incentive programs. Expressly lists parking spaces with charging stations for plug-in hybrid and electric vehicles as an example of the incentives.
	<b>STATUS:</b>	

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02/20/2014 To ASSEMBLY Committees on NATURAL RESOURCES and TRANSPORTATION.

**CA AB 1705** **AUTHOR:** Williams [D]  
**TITLE:** Public Contracts: Payment  
**INTRODUCED:** 02/13/2014  
**DISPOSITION:** Pending  
**LOCATION:** ASSEMBLY  
**SUMMARY:**  
 Amends existing law that authorizes the retention proceeds withheld from any payment by an awarding entity from the original contractor, by the original contractor from any subcontractor, and by a subcontractor from any subcontractor, to exceed 5% on projects that are substantially complex. Indicates the intent of the Legislature to define the term "substantially complex" for purposes of these provisions.  
**STATUS:**  
 02/13/2014 INTRODUCED.

**CA AB 1707** **AUTHOR:** Wilk [R]  
**TITLE:** Water Quality: Organization of Regional Boards  
**INTRODUCED:** 02/13/2014  
**DISPOSITION:** Pending  
**LOCATION:** ASSEMBLY  
**SUMMARY:**  
 Makes a nonsubstantive change to existing law that requires the State Water Resources Control Board and the 9 regional water quality control boards to prescribe waste discharge requirements in accordance with the federal national pollutant discharge elimination system permit program.  
**STATUS:**  
 02/13/2014 INTRODUCED.

**CA AB 1711** **AUTHOR:** Cooley [D]  
**TITLE:** Administrative Procedures Act: Impact Assessment  
**FISCAL** yes  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 02/13/2014  
**LAST AMEND:** 03/20/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Accountability and Administrative Review Committee  
**HEARING:** 03/26/2014 9:00 am  
**SUMMARY:**  
 Amends existing law that requires every state agency subject to the Administrative Procedure Act to provide an initial statement of reasons for proposing the adoption, amendment, or repeal of a regulation. Requires agencies proposing such action that is not a major regulation or that is a major regulation to prepare an economic impact assessment that makes specified assessments. Requires the assessment to be included in the initial statement of reasons. Requires the adoption of related instructions.  
**STATUS:**  
 03/20/2014 From ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW with author's amendments.  
 03/20/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on ACCOUNTABILITY AND ADMINISTRATIVE

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REVIEW.

**CA AB 1720**     **AUTHOR:**     Bloom [D]  
**TITLE:**             Vehicles: Bus Gross Weight  
**INTRODUCED:**     02/13/2014  
**DISPOSITION:**     Pending  
**LOCATION:**          Assembly Transportation Committee  
**SUMMARY:**  
 Relates to existing law that prohibits a publicly owned or operated transit system from procuring a transit bus whose weight on any single axis exceeds 20,500 pounds. Extends the provision that exempts from this prohibition a transit system that is procuring a new bus that is of the same or lesser weight than the bus it is replacing, or if it is incorporating a new fleet class into its inventory.  
**STATUS:**  
 02/27/2014             To ASSEMBLY Committee on TRANSPORTATION.

**CA AB 1721**     **AUTHOR:**     Linder [R]  
**TITLE:**             Vehicles: High-Occupancy Vehicle Lanes  
**INTRODUCED:**     02/13/2014  
**DISPOSITION:**     Pending  
**LOCATION:**          Assembly Transportation Committee  
**SUMMARY:**  
 Relates to existing law that requires that a vehicle, eligible to use HOV lanes, be exempt from toll charges imposed on single-occupant vehicles in designated high-occupancy toll (HOT) lanes unless prohibited by federal law. Excludes from the exemption a toll imposed for passage in HOT lanes designated for State Highway Route 15 in Riverside County.  
**STATUS:**  
 02/27/2014             To ASSEMBLY Committee on TRANSPORTATION.

**CA AB 1731**     **AUTHOR:**     Perea [D]  
**TITLE:**             Integrated Regional Water Management Plans: Funding  
**INTRODUCED:**     02/14/2014  
**DISPOSITION:**     Pending  
**COMMITTEE:**       Assembly Water, Parks and Wildlife Committee  
**HEARING:**          03/25/2014 9:00 am  
**SUMMARY:**  
 Requires, in each integrated regional water management region, that not less than a specified percentage of any funding for integrated regional water management planning purposes be used to facilitate and support the participation of disadvantaged communities in integrated regional water management planning and for projects that address critical water supply or water quality needs for disadvantaged communities.  
**STATUS:**  
 03/03/2014             To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.

**CA AB 1739**     **AUTHOR:**     Dickinson [D]  
**TITLE:**             Groundwater Basin Management: Sustainability  
**INTRODUCED:**     02/14/2014  
**DISPOSITION:**     Pending  
**LOCATION:**          Assembly Water, Parks and Wildlife Committee  
**SUMMARY:**  
 Requires the State Water Resources Control Board, in consultation with the Department of Water Resources, to develop thresholds for the sustainable management of the priority groundwater basins.

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**STATUS:**  
02/27/2014 To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.

**CA AB 1741** **AUTHOR:** Frazier [D]  
**TITLE:** Public Works: Prevailing Wage rates: Assessments  
**INTRODUCED:** 02/14/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Labor and Employment Committee  
**HEARING:** 04/23/2014 1:30 pm  
**SUMMARY:**  
Relates to the issuance by the Labor Commissioner of a civil wage and penalty assessment for violating laws regulating public works contracts, including the payment of prevailing wages. Specifies that a contractor, subcontractor, or surety may deposit the full amount of the assessment or notice with the Department of Industrial Relations in the form of cash or a bond.  
**STATUS:**  
02/27/2014 To ASSEMBLY Committee on LABOR AND EMPLOYMENT.

**CA AB 1799** **AUTHOR:** Gordon [D]  
**TITLE:** Land Use: Mitigation Lands  
**INTRODUCED:** 02/18/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Local Government Committee  
**HEARING:** 04/02/2014 1:30 pm  
**SUMMARY:**  
Eliminates the requirement of an endowment or other financial mechanism for long-term stewardship where a governmental entity or special district is the entity required to provide the long-term stewardship, if the governmental entity or special district provides evidence to the local or state agency that it possesses an investment-grade credit rating by a nationally recognized statistical rating organization.  
**STATUS:**  
02/27/2014 To ASSEMBLY Committee on LOCAL GOVERNMENT.

**CA AB 1808** **AUTHOR:** Dahle [R]  
**TITLE:** Drinking Water  
**INTRODUCED:** 02/18/2014  
**DISPOSITION:** Pending  
**LOCATION:** ASSEMBLY  
**SUMMARY:**  
Makes a technical, nonsubstantive change to the California Safe Drinking Water Act.  
**STATUS:**  
02/18/2014 INTRODUCED.

**CA AB 1811** **AUTHOR:** Buchanan [D]  
**TITLE:** High-Occupancy Vehicle Lanes  
**INTRODUCED:** 02/18/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Transportation Committee  
**SUMMARY:**  
Requires that access to high-occupancy vehicle lanes by high-occupancy vehicles on specified highway corridors be available at all times.  
**STATUS:**  
02/27/2014 To ASSEMBLY Committee on TRANSPORTATION.

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CA AB 1813	<b>AUTHOR:</b>	Quirk [D]
	<b>TITLE:</b>	Global Warming Solutions Act of 2006
	<b>INTRODUCED:</b>	02/18/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Natural Resources Committee
	<b>SUMMARY:</b>	establishes the Fuel Producer Capital Assistance program to distribute moneys to liquid-transportation-fuel producers who wish to locate within the state a large-scale production facility that produces a specified number. Establishes the Fuel producers Capital Assistance Fund to implement the program.
	<b>STATUS:</b>	
	02/27/2014	To ASSEMBLY Committee on NATURAL RESOURCES.
CA AB 1849	<b>AUTHOR:</b>	Logue [R]
	<b>TITLE:</b>	California Environmental Quality Act: Exemptions
	<b>INTRODUCED:</b>	02/19/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Natural Resources Committee
	<b>SUMMARY:</b>	Relates to the California Environmental Quality Act. Exempts from the requirements of CEQA, the maintenance, repair, or replacement of an existing levee.
	<b>STATUS:</b>	
	02/27/2014	To ASSEMBLY Committee on NATURAL RESOURCES.
CA AB 1872	<b>AUTHOR:</b>	Stone [D]
	<b>TITLE:</b>	Transportation Planning
	<b>INTRODUCED:</b>	02/19/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	Makes nonsubstantive changes to existing law that the provides for the findings of the Legislature regarding the need for continuing and improving transportation planning at the state, regional and local level.
	<b>STATUS:</b>	
	02/19/2014	INTRODUCED.
	<b>Priority:</b>	High
CA AB 1874	<b>AUTHOR:</b>	Gonzalez [D]
	<b>TITLE:</b>	Integrated Regional Water Management Plans: Funding
	<b>INTRODUCED:</b>	02/19/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Water, Parks and Wildlife Committee
	<b>SUMMARY:</b>	Requires the Department of Water Resources to develop a streamlined application process for the funding of regional projects and programs. Requires the Department to promptly review and pay invoices associated with grants for regional projects and programs.
	<b>STATUS:</b>	
	02/27/2014	To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.
CA AB 1939	<b>AUTHOR:</b>	Daly [D]
	<b>TITLE:</b>	Public Works: Prevailing Wages: Contractor's Costs
	<b>INTRODUCED:</b>	02/19/2014

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**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Labor and Employment Committee  
**HEARING:** 04/02/2014 1:30 pm  
**SUMMARY:**

Relates to public works and the prevailing wage. Authorizes a contractor to bring an action to recover from the party it directly contracts with, any increased costs, including labor costs, penalties, and legal fees incurred as a result of any decision by the Department of Industrial Relations, the Labor and Workforce Development Agency or a court that classifies that the work covered by the project is a public work.

**STATUS:**  
03/06/2014 To ASSEMBLY Committees on LABOR AND EMPLOYMENT and JUDICIARY.

CA AB 1941 **AUTHOR:** Holden [D]  
**TITLE:** LA County Metropolitan Transportation Authority  
**INTRODUCED:** 02/19/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Local Government Committee  
**SUMMARY:**  
Relates to the Los Angeles County Metropolitan Transportation Authority. Expands the board of directors.  
**STATUS:**  
03/03/2014 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 1959 **AUTHOR:** Mansoor [R]  
**TITLE:** Transportation Projects: Development Lease Agreements  
**INTRODUCED:** 02/19/2014  
**DISPOSITION:** Pending  
**LOCATION:** ASSEMBLY  
**SUMMARY:**  
Deletes obsolete cross-references and makes technical changes to provisions authorizing the Department of Transportation or a regional transportation agency to enter into a comprehensive development lease with a public or private entity for a transportation project.  
**STATUS:**  
02/19/2014 INTRODUCED.

CA AB 1963 **AUTHOR:** Atkins [D]  
**TITLE:** Redevelopment  
**INTRODUCED:** 02/19/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Local Government Committee  
**SUMMARY:**  
Relates to existing law that requires successor agencies to wind down the affairs of the dissolved redevelopment agencies, subject to review by oversight boards. Relates to existing law that suspends this requirement, except as it applies to the transfer or assets and properties for governmental use, until the Department of Finance has approved a long-range property management plan. Eliminates this requirement and would apply the earlier provisions to the disposal of the assets and properties.  
**STATUS:**  
03/03/2014 To ASSEMBLY Committee on LOCAL GOVERNMENT.

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CA AB 1970	<b>AUTHOR:</b>	Gordon [D]
	<b>TITLE:</b>	Global Warming Solutions Act: Community Investment
	<b>INTRODUCED:</b>	02/19/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Natural Resources Committee
	<b>SUMMARY:</b>	Creates the Community Investment and Innovation Program and requires moneys to be available from the Greenhouse Gas Reduction Fund for purposes of awarding local assistance grants and other financial assistance to eligible grant applicants who submit plans to develop and implement integrated community-level greenhouse gas emissions reductions in their region.
	<b>STATUS:</b>	
	03/03/2014	To ASSEMBLY Committees on NATURAL RESOURCES and LOCAL GOVERNMENT.
CA AB 1991	<b>AUTHOR:</b>	Morrell [R]
	<b>TITLE:</b>	Construction-Related Accessibility Claims
	<b>INTRODUCED:</b>	02/20/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	Makes technical, nonsubstantive changes to existing law that provides, upon being served with a summons and complaint asserting a construction-related accessibility claim, that specified defendants may file a request for a court stay and early evaluation conference in the proceedings.
	<b>STATUS:</b>	
	02/20/2014	INTRODUCED.
CA AB 1999	<b>AUTHOR:</b>	Atkins [D]
	<b>TITLE:</b>	Economic Development and Historic Preservation Tax
	<b>INTRODUCED:</b>	02/20/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	States the intent of the Legislature to enact the Economic Development and Historic Preservation Tax Credit Act, the purpose of which is to create jobs and revitalize communities by providing an incentive for the renovation and restoration of historic properties.
	<b>STATUS:</b>	
	02/20/2014	INTRODUCED.
CA AB 2008	<b>AUTHOR:</b>	Quirk [D]
	<b>TITLE:</b>	Regional Transportation Plan
	<b>INTRODUCED:</b>	02/20/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	States the intent of the Legislature to enact legislation that would require a sustainable communities strategy to include consideration of greenhouse gas emission resulting from the delivery of urban freight.
	<b>STATUS:</b>	
	02/20/2014	INTRODUCED.

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**CA AB 2013**     **AUTHOR:**     Muratsuchi [D]  
**TITLE:**             Vehicles: High-Occupancy Vehicle Lanes  
**INTRODUCED:**     02/20/2014  
**LAST AMEND:**     03/17/2014  
**DISPOSITION:**     Pending  
**COMMITTEE:**     Assembly Transportation Committee  
**HEARING:**         03/24/2014 1:30 pm  
**SUMMARY:**  
Increases the number of identifiers that the Department of Motor Vehicles is authorized to issue under provisions authorizing the issuance of such identifiers to certain vehicles permitted to use high-occupancy vehicle lanes.  
**STATUS:**  
03/17/2014             From ASSEMBLY Committee on TRANSPORTATION with author's amendments.  
03/17/2014             In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

**CA AB 2023**     **AUTHOR:**     Wagner [R]  
**TITLE:**             Eminent Domain: Compensation: Loss of Goodwill  
**INTRODUCED:**     02/20/2014  
**DISPOSITION:**     Pending  
**LOCATION:**         Assembly Judiciary Committee  
**SUMMARY:**  
Amends existing law that provides that an owner of property taken by eminent domain is entitled to compensation for loss of goodwill. Requires that an owner additionally prove that goodwill existed before the taking.  
**STATUS:**  
03/03/2014             To ASSEMBLY Committee on JUDICIARY.

**CA AB 2027**     **AUTHOR:**     Logue [R]  
**TITLE:**             Global Warming Solutions Act of 2006 Violations  
**INTRODUCED:**     02/20/2014  
**DISPOSITION:**     Pending  
**LOCATION:**         Assembly Natural Resources Committee  
**SUMMARY:**  
Requires the State Air Resources Board to utilize the greenhouse gas emissions data submitted in reports as part of the Low-Carbon Fuel Standard regulation in lieu of requiring the submission of the same greenhouse gas emissions data pursuant to the Mandatory Reporting of Greenhouse Gas Emissions regulation.  
**STATUS:**  
03/03/2014             To ASSEMBLY Committee on NATURAL RESOURCES.

**CA AB 2036**     **AUTHOR:**     Mansoor [R]  
**TITLE:**             Department of Transportation Construction Inspection  
**INTRODUCED:**     02/20/2014  
**DISPOSITION:**     Pending  
**LOCATION:**         ASSEMBLY  
**SUMMARY:**  
Makes nonsubstantive changes to existing law that requires the Department of Transportation to perform construction inspection services for certain design-build projects on or interfacing with the state highway system and to retain the authority to stop the contractor's operation wholly or in part and take appropriate action.  
**STATUS:**

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02/20/2014 INTRODUCED.

**CA AB 2040** **AUTHOR:** Garcia [D]  
**TITLE:** Public Official Compensation  
**INTRODUCED:** 02/20/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Local Government Committee  
**HEARING:** 04/02/2014 1:30 pm  
**SUMMARY:**  
 Requires a local agency to report to the controller the annual compensation of its public officials, including, but not limited to, separately listing the name of each public official and his or her monthly salary.  
**STATUS:**  
 03/03/2014 To ASSEMBLY Committee on LOCAL GOVERNMENT.

**CA AB 2043** **AUTHOR:** Bigelow [R]  
**TITLE:** Safe Clean and Reliable Drinking Water Supply Act  
**INTRODUCED:** 02/20/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Water, Parks and Wildlife Committee  
**SUMMARY:**  
 Enacts the Safe, Clean, and Reliable Water Supply Act of 2014, which, if adopted by votes, would authorize the issuance of bonds to finance a safe drinking water and water supply reliability program.  
**STATUS:**  
 03/06/2014 To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.

**CA AB 2045** **AUTHOR:** Rendon [D]  
**TITLE:** Energy Improvements and Financing  
**INTRODUCED:** 02/20/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Assembly Banking and Finance Committee  
**HEARING:** 04/07/2014 3:00 pm  
**SUMMARY:**  
 Enacts the Non-Residential Real Property Energy Retrofit Financing Act of 2014. Provides financial assistance through the issuance of revenue bonds, to owners of eligible real properties. Requires that the bonds be secured by the recording of an energy remittance repayment agreement lien.  
**STATUS:**  
 03/06/2014 To ASSEMBLY Committees on BANKING AND FINANCE and UTILITIES AND COMMERCE.

**CA AB 2050** **AUTHOR:** Quirk [D]  
**TITLE:** California Global Warming Act  
**INTRODUCED:** 02/20/2014  
**DISPOSITION:** Pending  
**LOCATION:** Assembly Natural Resources Committee  
**SUMMARY:**  
 Relates to the California Global Warming Solutions Act of 2006 regarding greenhouse gas emissions limit and approval of a scoping plan. Requires the inclusion of specified elements when updating the scoping plan.  
**STATUS:**  
 03/03/2014 To ASSEMBLY Committee on NATURAL RESOURCES.

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**CA AB 2083**      **AUTHOR:**      Gaines B [R]

**TITLE:**      Global Warming Solutions Act of 2006: Offsets

**INTRODUCED:**      02/20/2014

**LAST AMEND:**      03/20/2014

**DISPOSITION:**      Pending

**LOCATION:**      Assembly Natural Resources Committee

**SUMMARY:**

Amends existing law in which the State Air Resources Board is required to adopt a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020, and to adopt rules and regulations in an open public process to achieve the maximum, technologically feasible, and cost effective greenhouse gas emissions reductions. Requires the Board to allow a regulated entity to use offsets to meet its compliance obligation.

**STATUS:**

03/20/2014      To ASSEMBLY Committee on NATURAL RESOURCES.

03/20/2014      From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.

03/20/2014      In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

**CA AB 2090**      **AUTHOR:**      Fong [D]

**TITLE:**      High Occupancy Toll Lanes: Santa Clara County

**INTRODUCED:**      02/20/2014

**LAST AMEND:**      03/19/2014

**DISPOSITION:**      Pending

**COMMITTEE:**      Assembly Transportation Committee

**HEARING:**      03/24/2014 1:30 pm

**SUMMARY:**

Requires the Santa Clara Valley Transportation Authority to establish appropriate performance measures, such as speed or travel times, for the purpose of ensuring optimal use of the HOT lanes by high occupancy vehicles without adversely affecting other traffic on the state highway system. Provides that such vehicles may be required to have an electronic transponder or other electronic device for enforcement purposes.

**STATUS:**

03/19/2014      From ASSEMBLY Committee on TRANSPORTATION with author's amendments.

03/19/2014      In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

**CA AB 2119**      **AUTHOR:**      Stone [D]

**TITLE:**      Local Transaction and Use Taxes

**INTRODUCED:**      02/20/2014

**DISPOSITION:**      Pending

**LOCATION:**      Assembly Local Government Committee

**SUMMARY:**

Authorizes the board of supervisors of a county to levy, increase, or extend a transaction and use tax throughout the entire county or within the unincorporated area of the county, if approved by the qualified voters of the entire county or the unincorporated area of the county.

**STATUS:**

03/06/2014      To ASSEMBLY Committees on LOCAL GOVERNMENT and REVENUE AND TAXATION.

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CA AB 2123	<b>AUTHOR:</b>	Buchanan [D]
	<b>TITLE:</b>	Vehicles: High-Occupancy Vehicle Lanes
	<b>FISCAL</b>	no
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	02/20/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	Makes a technical, nonsubstantive change to existing law that authorizes local authorities and the Department of Transportation to establish exclusive or preferential use of highway lands for high-occupancy vehicles.
	<b>STATUS:</b>	02/20/2014 INTRODUCED.
CA AB 2137	<b>AUTHOR:</b>	Quirk [D]
	<b>TITLE:</b>	Small Business Energy Efficiency Incentive Program
	<b>INTRODUCED:</b>	02/20/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	Indicates the intent of the Legislature to enact legislation that would establish the Small Business Energy Efficiency Incentive Program to provide small businesses with incentives to update or replace their high energy use equipment by providing financing options for these purposes.
	<b>STATUS:</b>	02/20/2014 INTRODUCED.
CA AB 2176	<b>AUTHOR:</b>	Perez J [D]
	<b>TITLE:</b>	Governor's Office of Business and Economic Development
	<b>INTRODUCED:</b>	02/20/2014
	<b>DISPOSITION:</b>	Pending
	<b>COMMITTEE:</b>	Assembly Jobs, Economic Development, and The Economy Committee
	<b>HEARING:</b>	04/22/2014 9:00 am
	<b>SUMMARY:</b>	Requires GO-Biz to perform described activities and to develop recommendations for an economic development strategic plan for the state.
	<b>STATUS:</b>	03/06/2014 To ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY.
CA AB 2193	<b>AUTHOR:</b>	Gordon [D]
	<b>TITLE:</b>	Habitat Restoration and Enhancement Act
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	02/20/2014
	<b>DISPOSITION:</b>	Pending
	<b>COMMITTEE:</b>	Assembly Water, Parks and Wildlife Committee

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**HEARING:** 04/08/2014 9:00 am

**SUMMARY:**

Enacts the Habitat Restoration and Enhancement Act and related fund. Authorizes the Department of Fish and Wildlife to schedule fees for projects, based on the cost of a project, sufficient to recover all reasonable administrative and implementation costs but not to exceed fees adopted by the department for standard lake or streambed alteration agreements for projects of comparable cost.

**STATUS:**

03/06/2014 To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.

CA AB 2197

**AUTHOR:** Mullin [D]

**TITLE:** Vehicles: Temporary License Plates

**INTRODUCED:** 02/20/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Transportation Committee

**SUMMARY:**

Requires the Department of Motor Vehicles, in collaboration with qualified industry partners, to develop a temporary license plate system to enable vehicle dealers and lessor-retails to print temporary license plates on weatherproof paper or other media. Requires that the system be in operation by a specified date.

**STATUS:**

03/06/2014 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 2208

**AUTHOR:** Allen T. [R]

**TITLE:** CEQA: Southern California International Gateway Project

**INTRODUCED:** 02/20/2014

**DISPOSITION:** Pending

**LOCATION:** ASSEMBLY

**SUMMARY:**

Declares the intent of the Legislature to enact legislation that would facilitate the infrastructure development and implementation of the final environmental impact report which was prepared for the Southern California International Gateway Project, a proposed project for the construction and installation of various cargo handling and transfer facilities in the Port of Los Angeles.

**STATUS:**

02/20/2014 INTRODUCED.

CA AB 2227

**AUTHOR:** Quirk [D]

**TITLE:** Building Standards: Solar Energy Systems

**FISCAL** yes

**COMMITTEE:**

**URGENCY** no

**CLAUSE:**

**INTRODUCED:** 02/20/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Business, Professions and Consumer Protection Committee

**SUMMARY:**

Requires the building standards for the construction, installation and alteration of solar energy systems, be adopted and published in the California Building Standards Code by the commission no later than July 1, 2015.

**STATUS:**

03/06/2014 To ASSEMBLY Committee on BUSINESS, PROFESSIONS &

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CONSUMER PROTECTION.

CA AB 2250	<b>AUTHOR:</b>	Daly [D]
	<b>TITLE:</b>	Toll Facilities: Revenues
	<b>INTRODUCED:</b>	02/21/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Transportation Committee
	<b>SUMMARY:</b>	Requires the Department of Transportation when adopting statewide policies for toll facilities on the state highway system, to ensure that a majority of the toll revenues generated from toll facilities on the state highways system that are administered by local agencies remain available for expenditure by those local agencies.
	<b>STATUS:</b>	03/06/2014 To ASSEMBLY Committee on TRANSPORTATION.
CA AB 2280	<b>AUTHOR:</b>	Alejo [D]
	<b>TITLE:</b>	Community Revitalization and Investment Authorities
	<b>INTRODUCED:</b>	02/21/2014
	<b>DISPOSITION:</b>	Pending
	<b>COMMITTEE:</b>	Assembly Housing and Community Development Committee
	<b>HEARING:</b>	03/26/2014 9:00 am
	<b>SUMMARY:</b>	Authorizes certain local agencies to form a community revitalization authority within a community revitalization and investment area, to carry out provisions of the Community Redevelopment Law. Provides for the financing of these activities by the issuance of bonds serviced by tax increment revenues.
	<b>STATUS:</b>	03/06/2014 To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.
CA AB 2281	<b>AUTHOR:</b>	Hagman [R]
	<b>TITLE:</b>	State Air Resources Board: Public Utilities Commission
	<b>INTRODUCED:</b>	02/21/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Natural Resources Committee
	<b>SUMMARY:</b>	Requires the President pro Tempore of the Senate and the Speaker of the Assembly to jointly appoint Members of the Legislature to be legislative oversight participants in the proceedings of the State Air Resources Board and the Public Utilities Commission. Provides related duties for the Board and Commission.
	<b>STATUS:</b>	03/06/2014 To ASSEMBLY Committees on NATURAL RESOURCES and UTILITIES AND COMMERCE.
CA AB 2290	<b>AUTHOR:</b>	Perez J [D]
	<b>TITLE:</b>	California Infrastructure and Economic Development Bank
	<b>INTRODUCED:</b>	02/21/2014
	<b>DISPOSITION:</b>	Pending
	<b>COMMITTEE:</b>	Assembly Jobs, Economic Development, and The Economy Committee
	<b>HEARING:</b>	04/22/2014 9:00am
	<b>SUMMARY:</b>	Relates to the California Infrastructure and Economic Development Bank in the Governor's

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Office of Business and Economic Development. Adds a Member of the Assembly, or a designee and a Member of the Senate, or a designee as advisory members of the board. Requires the bank to serve as the primary state agency for purposes of developing an application for, and applying to, any federal infrastructure bank or financial authority.

**STATUS:**

03/06/2014 To ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY.

CA AB 2348 **AUTHOR:** Stone [D]

**TITLE:** Natural Resources Climate Improvement Program

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Natural Resources Committee

**SUMMARY:**

Establishes the Natural Resources Climate Improvement Program to assist in the development and implementation of highly leveraged, regionally integrated natural resources projects that maximize greenhouse gas emissions reductions or sequestration. Authorizes moneys from the Greenhouse Gas Reduction Fund to be available to implement the Natural Resources Climate Improvement Program.

**STATUS:**

03/10/2014 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 2355 **AUTHOR:** Levine [D]

**TITLE:** Local Governments: Streets and Highways

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Local Government Committee

**SUMMARY:**

Requires a local government that has jurisdiction over a street or highway to either adopt the standards developed by the Department of Transportation for recycled paving materials and for recycled base, subbase, and previous backfill materials, or discuss why it is not adopting those standards at a public hearing.

**STATUS:**

03/10/2014 To ASSEMBLY Committee on LOCAL GOVERNMENT.

**Priority:** High

CA AB 2363 **AUTHOR:** Quirk [D]

**TITLE:** Greenhouse Gases: Offsets

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Natural Resources Committee

**SUMMARY:**

Requires the State Air Resources Board to adopt regulations providing for the generation of offset credits that may be used, sold or traded pursuant to a market based compliance mechanism that the state board may adopt for forest management activities performed for the purpose of reducing risk of severe wildfires and activities involving the application of biochar to soil.

**STATUS:**

03/10/2014 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 2383 **AUTHOR:** Achadjian [R]

**TITLE:** Public Works: Prevailing Wages

**INTRODUCED:** 02/21/2014

Attachment A

**DISPOSITION:** Pending  
**LOCATION:** ASSEMBLY  
**SUMMARY:**

Makes a technical, nonsubstantive change to existing law that defines public works for the purpose of requirements regarding the payment of prevailing wages, to include construction, alteration, demolition, installation, or repair work done under contract and requires that not less than the general prevailing rate of per diem wages be paid to workers employed on public works projects.

**STATUS:**  
02/21/2014 INTRODUCED.

CA AB 2390 **AUTHOR:** Muratsuchi [D]

**TITLE:** Low Carbon Fuel Standard: Green Credit Reserve

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Natural Resources Committee

**SUMMARY:**

Requires the Governor to designate a state agency to establish and administer a Low Carbon and Renewable Fuels Credit Reserve, the Green Credit Reserve or Reserve, to facilitate and encourage the development of renewable and low carbon transportation fuel projects in the state by providing stability and predictability for the value of credits generated by the production of those fuels. Relates to contracts by the Reserve for projects to produce renewable transportation fuels that qualify for credits.

**STATUS:**  
03/10/2014 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 2412 **AUTHOR:** Atkins [D]

**TITLE:** Cities: Community Benefit Districts

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Local Government Committee

**SUMMARY:**

Authorizes a local agency to form a community benefit district by complying with specified procedures and requirements, to be operated by a nonprofit management company, and to levy an assessment for the funding of certain improvements and activities within the district.

**STATUS:**  
03/10/2014 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 2415 **AUTHOR:** Ting [D]

**TITLE:** Energy: Electric Vehicle Charging Station: Grants

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Assembly Natural Resources Committee

**SUMMARY:**

Requires the State Energy Resources Conservation and Development Commission to develop and administer an electric vehicle charging station matching grant program to provide financial assistance to cities, counties, and a city and county for the installation of electric vehicle charging stations at public on-street parking locations.

**STATUS:**  
03/10/2014 To ASSEMBLY Committees on NATURAL RESOURCES and TRANSPORTATION.

Attachment A

**CA AB 2445**     **AUTHOR:**     Chau [D]  
**TITLE:**             Community Colleges: Transportation Fees  
**INTRODUCED:**     02/21/2014  
**DISPOSITION:**     Pending  
**COMMITTEE:**       Assembly Higher Education Committee  
**HEARING:**          04/01/2014 1:30 pm  
**SUMMARY:**  
 Specifies that a community college district is authorized to enter into a contract for the specified transportation services if a majority of the students of that district, or campus of that district, approve the payment of a certain fee within the same time period.  
**STATUS:**  
 03/10/2014             To ASSEMBLY Committee on HIGHER EDUCATION.

**CA AB 2471**     **AUTHOR:**     Frazier [D]  
**TITLE:**             Public Contracts: Change Orders  
**INTRODUCED:**     02/21/2014  
**DISPOSITION:**     Pending  
**LOCATION:**           Assembly Accountability and Administrative Review Committee  
**SUMMARY:**  
 Requires a public entity, when authorized to order changes or additions in the work in a public works contract awarded to the lowest bidder, to issue a change order promptly. Requires if this requirement is not met, the public entity to be liable to the original contractor for payment of the contractor's invoice.  
**STATUS:**  
 03/13/2014             To ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW.

**CA AB 2554**     **AUTHOR:**     Rendon [D]  
**TITLE:**             Bond Accountability  
**INTRODUCED:**     02/21/2014  
**DISPOSITION:**     Pending  
**LOCATION:**           Assembly Accountability and Administrative Review Committee  
**SUMMARY:**  
 Creates the Natural Resources Bond Accountability Commission to provide independent review of all expenditures resulting from the adoption of any natural resource related bond acts approved by the voters. Relates to the Safe Clean, and Reliable Drinking Water Supply Act of 2012. Provides for commission membership.  
**STATUS:**  
 03/17/2014             To ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW.

**CA AB 2555**     **AUTHOR:**     Bocanegra [D]  
**TITLE:**             Cradle-to-career Initiatives: Report  
**INTRODUCED:**     02/21/2014  
**DISPOSITION:**     Pending  
**LOCATION:**           Assembly Education Committee  
**SUMMARY:**  
 Requires the Superintendent of Public Instruction to develop a report exploring the feasibility of establishing and expanding cradle-to-career initiatives that are collective-impact strategies containing specified tenets and to provide the Legislature with an interim status report.  
**STATUS:**  
 03/13/2014             To ASSEMBLY Committee on EDUCATION.

Attachment A

**CA AB 2629**     **AUTHOR:**     Bloom [D]

**TITLE:**     Conservation and Mitigation Banks: Review and Approval

**INTRODUCED:**     02/21/2014

**DISPOSITION:**     Pending

**LOCATION:**     ASSEMBLY

**SUMMARY:**

States the intent of the Legislature to enact later legislation that would create an expedited review and approval process by the Department of Fish and Wildlife of an entity applying to the department to establish a conservation bank or mitigation bank for threatened, endangered, or other special status species.

**STATUS:**

02/21/2014     INTRODUCED.

**CA AB 2639**     **AUTHOR:**     Lowenthal B [D]

**TITLE:**     State Freight Plan

**INTRODUCED:**     02/21/2014

**DISPOSITION:**     Pending

**LOCATION:**     ASSEMBLY

**SUMMARY:**

Makes nonsubstantive changes to existing law that requires the Transportation Agency to prepare a state freight plan with specified elements to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight.

**STATUS:**

02/21/2014     INTRODUCED.

**CA AB 2650**     **AUTHOR:**     Conway [R]

**TITLE:**     Bonds: Transportation

**INTRODUCED:**     02/21/2014

**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 I blended system.

**STATUS:**

03/17/2014     To ASSEMBLY Committee on TRANSPORTATION.

**CA AB 2651**     **AUTHOR:**     Linder [R]

**TITLE:**     Vehicle Weight Fees: Transportation Bond Debt

**INTRODUCED:**     02/21/2014

**DISPOSITION:**     Pending

**LOCATION:**     Assembly Transportation Committee

**SUMMARY:**

Prohibits weight fee revenue from being transferred from the State Highway Account to the Transportation Debt Service Fund or to the Transportation Bond Direct Payment Account, and from being used to pay the debt service on transportation general obligation bonds.

**STATUS:**

03/17/2014     To ASSEMBLY Committee on TRANSPORTATION.

## Attachment A

CA AB 2652	<b>AUTHOR:</b>	Linder [R]
	<b>TITLE:</b>	Transportation Funds
	<b>INTRODUCED:</b>	02/21/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	Makes nonsubstantive changes to existing law that requires funds in the State Highway Account to be programmed, budgeted, and expended to maximize the use of federal funds and according to a specified sequence of priorities.
	<b>STATUS:</b>	02/21/2014 INTRODUCED.
CA AB 2653	<b>AUTHOR:</b>	Linder [R]
	<b>TITLE:</b>	Transportation Funds
	<b>INTRODUCED:</b>	02/21/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	Makes a nonsubstantive change to existing law that establishes a policy for expenditure of certain state and federal funds available to the state for transportation purposes.
	<b>STATUS:</b>	02/21/2014 INTRODUCED.
CA AB 2686	<b>AUTHOR:</b>	Perea [D]
	<b>TITLE:</b>	Clean, Safe, and Reliable Water Supply Act of 2014
	<b>INTRODUCED:</b>	02/21/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Water, Parks and Wildlife Committee
	<b>SUMMARY:</b>	Repeals the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Clean, Safe, and Reliable Water Supply Act of 2014, which, if adopted by the votes, would authorize the issuance of bonds to finance a clean, safe, and reliable water supply program. Provides for the submission of the bond act to the voters at a statewide general election.
	<b>STATUS:</b>	03/17/2014 To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.
CA AB 2702	<b>AUTHOR:</b>	González [D]
	<b>TITLE:</b>	Highways
	<b>INTRODUCED:</b>	02/21/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	Makes a nonsubstantive change to existing law that grants the Department of Transportation the full possession and control of all state highways. Authorizes the department to construct all state highways.
	<b>STATUS:</b>	02/21/2014 INTRODUCED.
CA ACA 1	<b>AUTHOR:</b>	Donnelly [R]
	<b>TITLE:</b>	Administrative Regulations: Legislative Approval
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no

Attachment A

**CLAUSE:**

**INTRODUCED:** 12/03/2012

**DISPOSITION:** Failed

**LOCATION:** ASSEMBLY

**SUMMARY:**

Requires an administrative agency to submit all regulations to the Legislature for approval. Authorizes the Legislature, by means of a concurrent resolution, to approve a regulation adopted by an administrative agency of the state.

**STATUS:**

02/03/2014 From ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW without further action pursuant to JR 62(a).

**CA ACA 3 AUTHOR: Campos [D]**

**TITLE:** Local Government Finance: Public Safety Services

**FISCAL** no

**COMMITTEE:**

**URGENCY** no

**CLAUSE:**

**INTRODUCED:** 01/22/2013

**DISPOSITION:** Pending

**LOCATION:** Assembly Local Government Committee

**SUMMARY:**

Authorizes the imposition, extension, or increase of a special tax for funding fire, emergency response, police, or sheriff services, upon the approval of 55% of the voters voting. Creates an additional exception to the 1% limit for a rate imposed by a city, county, or special district to service bonded indebtedness incurred to fund certain fire, emergency response, police, or sheriff buildings or facilities, and equipment that is approved by 55% of the voters of the city, county, or special district.

**STATUS:**

04/04/2013 To ASSEMBLY Committees on LOCAL GOVERNMENT and APPROPRIATIONS.

**CA ACA 8 AUTHOR: Blumenfield [D]**

**TITLE:** Local Government Financing: Voter Approval

**FISCAL** no

**COMMITTEE:**

**URGENCY** no

**CLAUSE:**

**INTRODUCED:** 02/13/2013

**LAST AMEND:** 04/04/2013

**DISPOSITION:** Pending

**LOCATION:** Senate Governance and Finance Committee

**SUMMARY:**

Proposes an amendment to the Constitution to create an additional exception to the 1% limit for an ad valorem tax rate imposed by a city, county, city and county, or special district, to service bonded indebtedness incurred to fund specified public improvements and facilities, or buildings used primarily to provide sheriff, police, or fire protection services, that is approved by 55% of the voters of the city, county, city and county, or special district.

**STATUS:**

06/27/2013 To SENATE Committees on GOVERNANCE AND FINANCE and ELECTIONS AND CONSTITUTIONAL AMENDMENTS.

## Attachment A

<b>CA SB 1</b>	<b>AUTHOR:</b>	Steinberg [D]
	<b>TITLE:</b>	Sustainable Communities Investment Authority
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	12/03/2012
	<b>LAST AMEND:</b>	09/03/2013
	<b>DISPOSITION:</b>	Pending
	<b>FILE:</b>	A-5
	<b>LOCATION:</b>	Senate Inactive File
	<b>SUMMARY:</b>	Authorizes certain public entities of a Sustainable Communities Investment Area to form a Sustainable Communities Investment Authority to carry out the Community Redevelopment Law. Provides for tax increment funding receipt under certain economic development and planning criteria. Establishes prequalification requirements for receipt of funding. Requires monitoring and enforcement of prevailing wage requirements within the area. Excludes certain types of farmland.
	<b>STATUS:</b>	
	09/12/2013	In SENATE. To Inactive File.
<b>CA SB 11</b>	<b>AUTHOR:</b>	Pavley [D]
	<b>TITLE:</b>	Alternative Fuel and Vehicle Technologies: Funding
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	yes
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	12/03/2012
	<b>LAST AMEND:</b>	09/06/2013
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Transportation Committee
	<b>SUMMARY:</b>	Relates to compensation for the retirement of certain high polluting vehicles. Requires an update to guidelines for an enhanced fleet modernization program to include specified elements. Establishes compensation for replacement vehicles. Extends smog abatement fees in amounts required to make deposits into the Alternative and Renewable Fuel and Vehicle Technology Fund, the Air Quality Improvement Fund, and a specified Subaccount. Relates to grants for air emission pollutant reduction projects.
	<b>STATUS:</b>	
	09/11/2013	In ASSEMBLY Committee on TRANSPORTATION: Not heard.
<b>CA SB 33</b>	<b>AUTHOR:</b>	Wolk [D]
	<b>TITLE:</b>	Infrastructure Financing Districts: Voter Approval
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	12/03/2012
	<b>LAST AMEND:</b>	08/26/2013
	<b>DISPOSITION:</b>	Pending
	<b>FILE:</b>	A-13
	<b>LOCATION:</b>	Assembly Inactive File
	<b>SUMMARY:</b>	

Attachment A

Revises provisions governing infrastructure financing districts. Eliminates the requirement of voter approval for creation of the district and for bond issuance, and authorizes the legislative body to create the district subject to specified procedures. Authorizes the creation of such district subject to specified procedures. Authorizes a district to finance specified actions and project. Prohibits financing until a certain requirement is met. Prohibits assistance to a vehicle dealer or big box retailer.

**STATUS:**

09/11/2013 In ASSEMBLY. To Inactive File.

**CA SB 133 AUTHOR: DeSaulnier [D]**

**TITLE:** Redevelopment

**FISCAL** yes

**COMMITTEE:**

**URGENCY** no

**CLAUSE:**

**INTRODUCED:** 01/28/2013

**LAST AMEND:** 08/06/2013

**DISPOSITION:** Pending

**FILE:** A-3

**LOCATION:** Senate Inactive File

**SUMMARY:**

Amends the Community Redevelopment Law. Requires a redevelopment agency to include additional information relating to any major audit violations, any corrections of those violations, and planning and general administrative expenses of the Low and Moderate Income Housing Fund. Authorizes quality control reviews by the Controller and the publishing of those reviews. Requires audits of such agencies to ensure compliance with the law. Relates to funding for housing construction and/or rehabilitation.

**STATUS:**

09/10/2013 In SENATE. From Unfinished Business. To Inactive File.

**CA SB 176 AUTHOR: Galgiani [D]**

**TITLE:** Administrative Procedures

**FISCAL** yes

**COMMITTEE:**

**URGENCY** no

**CLAUSE:**

**INTRODUCED:** 02/06/2013

**LAST AMEND:** 08/07/2013

**DISPOSITION:** Pending

**LOCATION:** Assembly Appropriations Committee

**SUMMARY:**

Requires the Office of Administrative Law to allow electronic submission to the Office by a state agency of notices required to be published and information required to be submitted pursuant to specified provisions of existing law. Expands the public discussion required described in existing law to require a state agency proposing to adopt regulations, prior to publication of a notice of proposed adoption, amendment, or repeal, to involve parties that would be subject to the regulations in such discussions.

**STATUS:**

08/30/2013 In ASSEMBLY Committee on APPROPRIATIONS: To Suspense File.

08/30/2013 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

## Attachment A

CA SB 628	<b>AUTHOR:</b>	Beall [D]
	<b>TITLE:</b>	Infrastructure Financing: Transit Priority Projects
	<b>FISCAL</b>	no
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	02/22/2013
	<b>LAST AMEND:</b>	08/05/2013
	<b>DISPOSITION:</b>	Pending
	<b>FILE:</b>	A-57
	<b>LOCATION:</b>	Senate Inactive File
	<b>SUMMARY:</b>	Eliminates the requirement of voter approval for the adoption of an infrastructure financing plan, the creation of an infrastructure financing district, and the issuance of bonds with respect to a transit priority project. Requires a specified percentage of the revenue for increasing, improving, and preserving the supply of lower and moderate-income housing. Requires a low-income housing replacement ordinance.
	<b>STATUS:</b>	
	08/19/2013	Withdrawn from Enrollment.
	08/19/2013	Ordered Held at SENATE desk.
CA SB 731	<b>AUTHOR:</b>	Steinberg [D]
	<b>TITLE:</b>	Environment: California Environmental Quality Act
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	02/22/2013
	<b>LAST AMEND:</b>	09/09/2013
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Assembly Second Reading File
	<b>SUMMARY:</b>	Relates to the State Environmental Quality Act. Provides that certain impacts of a residential, mixed-use, or employment center project within a transit priority area shall not be considered significant impacts. Requires guidelines for thresholds of significance for noise and transportation impacts to be made available. Requires preparation of environmental impact reports. Extends the tolling of time for judicial actions and mitigation measures. Relates to sustainable communities planning and grants.
	<b>STATUS:</b>	
	09/11/2013	From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass as amended. (9-0)
CA SB 785	<b>AUTHOR:</b>	Wolk [D]
	<b>TITLE:</b>	Design-Build
	<b>FISCAL</b>	yes
	<b>COMMITTEE:</b>	
	<b>URGENCY</b>	no
	<b>CLAUSE:</b>	
	<b>INTRODUCED:</b>	02/22/2013
	<b>LAST AMEND:</b>	01/14/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	ASSEMBLY
	<b>SUMMARY:</b>	

Attachment A

Repeals certain authorizations and enacts provisions that would authorize the Department of General Services, the Department of Corrections and Rehabilitation, and certain local agencies to use the design-build procurement process for specified public works. Authorizes the use of such process by the Marin Healthcare District when contracting for building and improvements construction to a hospital or health facility. Requires specified moneys to be deposited into the State Public Works Enforcement Fund.

**STATUS:**

01/27/2014 In SENATE. Read third time. Passed SENATE. \*\*\*\*\*To ASSEMBLY. (35-0)

**CA SB 834** **AUTHOR:** Huff [R]

**TITLE:** Sustainable Environmental Protection Act

**FISCAL** yes

**COMMITTEE:**

**URGENCY** yes

**CLAUSE:**

**INTRODUCED:** 01/06/2014

**LAST AMEND:** 03/20/2014

**DISPOSITION:** Pending

**COMMITTEE:** Senate Environmental Quality Committee

**HEARING:** 04/02/2014 9:30 am

**SUMMARY:**

Enacts the Sustainable Environmental Protection Act. Specifies the environmental review of projects pursuant to the California Environmental Quality Act (CEQA) is required to consider only specified environmental topic areas. Provides this legislation would prohibit a judicial action or proceeding challenging an action taken place by a lead agency on the ground of noncompliance of specified CEQA procedures. Provides the conditions under which the Sustainable Environmental Protection Act applies.

**STATUS:**

03/20/2014 From SENATE Committee on ENVIRONMENTAL QUALITY with author's amendments.

03/20/2014 In SENATE. Read second time and amended. Re-referred to Committee on ENVIRONMENTAL QUALITY.

**CA SB 848** **AUTHOR:** Wolk [D]

**TITLE:** Safe Drinking Water, Water Quality, and Water Supply

**INTRODUCED:** 01/09/2014

**LAST AMEND:** 02/20/2014

**DISPOSITION:** Pending

**LOCATION:** Senate Appropriations Committee

**SUMMARY:**

Repeals the provisions of existing law that created the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Safe Drinking Water, Water Quality, and Flood Protection Act of 2014 which would authorize the issuance of bonds pursuant to the State General Obligation Bond Law to finance a safe drinking water, water quality, and water supply program.

**STATUS:**

02/26/2014 From SENATE Committee on GOVERNANCE AND FINANCE: Do pass to Committee on APPROPRIATIONS. (5-2)

**CA SB 901** **AUTHOR:** Vidak [R]

**TITLE:** High-Speed Rail: Funding

**INTRODUCED:** 01/16/2014

Attachment A

**DISPOSITION:** Pending  
**LOCATION:** Senate Transportation and Housing Committee  
**SUMMARY:**

Amends the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century to provide that no further bonds shall be sold for high-speed rail and related rail purposes. Authorizes explicitly the net proceeds received from outstanding bonds issued and sold prior to the effective date of these provisions, upon appropriation, to be redirected from those high-speed rail purposes to retiring the debt incurred from the issuance and sale of those outstanding bonds.

**STATUS:**  
02/06/2014 To SENATE Committees on TRANSPORTATION AND HOUSING and GOVERNANCE AND FINANCE.

CA SB 902 **AUTHOR:** Vidak [R]

**TITLE:** High-Speed Rail: Eminent Domain  
**INTRODUCED:** 01/16/2014  
**DISPOSITION:** Pending  
**LOCATION:** Senate Transportation and Housing Committee  
**SUMMARY:**

Prohibits the High Speed Rail Authority or the State Public Works Board, acting on behalf of the Authority, from adopting a resolution of necessity to commence an eminent domain proceeding to acquire a parcel of real property for the high-speed train system unless the resolution identifies the sources of all funds to be invested in the property and the anticipated time of receipt of those funds.

**STATUS:**  
02/06/2014 To SENATE Committees on TRANSPORTATION AND HOUSING and JUDICIARY.

CA SB 903 **AUTHOR:** Vidak [R]

**TITLE:** High-Speed Rail: Property Tax Revenues  
**INTRODUCED:** 01/16/2014  
**DISPOSITION:** Pending  
**LOCATION:** Senate Transportation and Housing Committee  
**SUMMARY:**

Requires the High Speed Rail Authority, with respect to real property acquired by it and from moneys available for expenditure by it from the High-Speed Passenger Train Bond Fund, to annually pay to the county in which the real property is located an amount equal to the property tax equivalent.

**STATUS:**  
02/06/2014 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 904 **AUTHOR:** Vidak [R]

**TITLE:** High-Speed Rail: Private Property: Owner Consent  
**INTRODUCED:** 01/16/2014  
**DISPOSITION:** Pending  
**LOCATION:** Senate Transportation and Housing Committee  
**SUMMARY:**

Requires the High-Speed Rail Authority to require any employee of the Authority or any employee working for a public or private entity that has contracted with the Authority, prior to entering onto any privately-owned property, identify himself or herself to the property owner and obtain the consent of the property owner.

**STATUS:**  
02/06/2014 To SENATE Committees on TRANSPORTATION AND HOUSING

## Attachment A

and JUDICIARY.

CA SB 925	<b>AUTHOR:</b>	Wright [D]
	<b>TITLE:</b>	Alameda Corridor Transportation Authority
	<b>INTRODUCED:</b>	01/29/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Senate Rules Committee
	<b>SUMMARY:</b>	Requires the Alameda Corridor Transportation Authority to adopt and publish a tariff under which use fee for movement of cargo on the Corridor rail system is imposed on users. Requires the Authority to contract with independent 3rd party collection agency to collect the use fee. Requires a user to waive any damages or other claims as a result of enforcement of the tariff. Requires railroad operators operating on the corridor to provide the Authority with certain information about a user's cargo.
	<b>STATUS:</b>	
	03/13/2014	To SENATE Committee on RULES.
CA SB 927	<b>AUTHOR:</b>	Cannella [R]
	<b>TITLE:</b>	Safe, Clean, and Reliable Drinking Water Supply Act
	<b>INTRODUCED:</b>	01/29/2014
	<b>DISPOSITION:</b>	Pending
	<b>COMMITTEE:</b>	Senate Natural Resources and Water Committee
	<b>HEARING:</b>	04/08/2014 9:30 am
	<b>SUMMARY:</b>	Renames the Safe, Clean, and Reliable Drinking Water Supply Act of 2012 as the Safe, Clean, and Reliable Drinking Water Supply Act of 2014 and makes conforming changes. Authorizes the issuance of bonds in a specified amount by reducing the amount available for projects related to drought relief and water supply reliability.
	<b>STATUS:</b>	
	02/06/2014	To SENATE Committees on NATURAL RESOURCES AND WATER, ENVIRONMENTAL QUALITY and GOVERNANCE AND FINANCE.
CA SB 953	<b>AUTHOR:</b>	Roth [D]
	<b>TITLE:</b>	Vehicles: Parking: Public Grounds
	<b>INTRODUCED:</b>	02/06/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Senate Transportation and Housing Committee
	<b>SUMMARY:</b>	Amends existing law that authorizes a public transportation agency that imposes any condition or regulation upon a person who parks or leaves standing any vehicle, to enforce that condition or regulation in the same manner generally provided for the enforcement of parking regulations or designate specific employees for the purpose of removing the vehicle. Includes the Riverside County Transportation Commission within the definition of public transportation agency.
	<b>STATUS:</b>	
	02/20/2014	To SENATE Committee on TRANSPORTATION AND HOUSING.
	<b>Priority:</b>	High
CA SB 969	<b>AUTHOR:</b>	DeSaulnier [D]
	<b>TITLE:</b>	Public Works
	<b>INTRODUCED:</b>	02/10/2014
	<b>DISPOSITION:</b>	Pending

Attachment A

**LOCATION:** Senate Transportation and Housing Committee

**SUMMARY:**

Authorizes these provisions to be known and cited as the Public Works Project Overview Improvement Act. Defines a megaproject as a transportation project with total estimated development and construction costs exceeding a specified amount. Requires the agency administering a megaproject to establish a peer review group and to take specified actions to manage the risks associated with a megaproject including establishing a comprehensive risk management plan, and regularly reassessing its reserves.

**STATUS:**

02/20/2014 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 990

**AUTHOR:** Vidak [R]

**TITLE:** Transportation Funds: Disadvantaged Small Communities

**INTRODUCED:** 02/12/2014

**DISPOSITION:** Pending

**LOCATION:** Senate Transportation and Housing Committee

**SUMMARY:**

Requires each regional transportation improvement program to program 5% of funds available for regional improvement projects to disadvantaged small communities. Requires regional transportation agencies and county transportation commissions to prioritize funding congestion relief and safety needs in programming these moneys.

**STATUS:**

02/20/2014 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 1033

**AUTHOR:** Torres [D]

**TITLE:** Land Use: Local Planning: Housing Elements

**INTRODUCED:** 02/14/2014

**DISPOSITION:** Pending

**COMMITTEE:** Senate Transportation and Housing Committee

**HEARING:** 04/01/2014 1:30 pm

**SUMMARY:**

Amends the Planning and Zoning Law that requires the housing element, in turn to contain, among other items, an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. Revises references to redevelopment agencies within those housing element provisions to instead refer to successor housing agencies.

**STATUS:**

02/27/2014 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 1037

**AUTHOR:** Hernandez E [D]

**TITLE:** State Highways

**INTRODUCED:** 02/18/2014

**DISPOSITION:** Pending

**LOCATION:** Senate Rules Committee

**SUMMARY:**

Makes nonsubstantive changes to existing law that provides that the Department of Transportation has full possession and control of the state highway system.

**STATUS:**

02/27/2014 To SENATE Committee on RULES.

## Attachment A

CA SB 1049	<b>AUTHOR:</b>	Pavley [D]
	<b>TITLE:</b>	Integrated Regional Water Management Plans
	<b>INTRODUCED:</b>	02/18/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Senate Natural Resources and Water Committee
	<b>SUMMARY:</b>	Amends the Integrated Regional Water Management Planning Act. Includes projects or programs that reduce energy used to acquire, transport, treat, or distribute water, as a regional project or program. Requires a regional water management group to include all water suppliers that are within a watershed area, the area over a groundwater basin or subbasin, or the area within a county's boundaries.
	<b>STATUS:</b>	
	02/27/2014	To SENATE Committee on NATURAL RESOURCES AND WATER.
CA SB 1064	<b>AUTHOR:</b>	Hill [D]
	<b>TITLE:</b>	Public Utilities Commission: Railroads: Safety
	<b>INTRODUCED:</b>	02/18/2014
	<b>DISPOSITION:</b>	Pending
	<b>COMMITTEE:</b>	Senate Energy, Utilities and Communications Committee
	<b>HEARING:</b>	04/01/2014 9:30 am
	<b>SUMMARY:</b>	Enacts similar provisions applicable to National Transportation Safety Board (NTSB) safety recommendations concerning railroads.
	<b>STATUS:</b>	
	02/27/2014	To SENATE Committee on ENERGY, UTILITIES AND COMMUNICATIONS.
CA SB 1077	<b>AUTHOR:</b>	DeSaulnier [D]
	<b>TITLE:</b>	Vehicles: Vehicle-Miles-Traveled Charges
	<b>INTRODUCED:</b>	02/19/2014
	<b>DISPOSITION:</b>	Pending
	<b>COMMITTEE:</b>	Senate Transportation and Housing Committee
	<b>HEARING:</b>	04/22/2014 1:30 pm
	<b>SUMMARY:</b>	Requires the Department of Motor Vehicles to develop and implement a pilot program designed to assess specified issues related to implementing a vehicle-miles-traveled fee. Requires the department to prepare and submit a specified report of its findings.
	<b>STATUS:</b>	
	02/27/2014	To SENATE Committee on TRANSPORTATION AND HOUSING.
CA SB 1080	<b>AUTHOR:</b>	Fuller [R]
	<b>TITLE:</b>	Safe, Clean, and Reliable Drinking Water Supply Act
	<b>INTRODUCED:</b>	02/19/2014
	<b>DISPOSITION:</b>	Pending
	<b>LOCATION:</b>	Senate Rules Committee
	<b>SUMMARY:</b>	Relates to the Safe, Clean, and Reliable Drinking Water Supply Act of 2012, which, if approved by the voters, would authorize the issuance of bonds in a specified amount. Declares the intent of the Legislature to enact legislation to reduce the bond amount.
	<b>STATUS:</b>	
	02/27/2014	To SENATE Committee on RULES.

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**CA SB 1121**     **AUTHOR:**     De León [D]  
**TITLE:**             The California Green Bank  
**INTRODUCED:**     02/19/2014  
**DISPOSITION:**     Pending  
**LOCATION:**           Senate Rules Committee  
**SUMMARY:**  
States the intent of the Legislature to enact legislation that would establish the Green Bank to coordinate, align, and enhance the state's efforts to provide energy finance programs for advanced energy technologies and projects throughout the state.  
**STATUS:**  
02/27/2014             To SENATE Committee on RULES.

**CA SB 1122**     **AUTHOR:**     Pavley [D]  
**TITLE:**             Sustainable Communities: Strategic Growth Council  
**INTRODUCED:**     02/19/2014  
**DISPOSITION:**     Pending  
**COMMITTEE:**       Senate Environmental Quality Committee  
**HEARING:**         04/02/2014 9:30 am  
**SUMMARY:**  
Requires the Strategic Growth Council to provide financial assistance for those purposes, to be funded from moneys from the Greenhouse Gas Reduction Fund. Requires the regional plan or other planning instrument to meet the requirements of an applicable sustainable communities strategy, alternative transportation plans, or other regional greenhouse gas emission reduction plans within a developed area. Authorizes grants for agricultural, natural resource, and open space land protection plans.  
**STATUS:**  
02/27/2014             To SENATE Committees on ENVIRONMENTAL QUALITY and RULES.

**CA SB 1125**     **AUTHOR:**     Pavley [D]  
**TITLE:**             Greenhouse Gases: Emissions Reduction  
**INTRODUCED:**     02/19/2014  
**DISPOSITION:**     Pending  
**LOCATION:**           Senate Rules Committee  
**SUMMARY:**  
Requires the State Air Resources Board to develop and submit to the Governor and the Legislature a report containing recommendations on a timetable of reduction targets of greenhouse gas emissions and short-lived climate pollutants with high global warming potentials beyond 2020.  
**STATUS:**  
02/27/2014             To SENATE Committee on RULES.

**CA SB 1129**     **AUTHOR:**     Steinberg [D]  
**TITLE:**             Successor Agencies to Redevelopment Agencies  
**INTRODUCED:**     02/19/2014  
**DISPOSITION:**     Pending  
**COMMITTEE:**       Senate Governance and Finance Committee  
**HEARING:**         04/09/2014 9:30 am  
**SUMMARY:**  
Authorizes a successor agency to utilize the proceeds of bonds issued during the 2011 calendar year, upon the approval of the oversight board, if the oversight board, in consultation with the relevant metropolitan planning organization, determines that the use of the bond proceeds is consistent with the sustainable communities strategy. Prohibits

Attachment A

required compensation agreements as part of the approval of a long-range property management plan. Requires the approval of a plan as expeditiously as possible.

**STATUS:**

02/27/2014

To SENATE Committee on GOVERNANCE AND FINANCE.

**CA SB 1145**     **AUTHOR:**     Corbett [D]  
**TITLE:**     Railroad Crossings: Quiet Zones  
**INTRODUCED:**     02/20/2014  
**DISPOSITION:**     Pending  
**LOCATION:**     Senate Rules Committee  
**SUMMARY:**  
States the intent of the Legislature to enact legislation to facilitate the process of establishing local safety enhancements at railroad crossings necessary for the approval of quiet zones.  
**STATUS:**  
03/06/2014     To SENATE Committee on RULES.

**CA SB 1156**     **AUTHOR:**     Steinberg [D]  
**TITLE:**     Carbon Tax Law of 2014  
**INTRODUCED:**     02/20/2014  
**DISPOSITION:**     Pending  
**COMMITTEE:**     Senate Governance and Finance Committee  
**HEARING:**     04/09/2014 9:30 am  
**SUMMARY:**  
Imposes a carbon tax of an unspecified amount per ton of carbon-dioxide-equivalent emission on suppliers of fossil fuels.  
**STATUS:**  
03/06/2014     To SENATE Committees on GOVERNANCE AND FINANCE and RULES.

**CA SB 1204**     **AUTHOR:**     Lara [D]  
**TITLE:**     Clean Truck and Bus Program  
**INTRODUCED:**     02/20/2014  
**DISPOSITION:**     Pending  
**COMMITTEE:**     Senate Transportation and Housing Committee  
**HEARING:**     04/01/2014 1:30 pm  
**SUMMARY:**  
Creates the California Clean Truck and Bus Program, to be funded from cap and trade revenues, to fund zero- and near-zero emission truck and zero-emission bus technology and related projects, with preference to be given to projects in disadvantaged communities.  
**STATUS:**  
03/06/2014     To SENATE Committees on TRANSPORTATION AND HOUSING and ENVIRONMENTAL QUALITY.

**CA SB 1250**     **AUTHOR:**     Hueso [D]  
**TITLE:**     Safe, Clean and Reliable Drinking Water Supply Act  
**FISCAL**     no  
**COMMITTEE:**  
**URGENCY**     yes  
**CLAUSE:**  
**INTRODUCED:**     02/20/2014  
**DISPOSITION:**     Pending  
**LOCATION:**     Senate Rules Committee

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**SUMMARY:**

Amends the Safe, Clean and Reliable Drinking Water Supply Act of 2012 that would authorize the issuance of bonds to finance a safe drinking water and water supply reliability program. States the intent of the Legislature to enact legislation that would amend the act for the purpose of reducing the bond.

**STATUS:**

03/06/2014 To SENATE Committee on RULES.

CA SB 1260 **AUTHOR:** DeSaulnier [D]

**TITLE:** Local Government: Affordable Housing

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**COMMITTEE:** Senate Transportation and Housing Committee

**HEARING:** 04/08/2014 1:30 pm

**SUMMARY:**

Eliminates the requirement of a infrastructure financing districts that constructs dwelling units to set aside not less than 20% of those units for affordable housing for persons and families of low- and moderate-income.

**STATUS:**

03/06/2014 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 1268 **AUTHOR:** Beall [D]

**TITLE:** Natural Resources Climate Improvement Program

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**COMMITTEE:** Senate Natural Resources and Water Committee

**HEARING:** 04/08/2014 9:30 am

**SUMMARY:**

Establishes the Natural Resources Climate Improvement Program, to assist in the development and implementation of highly-leveraged, regionally integrated natural resources projects that maximize greenhouse gas emissions reductions or sequestration. Authorizes moneys from the Greenhouse Gas Reduction Fund to be available to implement the program.

**STATUS:**

03/06/2014 To SENATE Committees on NATURAL RESOURCES AND WATER and ENVIRONMENTAL QUALITY.

CA SB 1289 **AUTHOR:** Fuller [R]

**TITLE:** Off Highway Motor Vehicle Recreation: Land Transfer

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Senate Natural Resources and Water Committee

**SUMMARY:**

Authorizes the State Lands Commission to transfer certain parcels of land owned by the state that are adjacent to the Johnson Valley Off-Highway Vehicle Recreation Area for use for off-highway vehicle recreation.

**STATUS:**

03/06/2014 To SENATE Committee on NATURAL RESOURCES AND WATER.

CA SB 1292 **AUTHOR:** Hueso [D]

**TITLE:** Safe Drinking water State Revolving Fund

**INTRODUCED:** 02/21/2014

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**DISPOSITION:** Pending  
**LOCATION:** Senate Environmental Quality Committee  
**SUMMARY:**  
 Relates to the Safe Drinking Water State Revolving Fund. Increases the maximum amount of a construction grant award for a water system serving severely disadvantaged communities.  
**STATUS:**  
 03/06/2014 To SENATE Committee on ENVIRONMENTAL QUALITY.

**CA SB 1298** **AUTHOR:** Hernandez E [D]  
**TITLE:** High Occupancy Toll Lanes  
**INTRODUCED:** 02/21/2014  
**DISPOSITION:** Pending  
**LOCATION:** Senate Transportation and Housing Committee  
**SUMMARY:**  
 Removes the limitations on the number of high-occupancy toll lanes that the California Transportation Commission may approve. Provides for agreements between the Los Angeles County Metropolitan Transportation Authority, the Department of Transportation, and the Department of the California Highway Patrol.  
**STATUS:**  
 03/06/2014 To SENATE Committee on TRANSPORTATION AND HOUSING.

**CA SB 1312** **AUTHOR:** Steinberg [D]  
**TITLE:** Transportation Commission: Annual Report  
**INTRODUCED:** 02/21/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Senate Transportation and Housing Committee  
**HEARING:** 04/22/2014 1:30 pm  
**SUMMARY:**  
 Amends existing law requiring California Transportation Commission to adopt an annual report for submission to the legislature. Deletes the provision relating to the loan and transfer summary and discussion that was to be included in the reports.  
**STATUS:**  
 03/06/2014 To SENATE Committee on TRANSPORTATION AND HOUSING.

**CA SB 1347** **AUTHOR:** Anderson [R]  
**TITLE:** Public Contracts: Local Agencies  
**INTRODUCED:** 02/21/2014  
**DISPOSITION:** Pending  
**LOCATION:** Senate Governance and Finance Committee  
**SUMMARY:**  
 Requires a local agency to timely post on its Internet Web site a copy of any final public works contract awarded at a cost of a specified amount or more.  
**STATUS:**  
 03/13/2014 To SENATE Committee on GOVERNANCE AND FINANCE.

**CA SB 1370** **AUTHOR:** Galgiani [D]  
**TITLE:** Reliable Water Supply Bond Act of 2014  
**INTRODUCED:** 02/21/2014  
**DISPOSITION:** Pending  
**COMMITTEE:** Senate Natural Resources and Water Committee  
**HEARING:** 04/08/2014 9:30 am  
**SUMMARY:**

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Repeals the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Reliable Water Supply Bond Act of 2014 to finance surface water storage projects.

**STATUS:**

03/13/2014

To SENATE Committees on NATURAL RESOURCES AND WATER, ENVIRONMENTAL QUALITY and GOVERNANCE AND FINANCE.

**CA SB 1418** **AUTHOR:** DeSaulnier [D]

**TITLE:** Transportation Commission: Annual Report

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**COMMITTEE:** Senate Transportation and Housing Committee

**HEARING:** 04/29/2014 1:30 pm

**SUMMARY:**

Amends existing law that requires the State Transportation Commission to adopt an annual report for submission to the Legislature containing a summary of the commission's prior-year decisions in allocating transportation capital outlay funds. Deletes the provisions relating to the loan and transfer summary and discussion that was to be included in the reports submitted between 2001 and 2008.

**STATUS:**

03/13/2014

To SENATE Committee on TRANSPORTATION AND HOUSING.

**CA SB 1433** **AUTHOR:** Hill [D]

**TITLE:** Local Agency Public Construction Act

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Senate Transportation and Housing Committee

**SUMMARY:**

Relates to the local agency public construction act. Amends existing law authorizing a transit operator to enter into a design build contract. Relates to transit district municipal operator, included municipal operator, or transit development board, a consolidated agency, or any joint powers authority. Includes a local or regional agency responsible for the construction of transit projects. Eliminates the requirement that the project cost exceed a specified amount. Deletes the repeal date.

**STATUS:**

03/13/2014

To SENATE Committee on TRANSPORTATION AND HOUSING.

**CA SB 1446** **AUTHOR:** DeSaulnier [D]

**TITLE:** State Highways: Projects

**INTRODUCED:** 02/21/2014

**DISPOSITION:** Pending

**LOCATION:** Senate Transportation and Housing Committee

**SUMMARY:**

Relates to the Department of Transportation. Requires the department to maintain, in each district office, a file of its final construction plans and right of way record maps for all completed state highway projects located within the district. Allows the department to maintain files in electronic form.

**STATUS:**

03/13/2014

To SENATE Committee on TRANSPORTATION AND HOUSING.

**CA SB 1451** **AUTHOR:** Hill [D]

**TITLE:** Environmental Quality: Mitigation Measures

**INTRODUCED:** 02/21/2014

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**DISPOSITION:** Pending  
**LOCATION:** Senate Rules Committee  
**SUMMARY:**  
 Relates to the California Environmental Quality Act. Requires the Secretary of the Natural Resources Agency to submit to the Legislature a report on the types and effectiveness of a representative sample of mitigation measures adopted by state and local agencies.  
**STATUS:**  
 03/13/2014 To SENATE Committee on RULES.

**CA SCA 4** **AUTHOR:** Liu [D]  
**TITLE:** Local Government Transportation Project: Voter Approval  
**FISCAL** no  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 12/03/2012  
**LAST AMEND:** 08/28/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee  
**SUMMARY:**  
 Proposes an amendment to the Constitution to provide the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects requires the approval of a related proposition that includes certain requirements. Prohibits the local government from expending any revenues derived from a special transportation tax approved by the voters at any time prior to the completion of a identified capital project funded by specified revenues.  
**STATUS:**  
 08/29/2013 Re-referred to SENATE Committee on APPROPRIATIONS.

**CA SCA 6** **AUTHOR:** DeSaulnier [D]  
**TITLE:** Initiative Measures: Funding Source  
**FISCAL** yes  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 12/03/2012  
**DISPOSITION:** Pending  
**FILE:** 11  
**LOCATION:** Senate Third Reading File  
**SUMMARY:**  
 Proposes an amendment to the Constitution to prohibit an initiative measure that would result in a net increase in state or local government costs, from being submitted to the electors or having any effect unless and until the Legislative Analyst and the Director of Finance jointly determine that the initiative measure provides for additional revenues in an amount that meets or exceeds the net increase in costs.  
**STATUS:**  
 05/24/2013 In SENATE. Read second time. To third reading.

**CA SCA 8** **AUTHOR:** Corbett [D]  
**TITLE:** Transportation Projects: Special Taxes: Voter Approval  
**FISCAL** no  
**COMMITTEE:**  
**URGENCY** no

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**CLAUSE:**  
**INTRODUCED:** 12/14/2012  
**LAST AMEND:** 05/21/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee  
**SUMMARY:**

Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for transportation projects requires the approval of 55% of its voters voting on the proposition, if the proposition includes certain requirements.

**STATUS:**  
08/29/2013 Re-referred to SENATE Committee on APPROPRIATIONS.

**CA SCA 9** **AUTHOR:** Corbett [D]  
**TITLE:** Local Government: Economic Development: Special Taxes  
**FISCAL** no  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 12/18/2012  
**LAST AMEND:** 05/21/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee  
**SUMMARY:**  
Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for community and economic development projects requires the approval of a specified percentage of its voters voting on the proposition, if the proposition contains specified requirements.  
**STATUS:**  
06/27/2013 Re-referred to SENATE Committee on APPROPRIATIONS.

**CA SCA 11** **AUTHOR:** Hancock [D]  
**TITLE:** Local Government: Special Taxes: Voter Approval  
**FISCAL** no  
**COMMITTEE:**  
**URGENCY** no  
**CLAUSE:**  
**INTRODUCED:** 01/25/2013  
**LAST AMEND:** 05/21/2013  
**DISPOSITION:** Pending  
**LOCATION:** Senate Appropriations Committee  
**SUMMARY:**  
Proposes an amendment to the Constitution to condition the imposition, extension, or increase of a special tax by a local government upon the approval of 55% of the voters voting on the proposition, if the proposition proposing the tax contains specified requirements.  
**STATUS:**  
06/27/2013 Re referred to SENATE Committee on APPROPRIATIONS



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

*Minute Action*

AGENDA ITEM: 12

**Date:** April 9, 2014

**Subject:** United States Highway 395 (US 395) Segment 2 Widening Project

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

Approve Fiscal Year 2013/2014 budget amendment to create new Task Number 0891 funded with Victor Valley Major Local Highway Measure I Bond funds in the amount of \$50,000 for project management and SANBAG staff.

**Background:** In May 2005, SANBAG entered into Cooperative Agreement No. 05-019 with the California Department of Transportation (Caltrans), whereby the State agreed to provide all necessary preliminary engineering, including preparing and approving a Project Report (PR), and obtaining environmental clearances necessary to complete Project Approval/Environmental Document (PA/ED) for the project. The PA/ED was approved in 2010 for the project which was defined as a 12.3 mile widening project from Interstate 15 to Calleja Road. The project was divided into Segments 1, 2, and 3 through portions of Hesperia, Victorville, and Adelanto. The middle project, entitled Segment 2, extends from SR-18 northerly to Chamberlaine Way in the City of Adelanto. This segment was selected to be delivered before the other two segments because of the traffic demand imposed on the facility by recent increases from population growth and development in the vicinity. The resulting heavy congestion makes accessing local businesses and services in this area very difficult. This widening project will enhance operational efficiency by providing four continuous travel lanes through this congested area.

\*

*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG		CTC		CTA	X	SAFE		CMA	
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*Check all that apply.*

BRD1404b-pb

Approaches to intersections will be improved to provide left turn pockets, dedicated right turn lanes, and signalization. The total cost of Segment 2 is estimated at \$45.8 million, Caltrans has estimated the design of Segment 2 to cost \$6,015,000, and funding has not been identified for Segments 1 and 3 at this time.

In April 2013, SANBAG Board authorized staff to allocate \$6,015,000 in federal Surface Transportation Program (STP) funds to Caltrans for the Plans, Specifications, and Estimate (PS&E) phase of Segment 2 on the US 395 Project. On July 11, 2013, SANBAG entered into Cooperative Agreement No. C13147 with Caltrans, assigning the project responsibility for the preparation of the PS&E to Caltrans as the implementing agency. On December 13, 2013 Caltrans received federal authorization to proceed with the PS&E.

Concurrent with the design phase, it is anticipated that SANBAG will serve as the implementing agency for right-of-way acquisition and utility relocations. Staff will return to this Board for consideration of a Right-of-Way Cooperative Agreement with Caltrans for this project, identifying SANBAG as the implementing agency.

***Financial Impact:*** This is a new task number (Task No. 0891), and requires a budget amendment of \$50,000 of local (6310 Victor Valley Major Local Highway Measure I Bond) funds for the current fiscal year.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 21, 2014.

***Responsible Staff:*** Garry Cohoe, Director of Project Delivery



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

*Minute Action*

AGENDA ITEM: 13

**Date:** April 9, 2014

**Subject:** State Route 60 (SR-60) Central Avenue Interchange Improvement Project

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

1. Approve Cooperative Agreement No. R14050 with the City of Chino for the delivery of Planning, Environmental, Design, Right-of-Way, and Construction phases of the SR-60 Central Avenue Interchange Improvement Project. The combined cost estimate for these phases is \$20,591,000. The CITY's portion is \$12,493,964 and includes \$938,000 for SANBAG's Project Management. The Public's Share is \$8,097,036.
2. Waive the five-year contract term limitation set forth in Policy 11000 for Cooperative Agreement R14050.
3. Authorize the release of Request for Proposals (RFP) No. 14045 for the preparation of Project Study Report/Project Report and Environmental Document (PSR/PR&ED), and Plans, Specifications and Estimate (PS&E) for the SR-60 Central Avenue Interchange Improvement Project.

**Background:** The SR-60 Central Avenue Interchange is the third highest priority in the Measure I 2010-2040 Freeway Interchange Program. Central Avenue is a north-south arterial in the City of Chino and forms a tight diamond interchange with SR-60 (See Attachment B of R14050 for Conceptual Layout). This location has been experiencing high levels of traffic congestion resulting in substantial

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*Approved*  
*Board of Directors*

Date \_\_\_\_\_

Moved:                      Second:

In Favor:      Opposed:      Abstained:

Witnessed: \_\_\_\_\_

COG	CTC	X	CTA	X	SAFE		CMA
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Check all that apply.

BRDI404d-pb

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/R14050.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/RFP14045.docx>

delays. As a result, the City has requested that the SR-60 Central Avenue Interchange Improvement Project move forward. The proposed project will widen the existing eastbound and westbound on-ramps, and widen the Central Avenue Bridge Overcrossing to accommodate vehicular, bike, and pedestrian traffic.

The Memorandum of Understanding (MOU) No. C14017 with the City of Chino was approved by the Board on October 2, 2013, for the development of the SR-60 Central Avenue Interchange project. The MOU did not commit SANBAG or the City to perform work or provide funding for the Project but provides the overall framework necessary to complete all phases of the Project.

Both agencies jointly developed the Cooperative Agreement No. R14050 to address the specific roles and funding responsibilities for the planning, environmental, design, right-of-way, and construction phases of the SR-60 Central Avenue Interchange Project. It is anticipated that SANBAG will be the lead agency for all phases of work, with the exception of Resolutions of Necessity for involuntary right-of-way acquisition which will be heard by either the California Transportation Commission or the City. Exhibit A of Contract No. R14050 provides the estimated cost by phase and the Public and Development Share contribution amounts. These project costs assume a low level environmental document with improvements limited to the local streets and SR-60 on-ramps only.

The Public Share of \$8,097,036 will be funded by Measure I Valley Freeway Interchange Funds. Additionally, staff has identified an estimated cost of \$938,000 for SANBAG Project Management. This will be fully funded by the City in accordance with Measure I Strategic Plan Policy 40005/VFI-34. When coordination with Caltrans occurs and the level of study for the environmental and engineering studies is known, the costs included within this agreement will be reviewed. If the costs exceed the current estimate then the agreement will be amended.

The termination date of the subject cooperative agreement is the earlier of the recorded Project Notice of Completion date or June 30, 2020. It is expected that the duration of all phases of the Project will exceed five years. Therefore, staff requests a waiver of the five-year contract term limitation set forth in Policy 11000.

Under Cooperative Agreement C14046, Caltrans recommends combining the initiation documents with the environmental phase to save cost and schedule. The combined document will be a Project Study Report-Project Development Support (PSR/PDS) Project Initiation Documents (PID). Government Code 65086.5 authorizes Caltrans to prepare PID for projects sponsored by Local Agencies, or review and approve planning documents developed by others as

reimbursed work. Caltrans' estimated support costs are \$98,000. SANBAG will be reimbursed for actual costs. A separate Caltrans agreement will follow for the right of way, final design and construction phases. The Metro Valley Study Session approved the Cooperative Agreement C14046 with Caltrans on December 12, 2013. Policy No. 11000 authorizes the Executive Director, or designee, to approve and execute contracts up to \$100,000. Therefore, approval of Cooperative Agreement C14046 with Caltrans for PSR/PDS PID services is not included in this Staff Report.

The next step in the development of the Project is the circulation of the RFP for PSR/PDS PID and PS&E services. The attached Scope of Work for RFP 14045 is prepared for June 1, 2014, issuance pending Board approval.

Right of Way (ROW) certification services will be provided by one of three On-Call ROW consultants. The services will be competitively bid and awarded to the firm who best responds to the scope of work. Services include acquisition and utility relocation activities, establishment of eminent domain, demolition, property management and hazardous materials testing activities.

Staff is recommending Board approval of Cooperative Agreement No. R14050 with the City of Chino for PSR/PDS PID, PS&E, ROW, and Construction phases; and to authorize the release of RFP 14045 to procure the services of a consultant to prepare PSR/PDS PID and PS&E for the SR-60 Central Interchange Improvement Project.

***Financial Impact:*** This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget under Task No. 0893. The funding source is Measure I Valley Freeway Interchange Bond 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 December 12, 2013. SANBAG General Counsel and Contract Administrator have approved this item and the contracts.

***Responsible Staff:*** Garry Cohoe, Director of Project Delivery

## CONTRACT SUMMARY SHEET

Contract No.     R14050     Amendment No.     0    

By and Between

San Bernardino Transportation Authority and City of Chino

Contract Description Coop for PSR-PR, PS&E, ROW and Construction Services

**Board of Director's Meeting Date:** April 9, 2014  
**Overview of BOD Action:** Approve Coop with City of Chino for PSR-PR, PS&E, ROW and Construction Services

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	12,493,964	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$		Contingency Amendment	\$	0
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>12,493,964</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>0</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 12,493,964</b>

Contract Start Date May 7, 2014	Current Contract Expiration Date June 30, 2020	Revised Contract Expiration Date
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Has the contract term been amended?  No  Yes - please explain.

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0893.  
 A Budget Amendment is required.  
 How are we funding current FY? City of Chino

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract: City of Chino. Total contract value is \$20,591,000. Public share is 41.2%, \$8,097,036 of Measure I Valley Freeway Interchange Program Fund and the City of Chinois 58.8%, 12,493,964.*

Payable    Receivable

### CONTRACT MANAGEMENT INFORMATION

**Check all applicable boxes:**

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Mary Brown	3/20/14
Project Manager (Print Name)	Signature _____ Date _____
	3-29-14
Task Manager (Print Name)	Signature _____ Date _____
	3/25/14
Dir. of Fund Admin. & Programming (Print Name)	Signature _____ Date _____
	3/25/14
Contract Administrator (Print Name)	Signature _____ Date _____
	3/26/14
Chief Financial Officer (Print Name)	Signature _____ Date _____

**COOPERATIVE AGREEMENT NO. R14050**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF CHINO**

**FOR**

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS,  
SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND  
CONSTRUCTION PHASES FOR THE INTERCHANGE AT CENTRAL AVENUE AND  
STATE ROUTE 60 IN THE CITY OF CHINO**

**I. PARTIES AND TERM**

- A. THIS 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 CHINO (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work), and construction, or December 31, 2021 whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, CITY intends to improve the State Route 60 at Central Avenue Interchange in the City of CHINO; and
- B. WHEREAS, planned improvements include widening the existing eastbound and westbound on ramps and the existing Central Avenue Bridge Overcrossing as further described in Attachment A, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT.
- F. WHEREAS, the project is estimated to cost a total of \$20,591,000 which includes \$938,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project; and
- G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and
- H. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases, estimated at \$800,000, and is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and
- I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, and Construction phases is estimated at \$19,653,000 which shall be funded with 58.8% Development Share funds and 41.2% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

NOW, THEREFORE, the Parties agree to the following:

### **III. AUTHORITY RESPONSIBILITIES**

AUTHORITY agrees:

- A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To coordinate with Caltrans for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the California Transportation Commission in the event voluntary acquisition is unlikely.

- C. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost an amount not to exceed \$8,097,036 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed \$8,097,036 without an amendment to this agreement.
- D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
- F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, and Construction work activities.
- G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

#### **IV. CITY RESPONSIBILITIES**

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$11,555,964 towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT cost and \$938,000 for SANBAG management for an amount not to exceed \$12,493,964 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed \$12,493,964 without an amendment to this agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. 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 AUTHORITY 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 CITY when planning on conducting additional audits.
- D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, and construction documents within one month of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

**V. MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. 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.
- B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW and Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and 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 CITY, its officers, directors, employees or agents 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.
- G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

- J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- L. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.
- Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe  
Director of Project Delivery  
1170 West Third Street, Second Floor  
San Bernardino, CA 92410-1715  
Telephone: (909) 884-8276

If to CITY:

Jose Alire  
Department of Public Works  
13220 Central Avenue  
Chino, CA 91710  
Telephone: (909) 334-3400

- S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

**SIGNATURES ON FOLLOWING PAGE:**

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. R14050  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY  
and CITY OF CHINO**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF CHINO**

By: \_\_\_\_\_  
W.E. Jahn  
President, Board of Directors

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
CITY Counsel

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

**Attachment A**

**PROJECT DESCRIPTION**

The CITY of Chino and SANBAG propose to widen the existing eastbound and westbound on ramps and widen the existing Central Avenue Bridge Overcrossing from ramp to ramp to accommodate two additional through lanes and bike paths. This is a more cost effective approach than the alternative developed by Caltrans in the draft Project Study Report EA OC870K which includes auxiliary lanes and a partial clover ramp resulting in a project cost of \$44 million.

**PROJECT FUNDING TABLE**

Public Share: 41.2%

Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 58.8%

Local Jurisdictional Split of the DIF Share: Chino 91% / County 8% / Montclair 1%

**(Dollars are in \$1,000's)**

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	\$433,000	\$178,396.00	\$254,604.00
Project Report and Environmental Approval	\$442,000	\$182,104.00	\$259,896.00
PS&E	\$876,000	\$360,912.00	\$515,088.00
Right-of-Way Acquisition and Utility Relocation(including \$108,000 for Utilities)	\$1,151,000	\$474,212.00	\$676,788.00
Construction and Construction Management***	\$16,419,000	\$6,764,628.00	\$9,654,372.00
Landscaping Maintenance	\$332,000	\$136,784.00	\$195,216.00
SANBAG Oversight**	\$938,000	\$0.00	\$938,000
<b>Total</b>	<b>\$20,591,000</b>	<b>\$8,097,036</b>	<b>\$12,493,964</b>

\*Estimated Costs are based on March 11, 2014 feasibility study and are escalated at 3.5% per year. Coordination with Caltrans has not occurred to determine the level of environmental and engineering documents. Low level documents are assumed.

\*\* Oversight is not escalated

\*\*\* Includes the City's estimate for hard scape/landscaping

**PROJECT SCHEDULE**

<b>Milestones</b>	<b>Estimated Completion Date</b>
Environmental Approval	April 2016
Plans, Specifications & Estimate (PSE)	April 2018
Right of Way (ROW)	April 2018
Construction Start	October 2018
Completion for Beneficial Use	April 2020



## RFP 14045

### ATTACHMENT A - SCOPE OF WORK

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 Report (PSR/PR) & Environmental Document (ED), collectively referred to in the Scope of Work as the Project Initiation Document (PID) and the Plans, Specifications and Estimate (PS&E) for the State Route 60 (SR 60) Central Avenue Interchange Project (“Project”) in the City of Chino (EA 0C670K).

The combined PSR/PR&ED satisfies the requirements established by Caltrans and outlined in the Project Development Procedures Manual (PDPM), Appendix A – Preparation Guidelines for Combined Project Study Report – Project Report. As such, the documents must meet the requirements in Chapter 9 and Chapter 10 of the PDPM.

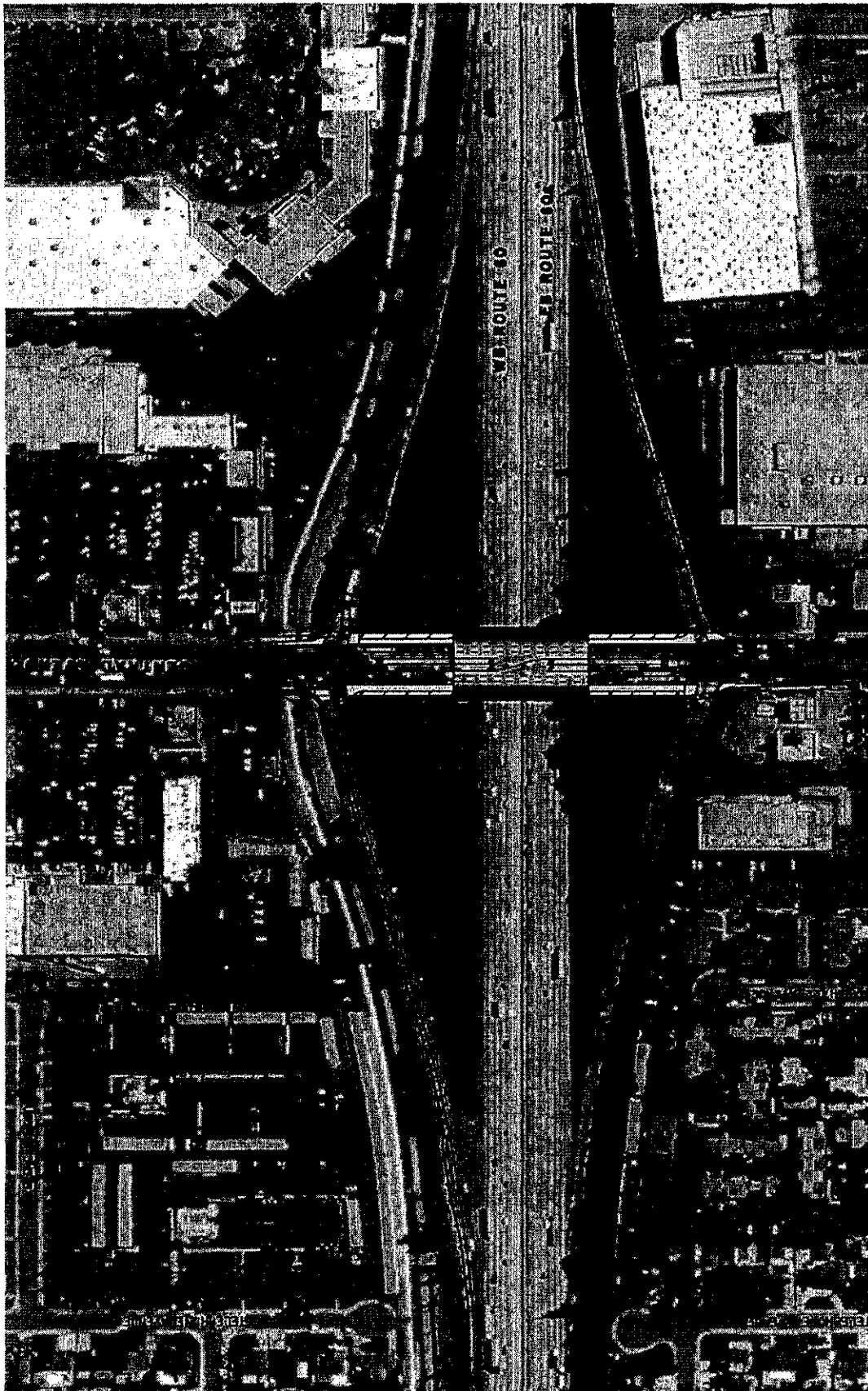
The Central Avenue Interchange is located on SR 60 at Post Mile R2.37, approximately 1.0 mile east of the Ramona Avenue Interchange and about 1.3 miles west of the Mountain Avenue Interchange. The Project is anticipated to achieve the goal of reducing congestion during peak hours by widening the existing eastbound and westbound on ramps and modifying the existing Central Avenue Bridge Overcrossing to accommodate two additional through lanes, bike paths, and sidewalks. The Project concept is shown on Attachment A.1. The Detailed Scope of Services is found in Attachment A.2.

Caltrans is the lead agency for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) compliance. Engineering Services are anticipated to include preliminary engineering, preparation of Geometric Approval Drawings (GADs), preparation of a Draft Project Study Report/Project Report, and preparation of a Final Project Study Report/Project Report. Environmental Services include environmental studies, consultation with resource agencies, and preparation of an ED to satisfy requirements of both CEQA and NEPA. Upon satisfactory completion of the PID, the PS&E phase will commence. SANBAG Sales Tax Measure I funds and City funds will be used to cover the cost of the preparation of the PID and PS&E. Construction is anticipated to be funded from a variety of local, state, and Federal sources.

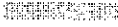
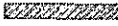
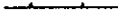


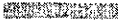


For purposes of the RFP assume the following delivery schedule

PID	June 2014 – June 2016
PS&E	June 2016 – December 2017
ROW	June 2016 – December 2017
Advertise	March 2018
Construction	June 2018 – June 2020
Project Opening	December 2019
Landscape Maintenance	June 2020 – June 2024

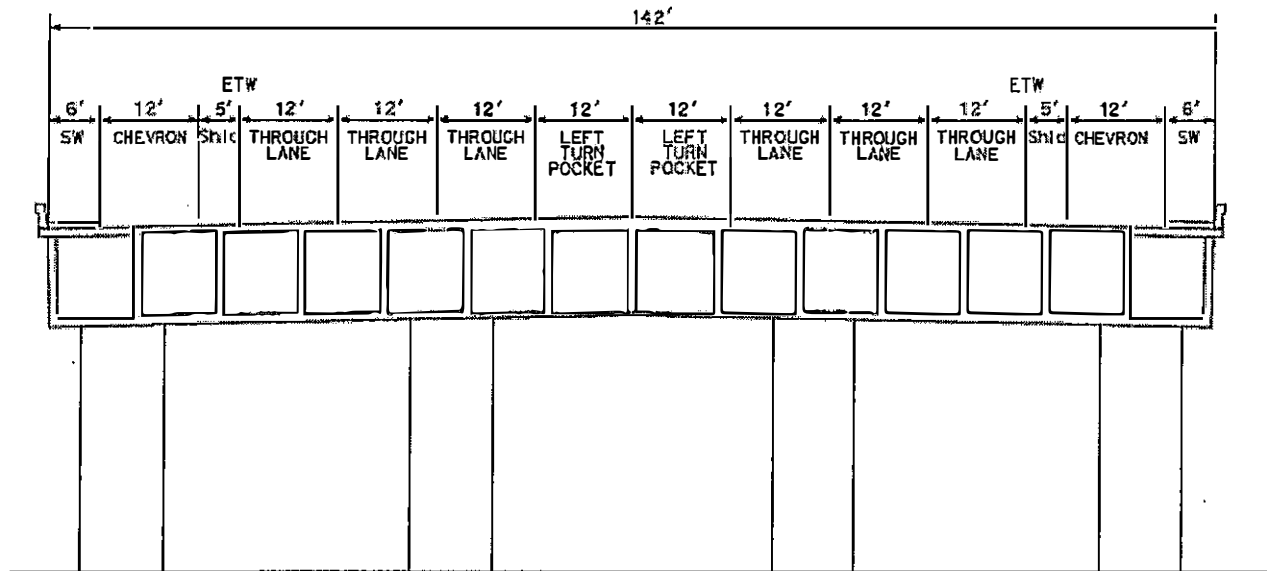
ATTACHMENT A.1 - PROJECT CONCEPT



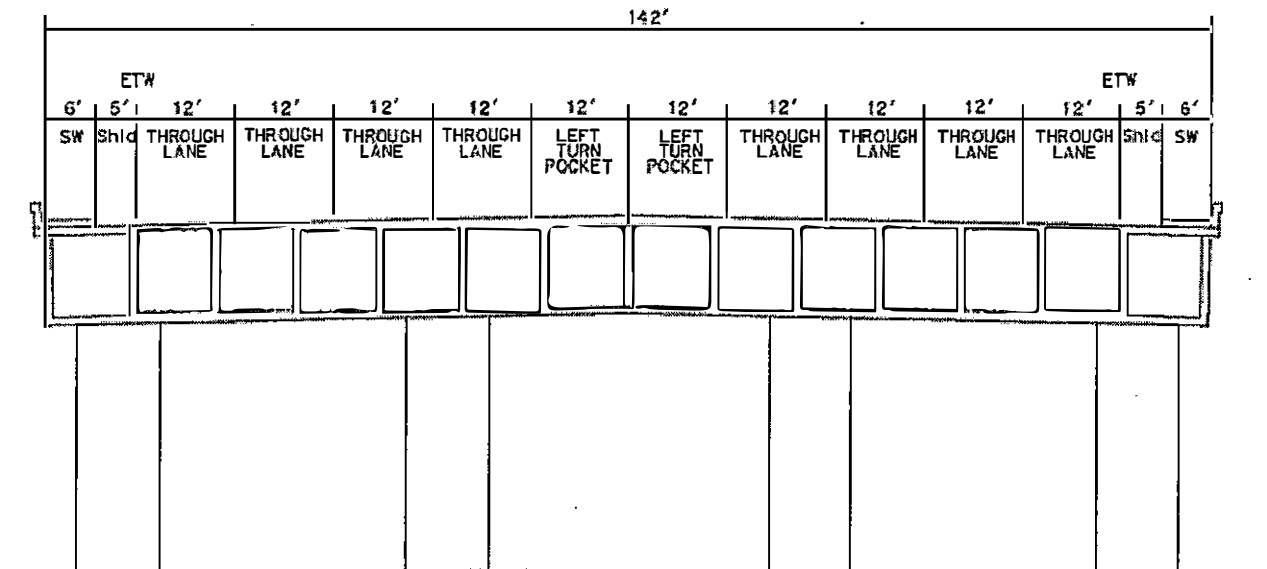
**LEGEND**

-  DISTURBED SOIL AREA
  -  COMMERCIAL PROPERTY IMPACT
  -  RETAINING WALL
  -  PAVEMENT DELINEATION
- CENTRAL AVENUE INTERCHANGE IMPROVEMENTS
-  STRUCTURE WIDENING
  -  LOCAL ROADWAY
  -  SIDEWALK
  -  RAMP IMPROVEMENTS

# ATTACHMENT A.1 - PROJECT CONCEPT (cont)



INTERIM CONDITION



ULTIMATE CONDITION

## ATTACHMENT A.2 - DETAILED SCOPE OF SERVICES

Consultant will provide SANBAG with professional services required for the preparation of documents for the Project Study Report/Project Report and Environmental Documentation (PSR/PR & ED) Phase, collectively referred to as the Project Initiation Document (PID) and the Plans, Specifications and Estimate (PS&E) Phase for the SR 60 Central Avenue Interchange Improvement Project. The duration for this scope of work is anticipated to be no more than 42 months, hereafter referred to as the Period of Performance. Specific scope items and deliverables are documented in the following sections. Additional review cycles and/or deliverables resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or requirements, or changes in the two build alternatives will be considered as additional scope and may require budget augment.

### I. APPLICABLE STANDARDS

All documents shall be prepared in accordance with current SANBAG, Caltrans, San Bernardino County (County) and City of Chino (City) regulations, policies, procedures, manuals, and standards where applicable. Consultant shall obtain, at its expense, all applicable Manuals and Standard Plans.

### II. 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, drawings, plans, specifications, estimates, and special provisions necessary to complete the PID and PS&E Project phases.
- C. The Consultant shall develop and maintain a Project schedule. The Project schedule will be presented monthly to the Project Development Team (PDT) meeting. A deliverables matrix will accompany the schedule. The deliverables matrix will highlight the status of the documents in the review process.
- D. Consultant shall prepare the necessary Caltrans Fact Sheets for Design Exceptions, in the event that non-standard features are necessary.
- E. Consultant shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, 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.

### III. SCOPE OF SERVICES DEFINED BY CALTRANS

The Project Management will be performed in accordance to the Caltrans' Workplan Standards Guide for Delivery of Capital Projects. The Workplan is an outline used to

plan and control the Project but does not limit the Project Manager from providing services necessary to delivering the work.

## **TASK 1.0 - PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION**

Consultant will provide overall day-to-day management of the Project. All services will be performed in accordance with current Caltrans Manuals and directives. The Consultant Project Manager will provide overall project management, coordination, and supervision of project staff to facilitate the performance of the work in accordance with the scope and requirements of SANBAG and Caltrans. Consultant will provide but is not limited to the following project management activities:

### ***Task 1.1 – Coordination/Administration***

Consultant will provide overall execution and financial management of the Project, including SANBAG and Caltrans coordination, coordination with local, state, and federal regulatory agencies, tracking progress of the work, administering subcontracts, attending public workshops, preparing invoices, and conducting meetings over the Project Period of Performance. Consultant will meet with affected parties to obtain direction, discuss/resolve issues pertinent to the analysis and design, and potential impacts of the Project.

Consultant will execute subcontracts with subconsultants and direct their work. Prime contract terms and conditions will be incorporated into the subcontract agreements. Consultant will be the primary contact for the SANBAG.

Consultant will coordinate among members of the Project Development Team (PDT) and regulatory agencies impacted by the Project. Over the course of the Project, numerous meetings will be required to advance the Project approval. It is assumed there will be three meetings per month during the duration of this contract (including the monthly PDT meeting). Consultant will prepare and distribute agendas prior to the meetings. Consultant will prepare meeting minutes and distribute them within five working days after the meetings. Types of meetings include:

- ***Kick-off Meeting:*** Consultant will organize and run Kick-off Meeting with Caltrans, SANBAG, and Project stakeholders as required. The objective of the first meeting is to define the project and project limits, review roles and responsibilities, and determine which Project Report and Environmental Document deliverables are necessary to meet the combined PSR/PR&ED requirements.
- ***Monthly Project Development Team (PDT) Meetings:*** Consultant will organize and run monthly PDT meetings with Caltrans, SANBAG, and Project stakeholders as required.
- ***Resource Agency Task Specific Meetings:*** Consultant will organize and run resource agency coordination meetings related to approval of the environmental technical studies and the ED, including meetings with other agencies as necessary.
- ***Technical Workshop Meetings:*** Consultant will prepare for, coordinate and attend technical focus meetings with Caltrans, SANBAG, and other stakeholders. Meeting will include public workshops, public hearings, and SANBAG meetings.
- ***Focus Meetings:*** Consultant will prepare for, coordinate and attend focus meetings as necessary between PDT meetings in order to complete action items or to assist in

preparation of required documents, reports, studies, or in preparation of review of the same by an agency.

**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.

***Task 1.2 – Schedules/Project Controls***

Consultant will develop, maintain and implement the Work Plan and Project Schedules on an ongoing basis, with input from the SANBAG. The Work Plan and Project Schedule will be maintained and implemented throughout the Project. The Project Schedule will be maintained in a standard format with Work Breakdown Structure (WBS) Elements. The scheduled review times by Caltrans and resource agencies must be reasonable and have concurrence of the reviewers. Consultant will prepare a detailed schedule and the SANBAG will closely monitor the execution and implementation of the schedule. The overall schedule will be updated, at a minimum, on a monthly basis and distributed to PDT members at least one week prior to the PDT meeting. Consultant will use Primavera P6 Xer file version 7.0 or newer, which adequately identifies the critical path and floats on tasks. The Project scheduling requirements cover the period of performance.

Fifteen (15) days after notice-to-proceed, Consultant will prepare the Project Master Schedule (PMS). The schedule will be prepared using the Critical Path Method, and, at a minimum, the schedule will be consistent with the tasks that have been laid out in this scope of services. The PMS will reflect the various levels of reviews for the draft and final environmental documents. SANBAG will require 10 working days for peer review and, sequentially, Caltrans will require 20 working day review periods for major deliverables. The PMS will include Project milestones and delivery of intermediate Project deliverables with a minimum of the following milestones:

- Begin Project
- Circulate Draft Environmental Document (DED)
- Draft PSR/PR
- Final PSR/PR and ED Phase (PID Milestone)
- Begin Design (PS&E)
- End Design Phase (Ready to Advertise)
- Begin Right of Way (forecast)
- Begin Construction Phase (forecast)
- End Construction Phase (forecast)
- The major milestones at the top of the schedule will be linked to the detailed schedule enable SANBAG to easily identify dates for other SANBAG reporting.
- Reviews for the DED and FED and intermediate Project deliverables by SANBAG, Caltrans, and City.
- Work items of agencies and other third-parties that may affect or be affected by the

Consultant team's activities.

**Deliverables:**

- Project Master Schedule

***Task 1.3 – Progress Reports***

Consultant will submit a progress payment invoice to the SANBAG for services completed on a monthly basis. The invoice will be detailed so it can be verified and approved by the SANBAG on a timely basis. Consultant will track the actual progress relative to the PMS, the tasks listed in the Earned Value Pricing Summary, and ensure that all significant completion dates of the Project are being met.

Monthly, the Consultant will report the progress of the work to SANBAG and the PDT. Progress will be based on physical percent complete, such as the number of drawings or deliverable completed or estimated progress toward completion. The monthly progress report consists of a written narrative and an updated bar-chart format of the PMS.

**Deliverables:**

- Monthly Progress Report
- Monthly Schedule Update and Physical Percent Complete by Task
- Monthly Invoice

***Task 1.4 – Quality Assurance/Quality Control Plan***

Consultant will develop, maintain and implement a Project specific Quality Management Plan. Present the plan for SANBAG's review and approval. An independent Consultant QA/QC manager will perform QA/QC tasks. All comments and/or corrective actions proposed as part of the QA/QC will be transmitted to the SANBAG immediately along with the corrective actions to be employed.

**Deliverables:**

- QA/QC Plan

***Task 1.5 – Project Management Plan***

Consultant will prepare a Project Specific Project Management Plan (PMP) and submit the plan to the SANBAG's review and concurrence within 30 days of receiving Notice to Proceed (NTP). The Project Management Plan will consist of the at least following activities:

- ***Risk Management Plan:*** Consultant will develop, maintain and implement a Risk Management Plan.

**Deliverables:**

- Project Management Plan including Work Plan, Project Schedules, and Risk Management Plan

***Task 1.6 – Deliverables Distribution***

Consultant will coordinate with SANBAG and Caltrans prior to distribution of all deliverables to determine the Point of Contact for SANBAG and Caltrans for the deliverable, number of hardcopies and format of softcopies. For purposes of the RFP, assume 20 hard copies and 3 CDs.

## TASK 2.0 – ENGINEERING DEVELOPMENT

Activities consist of the engineering work to support the Project PID and PS&E.

### Task 2.1 – Data Collection/Permit Applications

Consultant will conduct research and gather updated plans and Project related information including Project plans from recent and ongoing developments within the Project area. Consultant will conduct research of relevant land and survey records to locate all necessary survey and land ownership records required to complete field survey and for analysis, determination, and delineation of the existing land-net.

Consultant will collect the aforementioned and other pertinent information including encroachment permits from SANBAG, Caltrans and local jurisdictions, and perform field reconnaissance when necessary. This will include the following available information, but not limited to:

- Draft PID
- Recent traffic counts (SANBAG, Caltrans, and City)
- Existing roadway geometrics and intersection configuration
- As-Built plans from Caltrans District 8 and City

#### Deliverables:

- Updated land and survey records

### Task 2.2 – Field Surveys

**Horizontal and Vertical Control:** Horizontal and vertical control research will be conducted with Caltrans District 8 in order to obtain available horizontal and vertical controls. Additional horizontal and vertical control will be established to support the ROW base map and supplemental surveys defined herein.

**Aerial Surveys and Mapping:** Aerial mapping will be provided by others. No aerial mapping is included within this scope of work.

**As-Built Centerline Surveys:** The existing survey centerline of the Project will be researched with Caltrans District 8. It is assumed that this centerline has been surveyed for the existing corridor work and will be available for this Project. This centerline will be obtained and field verified. A survey centerline alignment will be provided in a Microstation and InRoads v8 format.

**Pavement Surveys:** Conventional survey methods will be utilized to perform supplemental topographic and pavement surveys requested by the design team. These surveys may include the edge of pavement and concrete, top of curb, flowline, walks, striping, signs, bridge clearances and other surface visible features within the Project area.

The topographic survey information will be downloaded, processed and plotted at a scale of 1"=50' and incorporated with the aerial mapping obtained. The final data will be delivered in a Microstation v8 format.

#### Deliverables:

- Topographic and Centerline survey data in Microstation and InRoads v8 format

- Survey field notes, sketches and photographs

### Task 2.3 – Geometric Development

The Consultant team will develop and evaluate alternatives (up to a total of three and one no-build) 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, two alternatives will be carried forward for further development and analysis.

Consultant will develop layout plans and profiles to be carried forward in the Draft PID. Geometric layout plans will be developed based on English design standards as defined in Caltrans Highway Design Manual, latest edition. Lane, shoulder, and ROW widths will be labeled. Profiles will be developed at overcrossing locations as a component of the build alternatives carried forward in the ED.

- **Typical Section Design:** Consultant will refine, provide enhanced detail and adjust the typical sections for freeway, ramps and arterial road improvements for the build alternatives. Original ground, traveled way, shoulders, cut/fill slopes and existing/proposed ROW will be shown on the typical sections.
- **Horizontal Alignment Design:** Consultant will refine, provide enhanced detail and adjust the horizontal geometric design for the build alternatives. Geometric design data and key Project features will be depicted. Lane configurations and widths, tapers and turn pockets will be designed, checked and adjusted as necessary. Consultant will develop preliminary pavement delineation to aid in the analysis of the alternatives.
- **Vertical Alignment Design:** Consultant will refine, provide enhanced detail and adjust the profile design for ramp and arterial road improvements for the build alternatives. Original ground, profile grade and geometric data including design speed data will be annotated on the sheets. Vertical clearances for all structures will be verified and documented.
- **Superlevation Design:** Consultant will refine, provide enhance detail and adjust superelevation designs for ramp and arterial road improvements for the build alternatives. Original ground, profile grade and geometric data including design speed data will be annotated on the sheets.
- **Grading Design:** Consultant will prepare grading designs for the build alternatives. The grading design will aid in the development of the Project footprint, Project cost, retaining wall locations, adherence to slope standards, ROW requirements, drainage design and calculation of direct/indirect Project impacts.
- **Geometric Approval Drawings (GAD):** Consultant will attend a GAD focus meeting with Caltrans prior to Final GAD submittal to coordinate any Project specific features related to operational analysis or to roadway geometrics. Consultant will complete the Final GAD for the preferred alternative only.

Consultant will work with Caltrans, SANBAG, and City to obtain geometric approval of the two build alternatives. Comments received from the submittal of the geometric plans will be reviewed and incorporated as required for final approval.

It is assumed that geometrics will be prepared for two build alternatives, where the basis

for these alternatives will be the alternatives presented in the approved PID. Profiles are assumed to be provided for ramp realignments and the overcrossing and local street only. No mainline profiles are assumed. Grading design for each alternative will be completed. Title sheet, typical sections, key map, layout plans, and profiles/superelevation sheets will be developed.

It is assumed that 40 half-size sheets (scale: 1"=100') and one full-size sheet (scale: 1"=100') will be developed for each build alternative.

**Deliverables:**

- Draft Geometric Approval Drawing (Full-Size, scale: 1"=100')
- Final Geometric Approval Drawing (Full-Size, scale: 1"=100')
- Geometric Plans (title sheet, typical sections, key map, layout plans, and profiles/superelevation, Half-size, scale 1"=100')

**Task 2.4 – Fact Sheets (Mandatory and Advisory)**

Consultant will complete the Design Information Bulletin 78 Checklist to determine document non-standard features. Fact Sheets will be prepared to document non-standard features within the two build alternatives. The consideration of non-standard features will be closely coordinated with Caltrans to assure acceptability and compliance with state and federal requirements.

This scope of work assumes documentation of 5 exception locations between the mandatory and advisory fact sheets. It is assumed that 5 supplemental fact sheets will be prepared as a part of the PS&E phase.

**Deliverables:**

- Design Information Bulletin (DIB) 78 Checklist
- Mandatory Fact Sheets
- Advisory Fact Sheets

**Task 2.5 – Construction Staging/Traffic Handling**

Consultant will develop a construction staging concept for the two Project build alternatives. The concepts will verify constructability and feasibility of traffic handling for the two alternatives. The design will show the sequence of operations, work to be performed, materials to be used, and the routes to be utilized by traffic during each construction phase. The plans will also show long term closures of lanes and ramps, if needed, detours, and the number of traffic lanes available for public traffic. The Consultant team shall make sure that the existing mainline capacity will be maintained during construction of the build alternative. Detour concepts that will minimize disruption and impacts to adjacent residents and businesses will be included in the construction staging and traffic handling concept. A maximum of four stages of construction is assumed for each build alternative.

**Deliverables:**

- Construction Staging/Traffic Handling Concepts (Half-size, scale: 1"=200')

## **Task 2.6 – Structures Advance Planning Studies/Structure Preliminary Geotechnical Reports**

### **STRUCTURES ADVANCED PLANNING STUDIES**

The Consultant team will prepare structures Advance Planning Studies (APS) for the overcrossing and for the retaining wall designs along both east- and westbound on ramps. Consultant will complete the development, review, approval and distribution of the APS. The activities include:

- Prepare Preliminary Structures Design
- Prepare Preliminary Plan Sheets
- Prepare Structures Preliminary Hydraulics Report (PHR)
- Prepare Structures Preliminary Architectural and Aesthetics Report (PAAR)
- Prepare Structures Preliminary Maintenance Report (PMR)
- Prepare Preliminary Quantities
- Prepare Preliminary Estimate
- Prepare Structures APS package
- Perform Constructability Review (CR) of the APS package

The APS will be prepared in accordance with Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide and Memo to Designers guidelines and procedures. Bridge types to be evaluated include:

- Prestressed Precast Concrete Box Beams
- Prestressed Precast Concrete AASHTO Girder
- Steel built-up Beams

The task will include the preparation of preliminary structures design, preliminary architectural and aesthetics report (PAAR), preliminary quantities and estimates, and CR of the APS package. The APS submittal shall compare alternative design solutions and shall be based on field inspection to identify critical clearances and evaluate existing conditions.

#### **Assumptions:**

- Aesthetic design support is provided as part of the bridge APS submittals
- Standard railings are assumed within aesthetic budget

### **STRUCTURES PRELIMINARY GEOTECHNICAL REPORTS**

Consultant will complete a SPGR for each of the structures and any special design retaining walls required. The SPGR is used to document existing foundation conditions, make preliminary foundation recommendations, and identify the need for additional investigations and studies. The SPGR will provide the following:

- Project Location
- Summary of Site Geology and Subsurface Conditions
- Corrosion Evaluation
- Preliminary seismic data and recommendations

- As-Built Foundation Data
- Preliminary Foundation Recommendations

The Consultant team will complete the following tasks:

- (1) collect and review available geotechnical and geological information;
- (2) review as-built LOTB's;
- (3) geotechnical assessment of foundation types; and,
- (4) prepare five Structure Preliminary Geotechnical Reports (SPGR's).

The SPGR's for the proposed bridges will provide preliminary geotechnical and foundation information to support preliminary engineering, and the SPGR for the earth retaining walls will address the feasibility of various wall types. Corrosion assessment will be based on available information – no geotechnical investigation or laboratory testing will be conducted during the preliminary phase of the Project and is not included in this scope of work.

**Deliverables:**

- APS
  - Plan, Elevation and Typical Section of the proposed structure widening
  - Advance Planning Study checklist
  - Design memo
  - Itemized cost Estimate for all bridge alternatives
  - Draft/ Final APS
- SPGR
  - Draft and Final SPGR's for proposed bridge structure widening.
  - Draft and Final SPGR for special-design earth retaining walls.

**Task 2.7 – Right of Way and Utility Identification**

**RIGHT OF WAY (ROW)**

The Consultant team will analyze and research the ROW impacts of the proposed Project build alternatives assessing any temporary and permanent easement and permanent fee impacts for up to (20) unique Assessor's Parcel Numbers. Up to three (3) alignment studies will be analyzed. This analysis and subsequent conclusions will be gathered for inclusion into the Project's financial programming documents. Information ascertained from this analysis will be used to assist in the clarification of design concerns throughout the PID and PPA&ED phase of the Project. Additionally, the identification of critical property acquisitions will influence program management decisions pertaining to the Project delivery schedule, Project financing, Project risk management approaches and other significant factors.

**Design Review and Project Team Coordination**

This task includes:

1. Ascertain all relevant design plans available for review of Project impacts.

2. Coordinate with PDT to review impacts and confirm impact assumptions.
3. Continue coordination with design team as new findings are revealed throughout field research phase.

### **Field Research**

This task includes:

1. Individual field agent design review of assigned parcels. Individual meetings with appropriate team management ensue, as necessary to examine impacts and potential remediation possibilities.
2. Physical viewing of site, appropriate data recorded. Online data of individual properties incorporated into field research, where necessary.
3. Integration of field research into appropriate team cost estimating formats.

### **Property Analysis**

This task includes:

1. Field Agent and team Property Analysts meeting to discuss data and draw impact conclusions and property remediation strategies.
2. Reporting to Design Team of initial property impact conclusions. Opportunities provided to PDT for creative problem-solving either in design or property remediation strategies.

### **Caltrans Data Sheet Drafts**

This task includes:

1. Preparation of latest approved Caltrans ROW Data Sheet form, and draft per the standards and guidelines presented in the revised Caltrans ROW Manual.
2. Coordination with relevant Caltrans district representatives and/or design leads to address comments and recommendations.

### **UTILITIES**

Consultant will identify utility impacts associated with the ~~two~~ build alternatives developed in the Draft PID. Consultant will utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility impacts. Notifications will be sent to all affected utility companies to request maps for all existing and proposed underground and overhead utilities. Field reviews will be completed to confirm locations of existing facilities and potential conflicts. Potholing will be conducted for up to ~~twenty~~ utility locations, which will be surveyed upon completion. Results of map searches, field reviews, and potholing will be included on utility plans for each alternative.

Consultant will prepare a Utility Identification and Relocation Report for the proposed build alternatives, which will address impacts of existing and possibly future utilities. Consultant will complete the following tasks:

- Compile plans, field notes, sketches, and survey and potholing results and plot all utilities on plans acceptable to Caltrans.
- Determine if existing utilities are in place under franchise or utility easements and obtain copies of easements.

- Coordinate with utility companies to develop conceptual relocation plans for each utility company that will include relocation cost estimates, relocation schedules and specifications.
- Prepare a Utility Conflict Map.
- Develop recommendations to avoid and minimize impacts.

The Consultant team will meet with each utility company to verify that utilities have been plotted correctly. A preliminary determination of relocation requirements and responsibilities will be made based on franchise agreements or utility easements. Conceptual relocation plans will be developed for each alternative in order to develop relocation cost estimates and schedules. Consultant will identify any potentially affected utilities which may be subject to the requirements of the California Public Utility Commission General Order 131-0.

**Deliverables:**

- Preliminary ROW Requirement Maps
- Caltrans ROW Data Sheets
- Supporting ROW Cost Estimates
- Utility Identification and Relocation Report for the build alternatives
- Utility Conflict Map for the build alternatives

**Task 2.8 – Conceptual Drainage Plans**

Consultant will identify drainage impacts including the relocation or realignment of adjacent channels and storm drains, and determine the drainage improvements for on-site and off-site drainage facilities. Impacts will be identified in coordination with Water Quality Best Management Practices (BMP). Consultant will conduct field reconnaissance of the Project to study the existing drainage facilities. Freeway drainage will be reviewed to assess the adequacy of the existing systems. Necessary replacements and/or improvements including incorporation of Water Quality BMP will be reflected in the cost estimates. Consultant will coordinate with other agencies regarding their plans for drainage improvements affecting the Project.

Review Freeway, County, and City drainage systems for impacts of the proposed alternatives on these facilities.

**Deliverables:**

- Identification of major drainage improvements.
- Inclusion of drainage improvements in the build cost estimates.

**Task 2.9 – Storm Water Data Report (SWDR)**

The Consultant team will develop a Storm Water Data Report (SWDR) to identify the selection and design of BMPs for the two build alternatives per the latest version of the Caltrans’ Storm Water Quality Handbooks: Project Planning and Design Guide (PPDG) in compliance with the Caltrans statewide NPDES permit. The SWDR will summarize the storm water quality issues of the Project and each alternative. It is assumed that a Long Form SWDR will be prepared for this Project. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the Project will address temporary, permanent, and treatment BMPs and

each alternative.

**Deliverables:**

- Draft Long Form SWDR
- Final Long Form SWDR

**Task 2.10 – Transportation Management Plan**

Consultant will establish TMP strategies and estimate their respective costs. This includes determining the feasibility of using surface streets for traffic diversion, and developing traffic handling plans with the Project stakeholders. The objective of the TMP is to provide continuous traffic circulation and access, with adequate space for safe and efficient construction. The Consultant team will prepare the TMP for the <sup>two</sup> build alternatives in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP will identify methods for minimizing Project-related traffic delays and accidents by implementing effective traffic handling practices.

**Deliverables:**

- Transportation Management Plan

**Task 2.11 – Preliminary Geotechnical Design Report (PGDR)**

All activities related to geotechnical and seismic analysis for use in the ED will be addressed and a Preliminary Geotechnical Design Report (PGDR) will be prepared. The PGDR will be prepared in accordance with Caltrans Geotechnical Design Guidelines and will include:

- Physical setting
- Geotechnical and seismic investigation
- Available field exploration and laboratory test results
- Proposed bridge and retaining wall locations
- Lithology/subsurface soils
- Surface and groundwater conditions
- Dynamic analysis
- Material resources
- Cut and fill slopes
- Embankment settlements and waiting period
- Earthwork grading, remediation and construction considerations

In support of the ED, a transmittal memo will be prepared outlining study results, potential significance of impacts and significance criteria, proposed mitigation measures and mitigation effectiveness evaluation. A separate abstract will also be prepared for inclusion in the FED.

The Consultant team will complete the following tasks:

- (1) collect and review available geotechnical and geological information;
- (2) review as-built LOTB's
- (3) site reconnaissance to observe physical and geological conditions;

- (4) review aerial photographs;
- (5) perform preliminary assessment of embankment settlement and stability; and,
- (6) prepare a Preliminary Geotechnical Design Report (PGDR).
- (7) Invasive geotechnical investigations (i.e. trenching, boreholes, etc.) and laboratory testing is *not* included in this scope of work.

**Deliverables:**

- Draft Preliminary Geotechnical Design Report
- Final Preliminary Geotechnical Design Report

**Task 2.12 – Preliminary Materials Report**

The Consultant team will complete the following tasks:

- (1) review available as-built freeway and interchange plans;
- (2) develop preliminary pavement structural sections;
- (3) prepare a Preliminary Materials Report.

**Deliverables:**

- Draft Preliminary Materials Report
- Final Preliminary Materials Report

**Task 2.13 – Life Cycle Cost Analysis**

Consultant will perform a Life Cycle Cost Analysis (LCCA) for various pavement alternatives in accordance with the Caltrans Life Cycle Cost Analysis Procedures Manual. Generally, Caltrans LCCA for new sections and widening will be based on 20- or 40-year designs and may consider various pavement material types in the analysis. For rehabilitation alternatives a 10-year design life will be selected. Consultant will use truck traffic data and volumes provided by Caltrans based on their most recent traffic count study for the areas within the Project limits to calculate anticipated user costs.

**Deliverables:**

- Draft Life Cycle Cost Analysis Report
- Final Life Cycle Cost Analysis Report

**Task 2.14 – Cost Estimates**

Based on the preliminary engineering plans and the structure cost estimates described above, PR-level cost estimates will be prepared for two alternatives. The estimates will be in Caltrans estimate format using escalation factors.

**Deliverables:**

- Cost Estimate for two build alternatives (included in Draft and Final PR)

**Task 2.15 – Highway Planting Design Concepts**

Highway planting and hard scape design concepts will be prepared in compliance with the Caltrans Plant Setback and Spacing Guide. Highway planting concept drawings will address mitigation planting, new planting, and replacement planting, as well as

maintenance vehicle pullouts, maintenance access drives, and hardscape treatments such as rock blankets and gravels. Planting designs will use context sensitive solutions to achieve the goals of the stakeholders and will take into consideration proposed treatment BMPs in order to provide a consistent and cohesive design. Of importance are landscaping components that include low maintenance, drought tolerant plantings, hardscape, and water reducing irrigation solutions.

A Design Intent Statement will be prepared to discuss the proposed planting concept and purpose for planting and irrigation, and would address the following topics as appropriate:

- Planting to satisfy environmental mitigation requirements.
- Replacement, restoration and rehabilitation of existing vegetation.
- Planting to discourage graffiti on noise barriers.
- Erosion control and storm water pollution prevention.
- Aesthetic integration with the surrounding environment.
- Incorporation of feedback from the local community and stakeholders.
- Compliment significant visual or scenic resources.
- Water conservation through use of drought tolerant plants.
- Irrigation system concept.
- Comparison of current maintenance requirements verses future maintenance requirements with new landscaping plan.

**Deliverables:**

- Highway Planting Concept Plan for each build alternative (Full-size, scale: 1"=200')
- Design Intent Statement

**TASK 3.0 – PROJECT INITIATION DOCUMENT PREPARATION**

This task will involve the preparation of the Draft and Final PID and any needed engineering exhibits for the Environmental Document under concurrent preparation.

**Task 3.1 – Administrative Draft PID**

Consultant will develop the Administrative Draft Project Initiation Documents recording the engineering evaluation of the proposed alternatives in accordance with the Caltrans Project Development Procedures Manual (PDPM). The Administrative Draft PID will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered.

**Deliverables:**

- Administrative Draft PID

**Task 3.2 – Draft PID**

Upon receipt of SANBAG, Caltrans, and City review comments on the Administrative Draft PID and after adequate time to develop response actions, a meeting will be held

with the agencies and Consultant to discuss the comments and the appropriate action to be taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. After concurrence has been reached on all outstanding issues, the draft PID will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

**Deliverables:**

- Draft PID

**Task 3.3 – Draft Modified Access Report**

The Modified Access Report (MAR) will be prepared in accordance with FHWA and Caltrans guidelines to document the modification of the interchange ramps. It is assumed that the information required for the preparation of the Draft PID will be used in the development of the Draft MAR. The only additional information assumed to be developed specifically for the Draft MAR are a safety analysis and conceptual sign plan. The Draft MAR will be submitted to SANBAG, Caltrans, and FHWA. FHWA will provide a Finding of Acceptability for the MAR prior to circulation of the Draft IS/EA.

**Deliverables:**

- Draft MAR
- Conceptual plans of major freeway signage supporting each alternative

**Task 3.4 – Administrative Final Project Study Report/Project Report**

After circulation of the DED and concurrent with the preparation of the FED, Consultant will prepare a Final PID which includes the recommendation of the Preferred Alternative. The report will review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

**Deliverables:**

- Administrative Final PID

**Task 3.5 – Final PID**

Upon receipt of SANBAG, Caltrans, and City review comments of the Administrative Final PID and after adequate time to develop response actions, a meeting will be held with the agencies and Consultant to discuss the comments and the appropriate action to take. The resubmittal of the Final PID to Caltrans and SANBAG following the incorporation of these comments is expected to be for concurrence only. No additional comments are assumed. After concurrence has been reached on all outstanding issues, the Final PID will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

**Deliverables:**

- Final PID

**Task 3.6 – Final Modified Access Report**

Upon receipt of SANBAG, Caltrans, and FHWA review comments of the MAR and after adequate time to develop response actions, a meeting will be held with the agencies and Consultant to discuss the comments and the appropriate action to take. The resubmittal of the MAR to Caltrans and SANBAG following the incorporation of these comments is expected to be for concurrence only. After concurrence has been reached on all

outstanding issues, the Final MAR will be signed by a Registered Civil Engineer and submitted to Caltrans and FHWA for final approval.

**Deliverables:**

- Final MAR

**TASK 4.0 – ENVIRONMENTAL DEVELOPMENT**

The activities will consist of the development of environmental studies to support the evaluation of the Project's two Build Alternatives. The CEQA/NEPA document will be determined during the Project development. The documents will be prepared in accordance with the Caltrans Standard Environmental Reference (SER) and FHWA guidelines. If the Consultant decides to pursue a lower level document and throughout the course of the environmental studies, it is found that impacts cannot be mitigated to a level of less than significant or that the Project may contribute to substantial public controversy, then a higher-level document would need to be prepared. The Consultant team will coordinate with the SANBAG Project Manager and Caltrans at various stages in the environmental preparation process to determine if there is a need to elevate the CEQA and/or NEPA document.

The Consultant team estimates preparation of two drafts of each technical study, and three drafts of the DED and of the FED. Additional review cycles resulting from changes in Caltrans reviewers for completed documents, changes in Caltrans or other agency policies or requirements, or changes in the two build alternatives will be considered as additional scope and may require budget augment.

**Task 4.1 – Mapping for Environmental Studies**

The Consultant team will prepare study area maps to be used during the environmental analysis. The study area maps will be the basis for other environmental resource specific maps that will be prepared in conjunction with other environmental technical studies identified in this scope. The Consultant team will obtain map layer files necessary for this task; map layer files will consist of aerial mapping data, topographic data, parcel data, environmental resource data, and design data. The Project map files will consist of design data for current alternatives, existing, and proposed ROW boundaries, and a general environmental study boundary with environmental and jurisdictional boundaries.

The Consultant team will develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and ROW, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations conducted by the Consultant team.

**Deliverables:**

- Project Vicinity Map
- Project Location Map
- Project Study Map
- GIS mapping of environmental considerations

#### **Task 4.2 – Public Informational Meeting**

The Consultant team will support the SANBAG Public Outreach Coordinator, Caltrans, and other PDT members to assist with providing an informational meeting and the appropriate public notices to achieve a meaningful and constructive relationship with the local community. A preliminary public informational meeting will be held by the team to prepare for answering any initial questions from stakeholders and interested parties and to plan and prepare notices, handouts, and display boards. The Consultant team will prepare the public notice for the informational meeting with the approval of Caltrans and the SANBAG and shall advertise it in a widely circulated newspaper and in a local Spanish newspaper. The Consultant team shall coordinate with SANBAG and Caltrans to ensure that the notices are properly posted (e.g., newspaper, mass mailers, and State Clearinghouse). It is assumed that SANBAG will serve as the main point of contact with interested parties during the informational meeting process.

##### **Deliverables:**

- Coordinate the planning meeting for preparation of materials.
- Coordinate the public meeting.
- Public Notices for the Informational Meeting
- Prepare Agency letters/notifications/comment cards
- Recap Report for Informational Meeting including coordination of collection of comment cards and the comments.

#### **Task 4.3 – Conduct Environmental Evaluation**

Environmental analyses shall be prepared to meet CEQA and NEPA requirements, and in accordance with the most current Caltrans SER and FHWA guidelines. It will include concise application and enforcement of various regulations governing topic areas, including Federal, State and local laws, acts, policies, and ordinances as well as direct, indirect, and cumulative impacts. As appropriate, the following studies, reports or evaluations shall be prepared in accordance with Caltrans' SER. The Consultant team shall coordinate with Caltrans in determining the specific content and format requirements for the studies.

##### **Task 4.3.1 – Area of Potential Effects (APE) Map**

In consultation with Caltrans, the Consultant team will develop an APE map. The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed ROW; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual BMPs; the APE boundary; a signature block; a legend; and all other Caltrans format requirements per the SER (January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 ft. (a scale of 1 inch = 200 ft. is preferable). The map identifies the entire area that is archaeologically and architecturally surveyed. This proposal provides budget to prepare an APE map based on the first set of engineering plans provided. If engineering plans change once the APE map has been completed, a budget augment may be necessary. In addition, the budget anticipates no more than one in-person meeting with Caltrans staff regarding the APE map.

**Deliverables:**

- Draft and Final APE map
- Approved APE for inclusion and delineating the analyses in the HPSR, ASR, and HRER

**Task 4.3.2 – Preliminary/Baseline Traffic Analysis**

This task will establish the traffic forecasts to be used in the analysis. With an anticipated project opening date and the requirement to analyze conditions at least 20 years after opening, a forecast horizon year of 2040 is anticipated. A Traffic Forecasting and Analysis Methodology Memorandum will be prepared to document the development of forecast volumes, transportation system assumptions and traffic analysis techniques that will be applied in the operational analysis. After a peer review, the methodology memorandum will be presented to Caltrans for concurrence prior to initiation of travel demand forecasting or operational analysis work tasks.

Concurrent with the development of the methodology framework, a data collection plan will be developed which will include existing traffic count data for all study area intersections and arterial segments. Morning and evening peak period traffic counts will be conducted at study area intersections and 24-hour counts will be conducted for arterial segments. Count data for the corridor will be collected through PeMS and Caltrans count data sources. Field work will confirm circulation system geometry including lane widths and turn pocket storage lengths. Signal phasing and timing information will be obtained from responsible jurisdictions.

The Consultant team will compile the most recent three year accident history by type, as well as the comparable breakdown of the statewide average accident rates for similar facilities (e.g., TASAS table B, C, and C[wet] data). The accident history will be utilized to perform safety analysis. The accident history will be utilized to perform safety analysis. Coordination with the Caltrans Traffic Studies/Safety branch will be carried out to obtain the necessary information.

Upon approval of the forecasting methodology, future forecasts will be prepared for the opening year, which will address the requirements and study area for the Modified Access Report (MAR), and design year (2040) for No Build and the two build alternatives. A Traffic Forecast Volumes Report will be prepared which will include an Executive Summary and methodology used to develop future demand volumes; Average Daily Traffic (ADT) volumes for freeway mainline, ramps and roadway segments; AM/PM peak hour volumes for freeway mainlines, ramps, weaving sections, and intersections. The Traffic Forecast Volumes Report will be presented to the AUTHORITY, Caltrans, and the City concurrence prior to initiation of the traffic analysis. Calculations of existing, design year No Build and design year Build vehicle miles traveled (VMT) and vehicles hours traveled (VHT) will be included for environmental analyses.

**Deliverables:**

- Traffic Forecasting and Analysis Methodology Memorandum
- Traffic Safety and Accident Analysis
- Draft and Final Traffic Forecast Volumes Report

### **Task 4.3.3 – Traffic Impact/Circulation Study**

This task will analyze the potential impacts or beneficial effects of the build alternatives versus the No-Build throughout the study area. Levels of service will be prepared and summarized for ramp and local street intersections, arterial segments, ramps, mainline segments, merge/diverge locations and weave sections on the corridor in the vicinity of the interchange. Operational analyses will be completed for existing conditions, opening year and design year (2040) for No Build, and the two build alternatives. The baseline conditions are the existing physical conditions in the affected project area as they exist at the time of environmental analysis. No “existing plus project” scenario will be modeled. Prior to modeling and analysis, the methodology of the same will be presented and approved by Caltrans.

In order to allow for the evaluation of vehicle platoons and impacts of upstream and downstream intersections, Synchro analysis will be conducted for the existing, project opening and 2040 conditions. The network will address the requirements of the MAR, be reviewed with City and Caltrans staff and updated as appropriate to reflect current and projected future conditions. Caltrans and the City level of service standards will define operational standards for the circulation system. Intersection queuing analysis including ramp intersections will be performed along with LOS summaries and be presented in graphical and tabular format as appropriate. The queue length summaries will be presented for all turn pockets throughout the study area to evaluate potential turn storage impacts to through traffic.

The draft report will define project related impacts and recommend appropriate mitigation measures if necessary. The report will include an executive summary that summarizes the project alternatives and system operating characteristics under the existing, opening year and design year timeframes. The executive summary will serve as the basis for the circulation section of the ED. The draft report will be presented to the AUTHORITY, Caltrans, and the City, and comments incorporated into a final report that will be incorporated into the ED as appropriate. The Traffic Forecast Volumes Report will be incorporated into the Traffic/Circulation Impact Report.

#### **Deliverables:**

- Draft and Final Traffic/Circulation Impact Report

### **Task 4.3.4 – Water Quality Assessment Report (WQAR)**

The Consultant team will prepare a WQAR using the Caltrans Water Quality Assessment Report Content and Recommended Format. The WQAR will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention BMPs, construction site BMPs, and treatment BMPs that are applicable to the Project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information to be obtained from the SWDR and incorporated into the WQAR includes, but is not limited to, proposed BMPs, disturbed soil area, and new impervious surface area for each alternative. The Project’s potential impact on water quality will be evaluated and mitigation measures necessary to prevent adverse water quality impacts will be identified. In addition, rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) based upon topography and preliminary engineering plans will be provided by the project

engineer and incorporated into the WQAR.

**Deliverables:**

- Water Quality Assessment Report

**Task 4.3.5 – Floodplain Evaluation Report**

The Consultant team will perform a floodplain evaluation in accordance with the requirements of Executive Order 11988 and CEQA guidelines. The Consultant team will utilize the Floodplain Encroachment Evaluation Guideline, by reviewing the most recent Federal Emergency Management Agency (FEMA) Federal Insurance Rate maps of the Project area and identifying the limits of the base (100-year) floodplain and regulatory floodway.

The Consultant team will prepare a Summary Floodplain Encroachment Report based on a Location Hydraulic Study. This scope of work presumes that the proposed alternatives will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is consistent with existing watershed and floodplain management programs. The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

**Deliverables:**

- Draft and Final Floodplain Evaluation Report

**Task 4.3.6 – Location Hydraulic Study**

To assist in the evaluation of impacts of the Floodplain, Caltrans requires a Location Hydraulic study to be completed, which summarizes the results from hydraulic modeling. This report will include hydraulic modeling of pre- and post-project hydraulic conditions for construction within the flood plain and any proposed flood control improvements needed to mitigate water surface increases that may result from the proposed improvements. The report will include hydraulic modeling of pre- and post-project hydraulic conditions for construction within the flood plain and any proposed flood control improvements needed to mitigate water surface increase that may result from the proposed improvements. Hydraulic models used at this stage will be limited to a distance of 500 feet upstream and 500 feet downstream of proposed structure. This effort includes the following tasks:

**Research and Data Collection:** Research the available FEMA floodplain data, San Bernardino County Flood Control, City, and US Army Corps of Engineers (USACE) data to identify any potential encroachments into existing mapped floodplains. This task includes requesting FEMA back-up technical data for the mapped floodplains. The task also includes field review of all culvert crossings. FEMA back-up data fees to be paid by SANBAG.

**Base Map Preparation:** Based on the results of Research and Data Collection, overlay the FEMA floodplain and any other available floodplain data on the Project base maps. Determine locations of longitudinal encroachment on the mapped floodplains.

**Alternatives Analysis:** Prepare alternatives analysis for 2 alternatives which will be evaluated based on:

1. The risk associated with implementation of the action

2. The impacts on natural and beneficial floodplain values
3. The support of probable incompatible floodplain development
4. The measures to minimize floodplain impacts associated with the action
5. The measures to restore and preserve the natural and beneficial floodplain values impacted by the action
6. The practicability of alternative to any significant encroachment
7. The practicability of alternatives to any longitudinal encroachment.

Location Hydraulic Study: Prepare a Location Hydraulics Study summarizing Tasks 1-3. The Location Hydraulics Study will determine if there is a significant encroachment or impact to the base flooding. Also, Caltrans requires that there be no increases in Base Flood Elevations (BFEs) in areas with floodways.

Hydraulic Modeling: In order to better identify potential impacts to the floodplain, preliminary hydraulic models of the effected watercourses will be analyzed immediately upstream and downstream of the proposed encroachments. This task assumes base modeling is available from FEMA, SBCFCD, or USACE.

**Deliverables:**

- Draft and Final Location Hydraulic Study (Included as part of the Floodplain Evaluation Report)

**Task 4.3.7 – Noise Study Report (NSR)**

The Consultant team will address issues related to the traffic noise impact for use in the ED. A Noise Study Report will be prepared to analyze build and no build alternatives. The study will comply with Caltrans Traffic Noise Analysis Protocol requirements. Tasks to be completed include:

- Conduct a site visit to identify frequent human use areas, existing property walls, existing noise sources, and possible locations for the noise barriers.
- Prepare a work plan for Caltrans review and approval. The work plan will identify noise measurement sites, land use type in the study area, study methodology, and traffic volumes that will be used for the noise impact analysis. For purposes of the RFP, assume 10 noise measurement sites.
- Conduct short-term noise measurements to determine the existing background noise levels in the study area and to calibrate the traffic noise model. Photographs of all noise meter locations will be included in the report. Noise measurements will be conducted in accordance to the guidelines specified in the Caltrans' Technical Noise Supplement - A Technical Noise Supplement to the Traffic Noise Analysis Protocol (TeNS). Noise measurements will be conducted using Type 1 (precision) noise monitoring equipment. Traffic volumes will be recorded during short-term noise measurements which will be used to calibrate the traffic noise model.
- Use the FHWA Traffic Noise Model (TNM) version 2.5 to compute traffic noise levels of the future two build alternatives and the future no build alternative. Areas where the traffic noise levels would approach or exceed Noise Abatement Criteria will be identified.

- Use the Level of Service C/D volumes for the main lanes and the modeled 2040 traffic volumes for the ramps to determine traffic noise impacts. However, ramp traffic capacity is assumed to be 1,000 vehicles per hour per lane.
- Identify noise barriers that would provide feasible noise abatement for the impacted frequent human use areas.
- Conduct reasonableness analysis in accordance with Caltrans guidelines to determine the reasonableness cost allowance for the feasible noise barriers.
- Analyze construction noise and vibration impacts in general terms because detailed construction activities and their sequences will not be available at the time of the study.
- Prepare a Noise Study Report to summarize noise measurement results, noise impact analysis results, feasible noise abatement measures, and reasonableness cost allowance for each feasible noise barrier. Figures will also be prepared that will show noise measurement sites, noise modeling sites, land use, as well as the location and minimum heights of the sound walls that would provide feasible abatement.
- Prepare a noise section of the ED to present the results of the noise impact analysis and proposed mitigation measures to minimize noise impacts.

**Deliverables:**

- Draft and Final NSR

**Task 4.3.8 – Noise Abatement Decision Report (NADR)**

The Consultant team will prepare a NADR following criteria described in the California Traffic Noise Protocol (CaTNAP) for New Highway Construction and Reconstruction Reports, and the Technical Noise Supplement (TeNS). To determine whether a noise abatement measure is reasonable, the Consultant team will evaluate noise reduction design goal and conduct a cost-benefit analysis. Additionally, sound wall surveys will be prepared for review by SANBAG and Caltrans for properties which would be affected by sound wall construction. The approved sound wall surveys will be mailed to homeowners during the public review period for the ED.

A Final NADR will be prepared that incorporates the results of the sound wall surveys and final determinations regarding reasonable and feasible walls.

**Deliverables:**

- Draft and Final Traffic Noise Abatement Decision Report
- Draft and Final Soundwall Survey Summary

**Task 4.3.9 – Community Impact Assessment (CIA)**

The Consultant team will complete the CIA in accordance with Caltrans Environmental Handbook, Volume 4 guidance. Tasks to be completed include:

- Perform ethnicity and economic studies to determine the characteristics of the communities affected by the Project. The demographic and socioeconomic data will be obtained from the latest government census data. This includes addressing Environmental Justice requirements.
- Perform land use studies to determine the relationship of the Project to local, regional, and other planning policies, and identify compatibility issues with existing land uses.

- Identify any potential Section 4(f) resources in the Project vicinity and analyze any impacts.
- Address growth inducement issues.
- Identify affected property owners, communities, public facilities within the Project area of influence.
- Evaluate direct, indirect, and cumulative impacts of the proposed Project alternatives to affected communities pertaining to social impacts (relocation of housing, businesses, population characteristics, community institutions, community stability and cohesion); economic impacts (change in employment, property values, income gains or loss, tax base changes); land use and growth (consistency of Projects with local plans, shift in location where growth will occur, development opportunities enhanced); and public services impacts (schools and health systems, police and fire protection, accessibility and parking, utilities).
- Address ROW impacts based on the results of the Relocation Impact Report (a separate task under this scope of services).
- Address potential environmental justice impacts (unavoidable adverse effects that would be disproportionately borne by minority and/or low-income populations).
- Coordinate with local and regional agencies, ethnic and community groups, and business organizations.
- Prepare a CIA technical report outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.
- Prepare relevant community impact sections (Land use and Planning, Community Character and Cohesion, Relocation and Business Disruption, Environmental Justice) for inclusion in the ED.

**Deliverables:**

- Draft and Final CIA

**Task 4.3.10 – Visual Impact Assessment (VIA)**

The Consultant team will prepare a Visual Impact Analysis (VIA) to document the aesthetic and scenic studies. The VIA will be prepared to conform to the guidance provided in the “FHWA Visual Impact Assessment for Highway Projects” guide and the guidance and templates provided within the Caltrans SER. The studies and the preparation of the VIA will be conducted under the supervision of a licensed landscape architect. The Consultant team will coordinate with the SANBAG and Caltrans to determine the locations of viewpoints. The Consultant team will prepare a Draft VIA for SANBAG and Caltrans review; a final VIA will be prepared once the draft has been approved. Tasks to be completed include:

- Conducting site visits to document through digital photography, existing views within the Project area and supporting features for use in the preparation of simulated views.
- Preparing photographic simulations to support key viewpoints and showing existing versus build conditions.

**Deliverables:**

- Draft and Final Visual Impact Assessment

### **Task 4.3.11 – Air Quality Analysis**

The Consultant team will prepare an Air Quality Analysis that addresses the potential impacts to regional and local air quality associated with implementation of the proposed Project per the current state and federal requirements. The Consultant team will also conduct all required interagency coordination as part of the local and regional air quality conformity determination. In addition, the Consultant team will prepare an air quality conformity report to be submitted to FHWA for review and approval. Tasks to be completed include:

- Conducting early consultation with Caltrans air quality staff to confirm appropriate scope of work, data requirements and analysis approach.
- Summarizing current regulatory framework (federal and state regulations), conformity designations and current ambient monitoring station measurements for criteria pollutants.
- Identifying sensitive receptors within the Project area.
- Using available traffic analysis output, calculate regional burden emissions for criteria pollutants; tabulate for existing conditions and No Build/Build comparisons for year of opening and applicable horizon year.
- Conducting CO hot spot analysis for selected sensitive receptor locations (assume 20 locations based on the size and scope of this interchange Project); tabulate results for existing conditions and No Build/Build comparisons for year of opening and applicable horizon year.
- Conducting qualitative analysis for PM<sub>10</sub> and PM<sub>2.5</sub>.
- Preparing draft submittal for conformity interagency consultation with SCAG Transportation Conformity Working Group (TCWG); review with Caltrans staff and assist in presentation to TCWG.
- Preparing qualitative assessment of mobile source air toxics (MSATs) following guidelines in the FHWA’s “Interim Guidance Update on Air Toxic Analysis for NEPA Documents.”
- Preparing qualitative discussion of construction impacts.
- Addressing impacts of the proposed Projects on climate changes following the latest guidelines issued by Caltrans Headquarters at the time the analysis is conducted.
- Preparing an air quality impact section for inclusion in the ED.

The Air Quality Analysis will be prepared in accordance with Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-spot Analyses in PM<sub>2.5</sub> and PM<sub>10</sub> Nonattainment and Maintenance Areas, Transportation Project-Level Carbon Monoxide Protocol (CO Protocol), and FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents. Include a Climate Change section consistent with the Caltrans SER.

The Consultant team will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 20 receptor locations for the Existing, Future No Build, and each of the Build Alternatives.

The Consultant team will prepare a qualitative particulate matter (PM) hot-spot analysis to be submitted to and reviewed by the Southern California Association of Governments’ (SCAG) Transportation Conformity Working Group (TCWG). Coordination with EPA, Caltrans, and FHWA through SCAG’s TCWG will be necessary to ensure that the

proposed Project would not violate/exacerbate air quality in the South Coast Air Basin (SCAB).

The Consultant team will calculate the regional mobile source air toxics (MSAT) and criteria pollutant emissions for the existing, opening year, and build-out year conditions for the no build and each of the build alternatives.

The Air Quality Analysis will document whether the proposed Project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering and environmental documentation. The Air Quality Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Mitigation measures will be defined for any construction and/or operational impacts that are identified.

**Deliverables:**

- Draft and Final Air Quality Analysis
- Completed TCWG Interagency Form

**Task 4.3.12 – Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER)**

All tasks will be conducted/prepared per the guidelines set forth by Caltrans SER, Environmental Handbook (EH), Volume 1, Chapter 8 – Paleontology (Revised February 2012 ); and guidelines developed by the Society of Vertebrate Paleontology (SVP, 1995 and 2010). The tasks are as follows:

- **Locality Search.** The Consultant team will conduct a geological and paleontological literature and locality review through the San Bernardino County Museum (SBCM), and records maintained at the Consultant team. All information will be summarized in the Paleontological Investigation Report (PIR).
- **Field Survey.** Depending on the results of the locality search, the Consultant team will complete a windshield or pedestrian survey of the Project footprint. The purpose of the survey is to confirm the geology as it has been mapped, confirm the presence of any localities that may have been recorded, and to determine if there might be any unrecorded localities within the Project footprint. Results will be summarized in the PIR.
- **Paleontological Investigation Report (PIR).** The Consultant team will prepare a PIR. This report will detail results of the locality search, the geological investigation, and the field survey. The PIR will assess whether there are known or reasonably anticipated paleontological resources within the Project footprint. If so, based on the description of proposed work and excavation parameters, the report will determine whether or not Project excavation will impact those resources.
- **Paleontological Evaluation Report (PER).** The Consultant team will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation. The PER will determine:
  - (1) the Department’s legal responsibilities
  - (2) the necessity for involving other agencies and stakeholders
  - (3) whether the resource can be avoided (regardless of its potential significance)

(4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

The PIR and PER are often combined into a single document. The PIR and PER must be completed prior to PID approval in order to minimize construction delays. The purpose of the PIR is to identify if resources may be present within the Project area, the purpose of the PER is to evaluate the significance of the resources, if they are determined to be present.

**Deliverables:**

- Draft and Final Combined PIR/PER

**Task 4.3.13 – Historic Property Survey Report**

The Historic Property Survey Report (HPSR) is the principal format used to present the findings of all cultural resources studies for federal undertakings as required by 36 CFR Part 800.

All tasks and documents are scoped to be completed per the guidelines set forth in the Caltrans SER Caltrans Environmental Handbook, Volume 2, Cultural Resources (February 3, 2012) and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the Caltrans Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (January 2004; Caltrans PA).

**Native American Consultation:** As directed by Caltrans, the Consultant team will conduct Native American consultation per Section 106 of the National Historic Preservation Act. This will include contacting the Native American Heritage Commission for a search of its Sacred Lands File and a list of parties with cultural ties to the APE. All parties will receive a letter describing the Project and inviting comments on cultural resource concerns. Each unanswered letter will be followed by up to two telephone calls and/or emails. A summary of the Native American consultation will appear in the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR).

**Records Search:** The Consultant team will conduct an archaeological and historical records review and literature search through the San Bernardino Archaeological Information Center of the California Historical Resources Information System, located at the San Bernardino Museum in Redlands, California. The records search will include a 1-mile radius around the APE. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within and immediately adjacent to the APE will be determined. All information will be summarized in the appropriate Caltrans report.

**Archival Research/Historic Outreach:** The Consultant team will complete research at various repositories and archives for the properties within the APE to determine dates of construction for any buildings and structures. In addition, the Consultant team will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National Register of Historic Places. The Consultant team will also determine whether any cultural resources qualify as historical resources under CEQA. As required by Caltrans, outreach will be conducted with local

historical societies and similar groups. The Consultant team stipulates that research will be conducted for up to two historic-period (45 years of age or older) cultural resources based on the work completed in the PEAR.

**Field Surveys:** The Consultant team will complete both an archaeological and an architectural field survey of the APE. The purpose of the surveys is to document respective resources that are previously unrecorded, as well as to update existing State of California Department of Parks and Recreation forms (Series 523; DPR) for previously recorded resources. It is expected that findings will be negative for archaeological remains (i.e., there will be no sites requiring an extended Phase I survey). If historic-period resources are identified in the Project APE they will require documentation and evaluation unless they meet the criteria for exemption provided in the Caltrans PA. Typically, extensively altered resources are exempt from evaluation. This scope assumes up to 2 properties will require evaluation. If the number of properties requiring evaluation is different, the budget will be adjusted accordingly.

**Historic Property Survey Report (HPSR):** The Consultant team will prepare an HPSR, the cover document for all cultural reports that are required. This report will summarize all archaeological, architectural, historical, and Native American concerns. The APE map will be attached to the HPSR.

**ASR:** The Consultant team will prepare an ASR that details results of the records search and archaeological field survey.

**Historical Resources Evaluation Report (HRER):** The Consultant team will prepare an HRER. The report will be completed to document and evaluate a maximum of 2 built environment resources within the APE. This report will include research and field methods used in identifying cultural resources, the historic resources identified in the Project APE, the historic contexts based on the types of cultural resources identified, and the significance evaluations for each resource.

**Assumption:**

The Consultant team stipulates that research will be conducted for one historic-period (45 years of age or older) cultural resource. If additional cultural resources are identified within the APE, additional research and budget may be required.

**Deliverables:**

- Historic Property Survey Report (HPSR), ASR, and Historical Resources Evaluation Report (HRER), if necessary, and supporting documents
- Interested Party consultation letters
- Native American Coordination Documented in the HPSR and ASR

#### **Task 4.3.14 – Initial Site Assessment (ISA)**

The Consultant team will conduct a hazardous waste initial site assessment (ISA) of the two build alternatives. The results of the ISA will then be used to determine the level of further investigation required. The purpose of the Hazardous Waste Initial Site Assessment (ISA) is to review potential hazardous material/waste impacts associated with the proposed Project. Information developed during the ISA can be used to evaluate human health risk during construction, long-term risk to human health and the environmental following construction, and possible legal or logistical implications associated with contaminated sites along the corridor. The Consultant team will prepare an ISA consistent with *Caltrans Preparation Guidelines for Initial Site Assessments*. Tasks to be completed include:

- Conduct an agency records search to identify hazardous waste sites located within the Project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the Project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. The Consultant team will utilize a database service to perform this search with a ½-mile search radius from the Project boundaries.
- Conduct a field inspection and visual survey of the Project area via available public access to identify obvious areas of hazardous waste contamination.
- If hazardous waste sites are identified within the Project study area (via governmental records and/or the visual survey), the Consultant team will evaluate potential impact to the Project and identify subsequent procedures to further evaluate the extent of potential contamination and remediation requirements.

#### **Deliverables:**

- Initial Site Assessment

#### **Task 4.3.15 – Aerially Deposited Lead (ADL)**

The Consultant team will test unpaved areas of the Project at a spacing of 100 to 200 feet for ADL contamination and present the findings in a report. The Consultant team will utilize an in-house Health and Safety Plan and submit a Work Plan detailing field activities to be approved by Caltrans prior to field work. The Health and Safety Plan will include guidelines for the use of personal protective equipment and sampling procedures and address procedures for sampling and laboratory analysis. Hand augers may be used and advanced to a minimum depth of 4 feet to collect samples in unpaved areas. Samples sent to the certified laboratory will be analyzed for lead using the EPA Method 6010B/7000, at a minimum. Soil with total lead concentrations in excess of 50 mg/kg must be analyzed for soluble lead using the WET, TCLP and de-ionized water extract methods. The results of the sampling and testing will be statistically analyzed using methods consistent with Caltrans requirements.

#### **Deliverables:**

- ADL Work Plan
- ADL Report

#### **Task 4.3.16 – Bridge Asbestos and Lead Studies**

The Consultant team will investigate the existing overcrossing structure materials for the presence of asbestos and/or lead in paint. The survey for each bridge location will consist of sampling accessible, suspect friable and non-friable asbestos containing materials (ACMs) and suspect lead-based paints (LBPs) observed on any of the readily accessible bridge structural components. The Consultant team will provide a survey of the Project work area using an accredited Certified Asbestos Consultant (CAC), Certified Site Surveillance Technician (CSST), and California Certified Department of Health Services (DHS) Project Monitor certified in lead inspection and risk assessment. The Survey will serve to assist SANBAG in the identification of ACM and LBP at the subject site as required by the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) in 40 CFR Part 61, and the Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1926.1101. Bulk samples of suspect ACM and LBP will be collected for laboratory analysis. All sample analysis shall be conducted by an accredited laboratory. Some minor isolated damage to bridge structure materials during the sampling procedures may occur; however, the Consultant team must attempt to limit such damage to the nominal amount necessary for sample collection. The results of the sampling and testing will be properly analyzed using methods consistent with Caltrans requirements. The findings will be submitted in a Project ACM/LBP report.

**Assumptions:**

- Asbestos Work Plan Bridge component asbestos sampling testing (including concrete core samples)
- LBP sampling with XRF of bridge structure
- No sampling of LBP road lines or markings outside of bridge limits

**Deliverables:**

- Asbestos Work Plan
- Lead Based Paint Work Plan
- Asbestos Report
- Lead Based Paint Report

**Task 4.3.17 – Preliminary Site Investigation for Hazardous Waste**

If the ISA identifies potentially contaminated sites or properties, the available information must be evaluated to determine whether it is adequate to estimate risk to the Department and impacts to the Project cost, scope, and schedule. If the available information is not adequate to meet all of these needs, a Preliminary Site Investigation (PSI) and potentially, a Detailed Site Investigation (DSI) will be required. The results of these investigations will be used to prepare the hazardous waste section of the ED. The PSI consists of a confirmatory investigation to determine whether suspected contamination is actually present on the property or site. If the PSI indicates the presence of contamination that may impact the Project, but does not adequately delineate it, then a DSI is necessary. A DSI is conducted to determine the full nature and extent of contamination so that remediation costs, impacts to Project scope and schedule, and future liability to the state can be realistically estimated.

For this scope, assume that ~~two~~ sites will require a PSI within the footprints of the build alternatives.

A geophysical survey will be utilized to clear the site of subsurface hazards prior to sample collection activities. The survey will include Ground Penetrating Radar (GPR), along with other electromagnetic (EM) methods to identify potential subsurface hazards.

Soil and/or groundwater sampling will be conducted with direct push or hollow stem auger drilling systems. The sampling activities will be used to collect subsurface soil and groundwater samples and to assess the soil lithology and hydrogeology. The soil samples will be analyzed by an offsite State of California Certified laboratory for chemicals of concern.

The specific scope of the Preliminary Site Investigation includes the following:

- Secure Right of Entry signatures from the parcel owners, City, County or Caltrans.
- Preparation of a limited PSI Work plan and Site-Specific Health and Safety Plan prior to commencement of field activities.
- Mark proposed borings, contact Dig-Alert, and perform a geophysical survey in an attempt to identify underground utilities and other features in the vicinity of proposed boring locations.
- Conduct a PSI (limited Phase II ESA) at two sites. It is assumed that PSI will be conducted over the course of up to two days per site and will require two separate mobilizations. Right of entry permits will be required prior to accessing each site.

The scope for each site will include:

- Advance up to four (4) Direct Push Technology (DPT) soil borings (at each property) to a maximum depth of 40 feet and collect soil samples in. If groundwater is encountered, a grab groundwater sample will be obtained from each probe location.
- Analyze up to thirty-two (32) soil and eight (8) groundwater samples (at each property) for the following analysis at a State of California Certified Laboratory:
  - TPH gasoline, fuel oxygenates and VOCs                      EPA test method 8260B
  - Extractable TPH (carbon chain: C12-C40)                      EPA test method 8015B
  - California Assessment Metals (CAM 17)                      EPA test method 6010B
  - Semi-Volatile Organic compounds                      EPA test method 8270
- The same protocols followed for the DSI for sample preservation, decontamination, and analysis will be followed for the PSI.
- The results of the proposed PSI for the two sites will be detailed in two reports for the client review (one report for each site). It is anticipated that the field work can commence within one to two weeks upon written authorization by the client, approval of the necessary permits, and receipt of Right-of-Entry permits for each property. It is anticipated that a written report can be completed within approximately eight to ten weeks after the notice to proceed. The PSI Report will include:
  - Summary of field activities;
  - Description of boring and sample locations;
  - Tabulated results of analysis;
  - Conclusions and recommendations;

- Sample location maps;
- Boring logs; and,
- Copies of laboratory analytical reports.

**Deliverables:**

- Right of Entry
- PSI Workplan
- PSI Report

**Task 4.3.18 – Jurisdictional Delineation (JD)**

As part of the delineation preparation, JD forms or Preliminary JD forms will be prepared by the Consultant team and submitted for agency review.

The Consultant team will ensure that the wetland delineation is approved through the SANBAG and Caltrans prior to being forwarded to the USACE for issuance of a jurisdictional determination. The report will include information on existing conditions, soils, vegetation, hydrology, watersheds, National Wetland Inventory data, and other pertinent information. The report will be prepared to accompany the jurisdictional permit applications.

**Deliverables:**

- Draft and Final Wetlands Delineation Report

**Task 4.3.19 – Natural Environment Study (Minimal Impacts) (NESMI)**

The biological resources technical study, referred to as the Natural Environment Study (Minimal Impacts) or NESMI, will be prepared and includes the following subtasks:

**Literature and Database Search:** The Consultant team will determine the existence or potential occurrence of sensitive plant and animal species within and in the vicinity of the Project area (where such species could be affected by Project activities or where protocol surveys need to be extended within limits agreed upon by any regulatory agency). The Consultant team will accomplish this by conducting a review of federal and state lists of sensitive species and current database records, including the California Natural Diversity Data Base, California Department of Fish and Game (CDFG), 2012), the California Native Plant Society’s Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner et al. 2012), and other available environmental reports.

**USFWS Listed/Sensitive Species Coordination Letter:** In accordance with Caltrans guidelines, the Consultant team will prepare a letter for Caltrans to submit to the U.S. Fish and Wildlife Service (USFWS) requesting a list of threatened and endangered species known from the Project area. The results of the records search will be summarized in a table and included in the NESMI including any critical habitats that have the potential to be affected by the proposed Project.

**Prepare NESMI Report:** The Consultant team will prepare an NESMI report suitable for use in NEPA and CEQA review. The report will be prepared in accordance with the current template posted on the Caltrans SER website. The NESMI standard format will be modified to accommodate the discussion of designated critical habitat. The NESMI will contain the following details:

- A preliminary list of sensitive elements that may be affected by the Project. The list will be developed from literature sources (i.e., California Natural Diversity Data Base, California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, and other environmental reports) and through coordination with resource agencies.
- A list of species and critical habitats potentially affected by the Project based on a request letter to the USFWS.
- Assessment of habitat conditions to determine if focused surveys will be required for sensitive species requiring surveys under the MSHCP or for CEQA purposes.
- Biological inventory, description of biological resources, habitat and sensitive species location maps, assessment of migration corridors, survey methodologies, results of presence/absence surveys, potential wetlands/waters of the U.S./streambeds of the CDFG, maps, tables, photographs, and appendices.
- Determination of Project impacts to biological resources and potential mitigation measures for Project team's review using the results of the literature review, field surveys, and agency coordination.
- The Consultant team will identify appropriate mitigation measures. Mitigation requirements will be preapproved by the Project team prior to incorporating such mitigation into the draft and final NESMI.

**Deliverables:**

- Draft and Final NESMI

**Task 4.3.20 – Draft Relocation Impact Report (DRIR)**

The Consultant team will prepare a Relocation Impact Report in accordance with 49 Code of Federal Regulation (24 CFR 205), Caltrans SER and the Caltrans ROW Manual. Tasks to be completed include:

- Collect and research information on the design alternatives and ROW maps to identify the number of displacements and determine the complexity and nature of the potential displacements.
- Identify and analyze impacts of potential displacements of commercial/residential
- Private properties within and adjacent to each proposed alternative. A table will be prepared summarizing the impacts to each property.
- Minimization measures will be developed for displaced businesses and identification of alternate site(s) for potentially displaced businesses will be identified
- Preparation of the Relocation Impact Report to summarize the potential displacements and impacts associated with the proposed Project.

**Deliverables:**

- DRIS

**Task 4.4 – Screen-check Draft IS/EA (accompanied by FHWA DED Checklist)**

The Consultant team will prepare a Screen-check Draft IS/EA in accordance with the Caltrans Environmental Handbook (latest Annotated Outline), FHWA Technical Advisory T6640.8A, and Council on Environmental Quality (CEQ) guidance. The

screen-check Draft IS/EA will incorporate the environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, proposed mitigation measures, an environmental commitment record (ECR) and a listing of environmental (and related) permits required for implementation of the Project. Tasks to be completed include:

- Prepare a Screen-check Draft IS/EA following the guidance stated above.
- Prepare an ED Preparation and Review Tool and an External Quality Control (QC) Certification for submittal to SANBAG and Caltrans along with the Screen-check Draft IS/EA.
- Revise Screen-check Draft IS/EA per SANBAG and Caltrans' comments.
- Resolve any additional comments in a workshop setting

**Resource Agency Permit Related Coordination:** The Consultant team will prepare for and conduct meetings to initiate, establish and maintain communication with the resource agencies in consultation with the SANBAG and Caltrans. These meetings will confirm the scope and obtain concurrence of relevant technical studies. The Consultant team will prepare and distribute pre-meeting materials, which may consist of a meeting invitation notice, meeting agenda, and a Project description. The Consultant team will prepare meeting exhibits for each meeting. The Consultant team will coordinate with the appropriate agencies to delineate the biological study area and determine the need for a Section 404 permit and Section 1602 Agreement. The Consultant team will also coordinate with the U.S. Fish and Wildlife Service (USFWS) and the CDFG to identify state and federally listed threatened and endangered species potentially in the area. The Consultant team will identify applicable permits necessary for implementation of the construction phase of the Project. Coordination with USFWS, CDFG, USACE is necessary.

**Deliverables:**

- Screen-check Draft IS/EA with Environmental Document Preparation and Review Tool and External QC Certification Sheet.
- Coordinate meeting and prepare needed documents and exhibits
- Agency meeting minutes file
- Identify applicable construction permits

**Task 4.5 – Draft IS/EA (accompanied by FHWA DED Checklist)**

Draft IS/EA with an updated Environmental Document Preparation and Review Tool and External QC Certification Sheet will be submitted to Caltrans D-8 for signature. Because the Project is an interchange improvement Project, it is anticipated that a Routine IS/EA will be applicable as opposed to a Complex IS/EA. A Routine IS/EA would be approved by the District Director for circulation and would not be submitted to Caltrans Headquarters for review and comment. Per the SER, Legal review is only required for Draft EISs and individual Section 4(f) Evaluations; therefore, legal review is not specified.

- Submit the Draft IS/EA to Caltrans D-8 for approval to circulate.

Once Caltrans D-8 is satisfied with the Draft IS/EA and issues an approval letter, the Consultant team will work in close coordination with the Caltrans Environmental Coordinator to prepare all

required notices to circulate the Draft IS/EA. Tasks to be completed by the Consultant team include:

- Prepare Notice of Completion (NOC) to be transmitted to the State Clearinghouse, Office of Planning and Research.
- Prepare a Notice of Availability of the IS/EA/Notice of Intent to Adopt an MND/Notice of Public Hearing.
- Submit all notices to SANBAG and Caltrans for approval and signatures.

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public Hearing (NOPH) will be prepared for publication. The notices will be placed at least once in newspapers of general circulation, posted on and off site, and mailed directly to owners and occupants of contiguous properties. The Consultant team will assist in conducting a formal Public Hearing. A Record of Public Hearing will be prepared and submitted to SANBAG and Caltrans. The public hearing will conform to the requirements of Caltrans' Project Development Procedures Manual, Chapter 11, and Article 7. When approval to circulate has been obtained from Caltrans and confirmed by the signed title sheet, the Consultant team will circulate the Draft IS/EA with an unsigned Mitigated Negative Declaration (MND)/Finding of No Significant Impact (FONSI) in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PID must be approved to ensure that the Project concept in the Draft IS/EA is consistent with the Draft PID. The Draft IS/EA will be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans's SER. The California Transportation Commission (CTC) has to review all Projects that receive State highway funds. The Consultant team will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC. Tasks to be completed by the Consultant team include:

- Publish up to 50 hard copies of the Draft IS/EA, and up to 200 copies of the CD containing electronic files of the Draft IS/EA
- Submit a NOC and CDs of Draft IS/EA to the State Clearinghouse
- Distribute the Draft IS/EA to federal, state, and local agencies as well as interested parties contained on the Master Distribution list for review and comments.
- Coordinate with SANBAG and Caltrans to post the electronic version of the Draft IS/EA on the websites for public review and comments.
- File an NOI/NOA with the State Clearinghouse, and County Clerk
- Maintain and update the distribution and invitation lists throughout the environmental review process.

**Deliverables:**

- Final Draft IS/EA along with Environmental Document Preparation and Review Tool, and External QC Certification Sheet, and 1 hard copy and 1 electronic copy of the Final Technical Studies.
- Approved Circulation Draft IS/EA

- 50 hard copies of the Draft IS/EA with technical studies on CD
- 200 copies of CD containing electronic files of the Draft IS/EA updates to Master Distribution/Invitation Lists

#### **Task 4.6 – Public Hearing and Public Outreach Support**

Under the direction of the SANBAG and Caltrans, the Consultant team will make all necessary preparations for Public Meetings, including Open House meetings during Project development and Public Hearings during the public circulation of the Draft IS/EA. The Consultant team will provide logistical support for each meeting, including preparation of meeting notices, advertisements, site coordination and planning, sign-in sheets, and staff (bilingual). The Consultant team will prepare poster size exhibits and a PowerPoint slide presentation to be used during the meeting. Comments will be solicited through the provision of comment cards and the availability of a bilingual court reporter. The Consultant team will create visual displays for the Draft IS/EA Public Hearing. These visuals may include display boards and looping PowerPoint slides. Visuals will be submitted to the SANBAG and Caltrans for approval prior to the public meeting. The Consultant team will arrange a court reporter to prepare a script of all public hearings to be arranged during the public review period.

#### **Deliverables:**

- Website materials
- Collateral materials (Newsletter, FAQ sheets, brochures, etc.)
- Draft Comment Card or Project Questionnaire
- Public Meeting comment log
- Public Meeting PowerPoint presentation
- Meeting exhibits
- Script of each public hearing

#### **Task 4.7 – Prepare Response-to-Comments Matrix**

The Consultant team will maintain documentation and provide response to internal and public comments on the DED, if necessary. A response-to-comments matrix outlining how and where the revisions to the documents have been made will be included in the revised Draft and Final Environmental Documents, if necessary. The response-to-comments matrix will be provided to the SANBAG and Caltrans for review and concurrence prior to finalization. This scope of work and cost estimate is based on receiving a moderate number of comments (no more than 150 comment letters).

#### **Deliverables:**

- Response to Comments Matrix

#### **Task 4.8 – Screen-check Anticipated Final MND/FONSI (IF REQUIRED)**

The Consultant team will participate in a workshop to be arranged by the SANBAG, Caltrans, and PDT members to evaluate all factors important to the identification of the preferred alternative. The Consultant team will prepare the Preferred Alternative Section for inclusion in the Final IS/EA outlining the steps undertaken to reach the conclusion.

The Consultant team will conduct quality control and review of all technical and environmental documents prepared as part of this scope of services based on the

Consultant team QA/QC procedures and Caltrans QA/QC procedures, including the 5-step NEPA QC process.

**Deliverables:**

- Preferred Alternative identification
- Quality Assurance/Quality Control documentation

**Task 4.9 – Final Anticipated MND/FONSI (if required)**

The Consultant team will update the DED to identify the rationale for selection of the Preferred Alternative, including work on the Final Environmental Document (FED). The Consultant team will complete formal and informal review of FED including all required quality control reviews. The FED will be submitted to Caltrans D-8 for review.

- ***Final Environmental Document (MND/FONSI):*** Following the development of the ECR, the Final IS/EA will be prepared and submitted for approval. The proposed MND will be signed and incorporated into the Final IS/EA. The Final IS/EA will also become part of the Project Report. The Final IS/EA will be submitted for approval and signature along with the FHWA *Checklist for Final Documents*, and a request to issue a FONSI. The Consultant team will coordinate with D-8 Environmental staff for transmittal of Draft IS/EA to CTC.

A Draft NOD will be prepared and submitted to Caltrans for review and comment. The Consultant team will send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOA - FONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee and/or a De Minimis Impact Finding to the State Department of Fish and Game.

**Deliverables:**

- Approved ECR
- Draft Final IS/EA
- Final IS/EA
- Filed Notice of Determination (NOD)
- Filed Notice of Availability (NOA) - FONSI

**Task 4.10 – Final Relocation Impact Document (FRIS)**

The Consultant team will prepare the FRIS in accordance with 49 Code of Federal Regulations (CFR) 24, Caltrans' Environmental Handbook, Volume 4, and the Caltrans Right-of-Way Manual to support the IS/EA .

The FRIS shall summarize the potential displacement of adjacent commercial/businesses/ residential properties, and include a discussion of the impacts to these businesses/properties as a result of the Preferred Alternative. A table summarizing the impacts to each property shall be included in the analysis. In addition, minimization measures to displaced businesses and identification of alternate site(s) for potentially displaced business shall be identified. Coordination with the Caltrans ROW Division will be critical to the timely completion of this study.

**Deliverables:**

- FRIS

**Task 4.11 – Air Quality Conformity Report**

The Consultant team will prepare the “Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas” required for NEPA delegation. FHWA approval of the Conformity Report and Checklist is required prior to approval of the Final IS/EA.

**Deliverables:**

- Draft and Final TCWG PM Hot Spot Form
- Final Air Quality Conformity Report and Checklist
- Air Quality Conformity Report

**Task 4.12 – Mitigation, Monitoring, and Reporting Record (MMRR)**

The Consultant team will develop an MMRR/ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less than significant level. The MMRR/ECR will identify all design, construction and post-regulatory mitigation requirements, the responsible party, timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to Caltrans, and other agencies.

**Deliverables:**

- Mitigation Monitoring and Reporting Record (MMRR)/ECR in Microsoft Excel format including all mitigation measures outlined in the anticipated Final MND/FONSI.

**TASK 5.0 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)**

The PS&E phase will be initiated after successful completion of the PID phase and Project approval is secured. The PS&E scope of work includes providing all necessary services to prepare PS&E bid package for the project in compliance with the funding documents. The PS&E package includes the detailed designs/plans for the project, detailed project and estimates for the exact amounts of materials needed and their costs. When the PS&E package is complete, the project should be biddable and buildable.

**Kick-Off Meeting:** The task listing that follows is a guideline. The Consultant is responsible for providing all necessary services to ensure the project is completed efficiently and in full compliance with applicable requirements. Prior to starting work, the Consult will participate in a kick-off meeting. The roles and responsibilities, scope of work and deliverables lists will be defined.

**Submittals Format:** Prior to each submittal (30%/60%/90%/Final) coordinate with Caltrans to determine who is the Point of Contact, number of copies required and the format. The standard file format for all PS&E submittals is a MicroStation V8 design file with a .dgn extension. All Caltrans resource files used for PS&E submittal are for MicroStation. Caltrans does not provide AutoCAD resource files.

**ADA Requirements:** 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.

Tasks include:

- Submit a project design schedule to SANBAG highlighting the following milestones:
  - Project Approval
  - PS&E Notice to Proceed
  - First submittal (30%) of PS&E package
  - 30% Design Review Meeting
  - Second submittal (60%) of PS&E package
  - 60% Design Review Meeting
  - Third submittal (90%) of PS&E package
  - Final submittal of PS&E package ready to list
- Conduct necessary field reviews and surveys to create a base map of existing conditions.
- Confirm submittal format and number of copies required by Caltrans and SANBAG
- Prepare plans and details
- Prepare specifications
- Prepare cost estimates
- Coordinate with utility companies for any service feed points needed for the improvements
- Coordinate with utility companies to obtain existing utility as-builts
- Update documents based on comments received from SANBAG, Caltrans and City and other regulatory agencies
- Provide bi-weekly status updates of progress
- Update schedule and submittals matrix monthly

**Deliverables:**

- Checklist for 30%, 60% and Final Package - Local Assistance Procedures Manual, Exhibit 12-D
- Consultant Quality Control Statement
- Resident Engineers Pending File
- Structure Plans - designed in accordance with the current edition of the *Caltrans Bridge Design Specifications Manual and the latest California Amendments to the AASHTO LRFD Bridge Design Specifications*.
- Design Calculations
- Check Calculations
- Design and Check Quantity Calculations
- Base Maps and Plan Sheets
  - Horizontal and Vertical Alignment
  - Typical Cross Section
  - Super Elevation
  - Earthwork
  - Alignments and Intersection/Interchange Design

- Exceptions to Design Standards Report
  - Delineation Support
  - Conceptual stage construction plans
- Geometric Drawings
- Contour Grading Plan
- Geotechnical Design Report
- Updated Traffic Analysis
- Structure Special Provisions
- Memo to Specification Engineer/Estimator
- Hydrology/Hydraulics Report
- Drainage Mitigation and Water Pollution Control Report
- Erosion Control Plan
- Updated Storm Water Data Report
- Geotechnical Report
- Foundation Reports
- Pavement Design Report
- Road Plans
- Road Special Provisions
- Traffic Management Plan
  - Traffic Handling
  - Lane Closure Plan
- Materials Report
  - Embankment Foundations
  - Settlement Estimates
  - Slope Design
  - Subsurface and Groundwater Control
- Construction Staging Plan and Work-Arounds
- Coordinated Other Planned Projects Plan
- Noise Barrier Plans
- ROW Support
  - Maps
  - Permanent Easements
  - Site Preparation
  - Potholing Plan
  - Utility Surveys and Conflict Maps
  - Temporary and Permanent Utility Relocation Plans
  - High and Low Risk Utility Plans
  - Temporary Construction Easement Maps
  - Business and Resident Access Plans
- Highway Planting/Landscaping Plans
- Hardscaping Plans
- Signage Plans
  - Pre-construction

- Construction
- Permanent
- Environmental and Construction Permit Determination and Support
  - USACE 404
  - US Forest Service
  - Regional Water Quality
  - Department of Fish and Game 1600 Agreements
  - Local Agency
  - Waste Discharge National Pollutant Discharge Elimination System
- Waste Management Plan and Mitigation
  - Construction Waste
  - Hazardous Waste
  - Cut and Fill Soil
- Working Day Schedule: (Form DPD-OSD-0037)
- Cost Estimate & Summary Sheets
  - Materials Take-Off
  - Quantity Calculations
  - Quantity Check Calculations
  - Escalation
  - Risk Analysis
  - Contingency



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

*Minute Action*

AGENDA ITEM: 14

**Date:** April 9, 2014

**Subject:** Contract Amendment to On-call Railroad Right-of-Way Property Management, Contract No. C11206

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

1. Exercise the two (2) additional one (1) year option terms as indicated in the original contract for a new contract term date of May 31, 2016.
2. Approve Amendment No. 1 to Contract No. C11206 with Epic Land Solutions, Inc. in the amount of \$2,143,810 for on-call railroad right-of-way management services for a new contract total of \$3,995,670.

**Background:** Between 1991 and 1993, SANBAG acquired the Baldwin Park branch, the Pasadena Subdivision, and the Redlands branch line for its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. The management services provided to SANBAG by LACMTA included: environmental due diligence work, management of leases, licenses and easements, ensuring that weed abatement and trash removal is handled, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. With expansion of Metrolink into downtown San Bernardino, addition of passenger rail service to Redlands, miscellaneous other projects along the right-of-way, and the increased

\*

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*                      *Second:*

*In Favor:*              *Opposed:*              *Abstained:*

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA	X	SAFE		CMA	
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*Check all that apply.*

BRDI404a-mmm

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11206-01.docx>

need to develop transit oriented land uses around station locations, it became necessary to expand and more closely manage the SANBAG railroad right-of-way. As a result of these needs, the SANBAG Board in September 2010 approved the release of a Request for Proposal for the selection of a Railroad Right-of-Way Property Management Consultant. In May 2011 the Board approved the award to Epic Land Solutions, Inc.

The contract was generally to be for on-call as-needed services to manage the railroad right-of-way and assets owned by SANBAG. The Scope of Work was divided into five tasks as follows:

- Task 1 – Evaluate and Organize Property Management Files
- Task 2 – Develop and Implement Property Management Procedures
- Task 3 – Manage and Maintain Property Services
- Task 4 – Identify and Dispose of Excess Property
- Task 5 – Other Services

During the procurement it was not known as to the extent of services by task that would be used. Now that staff is finishing up the third year of managing SANBAG's rail right-of-way, there is a better understanding of the day to day activities that are needed to continue proper management. Epic's original fee proposal was based on a calculation of 18 months of work spread over the three year term. SANBAG staff worked with Epic Land Solutions, Inc. to provide a proposal for another two years based on the current work environment of rail owned right-of-way. This amendment includes increased monthly maintenance-of-way expenses and administration of license agreements. Additionally, once the SANBAG Board approves a Policy related to Rail right-of-way, which includes a Board approved fee schedule; Epic will see an increase in administration costs to begin license amendments with those who have had a no fee agreements. This will provide SANBAG with an increase in revenue which up until this time has not been applicable.

**Financial Impact:** This item is consistent with the FY 2013/14 budget, Task No. 377, Commuter Rail Operating.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 13, 2014. SANBAG General Counsel and Contract Administrator have approved this item and Contract Amendment as to form.

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail Programs



## CONTRACT SUMMARY SHEET

Contract No. C 11206 Amendment No. 1

By and Between

Epic Land Solutions, Inc.

and San Bernardino Associated Governments

Contract Description Railroad Right-of-Way Property Management

**Board of Director's Meeting Date:** April 9, 2014

**Overview of BOD Action:** 1. Exercise the two (2) additional one (1) year option terms as indicated in the original contract for a new contract term date of May 31, 2016. 2. Approve Amendment No. 2 to Contract No. C11206 with Epic Land Solutions, Inc. in the amount of \$2,143,810 for on-call railroad right-of-way management services for a new contract total of \$3,995,670.

Is this a Sole-Source procurement?  Yes  No

CONTRACT OVERVIEW			
Original Contract Amount	\$	1,851,860	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	1,851,860	Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$	2,143,810	Contingency Amendment
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>3,995,670</b>	<b>TOTAL CONTINGENCY VALUE</b>
<b>TOTAL BUDGET AUTHORITY</b> <i>(contract value + contingency)</i>			<b>\$ 3,995,670</b>

Contract Start Date 5/4/11	Current Contract Expiration Date 5/3/14	Revised Contract Expiration Date 5/31/16
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Utilizing the two, one (1) year option term extensions		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0377</u> .				
<input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? Rail Assets				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: Rail Assets				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

Monica Morales  
 \_\_\_\_\_  
 Project Manager (Print Name)

Mitch Alderman  
 \_\_\_\_\_  
 Task Manager (Print Name)

Andrea Zurek  
 \_\_\_\_\_  
 Dir. of Fund Admin. & Programming (Print Name)

Jeffery Hill  
 \_\_\_\_\_  
 Contract Administrator (Print Name)

William Stawarski  
 \_\_\_\_\_  
 Chief Financial Officer (Print Name)

	2/28/14
Signature	Date
	3/3/14
Signature	Date
	3/4/14
Signature	Date
	3/5/14
Signature	Date
	3/6/14
Signature	Date

**AMENDMENT NO. 1**

**TO**

**CONTRACT No. C11206**

**BY AND BETWEEN THE**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS,**

**ACTING IN ITS CAPACITY AS THE SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**AND**

**EPIC LAND SOLUTIONS, INC.**

**FOR**

**ON-CALL PROPERTY MANAGEMENT SERVICES FOR  
RAILROAD RIGHT-OF-WAY**

This Amendment, made and entered into by and between the San Bernardino Associated Governments, acting in its capacity as the San Bernardino Transportation Authority (referred to hereafter as "SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor San Bernardino, California 92410-171; and the firm of Epic Land Solutions, Inc. (hereinafter referred to as "CONSULTANT") whose address is: 2601 Airport Drive, Suite 115, Torrance, California 90505. The SANBAG and CONSULTANT are each a "Party" and collectively the "Parties" herein.

**RECITALS**

**WHEREAS**, the parties previously entered into that certain Contract # C11206 on June 8, 2011 for the provision of Railroad Right-of-Way Property Management by Consultant;

**WHEREAS**, SANBAG wishes to exercise the two (2) additional one (1) year extension option terms.

**WHEREAS**, CONSULTANT has confirmed that the required services for two (2) additional years can be completed for a total Contract amount increase of \$2,143,810.

**NOW, THEREFORE**, the Parties hereto agree to amend the Contract as follows:

1. Delete the first paragraph of **ARTICLE 2. "PERIOD OF PERFORMANCE"**, in its entirety and replace with the following:

"The Period of Performance by CONSULTANT under this Contract shall commence upon issuance of a written Notice To Proceed (NTP) issued by SANBAG and shall continue in effect through May 31, 2016, or until otherwise terminated, or unless extended as hereinafter provided by written amendment."

2. **ARTICLE 3. "PRICE"**, paragraph 3.2 is hereby amended to delete "\$1,851,860" as the not-to-exceed amount and replace it with "\$3,995,670".
3. The Contract is incorporated into this Amendment.
4. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.
5. This Amendment No. 1 is effective on the date executed by SANBAG.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 below.

**EPIC LAND SOLUTIONS, INC.**

By: \_\_\_\_\_  
James L. Overcamp, Jr.  
Vice President

Date: \_\_\_\_\_

**SANBAG**

By: \_\_\_\_\_  
W.E. Jahn  
President, Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE**

By: \_\_\_\_\_  
Jeffery Hill  
Contracts Administrator

Date: \_\_\_\_\_



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

*Minute Action*

AGENDA ITEM: 15

**Date:** April 9, 2014

**Subject:** Amendment No. 1 to Bikeway License Agreement No. C09168 to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with the City of Rialto

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

1. Approve Amendment No. 1 to Agreement No. C09168 with the City of Rialto granting an amendment to the Bikeway License Agreement on the Baldwin Park branchline railroad right-of-way, in the City of Rialto, between mile post 10.1 and 11.7.
2. Authorize the Executive Director or his designee to enter into a Right-of-Entry permit/agreement applicable to the City of Rialto Bikeway agreement.

**Background:** Between 1991 and 1993, San Bernardino Associated Governments (SANBAG) acquired the Baldwin Park branchline, the Pasadena Subdivision, and the Redlands branchline, and all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, SANBAG in 1994 contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG conducted a procurement to select its own consultant to provide these services followed by the termination of said services with LACMTA. On May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions for management services of SANBAG's rights-of-way.

\*

*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	X	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.

BRD1404b-mmm

<http://portal.sanbag.ca.gov/ingmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/C09168-1.docx>

Historically, the management services provided to SANBAG by the LACMTA have included: environmental due diligence, management of leases, licenses and easements, weed abatement and trash removal, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. To expedite the provision of these services, SANBAG provided LACMTA power-of-attorney to handle these matters on SANBAG's behalf. SANBAG's rail assets portfolio includes approximately one-thousand fifty (1,050) licenses, leases, and agreements that generate roughly \$400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG procured the right-of-way consultant services, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, this Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease, or agreement for the use of SANBAG's property.

The amendment to City of Rialto Agreement No. C09168, Bikeway License Agreement will grant requested changes to exhibit D-2, referenced in the amendment, for fencing requirements. Originally, landscaping and fencing was prohibited within one hundred and fifty (150) feet of the centerline of any at-grade road crossings. However after plan review, staff agreed with the City's request to change the requirement to prohibit landscaping and fencing within 20 or 25 feet of the centerline of any at-grade road crossing depending on their approved plans.

The Bikeway License Agreement will be for an at grade use of the property between Linden Avenue and Maple Avenue on SANBAG's rail right-of-way property in the City of Rialto, approximately 8,448 Lin. Ft (1.6 miles). The use of the property will be for construction, maintenance and use as a bikeway and pedestrian walkway along with associated landscaping and appurtenances and also provides for reservation of future rail implementation.

This agreement was originally executed by LACMTA in September 2009; with a term of 20 years. The license does allow SANBAG to terminate the license with thirty (30) days prior written notice.

Additionally, staff is requesting the Executive Director or his designee to enter into the necessary right-of-entry (ROE) permit or agreement with the contractor who has been awarded by the City of Rialto. The ROE will be reviewed by legal counsel prior to submitting to Executive Director.

It is necessary to refine the boiler-plate license agreements. Staff is currently working with general counsel to develop a policy governing future licenses, leases and agreements for SANBAG's rights-of-way and property. Options would likely include a range of options from continuing to present each new or amended agreement to the Board for action to the Board approving boilerplate documents and delegating authority to the Executive Director or his designee to execute them.

**Financial Impact:** Approval of this item will result in a one-time \$1,500 administration fee to SANBAG by the City of Rialto.

The License payment fees will be collected by Epic Land Solutions, Inc. on behalf of SANBAG and retained in the SANBAG rail assets trust account until the funds are transmitted to SANBAG's finance department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail systems/assets. All staff time associated with preparation of this item and coordination of the license document is consistent with the current fiscal year 2013/2014 budget task 0377.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 13, 2014. SANBAG General Counsel and Contract Administrator have approved this item and the contract.

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail Programs

## CONTRACT SUMMARY SHEET

Contract No. C 09168 Amendment No. 1

By and Between

City of Rialto

and San Bernardino Associated  
Governments

Contract Description BIKEWAY LICENSE AGREEMENT

<b>Board of Director's Meeting Date:</b> April 9, 2014	
<b>Overview of BOD Action:</b> 1. Approve Amendment No. 1 to Agreement No. C09168 with the City of Rialto granting an amendment to the Bikeway License Agreement on the Baldwin Park branchline railroad right-of-way, in the City of Rialto, between mile post 10.1 and 11.7.	
2. Authorize the Executive Director or his designee to enter into a Right-of-Entry permit/agreement applicable to the City of Rialto Bikeway agreement.	
<b>Is this a Sole-Source procurement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	0.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	1,500	Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>1,500</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 1,500</b>

<b>Contract Start Date</b> 03/01/09	<b>Current Contract Expiration Date</b> 02/28/29	<b>Revised Contract Expiration Date</b>
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 0377.					
<input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? Rail Assets					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Rail Assets					
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	

Monica Morales

Project Manager (Print Name)

*Mitch Alderman*

Task Manager (Print Name)

*Andrea Zureick*

Dir. of Fund Admin. & Programming (Print Name)

*Jeffery Hill*

Contract Administrator (Print Name)

*William Stawarski*

Chief Financial Officer (Print Name)

<i>Monica Morales</i>	3/20/14
Signature	Date
<i>M. A. Alderman</i>	3/24/14
Signature	Date
<i>[Signature]</i> For	4/1/14
Signature	Date
<i>[Signature]</i>	4/1/14
Signature	Date
<i>[Signature]</i>	4/1/14
Signature	Date

**FIRST AMENDMENT TO  
BIKEWAY  
LICENSE AGREEMENT**

**BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**CITY OF RIALTO**

**FIRST AMENDMENT TO  
BIKEWAY LICENSE AGREEMENT**

This FIRST AMENDMENT TO BIKEWAY LICENSE AGREEMENT ("Amendment") is made and entered into by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, acting in its capacity as the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and the **CITY OF RIALTO** ("Licensee"), whereby the parties mutually agree to amend that certain Bikeway License Agreement between them dated March 1, 2009, SANBAG contract number C09168 and designated in SANBAG's railroad right of way files as RBPk 001888 (the "License"), as follows:

1. SANBAG's Address as set forth in paragraph 7 of the Basic License Provisions of the License is amended to read:

"San Bernardino Associated Governments  
1170 West 3<sup>rd</sup> Street, Second Floor  
San Bernardino, CA 92410  
Attn: Department of Transit and Rail"

2. Paragraph (c) of Exhibit D-2 is deleted and replaced in totality with the following:

“(c) Landscape Maintenance:

- Provide adequate watering for the planted trees, shrubbery and ground cover to keep plantings in a healthy condition.
- Pruning of trees. During the first five years of establishment, trees shall receive at least annual pruning. All cuttings shall be disposed of off-site, the same day.
- Planting design and subsequent trimming plan shall incorporate compliance with existing regulations related to visibility and clearance for vehicles and pedestrians (including bus stop clearance requirements) and to maintain adequate visibility to existing advertising billboards.
- Tree trimming at bus stops shall meet requirements that no part of any tree shall extend beyond the curb line for the entire length of the red curb and that at the curb line, no part of any tree shall be lower than 13 feet above the street level.
- Maintenance levels shall be sufficient to not pose a fire hazard to all SANBAG buildings and structures, including poles and wirelines.

- Respond to emergency situations, including trimming for public safety and visibility of traffic devices, signs, etc.
  - To facilitate railroad operations, the landscaping shall also be maintained so as to not:
    - (i) obstruct railroad signs and signals,
    - (ii) interfere with railroad employees performing their duties on the SANBAG Property,
    - (iii) prevent the proper functioning of signal and communication lines, or
    - (iv) railroad employees from visually inspecting moving equipment from their normal duty stations.
  - Licensee shall maintain the northeasterly extent of any and all landscaping associated with the Bikeway and the License Property such that the same are at all times no closer than twenty (20) feet from the centerline of the nearest railroad track located northeasterly of the License Property.
  - Except where previously approved in writing by the Director of Transit and Rail programs, fencing and landscaping associated with the Bikeway lying within twenty-five (25) feet of the centerline of any at-grade road crossing of SANBAG Property shall meet the following minimum requirements:
    - (i) landscaping shall be maintained to a height of not more than three (3) feet above surrounding ground level;
    - (ii) fencing shall be maintained to a height of not more than four (4) feet above surrounding ground level.”
3. Licensee shall pay the sum of One-Thousand Five-Hundred Dollars (\$1,500.00) to SANBAG as a one-time administrative fee Such sum shall be payable at the time of execution of this amendment.
  4. In all other respects the License shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment below.

**CITY OF RIALTO**

**SANBAG**

By: \_\_\_\_\_  
Deborah Robertson  
Mayor, City of Rialto

By: \_\_\_\_\_  
W.E. Jahn  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Jeffery Hill  
Contracts Administrator



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

*Minute Action*

AGENDA ITEM: 16

**Date:** April 9, 2014

**Subject:** Approve Right-of-Entry Permit to access/cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with GMZ Engineering

**Recommendation:\*** That the Board, acting as the San Bernardino County Transportation Authority:  
 1. Approve Right-of-Entry Permit to GMZ Engineering R14146 onto San Gabriel Subdivision, City of San Bernardino, SANBAG mile post 81.54.

**Background:** Between 1991 and 1993, San Bernardino Associated Governments (SANBAG) acquired the Baldwin Park branchline, the Pasadena Subdivision, and the Redlands branchline, and all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, SANBAG in 1994 contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG conducted a procurement to select its own consultant to provide these services followed by the termination of said services with LACMTA. On May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions for management services of SANBAG's rights-of-way.

Historically, the management services provided to SANBAG by the LACMTA have included: environmental due diligence, management of leases, licenses and easements, weed abatement and trash removal, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. To expedite the provision of these services, SANBAG provided LACMTA power-of-attorney to handle these matters on SANBAG's behalf. SANBAG's rail assets portfolio includes approximately one-thousand fifty (1,050) licenses,

\*

	<p><i>Approved</i>  <i>Board of Directors</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
--	---

COG		CTC		X	CTA	X	SAFE		CMA	
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Check all that apply.  
 BRD1404c-mmm  
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProcess%20Files%20%202014/R14146.docx>

leases, and agreements that generate roughly \$400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG procured the right-of-way consultant services, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, this Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease, or agreement for the use of SANBAG's property.

The City of San Bernardino currently has a license agreement (RSSB003771) with SANBAG for the Mount Vernon Avenue Bridge which crosses SANBAG rail right-of-way. This right-of-entry grants the City of San Bernardino's contractor, GMZ Engineering, Inc. access to remove existing shoring and installation of replacement temporary shoring for the Mount Vernon Avenue overcrossing at the BNSF Yards. Details include replacing timber shoring footings with concrete. The parts effecting SANBAG rail right-of-way are bents 7 and 8.

It is necessary to refine the boiler-plate license agreements. Staff is currently working with general counsel to develop a policy governing future licenses, leases and agreements for SANBAG's rights-of-way and property. Options would likely include a range of options from continuing to present each new or amended agreement to the Board for action to the Board approving boilerplate documents and delegating authority to the Executive Director or his designee to execute them.

**Financial Impact:** Approval of this item will result in a one-time \$1,500 administration fee to SANBAG by GMZ Engineering, Inc.

The license fees will be collected by Epic Land Solutions, Inc. on behalf of SANBAG and retained in the SANBAG rail assets trust account until the funds are transmitted to SANBAG's finance department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail systems/assets. All staff time associated with preparation of this item and coordination of the license document is consistent with the current fiscal year 2013/2014 budget task 0377.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 13, 2014. SANBAG General Counsel and Contract Administrator have approved this item and the contract.

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail Programs



## CONTRACT SUMMARY SHEET

Contract No. R 14146 Amendment No. \_\_\_\_\_

By and Between

San Bernardino Associated Governments and GMZ Engineering, Inc.

Contract Description Right-of-Entry Permit

**Board of Director's Meeting Date:** April 9, 2014  
**Overview of BOD Action:** 1. Approve Right-of-Entry Permit to GMZ Engineering R14146 onto San Gabriel Subdivision, City of San Bernardino, SANBAG mile post 81.54

Is this a Sole-Source procurement?  Yes  No

### CONTRACT OVERVIEW

Original Contract Amount	\$	1,500	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>1,500</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 1,500</b>

Contract Start Date 4/9/14	Current Contract Expiration Date 07/08/14	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

### FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0377.  
 A Budget Amendment is required. How are we funding current FY?

Federal Funds  
  State Funds  
  Local Funds  
  TDA Funds  
  Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: Rail Assets  
 Payable    Receivable

### CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Monica Morales	<i>Monica Morales</i> 3/24/14
Project Manager (Print Name)	Signature Date
<i>Mitch Alderman</i>	<i>M. A. Alderman</i> 3/24/14
Task Manager (Print Name)	Signature Date
<i>Andrea Zureick</i>	<i>A. Zureick</i> for AZ 4/1/14
Dir. of Fund Admin. & Programming (Print Name)	Signature Date
<i>Jeffery Hill</i>	<i>J. Hill</i> 4/1/14
Contract Administrator (Print Name)	Signature Date
<i>William Stawarski</i>	<i>W. Stawarski</i> 4/1/14
Chief Financial Officer (Print Name)	Signature Date

Y 903

**GMSANBAG Contract No.: R14146**

**Epic File No.: RSSB003773**

**Subdivision: San Gabriel Subdivision**

**Milepost(s): 81.54**

**SANBAG Contract No. R14146**

**RIGHT-OF-ENTRY PERMIT**

**BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**GMZ ENGINEERING, INC.**

## RIGHT OF ENTRY PERMIT

This PERMIT ("Permit") is made and entered into as of \_\_\_\_\_ 2014, by and between **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a public agency existing under the authority of the laws of the State of California and acting in its capacity as the San Bernardino County Transportation Commission ("SANBAG") and **GMZ ENGINEERING, INC.**, a corporation in the state of California ("PERMITTEE").

### PART I – BASIC PERMIT PROVISIONS

The Basic Permit Provisions provided in this Part I and the Standard Permit Provisions set forth in Part II of this Permit, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this Permit. In the event of conflict between Part I and Part II or of any Exhibits and Attachments, Part I shall control.

#### Basic Permit Provisions

#### Part II Section Cross Reference

1. **Parties.**

SANBAG's Address:

SAN BERNARDINO ASSOCIATED GOVERNMENTS  
1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, California 92410-1715

Permittee's Address:

GMZ ENGINEERING, INC.  
5739 Kanan Road #134  
Agoura Hills, California 91301

Attn: Ghazi Mubarak  
Telephone: 909-714-9779  
Fax: 818-851-9602  
E-mail: gmubarak@gmzeng.com

**Contractor License Information and License Number:**

License A & B, #967627, Expiration 12/30/2015

---

This Permit is associated with the following License Agreement and Licensee:

RSSB003772, CITY OF SAN BERNARDINO

**Basic Permit Provisions**

**Part II**  
**Section Cross**  
**Reference**  
§ 1

**2. Description of the Premises.**

City/County: San Bernardino, County of San Bernardino  
Subdivision: San Gabriel Subdivision

Address or Milepost Location:  
SANBAG Mile Post 81.54  
SCRRA Mile Post 56.2

Approximate area: 200' x 50'  
25,000 square feet; 0.57 acres

See map/diagram in Exhibit "A". In the event of any discrepancies between the descriptions contained in this Part I and Exhibit "A", Part I shall control.)

**Description and Dimensions of Premises Area:**

A portion of land underneath the Mount Vernon Bridge northerly of 2<sup>nd</sup> Street, crossing over rail tracks at San Bernardino station grounds, bridge No. 54C-0066, Bents 7 & 8

**3. Allowable Improvements, Facilities and Uses. Permittee shall construct only the following improvements and/or facilities and conduct or permit only the following uses on the premises:**

Description of Improvements and/or Facilities ("Improvements"):  
Replacement of temporary timber shoring with temporary concrete shoring at bents 7 & 8

Use of the Premises and Permitted Hours of Entry or Work:  
Right of Entry for construction and repair purposes to be performed in daylight hours only

**4. Term and Hours of Work/Operation.**

§ 2

Commencement Date: April 6, 2014

Term End Date: July 8, 2014, with two (2) successive thirty day (30) day extensions, if required, until the work is completed to the satisfaction of SANBAG (Subject to earlier termination pursuant to the terms of this Permit– see especially Standard Permit Provisions §2.2)

**Basic Permit Provisions**

**Part II**  
**Section Cross**  
**Reference**  
§ 3

5. **Payments. (check all applicable)**

- A. \$ \_\_\_\_\_ per day, payable in advance.
- B. \_\_\_\_\_ percent (\_\_\_%) of the gross revenues from the use of the Premises during the term of this Permit.
- C. \$1,500.00 One -time administrative fee, payable upon issuance of permit.

6. **Security Deposit (if any).** \$ \_\_\_\_\_

§ 4

7. **Insurance Amount.** See Exhibit "B"

§ 10

8.

§ 17

**IN WITNESS WHEREOF**, the Parties identified in Item 1 of this Part I have duly executed this License on the date below, and effective as of the Commencement Date set forth above in Item 4 of this Part I.

LICENSEE: GMZ ENGINEERING, INC.

A California corporation

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS, acting in its capacity as  
San Bernardino County Transportation  
Commission

By: \_\_\_\_\_  
Ghazi Mubarak  
CEO

By: \_\_\_\_\_  
W.E. Jahn,  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

**CONCURRENCE**

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator

## PART II – STANDARD PERMIT PROVISIONS

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#### Exhibits:

- “A” Site Plan of Premises
- “B” Insurance Requirements
- “C” Permitted Hazardous Material
- “D” Additional Provisions

## **PART II - GENERAL PERMIT PROVISIONS**

### **1. PERMIT TO USE; CONDITION OF PREMISES**

- 1.1. **Permit.** SANBAG hereby permits Permittee to temporarily enter upon and use certain premises (the "Premises") described and consisting of approximately the area described in Item 2 of the Basic Permit Provisions and depicted on the map or site plan attached hereto as Exhibit "A". The Premises, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property". This Permit does not create any right to occupy or any tenancy of real property.
- 1.2. **Use.** The Premises shall be used only for the purposes specified in Item 3 of the Basic Permit Provisions and for such lawful purposes as may be directly incidental thereto and for no other purpose. Permittee shall not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous than that covered by the terms of this Permit
- 1.3. **Condition of Premises.** Permittee acknowledges that it has inspected the Premises in its present condition, including, without limitation, all existing environmental conditions. Permittee accepts the Premises "as is" as suitable for the purpose for which the Premises are permitted and assumes all risk with respect to all present conditions of the Premises, including, without limitation, all existing environmental conditions. Entry onto the Premises hereafter by Permittee shall be conclusive to establish that the Premises are in good and satisfactory condition as of that date.
- 1.4. **Non-exclusive and Revocable Nature of Permit.** The permit granted herein is not exclusive and SANBAG specifically reserves the right to grant other permits within the Premises. Permittee agrees that notwithstanding the Improvements made by Permittee to the Premises or other sums expended by Permittee in furtherance of this Permit, the Permit granted herein is fully revocable by SANBAG in accordance with the terms of this Permit.

### **2. TERM AND TERMINATION**

The term of this Permit shall commence upon the "Commencement Date" specified in Item 4 of the Basic Permit Provisions and shall continue until the "End Date" specified in Item 4 of the Basic Permit Provisions; provided, however, that SANBAG may revoke this Permit and deny further entry onto the Premises in accordance with the provisions hereof, including:

- (a) Without cause and in SANBAG's sole and absolute discretion, by providing Permittee with 24 hours' prior notice; or
- (b) Immediately and without notice upon any breach (Section 8) of this Permit by Permittee.

### 3. PAYMENTS

3.1. Basic Payments. The sums specified to be paid by Permittee in Item 5 of the Basic Permit Provisions shall constitute “Payments.” Upon execution of this Permit, Permittee shall pay to SANBAG such sums as are specified in Item 5.A of the Basic Permit Provisions, if any. If Item 5.B of the Basic Permit Provisions is checked, Permittee shall deliver to SANBAG a business operating statement showing all gross revenues and certified by Permittee as being correct, together with the outstanding amount of the Payment required hereunder, at the address set forth in Item 1 of the Basic Permit Provisions no later than five (5) days after the expiration or earlier termination of this Permit.

[Note: SANBAG may require deposit in advance of preparing the Permit, in which case the amount deposited will be applied to the Payments due at the time of execution or shall be forfeited to SANBAG to pay for SANBAG’s administrative costs in negotiating, preparing and/or processing the Permit in the event that the Permit is not consummated, per SANBAG’s adopted policies and procedures.]

3.2. Late Charge. Permittee acknowledges that late payment by Permittee of any Payment owed to SANBAG under this Permit will cause SANBAG to incur costs not contemplated by this Permit, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any Payment due from Permittee is not received by SANBAG within five (5) days of when due, Permittee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue Payment as a late charge, up to a maximum amount of \$500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Permittee. Acceptance of any late payment charge shall not constitute a waiver of Permittee’s default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Permit, at law or in equity. In addition, any payment not made within 15 days of when due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest legally allowable rate, whichever is lower, until paid in full.

### 4. SECURITY DEPOSIT

Upon execution of this Permit and in addition to the Payment described in Section 3, SANBAG may require Permittee to pay SANBAG a security deposit in the amount set forth in Item 6 of the Basic Permit Provisions (“Security Deposit”), which sum shall be held by SANBAG in its general fund, without obligation for interest, as security for the faithful performance by Permittee of all of the terms, covenants, conditions and obligations of this Permit. If at any time Permittee fails to keep and perform any of the term, covenants, and conditions of this Permit, including making any Payment required hereunder, SANBAG may, at its sole option, apply all or any portion of the Security Deposit to any overdue Payment and/or any loss or damage incurred by SANBAG by reason of Permittee’s default or breach. Within a reasonable time after termination of this Permit and after Permittee has vacated the Premises, SANBAG shall return, without interest, said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid Payments and any losses or damage sustained by SANBAG due to any breach or default by Permittee or any damage to the Premises or any failure to restore the Premises to the required condition..

## 5. TAXES

Permittee shall be liable for and agrees to pay promptly and prior to delinquency any tax or assessment, including but not limited to any possessory interest tax, levied or assessed by any governmental authority: (a) against the Improvements, the Premises and/or any personal property, fixtures, and/or equipment located or placed on the Premises, whether owned by the Permittee, or any person or entity acting for or at the request of Permittee; or (b) as a result of the Permittee's or the Improvements' operations.

## 6. LIENS

Permittee will fully and promptly pay for all materials joined or affixed to the Premises, and fully and promptly pay all persons who perform labor upon the Premises. Permittee shall not suffer or permit to be filed or enforced against the Premises, or any part thereof, any mechanics', material men's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance, Work, activities, or operations of Permittee, or out of any other claim or demand of any kind. The term "Work" under this Permit means any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal, other than normal maintenance. Permittee shall provide SANBAG with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises. Permittee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from any and all such obligations and claims, including attorney's fees. Permittee shall furnish evidence of payment upon request of SANBAG. Permittee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Permittee does not discharge any mechanic's lien or stop notice for works performed for Permittee, SANBAG shall have the right to discharge same (including by paying the claimant) and Permittee shall reimburse SANBAG for the cost of such discharge, as well as any associated costs and fees, within ten (10) business days after billing. In such circumstances, SANBAG may, in its reasonable discretion, impose a fee on Permittee of twenty five percent (25%) of the costs of the discharge of the mechanic's lien or stop notice in order to cover administrative costs. SANBAG reserves the right at any time to post and maintain on the Premises such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Permit.

## 7. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Permittee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Premises and any other property of, or under the control or custody of, Permittee, which is on or near the Premises. Permittee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Premises, accident or fire or other casualty on the Premises, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the Premises. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other

property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Permittee, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors and anyone directly or indirectly employed by or for whose acts Permittee is liable (collectively, "Personnel") as a material part of the consideration for this Permit, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Permittee and/or its Personnel. **In that connection, Permittee waives the benefit of California Civil Code Section 1542, which provides as follows:**

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

The provisions of this section shall survive the termination of this Permit.

## **8. BREACH AND REMEDIES.**

8.1 Permittee Default. Permittee shall be deemed to have breached and be in default under this Permit when any of the following occurs:

- 8.1.1. Permittee shall fail to make any payment herein reserved when due, or any reimbursement to SANBAG required herein when due;
- 8.1.2. Permittee shall fail to comply with any other term, provision or covenant of this Permit, and shall not cure such failure within three (3) days after written notice thereof to Permittee.
- 8.1.3. Permittee shall create or maintain, or allow any other person or entity to create or maintain, any public nuisance or any condition that fails to comply with any federal, state, SANBAG or rail operator specifications or safety regulations or that presents a danger to public safety or a safety hazard to any operations, personnel, passengers or property of SANBAG or any rail carrier operating upon the affected rail line(s) on the premises or SANBAG'S adjacent right of way.

8.2. SANBAG'S REMEDIES. should permittee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, sanbag at its option may:

- 8.2.1. Perform any corrective measures deemed by SANBAG in its sole and absolute discretion to be necessary or appropriate to protect public health or safety, or SANBAG'S legitimate governmental or proprietary interests or the interests of its railroad operators, at Permittee's expense (including fees, costs and interest) which Permittee agrees to pay to SANBAG upon demand; and/or with or without written notice or demand, immediately revoke and terminate this Permit and at any time
- 8.2.2. Thereafter, deny access to the premises or any part thereof, and expel and remove therefrom by lawful means Permittee and any other person occupying the premises, and again repossess and enjoy the premises, without prejudice to any other remedies

that SANBAG may have under this Permit, at law or equity by reason of Permittee's default or of such revocation and termination.

8.2.3. If SANBAG incurs any cost or expense occasioned by the default of Permittee (including but not limited to attorneys' fees and costs), then SANBAG shall be entitled to receive such costs together with interest on all funds SANBAG expends at the lesser of Eighteen Percent (18%) per annum or the maximum rate allowed by law, whichever is lower, including without limitation, brokers' fees incurred by SANBAG in connection with relicensing the whole or any part of the premises; the costs of removing and storing Permittee's or other's property; the costs of repairing, altering, and/or otherwise restoring the premises to a safe and suitable condition, useable and acceptable to SANBAG and rail operators; and all reasonable expenses incurred by SANBAG in enforcing or defending SANBAG'S right and/or remedies, including reasonable attorneys' fees whether or not suit is actually filed.

8.2.4. All rights, privileges and remedies of SANBAG are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein.

## 9. INDEMNIFICATION

9.1. Permittee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG, in all its capacities, and its commissioners, officers, directors, employees, members, agents, consultants, contractors, partners, affiliated entities, subsidiaries, permittees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Permittee, or its Personnel (as defined in Section 7, Assumption of Risk and Waiver) or invitees of Permittee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Permittee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Permittee or its Personnel, or (iii) non-performance or breach by Permittee or its Personnel of any term or condition of this Permit, in each case whether occurring during the Term of this Permit or thereafter.

9.2. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Permit. Upon request of SANBAG, Permittee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Permit.

9.3. Claims against the Indemnitees by Permittee or its Personnel shall not limit the Permittee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

9.4. The indemnification and defense obligations of Permittee set forth in this section shall survive the termination of this Permit.

## 10. INSURANCE

10.1. SANBAG's Insurance. SANBAG may maintain insurance covering the Premises and SANBAG's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of SANBAG and under its sole control. Permittee's insurance policies shall provide primary coverage to SANBAG; when any such policy issued to SANBAG provides duplicate coverage or is similar in coverage, SANBAG's policy will be excess over Permittee's policies.

10.2. Permittee's Insurance. Permittee, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Permit insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the term of this Permit, to review and change the amount and type of insurance coverage it requires in connection with this Permit or Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, Permittee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Permittee under this Permit. Self-insurance is not permitted. However, SANBAG may, in its sole and absolute discretion, permit self-insurance on a case by case, coverage by coverage, basis where the Permittee has documented, to SANBAG's sole satisfaction, sufficient available assets and/or available funds and sufficient legal security in those assets to assure SANBAG that its risk is not greater than it would have been with acceptable insurance coverage, and otherwise meeting SANBAG's self-insurance requirements. The privilege to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion at any time. Upon revocation of self-insurance privilege, Permittee shall immediately provide all required insurances.

10.3. Increases to Insurance. If any increase in the fire and extended coverage insurance premiums paid by SANBAG is caused by Permittee's use and occupancy of the Premises, or if Permittee vacates the Premises and causes any increase in such premiums, then Permittee shall pay as an additional fee the amount of such increase to SANBAG, and, upon demand by SANBAG, the amount required to correct at Permittee's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

## **11. MAINTENANCE AND REPAIR**

Permittee, at Permittee's sole expense, shall during the Term of this Permit maintain any improvements on the Premises in a first-class condition, shall maintain the Premises in a good condition, free from weeds, litter, debris, refuse or other nuisances, and shall perform all maintenance and clean-up of the Premises as necessary to keep the Premises in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the Premises by Permittee or Permittee's employees, agents, customers, visitors, invitees, licensees, consultants, and contractors (collectively, "Permittee's Parties"), including but not limited to damage arising from any tests or investigations conducted upon the Premises, Permittee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Permittee or Permittee's Parties. Permittee shall not perform any maintenance on railroad tracks and facilities without express prior written approval of and direction from SANBAG or the railroads with valid operating authority over SANBAG's lines.

## **12. ALTERATIONS AND CONSTRUCTION**

Except as otherwise provided herein, Permittee shall make no alterations, additions or improvements to the Premises without obtaining the prior written consent of SANBAG in each instance. Any Work performed or caused to be performed by Permittee on the Improvements or the Premises shall be performed (a) at Permittee's sole cost and expense; (b) in accordance with any and all applicable permit requirements, laws, rules, regulations and safety requirements (including SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such Work, and (ii) satisfactory to SANBAG. Prior to commencement of any Work on the Premises, Permittee shall submit Work plans to SANBAG for review and approval. Permittee shall notify SANBAG in writing at least 14 (14) calendar days prior to the commencement of any Work in or about the Premises. SANBAG shall have the right at any time and from time to time to post and maintain notices of non-responsibility. If SANBAG consents to the construction of improvements by Permittee, all such Work shall be carried out in compliance with any and all SANBAG rules, regulations and requirements.

## **13. CONTRACTORS; APPROVAL AND INSURANCE**

Any contractors of Permittee performing Work on the Improvements or the Premises shall first be approved in writing by SANBAG and acquire all required right of entry permits and authorizations from SANBAG and any rail operator utilizing affected or adjacent railroad tracks. With respect to such Work, Permittee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverage specified on and issued by insurance companies as described on Exhibit "B". Additionally, Permittee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the Premises, to obtain and maintain in full force and effect during the Term of this Permit, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the

amounts and coverage specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Permit, to review and change the amount and type of insurance coverage it requires in connection with this Permit or the Work to be performed on the Premises.

#### **14. REIMBURSEMENT**

Permittee agrees to reimburse SANBAG for all reasonable costs and expenses that SANBAG incurs in connection with Work on or maintenance of the Premises or the Improvements, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Permittee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Permit, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests. The costs and expenses addressed in this Section 14 shall include all costs that SANBAG incurs in complying with the Work or maintenance requirements of the railroads with valid operating authority over SANBAG's lines.

#### **15. LANDSCAPING**

If required by SANBAG, then Permittee, at its sole cost and expense, shall install barrier landscaping to shield the Improvements from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping activities shall be done in accordance with the provisions of Section 12 above (Alterations and Construction).

#### **16. MARKERS**

Except as modified by any additional provisions attached at Exhibit "D", project markers in form and size satisfactory to SANBAG, identifying the Improvements and their owner(s), shall be installed and constantly maintained by and at the expense of Permittee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

#### **17. COMPLIANCE WITH LAWS**

Permittee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its Work on, or maintenance, inspection, testing or use of, the SANBAG Property, and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. Permittee shall obtain all required permits or leases required by any governmental authority for its use of the Premises, at its sole cost and expense. Subject to SANBAG's approval, Permittee shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises that are required by any federal, state or local building code or other law or regulation applicable to the Premises, or that are made necessary by the nature of Permittee's use of the Premises. Permittee shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Permittee's sole expense.

## 18. SANBAG'S RIGHT OF ACCESS

- 18.1. Inspections. SANBAG shall have the right at any time (upon provision of reasonable notice of inspection to Permittee) or in case of emergency (without notice), to inspect the Premises in order to protect SANBAG's interests therein and to monitor compliance with this Permit and all applicable federal, state and local laws, regulations, rules and orders.
- 18.2. Tests. If, in SANBAG's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises, adjacent property or SANBAG's operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. Permittee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG.
- 18.3. Costs. Permittee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective Work, maintenance and inspections thereafter.
- 18.4. Sale or Lease of Premises. SANBAG may at any time place on or about the Premises (including any improvements) any ordinary "for sale" and "for lease" signs. Permittee shall also permit SANBAG and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

## 19. ENVIRONMENTAL ASSESSMENT

Upon execution of this Permit, SANBAG may, in its sole discretion and if applicable, require Permittee to retain a duly licensed environmental consultant acceptable to SANBAG who shall perform an environmental assessment of the Premises and Permittee's and Permittee's Parties' business activities and prepare a report on Permittee's and/or Permittee's Parties' compliance with the provisions of this section. SANBAG may, if applicable, require Permittee to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this Permit, the cost of which shall be the sole responsibility of Permittee. Permittee shall provide a copy of the report or reports from the consultant(s) promptly to SANBAG upon receipt, and upon request shall promptly provide to SANBAG a copy of all data, documents and other information prepared or gathered in connection therewith.

## 20. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY

- 20.1. Permittee shall operate and maintain the Premises in compliance with all, and shall not cause or permit the Premises to be in violation of any, Environmental Law which is now or may hereafter become applicable to Permittee or the Premises. As used herein, "Environmental Law" means any federal, state or local environmental, health and/or safety-related laws, regulation, standard, decision of a court, permit or permit

condition, currently existing or as amended or adopted in the future. Except for Hazardous Material expressly approved by SANBAG in writing as shown on Exhibit "C", Permittee shall not cause or permit, or allow any of Permittee's employees, agents, customers, visitors, invitees, licensees or contractors to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the Premises. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Material" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as a hazardous or dangerous material or substance.

20.2. Permittee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnities (as defined in Section 9, Indemnification) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Permittee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Premises or contamination of the Premises or adjacent property (i) which occurs due to the use and occupancy of the Premises by Permittee or Permittee's employees, agents, customers, visitors, invitees, licensees or contractors, or (ii) which is made worse due to the act or failure to act of Permittee or Permittee's employees, agents, customers, visitors, invitees, licensees or contractors.

20.3. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Permit; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Permit.

20.4. In addition, in the event of any release on or contamination of the Premises, Permittee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the Premises and all affected adjacent property – whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

## **21. PERMITTEE'S COVENANTS**

Permittee shall:

- (a) Deliver, at least five (5) days prior to any entry onto the Premises, written notice to SANBAG of its intention to enter the Premises, the proposed date and time of such entry and the nature, specific location and scope, of any proposed activity upon the Premises. Permittee may enter only on the dates and times specified in such notices.

- (b) Enter upon and use the Premises in such manner and at such time as shall not endanger or interfere with SANBAG's operations and in accordance with the regulations of SANBAG and instructions of SANBAG's representative. Permittee shall submit to SANBAG for approval all Work details and incidentals insofar as they affect SANBAG.
- (c) Provide and maintain, at Permittee's expense, from providers approved by SANBAG, competent flagmen to protect and control movement of vehicles and equipment of Permittee or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection.
- (d) Notify SANBAG within three (3) days after all entry onto the Premises hereunder is completed.
- (e) Keep all equipment, tools and materials stored at least twenty (20) feet from the center line of any operable track. Explosives or other highly inflammable substances will not be stored on the Premises without the prior approval of SANBAG's representative.
- (f) Reimburse SANBAG for all cost and expense incurred by SANBAG in connection with said entry onto the Premises, including without limitation the expense of furnishing such inspectors, watchmen and flagmen as SANBAG deems necessary and installation and removal of falsework beneath tracks.

## **22. BROKER'S FEES**

Permittee agrees to indemnify and hold SANBAG harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Permittee with regard to obtaining this Permit.

## **23. SUBORDINATE RIGHTS**

This Permit is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property or any portion thereof. This Permit is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Premises now or hereafter, and this Permit is executed and delivered by SANBAG without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exception.

## 24. GENERAL PROVISIONS

- 24.1. Notices. All notices and demands which either of the Parties is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to the other Party at its address set forth in the Basic Permit Provisions. Either of the Parties may change its address for the receipt of notice by giving written notice thereof to the other Party in the manner herein provided. Notices shall be effective only upon receipt by the Party to whom notice or demand is given.
- 24.2. Governing Law. This Permit shall be governed by the laws of the State of California.
- 24.3. Binding Effect. The terms, provisions and covenants and conditions contained in this Permit shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this Permit as Permittee, then each shall be jointly and severally liable for all obligations of Permittee hereunder.
- 24.4. No Third Party Beneficiaries. This Permit is not intended by either party to confer any benefit on any third party other than the constituent members of SANBAG, including without limitations any broker, finder, or brokerage firm.
- 24.5. Severability. If any term, covenant, condition or provision of this Permit, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Permit, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 24.6. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Permittee under this Permit, provided, however, that interest shall not be payable on late charges incurred by Permittee.
- 24.7. Captions. The captions included in this Permit are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Permit or any provision hereof, or in any way affect the interpretation of this Permit.
- 24.8. Survival of Obligations. All obligations of Permittee hereunder not fully performed as of the expiration or earlier termination of the Term of this Permit shall survive the expiration or earlier termination of this Permit, including without limitation all indemnity and defense obligations, all payment obligations with respect to Payments and all obligations concerning the condition of the SANBAG Property.

- 24.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this Permit shall not invalidate this Permit, nor shall it be considered a waiver by it of any other covenant or condition or of the same covenant or condition in another instance. To the extent patterns of practice between the Parties are inconsistent with the terms of this Permit, such patterns of practice shall not waive in part or in full SANBAG's right to insist upon strict accordance with any of the provisions of this Permit. The subsequent acceptance of Payments hereunder by SANBAG shall not be deemed to be a waiver of any preceding breach by Permittee of any provisions, covenant, agreement or condition of this Permit, other than the failure of Permittee to pay the particular Payment so accepted, regardless of SANBAG's knowledge of such proceeding breach at the time of acceptance of such Payment.
- 24.10. Effective Date/Nonbinding Offer. Submission of this Permit for examination or signature by Permittee does not constitute an offer or option for a permit, and it is not effective as a permit or otherwise until executed and delivered by both SANBAG and Permittee. Each individual executing this Permit on behalf of SANBAG or Permittee represents and warrants to the other Party that he or she is authorized to do so.
- 24.11. Nontransferable Permit. This Permit and the permit granted herein are personal to Permittee. Permittee shall not assign or transfer (whether voluntary or involuntary) this Permit in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed. Any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this Permit, which gives SANBAG the right to immediately terminate this Permit and seek all other available remedies for breach.
- 24.12. Entire Agreement; Amendments. This Permit, including all attached Exhibits, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements and understandings between the Parties with respect to the items set forth in this Permit. The Parties each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by either SANBAG or Permittee, or anyone acting on behalf of SANBAG or Permittee, other than those contained in this Permit. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this Permit shall be binding unless in writing and duly executed by SANBAG.
- 24.13. Attorneys' Fees. If either SANBAG or Permittee commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this Permit or the Premises, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If SANBAG becomes involved in any action, threatened or actual, by or against anyone not a party to this Permit, but arising by reason of or related to any act or omission of Permittee or Permittee's Parties, Permittee agrees to pay SANBAG's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.

- 24.14. Nondiscrimination. Permittee certifies and agrees that all persons employed by Permittee and/or Permittee's affiliates, subsidiaries, or holding companies, and any contractors retained by Permittee with respect to the Premises, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.
- 24.15. Further Acts. Permittee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Permit.
- 24.16. Time of Essence. Time is of the essence for this Permit.
- 24.17. Certificates. Permittee agrees from time to time within ten (10) days after request of SANBAG, to deliver to SANBAG, or SANBAG's designee, all financial statements for the previous three (3) fiscal years of Permittee, and an estoppel certificate stating that this Permit is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this Permit and such other matters pertaining to this Permit as may be requested by SANBAG.
- 24.18. Security Measures. Permittee hereby acknowledges that the Payments payable to SANBAG hereunder do not include the cost of guard service or other security measures, and that SANBAG shall have no obligation whatsoever to provide same. Permittee assumes all responsibility for the protection of Permittee, Permittee's Parties and their property from acts of third parties.
- 24.19. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Permit.
- 24.20. No Recording. Permittee shall not record or permit to be recorded in the official records of the county where the Premises is located, this Permit, any memorandum of this Permit or any other document giving notice of the existence of this Permit or the right-of-way permit granted hereby.
- 24.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, Permittee shall maintain, at Permittee's expense, competent flagmen to protect and control movement of vehicles and equipment of Permittee or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection, including the rules and policies of SANBAG

and/or any railroad operator having rights to utilize any affected or adjacent railroad tracks.

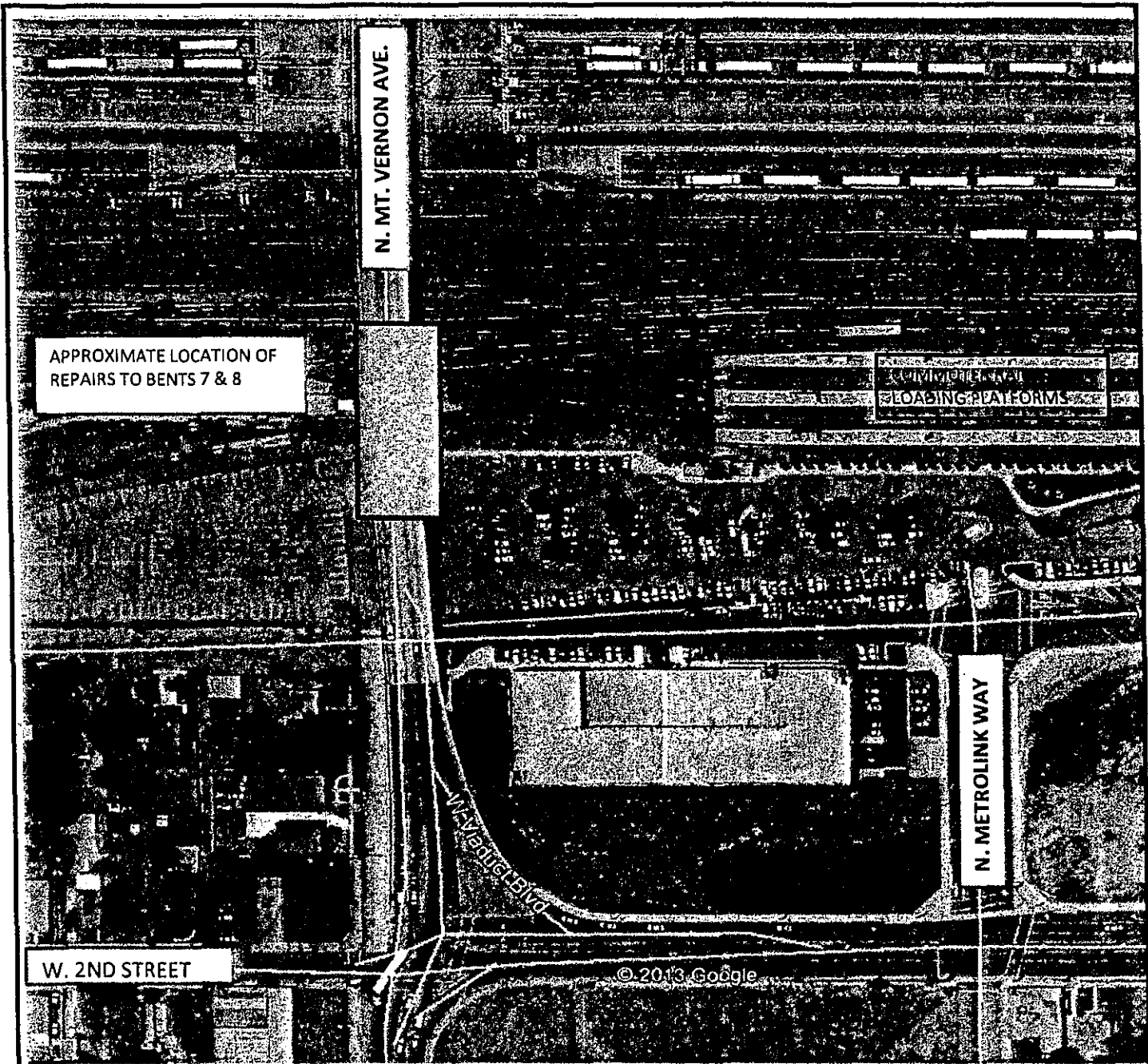
- 24.22. Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein. To the extent that any additional provisions in Exhibit "D" conflict with the provisions contained in this Part II, Standard Permit Provisions, the provisions in Exhibit "D" shall control.

**Exhibit "A"**

Site Plan of Premises

[To Be Inserted]

# EXHIBIT "A"



**REMOVAL OF EXISTING TEMPORARY WOODEN SHORING AND INSTALLATION OF TEMPORARY CONCRETE SHORING AT BENTS 7 & 8**

**APN:** 0138-221-06, 0138-241-13, 0138-261-04

**Date** 03/06/2014

Branch/Line	Mile Post SCRRRA 56.2	Lessee/Licensee
<b>SSB</b>	<b>SANBAG 81.54</b>	<b>GMZ ENGINEERING, INC.</b>
County	Nearest Cross Street	SANBAG File Number
<b>SAN BERNARDINO</b>	<b>MT. VERNON BR.</b>	<b>RSSB003773</b>
Area	City	Scale
<b>25,000 ± SQ. FT.</b>	<b>SAN BERNARDINO</b>	<b>NTS</b>
Map Reference	Use	Thomas Guide Grid
<b>SSB1B</b>	<b>SHORING REPAIRS</b>	<b>606 E1</b>

**Governments**  
**SANBAG**  
**Working Together**

**SAN BERNARDINO**  
**ASSOCIATED GOVERNMENTS**  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, CA 92410-1715

**Exhibit "B"**

**INSURANCE REQUIREMENTS FOR RIGHT-OF-ENTRY PERMIT**

Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by Permittee, its agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance** (Check all applicable boxes)

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterments.
- Insurance Services Office Railroad Protective Liability
- Contractor's Pollution Liability with coverage for:
  - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
  - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
  - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
  - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

**Minimum Limits of Insurance** (Check all applicable boxes)

Permittee shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- Contractors Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials, employees, members, affiliated entities, contractors, consultants, authorized rail operators and agents ("Related Parties"); or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

## Exhibit "B"

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its Related Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Permittee; products and completed operations of Permittee; premises owned, occupied or used by Permittee; and automobiles owned, leased, hired or borrowed by Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, or its Related Parties.
2. For any claims related to this project, Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, or its Related Parties shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, or its Related Parties.
4. Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

All insurance policies, including without limitation, Workers' Compensation and Employer's Liability policies, shall contain or be endorsed to include a waiver of subrogation in favor of SANBAG and its Related Parties.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

### Verification of Coverage

Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before Work commences. As an alternative, Permittee may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

### Contractors and Subcontractors

Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

**Exhibit "C"**

**Permitted Hazardous Material**

4/20/2013

No hazardous material is permitted to be used or stored on the Premises

## Exhibit "D"

### ADDITIONAL REQUIREMENTS

The following Additional Requirements are imposed on the Tenant/Licensee/Permittee and all of its contractors, subcontractors, employees, laborers or other persons performing any work upon SANBAG property on behalf of Tenant/Licensee/Permittee, and are made part of the terms of the Lease/License/Permit to which this Exhibit D is attached ("Agreement").

As used hereinafter, the term "Contractor" shall include the Tenant/Licensee/Permittee and each and every one of its contractors, subcontractors, employees, laborers, agents or other persons performing any work upon SANBAG property on behalf of Tenant/Licensee/Permittee; and the term "railroad operator" or "operating railroad" shall mean Southern California Regional Rail Authority (SCRRA), Burlington Northern Santa Fe Railroad Railway Company (BNSF) and/or any other railroad company or rail carrier having operating rights over rail lines owned or controlled by SANBAG.

Contractor shall fully comply with each and every one of the Additional Requirements below which is in any way applicable to the type of use, construction, installation or facility allowed under the Contractor's Agreement and approved by SANBAG as required thereunder ("Permitted Use"). The inclusion of an Additional Requirement below that is not in any way applicable to the Contractor's Permitted Use shall not imply any right, permission or consent to expand the Permitted Use in any way.

1. Contractor agrees to execute and deliver to each railroad operator prior to commencing any work within the rail right-of-way, a railroad Right of Entry Agreement which will include agreement to abide by each railroad operator's rules and requirements for construction on railway property. Contractor shall secure approval from SANBAG and each railroad operator of the design of any structures and facilities prior to commencing work on their construction or installation.
2. Contractor will acquire and comply with any and all additional permits required by the railroad operator(s), affected public utilities and/or by any government agency having jurisdiction. Any permit fees, inspection fees, flagging fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Contractor's sole responsibility. Fully conformed copies of all permits are to be provided to SANBAG. Additional permits required of the Contractor may include but are not limited to encroachment permits, Storm Water Pollution Prevention Plans, environmental permits, temporary use permits, regulatory permits and third party utility permits. Contractors shall have all original executed agreements and permits on hand while on site and will present them on demand of representative of SANBAG and/or the railroad operator(s). Prior to the commencement of work, the contractor shall submit to SANBAG for review and approval, a description of the work process including a detailed schedule of all work activities to be carried out on SANBAG property.

[For convenience only, SANBAG provides the following telephone numbers for inquiries and information: SCRRA's Right of Way Engineers Office - (909) 394-3418; BNSF's Roadmaster Office - (909) 386-4061]

3. Contractor at its sole cost and expense shall obtain and maintain, in full force and effect, insurance, as required by SANBAG and the railroad operator(s) during the entire construction period. The Contractor shall furnish copies of the insurance certificates to SANBAG and all affected railroad operators.
4. Contractor agrees to comply with instructions of SANBAG and each railroad operator's Employee-In-Charge (EIC) and other representatives in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of

## Exhibit "D"

SANBAG or its member agencies, tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operations of railroad operators or of SANBAG's track and other facilities.

- Contractor will call the appropriate operating railroad to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate schedules, prior notification does not guarantee the availability of protective/flagging services for the proposed date of work. The SCRRA/BNSF flagman/EIC has sole authority to protect safe railroad operations and infrastructure, therefore, only they and their representatives are permitted to perform flagging operations within the railroad right-of-way. At all times the contractor shall follow the flagman/EIC's direction. Contractor's work may not proceed in the absence of a flagman in accordance with applicable rules. At no time shall any contractor be permitted to cross any track or place or maintain any personnel or equipment within the railroad right-of-way without the permission of the railroad flagman.

SCRRA's Flagging Office (213) 305-8424  
BNSF's Flagging Office (909) 386-4061

- Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete SCRRA's/BNSF's Third Party Safety Training course, which is required for all work near or within the railroad right-of-way. Evidence of training must be supplied upon request of SANBAG and its representatives. No work may commence on the railroad right-of-way until this training has been completed. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the SCRRA/BNSF flagman/EIC.
- Contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines, structures and improvements. Contractor shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. It shall be the Contractor's responsibility to contact Underground Alert and locate all underground facilities prior to the commencement of construction. At the same time, the contractor shall notify the operating railroad for signal and communications cables and conduits mark-outs. Contractor shall obtain permission from the owners of any fiber optic, gas, electrical, water, oil or other lines which may be impacted by work on or any use of the Premises by Contractor.

SCRRA Signal Department (909) 592-1346  
BNSF Signal Department (909) 386-4051

- In case of signal emergencies or grade crossing problems, the contractor shall call the following emergency numbers.**

**SCRRA Signal Emergency Department (888) 446-9721**  
**BNSF Signal Emergency Department (909) 386-4051**

- Contractor shall prepare and submit traffic control plan for SANBAG/SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.
- If SANBAG or any of its associated rail entities or railroad operators deem it necessary in the future, to modify, or to build additional, track or tracks or other facilities in connection with the

## Exhibit "D"

operation of its railroad, at the request of SANBAG, contractor shall modify, at its own expense, any or all of its permitted facilities to conform to the rail facilities.

11. Both Contractor and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Contractor's needs will be the sole responsibility and at the sole cost of the Contractor and subject to SANBAG's and any affected operating railroad's prior review and approval, which may be withheld in SANBAG's or the affected operating railroad's sole and absolute discretion. SANBAG or the affected operating railroad may require that any track removal and/or other work within the right-of-way be done by SANBAG or the railroad operator, respectively, but all such work shall remain at the sole cost of the Contractor, who may be required to deposit the estimated cost plus 25% in advance of the work, subject to refund or additional charge at the conclusion of the work. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Contractor will be responsible for the removal of any or all permitted improvements upon termination of Agreement as directed by SANBAG.
12. Contractor shall pay for any and all utilities for its benefit, security and use.
13. SANBAG makes no warranties as to the suitability of the location for Contractor's intended use, and Contractor assumes all risks as to environmental compliance, zoning, visibility, or any other factors which may affect Contractor's intended use of the premises.
14. Boring of carrier or direct burial utilities by directional boring methods is prohibited.
15. Signs are not permitted on or along the perimeter of the Premises unless such signs were requested and approved under Contractor's original proposal and covered by the required insurance. The contractor shall install permanent signs identifying the location of pipes at the edge of the railroad right-of-way unless within a public grade crossing.
16. Contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, on both sides of the pit, extending 50-feet in both directions from the pit, and measuring a minimum of 6-feet high. Fences are not required for work at grade crossings. Contractor shall pave the Premises area with asphalt or concrete, when requested, around the entire perimeter of the property as described in the Agreement in Part I and Exhibit "A". Contractor shall be responsible for total expense of fencing and asphalt.
17. Contractor shall not bring upon or use any import soil on the Premises in conjunction with any purposes allowed under this Agreement, until said import soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by SANBAG. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as clean soil to the reasonable satisfaction of SANBAG. All soil piles are to be placed on a barrier to prevent intermingling with surface soils.
18. Contractor shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking and graffiti and from occupancy by transients/homeless persons or individuals. Contractor shall be fully responsible for all maintenance and maintenance of adjoining SANBAG property that is required or necessary in connection with Contractor's use of Premises.
19. Prior to commencement of construction, the contractor shall submit to SANBAG / SCRRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.

## Exhibit "D"

20. For pipelines carrying flammable or hazardous materials, the contractor shall adhere to special conditions stated in the Right of Entry (ROE) Agreement.
21. The jacking and receiving pits shall be constructed outside of the railroad right of way unless shown on the SANBAG approved plans and shall not be located between any track and the automatic signal gate arms. The contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SANBAG/SCRRA inspector has approved the layout will the Contractor be allowed to begin work.
22. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SCRRA/BNSF flagman and SCRRA/BNSF inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of SANBAG.
23. The contractor shall submit to SANBAG/SCRRA for review, drawings and calculations for any shoring that may affect or be influenced by the railroad tracks. All shoring designs shall comply with the requirements of, and be approved by, SANBAG and/or the affected operating railroad. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
24. Prior to commencement of work, the contractor shall submit to SANBAG/SCRRA for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
25. Should ground water or loose or unstable soils conditions be encountered during construction, the contractor shall immediately stop work, notify the railroad flagman, provide necessary structural support to track and other railroad structures, and notify the affected operating railroads and SANBAG. It shall be the responsibility of the contractor to make necessary corrections to the construction process to allow for said conditions.
26. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe". Said casing pipe shall be installed across the entire width of the railroad right-of-way and shall extend beyond the right of way a minimum of 10-feet. The top of the casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way. All ends of the casing pipe shall be sealed unless otherwise authorized by SANBAG. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed. All casing pipes shall be installed with a minimum slope of 1%. Installation of casing pipes by open trenching is prohibited.
27. Abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full for the entire length of the pipe. Should there be no casing pipe; the abandoned pipe shall be pressure grouted full the entire length of the pipe. A SANBAG / SCRRA inspector must be present during the grouting process.
28. Casing jacking shall adhere to the following requirements:

## Exhibit "D"

- a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, auguring, or drilling equipment.
- b. Bracing and backstops and jacks shall be designed and used with sufficient rating so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.
- c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a non-stop, 24-hour per day basis until the jacking operation is completed.

29. Casing boring shall adhere to the following requirements:

- a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing replacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.
  - b. The use of water or other liquids to facilitate casing placement and /or spoil removal is prohibited.
  - c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SANBAG / SCRRA for approval prior to commencement of work.
  - d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering or boring without the same requirements may be considered if approved by SANBAG/SCRRA.
30. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.
31. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1-inch, grouting or other methods as approved by SANBAG/SCRRA shall be employed to fill such voids.
32. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for

## Exhibit "D"

approval by SANBAG/SCRRA prior to the commencement of work. Proof of experience and competency shall accompany the submission.

33. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SANBAG/SCRRA inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.
34. The dewatering system shall lower and maintain the ground water level a minimum of 2-feet below the invert at all times during construction by utilizing well points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.
35. The proposed methods of dewatering shall be submitted to SANBAG/SCRRA prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles, pollutants, or hazardous materials or fluids be observed at any time during the dewatering process, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SANBAG/SCRRA inspector.
36. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
37. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SANBAG and any affected operating railroad that all construction has been completed. After as-builts have been received, SANBAG inspects the construction site and signs-off the work, SANBAG will release any unused deposit funds it holds. Contractor shall be responsible to arrange refunds due from any affected operating railroads.
38. A minimum of five feet (5') clearance is required above signal and communication lines for overhead crossings.
39. Poles for any use within the railroad right-of-way must be located fifty-feet (50') out from the centerline of the railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry track must provide at least a ten foot (10') clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.
40. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground—line plus ten feet (10'). If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.
41. Poles must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right-of-way.

**Exhibit "D"**

- 42. Grade crossings or temporary grade crossing must not be installed under or within five-hundred feet (500') of the end of any railroad bridge, or three hundred feet (300') from the centerline of any culvert or switch area.
- 43. For overhead crossings, complete spanning of the property is encouraged with supportive structures and appurtenances located outside of the railroad property. For electric supply and communication lines, normally the crossing span shall not exceed one-hundred fifty-feet (150') with adjacent span not exceeding 1.5 times the crossing span length. For heavier type construction, longer spans will be considered.
- 44. To ensure that overhead crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-eight feet (28'). Electric lines must have a florescent ball marker on low wire over centerline track.
- 45. The utility owner will label the poles closest to the crossing with the owner's name and telephone number for emergency contact.
- 46. Overhead flammable and hazardous material lines are prohibited.
- 47. Because inductive interference from certain types of lines have the potential to disrupt the railroad signal and communication systems causing failures with the signals, communication, and at-grade crossing warning devices, SANBAG may require that an inductive coordination study be performed prior to approval of the permitted use at the expense of the utility owner for proposed electrical lines crossing tracks.
- 48. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or other flammable materials shall not be combined.

Contractor	SANBAG
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Initials



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

*Minute Action*

AGENDA ITEM: 17

**Date:** April 9, 2014

**Subject:** Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2014/2015

**Recommendation:**\* Approve the following amounts for consideration in the SANBAG Fiscal Year 2014/2015 Budget for the Valley Major Street Arterial Sub-program and the Valley Major Street Project Advancement Program, which includes an increased allocation of \$1,558,962.98 to the Major Street Project Advancement Program from the Major Street Arterial Sub-program:

- Arterial Sub-program: \$8,292,987.77
- Major Street Project Advancement Program: \$11,361,899.05

**Background:** SANBAG staff is engaged in the allocation planning process for Fiscal Year 2014/2015. This process provides information for use by both SANBAG and its member agencies in preparation of their capital budgets. One of the allocation planning activities is to determine how much funding should be assigned for local jurisdiction use in the Valley Major Street Arterial Sub-program and Valley Major Street Arterial Project Advancement Agreement (PAA) Program. Arterial PAAs were entered into for projects that were initiating construction prior to January 31, 2009, and eligible for reimbursement from the Major Streets Program.

\*

*Approved*  
*Board of Directors*

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	CTC	CTA	X	SAFE	CMA	
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*Check all that apply.*

BRD1404a-cs

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1404/AgendaItems/BRD1404a1-cs.pdf>

The local agencies advanced the funds necessary to complete the projects and are reimbursed the public share of project costs over time. Approximately \$82.4 million was committed to the Arterial PAA program, and the remaining balance at the beginning of Fiscal Year 2014/2015 is estimated at \$42.4 million.

The Valley Major Street Program receives 20% of the Valley Measure I revenue. Allocation to the Arterial PAA program is taken off the top, and the remaining revenue is allocated to two sub-programs with the grade separation sub-program receiving 33% of the remaining program funds and the arterial sub-program receiving 67%. The Valley Arterial PAA program was allocated 40% of the projected Measure I Valley Major Street revenue for the first two years of Measure I 2010-2040.

In early 2012, SANBAG staff conducted an analysis and found that only approximately 15% of the allocated arterial funds had been invoiced in Fiscal Year 2010/2011. As a result, staff recommended and the SANBAG Board approved increasing the Fiscal Year 2012/2013 Arterial PAA allocation by an amount equal to the unused Fiscal Year 2010/2011 Arterial Sub-program allocation to facilitate accelerated payoff of the Arterial PAA program. As of January 31, 2014, approximately 19% of the total arterial funds allocated between Fiscal Year 2010/2011 and Fiscal Year 2013/2014 have been invoiced for.

As such, staff is recommending that the Fiscal Year 2014/2015 Arterial PAA allocation be increased by \$1,558,962.98 over the 40% allocation level of \$9,802,936.07, bringing the total recommended Fiscal Year 2014/2015 Arterial PAA allocation to \$11,361,899.05. Concurrently, staff is recommending that the Fiscal Year 2014/2015 proposed allocation to the Arterial Sub-program be reduced by \$1,558,962.98 from \$9,851,950.75 to \$8,292,987.77. This will enable SANBAG to go farther down the chronological list of local agency PAA invoices to be reimbursed. The impact to the Arterial PAA program is provided in Table 1; actual amounts may change slightly before reimbursement begins pending final invoice review.

SANBAG staff presented the PAA adjustment proposal to the Transportation Technical Advisory Committee (TTAC) on February 3, 2014 and March 3, 2014. Jurisdictions were provided with an opportunity to inform SANBAG staff of forthcoming invoices, and these forecasts of pending invoices were taken into consideration. There are seven jurisdictions requesting that their Fiscal Year 2014/2015 Arterial Sub-program allocation not be decreased: Chino, Colton, Grand Terrace, Rialto, Upland, Yucaipa and San Bernardino County. The proposed allocation amounts reflect this request.

**Table 1  
 Impact of Adjustment to Arterial Project Advancement Agreement Program\***

Jurisdiction	Public Share Amount after Buy Downs	FY 14/15** Estimated Public Share Remaining Balance	Allocation without Adjustment			Allocation with Adjustment		
			FY 14/15 PAA Allocation Amount	End of FY 14/15 Contract Balance	FY 14/15 Balance of Invoices Received	FY 14/15 PAA Allocation Amount	End of FY 14/15 Contract Balance	FY 14/15 Balance of Invoices Received
Chino	\$ 5,776,610.00	\$ 3,413,950.77	\$ -	\$ 3,413,950.77	\$ 21,257.93	\$ -	\$ 3,413,950.77	\$ 21,257.93
Chino Hills	\$ 8,687,344.18	\$ 4,367,050.90	\$ 1,152,089.95	\$ 3,214,960.95	\$ 1,820,904.36	\$ 1,152,089.95	\$ 3,214,960.95	\$ 1,820,904.36
Fontana	\$42,509,887.19	\$20,220,234.88	\$ 4,486,064.25	\$15,734,170.63	\$ 6,044,696.08	\$ 5,168,703.62	\$15,051,531.26	\$ 5,362,056.71
Highland	\$ 170,493.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rancho Cucamonga	\$21,177,520.00	\$13,598,284.53	\$ 3,987,508.58	\$ 9,610,775.95	\$ 9,061,969.22	\$ 4,859,838.66	\$ 8,738,445.87	\$ 8,189,639.14
Rialto	\$ 913,800.00	\$ 15,796.43	\$ -	\$ 15,796.43	\$ -	\$ -	\$ 15,796.43	\$ -
Yucaipa	\$ 3,166,885.02	\$ 761,889.43	\$ 177,273.29	\$ 584,616.14	\$ 142,587.53	\$ 181,266.82	\$ 580,622.61	\$ 138,594.00
<b>Total</b>	<b>\$82,402,540.29</b>	<b>\$42,377,206.94</b>	<b>\$ 9,802,936.07</b>	<b>\$32,574,270.87</b>	<b>\$17,091,415.12</b>	<b>\$11,361,899.05</b>	<b>\$31,015,307.89</b>	<b>\$15,532,452.14</b>

\* Amounts provided in table are estimates. Jurisdictions will be notified by SANBAG of actual reimbursement amounts.

\*\* Remaining balance is based on contract amount and will be adjusted based on actual invoices received.

The benefit of this proposal is that the Arterial PAA reimbursements to local jurisdictions can proceed more quickly, with the expectation that the reimbursements could be applied to the delivery of additional projects in each of those jurisdictions. Concern was expressed by several jurisdictions that this action may put their future allocations at risk or delay access to those allocations. However, the Measure I Strategic Plan contains several protections:

- Jurisdictions are guaranteed an “equitable share” of the arterial program funds over the life of the Measure.
- The funds are being retained within the Valley Major Street Program.
- If additional allocations are required to meet arterial (non-PAA) project needs in subsequent years, the Arterial PAA reimbursements can be allocated less than 40%.
- Mid-year adjustments to allocations could be approved.

The proposed Fiscal Year 2014/2015 Measure I Valley Arterial Sub-program allocations, as well as the cumulative allocation amounts for Fiscal Year 2010/2011 through 2013/2014 and the PAA adjustments in Fiscal Year 2012/2013 and Fiscal Year 2013/2014, are shown in Table 2. Each jurisdiction will have access to the cumulative total, minus what they have already invoiced. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. This more detailed table was reviewed with the TTAC.

**Table 2**  
**Measure I Major Street Arterial Program & Project Advancement Agreement Program**  
**FY 14/15 Allocation Proposal**

Jurisdiction	Equitable Share	Approved FY 10/11 through FY 13/14 Allocation	FY 14/15 Allocation By Formula without PAA Adjustment*	Proposed FY14/15 Allocation* with PAA Adjustment	Proposed FY14/15 PAA adjustment	Total PAA adjustment for FY 12/13 & FY 13/14	Proposed Cumulative PAA adjustment through FY14/15 with FY14/15 PAA adjustment	Arterial Allocation through FY14/15 with FY14/15 PAA adjustment
Chino**	7.60%	\$1,325,370.08	\$748,748.26	\$748,748.26	\$0.00	\$1,121,080.00	\$1,121,080.00	\$2,074,118.33
Chino Hills	2.20%	\$383,660.02	\$216,742.92	\$170,892.92	\$45,850.00	\$324,520.00	\$370,370.00	\$554,552.94
Colton**	2.50%	\$435,980.03	\$246,298.77	\$246,298.77	\$0.00	\$368,780.00	\$368,780.00	\$682,278.80
Fontana	19.50%	\$4,190,970.20	\$1,921,130.40	\$1,526,654.76	\$394,475.64	\$2,086,120.00	\$2,480,595.64	\$5,717,624.95
Grand Terrace**	1.40%	\$244,150.01	\$137,927.31	\$137,927.31	\$0.00	\$206,510.00	\$206,510.00	\$382,077.32
Highland	6.80%	\$1,185,860.07	\$669,932.65	\$528,212.65	\$141,720.00	\$1,003,070.00	\$1,144,790.00	\$1,714,072.72
Loma Linda	4.10%	\$715,000.04	\$403,929.98	\$318,479.98	\$85,450.00	\$604,790.00	\$690,240.00	\$1,033,480.02
Montclair	0.60%	\$120,940.01	\$59,111.70	\$36,611.70	\$22,500.00	\$72,200.00	\$94,700.00	\$157,551.71
Ontario	12.30%	\$2,323,560.12	\$1,211,789.94	\$776,889.94	\$434,900.00	\$1,635,830.00	\$2,070,730.00	\$3,100,450.07
Rancho Cucamonga	5.10%	\$1,213,290.05	\$502,449.49	\$335,152.14	\$167,297.35	\$458,400.00	\$625,697.35	\$1,548,442.19
Redlands	4.90%	\$854,520.05	\$482,745.59	\$380,625.59	\$102,120.00	\$722,800.00	\$824,920.00	\$1,235,145.64
Rialto**	3.90%	\$680,130.04	\$384,226.08	\$384,226.08	\$0.00	\$575,290.00	\$575,290.00	\$1,064,356.12
San Bernardino	7.90%	\$1,377,700.08	\$778,304.11	\$613,654.11	\$164,650.00	\$1,165,330.00	\$1,329,980.00	\$1,991,354.19
Upland**	2.30%	\$594,300.02	\$226,594.87	\$226,594.87	\$0.00	\$146,070.00	\$146,070.00	\$820,894.89
Yucaipa**	6.00%	\$1,427,410.06	\$591,117.05	\$591,117.05	\$0.00	\$504,000.00	\$504,000.00	\$2,018,527.11
County**	12.90%	\$4,152,540.13	\$1,270,901.65	\$1,270,901.65	\$0.00	\$0.00	\$0.00	\$5,423,441.78
<b>TOTALS</b>	<b>100.00%</b>	<b>\$21,225,381.00</b>	<b>\$9,851,950.75</b>	<b>\$8,292,987.77</b>	<b>\$1,558,962.98</b>	<b>\$10,994,790.00</b>	<b>\$12,553,752.98</b>	<b>\$29,518,368.77</b>
<b>Arterial Allocation (67% after PAA set-aside)</b>	<b>100.00%</b>	<b>\$21,225,380.00</b>	<b>\$9,851,950.75</b>	<b>\$8,292,987.77</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$29,518,368.77</b>
<b>PAA set-aside (40% off top)</b>	<b>n/a</b>	<b>\$28,886,200.00</b>	<b>\$9,802,936.07</b>	<b>\$9,802,936.07</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$38,689,136.07</b>
<b>PAA adjustment</b>	<b>n/a</b>	<b>\$10,994,790.00</b>	<b>n/a</b>	<b>\$1,558,962.98</b>	<b>\$1,558,962.98</b>	<b>\$10,994,790.00</b>	<b>\$12,553,752.98</b>	<b>\$12,553,752.98</b>
<b>Total Arterial PAA Allocation</b>	<b>n/a</b>	<b>\$39,880,990.00</b>	<b>\$9,802,936.07</b>	<b>\$11,361,899.05</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$51,242,889.05</b>

\* Actual FY 12/13 revenues were higher than estimates; the excess funds are incorporated into the FY 14/15 allocation amounts.

\*\*Jurisdiction indicated that they were anticipating using their full FY14/15 allocation amount or fully utilized FY12/13 allocation.

The Measure I Strategic Plan anticipated the need to under-allocate to certain jurisdictions in any given year and over-allocate to other jurisdictions based on the fluctuation in project delivery schedules. It was designed to optimize the use of the available funds for the Major Street Program and expedite project delivery, while providing assurances that each jurisdiction would receive its equitable share. The objective is to put the funds to work, not retain them in SANBAG accounts. These policies and the Major Street allocation proposal in this agenda item are consistent with that objective.

Board Agenda Item  
April 9, 2014  
Page 5

**Financial Impact:** Preparation of these analyses is consistent with the Fiscal Year 2014/2015 SANBAG Budget, Task No. 0515.

**Reviewed By:** This item was reviewed and recommended for approval (18-0-1; Abstained: Davis) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 13, 2014. This item was reviewed by the Transportation Technical Advisory Committee on February 3, 2014, and on March 3, 2014.

**Responsible Staff:** Andrea Zureick, Director of Fund Administration and Programming

**ATTACHMENT 1**  
**FY 14/15 Measure I Major Street Arterial Program & Project Advancement Agreement Program Allocation Proposal Detailed Calculations**

Overview of Major Street Arterial Program					FY 14/15 PAA Adjustment of unused FY12/13 allocations							Total PAA Adjustment			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Jurisdiction	Equitable Share	Cumulative Allocation FY10/11-13/14	Arterial Invoicing through January 31, 2014	Cumulative Balance FY10/11-FY13/14 less invoicing	FY12/13 Invoicing	FY12/13 Remaining Balance	FY14/15 Allocation "by formula"	FY 14/15 Allocation "by formula" with excess FY 12/13 Revenue*	Proposed FY14/15 Allocation (PAA Adjustment equal to un-invoiced FY12/13 funds)	Cumulative Allocation through FY14/15 with FY14/15 PAA adjustment	Cumulative Allocation through FY14/15 without FY14/15 PAA adjustment	FY12/13 PAA adjustment	FY13/14 PAA adjustment	Proposed FY14/15 PAA adjustment	Proposed Total PAA adjustment through FY14/15
Chino**	7.60%	\$1,325,370.00	\$ 277,802.75	\$1,047,567.25	\$277,802.75	\$0.00	\$673,399.45	\$748,748.26	\$748,748.26	\$2,074,118.26	\$2,074,118.26	\$ 482,680.00	\$ 638,400.00	\$0.00	\$1,121,080.00
Chino Hills	2.20%	\$383,660.00	\$ -	\$383,660.00	\$0.00	\$45,850.00	\$194,931.42	\$216,742.92	\$170,892.92	\$554,552.92	\$600,402.92	\$ 139,720.00	\$ 184,800.00	\$45,850.00	\$370,370.00
Colton**	2.50%	\$435,980.00	\$ -	\$435,980.00	\$0.00	\$52,100.00	\$221,512.98	\$246,298.77	\$246,298.77	\$682,278.77	\$682,278.77	\$ 158,780.00	\$ 210,000.00	\$0.00	\$368,780.00
Fontana	19.50%	\$4,190,970.00	\$ 1,318,014.54	\$2,872,955.46	\$391,694.36	\$394,475.64	\$1,727,801.22	\$1,921,130.40	\$1,526,654.76	\$5,717,624.76	\$6,112,100.40	\$ 858,690.00	\$ 1,227,430.00	\$394,475.64	\$2,480,595.64
Grand Terrace**	1.40%	\$244,150.00	\$ 54,997.22	\$189,152.78	\$54,997.22	\$0.00	\$124,047.27	\$137,927.31	\$137,927.31	\$382,077.31	\$382,077.31	\$ 88,910.00	\$ 117,600.00	\$0.00	\$206,510.00
Highland	6.80%	\$1,185,860.00	\$ -	\$1,185,860.00	\$0.00	\$141,720.00	\$602,515.30	\$669,932.65	\$528,212.65	\$1,714,072.65	\$1,855,792.65	\$ 431,870.00	\$ 571,200.00	\$141,720.00	\$1,144,790.00
Loma Linda	4.10%	\$715,000.00	\$ -	\$715,000.00	\$0.00	\$85,450.00	\$363,281.28	\$403,929.98	\$318,479.98	\$1,033,479.98	\$1,118,929.98	\$ 260,390.00	\$ 344,400.00	\$85,450.00	\$690,240.00
Montclair	0.60%	\$120,940.00	\$ 6,308.40	\$114,631.60	\$0.00	\$22,500.00	\$53,163.11	\$59,111.70	\$36,611.70	\$157,551.70	\$180,051.70	\$ 28,110.00	\$ 44,090.00	\$22,500.00	\$94,700.00
Ontario	12.30%	\$2,323,560.00	\$ 178,544.89	\$2,145,015.11	\$0.00	\$434,900.00	\$1,089,843.84	\$1,211,789.94	\$776,889.94	\$3,100,449.94	\$3,535,349.94	\$ 602,630.00	\$ 1,033,200.00	\$434,900.00	\$2,070,730.00
Rancho Cucamong	5.10%	\$1,213,290.00	\$ 601,429.01	\$611,860.99	\$262,892.65	\$167,297.35	\$451,886.47	\$502,449.49	\$335,152.14	\$1,548,442.14	\$1,715,739.49	\$ 30,000.00	\$ 428,400.00	\$167,297.35	\$625,697.35
Redlands	4.90%	\$854,520.00	\$ -	\$854,520.00	\$0.00	\$102,120.00	\$434,165.43	\$482,745.59	\$380,625.59	\$1,235,145.59	\$1,337,265.59	\$ 311,200.00	\$ 411,600.00	\$102,120.00	\$824,920.00
Rialto**	3.90%	\$680,130.00	\$ 656,570.00	\$23,560.00	\$656,570.00	\$0.00	\$345,560.24	\$384,226.08	\$384,226.08	\$1,064,356.08	\$1,064,356.08	\$ 247,690.00	\$ 327,600.00	\$0.00	\$575,290.00
San Bernardino	7.90%	\$1,377,700.00	\$ 24,221.32	\$1,353,478.68	\$0.00	\$164,650.00	\$699,981.01	\$778,304.11	\$613,654.11	\$1,991,354.11	\$2,156,004.11	\$ 501,730.00	\$ 663,600.00	\$164,650.00	\$1,329,980.00
Upland**	2.30%	\$594,300.00	\$ -	\$594,300.00	\$0.00	\$47,940.00	\$203,791.94	\$226,594.87	\$226,594.87	\$820,894.87	\$820,894.87	\$ 146,070.00	\$ -	\$0.00	\$146,070.00
Yucaipa	6.00%	\$1,427,410.00	\$ 381,060.00	\$1,046,350.00	\$0.00	\$506,110.00	\$531,631.14	\$591,117.05	\$591,117.05	\$2,018,527.05	\$2,018,527.05	\$ -	\$ 504,000.00	\$0.00	\$504,000.00
County**	12.90%	\$4,152,540.00	\$ 464,323.00	\$3,688,217.00	\$269,867.00	\$818,273.00	\$1,143,006.96	\$1,270,901.65	\$1,270,901.65	\$5,423,441.65	\$5,423,441.65	\$ -	\$ -	\$0.00	\$0.00
<b>TOTALS</b>	<b>100.00%</b>	<b>\$21,225,380.00</b>	<b>\$3,963,271.13</b>	<b>\$17,262,108.87</b>	<b>\$1,913,823.98</b>	<b>\$2,983,385.99</b>	<b>\$8,860,519.06</b>	<b>\$9,851,950.75</b>	<b>\$8,292,987.77</b>	<b>\$29,518,367.77</b>	<b>\$31,077,330.75</b>	<b>\$4,288,470.00</b>	<b>\$ 6,706,320.00</b>	<b>\$1,558,962.99</b>	<b>\$ 12,553,752.99</b>
<b>Arterial Allocation (67% after PAA set-aside)</b>	<b>100.00%</b>	<b>\$21,225,380.00</b>	<b>\$3,963,271.13</b>	<b>\$17,262,108.87</b>	<b>\$1,913,823.98</b>	<b>\$2,983,385.99</b>	<b>\$ 8,860,519.06</b>	<b>\$ 9,851,950.75</b>	<b>\$8,292,987.77</b>	<b>\$29,518,367.77</b>	<b>\$31,077,330.75</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>
<b>PAA set-aside (40% off top)</b>		<b>\$28,886,200.00</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$ 8,816,436.87</b>	<b>\$ 9,802,936.07</b>	<b>\$ 9,802,936.07</b>	<b>\$38,689,136.07</b>	<b>\$38,689,136.07</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>
<b>PAA adjustment</b>		<b>\$10,994,790.00</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$1,558,962.98</b>	<b>\$12,553,752.98</b>	<b>n/a</b>	<b>\$ 4,288,470.00</b>	<b>\$ 6,706,320.00</b>	<b>\$1,558,962.99</b>	<b>\$ 12,553,752.99</b>
<b>Total Arterial Program</b>		<b>\$61,106,370.00</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$ 17,676,955.93</b>	<b>\$19,654,886.82</b>	<b>\$19,654,886.82</b>	<b>\$80,761,256.82</b>	<b>\$69,766,466.82</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>

\* Excess Funds - Additional funds from actual FY 12/13 revenues (\$21,626,248) exceeding estimate (\$19,160,000) by \$2,466,248 total (\$991,431 arterial/\$996,499 PAA set-aside)

\*\*Jurisdiction indicated that they were anticipating using their full FY14/15 allocation amount or fully utilized FY12/13 allocation.



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

*Minute Action*

AGENDA ITEM: 18

**Date:** April 9, 2014

**Subject:** California Transit Security Grant Program Applications for San Bernardino Transit Center and Downtown San Bernardino Passenger Rail Projects

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

1. Authorize staff to submit the Fiscal Year 2012/2013 and Fiscal Year 2013/2014 California Transit Security Grant Program Grant Applications to fund security improvements totaling \$2,584,990 for the Downtown San Bernardino Passenger Rail Project and \$500,000 for the San Bernardino Transit Center Project.

2. Approve Resolution No. 14-010 and Resolution No. 14-015 authorizing the Executive Director and/or his designee of San Bernardino Associated Governments to execute any actions necessary for the purpose of obtaining financial assistance provided by the California Office of Emergency Services under the grant program for Fiscal Year 2012/2013 and Fiscal Year 2013/2014.

**Background:** The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for 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

\*

*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA		SAFE		CMA
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Check all that apply.

BRD1404a-vj

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/Res%2014-010.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProgress%20Files%20%202014/Res%2014-015.docx>

Services (Cal OES) administers such funds deposited in the Transit System Safety, Security and Disaster Response Account under the California Transit Security Grant Program (CTSGP) and California Transit Assistance Fund (CTAF).

Due to CTSGP requirements, Board approval of project and fiscal year-specific resolutions is required prior to submitting a grant application. To date, SANBAG has received \$1,459,313 to fund security improvements for the Downtown San Bernardino Passenger Rail Project (DSBPRP). In October 2013 and January 2014, the Board approved the submission of a subsequent grant application to fund DSBPRP security improvements and an application to fund a security study of the various Valley transit stations, respectively.

Following the finalization of the bids for the DSBPRP and San Bernardino Transit Center (SBTC), staff was able to determine with more certainty eligible security-related costs associated with both projects. Maximizing the use of the CTSGP funds allows SANBAG to save more flexible fund sources for other projects. With the award of Fiscal Year 2012/2013 and Fiscal Year 2013/2014 CTSGP funds, SANBAG would improve the physical security of the SBTC by installing lighting, fencing, and electronic security and safety systems, which will include security cameras and fire alarm systems. SANBAG would also improve the physical security of the tracks, rights of way, parking lots, and pedestrian pathways associated with the DSBPRP. SANBAG would use the funds to install/construct chain link and wrought iron fences, gates, and hand rails in addition to purchasing security and safety equipment.

The SBTC will serve as a transfer point for bus routes serving the Downtown area and provide connectivity between the sbX Bus Rapid Transit system, DSBPRP, and the future Redlands Passenger Rail Project. DSBPRP will include the extension of Metrolink regional passenger rail service approximately 1 mile east from its current terminus at the existing San Bernardino Metrolink Station/Santa Fe Depot to a new Metrolink commuter rail terminus at the intersection of Rialto Avenue and E Street in the City of San Bernardino.

***Financial Impact:*** This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 Budget. The CTSGP grant does not require matching funds.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 13, 2014. SANBAG General Counsel has reviewed the Resolutions as to form.

***Responsible Staff:*** Andrea Zureick, Director of Fund Administration and Programming

**RESOLUTION NO. 14-010**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPLY TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDS UP TO \$1,487,219 FOR THE SAN BERNARDINO TRANSIT CENTER PROJECT AND REDLANDS FIRST MILE PROJECT AND TO EXECUTE NECESSARY DOCUMENTATION TO OBTAIN THE FUNDS AND ENSURE CONTINUED COMPLIANCE WITH THE REQUISITE ASSURANCES, AND STATE AND FEDERAL LAWS**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for 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; and

WHEREAS, the California Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the San Bernardino County Transportation Commission (Commission) is eligible to receive CTSGP funds; and

WHEREAS, Commission will apply for Fiscal Year 2012/2013 CTSGP funds in an amount up to \$500,000 for the San Bernardino Transit Center project and \$987,219 for the Redlands First Mile project, for a total amount of \$1,487,219; and

WHEREAS, Commission recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires Commission to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of Commission to execute documents, take actions necessary to obtain CTSGP funds from Cal OES, and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

**NOW, THEREFORE**, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. The above recitals are true and correct and are incorporated in full by this reference.

Section 2. Raymond Wolfe, Executive Director, and/or his designee, is hereby authorized to execute necessary documentation for and on behalf of Commission, a public entity established under the laws of the State of California, and take any actions necessary for the

purpose of obtaining financial assistance provided by the California Office of Emergency Services under the CTSGP.

Section 3. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on \_\_\_\_\_, 2014, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
W.E. Jahn, Chairperson  
San Bernardino County Transportation Commission

ATTEST:

\_\_\_\_\_  
Vicki Watson,  
Clerk of the Commission

**RESOLUTION NO. 14-015**

**A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPLY TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDS UP TO \$1,597,771 FOR THE REDLANDS FIRST MILE PROJECT AND TO EXECUTE NECESSARY DOCUMENTATION TO OBTAIN THE FUNDS AND ENSURE CONTINUED COMPLIANCE WITH THE REQUISITE ASSURANCES, AND STATE AND FEDERAL LAWS**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for 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; and

WHEREAS, the California Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the San Bernardino County Transportation Commission (Commission) is eligible to receive CTSGP funds; and

WHEREAS, Commission will apply for Fiscal Year 2013/2014 CTSGP funds in an amount up to \$1,597,771 for the Redlands First Mile project; and

WHEREAS, Commission recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires Commission to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of Commission to execute documents, take actions necessary to obtain CTSGP funds from Cal OES, and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

**NOW, THEREFORE**, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. The above recitals are true and correct and are incorporated in full by this reference.

Section 2. Raymond Wolfe, Executive Director, and/or his designee, is hereby authorized to execute necessary documentation for and on behalf of Commission, a public entity established under the laws of the State of California, and take any actions necessary for the purpose of obtaining financial assistance provided by the California Office of Emergency Services under the CTSGP.

Section 3. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on \_\_\_\_\_, 2014, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
W.E. Jahn, Chairperson  
San Bernardino County Transportation Commission

ATTEST:

\_\_\_\_\_  
Vicki Watson,  
Clerk of the Commission

**DISCUSSION  
ITEMS**



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

*Minute Action*

AGENDA ITEM: 20

**Date:** April 9, 2014

**Subject:** Update on the Freeway Service Patrol Program and 2013 Freeway Service Patrol Driver Recognition Awards

**Recommendation:**\* Receive information pertaining to the San Bernardino Freeway Service Patrol Program, and the acknowledgement of the 2013 Top Driver and Drivers of Excellence Awards.

**Background:** The Freeway Service Patrol (FSP) consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The stretch of highway that the fleet roams up and down is referred to as a "Beat". FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reducing traffic congestion, as well as decreasing fuel consumption, vehicular emissions, and secondary incidents. San Bernardino County began its program in January 2006 and now has eight (8) separate Beats in operation.

Since the program's inception, the FSP Program has assisted more than 270,000 motorists on San Bernardino County highways. Highly trained FSP Tow Drivers provide a wide range of services to motorists and work closely with the California Highway Patrol (CHP) while doing so. The assists range from a flat tire change to a battery jump start. Or, from providing a gallon of gas to performing a driver safety check, which is when a driver will check on a vehicle that is parked alongside the freeway to see if the motorist, if available, is in need of assistance and provide information on the program. FSP Drivers can also help a motorist

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA	X	SAFE	X	CMA	X
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*Check all that apply.*

when they have accidentally locked their keys in the car while stopped along the freeway.

In 2013, FSP drivers have assisted more than 31,000 stranded motorists. The type of assistance they provided is broken down into the following categories:

Assist Type	2013 count
Abandoned vehicle	1,557
Accident	2,360
Debris removal	2,530
Electrical problem	733
Flat tire	4,714
Driver safety check	11,496
Lock-out	12
Mechanical	4,325
Out of gas	2,521
Overheated	1,206
Fire	26
Unable to locate	74

The FSP program has received more than 8,000 comments from motorists that have been assisted by San Bernardino County FSP drivers. Overall, 99.6% rated their experience as excellent or good.

For the past five (5) years, the Top Driver and the Drivers of Excellence of the prior calendar year are selected and recognized. Awards are based on the following criteria:

1. The driver must perform a minimum of 1,000 assists in the prior calendar year.
2. The driver must not have any "write-ups" during the period (occurs when a driver does not follow FSP procedures).
3. The driver must not have any "late arrivals" when starting their "Beat".
4. The driver's accuracy rating when entering assist data into the data device must be extremely high, with approximately less than a one percent error rate.
5. The driver received numerous compliments from the motorists they assisted.

The following drivers were recognized on March 11<sup>th</sup> for their outstanding efforts, high level of professionalism, and the customer service they provided to stranded motorists along San Bernardino County freeways.

- **Top Driver** - Hector Reyes, of Pepe's Towing in Colton. Hector has been with the San Bernardino FSP Program for more than five years and assisted more than 2,000 motorists during the 2013 calendar year.
- **Three Drivers of Excellence**, who collectively provided more than 5,300 assists during the 2013 calendar year are as follows:
  1. Alejandro Estudillo of Pepe's Towing in Colton
  2. Cesar Rendon of Steve's Towing in Rancho Cucamonga
  3. Matthews Smith of Roy and Dot's Towing in Rialto

These four FSP drivers provided more than 7,000 motorist assists in 2013. Congratulations to these four drivers and all the other drivers that help make the San Bernardino FSP Program a huge success.

**Financial Impact:** There is no financial impact related to this informational item. The San Bernardino County FSP Program receives an annual allocation from the State of California to implement FSP services, which is matched 20% by local revenues.

**Reviewed By:** This item was received by the General Policy Committee on March 12, 2014.

**Responsible Staff:** Duane A. Baker, Director of Management Services



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

*Minute Action*

AGENDA ITEM: 21

**Date:** April 9, 2014

**Subject:** Presentation on the Give BIG San Bernardino County Campaign

**Recommendation:**\* Receive and file the information.

**Background:** Andrea Mitchel, who is working with The Community Foundation as Program Coordinator for the Give BIG San Bernardino County campaign which will take place during a 24-hours period starting at 7:00 a.m. on Thursday, May 8, 2014, will give a presentation on this first countywide campaign supporting organizations that help those most in need in San Bernardino County.

The goal of this campaign is to increase the number of individual donors to nonprofits thus increasing their long-term sustainability and philanthropy in our county. Nonprofits with more stable donor bases have the ability to improve the quality of life for residents of San Bernardino County.

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

**Reviewed By:** This item has not received prior policy committee or technical advisory committee review.

**Responsible Staff:** Duane A. Baker, Director of Management Services

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*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.  
 BRD1404b-dab



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

*Minute Action*

AGENDA ITEM: 22

**Date:** April 9, 2014

**Subject:** Draft Reauthorization Proposals from the South Coast Air Quality Management District

**Recommendation:\*** Direct staff to work with the South Coast Air Quality Management District (SCAQMD) to address remaining items of concern in the draft freight proposals for the next transportation reauthorization bill.

**Background:** On March 21, 2014, the SCAQMD requested that the draft proposals for modifications to federal surface transportation reauthorization law be presented to the SANBAG Board of Directors (Attachment A). These eight freight related proposals are contemplated as part of any extension to the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) or to be incorporated into a new reauthorization bill.

The first proposal modifies the provisions in MAP-21 allowing an increased federal share for projects that improve the flow of freight, reduce environmental impacts, improve technology, and other goods movement related projects. SCAQMD proposes to add language to further define the reduction of environmental impacts to include advanced freight transport technologies such as alternative fuel/power trucks, locomotives and cargo handling equipment. They also propose to remove the reference to focusing these reduction efforts on the primary freight network.

\*

*Approved*  
 Board of Directors

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply.

BRD1404b-wvs

<http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1404/AgendaItems/BRD1404b1-wvs.pdf>

The second and third proposals add grant programs totaling \$100 million per year for five years to fund the development, demonstration, and deployment of advanced freight technologies, as well as fueling and charging infrastructure.

The fourth and fifth proposals direct the Secretary of Transportation to work with the U.S. Environmental Protection Agency (EPA) on fuel efficiency regulations to incentivize the more rapid deployment of advanced freight transport technologies and to consider demonstration projects in federal fleets.

The sixth and seventh proposals establish additional grant programs for commuter and passenger rail locomotive technologies totaling \$120 million per year for five years.

The last proposal extends the regulatory authority of air quality agencies to mobile sources, with the concurrence of the EPA Administrator, in the event that a state implementation plan includes all feasible measures to achieve national ambient air quality standards, yet remains as a non-attainment area.

Together, the proposals raise a number of questions we hope can be further clarified by SCAQMD. Most notably, the grant programs proposed in the attached language total \$1.1 billion over five years. The proposal is silent about the source of funding for these new programs. Absent a new funding source for the next reauthorization bill, these new programs will have to come at the expense of other existing programs in MAP-21. Adding new programs raises significant concerns when existing programs and funds are already highly oversubscribed.

The proposed language also contains a number of undefined terms which leave the implementation of these programs open to significant interpretation by the responsible agencies. This language includes section (d) (2) (A) and (B) in Proposal 1 and (c) (A) of Proposal 7. The final proposal (8) also appears to preempt the authority of local agencies and is of concern.

Lastly, with a number of freight related air quality regulations recently implemented both at the federal level and at the state level through AB 32 (Chapter 488, Statutes of 2006), there could be a concern amongst the impacted industries that these could be considered additional requirements when existing regulations are still being developed and implemented.

SANBAG staff will continue to work with SCAQMD staff on revised language to address the items of concern noted above.

**Financial Impact:** This item has no fiscal impact on the Fiscal Year 2013/2014 SANBAG Budget.

**Reviewed By:** This item has not received prior policy committee or technical advisory review.

**Responsible Staff:** Wendy Strack, Director of Legislative and Public Affairs

# DRAFT

## As Presented to SCAQMD Legislative Committee on March 14, 2014

### SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT PROPOSALS FOR FEDERAL TRANSPORTATION LEGISLATION:

#### ADVANCED TECHNOLOGIES TO REDUCE AIR POLLUTION FROM FREIGHT TRANSPORT TO SUPPORT ATTAINMENT OF FEDERAL AIR QUALITY STANDARDS

##### **Proposal 1. Increased Federal Funding Share for Infrastructure Enabling or Incentivizing Advanced Freight Technologies**

*Amend MAP-21 Section 1116 as follows (proposed amendments are shown in underline/strike-out):*

##### SEC. 1116. PRIORITIZATION OF PROJECTS TO IMPROVE FREIGHT MOVEMENT.

- (a) IN GENERAL.—Notwithstanding section 120 of title 23, United States Code, the Secretary may increase the Federal share payable for any project to 95 percent for projects on the Interstate System and 90 percent for any other project if the Secretary certifies that the project meets the requirements of this section.
- (b) INCREASED FUNDING.—To be eligible for the increased Federal funding share under this section, a project shall—
  - (1) demonstrate the improvement made by the project to the efficient movement of freight, including making progress towards meeting performance targets for freight movement established under section 150(d) of title 23, United States Code; and
  - (2) be identified in a State freight plan developed pursuant to section 1118.
- (c) ELIGIBLE PROJECTS.—Eligible projects to improve the movement of freight under this section may include, but are not limited to—
  - (1) construction, reconstruction, rehabilitation, and operational improvements directly relating to improving freight movement;
  - (2) intelligent transportation systems and other technology to improve the flow of freight;
  - ~~(3) efforts to reduce the environmental impacts of freight movement on the primary freight network;~~
  - (4) railway-highway grade separation;
  - (5) geometric improvements to interchanges and ramps.
  - (6) truck-only lanes;
  - (7) climbing and runaway truck lanes;
  - (8) truck parking facilities eligible for funding under section 1401;
  - (9) real-time traffic, truck parking, roadway condition, and multimodal transportation information systems;

# DRAFT

- (10) improvements to freight intermodal connectors; and
- (11) improvements to truck bottlenecks.
- (d) DEFINITION OF "EFFORTS TO REDUCE THE ENVIRONMENTAL IMPACTS OF FREIGHT MOVEMENT."—As used in Section 1116 (c)(3), "efforts to reduce the environmental impacts of freight movement" shall include, but not be limited to,—
  - (1) transportation infrastructure that enables or incentivizes utilization of Advanced Freight Transport Technologies (as defined in subsection (e)), including, but not limited to, construction of —
    - (A) infrastructure that is dedicated for use by Advanced Freight Transport Technologies, such as highway lanes, rail lines, or lanes providing expedited access to freight facilities;
    - (B) infrastructure that will be operated in a manner to create incentives for use by Advanced Freight Transport Technologies, such as through toll or access fee discounts for highways or freight facilities; and
    - (C) fueling or charging infrastructure, or wayside power, to provide energy for Advanced Freight Transport Technologies; and
  - (2) actions to reduce public health impacts in communities near freight facilities caused by emissions from freight movement, including, but not limited to—
    - (A) deployment of advanced freight technologies or other technologies and strategies to reduce emissions near such communities beyond the benefits of adopted regulatory standards; and
    - (B) establishment of sufficient distance between diesel-powered freight operations and communities, schools, workplaces and other sensitive receptors to prevent significant health impacts.
- (e) DEFINITION OF ADVANCED FREIGHT TRANSPORT TECHNOLOGY. — Advanced Freight Transport Technologies shall include the following:
  - (1) TRUCKS. — Heavy-duty trucks powered by—
    - (A) fuel cells;
    - (B) electricity;
    - (C) hybrid-electric technologies with significant zero-emission range, which may use range extenders powered by diesel, natural gas, fuel cells or other power sources; "significant zero-emission range" shall be defined by the Administrator of the EPA so as to encompass a substantial portion of typical daily service in nonattainment areas; or
    - (D) any other technology that emits nitrogen oxides and fine particulates (PM2.5) at rates at least 90% lower than the most stringent applicable emission standards adopted by EPA, or which the Administrator of the EPA

# DRAFT

determines creates sufficiently low emissions of such pollutants to meet the air quality attainment needs of all areas designated nonattainment under the Clean Air Act (including areas classified as Extreme Ozone nonattainment.)

- (2) LOCOMOTIVES. — Freight locomotives powered by —
- (A) natural gas with advanced emission controls achieving emission levels substantially lower than EPA Tier 4 locomotive standards (as determined by the Administrator of the EPA);
  - (B) fuel cells;
  - (C) electricity;
  - (D) hybrid-electric technologies with significant zero-emission range, which may use range extenders powered by diesel, natural gas, fuel cells or other power sources; “significant zero-emission range” shall be determined by the Administrator of the EPA so as to encompass a substantial portion of typical service in nonattainment areas; or
  - (E) any other technology satisfying the criteria in paragraph (e)(1)(D) above.
- (3) CARGO HANDLING. — Cargo handling equipment powered by —
- (A) electricity;
  - (B) fuel cells;
  - (A) hybrid-electric technologies with significant zero-emission range, which may use range extenders powered by diesel, natural gas, fuel cells or other power sources; “significant zero-emission range” shall be determined by the Administrator of the EPA so as to encompass a substantial portion of typical daily service; or
  - (C) any other technology satisfying the criteria in paragraph (e)(1)(D) above.

## **Proposal 2. Grant Program for Development, Demonstration and Deployment of Advanced Freight Transport Technologies (New)**

- (a) **GRANT PROGRAM AUTHORIZATION.** — There shall be authorized \$50 million per year for five years to fund eligible projects and programs to develop and demonstrate Advanced Freight Transport Technologies (as defined in Proposal 1), and provide incentives for commercialization and deployment in major freight corridors to support broad markets for advanced technologies.
- (b) **ELIGIBLE PROJECTS AND PROGRAMS.** — Projects and programs eligible for funding under this section shall be undertaken by a state or local government in partnership with academic or industry participants, and shall be designed to —

# DRAFT

- (1) develop, improve, or expand applications for Advanced Freight Transport Technologies;
  - (2) implement prototype demonstrations, or larger scale demonstrations, of Advanced Freight Transport Technologies;
  - (3) assist in overcoming obstacles to commercialization of Advanced Freight Transport Technologies; or
  - (4) provide incentives for commercialization and deployment of Advanced Freight Transport Technologies in major freight corridors. Incentives under this paragraph may include, but are not limited to, subsidies or financing of the incremental capital cost of Advanced Freight Transport Technologies; discounted tolls for Advanced Technology vehicles; dedicated lanes to expedite access to ports and railyards by Advanced Technology vehicles; and public recognition programs for companies utilizing Advanced Technologies.
- (c) **PROCESS AND FUNDING PRIORITIES** – The Secretary shall establish a competitive grant program, and shall prioritize funding for projects or programs that involve –
- (1) technology development and demonstration by entities with a history of successful technology advancement, and expertise regarding emission reduction needs in an area substantially impacted by freight emissions;
  - (2) technologies that have potential to provide economic and other co-benefits, including ability to move larger volumes of goods with less energy and emissions, fuel and maintenance cost reductions, improved energy cost certainty, job creation in the United States, and reduction in emissions impacting climate;
  - (3) a variety of technologies in order to support choice for freight carriers;
  - (4) technology deployment in major freight corridors located in areas of the nation that are designated nonattainment under the Clean Air Act and are substantially impacted by freight emissions, with priority for initial deployment in communities that are located near freight facilities and most significantly impacted by local diesel emissions; and
  - (5) leveraging of resources and funds through partnerships with state or local government, industry, academia, nonprofit or foundation, or other sources; and
- (d) **MINIMUM FUNDING MATCH.**--Eligible projects and programs shall include at least a 20 percent funding match from non-federal sources.
- (e) **FEDERAL AGENCY COORDINATION.** – The Secretary shall seek to coordinate funding under this section with technology development, demonstration and deployment funding by other federal agencies, to maximize effective and efficient use of resources.

# DRAFT

## **Proposal 3. Grant Program for Fueling and Charging Infrastructure (New)**

- (a) **GRANT PROGRAM AUTHORIZATION.** – There shall be authorized \$50 million each year for five years for the Secretary of Transportation to provide grants for projects or programs that fund installation of fueling and charging infrastructure for trucks, locomotives and cargo handling equipment employing Advanced Freight Transport Technologies (as defined in Proposal 1).
- (b) **ELIGIBLE PROJECTS AND PROGRAMS.** – Projects and programs eligible for funding under this section shall be undertaken by a state or local government in partnership with industry participants.
- (c) **PROCESS AND FUNDING PRIORITIES** – The Secretary shall establish a competitive grant program, and shall prioritize funding for projects or programs that involve –
  - (1) deployment along major freight corridors located in areas of the nation that are designated nonattainment under the Clean Air Act and are substantially impacted by freight emissions, with priority for initial deployment in communities that are located near freight facilities and most significantly impacted by local diesel emissions;
  - (2) fueling and charging infrastructure for a variety of technologies in order to support choice for freight carriers; and
  - (3) leveraging of resources and funds through partnerships with state or local government, industry or other sources.
- (d) **MINIMUM FUNDING MATCH.** -- Eligible projects and programs shall include at least a 20 percent funding match from non-federal sources.
- (e) **FEDERAL AGENCY COORDINATION.** – The Secretary shall seek to coordinate funding under this section with fueling and charging infrastructure funding by other federal agencies, to maximize effective and efficient use of resources.

## **Proposal 4. Incentives in Fuel Economy Standards (New)**

- (a) **INCENTIVES.** – The Secretary shall, after consulting with the Administrator of the EPA, ensure that regulations adopted after (date of enactment) pertaining to fuel efficiency for heavy duty trucks are designed to create incentives for deployment of increasing numbers of trucks employing Advanced Freight Transport Technologies (as defined in Proposal 1). Such incentives may take the form of additional credit for trucks employing Advanced Freight Transport Technologies; or any other form of incentive that the Secretary determines is likely to significantly incentivize development and commercialization of such technologies in time to support attainment of ozone air quality standards under the Clean Air Act.
- (b) **FUEL AND TECHNOLOGY NEUTRALITY.** – Incentive programs under this section shall be designed to be fuel-neutral and technology-neutral.

# DRAFT

## **Proposal 5. Federal Fleets (New)**

- (a) The Secretary shall make information available to procurement programs of federal agencies regarding the potential to demonstrate Advanced Freight Transport Technologies funded under this act.
- (b) No later than 18 months after (date of enactment), the *(insert Executive Branch office)* shall establish and publish policies for federal agencies to acquire Advanced Freight Transport Technologies to the maximum extent operationally and financially feasible.

## **Proposal 6. COMMUTER RAIL TIER 4 LOCOMOTIVE GRANT PROGRAM (New)**

- (a) GRANT PROGRAM AUTHORIZATION. – There shall be authorized \$80 million per year for five years for a competitive grant program to assist commuter rail agencies upgrade their fleet to the least-polluting technology by:
  - (1) Replacing existing locomotives that meet but do not exceed the EPA Tier Zero, Tier 1 or Tier 2 emission standards, with locomotives that meet the EPA’s Tier 4 emission standards, or
  - (2) Retrofitting the engines of existing locomotives that meet but do not exceed the EPA Tier Zero, Tier 1 or Tier 2 emission standards, to engines that meet EPA’s Tier 4 emission standards
- (b) ELIGIBILITY – All commuter rail agencies which have begun, as of July 1, 2014, to replace Tier zero, Tier 1 or Tier 2 locomotives with Tier 4 locomotives, and which serve an area designated as nonattainment for PM2.5 and nonattainment for ozone under the Clean Air Act.
- (c) LOCAL SHARE – The local share of 30% shall be calculated on a fleet-wide basis and not a locomotive by locomotive basis. A commuter rail agency shall be deemed to have met the 30% local match if it provides funding for at least 30% of the cost to replace at least 50% of its Tier 0, Tier 1 and Tier 2 locomotives in its fleet as of July 1, 2013, even if those funds have already been expended on Tier 4 locomotives before the enactment of this Act.
- (d) AVAILABILITY OF FUNDS – Any amount made available under this section—
  - (1) Shall remain available to a project for 3 years after the fiscal year for which the amount is made available or appropriated; and
  - (2) That remains unobligated at the end of the period described in paragraph (1) shall be added to the amount made available in the following year.

## **Proposal 7. Grant Program for Development, Demonstration and Deployment of Advanced Passenger Locomotive Technology (New)**

# DRAFT

- (a) GRANT PROGRAM AUTHORIZATION. – There shall be authorized \$40 million per year for five years to fund eligible projects and programs to develop and demonstrate advanced passenger locomotive technologies.
- (b) ELIGIBILITY.—
  - (1) Applicants for grants under this section must be commuter rail agency, although they may partner with academic participants, cities, counties, MPOs, state or local air quality agencies, and/or industry participants.
  - (2) Projects and programs eligible for funding under this section shall be designed to –
    - (A) develop, improve, or expand applications for advanced passenger locomotive technologies; or
    - (B) implement prototype demonstrations, or larger scale demonstrations, of advanced passenger locomotive technologies.
- (c) DEFINITION OF ADVANCED PASSENGER LOCOMOTIVE TECHNOLOGIES. -- Advanced Passenger Locomotive Technologies shall mean passenger locomotives powered by –
  - (A) natural gas with advanced emission controls achieving emission levels substantially lower than EPA Tier 4 locomotive standards (as determined by the Administrator of the EPA);
  - (B) fuel cells;
  - (C) an electric battery tender car;
  - (D) hybrid-electric technologies with significant zero-emission range, which may use range extenders powered by diesel, natural gas, fuel cells or other power sources; “significant zero-emission range” shall be determined by the Administrator of the EPA so as to encompass a substantial portion of typical service in nonattainment areas; or
  - (E) refueling and/or recharging infrastructure for locomotives powered by fuels mentioned in subparagraphs (A), (B), (C), (D), or (E).
- (d) MINIMUM FUNDING MATCH.--Eligible projects and programs shall include at least a 20 percent funding match from non-federal sources.

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## **Proposal 8. Federal Regulations to Implement State Implementation Plans Under the Clean Air Act (New)**

*The following proposal is in response to a request by Chairman Burke at the February Legislative Committee meeting for draft legislation authorizing AQMD to regulate “federal” sources. This proposal would require EPA to adopt rules to implement the State Implementation Plan (SIP) in circumstances where state and local authority is preempted. Like the above proposals for surface transportation legislation, this proposal would potentially affect equipment involved in freight transport, i.e. interstate trucks and locomotives (in addition to ships and aircraft). This proposal, however, is drafted to amend the Clean Air Act, because the proposal would implement SIPs under that act. It would need to be determined whether this proposal is sufficiently germane to the surface transportation bill to be included in that legislation.*

# DRAFT

*Proposal: Add new Subdivision 110(q) to the Clean Air Act, to read as follows:*

**(a) FEDERAL ATTAINMENT MEASURES. —**

- (1)** The Administrator shall promulgate regulations applicable to sources within the regulatory authority of the Environmental Protection Agency which shall be sufficient, in conjunction with measures contained in the applicable state implementation plan, to attain all national primary ambient air quality standards throughout the United States by the applicable attainment dates.
- (2)** The duty imposed by this subdivision applies if the Administrator concurs with a state's finding in a state implementation plan revision that the state implementation plan includes all feasible measures that are not preempted by federal law, yet one or more nonattainment areas is unable to attain a national ambient air quality standard by the applicable date. The Administrator shall concur with, or disapprove, a state's finding within the time required to act on the implementation plan revision.
- (3)** The regulations required by this subdivision may, in the Administrator's discretion, be applicable only to one or more specified states, regions, or nonattainment areas.
- (4)** In implementing this subdivision, the Administrator may adopt regulations applicable to motor vehicles and engines, and to non-road vehicles and engines, which are no longer new.



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

*Minute Action*

AGENDA ITEM: 23

**Date:** April 9, 2014

**Subject:** Transportation Investment Generating Economic Recovery (TIGER) Grant Application Submittal

- Recommendation:\***
1. Receive information on possible SANBAG TIGER grant submittals.
  2. Delegate authority for approval of the TIGER grant submittals, including approval of matching funds, to the Board of Directors Metro Valley Study Session.

**Background:** The United States Department of Transportation (DOT) has released a Notice of Funding Availability (NOFA) under the Consolidated Appropriations Act, 2014. An appropriation of \$600 million was made available through the TIGER Discretionary Grant program. TIGER Grant funding will be awarded on a competitive basis and applications must be submitted by April 28, 2014.

Project readiness continues to be a primary criterion in awarding TIGER grants. TIGER 2014 funding must be obligated prior to September 30, 2016 and funds expended by September 30, 2021. Due to the local and regional benefits of infusing federal dollars into local programs, staff is in the process of reviewing potential projects that could be considered for a submittal under this round of TIGER grants. The following two projects have been identified for possible grant application submittals:

\*

*Approved  
 Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	CTC	CTA	X	SAFE	CMA
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*Check all that apply.*

- Redlands Passenger Rail Project – Release of the draft environmental document is expected in Spring 2014 with completion of design expected by early 2016. Based on the current schedule, it would appear as if Redlands Rail could satisfy the TIGER grant obligation deadline, but the timeline is tight.
- Metrolink Pedestrian and Bicycle Accessibility – SANBAG’s award-winning study “Improvements to Transit Access for Cyclists and Pedestrians” identified multiple projects in each Metrolink station area that should be considered for implementation to improve mobility and station access. A package of projects is being identified and considered for submittal in concert with local jurisdiction input. There is an opportunity for SANBAG to take the lead on project development and delivery for this package of multi-jurisdictional projects, which could then qualify for the TIGER minimum grant of \$10 million. The previous round of TIGER grants awarded funds to a number of pedestrian and bicycle projects, and there is a potential for this round as well.

As the Notice of Funding Availability was just released, staff will continue to pursue other opportunities under the TIGER grant program as well, but the two projects listed above appear to have the greatest potential. The program requires a 20% local match for all projects awarded TIGER grant funds, except for projects in rural areas. Staff is requesting that the Board delegate authority for approval of the TIGER grant submittals, including approval of matching funds, to the Metro Valley Study Session. If SANBAG projects are awarded funding under this grant program, staff will provide confirmation of the sources of matching funds and any associated budget amendments at that time.

**Financial Impact:** This item has no impact on the Fiscal Year 2013/2014 SANBAG Budget. However, local matching funds would be required. Substantial matching funds are already identified for the Redlands Rail project. Possible sources of match for the Metrolink bicycle/pedestrian project could include a combination of local contributions, Transportation Development Act (TDA) Article 3 funds, and Measure I funding. Further development of the projects is needed before the specific matching funds can be identified.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 12, 2014. The concepts for TIGER grant submittal were discussed with the Transportation Technical Advisory Committee on March 3, 2014.

**Responsible Staff:** Steve Smith, Director of Planning



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

*Minute Action*

AGENDA ITEM: 24

**Date:** April 9, 2014

**Subject:** Award Construction Contract No. C13146 for Interstate 15 (I-15)/Base Line Road Interchange Project

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

1. Award Construction Contract No. C13146 based on the competitive low bid process for the I-15/Base Line Road Interchange Project to a contractor and in an amount to be determined.
2. Approve Allowances/Contingency for Contract No. C13146 on the I-15/Base Line Road Interchange Project in the amount to be determined.

**Background:** This agenda item provides for award of a new contract based on the competitive low bid process. Bids are expected on March 27, 2014 with documentation supporting the contractor's Good Faith Efforts (GFE) to achieve the 8.2% Disadvantaged Business Enterprises goal due four business days later. After bids are opened and the GFE documentation is received and reviewed, a revised agenda item will be presented to the Board with the recommendation for award to the lowest responsible bidder and approval of a contingency.

\*

COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.

Approved  
Board of Directors

Date: \_\_\_\_\_

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: \_\_\_\_\_

In June 2013, the Board of Directors, acting as the San Bernardino County Transportation Commission, authorized release of Invitation for Bids (IFB) 13146 and authorized staff to proceed directly to the Board with a recommendation for award of a construction contract for the I-15/Base Line Road Interchange Project.

The engineer's construction cost estimate is \$30 million. With supplemental items, agency furnished items, and contingency, the total project is estimated at \$33.9 million.

On February 5, 2014, San Bernardino Associated Governments (SANBAG) received federal funding authorization for the construction phase for the I-15/Base Line Road Interchange Project. On February 11, 2014, the Invitation for Bids was advertised. Bids are due on March 27, 2014.

Staff is also recommending approval of Allowances/Contingency for Contract No. C13146 for the I-15/Base Line Road Interchange Project, consisting of supplemental items, agency furnished materials, and a 10% contingency based on the lowest responsible bidder verified amount.

***Financial Impact:*** Funding for the contract is provided under Task No. 0892 I-15 Base Line Road Interchange.

***Reviewed By:*** At the June 5, 2013 Board meeting, approval was given to take award of Contract No. C13146 directly to the Board without prior Policy Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item.

***Responsible Staff:*** Garry Cohoe, Director of Project Delivery



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

*Minute Action*

AGENDA ITEM: 25

**Date:** April 9, 2014

**Subject:** Inland Empire 66ers Cooperation and Indemnity Agreement

**Recommendation:\*** Authorize the Executive Director or his designee to execute Contract No. C14160 Cooperation and Indemnity Agreement between San Bernardino Associated Governments and the Inland Empire 66ers

**Background:** A parking lot is to be constructed in downtown San Bernardino as part of the Downtown San Bernardino Passenger Rail Project (DSBPRP) and San Bernardino Transit Center (SBTC). The property on which the parking lot is to be constructed is currently a vacant dirt lot located immediately north of the San Manuel Stadium, which is where the Inland Empire 66ers play home games. Approximately ten times each season, the team shoots off fireworks after the game. The location of the launching and fallout area for the fireworks is the property that will eventually become the parking lot discussed above. The property is currently owned by the Successor Agency to the former City of San Bernardino Redevelopment Agency and the team has had a long standing arrangement with the City/RDA for the use of the property for these purposes.

As part of the right-of-way acquisition process for the DSBPRP and SBTC, the subject property was included in the condemnation action and San Bernardino Associated Governments (SANBAG) now has legal possession of the property as well as temporary construction easements through the existing baseball stadium parking lots for the construction of a storm drain. The 66ers approached

\*

*Approved  
 Board of Directors*

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	CTC	X	CTA	X	SAFE	CMA
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Check all that apply.

BRD1404a-cd

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C14160.pdf>

SANBAG staff regarding the possibility of continuing to use the site during construction for the fireworks display. Even though SANBAG already secured possession and temporary construction easements necessary to construct the storm drain and parking lot, in the spirit of cooperation and to mitigate any potential future claims of loss of business due to the construction of the storm drain, it was determined that allowing the use of the parking lot property for the fireworks for the duration of the season would be in the interest of both SANBAG and the 66ers. SANBAG Legal Counsel drafted an agreement to outline each parties various roles and responsibilities.

In exchange for SANBAG allowing the team to use the property for fireworks, the team is releasing any potential claims related to SANBAG's acquisition of the property and easements for the projects; fully indemnifying SANBAG against any claims arising from the fireworks; adding both SANBAG and its contractors to the insurance policy for the fireworks and agreeing to fully cooperate with SANBAG and its contractors in providing access to, and permitting the construction of, the storm drain across the storm drain easement. The duration of this agreement is only for the 2014 season, however it is anticipated the team will want to continue use of the property in subsequent seasons for the same use. If such a request is made by the team, a new agreement will be prepared and brought back to the Board for consideration at that time.

**Financial Impact:** This item has no financial impact. This is a zero dollar amount agreement for the duration of the 2014 baseball season.

**Reviewed By:** This item has not received prior policy committee or technical advisory committee review. This item has been reviewed and approved by SANBAG Legal Counsel.

**Responsible Staff:** Mitch Alderman, Director of Rail & Transit Programs



## CONTRACT SUMMARY SHEET

Contract No. C 14160 Amendment No. \_\_\_\_\_

By and Between

Inland Empire 66ers and San Bernardino Associated Governments

**Contract Description** Cooperation and indemnity Agreement between San Bernardino Associated Governments and the Inland Empire 66ers for use of SANBAG property for fireworks

**Board of Director's Meeting Date:** April 9, 2014  
**Overview of BOD Action:** Authorize the Executive Director or his designee to execute Contract No. C14160 Cooperation and Indemnity Agreement between San Bernardino Associated Governments and the Inland Empire 66ers  
 Is this a Sole-Source procurement?  Yes  No

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

Contract Start Date April 9, 2014	Current Contract Expiration Date September 30, 2014	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

**FINANCIAL INFORMATION**

Budget authority for this contract currently exists in Task No. \_\_\_\_\_  
 A Budget Amendment is required.  
 How are we funding current FY?

Federal Funds |  State Funds |  Local Funds |  TDA Funds |  Measure I Funds

*Provide Brief Overview of the Overall Funding for the duration of the Contract:*

Payable  Receivable

**CONTRACT MANAGEMENT INFORMATION**

Check all applicable boxes:

Retention? If yes, indicate % \_\_\_\_\_  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

Casey Dailey		3.31.14
Project Manager (Print Name)	Signature	Date
Mitch Alderman		3/31/14
Task Manager (Print Name)	Signature	Date
Andrea Zureckic		3/31/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		4/1/14
Contract Administrator (Print Name)	Signature	Date
William Stawarski		
Chief Financial Officer (Print Name)	Signature	Date

**CONTRACT NO. C14160**  
**San Bernardino**  
**Associated Governments**

**COOPERATION AND**  
**INDEMNITY AGREEMENT**

This Cooperation and Indemnity Agreement (“Agreement”) is entered into by and between San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission and the San Bernardino County Transportation Authority (“SANBAG”), and the Inland Empire 66ers Baseball Club of San Bernardino, Inc., a California corporation (“TEAM”), with reference to the following facts:

- A. TEAM operates a professional baseball franchise which plays its home games at San Manuel Stadium in San Bernardino, California (“Stadium”), under a lease with the City of San Bernardino (“CITY”) and utilizes property owned by the Successor Agency to the Former City of San Bernardino Redevelopment Agency adjacent to the Stadium (“Parking Property”) for, among other things, parking for its events at the Stadium. The Parking Property is described and/or depicted on Exhibit A attached hereto and incorporated herein by this reference. TEAM’s rights of use of the Parking Property is not documented and not of record.
- B. SANBAG is a public agency which acquires property for, and designs, builds, owns, operates and maintains transportation facilities, both alone and in conjunction with other public agencies. SANBAG is currently acquiring property for and designing and building two projects in proximity to the Stadium, as follows: (i) The San Bernardino Transportation Center (“SBTC”), a multimodal transportation hub for rail and bus transportation; and the Downtown San Bernardino Passenger Rail Project (“DSBPRP”), an extension of Metrolink usable railroad tracks and facilities from the Old Santa Fe Depot, located at 1170 W. 3<sup>rd</sup> Street, San Bernardino, to the SBTC, to be located at the southwest corner of Rialto and E Streets, immediately north of the Stadium and Parking Property (the SBTC and the DSBPRP are, collectively, referred to herein as the “Projects”).
- C. As part of the Projects, SANBAG has initiated eminent domain proceedings to acquire property north of the Parking Property for a parking lot for the SBTC (“SBTC Lot”) and easements across portions of the Parking Property for the installation of a storm drain (“Storm Drain Easements”). The SBTC Lot is also depicted on Exhibit A. SANBAG has received an Order of Possession for the SBTC Lot and the Storm Drain Easements across the Parking Property, granting SANBAG full rights of use and full control of the SBTC Lot and all rights necessary for the construction of the storm drains across the Parking Property and all related purposes and uses.
- D. TEAM desires to use portions of the SBTC Lot as a staging and buffer area for fireworks displays for its games and events at the Stadium for the 2014 baseball season. TEAM desires to use the SBTC Lot for fireworks displays on the following dates: April 11, 2014; April 18, 2014; May 2, 2014; May 22, 2014; June 13, 2014; June 27, 2014; July 4, 2014; July 5, 2014; July 18, 2014; August 1, 2014; and

August 22, 2014. Additionally, TEAM shall have the right to submit additional date(s) to SANBAG with a minimum of fourteen (14) days written notice (email or US Mail) prior to the requested date. This flexibility is intended to cover instances when TEAM is involved in the California League Playoffs or there is similar cause for proportionate celebration. Approval of such additional date(s) shall be at the sole discretion of SANBAG; however, in any event, SANBAG shall respond to TEAM's request within seven (7) days of receipt.

- E. SANBAG will derive no benefit or profit from TEAM's fireworks activities on the SBTC Lot and has all legal rights it needs to construct the storm drains regardless of TEAM's use of the Parking Property, but wishes to work cooperatively with TEAM as a matter of accommodation to minimize conflicts with and inconvenience to TEAM's use of the Parking Property as far as is reasonably feasible, while assuring TEAM's full cooperation with the Projects, in general, and the construction of the storm drain across the Parking Property, in particular;
- F. In exchange, TEAM wishes to secure SANBAG's permission to carry out its fireworks activities on the SBTC Lot on the dates listed above.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SANBAG agrees to do the following:
  - a. Permit TEAM to use the SBTC Lot for the fireworks purposes stated above and activities incidental thereto on the dates set forth above, subject to the terms and conditions, insurance obligations and indemnities set forth in this Agreement.
  - b. Act in good faith to inform TEAM of, and coordinate with Team concerning, the storm drain construction activities in order to minimize impacts to the Stadium's usability for games and events, where it can be done without increasing costs of or delaying either of the Projects or the storm drain construction itself.
2. In consideration of SANBAG permitting TEAM to use the SBTC Lot as provided herein, TEAM hereby:
  - a. Agrees to fully cooperate with SANBAG and its contractors in providing access to and permitting the construction of the storm drain across the Storm Drain Easements, subject to the terms and conditions of this Agreement.
  - b. Waives and releases any and all claims to compensation or damages TEAM might have or otherwise have had from SANBAG's acquisition of the Storm Drain Easements or the SBTC Lot. It is TEAM's intention that this release shall be effective as a bar to each and every claim and, in furtherance of this intention, **TEAM waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED A SETTLEMENT WITH THE DEBTOR.
  - c. Indemnifies, defends and holds harmless SANBAG and its members, officers, directors, employees, contractors, representatives and agents ("Indemnitees"), from and against any and all losses (including damage to property or injuries to or death of any person), liabilities, claims, demands, causes of action, damages, costs and

expenses (including without limitation, any fines, penalties, judgments, litigation expenses, and attorneys' fees), direct or indirect, foreseen or unforeseen, arising out of, resulting from or related to TEAM's and/or TEAM's permittees', employees', agents', representatives' and/or contractors' presence, acts and/or omissions on the Parking Property, including without limitation the SBTC lot, whether or not due to the negligence (whether active, passive, derivative, joint, concurring, comparative or otherwise) of SANBAG or its Indemnitees, or otherwise, unless caused solely by the gross negligence or willful misconduct of SANBAG or its Indemnitees.

- d. Agrees to provide, prior to any and each use of the SBTC Lot for the purposes permitted hereunder, proof of valid liability insurance acceptable to SANBAG's Risk Manager and General Counsel, in an amount not less than \$2 Million Dollars combined, covering all risks associated with TEAM's use of the SBTC Lot, including, without limitation, all fireworks related risks both on and off the SBTC Lot with SANBAG and its Indemnitees named as additionally insured parties on all such liability insurance.
3. TEAM fully understands the foregoing and accepts all responsibility and assumes all risk of loss, damage, death or injury of any kind to any person or property, including without limitation employees of SANBAG. TEAM shall use the Property in compliance with all applicable laws and regulations and shall employ only those persons validly licensed, bonded and insured in California to transport, handle and use the applicable fireworks and fireworks equipment.
4. If TEAM's use of the property for fireworks will conflict with SANBAG's or its contractor's reasonable needs related to the Projects for any one or more of the dates listed above, TEAM understands and accepts that SANBAG or its contractor may deny use of the SBTC Lot for the times when such a conflict occurs without any liability.
5. TEAM further expressly understands that the permission granted herein shall automatically expire on September 30, 2014 and TEAM shall have no further rights to be on the SBTC LOT after the termination or expiration of this Agreement. The execution of this Agreement does not grant TEAM the right to any other use of the SBTC Lot than the fireworks use specifically permitted herein, nor to any future use of the SBTC Lot for similar fireworks or any other purposes.
6. This Agreement shall be binding upon TEAM's successors, executors, administrators, heirs and assigns.
7. This Agreement may not be modified or amended except in writing, signed by each of the parties, including without limitation, with respect to SANBAG, an officer of SANBAG given authority to do so by SANBAG's Board of Directors.
8. This Agreement contains the full understanding and agreement between the parties and supersedes in full any prior written or oral agreement or understanding, and shall be effective as of the date executed by SANBAG.

BY SIGNING BELOW, EACH SIGNATOR REPRESENTS AND WARRANTS THAT HE/SHE (1) UNDERSTANDS THE TERMS OF THIS AGREEMENT AND, AS TO TEAM, ACCEPTS SUCH TERMS AS A CONDITION TO TEAM'S USE OF THE PROPERTY AND (2) IS DULY AUTHORIZED TO EXECUTE AND DELIVER THIS AGREEMENT.

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS,  
acting in its capacities as the San  
Bernardino County Transportation  
Commission and the San  
Bernardino County Transportation  
Authority:**

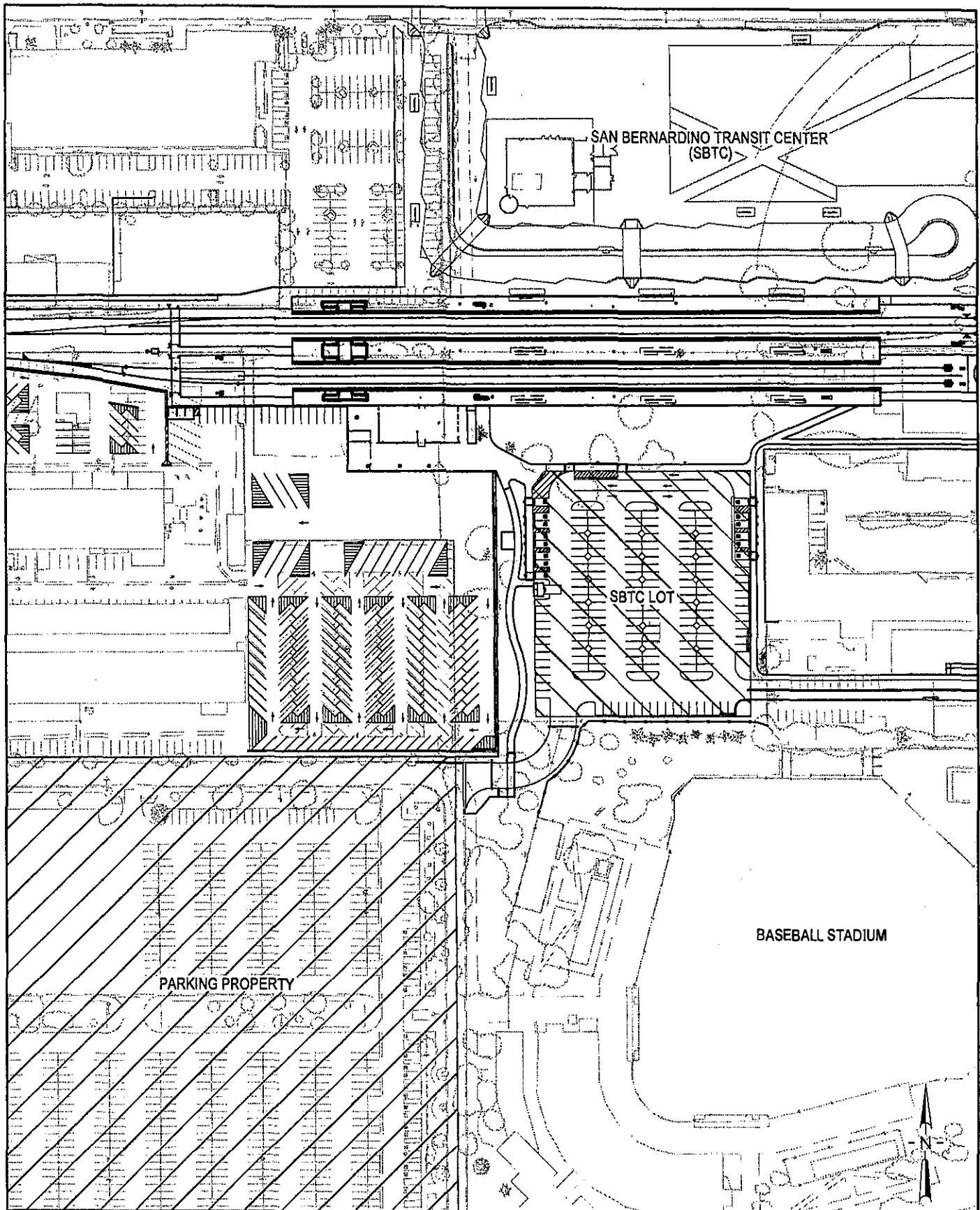
By: \_\_\_\_\_  
Name: Raymond W. Wolfe  
Title: Executive Director  
Date: \_\_\_\_\_

**INLAND EMPIRE 66ERS  
BASEBALL CLUB OF SAN  
BERNARDINO, INC., a California  
Corporation:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert D. Herrick, Asst. General  
Counsel  
Date: \_\_\_\_\_



 <p>HDR Engineering, Inc.</p>	<p>ONE COMPANY Many Solutions</p> <p>3330 El Camino Real, Suite 200 Irvine, CA 92602</p>	<p>Governments <b>SANBAG</b> Working Together</p>	<p>DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT</p> <p>EXHIBIT "A"</p>	<p>SCALE: 1"=150'</p> <p>DATE: 03-25-2014</p>
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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 26

**Date:** April 9, 2014

**Subject:** Rancho Cucamonga Metrolink Station Paid Parking

**Recommendation:\*** Accept the City of Rancho Cucamonga’s request to charge for parking at the Rancho Cucamonga Metrolink Station.

**Background:** Due to financial constraints, the City of Rancho Cucamonga desires to exercise their rights to charge for parking at the Rancho Cucamonga Metrolink station beginning July 1, 2014. Almost all of the 1993 Station Agreements between SANBAG and cities with a Metrolink station allow each City to charge for parking with the express statement that SANBAG “cannot unreasonably deny.” The City of Rancho Cucamonga proposes the following parking rates.

1. \$25/month for residents
2. \$30/month for non-residents
3. \$4.50 daily rate

The City has stated that the parking fees collected will help off-set, but not eliminate, security and maintenance costs incurred by the City. The exact method of fee collection has not been determined.

Implementation of paid parking at Metrolink stations in San Bernardino County could affect ridership and then increase operating costs to SANBAG as discussed below.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.  
 BRD1404b-maa

Station Background

When SANBAG, along with other Southern California Regional Rail Authority (SCRRA) member agencies, purchased rail lines and trackage rights in 1992 to create the Metrolink system, several cities in San Bernardino County requested stations in their respective cities. On the San Bernardino Line, which runs between Los Angeles and San Bernardino, six stations were created; these being San Bernardino, Rialto, Fontana, Rancho Cucamonga, Upland, and Montclair. A seventh station, East Ontario, was constructed on the Union Pacific Railroad's Riverside Subdivision which is on the south side of the Ontario International Airport. An eighth station will be created at E Street when the Downtown San Bernardino Passenger Rail Project is completed in 2016. Currently, the average weekday Metrolink passenger boardings, parking capacity, and available transit connections at each station are as follows:

<b>Station</b>	<b>Boardings</b>	<b>Parking Capacity</b>	<b>Transit Provided</b>
Rancho Cucamonga	971	960	Omnitrans Fixed Route
San Bernardino	786	777	Omnitrans Fixed Route
Upland	519	294	No Transit
Fontana	426	309	Transit Center - Omnitrans
Montclair	290	1600	Transit Center – Omnitrans & Foothill Transit
Rialto	256	186	Omnitrans Fixed Route
East Ontario	374	600	Omnitrans Fixed Route

Express Trains

In order to provide robust transit options and increase ridership on the Metrolink San Bernardino Line, SANBAG and Los Angeles County Metropolitan Transportation Authority (LACMTA) began funding an express train, starting in 2012, that reduced the run-time between San Bernardino and Los Angeles Union Station (LAUS) from 90 minutes to 60 minutes. Since Rancho Cucamonga, and Covina in LA County, were the stations with the highest boarding on the San Bernardino Line, the express train stops at these two stations along with the terminal stations in San Bernardino and at LAUS. Within the next few months, SANBAG and LACMTA will complete a capacity analysis for the line that will provide a means to add three additional express trains. As shown by the addition of the San Bernardino express train two years ago, and those added by other commuter rail operators around the country, express trains have the potential to dramatically increase ridership. However, since Rancho Cucamonga is the planned stop for additional express trains, the associated performance of these

trains could diminish as a result of paid parking at this station as the service will not be as attractive to potential riders due to increased costs.

Existing Parking at Metrolink Stations

Of the 55 stations throughout the Metrolink six-county system, only 7 charge for parking. Some of these stations charge for parking to discourage non-Metrolink passengers from using the parking lots by local patrons at the San Clemente Pier, San Clemente North Beach, and Pomona Downtown.

Station	Parking Fees
48 System Stations	Free Parking
LA Union Station	60 parking spaces at maximum \$14/day. Valet parking \$12 at front of station is available only for TRAXX and MWD guests. Overnight and long-term parking at Gateway Plaza only at \$6/day or \$65/month.
San Clemente Pier	\$1.50/hour
San Clemente North Beach	\$1 per day for commuters. \$50/yr for residents. \$100/yr non-residents.
Norwalk/Santa Fe Springs	\$30/month (\$15/month for Norwalk and Santa Fe Springs residents) or \$5 each weekday.
Pomona Downtown	76 free spaces for Metrolink riders
Covina	\$20/month for residents. \$45/month for non-residents Parking structure (655 spaces): \$2/weekday; free on weekends. \$10/month for residents and \$20/month for non-residents.
Baldwin Park	\$10/month for residents, \$30/month for non-residents, \$3 daily use.

Projected Ridership/Fare Revenue Loss

In comparison, Florida TriRail, a 71-mile, 18-station commuter system serving the greater Miami area conducted a paid parking survey for the years 2008 and 2009. The study considered charging \$2/day at all stations. A 15.6% decline in ridership was projected with a net annual operating loss for 2009 at \$861,000. As a result, TriRail did not employ paid parking.

The ridership elasticity factor calculated for the TriRail study was -0.25, which is similar to Metrolink's factor of -0.21. Based on Metrolink ticket sales for the last 12 months; 415,761 riders originated at the Rancho Cucamonga station with 70%

of these riders accessing the station by car. This corresponds to 291,033 riders that would be subject to the City's proposed parking fee. For these riders, the additional cost of the proposed parking fee will have the effect of a 10.6% fare increase for monthly pass riders (9% for residents) and a 24% fare increase for single ticket holders. The weighted average fare increase is 14.9%. With this increase, the fare elasticity model predicts an annual loss of 8,512 boardings at Rancho Cucamonga, or a loss of approximately \$150,000 in Metrolink fare revenue.

As a result of the paid parking at Rancho Cucamonga, there is potential for commuters to avoid the parking fee by parking at the nearby Upland Station. Parking utilization at this station is currently below capacity, given the nearly 9% decline in ridership over the past year on the Metrolink San Bernardino Line. This shift in station usage would result in additional Metrolink revenue degradation since the cost of a monthly pass from Upland to LAUS is \$34 less than from Rancho Cucamonga. Due to the low available parking capacity at the Upland Station, diversion of riders to this station would most likely create additional street parking patrons around the station. Conversely, diversion of riders parking at the Fontana Station is unlikely as this requires a longer drive on surface streets and a \$42 higher monthly pass.

#### Funding Availability

Should Rancho Cucamonga or any of the other cities start to charge for parking at their respective Metrolink stations, the result could be lower ridership and reduced revenues to Metrolink. Any reduction in revenue will need to be offset by increased operational subsidies from SANBAG to Metrolink. The source of operating funds primarily used by SANBAG for Metrolink operations is the Valley apportionment of the Local Transportation Fund (LTF). The balance of operating funds comes from State Transit Assistance Funds (STA). The use of Measure I funds for Metrolink operations is not allowed per the Measure Ordinance. The resulting options to off-set the increase in operating subsidy associated with the loss in ridership, include a reduction in train service or a shift in funds between transit operators in the Valley, primarily consisting of LTF. Of this funding source, approximately 80% is typically used to fund Omnitrans with the balance going to Metrolink. Currently LTF funds approximately 45% of Omnitrans' annual budget. Based on projected LTF revenues and to sustain funding to Metrolink and Omnitrans into the future, SANBAG has set the annual LTF increases to both Metrolink and Omnitrans at 3%. An additional increase in LTF funding for one operator will adversely affect the other.

System Solution

The Metrolink San Bernardino Line has historically performed better than all other lines in the Metrolink system. At times the farebox recovery for this line is as much as 65%, compared to the overall Metrolink recovery rate of 45% and that of Omnitrans at 23%. The San Bernardino Line also operates with 42 daily trains, the most of any line in the Metrolink system. However, this robust line has seen a drop in ridership over the last year of about 9%, much of which is caused by the high passenger fare. Paid parking will effectively increase fares.

SANBAG staff is planning to conduct a comprehensive station system study to see if maintenance and security can be delivered in a more efficient manner. Last year, the City of Upland canceled security service for their station. As a result, SANBAG staff budgeted funds for the upcoming fiscal year to conduct a Metrolink station security consolidation study, which can be amended to include a review of consolidating maintenance functions. While the scope of work for this study has not been fully developed, possible tasks may include:

- Centralize security and maintenance contracts with cities reimbursing SANBAG.
- Paid parking at all or some of the Metrolink stations and development of a common standard applied at each station.
- Centralize security for Metrolink, Redlands Passenger Rail, and Omnitrans sbX stations.
- Inclusion of over-night paid parking at selected Metrolink stations.
- Re-evaluation of parking needs based on land use at each Metrolink station.
- Transit Oriented Development along the Metrolink line as an outcome of the ARRIVE project, a joint SCAG/SANBAG project examining land at Metrolink stations.

**Financial Impact:** Approval of this item could result in a subsidy increase to SANBAG for Metrolink operations of approximately \$100,000 annually.

**Reviewed By:** This item is being brought directly to Board without being reviewed by the Commuter Rail and Transit Committee or any other policy or technical advisory committee due to budget timing constraints for the City of Rancho Cucamonga.

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail Programs

**AGENCY  
REPORTS**



# South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178  
(909) 396-2000 • www.aqmd.gov

## Members of the Governing Board:

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**Dr. William A. Burke**  
Speaker of the Assembly  
Appointee

Vice Chairman  
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Mayor, Chino  
Cities of San Bernardino County

**Michael D. Antonovich**  
Supervisor, Fifth District  
County of Los Angeles

**Ben Benoit**  
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Cities of Riverside County

**John J. Benoit**  
Supervisor, Fourth District  
County of Riverside

**Joe Buscaino**  
Councilmember, 15<sup>th</sup> District  
City of Los Angeles Representative

**Michael A. Cacciotti**  
Councilmember, South Pasadena  
Cities of Los Angeles County/  
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**Joseph K. Lyou, Ph.D.**  
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Cities of Los Angeles County/  
Western Region

**Shawn Nelson**  
Supervisor, Fourth District  
County of Orange

**Dr. Clark E. Parker, Sr.**  
Senate Rules Appointee

**Miguel A. Pulido**  
Mayor, Santa Ana  
Cities of Orange County

March 11, 2014

To: Mayors and Councilmembers

From: Dennis R. Yates  
Mayor, City of Chino  
Vice Chairman, South Coast AQMD Governing Board /  
Representative, Cities of San Bernardino County

Attached is the agenda item and outcome of the March 7, 2014 SCAQMD Governing Board meeting, and a preview of the item(s) for discussion at the April 4, 2014 meeting.

### PUBLIC HEARING ITEMS AT MARCH 7 BOARD MEETING:

#### 27A. Amend Rule 1420.1 – Emission Standards for Lead and Other Toxic Air Contaminants from Large Lead-Acid Battery Recycling Facilities

On January 10, 2014, Rule 1420.1 was amended to require owners or operators of large lead-acid battery recycling facilities to reduce arsenic emissions and other key toxic air contaminant emissions. At the Public Hearing, the Board removed the requirement that affected facilities conduct a multi-metals demonstration program to continuously monitor lead, arsenic, and other metals. The Board directed staff to work with stakeholders and return to the March 7, 2014 Public Hearing for Board action on the multi-metal CEMS demonstration program. Under Proposed Amended Rule 1420.1, the affected facilities must provide funding and participate in a multi-metals CEMS demonstration program. Clarifying language is also being proposed at this time that will require affected facilities to reimburse SCAQMD for funds spent to deploy independent third-party contractors who conduct investigations of unplanned shutdowns. This action is to adopt the resolution: 1) Certifying the CEQA Notice of Exemption for Proposed Amended Rule 1420.1 – Emission Standards for Lead and Other Toxic Air Contaminants from Large Lead-acid Battery Recycling Facilities; and 2) Amending Rule 1420.1 – Emission Standards for Lead and Other Toxic Air Contaminants from Large Lead-Acid Battery Recycling Facilities.

**27B. Execute Contract and Rental Agreement for Rule 1420.1 Multi-Metals CEMS and Continuous Multi-Metals Ambient Air Monitoring Demonstration Programs**

On January 10, 2014, the Board deferred the multi-metals continuous emission monitoring system (CEMS) provision of Amended Rule 1420.1 to the March 7, 2014 Board meeting. Subject to Board adoption of this provision, this action is to execute a contract with Cooper Environmental Services, LLC in an amount not to exceed \$413,451 from the Rule 1420.1 Special Revenue Fund for the multi-metals CEMS demonstration project. Furthermore, this action is to execute a rental agreement to demonstrate a continuous multi-metals ambient air monitoring system with Cooper Environmental Services, LLC for an amount not to exceed \$71,000 from the Science and Technology Advancement Budget.

**Vote: 12 Yes; 0 No; 1 Abstain; 0 Absent; on both 27A and 27B**

**Annual RECLAIM Audit Report for 2012 Compliance Year**

The annual report on the NOx and SOx RECLAIM program is prepared in accordance with Rule 2015 - Backstop Provisions. The report assesses emission reductions, availability of RECLAIM Trading Credits (RTCs) and their average annual prices, job impacts, compliance issues, and other measures of performance for the nineteenth year of this program. In addition, recent trends in trading future year RTCs are analyzed and presented in this report. Further, a list of facilities that did not reconcile their emissions for the 2012 Compliance Year is included with the report.

**Vote: 11 Yes; 0 No; 0 Abstain; 2 Absent**

**Approve and Adopt Technology Advancement Office Clean Fuels Program Annual Report and Plan Update, Resolution and Revised Membership of Clean Fuels Advisory Group**



Each year by March 31st, the Technology Advancement Office must submit to the California Legislative Analyst an approved Annual Report for the past year and a Plan Update for the current calendar year. Staff has reviewed the 2013 Clean Fuels Program with the Clean Fuels Advisory Group, the Technology Advancement Advisory Group and other technical experts. Additionally, the 2014 Clean Fuels Program Draft Plan Update was presented to the Board for review and comment at its October 4, 2013 meeting. Staff recommends the Board approve and adopt the final Technology Advancement Office Clean Fuels Program Annual Report for 2013 and 2014 Plan Update as well as the resolution finding that proposed projects do not duplicate any past or present programs and the revised membership of the Clean Fuels Advisory Group.

**Vote: 10 Yes; 1 No; 2 Abstain; 0 Absent**

**PUBLIC HEARINGS TENTATIVELY SET FOR  
APRIL BOARD MEETING:**

**Receive Public Input on Executive Officer's Draft Goals and Priority Objectives for FY 2014-15**

A set of goals and priority objectives for FY 2014-15 Budget has been developed. The Executive Officer wishes to receive public and Board Member input on these goals and priority objectives as they serve as the foundation of SCAQMD's Work Program.

**Amend Rule 1130 - Graphic Arts**

The proposed amendment incorporates certain U.S. EPA Control Techniques Guidelines recommendations applicable to printing operations not included in the current rule that pertain to the overall add-on control device efficiency and VOC content requirements for fountain solutions. The proposed amendment further adds prohibition of storage of non-compliant VOC-containing materials at a worksite, removes obsolete rule language, updates definitions for consistency with other SCAQMD rules, adds a rule exemption for graphic arts materials that have a VOC content of no more than 10 g/L, as applied, and makes minor corrections and clarifications. This action is to adopt the resolution: 1) Certifying the Final Environmental Assessment for Proposed Amended Rule 1130; and 2) Amending Rule 1130.

c:/Docs/Remarks/Yates/Yates\_030714 newsltr

**ADDITIONAL  
INFORMATION**

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	J. Harrison L. McCallon D. Robertson P. Eaton E. Graham B. Jahn R. McEachron G. Ovitt	J. Harrison L. McCallon   B. Jahn	D. Robertson  E. Graham	P. Eaton  R. McEachron G. Ovitt
†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 Vacant (James Ramos)	F. Navarro B. Stanton

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**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 1<sup>st</sup> Thursday of each month at the SCAG offices located at 818 West 7<sup>th</sup> Street, 12<sup>th</sup> 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.



### SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p><b>Mountain/Desert Committee</b> Membership consists of 11 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.</p> <p>The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.</p>	<p>Edward Paget, Needles (Chair) Ryan McEachron, Victorville, (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Julie McIntyre, Barstow James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto</p>	<p>Indeterminate (6/30/2014) Indeterminate (6/30/2014) 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  
 Commuter Rail & Transit Committee        Third Thursday, 12:00 noon, 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).

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### 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.</p>	<p>Board of Directors Richard Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)</p>	<p>6/30/2014 6/30/2014</p>

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

### 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 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>Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.</p>	<p>12/31/16 12/31/16 12/31/14 12/31/14 12/31/14</p>

### SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Audit Subcommittee of the General Policy Committee</b>                      In November 2008, the Board approved the creation of an Audit Subcommittee of the General Policy Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> <li>• Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit.</li> <li>• Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.</li> </ul>	<p>Audit Subcommittee (for FY 2012-2013 Audit)</p> <ul style="list-style-type: none"> <li>- SANBAG President – Bill Jahn, Big Bear Lake</li> <li>- Vice President – L. Dennis Michael, Rancho Cucamonga</li> <li>- Immediate Past President – Janice Rutherford, Supervisor</li> <li>- Presidential Appointment – Walt Stanckiewicz, Grand Terrace</li> </ul>
<p><b>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District</b>                      In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair                      Larry McCallon, Highland                      Richard Riddell, Yucaipa</p>
<p><b>Bylaws</b>                      In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG’s bylaws and recommend changes to modernize SANBAG’s governance document.</p>	<p>Review SANBAG’s bylaws and make recommendations to the Board on any necessary changes.</p>	<p>Rhodes “Dusty” Rigsby, Loma Linda - Chair                      Mike Leonard, Hesperia                      Larry McCallon, Highland                      Pat Morris, San Bernardino</p>
<p><b>Budget Process</b>                      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><b>Contracting Process</b>                      In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG’s procurement policies and procedures.</p>	<p>Review SANBAG’s contracting policies and procedures and make recommendations to improve them.</p>	<p>Michael Tahan, Fontana - Chair                      Robert Lovingood, Supervisor                      Julie McIntyre, Barstow                      Walt Stanckiewicz, Grand Terrace                      Alan Wapner, Ontario                      Dennis Yates, Chino</p>

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### SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Legislative</b>                      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 – Bill Jahn, City of Big Bear Lake                      Vice President – L. Dennis Michael, Rancho Cucamonga                      Immediate Past President – Janice Rutherford, Supervisor</p>
<p><b>Right of Way</b>                      In February 2013, the SANBAG Board President appointed this ad hoc committee.</p>	<p>Review Right of Way policies and make recommendations on changes and signature authority limits.</p>	<p>Curt Emick, Apple Valley                      James Ramos, Supervisor                      Deborah Robertson, Rialto                      Michael Tahan, Fontana</p>
<p><b>Transit Review Ad Hoc Committee</b>                      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 Pahns                      Robert Lovingood, Supervisor                      Ryan McEachron, Victorville                      L. Dennis Michael, Rancho Cucamonga                      Dusty Rigsby, Loma Linda                      Alan Wapner, Ontario</p>

### SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Transportation Technical Advisory Committee (TTAC)</b>                      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.</p> <p>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>
<p><b>City/County Manager's Technical Advisory Committee (CCM TAC)</b>                      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.</p> <p>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><b>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC)</b>                      Membership consists of 13 members appointed by the SANBAG Board of Directors                      6 representing Public Transit Providers                      1 representing County Dept. of Public Works                      1 representing the Consolidated Transportation Services Agency                      5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities:</p> <ol style="list-style-type: none"> <li>(1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports.</li> <li>(2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit.</li> <li>(3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit.</li> <li>(4) Address any special issues of PASTACC voting and non-voting members.</li> </ol> <p>The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p><b>Planning and Development Technical Forum (PDTF)</b>                      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.</p> <p>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>

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### SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p><b>Project Development Teams</b></p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.</p> <p>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.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act Committees.</p>	<p>Varies with the PDT, at SANBAG.</p>

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
SRTP	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 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

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

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

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

Approved June 2, 1993  
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