Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

AGENDA
Board of Directors Meeting
May 7, 2014

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

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

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

Board of Directors

President
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 Stanckiewitz, 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, Mayor Pro Tem
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
May 7, 2014

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

CLOSED SESSION

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   Pursuant to Government Code section 54957
   Employee title: Executive Director

2. **CONFERENCE WITH LABOR NEGOTIATOR**
   Pursuant to Government Code section 54957.6
   Agency designated representative: W. E. Jahn. Unrepresented employee: Executive Director

3. **CONFERENCE INVOLVING A JOINT POWERS AGENCY** (Southern California Regional Rail Authority ["SCRRA"]).
   Pursuant to Government Code Section 54956.96
   Discussion will concern: SCRRA's PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code Section 54957 Title: Chief Executive Officer.
   Name of SANBAG representatives on SCRRA Board: Larry McCallon; Paul Eaton.

4. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
   San Bernardino County Transportation Commission v. CIP Investments L.P., San Bernardino Superior Court Case No. CIVDS1212595.

5. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
   San Bernardino County Flood Control District v. State of California ex rel Department of Transportation, San Bernardino Associated Governments and San Bernardino County Transportation Authority, City of Rialto. San Diego Superior Court Case No. 37-2009-00082535-CU-EI-CTL (Cactus Basin).

Convene Regular Meeting at 10:30 a.m.

1170 W. 3rd Street, 1st 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.

Call to Order 10:30 a.m. by Council Member Bill Jahn

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 16)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. Possible Conflict of Interest Issues for the Board Meeting of May 7, 2014 Pg. 17

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 25.**

Administrative Matters

2. Board of Directors Attendance Roster Pg. 19

3. March 2014 Procurement Report Pg. 23

Receive March 2014 Procurement Report. **William Stawarski**

This item was received by the General Policy Committee on April 16, 2014.

4. Measure I Revenue Pg. 33

Receive report on Measure I receipts for Measure I 2010-2040. **William Stawarski**

This item was received by the General Policy Committee on April 16, 2014.

Consent Calendar Continued....

Administrative Matters (Cont.)

5. Report on 2014A Sales Tax Revenue Bonds Pricing Pg. 35

Receive report on 2014A Sales Tax Revenue Bonds Pricing. **William Stawarski**

This item was received by the General Policy Committee on April 16, 2014.

6. Employee Classification, Compensation, and Benefits Study Pg. 37

Receive information on the progress of the Employee Classification, Compensation, and Benefits Study. **Duane Baker**

This item was reviewed by the General Policy Committee on April 16, 2014.

7. SANBAG Memberships to Regional, State, and National Trade Organizations Pg. 39

Continue SANBAG memberships to regional, state, and national trade organizations as listed below. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014.

Air Quality/Traveler Services

8. Award Freeway Service Patrol (FSP) Tow Services Contracts Pg. 42

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

1) Award Contract No. C14010 to Navarro's Towing for Freeway Service Patrol Beat No. 2 for a five-year term, for an amount not-to-exceed $961,768 as outlined in the Financial Impact Section.

2) Award Contract No. C14094 to Roy and Dot's Towing for Freeway Service Patrol Beat No. 4 for a five-year term, for an amount not-to-exceed $928,500 as outlined in the Financial Impact Section.

3) Award Contract No. C14011 to Airport Mobil Towing for Freeway Service Patrol Beat No. 5 for a five-year term, for an amount not-to-exceed $928,500 as outlined in the Financial Impact Section.

4) Ratify the San Bernardino Associated Governments Contract Administrator's decision to deem the three bids received after the proposal submittal deadline per the Request for Proposals as non-responsive. **Kelly Lynn**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the contracts.

Notes/Actions:

Consent Calendar Continued....

Air Quality/Traveler Services (Cont.)

Notes/Actions:

9. Contract with the Riverside County Transportation Commission (RCTC) for the implementation of San Bernardino County Trip Reduction and 511 programs Pg. 123

That the Board, acting as the San Bernardino County Transportation Commission, approve Contract No. C13143 with Riverside County Transportation Commission, effective from July 1, 2013, through June 30, 2014, in an amount not-to-exceed $1,900,000. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 8, 2013. SANBAG General Counsel, Contract Administrator and Fund Administration have reviewed this item and the Agreement.

Regional/Subregional Planning

10. Award of Mobile Source Air Pollution Reduction Review Committee (MSRC) Clean Transportation Funding Traffic Signal Coordination County Transportation Commission (CTC) Partnership Program Funds Pg. 144

Approve the award of MSRC Clean Transportation Funding Traffic Signal Coordination CTC Partnership Program funds in the amount of $1,250,000 as identified in Attachment A to this item. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014. The material in this item was presented to the Transportation Technical Advisory Committee on March 31, 2014.

11. National Bike Month (May) and Status Report on SANBAG Active Transportation Activities Pg. 148

Receive information on National Bike Month and a status report on SANBAG Active Transportation activities. **Steve Smith**

This item was reviewed by the General Policy Committee on April 16, 2014.

12. Amendment to the San Bernardino County Non-Motorized Transportation Plan (NMTP) Pg. 162

Approve an amendment to the San Bernardino County Non-Motorized Transportation Plan as described in Attachment A. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014.

Consent Calendar Continued....

Regional/Subregional Planning (Cont.)

Notes/Actions:

13. Active Transportation Program (ATP) - Guidelines for Assigning 10 Points in the Grant Evaluation Process to Projects that are Consistent with Regional Plans Pg. 221

That the Board acting in its capacity as the San Bernardino County Transportation Commission adopt guidelines for assigning up to 10 points in the grant evaluation process to projects that are consistent with regional plans in the Metropolitan Planning Organization (MPO) portion of the Active Transportation Program as described below. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014. The information in this item was reviewed by the Transportation Technical Advisory Committee on March 31, 2014.

14. Transportation Investment Generating Economic Recovery (TIGER) Grant Application Submittal Pg. 224

Note approval at the April 17, 2014 Metro Valley Study Session of the following, per the April 9, 2014 delegation of approval authority by the SANBAG Board of Directors:

1. Approve SANBAG submittals of two grant applications for the TIGER federal discretionary grant program: a request for up to $20 million for Redlands Passenger Rail and up to $13 million for the Metrolink and Bus Rapid Transit (BRT) Station Accessibility Project.

2. Approve a commitment of up to $2.0 million in Transportation Development Act (TDA) Article 3 funds, spread over at least two years, to serve as a match for the Metrolink and BRT Accessibility Project application. The Redlands Passenger Rail Project already has a substantial match of over $150 million in Measure I Metrolink/Rail and state funds identified in the SANBAG 2014 Ten-Year Delivery Plan. **Steve Smith**

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. Authority to approve the grants and matching funds was delegated to the Board of Directors Metro Valley Study Session by the SANBAG Board at its April 9, 2014 meeting. The concepts for TIGER grant submittal were discussed with the Transportation Technical Advisory Committee on March 3, 2014.

Notes/Actions:

Consent Calendar Continued....

Council of Governments

15. State and Federal Legislative Update Pg. 230

1. Receive State Update and adopt the following positions on State Legislation:

   a. Support the restoration of vehicle weight fees if legislation is amended to distribute funds according to the gas tax swap.
   b. Support AB 1720 (Bloom, D – Santa Monica)
   c. Support SB 953 (Roth, R – Riverside)
   d. Oppose Unless Amended SB 969 (DeSaulnier, D – Concord)

2. Receive Federal Update
   a. Support H.R. 4285 **Wendy Strack**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014.

16. California Alternative Energy and Advanced Transportation Financing Authority Property Assessed Clean Energy Loss Reserve Program Pg. 292

1. Authorize the SANBAG Executive Director to prepare and submit an application to participate in the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) Property Assessed Clean Energy (PACE) Loss Reserve Program.

2. Authorize the SANBAG Executive Director to make any necessary changes to the SANBAG HERO Program report and Residential Handbook to be in compliance with the PACE Loss Reserve Program. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014.

Project Delivery

17. Request for Proposals (RFP) for Public Outreach Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects Pg. 295

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

Authorize and approve release of Request for Proposal 14150 for the performance of public outreach services on the I-10 Corridor from the Los Angeles County Line to Ford Street in Redlands, and on the I-15 Corridor from the Riverside County line to US-395 in Hesperia. **Garry Cohoe**

This item was reviewed and recommended for approval (19-1-0; Opposed: Yates), with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. The scope of work and agenda item have been reviewed by SANBAG's Contract Administrator and General Counsel.

Consent Calendar Continued....

Project Delivery (Cont.)

Notes/Actions:

18. Interstate 215 (I-215) Segment 3 Landscaping Replacement Project Pg. 307

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

1. Approve a Cooperative Agreement No. C14120 with the State of California Department of Transportation for construction of the I-215 Segment 3 Landscaping Replacement Project; and

2. Authorize advertisement of Request for Proposal (RFP) 14129 for Construction Management Services for the I-215 Segment 3 Landscaping Replacement Project with options to manage future projects on Segments 1, 2 and 5 as design is completed and projects are ready to advertise. It is anticipated design of future projects will be completed at 6 month intervals with no more than two projects in construction at any time.

3. Authorize the Executive Director to execute a purchase order in an amount not to exceed $100,000 for constructability review and preconstruction services. **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 April 17, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item, the Agreement, and the RFP.

19. Funding Agreement for South Milliken Avenue Grade Separation Projects Pg. 347

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

Approve Amendment No. 1 to the South Milliken Avenue Grade Separation Construction Funding Agreement No. C13104 with the City of Ontario, to update the construction funding agreement to reflect contract bids totaling $57,400,656.00, which consists of a total Authority share contribution of $43,934,690.40, a Measure I contribution of $11,757,941.40, and an advancement of the Measure I contribution in the amount of $4,393,469, in accordance with Measure I Strategic Plan Policy 40006, VMS-7. **Garry Cohoe**

This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 7, 2014. SANBAG General Counsel has reviewed this item and the Amendments.

Consent Calendar Continued....

Transit/Commuter Rail

20. **Contracts granting certain licenses to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with Charter Communications Operating, LLC** Pg. 356

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

1. Approve Contract No. R14085 with revised name Charter Communications Operating, LLC granting a License Agreement on the San Gabriel Subdivision railroad right-of-way, City of Rancho Cucamonga mile post 98.2. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 14, 2013 and approved at the December 4, 2013 Board. After Charter's legal review it was determined the agreement was created under the incorrect entity name and is being brought back to Board under this name revision. This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 17, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the License Agreements.

21. **Approve License Agreement to access/cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with William Lyon Homes, Inc.** Pg. 399

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

1. Approve License Agreement R14158 with William Lyon Homes, Inc. on the San Gabriel Subdivision, City of Upland, SANBAG mile post 100.8. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 17, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

22. **Burlington Northern Santa Fe Purchase Order for Downtown San Bernardino Passenger Rail Project** Pg. 442

Authorize the Executive Director, or his designee, to execute a Purchase Order in the amount of $1,800,000 to Burlington Northern Santa Fe (BNSF) for track, signal, engineering, and flag protection work on BNSF's Cajon Subdivision and San Bernardino Subdivision, and on the Redlands Branchline to accommodate the Downtown San Bernardino Passenger Rail Project. **Mitch Alderman**

This item does not require legal review. This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 17, 2014.

Notes/Actions:

Consent Calendar Continued....

Transportation Fund Administration

23. **Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) Funding for SANBAG and the City of Needles** Pg. 446

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

Approve Memorandum of Understanding No. C14159 with the City of Needles defining the roles and responsibilities for the administration of Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Funds previously allocated to them. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Commuter/Rail and Transit Committee on April 17, 2014. SANBAG General Counsel has reviewed the MOU and staff report as to form.

24. **Interstate 15 Widening Project, Phase 2** Pg. 453

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

Approve Cooperative Agreement C14118 with the California Department of Transportation for the Construction of Phase 2 of the Interstate 15 Widening Project. **Andrea Zureick**

This item and a draft of the agreement was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 21, 2014. SANBAG General Counsel and Contract Administrator have approved this item and the Cooperative Agreement as to form.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Administrative

26. **Fiscal Year 2013/2014 Work Goals and Objectives – Third Quarter Update** Pg. 462

Receive Fiscal Year 2013/2014 Third Quarter Work Goals and Objectives update. **Ray Wolfe**

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

Notes/Actions:

Discussion Items Continued....

Administrative Matters (Cont.)

27. Fiscal Year 2014/2015 Proposed SANBAG Budget Pg. 496

1. Receive presentation of the Fiscal Year 2014/2015 Proposed Budget.

2. Conduct Board of Directors Workshop for the Proposed Fiscal Year 2014/2015 Budget directly following the May 7, 2014 Board Meeting to provide input and direction.

3 Schedule a public hearing and adoption of the Fiscal Year 2014/2015 Budget at the June 4, 2014 Board of Directors Meeting. **William Stawarski**

The Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee have reviewed the Budget Overview for each program. All SANBAG policy committees have reviewed task descriptions and budget for activities under their purview.

Council of Governments

28. Business Friendly Best Practices Inventory Pg. 503

Receive and file the Business Friendly Best Practices Inventory. **Duane Baker**

This item has not received prior policy committee or technical advisory committee review, though the City/County Managers Technical Advisory Committee and the Planning and Development Technical Forum were involved in a review of an early draft of the Inventory.

29. Proposed Reorganization of the San Bernardino County Superior Courts Pg. 506

Adopt Resolution No. 14-021 regarding the proposed San Bernardino County Superior Court reorganization. **Wendy Strack**

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

Discussion Items Continued....

Notes/Actions:

Project Delivery

30. Request for Proposals (RFP) for Interstate 15 (I-15) Corridor Express Lanes Project Approval and Environmental Document (PA/ED) Pg. 508

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

Approve issuing Request For Proposal 14135 for the preparation of PA/ED documents for adding express lanes in each direction on the I-15 Corridor from the Riverside County line to State Route 210 (SR 210). **Dennis Saylor**

This item was reviewed and recommended for approval (16-4-0; Opposed: Graham, Stanckiewitz, Tahan and Yates), with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. The RFP and agenda item have been reviewed by SANBAG's Contract Administrator and General Counsel.

31. Interstate 215 (I-215) Mount Vernon/Washington Interchange Improvement Project Pg. 535

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

1. Approve deleting the I-215 Mount Vernon Avenue/Washington Street Interchange project from the Measure I Valley Freeway Projects program; and

2. Approve adding the I-215 Mount Vernon Avenue/Washington Street Interchange project to the Measure I Valley Freeway Interchange program; and

3. Approve waiving Policy VFI-12 for the I-215 Mount Vernon Avenue/Washington Street Interchange project. The policy stipulates that the total public share for interchange projects within the sponsoring agency's jurisdiction shall not increase with the addition of a project;

4. Approve waiving Policy VF-3 for the I-215 Mount Vernon Avenue/Washington Street Interchange project. The policy includes the interchange improvements on the I-215 between the Riverside County Line and I-10 in the project to widen this portion of the I-215 freeway; and

5. Terminate for Convenience Contract No. C12214 with TranSystems Corporation, for the preparation of the Preliminary Engineering and Environmental Document (PA/ED) for the Interstate 215 Mount Vernon Avenue/Washington Street Interchange project. **Garry Cohoe**

This item was reviewed and recommended for approval (11-9-0; Opposed: Davis, Gonzales, Harris, McEachron, Navarro, Ramos, Stanckiewitz, Tahan, Yates), with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item.

Notes/Actions:

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 to:

Board of Directors Budget Workshop
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

Additional Information

Agency Reports/Committee Memberships	
South Coast Air Quality Management Report Mayor Dennis Yates	Pg. 545
Mobile Source Air Pollution Reduction Review Committee Mayor Larry McCallon	Pg. 547
SCAG Committees SCAG Regional Council SCAG Policy Committees Community, Economic and Human Development Energy and Environment Transportation and Communications	Pg. 551
SANBAG Policy Committees	Pg. 552
Acronym List	Pg. 558

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

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

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

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

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.

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...

May 2014

SANBAG Meetings – Scheduled:			
General Policy Committee	May 14	CANCELLED	
Metro Valley Board Study Session	May 15	9:00 am	SANBAG Lobby, 1st floor
Commuter Rail/Transit Committee	May 15	CANCELLED	
Mountain/Desert Committee	May 16	CANCELLED	

Other Meetings/Events:			
Redlands Passenger Rail Project Public Meeting	TBD	4:30-7:00 pm	San Bernardino Hilton, 285 E. Hospitality Lane, San Bernardino, CA
Redlands Passenger Rail Project Public Meeting	TBD	4:30-7:00 pm	Esri Café, 380 New York Street, Redlands, CA

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

CalenMay2014--cw

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 1

Date: May 7, 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 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION

POTENTIAL CONFLICTS OF INTEREST: **Raymond Wolfe**

Closed Session #2 – CONFERENCE WITH LABOR NEGOTIATOR

POTENTIAL CONFLICTS OF INTEREST: **Raymond Wolfe**

Closed Session #3 – CONFERENCE INVOLVING A JOINT POWERS AGENCY
(Southern California Regional Rail Authority ["SCRRA"])

POTENTIAL CONFLICTS OF INTEREST: **Michael DePallo**

Closed Session #4 – CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

POTENTIAL CONFLICTS OF INTEREST: **CIP Investments, L.P., a California Limited Partnership, et al. (Officers/Directors: Jon. B. Patton; Bill Patton)**

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply
BRD1405z-aa

Closed Session #5 – CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

POTENTIAL CONFLICTS OF INTEREST: **San Bernardino County Flood Control District; County of San Bernardino; City of Rialto; State of California Department of Transportation**

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
6	RFP14125	Koff & Associates *Georg Krammer*	N/A
8	C14010	Navarro's Towing *Robert Navarro*	None
8	C14094	DK&J Enterprises DBA Roy and Dots Towing *David McClure*	None
8	C14011	Airport Mobil Towing *Moris Musharbash*	None
20	R14085	Charter Communications Operating, LLC *Beth Thompson*	None
21	R14158	William Lyon Homes, Inc. *Kevin Eads*	None
22	N/A	Burlington Northern Santa Fe *Greg J. Rousseau*	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

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

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2014

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

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
Gary Ovitt Board of Supervisors	X	X		X	X	X	X		X	X		X
James Ramos Board of Supervisors	X	X			X		X		X	X	X	X
Janice Rutherford Board of Supervisors	X	X		X	X	X	X		X	X	X	
Josie Gonzales Board of Supervisors		X		X	X	X	X		X	X	X	X
Robert A. Lovingood Board of Supervisors	X	X		X	X	X	X		X		X	X
Cari Thomas City of Adelanto		X	X	X	X	X	X		X	X	X	X
Curt Emick Town of Apple Valley	X	X	X	*	X	X	X		X	X	X	X
Julie McIntyre City of Barstow		X	X		X	X			X	X	X	
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X	X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X		X	X	X	X
Ed Graham City of Chino Hills	X	X	X	X	X	X	X		X	X	X	X
Frank Navarro City of Colton	X	X	X	X	X	X	X		X	X	X	X
Michael Tahan City of Fontana	X	X	X	X	X	X	X		*	X	X	X
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X	X		X	X	X	X
Mike Leonard City of Hesperia	X	X		X		X	X			X	X	X
Larry McCallon 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.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: May 7, 2014

Subject: March 2014 Procurement Report

Recommendation:* Receive March 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

Check all that apply.
BRD1405a-wws
Attachments:
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1405/AgendaItems/BRD1405a1-wws.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1405/AgendaItems/BRD1405a2-wws.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 March 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 April 16, 2014.

Responsible Staff: William Stawarski, Chief Financial Officer

BRDI405a-wws

Attachment A
February/March Contract Actions

New Contracts Executed:

Contract No.	Description of Specific Services	Vendor Name	Dollar Amount	Description of Overall Program
C14046	Oversight of the Project Study Report/Project Report	Caltrans	$98,000.00	SR-60/Central Ave. Interchange Improvement Program PSR-PR Services
C14051	Construction Coop for I-10/Tippecanoe Ph. 2 to compensate Caltrans for all costs associated with the approval of the hot mix asphalt job mix formula and concrete mixes	Caltrans	$50,000.00	Construction Coop for I-10/Tippecanoe Ph. 2 Interchange Project
C14131	Approve trade corridor improvement fund baseline for the I-10 Tippecanoe Interchange Improvement Phase II	Caltrans, City of Loma Linda, City of San Bernardino and IVDA	$0.00	TCIF Baseline Agreement for I-10 Tippecanoe Interchange Improvement Project Phase II

*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

February/March 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
C11005 Amendment 3	Extend the expiration date of the contract by one year and increase billed hourly rate; However, this change will not increase the contract amount. Project: Contract management services to create policies and procedures for the procurement division.	Kathleen Murphy Perez	Original: $300,000.00 Amend. 1: $175,000.00 Amend. 2: $100,000.00	$0.00	$575,000.00
C08002 Amendment 3	Extend the expiration date of the contract to match the plant establishment schedule for design engineering services. Project: I-10 Westbound Lane Addition Project.	CH2M Hill	Original: $2,767,219.45 Amend. 1: $0.00 Amend. 2: $0.00	$0.00	$2,767,219.45
C10019 Amendment 3	Extend the expiration date of the contract to match the plant establishment and closeout schedule for construction management services. Project: I-10 Westbound widening Project.	Athalye Consulting Engineering	Original: $4,036,083.00 Amend. 1: $0.00 Amend. 2: $0.00	$0.00	$4,036,083.00

C10184 Amendment 3	Extend the expiration date of the contract to perform project closeout and final contract documentation activities for construction management services. Project: North Milliken Avenue Grade Separation Project	Nolte Associates	Original: $4,573,671.00 Amend. 1: $0.00 Amend. 2: $0.00	$0.00	$4,573,671.00
C10209 Amendment 3	Exercising the final extension and increase the contract. The additional funds are to complete the Short Range Transit Plan for the City of Needles. Project: Transit and Specialized Transportation Planning.	AMMA Transit Planning	Original: $300,000.00 Amend. 1: $30,000.00 Amend. 2: $80,000.00	$60,000.00	$470,000.00
C12027 Amendment 2	Vendor has experienced third party delays beyond their control which has affected the schedule for the delivery/presentation of the required After Study Final Report. Project: San Bernardino Valley Coordinated Traffic Signal System Maintenance and Monitoring Tiers 3 & 4.	Advantec Consulting	Original: $799,331.00 Amend. 1: $0.00	$0.00	$799,331.00
C12193 Amendment 1	Exercise the first of two option years for the audit review for Fiscal Year 2014/2015. Project: Auditing Services including Single Audit.	McGladrey LLP	Original: $338,270.00	$122,000.00	$460,270.00

Attachment A

February/March Contract Task Order Actions

Contract Task Order (CTO) Executed:

Contract No. & CTO No.	Description of CTO	Vendor Name	Contract Amount	Previously Issued CTOs	Dollar Amount of CTO
C14086 CTO 1	General Support Services for Transit and Rail Department	Parsons Brinkerhoff	$20,000,000	None	$42,500.00
C14086 CTO 2	San Bernardino County Wide Transit Efficiency Study	Parsons Brinkerhoff	$20,000,000	None	$520,105.00
C14086 CTO 3	San Bernardino County Transportation Analysis Model Support	Parsons Brinkerhoff	$20,000,000	None	$20,000.00
C14086 CTO 5	SANBAG Short Range Transit Plan	Parsons Brinkerhoff	$20,000,000	None	$366,138.00
C14086 CTO 9	TIGER grant application for the Redlands Passenger Rail Project	Parsons Brinkerhoff	$20,000,000	None	$29,917.00
C14086 CTO 6	NEPA Environmental Clearance Requirements	Parsons Brinkerhoff	$20,000,000	None	$124,911.00
C14003 CTO 11	Staff Augmentation for Transit and Rail Department	Hatch Mott MacDonald	$20,000,000	None	$489,822.00
C14003 CTO 15	Program Management for Transit and Rail Department	Hatch Mott MacDonald	$20,000,000	None	$498,609.00

Attachment A
February/March Purchase Order Actions

Purchase Orders:

PO No.	PO Issue Date	Vendor Name	Description of Services	PO Dollar Amount
4001119	02/21/2014	Sigmanet, Inc.	Order additional licenses for SANBAG to become current with software compliance and provide an additional four surplus licenses for standard workstations. The order includes licenses for Microsoft Office Professional Edition, Microsoft Sharepoint portal server, and Microsoft Exchange hosted Encryption.	$18,098.78
4001118	02/14/2014	City of Colton	The City of Colton is responsible for traffic operations within City limits. The City has agreed to procure a Contractor to perform temporary striping improvements and the City will perform intersection signal design using its on-call traffic consultant and modifications to signals and implementation of signal timing using City staff. This will resolve operational issues for large trucks resulting from closure of Laurel Street at railroad crossing and closure of 8th Street and Laurel Street.	$19,703.75
4001107	02/27/2014	Southern California Edison	Utility relocations required for the San Bernardino Transit Center Project.	$36,761.48
4001120	02/28/2014	G/M Business Interiors	SANBAG has the ability to piggyback on the County's contract with G/M Business Interiors and receive a deeper discount than if we had procured separately.	$13,863.66
4001121	03/03/2014	Douglas Engineering	Douglas Engineering has previously prepared the nomination packages for 2 projects for section 190 fund grants. Since funding allocation applications are due April 1, 2014, Douglas Engineering is familiar with the projects and has experience with the application process.	$9,900.00

4001128	03/21/2014	City of San Bernardino	SANBAG's contractor, GRFCO, damaged the sbX exclusive lane, and the City of San Bernardino deemed GRFCO not qualified to perform repair work. The City hired a Contractor they procured and is now requesting reimbursement.	$35,640.00
4001127	03/21/2014	City of San Bernardino	SANBAG contractor, GRFCO, damaged sewer lateral on E Street, and the City of San Bernardino deemed GRFCO not qualified to perform repair work. The City hired a Contractor they procured and is now requesting reimbursement.	$31,568.00
***Note:** Sole Source justification is noted in the Purpose statement, if applicable.*			**Total**	**$165,535.67**

Attachment A

February/March 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
4001075 / Amendment 1	Verizon stated that it would transfer cellular modem series to local agencies, but has been delayed due to negotiations on service costs and also due to incorrect information provided by local agencies.	Verizon Wireless	$0	$15,000.00	$25,000.00
4000990 / Amendment 1	Increase services to board up vacant structures due to vandalism and homeless break ins.	Real Estate Consulting & Services	$0	$6,000.00	$26,248.00
4000990 / Amendment 2	Increase services to board up vacant structures due to vandalism and homeless break ins.	Real Estate Consulting & Services	$6,000.00	$16,000.00	$42,248.00

Attachment B

February/March 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					
				Total	

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: May 7, 2014

Subject: Measure I Revenue

Recommendation:* Receive report on Measure I receipts for Measure I 2010-2040.

Background: Sales tax revenue collections for Measure I 2010 through 2040 began on April 1, 2010. Cumulative total receipts for Fiscal Year 2013/2014 as of March 31, 2013 were $107,677,105.

Included is a summary of the current Measure I receipts by quarter and cumulative total since its inception. The quarterly receipts represent sales tax collection from the previous quarter taxable sales. For example, receipts for January through March represent sales tax collections from October through December.

Measure I revenue for the 2013/2014 Fiscal Year budget was estimated to be $139,400,000. Actual Measure I receipts for Fiscal Year 2013/2014 January through March are $36,843,452, in comparison to $34,336,570 received during the quarter ending March 2012/2013, with an increase of 7.30%.

Financial Impact: Measure I revenues are expected to exceed both the budgeted amount and prior years' collections.

Reviewed By: This item was received by the General Policy Committee on April 16, 2014.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

BRD1405b-wws

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1405/AgendaItems/BRD1405b1-wws.docx

ATTACHMENT A

Summary of SANBAG Measure I Receipts 2010-2040

Fiscal Year	July-September	October-December	January-March	April- June	Fiscal Year Total	Cumulative Total To Date
Receipts Prior to FY 2010/11						**$7,158,800**
Fiscal Year 2010/11	28,188,907	29,207,950	28,808,766	29,397,456	115,603,079	**$122,761,879**
Fiscal Year 2011/12	31,027,319	33,547,956	32,757,419	33,476,051	130,808,745	**$253,570,624**
Fiscal Year 2012/13	34,279,449	35,076,980	34,336,570	34,309,171	138,002,171	**$391,572,794**
Fiscal Year 2013/14	35,430,012	35,403,641	36,843,452		107,677,105	**$499,249,899**
% Increase Over 12/13	3.36%	0.93%	7.30%			

BRD1405b1-wws

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: May 7, 2014

Subject: Report on 2014A Sales Tax Revenue Bonds Pricing

Recommendation:* Receive report on 2014A Sales Tax Revenue Bonds pricing.

Background: SANBAG successfully completed the sale of the 2014A Sales Tax Revenue Bonds in New York on March 17 and 18, 2014. The bond market was favorable with a low supply and a high demand for high credit quality bond issues.

SANBAG's finance team (senior and co-managers) did an excellent job pre-marketing the bonds prior to the sale. This resulted in retail sales of over 30% of SANBAG's bonds and made it possible to complete the sale of the bonds the following day. The total amount of the bonds was $120.8 million which included a par amount of $110.1 million plus premium. We were able to avoid an increase in interest rates later in the week due to the Federal Reserve report.

SANBAG's high credit rating of "AAA", "AA1+", and "AA2" caused a high demand which resulted in a yield of 3.9%. It also saved SANBAG approximately $2.9 million in future interest costs compared to a straight "AA" credit rating.

The closing of the sale of the 2014 Sales Tax Revenue Bonds was completed on April 2, 2014.

The following should be acknowledged for their assistance in the preliminary work and successful sale of the bonds:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1405c-wws

1. Financial Advisor-Montague DeRose and Associates, LLC
2. Underwriters:
    - Senior Manager-CitiGroup
    - Co-Manager-Barclays
    - Co-Manager-BofA Merrill Lynch
    - Co-Manager-Goldman Sachs
    - Co-Manager-RBC Capital Markets
3. Bond Counsel-Orrick, Herrington & Sutcliffe LLP
4. Disclosure Counsel-Fulbright & Jaworski LLP
5. Economist-Dr. John Husing
5. SANBAG staff:
    - Raymond Wolfe, Executive Director
    - Andrea Zureick, Director of Fund Administration and Programming
    - Hilda Flores, Chief of Accounting and Procurement
    - Eileen Teichert, General Counsel

Financial Impact: Proceeds of the Sales Tax Revenue Bonds will be used for capital projects, capitalized interest and issuance costs.

Reviewed By: This item was received by the General Policy Committee on April 16, 2014.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1405c-wws

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: May 7, 2014

Subject: Employee Classification, Compensation, and Benefits Study

Recommendation:* Receive information on the progress of the Employee Classification, Compensation, and Benefits Study.

Background: In March 2014, the Board approved the release of RFP No. 14125 for an Employee Classification, Compensation, and Benefits Study. SANBAG received one responsive proposal and the Executive Director awarded the contract to Koff & Associates, for a not to exceed contract amount of $34,940. Work on the study will begin in April and is expected to be completed by the end of May 2014.

During the study, Koff & Associates will review existing job classifications, determine the total compensation competitiveness of the positions with the labor market, and align internal compensation based on differences in duties and responsibilities. As part of the process, SANBAG will also evaluate the major components of the benefit program to determine the value of our health, dental, life insurance, paid time off, and the SBCERA retirement program. In addition, staff is seeking recommendations on reporting relationships and organizational structure for specific groups.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
Add agreement link here
BRD1405a-dab

As soon as the study is completed, a final report and recommendation will be prepared and submitted to the General Policy Committee and the SANBAG Board for acceptance.

Financial Impact: This item has no impact on the adopted SANBAG Budget.

Reviewed By: This item was reviewed by the General Policy Committee on April 16, 2014.

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

BRD1405a-dab

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: May 7, 2014

Subject: SANBAG Memberships to Regional, State, and National Trade Organizations

Recommendation:* Continue SANBAG memberships to regional, state, and national trade organizations as listed below.

Background: Each year SANBAG staff provides a listing of associations, their purpose, and annual membership dues to regional, state, and national trade organizations. SANBAG has been a long time member of the listed organizations and has benefited from membership as a source of information relevant to the industry, through advocacy efforts for legislative and/or regulatory change, and through professional associations for program innovation and exchange. Some organizations provide regular information on regulations, funding opportunities, and regulatory requirements. A number of the organizations have provided support for SANBAG projects and programs and transportation improvements.

Association Purpose	Annual Dues
American Public Transit Association (APTA) This organization works to ensure that public transportation is available and accessible for all communities in the country through advocacy, innovation and information sharing. APTA provides access to research and reports, standards development in transit, legislative updates and advocacy at the federal level, training opportunities on the latest issues and best practices for transit, and peer review data and panels to ensure our local agencies are keeping up with standards in the field.	$ 1,383

*

Approved
Board of Directors

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1405c-dab

Association Purpose	Annual Dues
California Transit Association (CTA) Public sector, non-profit association of over 190 of California's largest urban, suburban, and rural transit operators, commuter rail agencies, transit support groups, transit suppliers, and government agencies. CTA is committed to a collaborative approach to advocating for improved transit operations throughout California, and works with local, state and federal legislators advocating for transit. CTA conducts state level advocacy for stable transit funding, provides access to technical reports and updates on issues specific to transit needs in California, and provides access to educational opportunities on transit practices in California.	$ 1,050
California Association of Coordinated Transportation (CalACT) CalACT is the largest state transit association in the United States, with nearly 300 members dedicated to promoting professional excellence, stimulating ideas and advocating for effective community transportation. CalACT is a clearing house for information and resources on transit and paratransit management. This organization also is an advocate for rural transit agencies.	$ 785
Mobility 21 Organization of public, business and community stakeholders pursuing regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties. Mobility 21 provides strong regional advocacy on transportation issue at the state and federal levels. The Board of Directors includes the CEOs of the five transportation commissions, SCAG, AAA, and the major regional Chambers of Commerce.	$20,000
Self Help Counties Coalition Organization of 19 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, Caltrans, the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.	$ 5,700

Association Purpose	Annual Dues
Coalition for Americas Gateways and Trade Corridors (CAGTC) CAGTC focuses attention on the importance and essential federal role in interstate commerce, international trade, and the development and maintenance of the transportation infrastructure and logistics systems that support them. These issues are critical to San Bernardino County because of its position astride the nation's largest multimodal freight corridor and the prominence of the logistics sector in our economy.	$ 6,500 (On hold pending future direction from Board)
Southern California Association of Governments (SCAG) SCAG bylaws provide for SANBAG, as one of the five County Transportation Commissions within the region, to appoint a representative to the SCAG Regional Council from its governing board, dependent upon being a dues-paying member. SANBAG participation with SCAG is essential for the development of the Regional Transportation Plan/Sustainable Communities Strategy.	$25,000
Inland Empire Economic Partnership (IEEP) IEEP is a private sector voice for business and quality of life in the Inland Empire. It recruits and supports business, advocates for an educated workforce, works to ensure business friendly transportation and infrastructure policy for the economic betterment of Riverside and San Bernardino Counties.	$15,000
Inland Action Inland Action promotes diverse economic development in the Inland Empire. They advocate on a broad array of issues including transportation policy and financing at the state and federal levels. Their membership consists of a large number of private and public interests, interlacing the business and public sectors to form the basis of strong policy advocacy.	$ 3,100

SANBAG staff recommends that SANBAG continue its memberships with all of these organizations except for CAGTC. Staff has been working with CAGTC on their direction and how that aligns with SANBAG's priorities. Membership in this organization is being withheld at this time to allow for further discussions. Membership in this organization will be brought back to the SANBAG Board for consideration before the end of 2014.

Financial Impact: SANBAG's cost for membership in these organizations is approximately $78,518. Payment of membership dues is within the Executive Directors authority and funding will be incorporated into the Fiscal Year 2014/2015 SANBAG budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014.

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

BRD1405c-dab

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: May 7, 2014

Subject: Award Freeway Service Patrol (FSP) Tow Services Contracts

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

1) Award Contract No. C14010 to Navarro's Towing for Freeway Service Patrol Beat No. 2 for a five-year term, for an amount not-to-exceed $961,768 as outlined in the Financial Impact Section.

2) Award Contract No. C14094 to Roy and Dot's Towing for Freeway Service Patrol Beat No. 4 for a five-year term, for an amount not-to-exceed $928,500 as outlined in the Financial Impact Section.

3) Award Contract No. C14011 to Airport Mobil Towing for Freeway Service Patrol Beat No. 5 for a five-year term, for an amount not-to-exceed $928,500 as outlined in the Financial Impact Section.

4) Ratify the San Bernardino Associated Governments Contract Administrator's decision to deem the three bids received after the proposal submittal deadline per the Request for Proposals as non-responsive.

Background: The Freeway Service Patrol (FSP) consists of a fleet of tow trucks patrolling urban freeways for the purpose of assisting motorists with their disabled vehicles

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE	X	CMA	X

Check all that apply.

BRD1405a-jh

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/ContractsWorkInProcess%20Files%20%202014/C14010.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/ContractsWorkInProcess%20Files%20%202014/C14011.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/ContractsWorkInProcess%20Files%20%202014/C14094.docx

during peak periods of congestion. The stretch of highway that the fleet patrols 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 in traffic lanes, reducing traffic delays, as well as decreasing fuel consumption, vehicular emissions and secondary incidents. San Bernardino began its program in January 2006, has eight separate beats in operation and assists more than 3,000 motorists each month.

San Bernardino Associated Governments (SANBAG) receives an annual allocation from the State of California to implement FSP services, which is matched 20% with local revenues. These funds are sufficient to operate the eight beats during the morning and afternoon peak periods Monday through Friday, on the most congested segments of the highways in the San Bernardino Valley.

In October 2013, the Executive Director approved the release of RFP 14009 for Beats 1, 2, and 5. In January 2014, staff brought forward an item to the Board awarding only Beat 1 for RFP 14009. Staff determined that there were not enough competitive bids submitted to make a correct determination to award Beats 2 and 5. As a result, extensive outreach efforts were implemented and a new RFP was released that included Beat 4, which is set to expire December 31, 2014.

In December 2013, SANBAG staff initiated an outreach program for the Freeway Service Patrol (FSP) Program. The outreach consisted of various components; with the goal to increase the participation of new tow operators in the FSP Program.

Outreach included:

- Telephone Survey: Called tow operators that are currently active in the CHP Rotation Tow Program.
- Face-to-Face meetings: Met with six (6) tow operators at their facilities to educate, and discuss the FSP Program with them.
- Proposal Writing Seminar: Conducted a seminar for tow operators on how to write a proposal for the FSP Program which was attended by 13 tow companies. This seminar also included a very helpful Q & A session.
- Presentation at California Tow Truck Association (CTTA): Conducted a presentation about the FSP Program at the local CTTA meeting.

As discussed below, these efforts clearly helped in bringing in more competitive bids to the FSP Program. It also helped SANBAG establish a relationship with

the CTTA for any future RFPs that may be released and for better communication about current topics/issues in the tow industry.

The current contracts for FSP Beats 2 and 5 expire on July 31, 2014. The current contract for FSP Beat 4 expires on December 31, 2014. The Executive Director approved the release of the Request for Proposal (RFP 14010) for the three Contracts (C14010, C14011, and C14094), on January 15, 2014, seeking proposals from qualified tow operators. The three beats cover the following areas:

1. Beat 2 – Interstate (I)-10 from Haven Avenue to Sierra Avenue
2. Beat 4 – State Route (SR)-60 from Reservoir Street to Milliken Avenue
3. Beat 5 – Interstate (I)-15 from Jurupa Street to Summit Avenue

The RFP was posted on SANBAG's website and notifications of the RFP were sent out to more than 100 vendors, Public Notice Ads were placed in several local newspapers, and two RFP notifications were mailed to more than 80 tow operators in the surrounding Southern California area which are on the California Highway Patrol's (CHP) Rotation Tow lists (a program requirement). A non-mandatory pre-proposal meeting was conducted on January 28, 2014, which was attended by eight (8) tow agencies.

As a result, eight tow operators submitted proposals for Beats 2, 4, and 5 (Airport Mobil Towing, Bill and Wags Towing, Bob's Towing, Navarro's Towing, Pepe's Towing, Riverside Towing, Steve's Towing, and Quality Towing); and two tow operators submitted proposals for Beat 4 (Pomona Valley Towing and Roy and Dot's Towing) for a total of ten (10). Three proposers were deemed non-responsive due to their proposals arriving after the required 2:00 p.m. deadline on Tuesday, February 18, 2014. The late proposals were deemed non-responsive and returned to the proposers without further consideration or evaluation per the Proposal Submittal section of the RFP. The final list of proposers whose proposals were evaluated are (in alphabetical order): Airport Mobil Towing of Ontario, Navarro's Towing of Fontana, Pepe's Towing Service, Inc. of Colton, Pomona Valley Towing, Inc. of Pomona, Roy and Dot's Towing of Rialto, Steve's Towing of Rancho Cucamonga and Quality Towing of Riverside.

Overall, staff felt outreach efforts were highly successful for this RFP. SANBAG received more than twice, and for some Beats, three times the number of proposals for this solicitation when compared to the previous FSP RFP that was completed late in 2013. In addition, the contracts were changed from three years with the opportunity for two one-year options to a straight five-year contract with the capability to price years 4 and 5 at a different rate. This was done to accommodate the tow companies when financing their trucks.

The Evaluation Team that reviewed the proposals consisted of a representative from CHP local office, Riverside County Transportation Commission (RCTC) and SANBAG. After an initial review, the Evaluation Team made their "short list" recommendations based on the following criteria.

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies and review of client references;
2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment;
3. Work Plan - depth of Proposer's understanding of requirements and overall quality of work plan, ability to recruit and retain drivers and ability to meet backup vehicle requirements;
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on).

A total of six tow operators made the short list, and were notified that they would be visited by the Evaluation Team for an on-site field interview. The final list of the short-listed proposers includes (in alphabetical order): Airport Mobil Towing, Navarro's Towing, Pomona Valley Towing, Inc., Roy and Dot's Towing, Steve's Towing, and Quality Towing.

The evaluation team conducted interviews at each of the Proposer's tow yards. Then each Proposer was asked a series of about twelve questions and the evaluation committee walked each of the yards to ensure it met basic FSP needs such as having a secure lot that will house the FSP tow trucks.

Navarro's Towing was ranked as number 1 on Beats 2, 4, and 5. However, the evaluation team decided to only award one Beat per tow operator. This was decided due to past experiences of awarding multiple Beats to one operator which tended to overwhelm and greatly challenge them. The committee also felt that bringing in new tow operators to the San Bernardino FSP Program would also be very beneficial. Roy and Dot's Towing came in at number 2 followed by Airport Mobil Towing at number 3.

Since Navarro's Towing came in at number 1, they had first choice in picking their desired Beat. Navarro's Towing has been awarded Beat 2 along the I-10 from Haven Avenue to Sierra Avenue. Navarro's Towing is best suited to perform the services for Beat 2 for a variety of reasons, including prior FSP experience with Los Angeles (LA) and Riverside counties, extensive experience with law enforcement tow programs, price structure, approach to the services, staffing, as well as excellent references. Another important consideration is their close proximity to Beat 2 from their yard which is less than five minutes away.

Navarro's hourly rate for Beat 2 shall be at $54.00 per hour for the first three years of the contract and $50.00 per hour for years 4-5 of the contract.

Roy and Dot's Towing only submitted a proposal for Beat 4. Roy and Dot's Towing is the current operator on Beat 4, which is along the SR-60 from the Reservoir Street to Milliken Avenue. Roy and Dot's drivers have provided excellent service to the public during their five year term of the contract. They are best suited to perform the services on this Beat for many reasons including staffing approach, approach to carry out the services, extensive experience with law enforcement tow programs, price structure, as well as excellent references. In addition, Roy and Dot's Towing employs SANBAG's Top driver for 2010 and 2011 and Driver of Excellence for 2012. Roy and Dot's Towing's hourly rate for Beat 4 shall be $50.00 per hour for all five years of the contract.

Finally, Airport Mobil Towing was awarded Beat 5, which runs along the I-15 from Jurupa Street to Summit Avenue. Airport Mobil Towing has also had extensive experience with law enforcement tow contracts, AAA contracts, and many years in the tow industry. They provided an excellent plan to carry out the FSP duties as well as staffing plans and an excellent pricing structure. In addition, Airport Mobil will be SANBAG's and all of Southern California's FIRST Compressed Natural Gas (CNG) tow truck provider for the FSP Program. This will serve as a great demonstration for the county to see the benefits of natural gas tow trucks. While this is Airport Mobil Towing's first time entering into a contract with SANBAG for FSP, they have an outstanding track record with their current contractors from government to private sector. Airport Mobil Towing's hourly rate for Beat 5 shall be $50.00 per hour for all five years of the contract.

All three of these firms submitted excellent proposals showcasing their ability to meet critical requirements outlined in the RFP. They also had great interviews and secure tow yards. These awards shall bring two new tow companies into the San Bernardino FSP Program, for a total of three new companies within the last two RFP's.

Attached are the Scope of Services for each of the vendors, which will be incorporated into their Contracts (Exhibit A), as well as pricing information (Exhibit B), and the Fines and Penalties Schedule (Exhibit C). Upon Board approval, the contracts will be executed and service for Beat 2 will begin on August 1, 2014, Beat 4 will begin on January 2, 2015, and Beat 5 will begin on August 1, 2014. With the Board's approval, this service will continue to be provided to the motoring public without disruption.

Financial Impact: Funds for all three Beats are included in the Fiscal Year (FY) 2014/2015 Budget. Future funding to reimburse the contractors in subsequent fiscal years will be included in those respective budgets.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the contracts.

Responsible Staff: Kelly Lynn, Chief of Air Quality & Mobility Programs

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CONTRACT SUMMARY SHEET

Contract No. C 14010 Amendment No. _____

By and Between

San Bernardino Associated Governments and Navarro's Towing

Contract Description Freeway Service Patrol along Beat #2

Board of Director's Meeting Date: May 7, 2014
Overview of BOD Action: Approve C14010 for Freeway Service Patrol services along Beat 2.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	961,768	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	961,768	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	961,768	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	961,768

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
8/1/2014	7/31/2019	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract cur ently exists in Task No.0704.
☐ A Budget Amendment is required.
How are we funding current FY? 80% STATE FSP 20% DMV SAFE

☐ Fede al Funds | ☒ State Funds | ☒ Local Funds | ☐ TDA Funds | ☐ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
Will continued to paid for by State FSP and local funds.
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

JENNY HERRERA		4/1/14
Project Manager (Print Name)	Signature	Date
DUANE BAKER		4-1-14
Task Manager (Print Name)	Signature	Date
Andrea Zureick		4/3/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		4/7/14
Contract Administrator (Print Name)	Signature	Date
WILLIAM RITO		4/8/14
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT C14010

ATTACHMENT "A" – SCOPE OF WORK

1.0

Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat requires two (2) primary certified FSP tow trucks and one (1) certified back up FSP tow truck. Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's Freeway Service Patrol (FSP) tow trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Tow Truck Drivers ("Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

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

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program, therefore all policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP Driver to contact the CHP Communications Center to request a CHP Rotation Tow or other services. FSP Tow Truck Drivers shall not be allowed to tow as an independent CONTRACTOR from an incident that occurred during the FSP shift. This is only allowed after the shift when called as a Rotation Tow by CHP. If called as a Rotation

Tow after a FSP shift, the FSP Tow Truck Driver must remove all FSP markings such as vests, uniforms and any sort of FSP signage.

There may be some instances where the FSP Tow Truck Driver may be requested to provide assistance to CHP officers. FSP Tow Truck Drivers shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

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

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

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the Contractor at while at the meeting. If the Contractor cannot have a management-level representative at a meeting, Contractor shall notify SANBAG and CHP at least two business (2) days prior to the meeting. Management-level attendance at these meetings shall be considered part of the Contractor's contractual responsibility. Meetings are scheduled, and the Contractor will be notified no later than three (3) working days prior to the meeting.

Please refer to Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SANBAG, Caltrans) and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her FSP Tow Truck Drivers may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to

adhere to the most current version of the SOP Manual. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these services will have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW, number of certified FSP primary tow trucks (2 per Beat), number of certified FSP Back-Up trucks (1 per Beat), hours of operation and tentative holidays on which the cost of each Beat shall be based. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request.

4.0 Equipment Requirements:

A. Tow Truck Requirements:

Both (2) primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with non-salvage title. The chassis and working parts of the truck must be free of any mechanical defects or physical damage at the onset of the contract.

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

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

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

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

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

Please refer to Exhibit "C" for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the FSP equipment list is subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

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

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.

2. Boom with a minimum static rating of 8,000 pounds. (NOTE: The Boom must have a minimum static rating of 8,000 pounds, even though The Tow Truck Inspection guide for FSP Contract Operations Manual says that a 5,000 minimum static rating is fine – it still has to meet the required four (4) ton recovery rating regardless of the minimum. You may obtain this manual via the CHP website at: www.chp.ca.gov).
3. Winch - 8,000 pound rating on the first layer of cable.
4. Wire rope - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Nextel).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Fuses (highway flares), 15 minute, or (36)
    Fuses (highway flares), 30 minute (20)
34. Cones 18" (6)
35. Hydraulic jack, min. 4,000 lbs. floor (1)

36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle or compressor, hoses and fittings to fit tire valve stems, 100 psi capacity (1)
39. Flashlight and spare batteries (1)
40. Tail lights/brake lights, portable remote with extension cord (1 set)
41. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
42. Funnel, multi-purpose, flexible spout (1)
43. Pop-Up Dolly (with tow straps), portable for removing otherwise Un-towable vehicles (1)
44. Five (5)-gallon can with lid filled with clean absorb-all (1)
45. Empty trash can with lid (Five gallon) (1)
46. Lock out set (1)

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

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

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

Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SANBAG along with the installer must be able to access the two certified primary FSP tow trucks and the one certified back up FSP tow trucks no later than five (5) business days prior to the start date of the Beat(s).

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

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

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

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP Certified Back-Up Tow Truck should be used when a Certified Primary FSP Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a Certified Primary FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" for further details on violations and penalties. Certified FSP Tow Trucks are subject to inspections during FSP service hours and non-FSP service hours by CHP.

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 minutes of the time when a Primary FSP Tow Truck is taken out of service for a mechanical or driver issue. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP Certified Back-Up Tow Truck is provided. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the FSP Tow Truck Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the FSP Tow Truck Driver must indicate in the "notes" section of the Personal Digital Assistant (PDA) that they have switched to a FSP Certified Back-Up Tow Truck.

In addition, not having a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for not having a FSP Certified Back-Up Tow Truck on the Beat within the 45 minute time period.

Please refer to Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the backup requirement noted above.

For further information see above Section 4.0, subsection C. "Vehicle Breakdown and Other Missed Service".

D. Vehicle Identification.

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

FSP markings as well as vehicle numbers shall be required on both sides of all trucks. The detachable markings (magnetic or other forms of FSP signage), provided by

SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat (do not bend in any way, even the comers. A bend to any of the comers will cause the sign to easily release from the truck while driving), clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld/PDAs for data collection. The AVL system, radios, handheld/PDA equipment shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Sprint cell phones (or equivalent direct connect device that will pair with Sprint CHP devices. ***Special Note: If you are considering purchasing something else other than a Sprint direct connect device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which*** **are currently** ***Sprint direct connect devices*** in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Sprint cell phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Sprint cell phones. In addition, Drivers are not permitted to take pictures, video or capture any

other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP services hours as well. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Any data input into the PDA device shall not be allowed while the vehicle is being operated/driven. Uses of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

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

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, CHP staff, and FSP CHP officers, and transfer FSP data collected with handheld/PDA units. Handheld/PDA units shall be downloaded at the end of each shift before the deadlines listed below to the computer workstation; therefore the computer workstation will need to be easily accessible to Drivers after each shift.

In addition, any data input into the PDA device shall not be allowed while the vehicle is being operated/driven. Use of the PDA or other devices while driving/operating a vehicle such as a cell phone are subject to California State Law.

The download schedule is as follows:

- For the AM shift, the deadline to download is 12 p.m. (noon),
- For the PM shift, the deadline to download is 12 a.m. (midnight).

If PDA's are not synced prior to the deadlines given, CONTRACTOR may be subject to fines as outlined in Exhibit "C".

The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 2 GB memory, 20 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; **Windows 7 and Microsoft Windows Mobile Device Center**, Anti-Virus software (Norton, McAfee, or Trend Micro): if utilizing different Anti-Virus software, please notify SANBAG prior to purchase or use. The computer must include a 9 pin RS232 serial port. The computer workstation must always be connected to the internet.

It is the CONTRACTOR's responsibility to ensure that the computer workstation is working at all times. If the CONTRACTOR is having problems with their workstation that would prevent proper syncing of PDA's or would create any negative impact on FSP Program assist data; CONTRACTOR must notify SANBAG and one of the FSP CHP officers immediately. Computer equipment shall be inspected and cleaned on a quarterly basis by the CONTRACTOR; this includes: updating operating systems with security patches, time patches, loading system updates, and cleaning the interior of the computer workstation.

In addition, it is also the CONTRACTOR's responsibility to ensure that all Handheld/PDA units are working at all times. All Handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SANBAG within three (3) hours of problem being identified.** All workstations and Handheld/PDA's must be kept in a secure location. During all non-FSP operational hours, Handhelds/PDA's shall not be left in a tow truck or go home with a FSP Tow Truck Driver or anyone else. All Handhelds/PDA's must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Except for when the PDA is being used during FSP operational service hours, it must be plugged in and being charged at all times, this is required so that data and software "patches" are not lost. PDA's are to be with the FSP Tow Truck Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the tow operator's facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the workstation or the PDAs to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their computer workstation is operating, can interface with PDAs and has internet access at all times.

The CONTRACTOR shall provide access to the work station and PDAs for SANBAG and FSP CHP supervisors, or their designated designee, at any time during the course of the contract.

In addition, SANBAG shall review the workstation 30 calendar days prior to that start of the new FSP Beat service to ensure compliance of requirements.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORs should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the workstation and handheld/PDA units at any time. If upon inspection SANBAG

determines that workstation and/or PDA's are not being properly updated/stored; the CONTRACTOR will be subject to fines as outlined in Exhibit "C".

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 hours) at their hourly penalty rate three (3) times their hourly rate. The final penalty shall be determined and assessed by FSP Management.

2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.

3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the tow operator's monthly invoice.

Please refer to Exhibit "C" for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and current California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their

tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRATOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The FSP Tow Truck Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their PDA:

- inspection worksheet prior to the commencement of driving the tow truck
- mileage log prior to the commencement of driving the tow truck.

The Driver shall also be required to complete an assist record for each incident utilizing the handheld/PDA.

FSP Tow Truck Drivers will be required to utilize a Handheld/PDA to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. FSP Tow Truck Drivers will be trained on using Handheld/PDA units to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for FSP Tow Truck Drivers to complete and turn in are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed and returned to the SANBAG as soon as possible, and ideally no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms may be subject to penalties as outlined in Exhibit "C".

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class each quarter for a total of four hours of on-going training each year. CONTRACTORs shall pay all FSP Tow Truck Drivers and Back-Up FSP Tow Truck Drivers for attending the required training.

A. Driving record and criminal history check.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP (refer to Chapter 11, Annex A).

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a FSP Tow Truck Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract. Any Driver or potential Driver not meeting the requirements put forth in the following documents will be automatically excluded from the FSP Program. Documents can be found on the CHP website at: http://www.chp.ca.gov/programs/rotation.html.

- Tow Service Agreement for Rotational Tow Operator (HPM 81.2, Vehicle Procedures Manual)
- Element 15 (C and D) Annex GG ("Criminal Conviction Disqualifications for Rotational Tow Operator/Drivers")

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any FSP Tow Truck Driver or potential FSP Tow Truck Driver who it determines is not suitable to represent the FSP Program with the public based on the background check. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting.

Background checks will be completed by CHP upon the acceptance of a CHP 234F.

B. Operator Equipment.

It shall be the responsibility of the CONTRACTOR to provide the FSP Tow Truck Driver with specified uniforms, protective toe boots, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have zip front with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be

approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the long sleeve uniform shirt/jumpsuit. A navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket under the vest or long sleeve shirt. A picture of the uniform is provided on pages 20-21 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in RFP Attachment "E", CONTRACTOR Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available

within a 45-minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis.

7.0 Beat Description.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

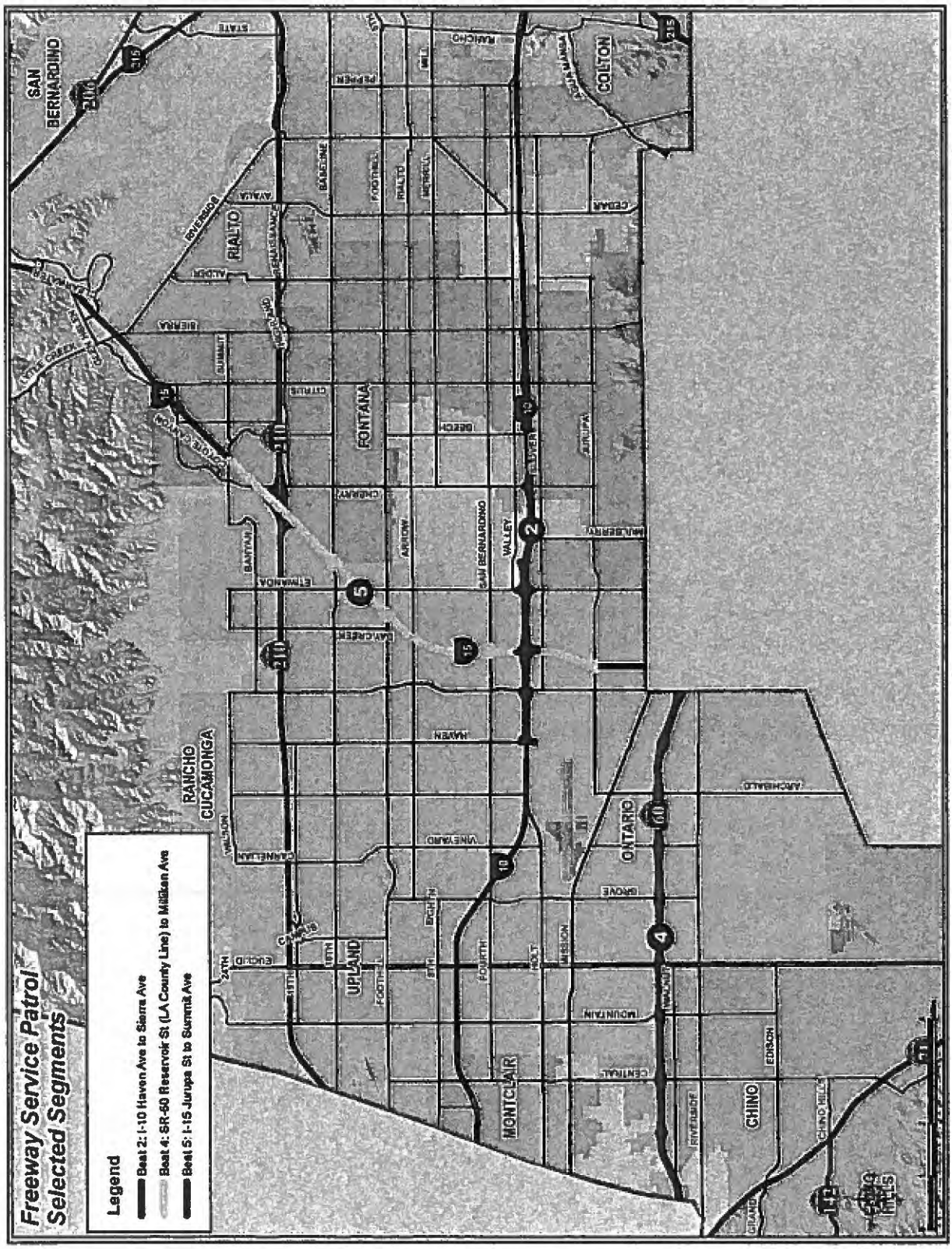
BEAT DESCRIPTION

Beat #	CHP Area Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
2	10	Interstate (I) 10 from Haven Avenue to Sierra Avenue	8.6	2	1

All Beats are scheduled to operate from 5:30 to 8:30 am (M-F) and from 3:00 to 7:00 pm (M-F).

Each Beat requires two (2) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck, available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract.

Please refer to Attached Map of Beat areas


Freeway Service Patrol
Selected Segments
Legend
Beat 2: I-10 Haven Ave to Sierra Ave
Beat 4: SR-60 Reservoir St (LA County Line) to Milliken Ave
Beat 5: I-15 Jurupa St to Summit Ave
SAN BERNARDINO
RIALTO
COLTON
FONTANA
RANCHO CUCAMONGA
UPLAND
ONTARIO
MONTCLAIR
CHINO

8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4- varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

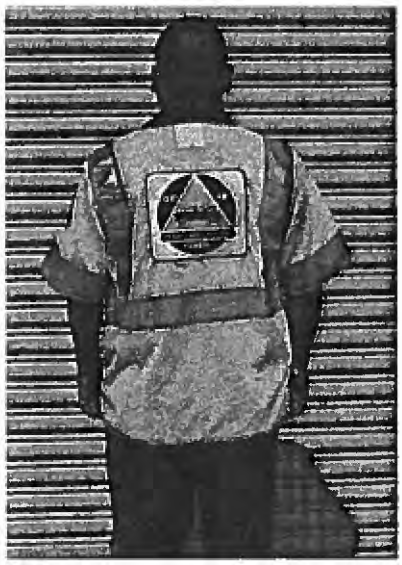
Approximate total service hours per vehicle per year: 1,736

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORs will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS

No hat:



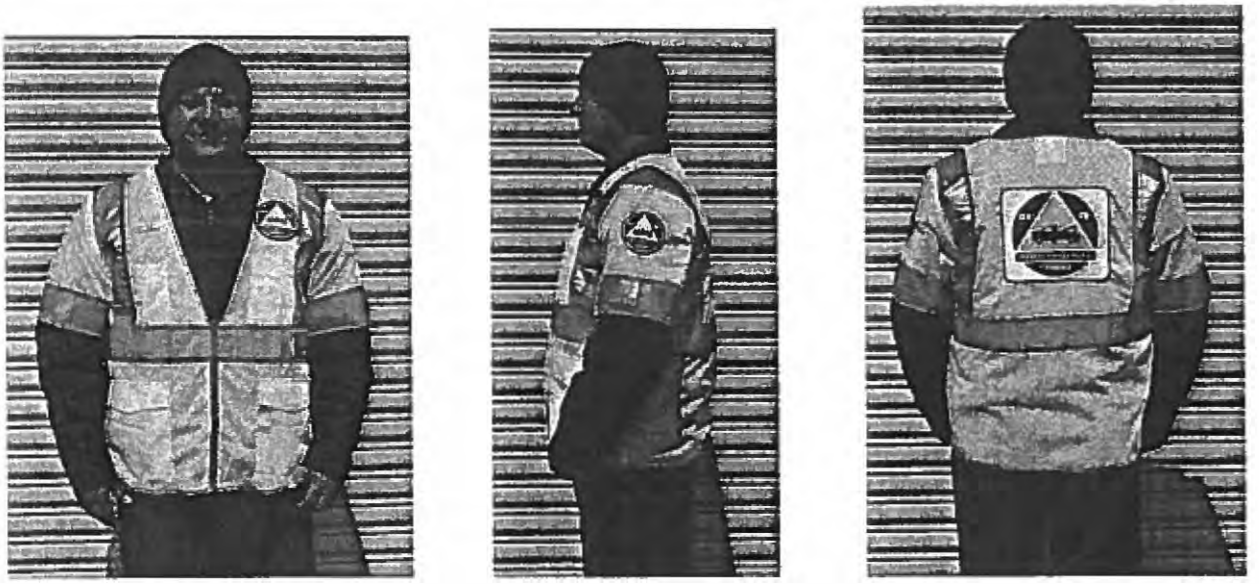


Hat:





Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):



Long Sleeves:



CONTRACT C14010

EXHIBIT B
Compensation and Payment

Overview Contract C14010 with Navarro's Towing for Beat 2
Contract Term 8/1/2014-7/31/2019

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck	Total Costs
2014/2015 (8/1/14 through 6/30/15) @ $54.00	1,616	113	1,729	$93,366.00	$186,732.00
2015/2016 @ $54.00	1,736	121	1,857	$100,278.00	$200,556.00
2016/2017 @ $54.00	1,736	121	1,857	$100,278.00	$200,556.00
2017/2018 8/1/17 and on @ $50.00	1,736	121	1,857	$87,712.00	$175,424.00
2018/2019 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2019/2020 (7/1/19-7/30/19) @ $50.00	120	8	128	$6,400.00	$12,800.00
Contract Total:	**8,680**	**605**	**9,285**	**$480,884.00**	**$961,768.00**

Average Annual Hours Per Truck Per Beat 1,736

Hourly Rate for Years 1-3: $54.00

Hourly Rate for Years 4-5: $50.00

YEARS 1-3

Penalized Down Time rate (in 1 minute increments): $2.70

Non- Penalized Down Time (in 1 minute increments): $0.90

Extra Time (in 1 minute increments): $0.90

YEARS 4-5

Penalized Down Time rate (in 1 minute increments): $2.70

Non- Penalized Down Time (in 1 minute increments): $0.90

Extra Time (in 1 minute increments): $0.90

Note: Two primary certified FSP Trucks are required As well as one Certified FSP Back-up truck.

CONTRACT C14010
EXHIBIT C

SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

Relevant section	Description of violation	Penalty
	Not having 2 primary and 1 back up tow trucks per each Beat "FSP" ready for inspection by CHP five (5) business days prior to the start of a Beat.	Flat $1,000 fine. In addition, should the trucks not be ready by the start of shift, Contractor shall be fined truck hourly rate times the # of trucks not available times the # of service minutes missed per each day compliance is not met.
5.0	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	$50.00 per PDA
5.0 E	Workstation does not meet requirements outlined in SOP.	$50.00 per incident
5.0 E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence

5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of Commission.
5.0G	Duplicate customer six digit survey number >10%	$50 and up. Case by case basis as determined by FSP Management.

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14094 Amendment No. _____

By and Between

San Bernardino Associated Governments and DK&J Enterprises, Inc. DBA Roy and Dots Towing

Contract Description Freeway Service Patrol along Beat #4

Board of Director's Meeting Date: May 7, 2014
Overview of BOD Action: Approve C14094 for Freeway Service Patrol services along Beat 4.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	928,500	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	928,500	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	928,500	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	928,500

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
1/2/2014	12/31/2019	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0704.
☐ A Budget Amendment is required.
How are we funding current FY? 80% STATE FSP 20% DMV SAFE

☐ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
Will continued to paid for by State FSP and local funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

JENNY HERRER		4/1/14
Project Manager (Print Name)	Signature	Date
Duane A. Baker		4-1-14
Task Manager (Print Name)	Signature	Date
Andrea Zureick		4/8/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		4/7/14
Contract Administrator (Print Name)	Signature	Date
[illegible]		4/8/14
Chief Financial Officer (Print Name)	Signature	Date

Contract Summary Sheet 11/8/12

CONTRACT C14094

ATTACHMENT "A" – SCOPE OF WORK

1.0

Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat requires two (2) primary certified FSP tow trucks and one (1) certified back up FSP tow truck. Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's Freeway Service Patrol (FSP) tow trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Tow Truck Drivers ("Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

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

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program, therefore all policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual.

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

There may be some instances where the FSP Tow Truck Driver may be requested to provide assistance to CHP officers. FSP Tow Truck Drivers shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

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

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

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the Contractor at while at the meeting. If the Contractor cannot have a management-level representative at a meeting, Contractor shall notify SANBAG and CHP at least two business (2) days prior to the meeting. Management-level attendance at these meetings shall be considered part of the Contractor's contractual responsibility. Meetings are scheduled, and the Contractor will be notified no later than three (3) working days prior to the meeting.

Please refer to Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SANBAG, Caltrans) and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her FSP Tow Truck Drivers may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these services will

have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW, number of certified FSP primary tow trucks (2 per Beat), number of certified FSP Back-Up trucks (1 per Beat), hours of operation and tentative holidays on which the cost of each Beat shall be based. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request.

4.0 Equipment Requirements:

A. Tow Truck Requirements:

Both (2) primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with non-salvage title. The chassis and working parts of the truck must be free of any mechanical defects or physical damage at the onset of the contract.

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

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

Prior to commencement of service, the CHP will inspect each tow truck designated for the San Bernardino County FSP Program to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These

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

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

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

Please refer to Exhibit "C" for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the FSP equipment list is subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

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

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds. (NOTE: The Boom must have a minimum static rating of 8,000 pounds, even though The Tow Truck Inspection guide for FSP Contract Operations Manual says that a 5,000

minimum static rating is fine – it still has to meet the required four (4) ton recovery rating regardless of the minimum. You may obtain this manual via the CHP website at: www.chp.ca.gov).

3. Winch - 8,000 pound rating on the first layer of cable.
4. Wire rope - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Nextel).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Fuses (highway flares), 15 minute, or (36)
    Fuses (highway flares), 30 minute (20)
34. Cones 18" (6)
35. Hydraulic jack, min. 4,000 lbs. floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle or compressor, hoses and fittings to fit

tire valve stems, 100 psi capacity	(1)
39. Flashlight and spare batteries	(1)
40. Tail lights/brake lights, portable remote with extension cord	(1 set)
41. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets	(1 set)
42. Funnel, multi-purpose, flexible spout	(1)
43. Pop-Up Dolly (with tow straps), portable for removing otherwise Un-towable vehicles	(1)
44. Five (5)-gallon can with lid filled with clean absorb-all	(1)
45. Empty trash can with lid (Five gallon)	(1)
46. Lock out set	(1)

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

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

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

Installation of FSP related equipment:

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

with the installer must be able to access the two certified primary FSP tow trucks and the one certified back up FSP tow trucks no later than five (5) business days prior to the start date of the Beat(s).

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

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

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

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP Certified Back-Up Tow Truck should be used when a Certified Primary FSP Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a Certified Primary FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" for further details on violations and penalties. Certified FSP Tow Trucks are subject to inspections during FSP service hours and non-FSP service hours by CHP.

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 minutes of the time when a Primary FSP Tow Truck is taken out of service for a mechanical or driver issue. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP Certified Back-Up Tow Truck is provided. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fine time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the FSP Tow Truck Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the FSP Tow Truck Driver must indicate in the "notes" section of the Personal Digital Assistant (PDA) that they have switched to a FSP Certified Back-Up Tow Truck.

In addition, not having a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for not having a FSP Certified Back-Up Tow Truck on the Beat within the 45 minute time period.

Please refer to Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the backup requirement noted above.

For further information see above Section 4.0, subsection C. "Vehicle Breakdown and Other Missed Service".

D. Vehicle Identification.

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

FSP markings as well as vehicle numbers shall be required on both sides of all trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of

the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat (do not bend in any way, even the corners. A bend to any of the corners will cause the sign to easily release from the truck while driving), clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld/PDAs for data collection. The AVL system, radios, handheld/PDA equipment shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Sprint cell phones (or equivalent direct connect device that will pair with Sprint CHP devices. ***Special Note: If you are considering purchasing something else other than a Sprint direct connect device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which*** **are currently** ***Sprint direct connect devices*** in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Sprint cell phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Sprint cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any

FSP related images during non FSP services hours as well. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Any data input into the PDA device shall not be allowed while the vehicle is being operated/driven. Uses of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

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

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, CHP staff, and FSP CHP officers, and transfer FSP data collected with handheld/PDA units. Handheld/PDA units shall be downloaded at the end of each shift before the deadlines listed below to the computer workstation; therefore the computer workstation will need to be easily accessible to Drivers after each shift.

In addition, any data input into the PDA device shall not be allowed while the vehicle is being operated/driven. Use of the PDA or other devices while driving/operating a vehicle such as a cell phone are subject to California State Law.

The download schedule is as follows:

- For the AM shift, the deadline to download is 12 p.m. (noon),
- For the PM shift, the deadline to download is 12 a.m. (midnight).

If PDA's are not synced prior to the deadlines given, CONTRACTOR may be subject to fines as outlined in Exhibit "C".

The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 2 GB memory, 20 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; **Windows 7 and Microsoft Windows Mobile Device Center**, Anti-Virus software (Norton, McAfee, or Trend Micro): if utilizing different Anti-Virus software, please notify SANBAG prior to purchase or use. The computer must include a 9 pin RS232 serial port. The computer workstation must always be connected to the internet.

It is the CONTRACTOR's responsibility to ensure that the computer workstation is working at all times. If the CONTRACTOR is having problems with their workstation

that would prevent proper syncing of PDA's or would create any negative impact on FSP Program assist data; CONTRACTOR must notify SANBAG and one of the FSP CHP officers immediately. Computer equipment shall be inspected and cleaned on a quarterly basis by the CONTRACTOR; this includes: updating operating systems with security patches, time patches, loading system updates, and cleaning the interior of the computer workstation.

In addition, it is also the CONTRACTOR's responsibility to ensure that all Handheld/PDA units are working at all times. All Handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SANBAG within three (3) hours of problem being identified.** All workstations and Handheld/PDA's must be kept in a secure location. During all non-FSP operational hours, Handhelds/PDA's shall not be left in a tow truck or go home with a FSP Tow Truck Driver or anyone else. All Handhelds/PDA's must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Except for when the PDA is being used during FSP operational service hours, it must be plugged in and being charged at all times, this is required so that data and software "patches" are not lost. PDA's are to be with the FSP Tow Truck Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the tow operator's facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the workstation or the PDAs to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their computer workstation is operating, can interface with PDAs and has internet access at all times.

The CONTRACTOR shall provide access to the work station and PDAs for SANBAG and FSP CHP supervisors, or their designated designee, at any time during the course of the contract.

In addition, SANBAG shall review the workstation 30 calendar days prior to that start of the new FSP Beat service to ensure compliance of requirements.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORs should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the workstation and handheld/PDA units at any time. If upon inspection SANBAG determines that workstation and/or PDA's are not being properly updated/stored; the CONTRACTOR will be subject to fines as outlined in Exhibit "C".

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 hours) at their hourly penalty rate three (3) times their hourly rate. The final penalty shall be determined and assessed by FSP Management.

2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.

3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the tow operator's monthly invoice.

Please refer to Exhibit "C" for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and current California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRATOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The FSP Tow Truck Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their PDA:

- inspection worksheet prior to the commencement of driving the tow truck
- mileage log prior to the commencement of driving the tow truck.

The Driver shall also be required to complete an assist record for each incident utilizing the handheld/PDA.

FSP Tow Truck Drivers will be required to utilize a Handheld/PDA to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. FSP Tow Truck Drivers will be trained on using Handheld/PDA units to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for FSP Tow Truck Drivers to complete and turn in are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed and returned to the SANBAG as soon as possible, and ideally no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms may be subject to penalties as outlined in Exhibit "C".

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class each quarter for a total of four hours of on-going training each year. CONTRACTORs shall pay all FSP Tow Truck Drivers and Back-Up FSP Tow Truck Drivers for attending the required training.A. Driving record and criminal history check.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP (refer to Chapter 11, Annex A).

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a FSP Tow Truck Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract. Any Driver or potential Driver not meeting the requirements put forth in the following documents will be automatically excluded from the FSP Program. Documents can be found on the CHP website at: http://www.chp.ca.gov/programs/rotation.html.

- Tow Service Agreement for Rotational Tow Operator (HPM 81.2, Vehicle Procedures Manual)
- Element 15 (C and D) Annex GG ("Criminal Conviction Disqualifications for Rotational Tow Operator/Drivers")

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any FSP Tow Truck Driver or potential FSP Tow Truck Driver who it determines is not suitable to represent the FSP Program with the public based on the background check. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting.

Background checks will be completed by CHP upon the acceptance of a CHP 234F.

B. Operator Equipment.

It shall be the responsibility of the CONTRACTOR to provide the FSP Tow Truck Driver with specified uniforms, protective toe boots, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have zip front with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the long sleeve uniform shirt/jumpsuit. A navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket under the vest or long sleeve shirt. A picture of the uniform is provided on pages 20-21 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in RFP Attachment "E", CONTRACTOR Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis.

7.0 Beat Descriptions.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

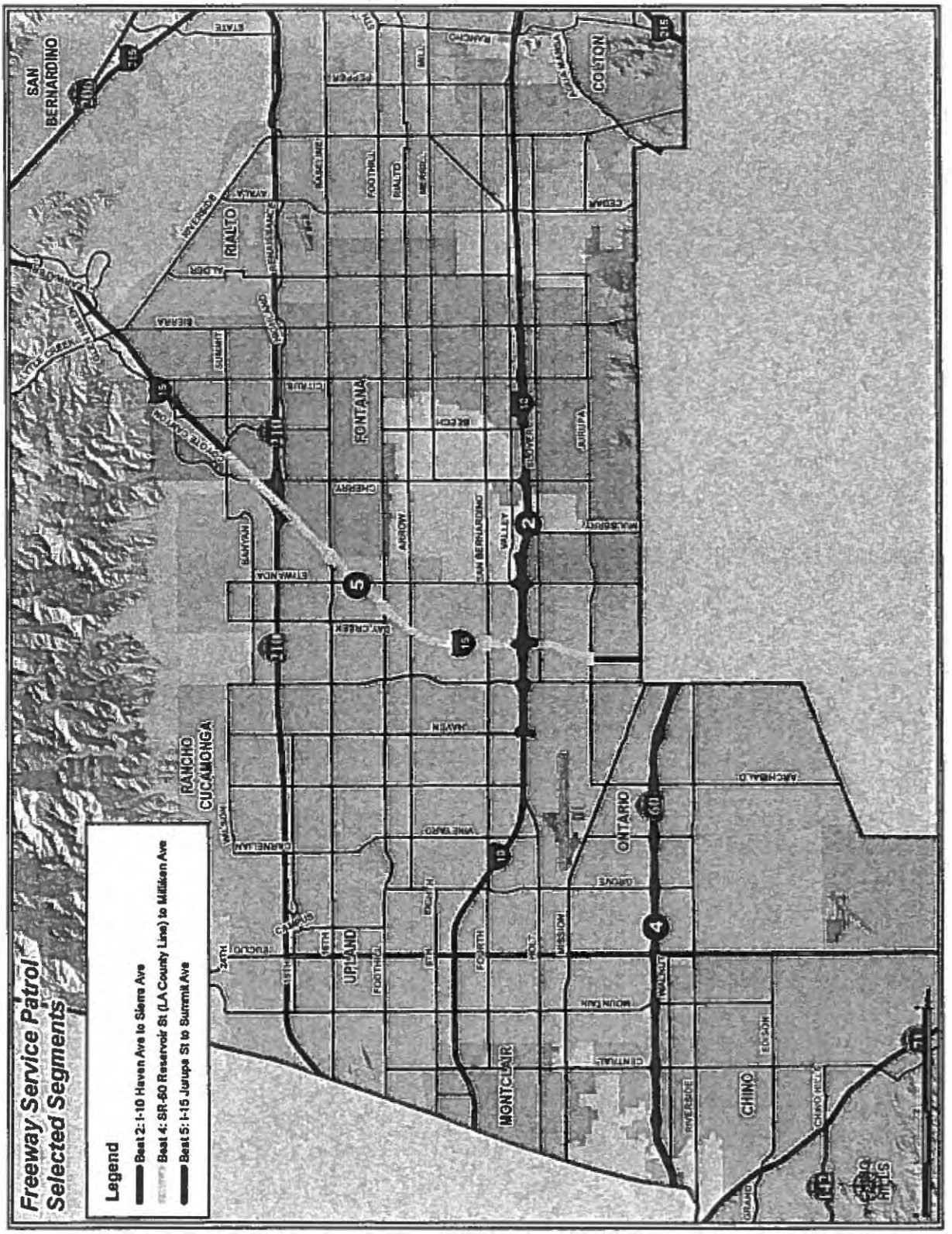
BEAT DESCRIPTIONS

Beat #	CHP Area Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
4	5-6	State Route (SR) 60 from Reservoir St. (LA County line) to Milliken Avenue	9.96	2	1

All Beats are scheduled to operate from 5:30 to 8:30 am (M-F) and from 3:00 to 7:00 pm (M-F).

Each Beat requires two (2) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck, available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract.

Please refer to Attached Map of Beat areas


Freeway Service Patrol
Selected Segments
Legend
Beat 2: I-10 Haven Ave to Sierra Ave
Beat 4: SR-60 Reservoir St (LA County Line) to Milliken Ave
Beat 5: I-15 Jurupa St to Summit Ave
SAN BERNARDINO
RIALTO
COLTON
FONTANA
RANCHO CUCAMONGA
UPLAND
ONTARIO
MONTCLAIR
CHINO

8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

Approximate total service hours per vehicle per year: 1,736

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day).. CONTRACTORs will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS

No hat:



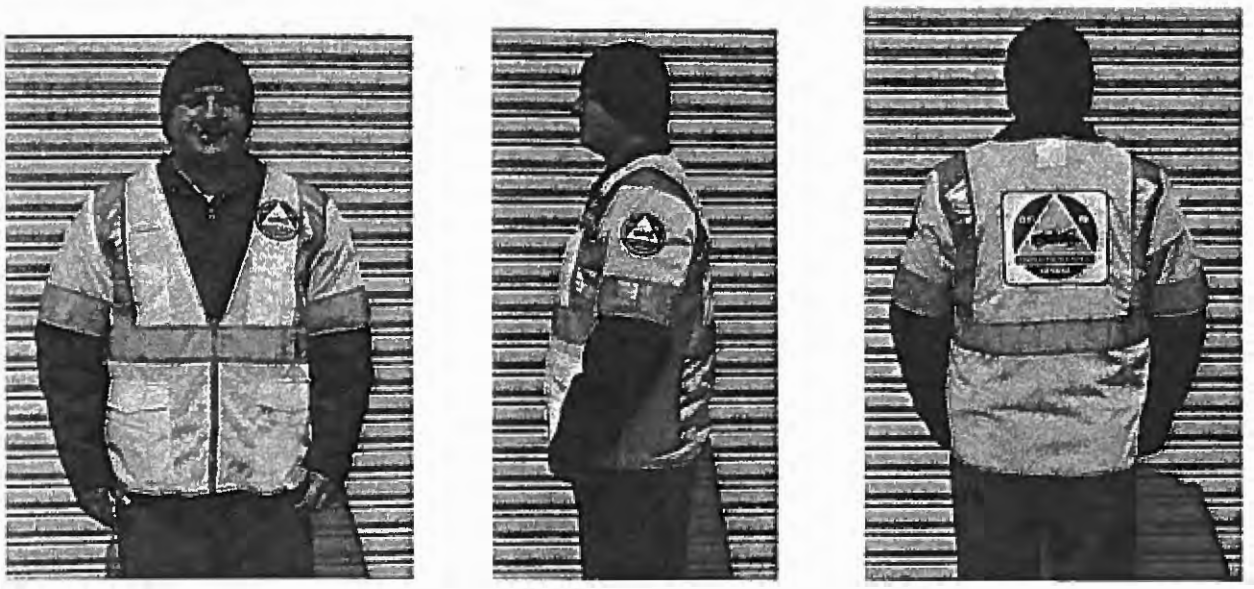


Hat:





Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):



Long Sleeves:



CONTRACT C14094

EXHIBIT B
Compensation and Payment

Overview Contract C14094 with Roy and Dot's Towing for Beat 4
Contract Term 1/2/2015-12/31/2019

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck	Total Costs
2014/2015 (1/2/15 through 6/30/15) @ $50.00	868	60.5	928.5	$46,425.00	$92,850.00
2015/2016 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2016/2017 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2017/2018 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2018/2019 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2019/2020 (7/1/19-12/31/19) @ $50.00	868	60.5	928.5	$46,425.00	$92,850.00
Contract Total:	**8,680**	**605**	**9,285**	**$464,250.00**	**$928,500.00**

Average Annual Hours Per Truck Per Beat 1,736

Hourly Rate for Years 1-3: $50.00

Hourly Rate for Years 4-5: $50.00

YEARS 1-3

Penalized Down Time rate (in 1 minute increments): $2.49

Non- Penalized Down Time (in 1 minute increments): $0.83

Extra Time (in 1 minute increments): $0.83

YEARS 4-5

Penalized Down Time rate (in 1 minute increments): $2.49

Non- Penalized Down Time (in 1 minute increments): $0.83

Extra Time (in 1 minute increments): $0.83

Note: Two primary certified FSP Trucks are required

As well as one Certified FSP Back-up truck.

CONTRACT C14094
EXHIBIT C

SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

Relevant section	Description of violation	Penalty
	Not having 2 primary and 1 back up tow trucks per each Beat "FSP" ready for inspection by CHP five (5) business days prior to the start of a Beat.	Flat $1,000 fine. In addition, should the trucks not be ready by the start of shift, Contractor shall be fined truck hourly rate times the # of trucks not available times the # of service minutes missed per each day compliance is not met.
5.0	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	$50.00 per PDA
5.0 E	Workstation does not meet requirements outlined in SOP.	$50.00 per incident
5.0E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of Commission.
5.0G	Duplicate customer six digit survey number >10%	$50 and up. Case by case basis as determined by FSP Management.

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14011 Amendment No. _____

By and Between

San Bernardino Associated Governments and Airport Mobil Towing

Contract Description Freeway Service Patrol along Beat #5

Board of Director's Meeting Date: May 7, 2014
Overview of BOD Action: Approve C14011 for Freeway Service Patrol services along Beat 5.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	928,500	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	928,500	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	928,500	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	928,500

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
8/1/2014	7/31/2019	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0704.
☐ A Budget Amendment is required.
How are we funding current FY? 80% STATE FSP 20% DMV SAFE

☐ Federal Funds | ☒ State Funds | ☒ Local Funds | ☐ TDA Funds | ☐ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
Will continued to paid for by State FSP and local funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

JENNY HERRERA		4/1/14
Project Manager (Print Name)	Signature	Date
DUANE BAKER		4-1-14
Task Manager (Print Name)	Signature	Date
Andrea Zureick		4/3/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		
Contract Administrator (Print Name)	Signature	Date
W 5 MW/RBP		4/8/14
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT C14011

ATTACHMENT "A" – SCOPE OF WORK

1.0

Summary of Scope of Work

CONTRACTOR shall provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Each Beat requires two (2) primary certified FSP tow trucks and one (1) certified back up FSP tow truck. Where conditions permit, safe removal of small debris may also be required. The CONTRACTOR's Freeway Service Patrol (FSP) tow trucks shall be exclusively dedicated to providing FSP services during the designated hours of operation. All tow truck maintenance activities for the primary and back-up tow trucks shall be conducted during non-designated service hours.

CONTRACTOR's FSP Tow Truck Drivers ("Drivers") shall assist motorists involved in minor accidents and those with disabled vehicles. When and where conditions warrant, service may take place on the freeway shoulders. The Drivers shall continuously patrol their assigned Beat, respond to CHP dispatched calls for service, and use the designated turnaround locations and designated drop locations assigned by CHP.

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

All FSP services shall be provided at no cost to the motorist. The Drivers shall not accept any gratuities, gifts or money to perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. The CONTRACTOR shall follow the CHP Standard Operating Procedures (SOP) Manual. The CHP is responsible for the day-to-day supervision of the FSP Program, therefore all policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP Manual.

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

There may be some instances where the FSP Tow Truck Driver may be requested to provide assistance to CHP officers. FSP Tow Truck Drivers shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

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

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

CONTRACTOR shall attend, or send a designated management-level representative to all FSP Project Management Meetings (i.e. required FSP Technical Advisory Committee (TAC) meeting which meets every other month). The FSP Project Management meetings will encompass focused and informal/formal discussions concerning but not limited to; scope, services, schedule, and current progress of services, relevant cost issues, and future project objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e. FSP TAC meeting) that has the ability to make management-level decisions on the behalf of the Contractor at while at the meeting. If the Contractor cannot have a management-level representative at a meeting, Contractor shall notify SANBAG and CHP at least two business (2) days prior to the meeting. Management-level attendance at these meetings shall be considered part of the Contractor's contractual responsibility. Meetings are scheduled, and the Contractor will be notified no later than three (3) working days prior to the meeting.

Please refer to Exhibit "C" for further details on violations and penalties.

2.0 Contract Representatives.

SANBAG, Caltrans) and the CHP will jointly oversee the FSP services (hereinafter singularly or jointly referred to as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP Manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her FSP Tow Truck Drivers may be dispatched. Please note that this SOP Manual is updated as needed and that the CONTRACTOR is responsible to adhere to the most current version of the SOP Manual. Also note that the successful Proposer(s) which enters into an agreement with the SANBAG for these services will

have the SOP Manual and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

3.0 Service Location.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. The limits are identified in the SOW, number of certified FSP primary tow trucks (2 per Beat), number of certified FSP Back-Up trucks (1 per Beat), hours of operation and tentative holidays on which the cost of each Beat shall be based. SANBAG reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

At any time during the contract's term, SANBAG reserves the right to adjust Beat specifications (length of Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. The CONTRACTOR may be requested by CHP, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent Beat area. Drivers may be permitted to do this only upon CHP request.

4.0 Equipment Requirements:

A. Tow Truck Requirements:

Both (2) primary FSP Tow Trucks will be exclusively dedicated to FSP services during the hours of FSP operations.

The FSP Program will utilize at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis and four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than a year old with a maximum of 50,000 miles with non-salvage title. The chassis and working parts of the truck must be free of any mechanical defects or physical damage at the onset of the contract.

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

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

Prior to commencement of service, the CHP will inspect each tow truck designated for the San Bernardino County FSP Program to ensure that it meets the tow truck specifications and to ensure that it meets or exceeds safety requirements. These

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

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

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

Please refer to Exhibit "C" for further details on violations and penalties.

SANBAG follows and relies on the policies and procedures set forth in the SOP Manual developed by CHP. Please note that the FSP equipment list is subject to change at any time. For the most updated equipment list, please refer to the latest SOP Manual.

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

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds. (NOTE: The Boom must have a minimum static rating of 8,000 pounds, even though The Tow Truck Inspection guide for FSP Contract Operations Manual says that a 5,000

minimum static rating is fine – it still has to meet the required four (4) ton recovery rating regardless of the minimum. You may obtain this manual via the CHP website at: www.chp.ca.gov).

3. Winch - 8,000 pound rating on the first layer of cable.
4. Wire rope - 100 ft., 3/8-inch diameter, with a working limit of 3500 pounds.
5. Towing slings rated at 3,000 pounds minimum.
6. Two (2) Tow chains 3/8" alloy or OEM specs. J/T hooks assembly.
7. Rubber faced push bumper.
8. Mounted spotlight capable of directing a beam both front and rear.
9. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
10. Public address system.
11. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
12. Heavy duty, 60+ amp battery.
13. Radios with the ability to communicate with the CONTRACTOR's base office (Nextel).
14. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies, and must be mounted for safety concerns.
15. Suitable cab lighting.
16. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
17. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
18. Rear work lights (4)
19. Safety chain D-ring or eyelet mounted on rear of truck.
20. Motorcycle Straps (2)
21. Diesel fuel in plastic jerry cans (5 gallons)
22. Unleaded gasoline in plastic jerry cans (5 gallons)
23. Safety chains min. 5 ft. (2)
24. First aid kit (small 5" x 9") (1)
25. Fire extinguisher aggregate rating of at least 4 B-C units (1)
26. Pry bar - 36" or longer (1)
27. Radiator water in plastic container (5 gallons)
28. Sling crossbar spacer blocks (2)
29. 4" x 4" x 48" wooden cross beam (1)
30. 4" x 4" x 60" wooden cross beam (1)
31. 24" wide street broom (1)
32. Square point shovel (1)
33. Fuses (highway flares), 15 minute, or (36)
    Fuses (highway flares), 30 minute (20)
34. Cones 18" (6)
35. Hydraulic jack, min. 4,000 lbs. floor (1)
36. Four way lug wrench (1 std.) (1)
37. Four way lug wrench (1 metric) (1)
38. Rechargeable air bottle or compressor, hoses and fittings to fit

tire valve stems, 100 psi capacity (1)

39. Flashlight and spare batteries (1)
40. Tail lights/brake lights, portable remote with extension cord (1 set)
41. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets (1 set)
42. Funnel, multi-purpose, flexible spout (1)
43. Pop-Up Dolly (with tow straps), portable for removing otherwise Un-towable vehicles (1)
44. Five (5)-gallon can with lid filled with clean absorb-all (1)
45. Empty trash can with lid (Five gallon) (1)
46. Lock out set (1)

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

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

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

Installation of FSP related equipment:

Upon execution of the contract, SANBAG will designate and cover the cost of the selected installer for the San Bernardino FSP digital radio equipment and SANBAG's Automatic Vehicle Locator (AVL) equipment. SANBAG covers the initial cost of the FSP digital radio and the AVL equipment as well. Please note that SANBAG along with the installer must be able to access the two certified primary FSP tow trucks and the one certified back up FSP tow trucks no later than five (5) business days prior to the start date of the Beat(s).

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

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

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

B. FSP Certified Back-Up Tow Truck.

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available for each Beat during FSP service hours that is in full compliance with this Contract, unless otherwise authorized by SANBAG in writing. The FSP Certified Back-Up Tow Truck should be used when a Certified Primary FSP Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a Certified Primary FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Exhibit "C" for further details on

violations and penalties. Certified FSP Tow Trucks are subject to inspections during FSP services hours and non-FSP service hours by CHP.

C. Vehicle Breakdown and Other Missed Service.

A FSP Certified Back-Up Tow Truck must be in service on the Beat within 45 minutes of the time when a Primary FSP Tow Truck is taken out of service for a mechanical or driver issue. The CONTRACTOR shall not be paid for the time period that the contractually required trucks are not in service. If a vehicle is not made available within the 45 minute time period, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a FSP Certified Back-Up Tow Truck is provided. If a FSP Tow Truck is not ready due to a breakdown at the start of a shift, the fme time will be calculated from the start of the shift. If the entire shift is missed, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate. FSP Tow truck maintenance shall be performed during non-FSP service hours.

In the event that a FSP Certified Back-Up Tow Truck is required to continue the shift, the FSP Tow Truck Driver must complete a new inspection worksheet and mileage log prior to the commencement of driving the tow truck, and notify one of the FSP CHP Supervisors immediately. In addition, the FSP Tow Truck Driver must indicate in the "notes" section of the Personal Digital Assistant (PDA) that they have switched to a FSP Certified Back-Up Tow Truck.

In addition, not having a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for not having a FSP Certified Back-Up Tow Truck on the Beat within the 45 minute time period.

Please refer to Exhibit "C" for further details on violations and penalties.

Please note: Existing FSP tow operator contracts with the Riverside County Transportation COMMISSION (RCTC) or any other neighboring FSP service, does not qualify as meeting the backup requirement noted above.

For further information see above Section 4.0, subsection C. "Vehicle Breakdown and Other Missed Service".

D. Vehicle Identification.

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

FSP markings as well as vehicle numbers shall be required on both sides of all trucks. The detachable markings (magnetic or other forms of FSP signage), provided by SANBAG, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The CONTRACTOR is also required to keep all FSP related signage flat (do not bend in any way, even the corners. A bend to any of the corners will cause the sign to easily release from the truck while driving), clean, out of direct sunlight when being stored, and out of public view while being stored during non-FSP operational hours.

E. Communications Equipment.

Each FSP vehicle shall be equipped with various communication devices that will enable the Driver to communicate with the CHP Communications Center as well as the FSP CHP Officers. All vehicles shall be equipped with an AVL system, radios, and handheld/PDAs for data collection. The AVL system, radios, handheld/PDA equipment shall be purchased, owned, supplied, and installed by SANBAG only. SANBAG shall select the equipment installation vendor.

The CONTRACTOR shall be responsible for maintaining the security of the SANBAG owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. SANBAG shall pay for repair fees for normal wear and tear to equipment. However, SANBAG will deduct repair fees as well as the full replacement cost of any SANBAG equipment due to improper use or negligence by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. SANBAG supplied vehicle equipment shall be returned immediately (within one to three business days – supervised and organized by SANBAG FSP staff) upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the CONTRACTOR and shall be installed and securely mounted in all certified FSP Tow Trucks by the CONTRACTOR.

The CONTRACTOR is also required to use Sprint cell phones (or equivalent direct connect device that will pair with Sprint CHP devices. ***Special Note: If you are considering purchasing something else other than a Sprint direct connect device, please confirm with SANBAG and/or CHP as to whether or not the device will be compatible with existing CHP equipment. Equipment purchased for the FSP Program must be compatible with FSP CHP officer devices which*** **are currently** ***Sprint direct connect devices*** in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Sprint cell phones shall be purchased, owned, maintained, and paid for by the CONTRACTOR. The

CONTRACTOR will also be responsible for all operating costs of the Sprint cell phones. In addition, Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours, or capture any FSP related images during non FSP services hours as well. These actions will not be tolerated and a Driver that is found doing this will not be permitted to work in the FSP Program. Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by SANBAG; all parties associated with the incident will be excluded from the FSP Program.

Any data input into the PDA device shall not be allowed while the vehicle is being operated/driven. Uses of other devices while driving/operating a vehicle such as cell phones are subject to California State Law.

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

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with SANBAG, CHP staff, and FSP CHP officers, and transfer FSP data collected with handheld/PDA units. Handheld/PDA units shall be downloaded at the end of each shift before the deadlines listed below to the computer workstation; therefore the computer workstation will need to be easily accessible to Drivers after each shift.

In addition, any data input into the PDA device shall not be allowed while the vehicle is being operated/driven. Use of the PDA or other devices while driving/operating a vehicle such as a cell phone are subject to California State Law.

The download schedule is as follows:

- For the AM shift, the deadline to download is 12 p.m. (noon),
- For the PM shift, the deadline to download is 12 a.m. (midnight).

If PDA's are not synced prior to the deadlines given, CONTRACTOR may be subject to fines as outlined in Exhibit "C".

The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 2 GB memory, 20 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; **Windows 7 and Microsoft Windows Mobile Device Center**, Anti-Virus software (Norton, McAfee, or Trend Micro): if utilizing different Anti-Virus software, please notify SANBAG prior to purchase or use. The computer must include a 9 pin RS232 serial port. The computer workstation must always be connected to the internet.

It is the CONTRACTOR's responsibility to ensure that the computer workstation is working at all times. If the CONTRACTOR is having problems with their workstation that would prevent proper syncing of PDA's or would create any negative impact on FSP Program assist data; CONTRACTOR must notify SANBAG and one of the FSP CHP officers immediately. Computer equipment shall be inspected and cleaned on a quarterly basis by the CONTRACTOR; this includes: updating operating systems with security patches, time patches, loading system updates, and cleaning the interior of the computer workstation.

In addition, it is also the CONTRACTOR's responsibility to ensure that all Handheld/PDA units are working at all times. All Handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be reported to SANBAG within three (3) hours of problem being identified.** All workstations and Handheld/PDA's must be kept in a secure location. During all non-FSP operational hours, Handhelds/PDA's shall not be left in a tow truck or go home with a FSP Tow Truck Driver or anyone else. All Handhelds/PDA's must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Except for when the PDA is being used during FSP operational service hours, it must be plugged in and being charged at all times, this is required so that data and software "patches" are not lost. PDA's are to be with the FSP Tow Truck Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the tow operator's facility during non-FSP operational hours. Any other location shall not be permitted.

CONTRACTOR shall immediately report any issues with the workstation or the PDAs to SANBAG or the FSP CHP Officers. CONTRACTOR is directly responsible to ensure their computer workstation is operating, can interface with PDAs and has internet access at all times.

The CONTRACTOR shall provide access to the work station and PDAs for SANBAG and FSP CHP supervisors, or their designated designee, at any time during the course of the contract.

In addition, SANBAG shall review the workstation 30 calendar days prior to that start of the new FSP Beat service to ensure compliance of requirements.

The CONTRACTOR shall provide a quarterly inspection report to SANBAG indicating the status of all equipment. SANBAG will provide the quarterly report submittal form to the CONTRACTOR. CONTRACTORs should consider the accurate completion and timely return of this form as part of their contract requirements.

The CONTRACTOR shall allow SANBAG staff or its representative access to the workstation and handheld/PDA units at any time. If upon inspection SANBAG

determines that workstation and/or PDA's are not being properly updated/stored; the CONTRACTOR will be subject to fines as outlined in Exhibit "C".

F. Equipment Modifications

Modifying FSP communication/tracking equipment so that it does not function properly to SANBAG's specifications, and/or is disconnected or is moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cable, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, not putting radio equipment back in its original installed location, disconnecting any connectors, etc. Interfering with the operations of the equipment is strictly prohibited.

If modification is suspected, SANBAG shall conduct an inspection of the equipment on/near the Beat area or the vehicle may be sent to a designated location determined by the SANBAG. CONTRACTOR shall not access the AVL equipment in any way until SANBAG has arranged an inspection.

1) If any alterations are found with AVL related equipment owned by SANBAG; the CONTRACTOR shall be fined at a minimum: two complete FSP shifts (7 hours) at their hourly penalty rate three (3) times their hourly rate. The final penalty shall be determined and assessed by FSP Management.

2) The SANBAG shall determine the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.

3) In the event of alterations, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the tow operator's monthly invoice.

Please refer to Exhibit "C" for further details on violations and penalties.

5.0 Drivers.

All Drivers shall be required to have a safe driving record and current California Class C driver's license. All Drivers shall be at least 18 years of age or older at the time of background check. All Drivers shall be subject to driving record and criminal background checks through the CHP. Drivers shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required FSP equipment to provide safe and proper service. Any Driver from other FSP service areas will be evaluated by the CHP on a case-by-case basis. All Drivers must be capable of demonstrating their

tow operating abilities prior to formal CHP training. Additionally, the Drivers will be required to exercise good, sound judgment in carrying out their duties.

The CONTRATOR's Drivers shall be required to inform the CHP Communications Center at any time he/she leaves the assigned Beat. This includes replenishing expendable items such as gasoline, fire extinguisher, breaks, etc. The FSP Tow Truck Driver shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

Each Driver shall be responsible for accurately entering the following data into their PDA:

- inspection worksheet prior to the commencement of driving the tow truck
- mileage log prior to the commencement of driving the tow truck.

The Driver shall also be required to complete an assist record for each incident utilizing the handheld/PDA.

FSP Tow Truck Drivers will be required to utilize a Handheld/PDA to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. FSP Tow Truck Drivers will be trained on using Handheld/PDA units to enter accurate data using SANBAG data collection software.

Other important forms that shall be required for FSP Tow Truck Drivers to complete and turn in are the Liability Release Forms and the Damage Release Forms. It is critical that these forms are completed and returned to the SANBAG as soon as possible, and ideally no longer than thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms may be subject to penalties as outlined in Exhibit "C".

The CONTRACTOR is required to participate in the California Department of Motor Vehicles DMV Pull Notice Program.

If a Driver is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the CONTRACTOR shall permanently remove that Driver from the FSP program. If a Driver is charged with any crimes, the CONTRACTOR shall immediately suspend that Driver from duties under this Contract pending the outcome of the criminal case. If the Driver is not convicted, or is ultimately convicted of a lesser crime not described above, SANBAG retains the right to have the CONTRACTOR remove that Driver from the duties under the FSP program.

Mandatory CHP refresher training classes shall be scheduled during non-FSP hours. A minimum of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). The SANBAG FSP Program conducts a one hour refresher training class each quarter for a total of four hours of on-going training each year. CONTRACTORs shall pay all FSP Tow Truck Drivers and Back-Up FSP Tow Truck Drivers for attending the required training.

A. Driving record and criminal history check.

As required by California Vehicle Code Section 2430, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F and CHP 234 supplemental is received and accepted by CHP, a driver's license and criminal history check will be performed.

The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in the SOP (refer to Chapter 11, Annex A).

The criminal history check will consist of a preliminary background check to see if the applicant meets the criteria for a FSP Tow Truck Driver Certificate as outlined in California Vehicle Code Section 13377, and the FSP contract. Any Driver or potential Driver not meeting the requirements put forth in the following documents will be automatically excluded from the FSP Program. Documents can be found on the CHP website at: http://www.chp.ca.gov/programs/rotation.html.

- Tow Service Agreement for Rotational Tow Operator (HPM 81.2, Vehicle Procedures Manual)
- Element 15 (C and D) Annex GG ("Criminal Conviction Disqualifications for Rotational Tow Operator/Drivers")

In addition, SANBAG, and/or CHP may, in its sole discretion, require a CONTRACTOR to replace any FSP Tow Truck Driver or potential FSP Tow Truck Driver who it determines is not suitable to represent the FSP Program with the public based on the background check. If the applicant passes the preliminary check, then the applicant shall submit to fingerprinting.

Background checks will be completed by CHP upon the acceptance of a CHP 234F.

B. Operator Equipment.

It shall be the responsibility of the CONTRACTOR to provide the FSP Tow Truck Driver with specified uniforms, protective toe boots, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have zip front with a zipper.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½ inch tall (nameplate must be

approved by one of the FSP CHP officers). The nameplate shall be worn above the right chest pocket on the vest.

A safety vest with reflective stripes shall be worn and will be supplied by SANBAG. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. SANBAG will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The brass or gold nameplate with the name of the Driver (first initial of the first name and the full last name) shall be displayed on the front of the safety vest over the right front. **The CONTRACTOR is responsible for obtaining FSP CHP officer approval of the Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the Driver name plate.** An FSP logo patch is not required to be sewn on the navy blue Driver uniform.

All Drivers shall wear black work boots with protective (steel or composite) toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the long sleeve uniform shirt/jumpsuit. A navy blue jacket may also be worn at the Driver's option, if it meets all the uniform specifications. The CONTRACTOR and/or the Driver may contact CHP for any uniform questions.

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket under the vest or long sleeve shirt. A picture of the uniform is provided on pages 20-21 of this document titled: FSP Uniform Requirements

CONTRACTOR should refer to the most current SOP Manual in making sure they are following the most recent Driver equipment requirements.

6.0 Local Office.

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in RFP Attachment "E, CONTRACTOR Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. A FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available

within a 45-minute request of the Beat area regardless of the CONTRACTOR's office location.

The CONTRACTOR shall also provide telephone, fax service and email through which he/she or a responsible representative who has the authority to conduct business and make decisions on behalf of the CONTRACTOR during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. A fax machine and an email address that is monitored daily shall be provided for "noticing" purposes during operational and non-service hours. The CONTRACTOR will be responsible for having a company representative monitor and review messages/notices on a daily basis.

7.0 Beat Description.

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

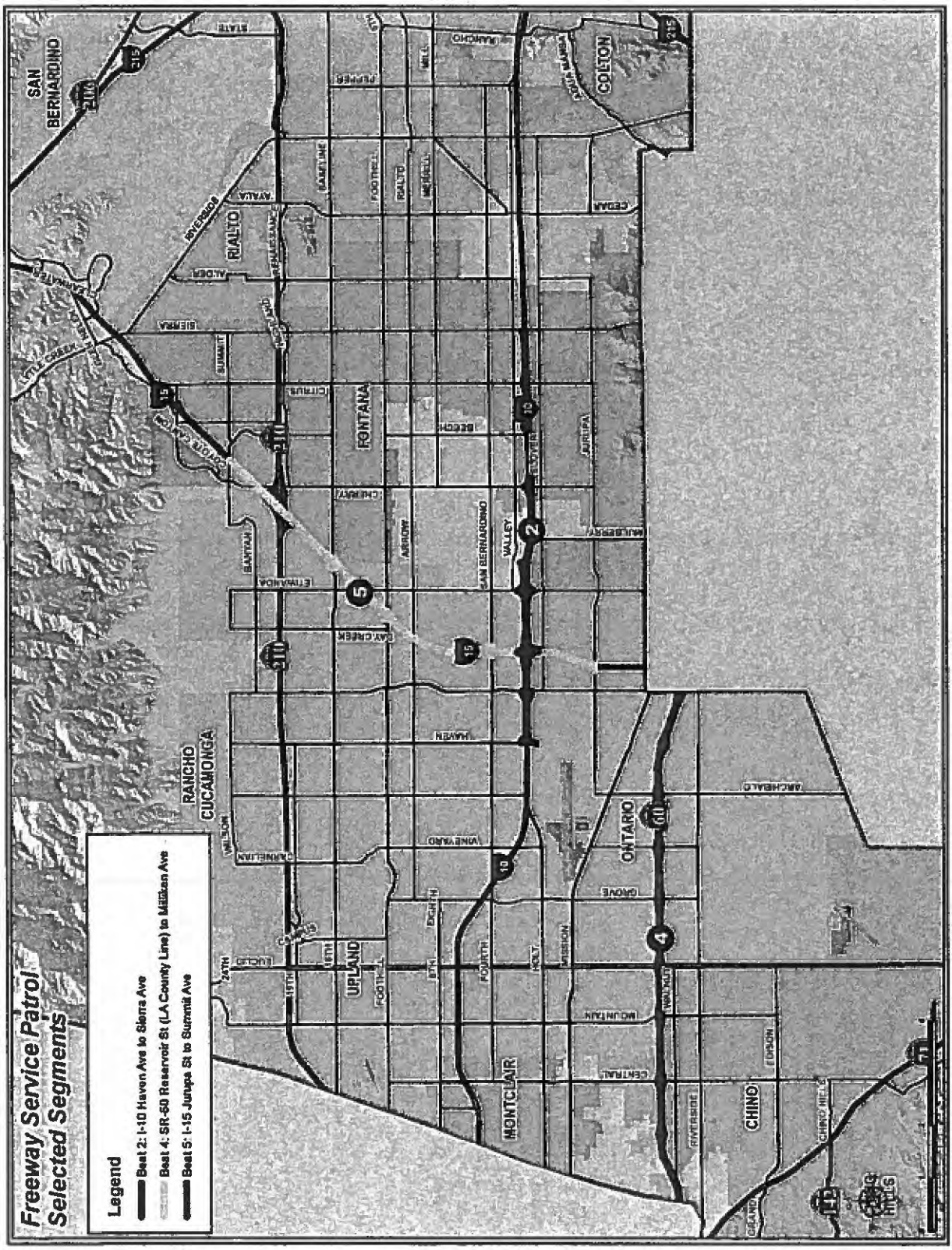
BEAT DESCRIPTION

Beat #	CHP Area Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
5	23	Interstate (I) 15 from Jurupa St. to Summit Avenue	9.6	2	1

All Beats are scheduled to operate from 5:30 to 8:30 am (M-F) and from 3:00 to 7:00 pm (M-F).

Each Beat requires two (2) Primary Certified FSP Tow Trucks and one (1) Back-Up Certified FSP Tow Truck, available during all FSP operational service hours. SANBAG reserves the right to change Beat hours and operational requirements during the course of the Contract.

Please refer to Attached Map of Beat areas


Freeway Service Patrol
Selected Segments
Legend
Beat 2: I-10 Haven Ave to Sierra Ave
Beat 4: SR-60 Reservoir St (LA County Line) to Milliken Ave
Beat 5: I-15 Jurupa St to Summit Ave
SAN BERNARDINO
RIALTO
FONTANA
COLTON
RANCHO CUCAMONGA
UPLAND
ONTARIO
MONTCLAIR
CHINO

8.0 FSP Holidays.

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Services are to be provided Monday through Friday at the hours designated in the Contract with the exception for the following holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

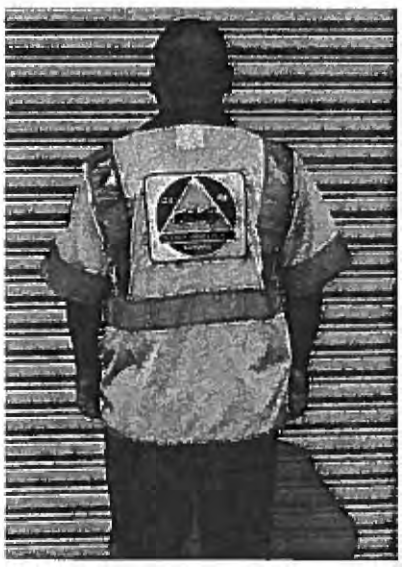
Approximate total service hours per vehicle per year: 1,736

In addition to the above service hours, at the discretion of SANBAG and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day). CONTRACTORs will be notified at least one week prior as to when FSP service hours are altered due to when certain holidays fall on the calendar. Each year could be different. Please note that FSP service hours can be altered for other unforeseen purposes as well.

9.0 FSP UNIFORM REQUIREMENTS

No hat:



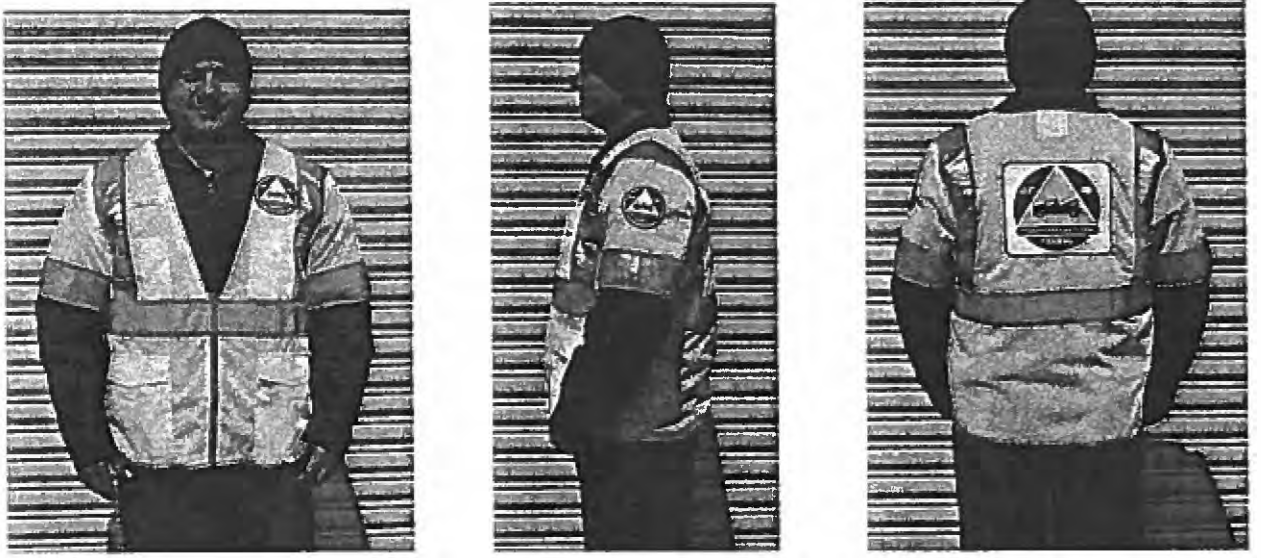


Hat:





Jacket and beanie: (beanie optional but if chosen must be worn with jacket or long sleeve shirt):



Long Sleeves:



CONTRACT C14011

EXHIBIT B
Compensation and Payment

Overview Contract C14011 with Airport Mobil Towing for Beat 5
Contract Term 8/1/2014-7/31/2019

Hourly Costs (per truck)	No. of Hours	7% More Hours	Total Hours	Cost Per Truck	Total Costs
2014/2015 (8/1/14 through 6/30/15) @ $50.00	1,616	113	1,729	$86,450.00	$172,900.00
2015/2016 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2016/2017 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2017/2018 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2018/2019 @ $50.00	1,736	121	1,857	$92,850.00	$185,700.00
2019/2020 (7/1/19-7/30/19) @ $50.00	120	8	128	$6,400.00	$12,800.00
Contract Total:	**8,680**	**605**	**9,285**	**$464,250.00**	**$928,500.00**

Average Annual Hours Per Truck Per Beat 1,736

Hourly Rate for Years 1-3: $50.00

Hourly Rate for Years 4-5: $50.00

YEARS 1-3

Penalized Down Time rate (in 1 minute increments): $2.49

Non- Penalized Down Time (in 1 minute increments): $0.83

Extra Time (in 1 minute increments): $0.83

YEARS 4-5

Penalized Down Time rate (in 1 minute increments): $2.49

Non- Penalized Down Time (in 1 minute increments): $0.83

Extra Time (in 1 minute increments): $0.83

Note: Two primary certified FSP Trucks are required As well as one Certified FSP Back-up truck.

CONTRACT C14011
EXHIBIT C

SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a Contractor if not in compliance with the policies and procedures of the Freeway Service Patrol Program. All final penalties shall be assessed by the determination of SANBAG.

Relevant section	Description of violation	Penalty
	Not having 2 primary and 1 back up tow trucks per each Beat "FSP" ready for inspection by CHP five (5) business days prior to the start of a Beat.	Flat $1,000 fine. In addition, should the trucks not be ready by the start of shift, Contractor shall be fined truck hourly rate times the # of trucks not available times the # of service minutes missed per each day compliance is not met.
5.0	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	$50.00 per PDA
5.0E	Workstation does not meet requirements outlined in SOP.	$50.00 per incident
5.0E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.

SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of Commission.
5.0 G	Duplicate customer six digit survey number >10%	$50 and up. Case by case basis as determined by FSP Management.

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: May 7, 2014

Subject: Contract with the Riverside County Transportation Commission (RCTC) for the implementation of San Bernardino County Trip Reduction and 511 programs

Recommendation:* That the Board, acting as the San Bernardino County Transportation Commission, approve Contract No. C13143 with Riverside County Transportation Commission, effective from July 1, 2013, through June 30, 2014, in an amount not-to-exceed $1,900,000.

Background: San Bernardino Associated Governments (SANBAG) has been involved in the funding and implementation of ridesharing and trip reduction services since the agency's inception. In 1993, SANBAG started a bi-county partnership with RCTC to provide implementation of local programs. In Fiscal Year (FY) 2002/2003, SANBAG's regional rideshare programs were implemented with the four other County Transportation Commissions (CTCs). Two years ago, an Inland Empire 511 program was developed and implemented in partnership with RCTC. It is recommended that RCTC and its subcontractors continue to provide these trip reduction and 511 program services to SANBAG for FY 2013/2014.

Under this contract for FY 2013/2014, SANBAG and RCTC will continue to share 511 program costs equally (50%/50%) and will continue to enhance the program as needs arise. The services provided by RCTC (through its various contractors) are briefly outlined in Attachment A to C13143, and include:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

BRD1405a-nm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/ContractsWorkInProcess%20Files%20%202014/C13143.docx

1. Rideshare Services ($1,204,000) to include:
    a. Technical and programmatic assistance to county employers;
    b. Maintenance of a regional commuter database;
    c. Survey and ride guide dissemination;
    d. Operation of a 511 phone and web system available to commuters 24 hours a day, 7 days per week, 365 days per year;
    e. Expanded Teleservices function, responding to 511 as well as other inquiries from commuters and employers;
    f. Outreach, marketing campaigns, promotional efforts;
    g. Special projects and one time studies/surveys;
    h. Coordination and participation on local, regional and state committees; and
    i. Marketing/outreach throughout the fiscal year.

2. Rideshare incentive and reward programs ($696,000) to include:
    a. Option Rideshare incentive program for new ridesharers who try a rideshare mode for a 3 month trial period;
    b. A nine month staggered vanpool incentive; and
    c. The Rideshare Plus reward program for ongoing ridesharers.

The county trip reduction/rideshare program is funded in part through federal Congestion Mitigation/Air Quality (CMAQ) funds, which were allocated by the SANBAG Board on October 5, 2005. The rideshare program funding has also been programmed in the Regional Transportation Improvement Program and is included in the Regional Transportation Plan. As a transportation control measure, ridesharing strategies are needed in order to assist the region in meeting its air quality and transportation conformity goals.

This contract was presented to the General Policy Committee in draft form while final details were worked out and negotiated with RCTC.

Financial Impact: The total contract amount is $1,900,000, and has been budgeted in the FY 2013/2014 Budget. Funding sources are Measure I Valley TMS ($195,320) and CMAQ ($1,704,680).

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on May 8, 2013. SANBAG General Counsel, Contract Administrator and Fund Administration have reviewed this item and the Agreement.

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

BRD1405a-nm

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13143 Amendment No. _____

By and Between

SANBAG and RCTC

Contract Description Trip Reduction/Rideshare Programs

Board of Director's Meeting Date: 6/5/13
Overview of BOD Action: Approve Agreement with RCTC for Trip Reduction/Rideshare Programs for the period beginning July 1, 2013 through June 30, 2014, in an amount not to exceed $1,900,000.

Is this a Sole-Source procurement? ☒ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	1,900,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	1,900,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,900,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
7/1/13	6/30/14	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0406.
☐ 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:
Measure I Valley TMS funds at 10.28% and CMAQ funds at 89.72% of allowable costs.
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Nikki Miller	Nikki Miller	4/8/13
Project Manager (Print Name)	Signature	Date
Duane Baker		4-8-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	4/9/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		4/10/13
Contract Administrator (Print Name)	Signature	Date
L Strickert		4/16/13
Chief Financial Officer (Print Name)	Signature	Date

AGREEMENT C13143

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FOR

IMPLEMENTATION OF SAN BERNARDINO COUNTY FISCAL YEAR 2013/2014 EMPLOYER AND COMMUTER TRIP REDUCTION/RIDESHARE PROGRAMS

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of July 2013 ("Effective Date"), in the State of California by and between SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, referred to herein as "SANBAG," and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION, referred to herein as "RCTC."

WHEREAS, SANBAG approved allocation of Measure I - Valley Traffic Management Systems (VTMS) funds, and Victor Valley Traffic Management Systems funds, and Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy to Users (SAFE-TEA LU) Congestion Mitigation and Air Quality (CMAQ) funds, the allocation of SAFE-TEA LU (initially approved in October of 2005 by SANBAG board), to provide trip reduction services as well as incentives for the commuter programs.

WHEREAS, SANBAG receives SAFE-TEA LU and other federal funds and may use these funds to reimburse RCTC for its services in performing Employer and Commuter Trip Reduction/Rideshare Services and RCTC will comply with all applicable federal requirements concerning these federal funds including the Catalog of Domestic Assistance Title No. 20.205.

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

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

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

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

WHEREAS, RCTC will own and/or operate web based software ("Software") implementing the Employer and Commuter Trip ReductionRideshare Services.

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

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

NOW, THEREFORE, the parties agree as follows:

A. Contract Services.

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

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

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

(a) Quarterly Commuter Assistance Report

(b) Quarterly Commuter Assistance Activity Master Report

(c) Quarterly Regional Database Report

(d) Monthly IE511 All Hands Meeting Minutes/Agenda/Stats

4. RCTC will notify and work collaboratively with SANBAG regarding any possible program changes that would impact the Services.

5. SANBAG shall timely respond to RCTC on matters requiring RCTC to coordinate with SANBAG, as set forth in Attachment "A".

B. Compensation.

1. It is understood that SANBAG funding for the program under this Agreement will not exceed one million nine hundred thousand dollars, and no cents ($1,900,000.00) and is being provided from the following sources:

(a) One million seven hundred four thousand six hundred eighty dollars and no cents ($1,704,680) from CMAQ funds, and

(b) One hundred ninety-five thousand three hundred twenty dollars and no cents ($195,320) from San Bernardino County local ½ cent sales tax, Measure I-Valley Funds (Measure I Funds).

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

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

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

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

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

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

C. Term.

1. This Agreement shall commence on July 1, 2013, and terminate on June 30, 2014, unless it is extended by a written amendment approved by the parties.

2. Either party may terminate this Agreement by giving thirty (30) days written notice to the other for no or any reason, including, but not limited to, changes in

legislation, rules and regulations impacting trip reduction programs. SANBAG shall pay for any service provided up to the effective date of the termination.

3. The Executive Directors of both RCTC and SANBAG shall have the authority in their sole discretion to give notice of termination on behalf of their respective agencies.

D. Indemnification and Insurance.

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

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

2. Insurance Requirements

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

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

(b) Workers' Compensation - Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the

State of California, including Employers Liability with $250,000 limits, covering all persons providing services on behalf of RCTC and all risks to such persons under this Agreement.

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

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

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

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

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

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

(f) Proof of Coverage - RCTC shall furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments and San Bernardino County Transportation Commission) as additional insureds on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. Prior to commencing any work, RCTC shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to

cancel or non-renew coverage for any reason, RCTC will provide SANBAG 30 days' notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, the RCTC will provide SANBAG ten (10) days' notice. RCTC shall maintain such insurance from the time RCTC commences performance of services hereunder until the completion of such Services. All certificates of insurance are to include the contract number and Project Manager's name.

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

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

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

(j) Certificates/Insurer Rating/Cancellation Notice.

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

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

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

E. Rights of SANBAG and RCTC.

The Executive Directors of both SANBAG and RCTC shall have full authority to exercise their respective entities' rights under this Agreement.

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

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

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

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

G. Confidential Information/Non-Disclosure.

1. Confidential Information. "Confidential Information" shall include: all user names, passwords, or other log-in credentials used, provided, or accessible in connection with the Software; all data or information accessible in connection with the Software; all source code, work product, proprietary information, server logs, technical information, trade secrets, and proprietary systems related to the Software; all personal information of Employer and Commuter Trip Reduction/Rideshare Programs participants, including but not limited to a participant's residence address, employment address or hours of employment for the purpose of

assisting private entities in the establishment or implementation of carpooling or ridesharing programs as required by California Penal Code Section 637, as well as names, biographical information, demographic information, use data, contact information, or similar personal information of participants; and any and all data, content, materials, documents and/or other information related to the Software and/or the Employer and Commuter Trip Reduction Rideshare Services designated, from time to time, in writing by RCTC as Confidential Information.

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

3. Expiration. Immediately upon (a) the expiration or termination of this Agreement, or (b) a request by RCTC, SANBAG shall turn over to RCTC all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, except that SANBAG legal counsel may retain one copy of all Confidential Information in its office solely for archival legal purposes.

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

in any way associated with SANBAG, who has not been specifically approved in writing by RCTC to receive such log-in information or other Confidential Information.

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

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

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

I. Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph D, Indemnification and Insurance.

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

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

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT C13143
FOR
IMPLEMENTATION OF SAN BERNARDINO COUNTY FISCAL YEAR 2013/2014 EMPLOYER AND COMMUTER TRIP REDUCTION/RIDESHARE PROGRAMS

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

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

W.E. Jahn, President

APPROVED AS TO LEGAL FORM

Eileen Monaghan Teichert, SANBAG Counsel

CONCURRENCE:

Jeffery Hill
Contract Administrator

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Marion Ashley, Chair

APPROVED AS TO LEGAL FORM

Best, Best & Krieger, LLP, General Counsel

ATTACHMENT "A"

Scope of Work

San Bernardino County Employer and Commuter Assistance Programs

Fiscal Year 2013-14

Inland Empire Rideshare Services

Provide a variety of services to employers and commuters, who participate in trip reduction activities. Activities shall include, but not be limited to: RideGuide/survey services, employer technical assistance, promotions, RideGuide production, coordination/dissemination of surveys and resulting report analysis for target marketing, Rideshare Connection broadcast e-mails, CommuteSmart News, networking meetings and coordination with other rideshare agencies and service providers. Assist multi-site and multi-jurisdictional headquarters employers within the County as well as related worksites outside of the County. Oversee and maintain a regional website (CommuteSmart.info), IE511.org website, social media platforms, and other regional products/outreach as assigned. Respond and coordinate inquiries with SANBAG that are San Bernardino specific and generated from 511, 1-866-RIDESHARE, CommuteSmart.info, as well as direct referrals. Oversee and maintain a regional database of commuters, working with the five county transportation commission's (CTCs) throughout the region, with SANBAG owning all Documents and Data (hard copy and electronic formats), as that term is defined in Section F(1) of the Agreement. Market the regional Guaranteed Ride Home Program to employers in San Bernardino County. Assist in the County's leased Park and Ride lot program. Operate the 511 program through phone and web services, providing enhancements, resolving issues, conducting marketing and periodic surveys. RCTC is to keep SANBAG advised regarding potential enhancements, issues, and periodic surveys if such tasks could potentially change/alter the current Rideshare and/or 511 programs in San Bernardino County. Conduct special projects and studies, as assigned, and coordinate/inform SANBAG rideshare staff if special projects and/or studies impact the San Bernardino Rideshare Program.

Related Expenses ($1,204,000):

Includes labor, office expenses, marketing materials, office equipment, computer programming, telephone and other direct expenses.

Goals:

1. Implementation of commuter assistance programs to approximately 360 regulated and non-regulated employer worksites in San Bernardino County, to assist in the development and implementation of trip reduction programs and for technical assistance.

2. Work with 85 employers on AVR/Transportation surveys and AVR calculations.

3. Maintain an accurate database of 50,000 active San Bernardino County commuter registrants, resulting from completed commuter surveys at 85 San Bernardino County employers.

2

4. Disseminate 6,300 RideGuides to San Bernardino County commuters at 360 worksites.

5. Provide assistance to five multisite/multijurisdictional headquarters located in San Bernardino County representing 34 worksites in San Bernardino, Riverside, as well as Los Angeles and Orange counties.

6. Develop and implement three employer transportation network meetings, one promotional marketing campaign at San Bernardino employer worksites, and other events.

7. Produce and disseminate other regional marketing materials, as standalone campaigns within the Inland Empire or regional campaigns in coordination with the five CTCs.

8. Broadcast 12 Rideshare Connection e-mails to San Bernardino County employers.

9. For the two-county area, respond to 2,000 inquires/calls from commuters who work or reside in San Bernardino or Riverside counties, via 1-866-RIDESHARE, 1-800-COMMUTE, CommuteSmart.info, 511, direct referrals and other internet sources. Of these 2,000 inquiries, 200 RideGuides will be generated. In addition, 575 Inland residents will register in the database via the www.ridematch.info and the www.ie511.org website. SANBAG will be copied on responses that are specific to San Bernardino County.

10. Manage and operate the 511 system which will be available to commuters 24 hours a day, 7 days per week, 365 days per year.

11. The 511 phone system will provide assistance to 30,000 callers per month throughout the year. The system will have the capacity to handle 100,000 concurrent callers.

12. The www.ie511.org website will potentially receive 40,000 unique visitors per month . Website will be able to handle 100,000 concurrent users.

13. Continue 511 marketing/outreach and coordinating development of the marketing plan, campaign themes, surveys, studies and potential collateral materials for San Bernardino County with SANBAG rideshare staff, before the tasks are implemented.

14. Conduct and coordinate periodic surveys with SANBAG to determine the 511 program use, effectiveness and customer satisfaction.

15. Provide website and phone enhancements/upgrades as needed.

Rideshare Incentive Programs

Option Rideshare offers San Bernardino County residents who commute to work, up to $2 a day (in local merchant gift cards) for each day they participate in a rideshare mode, during a three-month period. The Vanpool Incentive Program provides up to $1,800 over nine months in discounted vanpool fares. Team Ride provides ongoing ridesharers who reside in San Bernardino County a Rideshare Plus Rewards Book, with discount coupons from more than 135,000 merchants throughout the southland. RCTC to manage and operate the Incentive

Programs listed above, and to coordinate and discuss with SANBAG when potential changes to the Incentive Programs are being considered.

Related Expenses ($696,000):

Includes labor, office expenses, marketing materials, office equipment, computer programming, telephone, direct commuter incentives (gift cards/ subsidies) and other direct expenses.

Goals:

1. The Option Rideshare program will enlist 1,200 County residents, who commute to work to 125 employers in Southern California. These participants on average have a one-way commute distance of 27.59 miles and the goal is to reduce 109,000 one-way vehicle trips from the roadways.
2. Team Ride registrants will consist of 6,100 members when the program is at its highest membership. Members will work at employment sites from 350 employers throughout Southern California.

Attachment "B"

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement is entered into as of _____, 2014, by and between SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ("SANBAG") and the undersigned interested party ("Interested Party"). SANBAG and Interested Party shall individually be referred to as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 WHEREAS, SANBAG and the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") entered into that certain Implementation of San Bernardino County Fiscal Year 2013/2014 Employer and Commuter Trip Reduction/Rideshare Programs Agreement dated July 1, 2013 ("Agreement").

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

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

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

2. TERMS

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

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

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

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

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

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

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

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION	**INTERESTED PARTY**
By: _____	By: _____
Executive Director	Name: _____
	Title: _____

Attachment "C"

Federal Flow Down Provisions

ARTICLE I -- FISCAL PROVISIONS

A. The Cost Principles and Procedures set forth in 48 CFR Ch. 1, Subch. E, Part 31, as constituted on the effective date of this Contract shall be utilized to determine allowability of costs under this Contract and may be modified from time to time by written amendment of the Contract.

B. RCTC agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to RCTC that are determined by subsequent audit to be unallowed under 48 CFR, Ch.1, Subch E, Part 31, Contract Cost Principles and Procedures, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be repaid by RCTC to Agency. SANBAG shall then repay RCTC for such costs, if such costs are for the Services, using local funds.

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

A. RCTC agrees that any and all subcontractors of RCTC performing Work under this Agreement will comply with the terms and conditions of this Agreement applicable to the portion of Work performed by them. CONSULTANT shall incorporate the following applicable provisions of this Agreement into their subcontracts regardless of the tier: Article I -- Fiscal Provisions, and this Article II -- Audits, Third Party Contracting, Records Retention and Reports.

B. RCTC shall provide SANBAG, or authorized representatives or agents of SANBAG, including but not limited to Caltrans, Federal Transit Administration (FTA) or Federal Highway Administration (FHWA), access to CONSULTANT's records that are directly related to this Agreement for the purpose of inspection, auditing or copying. RCTC shall maintain all records related to this Agreement in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SANBAG, except in the event of litigation or settlement of claims arising out of this Agreement in which case RCTC agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Agreement. RCTC further agrees to maintain separate records for costs of work performed by amendment. RCTC shall allow SANBAG, Caltrans, FHWA, FTA or any duly authorized agents to reproduce any materials as reasonably necessary.

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

E. RCTC agrees that RCTC's travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project Costs only after those costs are incurred and paid for by the subcontractors.

ARTICLE III. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE IV. GENERAL

A. Subcontracts must include provisions for terminating the subcontract for cause or convenience by SANBAG. SANBAG's own preferred language may be used.

B. Subcontracts must include administrative, contractual or legal remedies in instances of the subcontractor violating or breaching the Agreement terms.

ARTICLE V. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 10

Date: May 7, 2014

Subject: Award of Mobile Source Air Pollution Reduction Review Committee (MSRC) Clean Transportation Funding Traffic Signal Coordination County Transportation Commission (CTC) Partnership Program Funds

Recommendation:* Approve the award of MSRC Clean Transportation Funding Traffic Signal Coordination CTC Partnership Program funds in the amount of $1,250,000 as identified in Attachment A to this item.

Background: On September 19, 2013 the MSRC announced the MSRC Clean Transportation Funding Traffic Signal Coordination CTC Partnership Program. The partnership program is a funding opportunity to accelerate traffic flow improvements in the South Coast Air Quality Management District (SCAQMD). An invitation was released to the four CTC's within the South Coast Air Basin which includes all or portions of Los Angeles County, Orange County, Riverside County and San Bernardino County. The goal of the MSRC is to provide funds that can be used to match other sources of funding and in doing so: 1) remove potential financial barriers that may exist due to a shortfall in securing a required local match; 2) allow agencies that sponsor Call for Projects opportunities to potentially spread their funding more broadly as a result of available MSRC funding; and 3) allow projects that had to be reduced in scope due to funding constraints to be brought back to their originally-intended design.

The MSRC has allocated $5.0 million in Clean Transportation Funding for the Traffic Signal Coordination CTC Partnership Program. Each CTC is eligible to

*

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply
BRD1405a-teb

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

receive $1.25 million to fund signal coordination projects within their jurisdiction. On February 13, 2014 SANBAG released a Call for Projects to local jurisdictions to identify projects that would be funded through the MSRC partnership program. The Call for Projects closed on March 21, 2014 and fourteen (14) proposals were received from nine (9) jurisdictions throughout the San Bernardino Valley. A total of $3.1 million in MSRC funding was requested between the proposals submitted for consideration. An evaluation panel consisting of SANBAG staff from the Planning, Fund Administration and Programming, Air Quality and Mobility Programs and Project Delivery departments evaluated each proposal on the criteria as outlined in the Call for Projects below.

Evaluation Criteria	Possible Score
Level of potential air quality and related benefits – Overall level of benefits that can be reasonably expected with project implementation.	25
Traffic flow benefits – Anticipated benefits to overall corridor traffic flow.	25
Amount of local match as a percentage of total project cost – Level of matching funds as a percentage of total project cost. MSRC funding will not be awarded to projects with a local match of less than 20%.	25
Local and/or Regional importance – Importance of project to local and regional mobility.	25
Total Possible Score	100

Attachment A provides the signal coordination project scoring results in descending order of project ranking by the evaluation panel and identifies seven projects as recommended for funding, sponsored by the Cities of Yucaipa, Highland, Fontana, Colton, Ontario, Chino and Rancho Cucamonga. The only project award recommendation that deviates from the applicant's request is the Rancho Cucamonga SR-210/I-15 Ramp Coordination application. The application requested $505,400 in MSRC Clean Transportation Funds to improve signal coordination at freeway junctions throughout the City. Based on project rankings, only $124,810 was available for allocation to Rancho Cucamonga for this project. The partial award of $124,810 will be made to Rancho Cucamonga and the project will be down-scoped to improve coordination at three freeway interchanges rather than the seven locations identified in the application to take advantage of available MSRC funds.

If approved, the jurisdictions will have four years to spend the awarded grant funds. Once the recommended project list in Attachment A is approved by the SANBAG Board, a revised application will be submitted to SCAQMD defining the projects that SANBAG recommends for Clean Transportation Funding.

SANBAG will coordinate with the air district to enter into an agreement to receive the CTC grant funds and apply those funds to the recommended projects within San Bernardino County.

Financial Impact: The funding source for the grant funds awarded are included in the Fiscal Year 2014/2015 budget under Task 0404 – Subregional Planning. The budget included the receivable amount of $1,250,000 from the SCAQMD MSRC CTC allocation for the Clean Transportation Funding Traffic Signal Coordination CTC Partnership Program.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014. The material in this item was presented to the Transportation Technical Advisory Committee on March 31, 2014.

Responsible Staff: Steve Smith, Director of Planning

Attachment A
MSRC Signal Coordination Project Rankings

Project	Applicant	Total Project Cost	Requested MSRC Funds	Total Score	Rank	Recommended MSRC Award	Cumulative MSRC Award
Yucaipa Blvd Fiber Optic Interconnect	Yucaipa	$265,100	$90,000	74.8	1	$90,000	$90,000
Five Corridors Project	Highland	$214,100	$139,165	72.3	2	$139,165	$229,165
Baseline/5th/Greenspot	Highland	$286,500	$186,225	70.8	3	$186,225	$415,390
Mt. Vernon-Washington Traffic Signal Corridor Improvements	Colton	$170,000	$136,000	70.3	4	$136,000	$551,390
West Valley TMC	Ontario	$336,000	$268,800	67.5	5	$268,800	$820,190
Central Traffic Control System Project	Chino	$415,000	$305,000	61.8	6	$305,000	$1,125,190
SR-210/I-15 Ramp Coordination	Rancho Cucamonga	$631,400	$505,400	61.3	7	$124,810	$1,250,000
Casmalia-Easton Street Corridors	Rialto	$179,040	$143,232	60.2	8		
Centracs Advanced Transportation Mgmt System	Fontana	$207,125	$165,700	60.0	9		
Mission Boulevard Traffic Responsive System	Montclair	$205,100	$153,825	58.2	10		
Valley-Riverside Communications Improvement Project	Rialto	$163,970	$131,176	55.2	11		
Install Fiber Optic Communication Network	Fontana	$458,338	$366,670	52.5	12		
Adaptive Timing Pilot Program	Rancho Cucamonga	$488,125	$388,125	52.3	13		
Central System Communication Upgrade/Multiple Corridor Coordination	Rialto	$174,100	$139,280	51.7	14		
Total		$4,193,898	$3,118,598				

BRD1405a-teb

Governments
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San Bernardino Associated Governments
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 11

Date: May 7, 2014

Subject: National Bike Month (May) and Status Report on SANBAG Active Transportation Activities

Recommendation:* Receive information on National Bike Month and a status report on SANBAG Active Transportation activities.

Background: May is National Bike Month, sponsored by the League of American Bicyclists and is celebrated in communities from coast to coast. Bike-to-Work Week is May 12-16 and Bike-to-Work Day is Friday, May 16. In recognition of Bike Month this year, SANBAG will be involved as a booth sponsor in the 2014 Cucamonga Challenge on May 17th. The event will be held at Central Park in Rancho Cucamonga and will feature a bike ride that will be open to cyclists of all ages, covering about 35 miles both on the Pacific Electric Trail itself and overlapping onto streets of Rancho Cucamonga and surrounding areas. It will also include a 5K/10K fun run/walk as well as an 8-mile family trail ride along the PE Trail.

With increased interest in healthy, sustainable and economical transportation options, the number of bicycle commuters in the U.S. grew significantly in recent years including in San Bernardino County. SANBAG and the member jurisdictions have supported bicycle

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1405a-jl

commuters and recreational cyclists by working to create more bicycle friendly neighborhoods and providing partnership programs between community groups.

SANBAG Non-Motorized Transportation Plan

In recognition of National Bike Month, SANBAG would like to update the Committee on the status of non-motorized transportation or "Active Transportation" activities in San Bernardino County. With the increased demand for bicycle facilities around the region, staff is committed to implementing active transportation policies outlined in the 2011 San Bernardino County Non-Motorized Transportation Plan (NMTP).

On April 6, 2011, the Board of Directors approved the 2011 update to the NMTP, which contains an extensive amount of information on current conditions and future plans for pedestrians and bicyclists. Specifically, the NMTP details plans for each jurisdiction, policies for encouraging active transportation, guidelines for developing non-motorized infrastructure, and implementation priorities for regional projects. It also identifies priority projects for each jurisdiction. The NMTP has been amended with updated projects 2 times since its initial approval and is being proposed for amendment again in April 2014. It is important that jurisdictions provide SANBAG with updated project lists when they are developed, given that consistency with a regional active transportation plan is typically one of the evaluation criteria for grant applications.

The network of projects in the NMTP was then incorporated into Southern California Association of Governments' (SCAG's) 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The RTP/SCS has a major emphasis on active transportation, with a projected investment of $6 billion in regional bicycle, walking, and related infrastructure through 2035.

The approximate share of SCAG's $6 billion funding target for San Bernardino County, based on population, would be $600 million through 2035, averaging about $20 million per year, in nominal (inflated) dollars, over the 27-year life of the RTP/SCS. This is substantially above SANBAG's historical direct funding level for bicycle facilities. However, when one considers the roadway construction and widening projects that

include bicycle lanes or routes, the historical funding levels are more substantial.

Since the adoption of the NMTP and RTP/SCS, SANBAG and local jurisdictions in San Bernardino County have made significant progress on the bicycle systems. The next section of this item provides an overview of funding opportunities and status of various bicycle facility projects.

There are two main components of the SANBAG active transportation program. The first component is assisting and partnering with local jurisdictions with funding and delivery of the active transportation projects identified in the NMTP. The other component consists of active transportation planning and studies in partnership with various stakeholders, from government agencies to community-based organizations. SANBAG and the local jurisdictions in San Bernardino County are aggressively pursuing planning and construction of active transportation projects throughout the County.

Funding/Grant Opportunities

There are a number of funding sources available to plan and deliver active transportation projects. Some of the most significant funding sources potentially applicable to the planning, development, and construction of bicycle facilities in San Bernardino County include:

- California State Active Transportation Program (ATP)
- Transportation Development Act (TDA) Article 3
- Congestion Mitigation and Air Quality (CMAQ)
- Highway Safety Improvement Program (HSIP)
- SANBAG Measure I Funding
- SCAQMD AB2766 - Motor Vehicle Subvention Fund Program and Mobile Source Air Pollution Reduction Review Committee (MSRC)
- SCAG Sustainability Program (e.g. Compass Blueprint)
- Caltrans Transportation Planning Grant Program
- Private Funding Sources (e.g. Robert Wood Johnson Foundation, The California Endowment, and Kaiser Permanente)

California State Active Transportation Program (ATP):

The ATP was created by Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) to encourage increased use of active modes of transportation, such as biking and walking, as well as to ensure compliance with MAP-21. For the first three years of funding cycle, the ATP will award approximately $360 million statewide for active transportation projects. A Call for Projects for 2014 was issued by Caltrans on March 21 and the applications are due May 21, 2014. The ATP consolidated several existing programs currently managed by Caltrans' Division of Local Assistance:

1. Transportation Alternatives Program (federal MAP-21)
2. Safe Routes to School (state)
3. Safe Routes to School (federal MAP-21)
4. Bicycle Transportation Account (state)
5. Environmental Enhancement and Mitigation (state)
6. Recreation Trails Program (federal)

Although the funds that are within the ATP are not new funds but were assembled from other existing revenue streams (such as Transportation Enhancement funds), they are significant fund sources now solely dedicated to active transportation related projects in the State. The program came out of a State's effort to achieve greater efficiencies in the grant application and administration process. From the perspective of advancing active transportation in the region, the consolidation of these programs into the ATP presents new opportunities and challenges for San Bernardino County as a region.

Out of the approximate $360 million, 50% of the funding will be administered through Caltrans, and 40% of the funds will be administered through the Metropolitan Planning Organizations (MPOs - SCAG for San Bernardino County). For 95% of the 40% share for the MPO, a geographic equity will be achieved by establishing a preliminary recommended funding list that is proportionate to the population of each county. For San Bernardino County, this equals approximately $8.14 million for the three funding cycles.

SANBAG has hosted many workshops on funding for active transportation projects both in 2013 and 2014, with particular emphasis on

strategizing on writing successful applications. It is important to note that the narrative questions on the ATP application are non-traditional and require the projects to be multifaceted in their benefits to the community. SANBAG has asked several nonprofit groups and government agencies included in the San Bernardino County Active Transportation Network (SBCATN) to lend assistance to cities that could struggle with the non-traditional questions in the application.

SANBAG will also be submitting an application to implement the award winning "Improvement to Transit Access for Cyclist and Pedestrians" plan for the six Metrolink Stations in the County through a partnership with the Cities of Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, and San Bernardino.

Transportation Development Act (TDA) Article 3 Funds

The TDA provides that 2% of the Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as TDA Article 3 Program. In August 1999, the SANBAG Board approved a policy that 20% of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for other pedestrian and bicycle projects. Eligible expenditures on the 80% portion of pedestrian and bicycle projects include:

1. Preliminary engineering leading to construction of pedestrian or bicycle facility;
2. Right-of-way acquisition necessary for pedestrian or bicycle facility;
3. Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks;
4. Provision of curbs, gutters and driveway ramp paving on a sidewalk project; and
5. Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals.

SANBAG receives approximately $1.4 million in TDA Article 3 funding annually. Projects are identified through a periodic biannual call-for-projects. In December 2011, the Board awarded $3,775,514 for Pedestrian and Bicycle Projects. In 2013, a total of $3,810,026 of Article 3 Bike and Pedestrian funds were awarded to various projects in the County.

This amount includes two years of revenue plus other unused/returned funds.

The 2013 call-for-project was highly competitive. In total, seventeen (17) Bicycle and Pedestrian Facilities project applications from twelve (12) jurisdictions were submitted for a total funding request of $5,171,751.50. Many of the selected projects were actual bike projects rather than sidewalk improvements built as part of a larger street widening project. This indicates that jurisdictions have shifted their development priorities by focusing on more regional level connectivity and corridors for bike/pedestrian projects.

Congestion Mitigation Air Quality (CMAQ) Funds

The CMAQ program was re-authorized in MAP-21. The purpose of the CMAQ Program is to fund transportation projects or programs that contribute to the attainment and maintenance of the National Ambient Air Quality Standards for ozone and carbon monoxide.

SANBAG has been using most of the county's CMAQ funding for regional highway and transit projects (i.e. high occupancy vehicle lanes, signal synchronization, and transit vehicle acquisition, etc.). Design, engineering, right-of-way acquisition and construction of bicycle facilities (Classes I, II or III) are eligible for CMAQ funding. SANBAG has historically received over $20 million in CMAQ funding annually, but little has been used for bicycle facilities. However, with the recent shift in focus on both Federal and State level to include more active transportation related transportation projects, SANBAG will be developing a package of federally cleared active transportation projects along the San Bernardino Metrolink Corridor to compete for the TIGER VI grants. SANBAG intends to submit a grant application that incorporates bicycle/pedestrian improvements in and around the Metrolink Stations in the County based on the "Improvement to Transit Access for Cyclists and Pedestrian" plan. The minimum grant award is $10 million and requires a minimum of 20% match. Based on the grant criteria, a package of active transportation projects that focuses on accessibility to the Metrolink Stations could compete well for TIGER grant funds. SANBAG is proposing to use TDA Article 3 funds as a source of match for the project.

Highway Safety Improvement Program (HSIP)

The Safe, Accountable, Flexible, Efficient Transportation Equity Act established the Highway Safety Improvement Program (HSIP) as a core Federal-aid program. The overall purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements.

Traditionally, Safe Routes to School (SRTS) program was part of the HSIP, but has been eliminated as a separate funding source, and is now lumped into the overall program of the ATP. However, even with the changes in the funding structure, HSIP will fund projects that are related to SRTS and active transportation projects in general. SANBAG is actively monitoring the updates and changes related to HSIP as other related programs are developed. SANBAG will make sure that any revisions in information are disseminated to the local jurisdictions.

Measure I Funds

The Measure I 2010-2040 Expenditure Plan identifies funding by subarea and program for highway and transit projects. Class II and Class III bicycle facilities may be incorporated into highway projects under the Valley Major Street, Mountain/Desert Major/Local Highways Programs, and any of the Local Street Programs. Pedestrian and bicycle-related access improvements may be incorporated into larger Measure I funded transit projects. In addition, the Traffic Management Systems (TMS) Programs in each subarea allow for funds to be used for planning and project development and for "projects which contribute to environmental enhancement associated with transportation facilities". While this does not explicitly list bicycle facilities, the planning, development, and matching funds for construction of such facilities can be viewed as a legitimate application of those funds. The TMS category receives 2% of Measure I funds in each subarea.

AB2766 - Motor Vehicle Subvention Fund Program and Mobile Source Air Pollution Reduction Review Committee (MSRC)

AB2766 is a Motor Vehicle Registration fee surcharge of $6 per vehicle. It is collected by the Department of Motor Vehicles and subvened to the

SCAQMD for disbursement. Since 1991, local governments have received AB 2766 funds to implement programs that reduce air pollution from motor vehicles.

Out of the $6 collected, $4 of the registration fee is divided into 40% for local governments (subvention portion), 30% to the Mobile Source Air Pollution Reduction Review Committee (MSRC), and 30% to the SCAQMD for its vehicle emission reduction programs. The AB 2766 Subvention Program provides a funding source for cities and counties to meet requirements of federal and state Clean Air Acts, and for implementation of motor vehicle emission reduction measures in the SCAQMD Air Quality Management Plan (AQMP).

Regarding active transportation, the subvention portion can be used for various bicycle related projects such as alternative mode signalization, bike trail and bike path improvements, bicycle facilities, and non-motorized transportation research projects.

This year, the MSRC, under the Local Government Match Program, included active transportation facility implementation as one of the eligible projects that can be funded through the program. The Local Government Match Program offers to co-fund clean air projects implemented by member cities using their AB 2766 Subvention Funds. In addition, MSRC has established a geographical minimum for each county within the district. Each county, including San Bernardino County, was guaranteed $1.35 million for this funding cycle. Many of our cities, Highland, Redlands, Yucaipa, and Rancho Cucamonga have submitted projects to take advantage of the funds. The majority of the projects submitted by the cities were active transportation related projects.

Examples of AB 2766 funds spent on bicycle projects in San Bernardino County include:

- Chino Hills Fairfield Ranch Road Bike Path Lane Painting: $38,210
- Fontana Pacific Electric Trail Segment 6: $523,821
- Yucaipa 7th Street Curb, Gutter, Sidewalk: $61,393
- Rancho Cucamonga Bike Lockers: $19,309

SCAG Sustainability Program

The planning of active transportation projects is equally important, and the fund sources and grant programs for planning often differ from those available for construction. Grants are a common funding source for active transportation planning projects. Although many local jurisdictions, as well as SANBAG, aggressively apply for various types of active transportation planning grants, the results are uncertain due to the competitive nature of the grants.

The primary regional planning grant program is the SCAG Sustainability Program, which now incorporates the popular Compass Blueprint program. The Sustainability Program combines the Compass Blueprint assistance for integrated land use and transportation planning with new Green Region initiative assistance aimed at local sustainability and Active Transportation assistance for bicycle and pedestrian planning efforts.

With the recent adoption of the region's first Sustainable Communities Strategy (SCS) and its emphasis on active transportation, the program will focus on voluntary efforts that will contribute to implementing the SCS, including active transportation projects. SANBAG submitted five total projects, two applications for the Green Region Initiative, and three applications for the Active Transportation Program. Staff is pleased to report that four out of the five proposals were accepted by SCAG for funding this year. SANBAG was awarded funds to begin the work on two active transportation related projects: Regional Safe Routes to School Inventory project and Development of a Complete Streets Strategy. Both projects will begin as soon as the procurement processes are completed by SCAG and SANBAG staff.

Active Transportation Program Non-Infrastructure Projects

With the release of the new ATP, the guidelines included project funding minimum for non-infrastructure projects. Non-infrastructure Projects include education, encouragement, enforcement, and planning activities. The ATP intends to focus funding for non-infrastructure projects on pilot and start-up projects that can demonstrate funding for ongoing efforts. Some eligible projects include: bicycle, pedestrian, safe routes to school, or active transportation master plans, education programs to increase

bicycling and walking, bike-to-work or bike-to-school programs, bicycle or pedestrian count data development, bicycle or walk audits, open street events, and adult and children safety trainings.

Both on the State level and on the Regional level, the ATP guideline has built in non-infrastructure guaranteed minimums. For the State portion of the ATP funds, $7.2 million per year for non-infrastructure grants is set-aside, while 5% of the total ATP funds on the MPO level are set-aside for the SCAG region. There is also no local match requirement for all of the non-infrastructure projects proposals. This is a great opportunity for local jurisdictions with financial difficulties to take advantage of a planning grant without match contributions. Since the CTC alluded to upcoming changes to guidelines for future calls, this could be a one-time opportunity.

Caltrans Transportation Planning Grant Program

Another popular planning grant for active transportation is Caltrans Transportation Planning Grant program. Caltrans will award approximately $5.3 million in funding through three Grant Programs for Fiscal Year 2014-15. The programs provide monetary assistance for transportation planning projects to improve mobility and lead to the programming or implementation phase. Every year, SANBAG and many of our jurisdictions submit applications to Caltrans. Many of the submitted proposals have active transportation components built into the project.

This year, SANBAG submitted one application to develop a Student Travel Data Collection Strategy and incorporate priority Safe Routes to School (SRTS) projects into the Countywide SANBAG NMTP. If the application is successful, the Data Collection Strategy will inventory existing school data sources and propose a methodology for regularly collecting data on student travel trends. This data will be used by SANBAG and SCAG to prioritize investments and improve regional active transportation modeling efforts related to SRTS. In addition, the SRTS planning effort will develop an inventory of needed infrastructure improvements for approximately ten percent (10%) of San Bernardino County's schools. SANBAG will use a prioritization tool developed through the SCAG's Sustainability Program grant to identify high priority schools.

Caltrans awarded approximately $9 million in funding through six planning grant programs last year. SANBAG was awarded grant funds for the Advanced Regional Rail Integrated Vision - East (The ARRIVE Corridor) project. The ARRIVE Project will create an integrated regional rail/land use vision and implementation strategy for the San Bernardino Metrolink Line. It will develop practical strategies for transitioning from a traditional commuter rail corridor to a more integrated Transit Oriented Development/regional rail corridor, over time.

The City of Fontana was awarded the Environmental Justice Transportation Planning Award for the "San Sevaine Trail Connectivity" project. The proposed project is a community-based planning effort to ensure minority and underserved residents within the City of Fontana and surrounding San Bernardino County are included in planning for the completion of the San Sevaine Trail.

The City of Chino was also awarded the Community-Based Transportation Planning Grant Award for "Chino Bicycle and Pedestrian Master Plan" to develop a master plan with input from the public and other stakeholders to identify related gaps, needs, improvements and implementation strategies in an effort to increase mobility, safety, network efficiency, and to improve air quality in a manner that is consistent with regional and local efforts, including existing and planned infrastructure.

In addition, in the past SANBAG has received various planning awards through the studies and plans developed from the Caltrans Planning grants. SANBAG staff is pleased to announce that the "Improvement to Transit Access for Cyclists and Pedestrians" plan is receiving the American Planning Association's *National Planning Achievement Award for Transportation.* The award ceremony will be held at the APA National Conference in Atlanta, Georgia on April 29, 2014.

Private Funding Sources and Regional Efforts

In recent years, due to the increased awareness of active transportation and its related benefits to public health, quality of life, safety, and economy, funding from the private foundations has also increased. Some of the cities in the County have taken full advantage of the relationship and have successfully leveraged funds toward this new partnership.

Public health practitioners have realized that people travel for work, school, shopping, or play, and how individuals and society travel has public health impacts that go far beyond the seemingly simple act of going from one place to another. This common trait provides an ideal partnership linkage for public health and transportation. In a time of tight budgets, limited resources, and growing health problems, creating opportunities for safe bicycling and walking can provide public health and transportation industries an opportunity to strive for a common goal.

In the past, on a city-level example, Rancho Cucamonga obtained a Robert Wood Johnson Foundation Grant to increase their work effort for their Healthy RC program. Healthy RC encourages a healthy and sustainable lifestyle for residents of the city. "Healthy RC is developing a wide range of programs, policies, infrastructure and events to help build and maintain healthy minds, healthy bodies and a clean and sustainable earth." Rancho Cucamonga recently adopted the Healthy RC Strategic Plan (*Road Map for a Healthy RC*) by the City Council. It is an overall plan for how Rancho Cucamonga can achieve goals in improving community's health.

With the adoption of the RTP/SCS, SCAG is also considering public health and active transportation together as a performance measure for land use scenarios in the region. SANBAG is also actively engaged in pursuing partnership efforts with the public health sector, mainly anchored by the San Bernardino Countywide Vision's Infrastructure and Wellness Elements. SANBAG is part of a steering committee of the Wellness Element called Community Vital Signs (CVS) where currently, data is being collected to be used as health indicators, including data related to the built-environment and active transportation. This partnership has recently led to SANBAG and San Bernardino County Department of Public Health (DPH) jointly applying for Strategic Growth Council Planning Grant to develop public health indicators related to the built-environment. The proposal for the grant is to further develop and field test the scenario planning model developed by SCAG, focusing on the public health outputs. This will consolidate a number of similar public health database related efforts by CVS that are concurrently occurring at different levels in the County.

Additionally, the San Bernardino County Active Transportation Network (SBCATN), which was formed last year, is periodically meeting at SANBAG to discuss priorities for active transportation projects and

policies in San Bernardino County. It is an informal forum where government agencies, community based organizations, bicycle clubs, and advocates meet to partner on common issues surrounding active transportation in San Bernardino County.

Regional Active Transportation Projects

SANBAG and the local jurisdictions in San Bernardino County are aggressively pursuing planning and construction of Active Transportation projects throughout the County. Substantial portions of the Pacific Electric Trail and the Santa Ana River Trail have already been constructed. SANBAG and several jurisdictions are partnering to complete these and other regional active transportation projects. Several regional trail system segments are anticipating use of federal funds.

Pacific Electric Trail in Rialto
The project involves construction of the last segment of the Trail that remains to be completed, which will provide a continuous facility from the San Bernardino City limits to the Los Angeles County Line. The segment is approximately 1.2 miles long and runs parallel to Foothill Boulevard. The proposed project will connect with the existing Pacific Electric Inland Empire Trail at the city limits (Maple Avenue) and continue to the planned termination point at Riverside Avenue. As planned, the Trail will travel through the middle of the City of Rialto where it will eventually lead to the Rialto Civic Center, Library, Police Station, Fire Administration, and the Downtown Rialto business district.

Santa Ana River Trail – Phase 3
This project involves construction of a 3.6 mile Class I bikeway running from Waterman Avenue in the City of San Bernardino to California Street in the City of Redlands. The Santa Ana River Trail (SART) serves as the regional backbone to numerous city and community trails planned for future development. The SART corridor offers unique and diverse natural settings through eight geographic regions extending over 100 miles from the Pacific Ocean to the San Bernardino National Forest. The estimated construction cost is $2.7 million, which includes a temporary alternate route around the Mission Zanja Channel and BNSF rail line.

Mojave Riverwalk Trail
The Mojave Riverwalk trail and bike path is a non-motorized multi-use trail, accommodating cyclists, walkers, joggers and hikers. The purpose of

the project is to provide a safe alternative transportation link between Old Town Victorville, the Victorville Transportation Center and Victorville College. The project is proposed to extend approximately 9.5 miles from Interstate 15 to Victor Valley College via Hesperia Road to 6th Street at Mojave River. The overall cost is estimated at $9.5 million. The City of Victorville has recently completed the environmental phase of the project. This major milestone will allow the City to pursue infrastructure funding to start constructing the major class I system.

There are numerous other bicycle facility projects in the process of development by local jurisdictions. The last several TDA Article-3 Calls for Projects have been oversubscribed, indicating that jurisdictions are actively readying projects for funding and implementation.

Financial Impact: This item has no impact on the current Fiscal Year 2013/2014 budget. All staff activity associated with this item is consistent with Task No. 0404 Subregional Planning.

Reviewed By: This item was reviewed by the General Policy Committee on April 16, 2014.

Responsible Staff: Steve Smith, Director of Planning

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: May 7, 2014

Subject: Amendment to the San Bernardino County Non-Motorized Transportation Plan (NMTP)

Recommendation: Approve an amendment to the San Bernardino County Non-Motorized Transportation Plan as described in Attachment A.

Background: The San Bernardino County Non-Motorized Transportation Plan (NMTP) was approved by the SANBAG Board in March 2011. The NMTP conforms to the requirements established by the State of California for local jurisdiction eligibility to receive grant funds related to Active Transportation projects. With recent establishment of the Active Transportation Program (ATP), the State has released a call for projects providing local jurisdictions statewide approximately $360M for three years of funding for bicycle and pedestrian planning and capital projects.

The NMTP details plans and policies for encouraging active transportation, guidelines for developing non-motorized infrastructure, and implementation priorities for regional projects. Conformity to the NMTP traditionally has been an eligibility requirement of the State of California for local jurisdictions to receive grant funds through the Bicycle Transportation Account (BTA). However, with the establishment

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

of the ATP, the State has changed the funding structure and is now allowing conformity to the NMTP to be included into the application score matrix.

Thus, to maximize the potential scores regarding regional plan consistency, the cities of Barstow, Big Bear Lake, Montclair, Ontario, Rancho Cucamonga and Victorville are interested in amending their City chapter within the NMTP to add, delete and modify bicycle facilities that are currently included in the Plan. Chapter 5 of the NMTP consists of local jurisdiction specific plans that include maps and tables of existing and proposed bicycle facilities as well as priority improvements. Staff is proposing to amend each of the Bicycle Facilities figures, Existing Condition tables, Future Improvements tables, Priority tables, and other text changes included in Chapter 5 by adding and updating the projects described in Attachment A. Costs are approximate planning-level costs and will be refined as specific projects are proposed for development and construction.

SANBAG and the local jurisdictions in San Bernardino County are aggressively pursuing planning and construction of Active Transportation projects throughout the County to develop better bicycle connectivity between cities and subareas of the County. The proposed amendments are one of many active transportation efforts of SANBAG and its partners to grow the system in a comprehensive and consistent manner.

Approval of this amendment to the NMTP does not constitute a financial commitment to the project by SANBAG. It only permits inclusion of the project into the NMTP, which would enable the cities to increase their application scores for seeking grant funding under the State's ATP.

Financial Impact: This item has no impact on the current Fiscal Year 2013/2014 Budget. All staff activity associated with this item is consistent with Task No. 0404 Subregional Planning.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014.

Responsible Staff: Steve Smith, Director of Planning

BRD1405b-jl

City of Barstow

Population

23,168

City Overview

Located in the high desert in central San Bernardino County, the City of Barstow is located at the intersection of Interstates 15 and 40 at the mid-point between Los Angeles and Las Vegas. Incorporated as a city in 1947, Barstow has grown from a small railroad town to become a center for rail transportation, the defense industry, mining, and tourist retail businesses. Barstow is home to BNSF Railway and two factory outlet complexes at Tanger Outlet and Barstow Outlet Stores. The City also serves as the gateway to the U.S. Army National Training Center (Ft. Irwin), the Marine Corps Logistical Base – Nebo Annex, and NASA's Goldstone Deep Space Network.

Land Use

The City of Barstow's provides for a number of land use types within its boundaries. Typically, most commercial/retail development is located adjacent to Interstates 15 and 40 and most of the industrial/warehouse development is located adjacent to the BNSF tracks, northwest of the railroad and south of State Route 58.

Vacant residential land is still plentiful and relatively inexpensive in Barstow. The development potential remains high in the City. There ~~is~~ was an annexation at National Trails Highway and Lenwood Road that ~~is expected to be~~ was approved by LAFCO in 2011 and additional ~~are~~ annexations are anticipated.

Existing Conditions:

There are currently no bicycle facilities in the City of Barstow.

Growth/Past investment in system

Since the San Bernardino County Non-Motorized Transportation Plan was first prepared in 2001, the City of Barstow has not constructed any bicycle infrastructure improvements within the City.

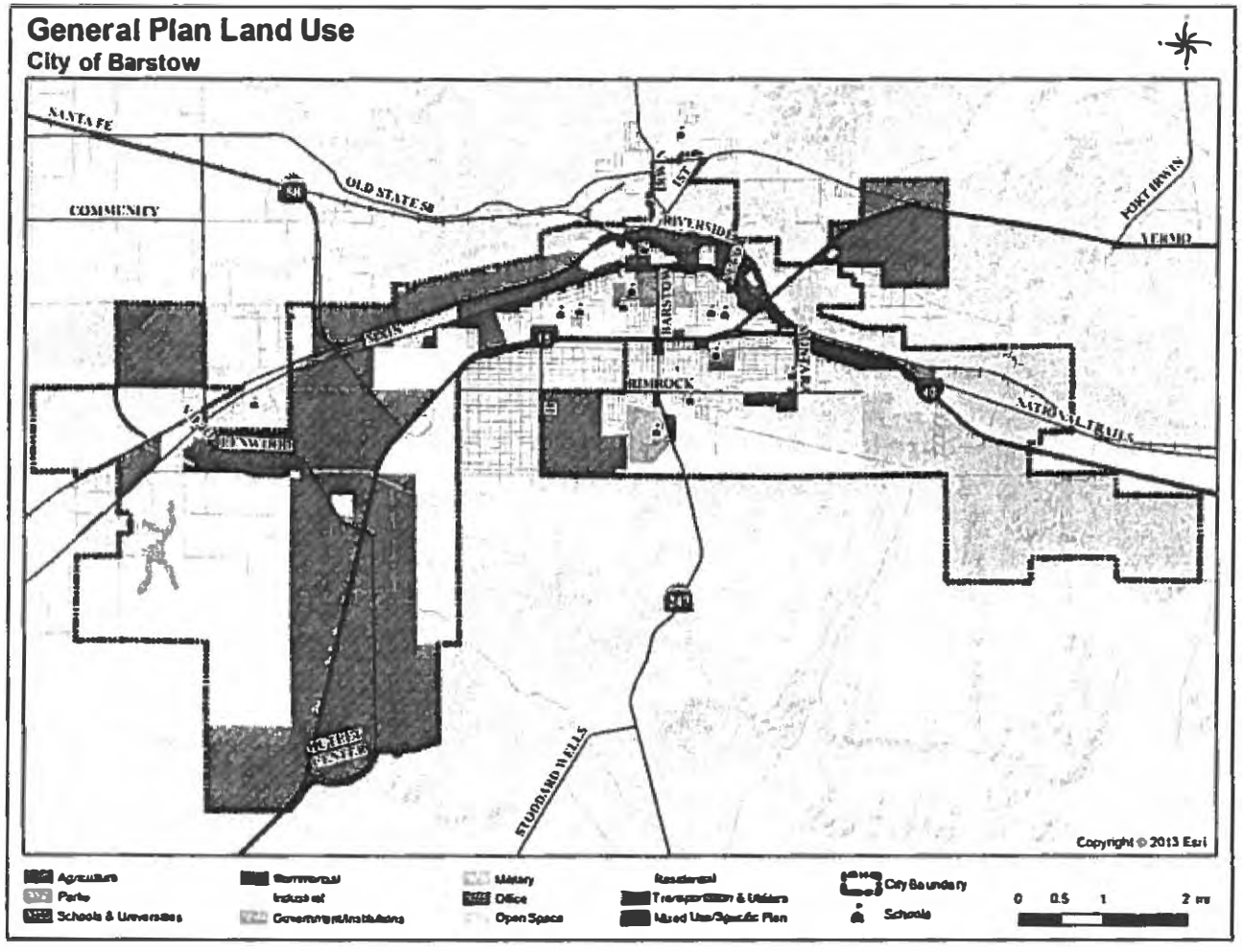
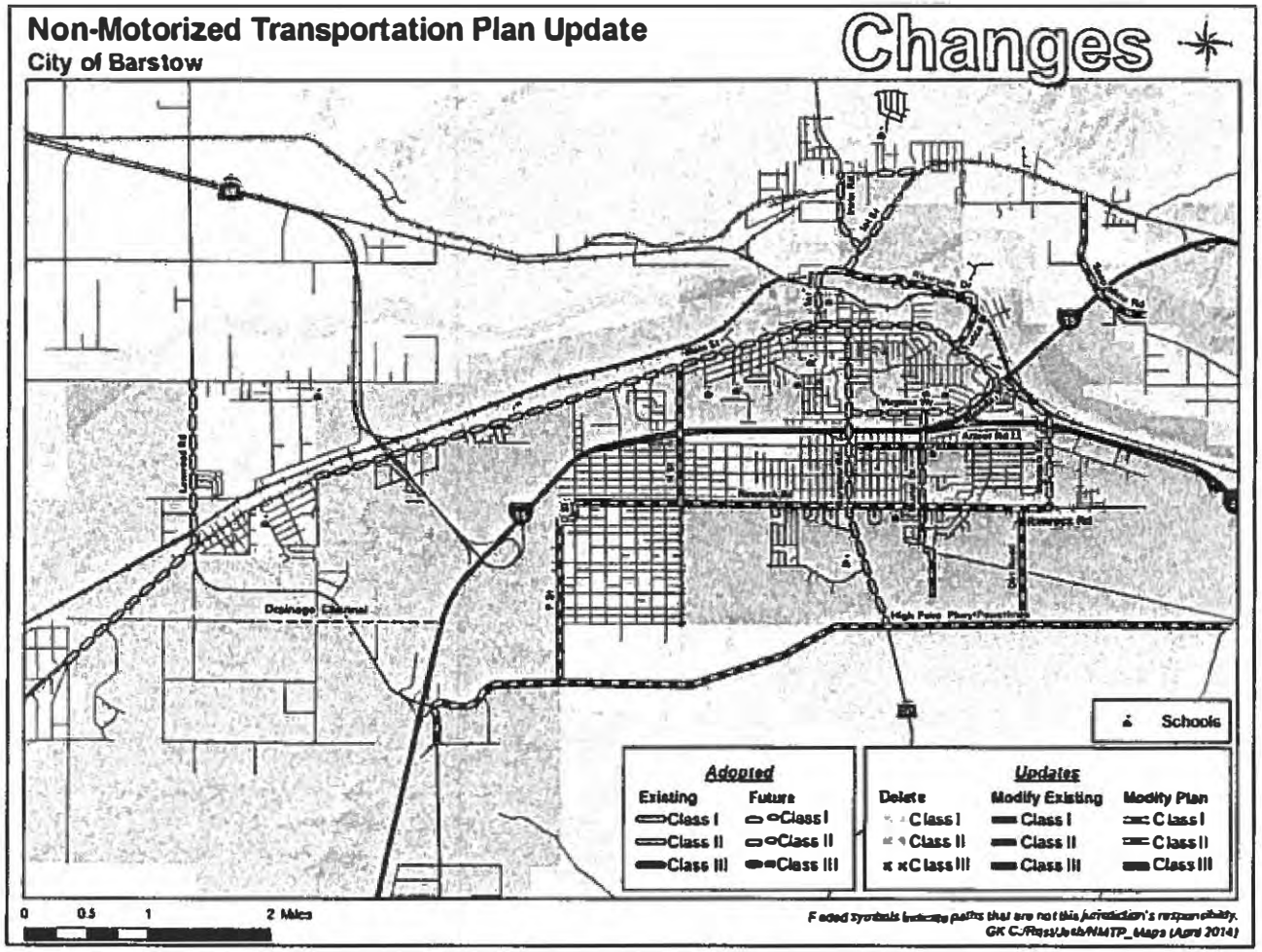
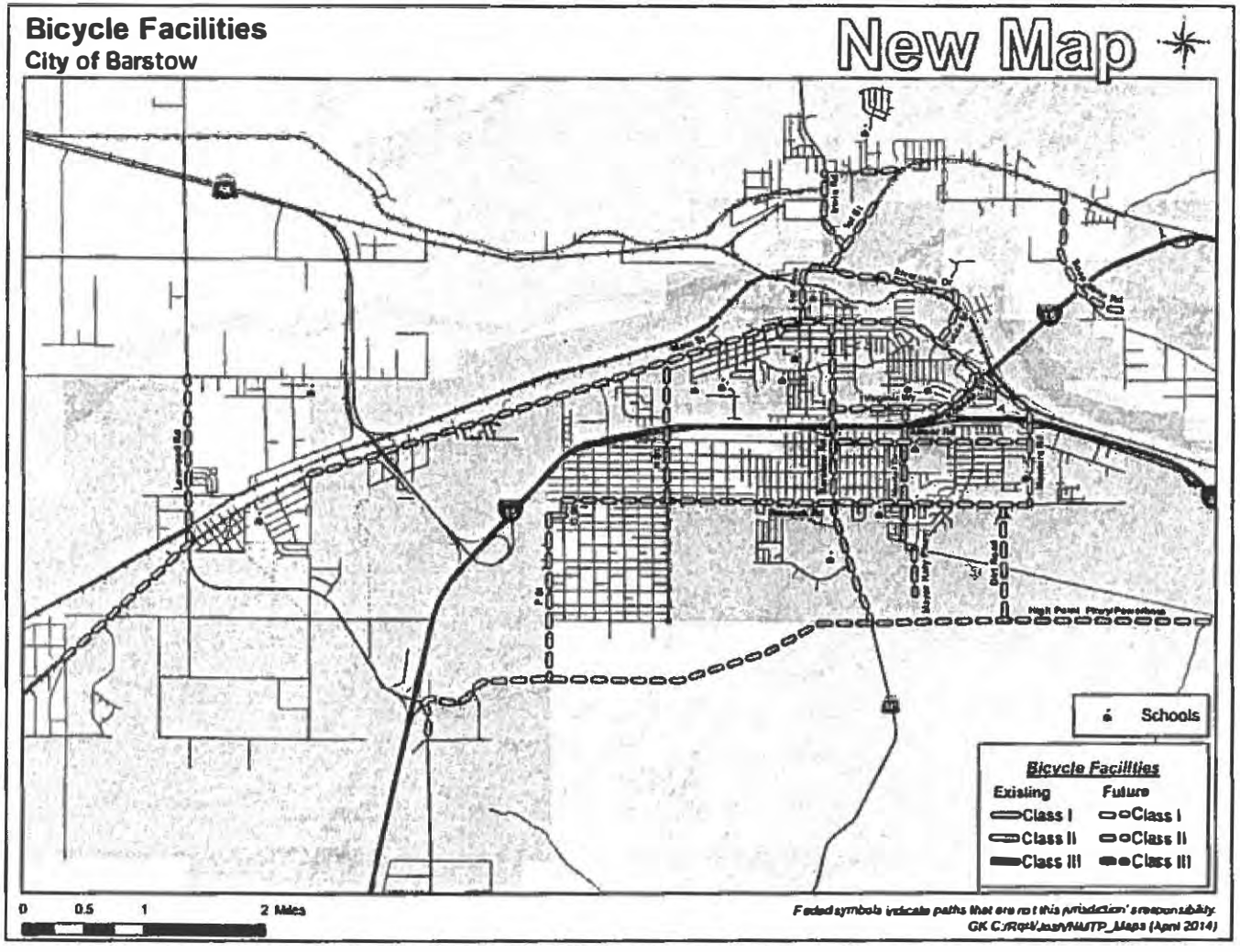

General Plan Land Use
City of Barstow
SANTA FE
COMMUNITY
OLD STATE 58
58
247
RIVERSIDE
BARSTOW
HEMROCK
FORT IRWIN
VERDO
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Commercial
Industrial
Military
Office
Open Space
Residential
Transportation & Utilities
Mixed Use/Specific Plan
City Boundary
Schools
0 0.5 1 2 mi

Figure 5.5


Non-Motorized Transportation Plan Update
City of Barstow
Changes
Schools
Adopted
Existing
Future
Class I
Class II
Class III
Updates
Delete
Modify Existing
Modify Plan
0 0.5 1 2 Miles


Bicycle Facilities
City of Barstow
New Map
Schools
Bicycle Facilities
Existing
Future
Class I
Class II
Class III
Class I
Class II
Class III
0
0.5
1
2 Miles
Faded symbols indicate paths that are not this jurisdiction's responsibility.
GK C:/Rgis/Josh/NMTP_Maps (April 2014)

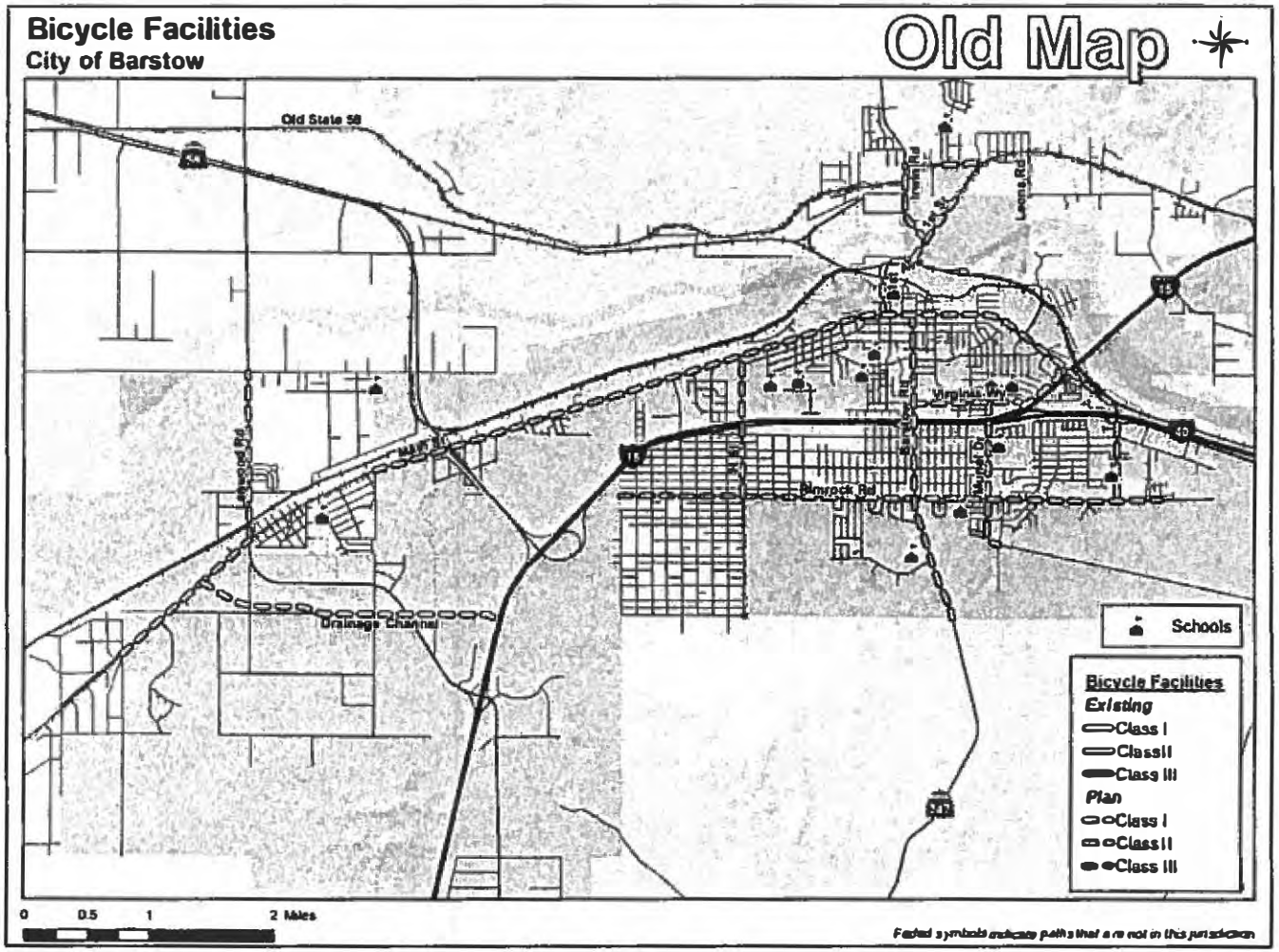

Bicycle Facilities
City of Barstow
Old Map
Old State 58
Lenwood Rd
Main St
Drainage Channel
Virginia Way
Barstow Rd
Lenwood Rd
Fort Irwin Rd
Lenwood Rd
Leona Rd
15
40
58
247
Schools
Bicycle Facilities
Existing
Class I
Class II
Class III
Plan
Class I
Class II
Class III
0
0.5
1
2 Miles
Faded symbols indicate paths that are not in this jurisdiction

Figure 5.6

Table 5.10:

Barstow Existing Conditions

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
n/a	n/a	n/a	n/a	n/a	n/a
			Total	n/a	n/a

Proposed Improvements

Future improvements to the non-motorized network for the City of Barstow will develop along the major transportation corridors throughout the City as well as in some of the more remote and particularly scenic areas. ~~All future improvements focus on further development of additional Class I and II facilities.~~ A table of future improvements is included in Table 5.11 ~~Table 5.11:Table 5.11:Table 5.11~~ below.

Table 5.11:

Barstow Proposed Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
1st Ave.	Irwin Rd.	Main St.	II	0.65	$42,500
1st St.	Irwin Rd.	.46mi. NE Irwin Rd.	II	0.45	$22,500
Armonr Rd.	Deseret Ave.	Montara Rd.	II	1.59	$79,800
Azurite Rd.	P St.	O St.	II	0.12	$6,250
Barstow Rd.	Main St.	SR-247	II	2.56	$126,000
~~Drainage Channel~~	~~Main St.~~	~~Osborne Rd.~~	~~I~~	~~2.45~~	~~$2,450,700~~
Dirt Road	Rimrock Rd.	Powerlines	II	0.96	$480,100
H St.	Main St.	~~Linda Vista Ave.~~ Rimrock Rd.	II	~~1.07~~ 1.15	~~$53,500~~ $57,800
High Point Pkwy /Powerlines	Lenwood Ln.	Pipeline Rd.	II	6.76	$338,050
Irwin Rd.	Old Hwy 58	1st Ave.	II	0.79	$39,500
Lenwood Rd.	Agate Rd.	Main St.	II	1.38	$69,000
Lenwood Rd.	High Point Pkwy.	Mercantile Way	II	0.3	$15,400
Main St.	Delaney Rd.	City Limit 0.66 mi. E	II	1.39	$69,700
Main St.	WCity Limit	I-40	II	6.62	$331,000
Mayor Katy Pkwy.	Muriel Dr.	Sports Park	II	0.37	$18,600
Montara Rd.	Main St.	Rimrock Rd.	II	0.62	$31,000
Muriel Dr.	Virginia Way	Guadalupe Dr.	II	1.22	$61,000
O St.	Rimrock Rd.	Azurite Rd.	II	0.12	$6,300
Old State 58	0.02mi. W Camarillo Ave.	4 mE Muriel St.	II	0.24	$12,000
P St.	Azurite Rd.	Powerlines	II	1.37	$68,550
Rimrock Rd.	~~P St.~~ O St.	~~Granada Hills Ave.~~ Montara Rd.	II	~~4.39~~ 3.92	~~$219,600~~ $196,000
Riverside Dr.	1st Ave.	Yucca St.	II	1.18	$59,250

Roberta St.	Virginia Way	Main St.	II	0.46	$24,000
Soap Mine Rd.	Old State 58	Webster Rd.	II	1.28	$64,100
Virginia Way	Barstow Rd.	Roberta St.	II	0.90	$45,000
Yucca St.	Riverside Dr.	Main St.	II	0.45	$22,700
			Total	~~26.41~~ 37.07	~~$3,698,900~~ $2,288,100

The City of Barstow has identified Main Street, Barstow Road, H Street, Rimrock Road and Virginia Way as priority improvements. When all proposed projects are complete, the City will have constructed ~~26.41~~37.07 miles of ~~Class I and Class II~~bicycle paths providing internal connectivity to the residents of Barstow, ~~and~~ establishing interregional connections to the County highway system, and creating recreational paths that give residents and visitors an opportunity to improve their health and quality of life with a ride through the beautiful Barstow desert.

Table 5.12:

Priority Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
Barstow Rd.	Main St.	SR-247	II	2.58	$128,000
H St.	Main St.	~~Linda Vista Ave.~~ Rimrock Rd.	II	~~1.07~~ 1.15	~~$53,500~~ $57,800
Main St.	I-40	W. City Limit	II	6.62	$331,000
Rimrock Rd.	~~P St.~~ O St.	Granada Hills Ave.	II	~~4.39~~ 3.92	~~$219,500~~ $196,000
Virginia Way	Barstow Rd.	Roberta St.	II	0.90	$45,000
			Total	~~15.56~~ 15.15	~~$777,000~~ $757,800

Municipal Code

As of March 2014, ~~T~~the City of Barstow is in the process of adopting a ~~has not adopted~~ Municipal Code specific to non-motorized transportation ~~or~~ including the placement of non-motorized transportation facilities.

End of Trip Facilities

The City of Barstow has bike racks dispersed throughout the City, typically at retail centers, schools and multi-unit housing complexes.

Multimodal Connectivity

The City of Barstow has the following multimodal facilities that interface with the non-motorized transportation system.

Table 5.13:

Multimodal Connectivity

Facility	Facility Type	Facility Location
City-wide Bus Stops	Bus Stops	Throughout City

Collisions Involving Bicyclists

Table 5.14:

Data for Collisions Involving Bicyclists

Parameter	Collision Rate
Total # of Bicycle Collisions from 2007-2011	20
Total # of Bicycle Fatalities from 2007-2011	1
Total # of Bicycle Injuries from 2007-2011	13
Average # of Bicycle Collisions Per Year	4.0
Average Bicycle Collision Rate per 1000/year[1]	0.18

Notes:

1. Rate is calculated using SWITRS collision data and population figures by the California Department of Finance

Safety and Education Programs

The City of Barstow does not currently participate in any bicycle safety or education programs.

City of Big Bear Lake

Population

5,111

City Overview

The City of Big Bear Lake is a four-season, resort community located approximately 25 miles northeast of the City of San Bernardino in the San Bernardino Mountains. The City encompasses almost seven square miles and is approximately seven miles long and two miles wide. The City adjoins Big Bear Lake, which is the largest recreational lake in Southern California.

The Big Bear Valley was settled in the 1860s following the discovery of gold in the area. In 1884, Big Bear Lake was formed with the construction of a dam to provide irrigation waters to the San Bernardino Valley. By the 1920s, recreation became the most important economic factor in the valley. The local economy continues to be primarily based on tourism, with the summer and winter months being the most heavily visited seasons.

Land Use

The Big Bear Valley has historically been a weekend and second-home retreat for the residents of San Bernardino, Riverside and Los Angeles metropolitan areas. The City incorporated in 1980, in part as a response to these development pressures and the desire to have local control. The residents of the City express a strong desire to balance the benefits of growth with the preservation of the natural environment.

The land use of the City is comprised mostly of single-family residential, but also includes a number of areas designated for multi-family residential, commercial, service and industrial uses. The City's location adjacent to large areas of public lands, which are under the control of the U.S. Department of Forestry, provides for urban growth boundaries, preserving public open space and limiting urban sprawl.

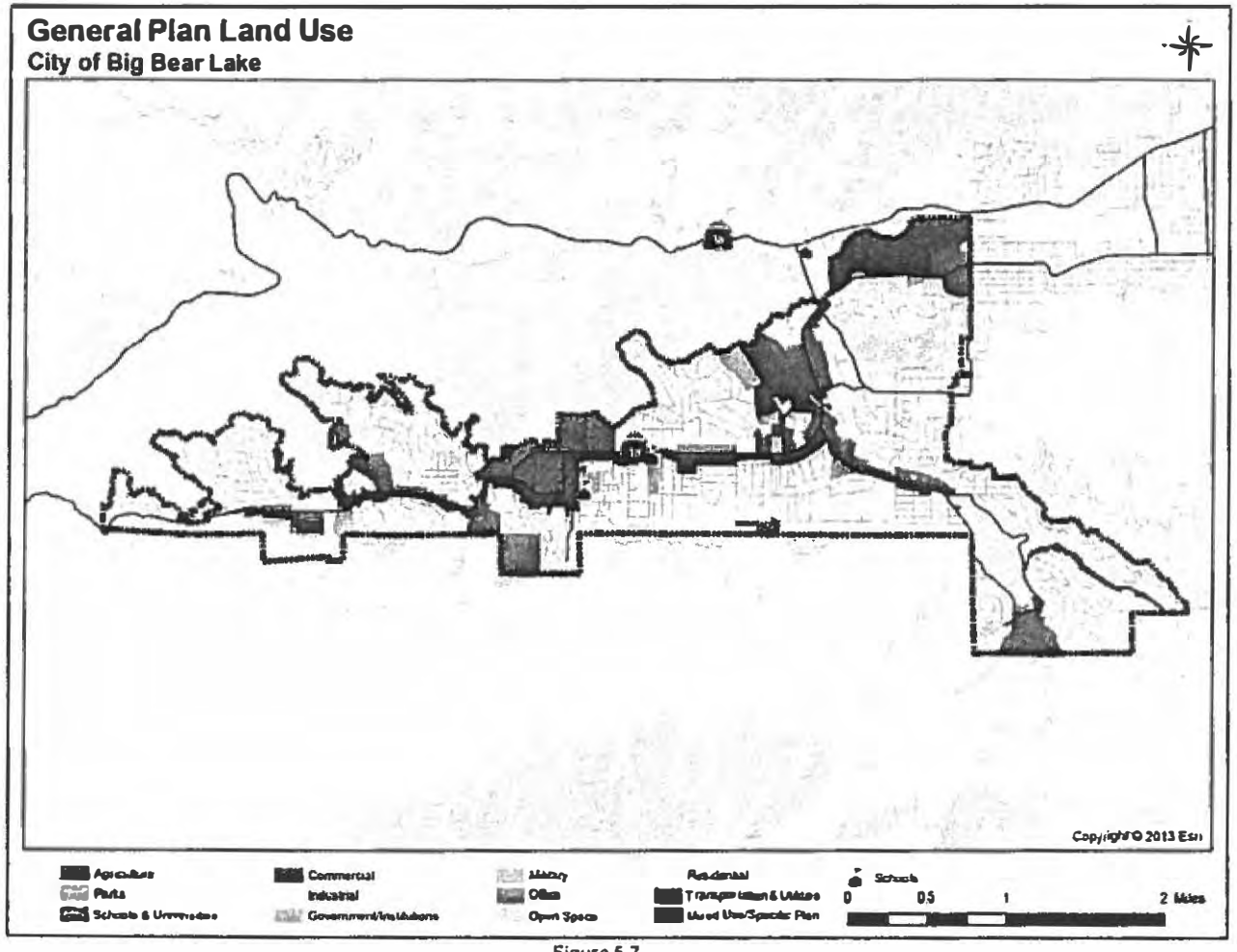
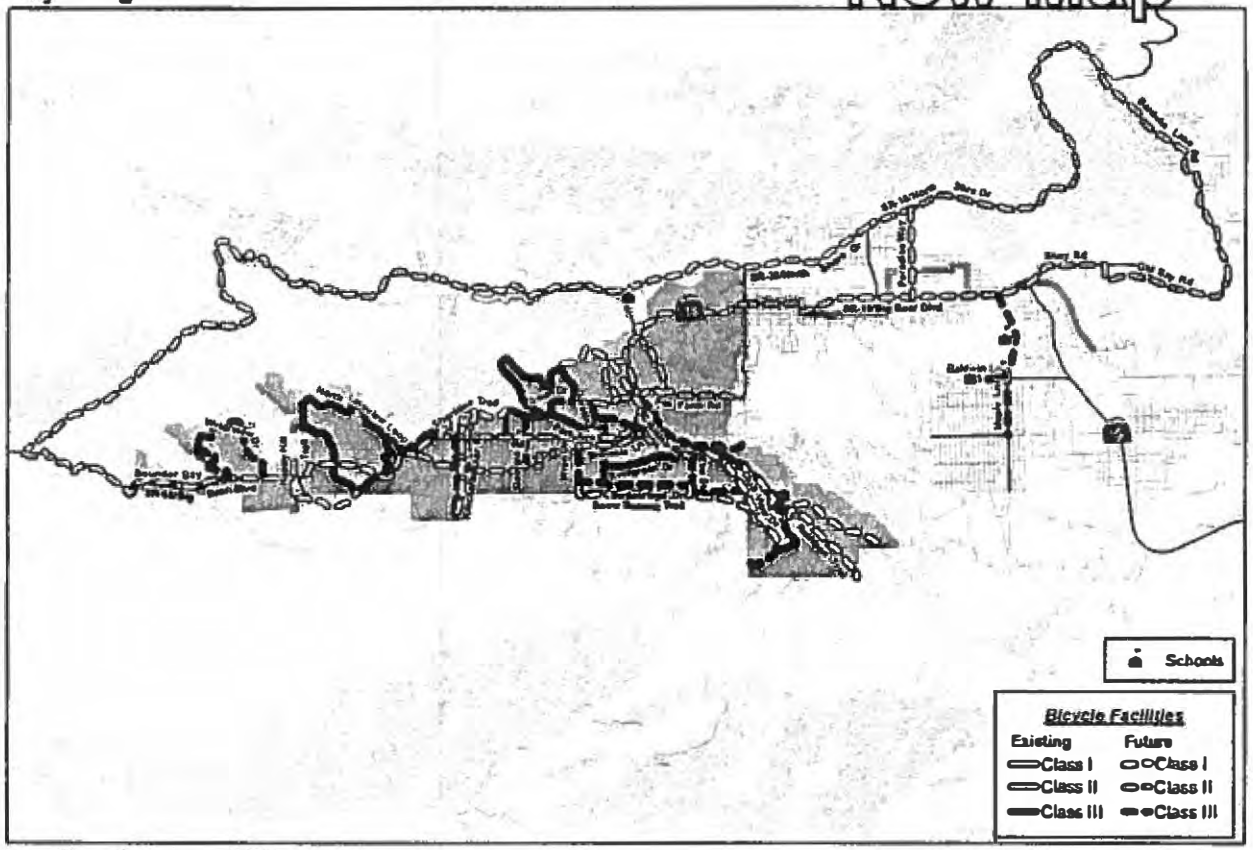

General Plan Land Use
City of Big Bear Lake
Copyright © 2013 Esri
Commercial
Industrial
Office
Open Space
Residential
Schools
0
0.5
1
2 Miles

Figure 5.7

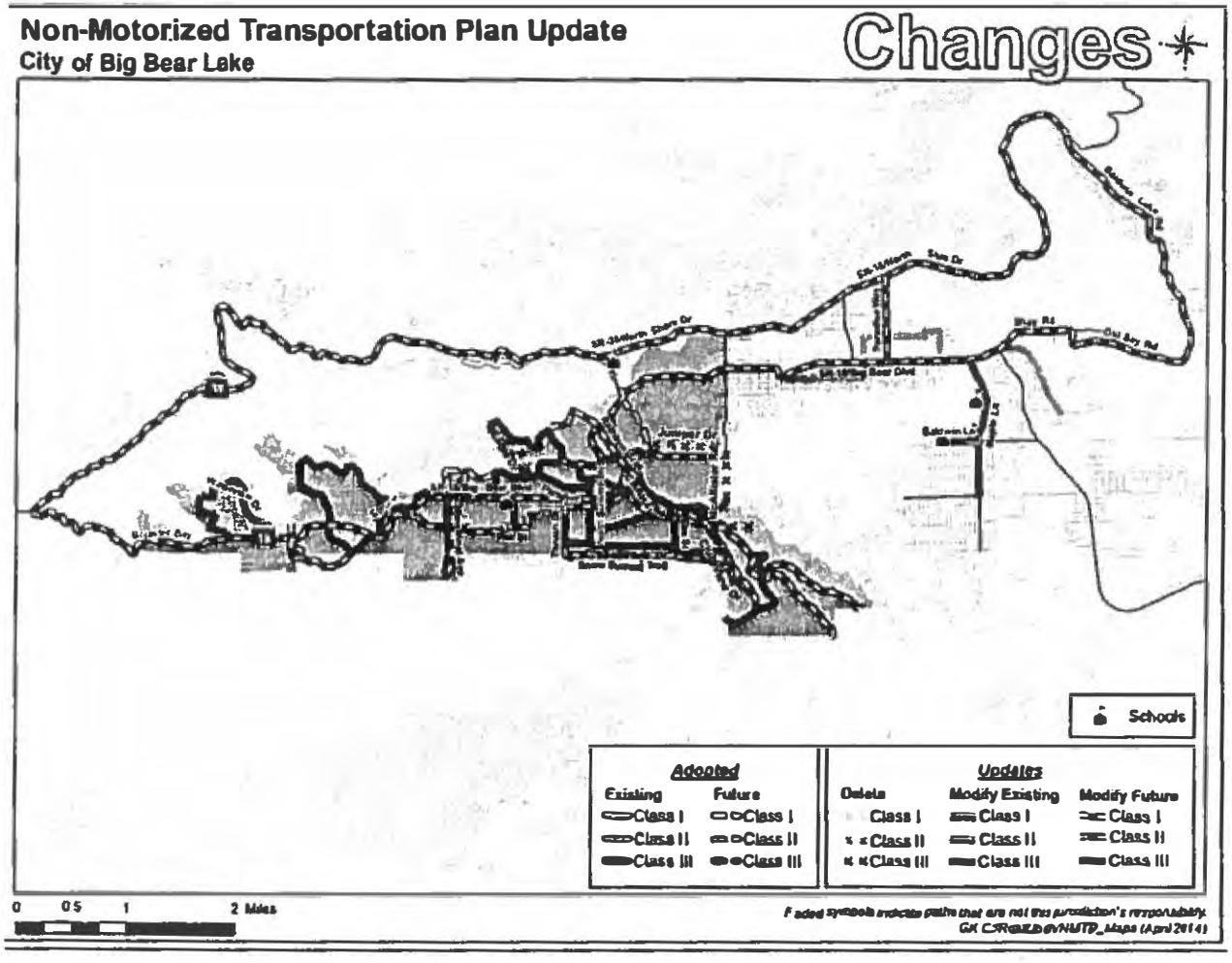
Bicycle Facilities
City of Big Bear Lake

New Map



Faded symbols include paths that are not this jurisdiction's responsibility.
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Non-Motorized Transportation Plan Update
City of Big Bear Lake
Changes
Schools
Adopted
Existing
Future
Class I
Class II
Class III
Updates
Delete
Modify Existing
Modify Future
0 0.5 1 2 Miles

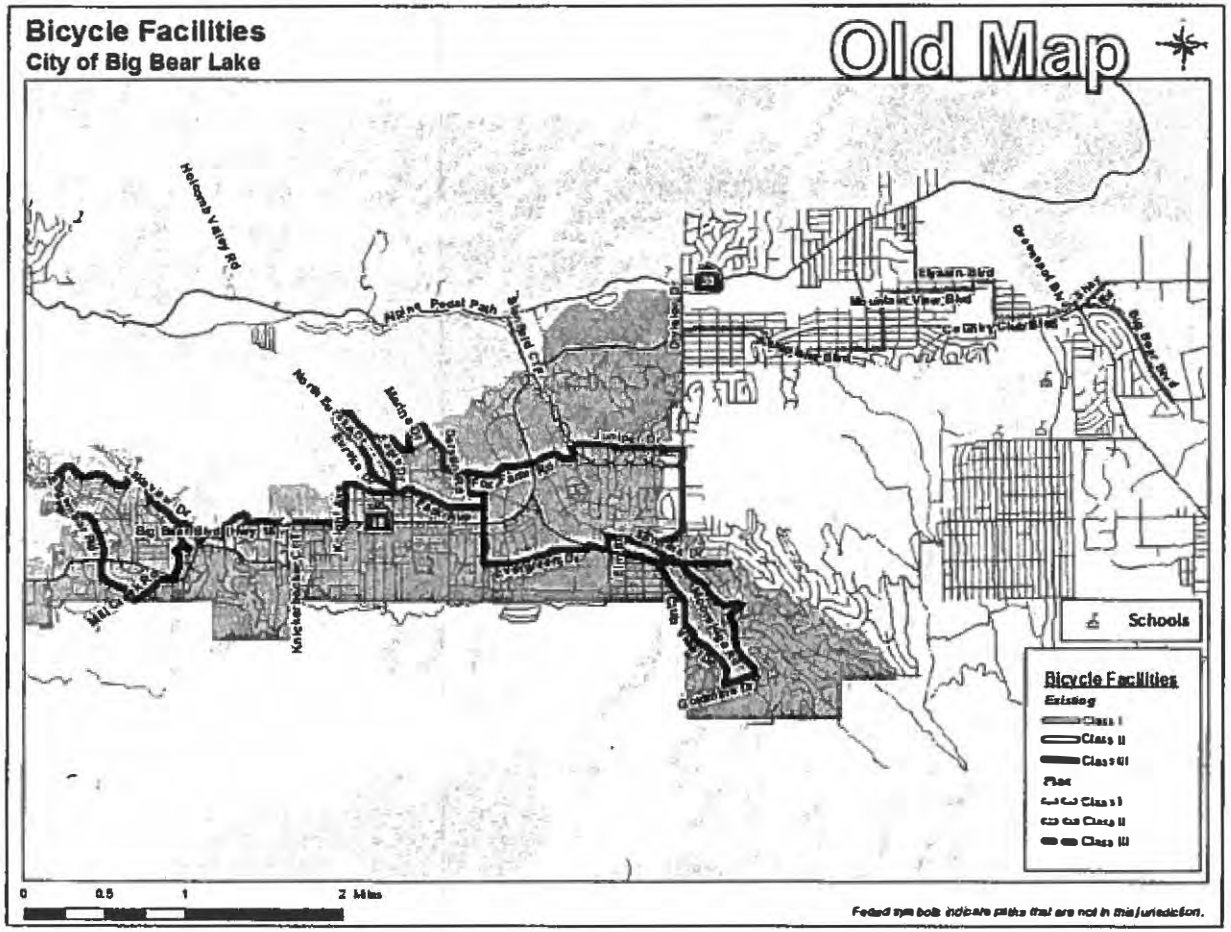


Figure 5.8

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Existing Conditions:

Table 5.1515:

~~Bike~~ Big Bear Lake Existing Conditions

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
~~Bayside Dr.~~	~~Stone Bridge Rd.~~	~~Marina Dr.~~	~~III~~	~~0.20~~	~~$3,000~~
~~Big Bear Blvd. (Hwy 18)~~	~~Pine Knot Rd.~~	~~Knight Ave.~~	~~III~~	~~0.45~~	~~$6,750~~
Bounder Bay	w/o Talbot Dr.	w/o Skylight Trail	III	0.67	$10,000
~~Club View Dr.~~	~~Moonridge Rd.~~	~~Goldmine Dr.~~	~~III~~	~~0.94~~	~~$14,100~~
~~Condor Dr.~~	~~Eureka Dr.~~	~~Oriole/Stone Bridge Rd.~~	~~III~~	~~0.09~~	~~$1,350~~
~~Cougar Rd.~~	~~Douglas St.~~	~~McAllister Rd.~~	~~III~~	~~0.30~~	~~$4,500~~
Douglas St.	Sonoma Dr.	Cougar Rd.	III	0.06	$900
~~Eagle Dr.~~	~~Eureka Dr.~~	~~North Eureka Dr.~~	~~III~~	~~0.35~~	~~$5,250~~
Eagle Point Loop	Park Ave.	Eagle Dr.	III	1.74	$26,200
East Moonridge Lp.	Douglas St.	Club View Dr.	III	1.47	$22,050
~~Edgemoor Rd.~~	~~Big Bear Blvd.~~	~~Mill Creek Rd.~~	~~III~~	~~0.36~~	~~$5,400~~
~~Edgemoor Rd.~~	~~Lakeview Dr.~~	~~Big Bear Blvd.~~	~~III~~	~~0.69~~	~~$10,350~~
~~Eureka Dr.~~	~~Park Ave.~~	~~Eagle Dr.~~	~~III~~	~~0.62~~	~~$9,300~~
Evergreen Dr.	Summit Blvd.	Moonridge Rd.	III	0.70	$10,500
~~Fox Farm Rd.~~	~~Big Bear Blvd.~~	~~Swan Dr./Garstin Rd.~~	~~III~~	~~0.43~~	~~$6,450~~
~~Fox Farm Rd.~~	~~Starvation Flats Rd.~~	~~Big Bear Blvd.~~	~~III~~	~~0.32~~	~~$4,800~~
Garstin Rd.	Swan Dr./Fox Farm Rd.	Summit Blvd.	III	0.21	$3,150
~~Goldmine Dr.~~	~~Club View Dr.~~	~~Moonridge Rd.~~	~~III~~	~~0.21~~	~~$3,150~~
~~Juniper Dr.~~	~~Division Dr.~~	~~Starvation Flats Rd.~~	~~III~~	~~0.73~~	~~$10,950~~
Knight Ave.	Big Bear Blvd.	Park Ave.	III	0.24	$3,600
~~Lakeview Dr.~~	~~Talmadge Rd.~~	~~Edgemoor Rd.~~	~~III~~	~~1.02~~	~~$15,300~~
~~Lakeview Dr.~~	~~Talmadge Rd.~~	~~Paine Rd.~~	~~III~~	~~0.37~~	~~$5,550~~
~~Lakeview Dr. (Hwy 18)~~	~~Simonds Dr.~~	~~Pine Knot Rd.~~	~~III~~	~~0.18~~	~~$2,700~~
~~Marina Dr.~~	~~Bayside Dr.~~	~~Swan Dr.~~	~~III~~	~~0.33~~	~~$4,950~~
~~McAllister Rd.~~	~~Cougar Rd.~~	~~Fox Farm Rd.~~	~~III~~	~~0.37~~	~~$5,550~~
~~McAllister Rd.~~	~~Fox Farm Rd.~~	~~Juniper Rd.~~	~~III~~	~~0.11~~	~~$1,650~~
~~Mill Creek Rd.~~	~~Edgemoor Rd.~~	~~Talmadge/Big Bear Blvd.~~	~~III~~	~~0.28~~	~~$4,200~~
~~Moonridge Rd.~~	~~Evergreen Dr.~~	~~Club View Dr.~~	~~III~~	~~0.44~~	~~$6,600~~
~~Moonridge Rd.~~	~~Goldmine Dr.~~	~~Sunset Dr.~~	~~III~~	~~0.99~~	~~$14,850~~
~~North Eureka Dr.~~	~~Eagle Dr.~~	~~Condor Dr.~~	~~III~~	~~0.27~~	~~$4,050~~
North Lakeview Lp.	SR-18	Big Bear Blvd.	III	1.94	$29,200
North Summit Blvd.	Garstin Rd.	Evergreen Dr.	III	0.43	$6,600
~~Paine Rd.~~	~~Lakeview Dr.~~	~~Simonds Dr.~~	~~III~~	~~0.07~~	~~$1,050~~
Paine Rd./Simonds Dr.	Spruce Rd.	SR-18/Big Bear Blvd.	III	0.27	$4,150
~~Park Ave.~~	~~Knight Ave.~~	~~Eureka Dr.~~	~~III~~	~~0.32~~	~~$4,800~~
~~Park Ave.~~	~~Summit Blvd.~~	~~Eureka Dr.~~	~~III~~	~~0.60~~	~~$9,000~~
Park Ave.	Park Ave./Wren Dr.	Eureka Dr.	III	0.51	$7,700
Park Ave./Wren Dr.	Knight Ave.	Park Ave.	III	0.40	$6,150
~~Simonds Dr.~~	~~Paine Rd.~~	~~Lakeview Dr. (Hwy 18)~~	~~III~~	~~0.21~~	~~$3,150~~
~~Sonoma Dr.~~	~~Sunset Dr.~~	~~Cougar Ave.~~	~~III~~	~~0.82~~	~~$12,300~~
South Lakeview Lp.	SR-18	Talmage Rd.	III	0.64	$9,650

Spruce Rd.	Lakeview Dr.	Paine Rd.	III	0.18	$2,700
~~Starvation Flats Rd.~~	~~Juniper Dr.~~	~~Fox Farm Rd.~~	~~III~~	~~0.10~~	~~$1,500~~
~~Stone Bridge Rd.~~	~~Oriole Dr./Condor Dr.~~	~~Bayside Dr.~~	~~III~~	~~0.20~~	~~$3,000~~
~~Summit Blvd.~~	~~Big Bear Blvd.~~	~~Evergreen Dr.~~	~~III~~	~~0.25~~	~~$3,000~~
~~Summit Blvd.~~	~~Garstin Rd.~~	~~Big Bear Blvd.~~	~~III~~	~~0.18~~	~~$2,700~~
~~Swan Dr.~~	~~Marina Dr.~~	~~Garstin Rd./Fox Farm Rd~~	~~III~~	~~0.16~~	~~$2,400~~
Talmadge Rd.	Mill Creek/Big Bear Blvd.	Lakeview Dr.	III	0.48	$7,200
			Total	~~14.66~~ 9.94	~~$219,900~~ $149,750

Growth/Past investment in system

Since the San Bernardino County Non-Motorized Transportation Plan was first prepared in 2 1, the City of Bigike Bear Lake has constructed ~~14.66~~9.94 miles of Class III at a rate of 1.69 miles per year.

Past Investment in Non-Motorized Infrastructure

The City of Big Bear Lake has made an investment in its non-motorized transportation infrastructure. The improvements included in Table 5.15 above reflect an investment of ~~$219,900~~149,750 based on planning level estimates.

Proposed Improvements

~~The City of Big Bear Lake proposes to add a Class I path on Knickerbocker Creek Trail that connects Village Drive to Big Bear Lake for an approximate length of 0.5 miles.~~ The City of Big Bear Lake adopted "Big Bear Valley Pedestrian, Bicycle and Equestrian Master Plan" in 2013. The proposed improvements project list on Table 5.16 reflects the adopted plan routes from the master plan.

Table 5.16~~15~~:

Bigike Bear Lake Proposed Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
Aspen Glen Path	Unincorporated Side of City Limit	Edgemoor Rd.	I	0.58	$580,000
Baldwin Lake Rd.	Minnow Ln.	SR-18/North Shore Dr.	II	2.40	$120,000
Baldwin Ln.	SR-38	Vista Ave.	III	0.90	$13,500
Blue Jay Rd.	SR-18/Big Bear Blvd.	Willow Landing Rd.	III	0.06	$4,000
Brownie Ln.	Thrus Dr.	Moonridge Rd.	II	2.50	$407,000
Cameron Dr.	Pine Knot Ave.	Knickerbocker Rd.	III	0.05	$3,000
Catalina Rd.	SR-18/Big Bear Blvd.	Sonoma Dr.	III	0.66	$46,000
Catbird Ln.	North Bay Rd.	Willow Landing Rd.	III	0.12	$8,000
Clenega Rd.	Waterview Dr.	SR-18/Big Bear Blvd.	III	0.53	$37,000

Club View Dr.	Goldmine Dr.	USFS 2N10	III	0.31	$21,000
Club View Dr.	Moonridge Rd.	Goldmine Dr.	II	0.93	$91,000
Cougar Rd.	Sonoma Dr.	McAllister Rd.	III	0.46	$17,000
Elm St.	Moonridge Rd.	Willow Ave.	III	0.31	$22,000
~~Elm St.~~	~~Sonoma Dr.~~	~~Moodridge Rd.~~	~~III~~	~~0.08~~	~~$1,360~~
Eureka Dr.	Mc Whinney Ln.	Oak St.	II	0.10	$67,000
Fox Farm Rd.	Sandalwood Dr.	E City Limit	II	1.04	$693,000
~~Fox Farm Rd.~~	~~Starvation Flats Rd.~~	~~E City Limit~~	~~II~~	~~0.55~~	~~$27,600~~
Fox Farm Rd /Swan Dr.	Marina Point Dr.	Sandalwood Dr.	II	0.41	$40,000
Garstin Dr.	Summit Blvd.	SR-18/Big Bear Blvd.	III	0.27	$19,000
Georgia St.	Park Ave.	Oak St.	III	0.45	$31,000
Happy Hill Trail	Lakefront	City Limit	I	0.82	$1,140,000
Jeffries Rd.	Oak St.	Pennsylvania Ave.	II	0.05	$36,000
Knickerbocker Cr. Tr.	Lakefront	Knickerbocker Rd.	I	0.85	$1,602,000
~~Knickerbocker Cr. Tr.~~	~~Village Dr.~~	~~Big Bear Lake~~	~~I~~	~~0.5~~	~~$1,700,000~~
Knickerbocker Rd.	SR-18/Big Bear Blvd.	USFS 2N08	II	0.53	$57,000
Knickerbocker Rd.	Cameron Dr.	USFS 2N08	III	0.16	$11,000
Maple Ln.	SR-38	Barton Ln.	III	1.31	$65,500
Mc Whinney Ln.	Eureka Dr.	Thrush Dr.	II	2.50	$231,000
Moonridge Rd.	Moonridge Way	Club View Dr.	II	0.83	$81,000
Moonridge Rd.	Rathbun Dr.	Sonoma Dr.	III	0.17	$2,650
Moonridge Rd.	SR-18/Big Bear Blvd.	Moonridge Way	III	0.10	$7,000
Moonridge Way	SR-18/Big Bear Blvd.	Moonridge Rd.	II	0.12	$12,000
North Bay Rd.	Woodland Way	Catbird Ln.	III	0.18	$12,000
Oak St.	Eureka Dr.	Jeffries Rd.	II	0.21	$140,000
Old Say Rd.	Shay Rd.	Minnow Ln.	II	1.34	$67,000
Paradise Way	SR-38	SR-18	II	0.79	$39,500
Pennsylvania Ave.	Jeffries Rd.	Village Dr.	II	0.48	$322,000
Pine Knot Ave.	SR-18/Big Bear Blvd.	Cameron Dr.	III	0.68	$47,000
Rathbun Trail	Moonridge Rd.	Goldmine Dr.	I	0.82	$1,748,000
Rathbun Trail	Moonridge Rd.	USFS	I	1.08	$2,066,000
Rathbun Trail	Shoreline	USFS	I	3.87	$7,343,000
Sandalwood Dr.	Fox Farm Rd.	SR-18	II	0.49	$49,000
Shay Rd.	SR-38/Greenway Dr.	Old Shay Rd.	II	0.75	$37,500
Shoreline Trail	Badger Ln.	Knight Ave.	I	1.40	$2,661,000
Snow Summit Trail	Thrush Ct.	Club View Dr.	I	1.72	$1,730,000
Sonoma Dr.	Catalina Rd.	Douglas St.	III	0.25	$17,000
SR-18/Big Bear Blvd.	Division Dr.	Shay Rd.	II	2.61	$130,500
SR-18/Big Bear Blvd	Peninsula Ln.	Division Dr.	II	6.12	$598,000
SR-18/Big Bear Blvd.	SR-38	Peninsula Ln.	II	1.82	$91,000
SR-18/North Shore Dr.	SR-18/Greenway Dr.	Bladwin Lake Rd.	II	3.94	$197,000
SR-38/North Shore Dr.	Big Bear Blvd/SR-18	Greenway Dr./SR-18	II	9.79	$489,500
Stanfield Marsh Tr.	SR-18/Big Bear Blvd.	SR-18/North Shore Dr.	I	0.19	$362,000
Starvation Flats Rd.	Big Bear Blvd.	Juniper Dr.	II	0.50	$25,050

Summit Blvd.	Evergreen Dr.	Switzerland Dr.	III	0.14	$10,000
Swan Dr.	Marina Point Dr.	Wren Dr.	III	0.21	$15,000
Switzerland Dr.	Thrush Dr.	Elm Ct.	III	1.03	$71,000
Thrush Dr.	Brownie Ln.	Mc Whinney Ln.	II	0.08	$37,000
Thrush Dr.	Mc Whinney Ln.	Thrush Ct.	III	0.36	$25,000
Village Dr.	Pennsylvania Ave.	Paine Rd.	II	0.46	$297,000
Waterview Dr.	Woodland Way	Cienega Rd.	III	0.46	$35,000
Willow Ave.	Elm St.	Club View Dr.	III	0.46	$32,000
Willow Landing Rd.	Catbird Ln.	Blue Jay Rd.	III	0.19	$13,000
Woodland Way	North Bay Rd.	Waterview Dr.	III	0.12	$9,000
Wren Dr.	Mc Whinney Ln.	Mc Whinney Ln.	II	0.02	$17,000
Wren Dr.	Swan Dr.	Park Ave.	III	0.09	$6,000
			Total	~~1.81~~ 62.06	~~$1,756,660~~ $24,212,700

Table 5.~~16~~17:

Priority Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
Knickerbocker Creek Tr.	~~Village Dr.~~ Lakefront	~~Big Bear Lake~~ Knickerbocker Rd	I	~~0.5~~ 0.85	~~$1,200,000~~ $1,602,000
			Total	0.5	$1,700,000

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Municipal Code

The municipal code for the City of Bigke Bear Lake does not currently include the mandatory requirement for the inclusion of non-motorized serving infrastructure as part of the site design process.

End of Trip Facilities

The City of Bigke Bear Lake has bike racks dispersed throughout the City, typically at retail centers, schools and multi-unit housing complexes.

Multimodal Connectivity

The City of Bigke Bear Lake has the following multimodal facilities that interface with the non-motorized transportation system.

Table 5.18:

Multimodal Connectivity

Facility	Facility Type	Facility Location
City-wide Bus Stops	Bus Stops	Throughout City

Collisions Involving Bicyclists

Table 5.1918:

Data for Collisions Involving Bicyclists

Parameter	Collision Rate
Total # of Bicycle Collisions from 2007-2011	11
Total # of Bicycle Fatalities from 2007-2011	0
Total # of Bicycle Injuries from 2008-2011	8
Average # of Bicycle Collisions Per Year	2.2
Average Bicycle Collision Rate per 1000/year[1]	0.43

Notes:
1. Rate is calculated using SWITRS collision data and population figures by the California Department of Finance

Safety and Education Programs

The City of Bigke Bear Lake does not currently participate in any bicycle safety or education programs.

City of Montclair

Population

37,311

City Overview

The City of Montclair was originally incorporated as the City of Monte Vista on April 25, 1956. As part of an effort to create its own identity, the City wanted to have its own Post Office. However, because an unincorporated community with a Post Office already existed in Northern California by that name, the U.S. Postal Service would not open another office unless the newly created city changed its name. On April 8, 1958, the voters of the City of Monte Vista chose to change the city's name to the City of Montclair. The City is comprised of 5.4 square miles of incorporated area and 1.1 square miles of unincorporated sphere of influence.

Montclair is bordered by Pomona to the west, Claremont and Upland to the north, Ontario to the east and unincorporated San Bernardino County (near Chino) to the south

Land Use

The City of Montclair is largely built out. I-10 bisects the City and most of the land use adjacent to the freeway is commercial or retail oriented. Housing tends to be single-family detached dwelling units located to the south of I-10.

Most of the remaining developable land is located in the northwestern part of the City and covered by the North Montclair Downtown Specific Plan. The proposed land use plan will create new opportunities for a transit-oriented, mixed-use development with a downtown district atmosphere between the Montclair Transcenter (currently a stop on Metrolink's San Bernardino line and eventually a stop on the proposed Metro Gold Line light rail) and the Montclair Plaza regional shopping center.

Existing Conditions:

Montclair's ~~lone~~ existing non-motorized bicycle network ~~is~~ includes a significant portion of Mills Ave. and its segment of the Pacific Electric Trail. The City constructed a Class II bike path along Mills Ave. from Moreno St. to Holt Blvd. The City also has a portion of the Class I Pacific Electric Trail ~~is a Class I facility~~ along its northern boundary that extends from the LA County Line on the west to the City of Fontana on the east.

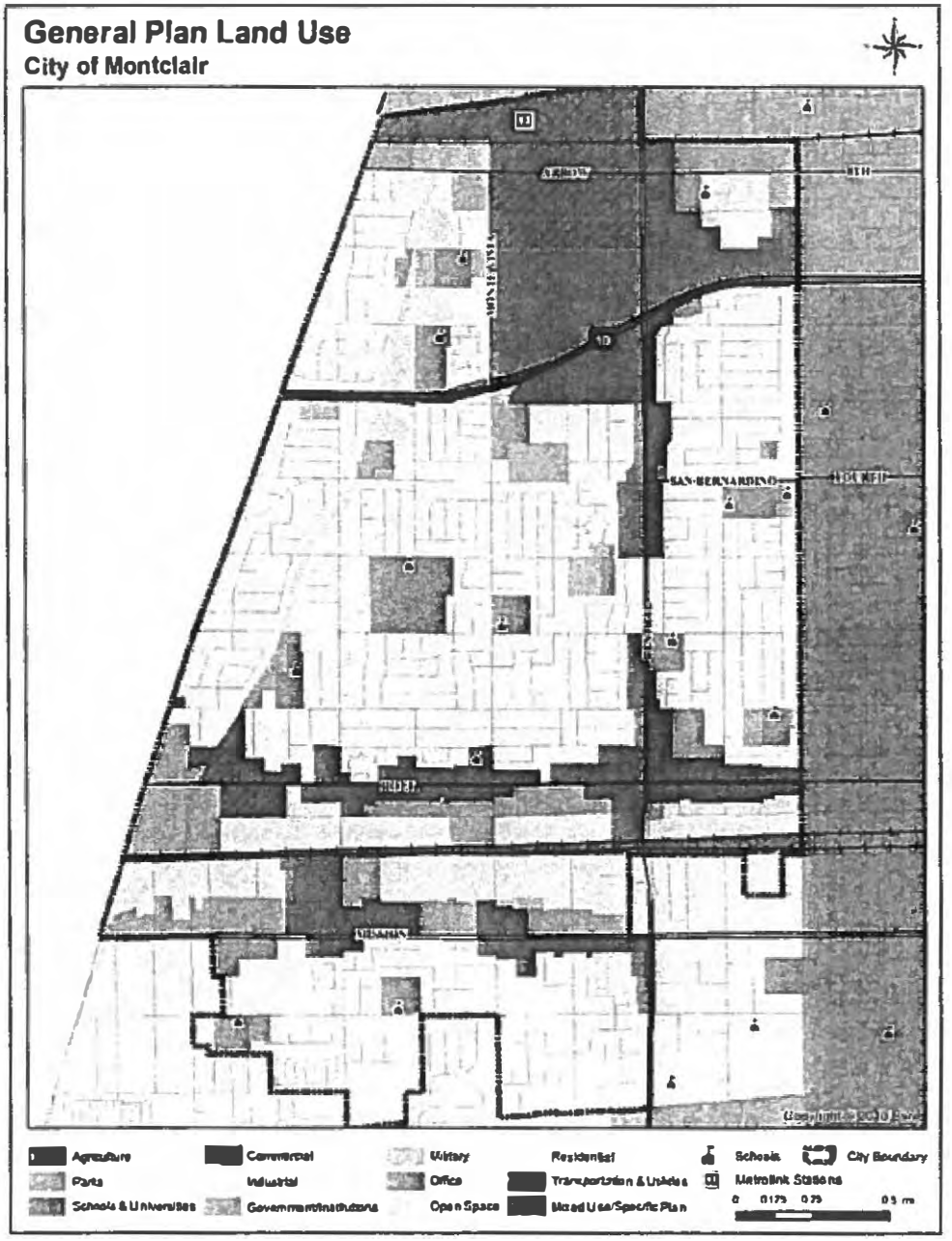
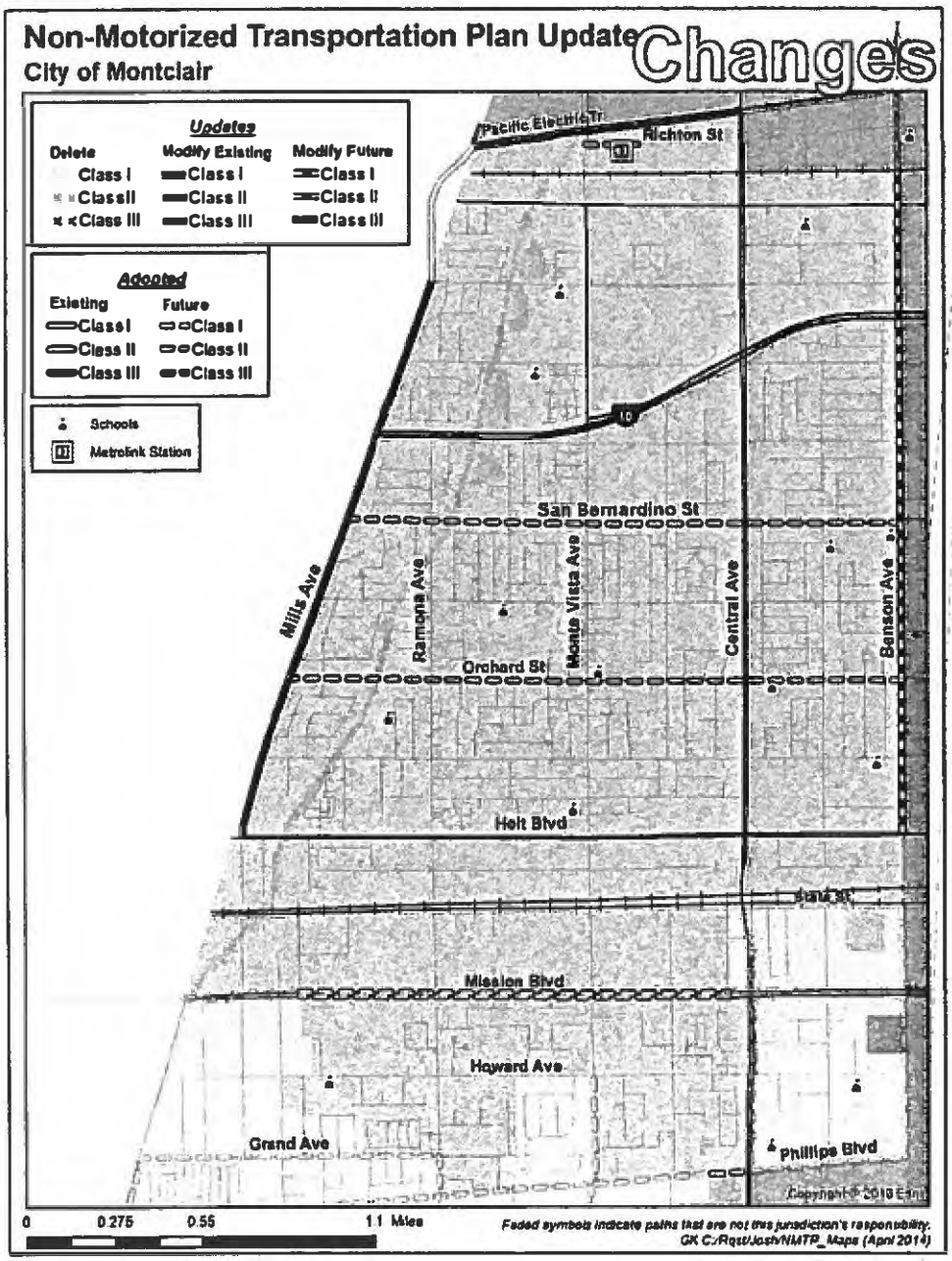


Figure 5.25

5-94

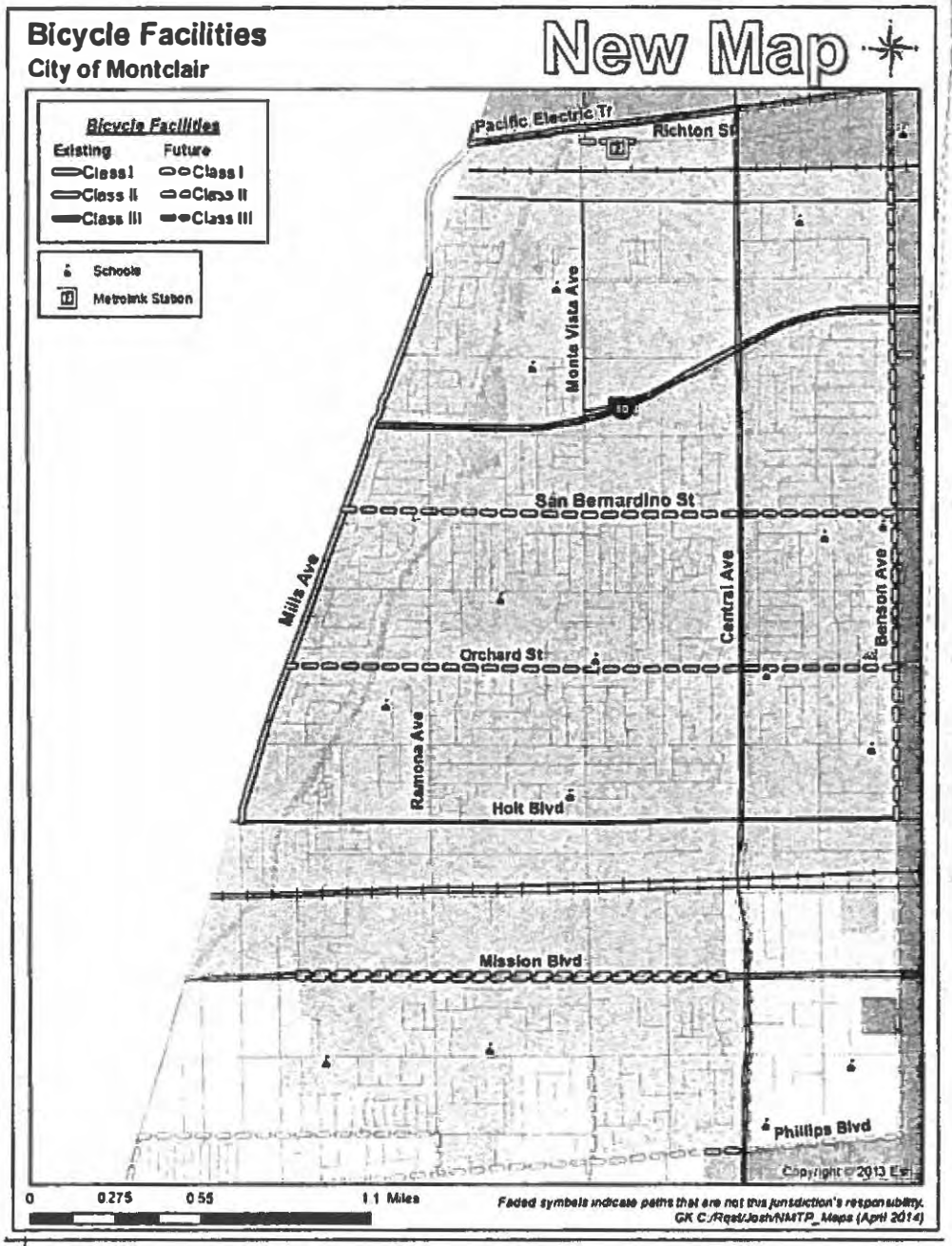


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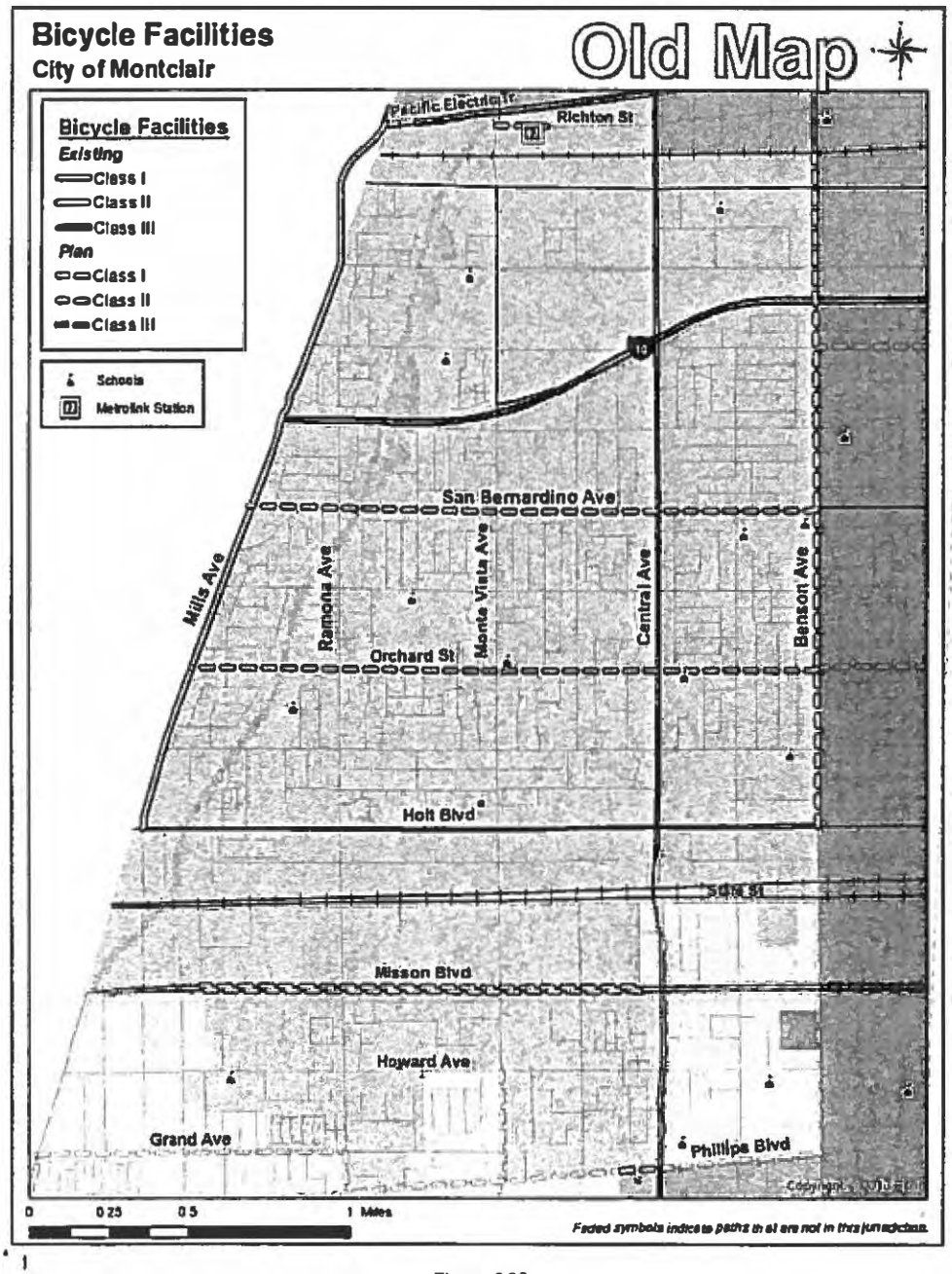
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5-96



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Figure 5.26

5-97

Table 5.5756:

Montclair Existing Conditions

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
Mills Ave.	~~Pacific Electric Trail~~ Moreno St.	~~Holt Blvd.~~	II	~~2.37~~ 1.87	~~$119,000~~ $94,000
Pacific Electric Trail	~~Mills Ave.~~ LA County Line	Central Ave.	I	~~0.85~~ 0.86	~~$850,000~~ $860,000
			Total	~~3.22~~ 2.73	~~$969,000~~ $954,000

Past Investment in Non-Motorized Infrastructure

The improvements included in Table 5.57. ~~Table 5.56:Table 5.56~~ above constitute a significant investment into the non-motorized transportation infrastructure of Montclair. Based on planning level estimates, the value of the improvements implemented throughout the City is ~~$850,000~~$954,000.

Proposed Improvements

The City of Montclair ~~has not identified any~~ proposed several additions to its future non-motorized improvements ~~or priority improvements as part of this~~ plan in 2013.

Table 5.5857:

Montclair Future Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
Benson Ave.	~~I-10 Freeway~~ Metrolink/SCRRA R-O-W	Hold Blvd.	II	2.10	$105,400
Mission Blvd.	Silicon Ave.	Ada Ave.	II	1.39	$69,000
Orchard St.	Mills Ave.	Benson Ave.	II	1.95	$98,000
Phillips Blvd.	0.13mi west of Central Ave	Central Ave.	II	0.12	$6,000
Richton St.	Monte Vista Ave.	Metrolink Station	II	0.18	$9,000
San Bernardino St.	Mills Ave.	Benson Ave.	II	1.77	$89,000
			Total	7.48	$375,400

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Table 5.5958:

Priority Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
n/a	n/a	n/a	n/a	n/a	n/a
			Total	n/a	n/a

Municipal Code

Montclair Municipal Code 11.66.020 - General provisions for trip reduction – provides the following requirements related to non-motorized transportation and non-motorized transportation infrastructure:

A. Intent. The purpose of this section is to promote the use of alternative methods of transportation besides use of the single-occupant vehicle. These alternative methods are to be provided in new development so as to meet congestion management and air quality goals at minimal cost and disruption to citizens, business and industry.

B. Applicability. Prior to issuance of a building permit for any new construction project for which a site plan is submitted on or after January 1, 1994, provisions shall be made for all applicable trip reduction requirements of this section to be implemented. The requirements shall not be applied to existing development, except when new square footage is added.

C. Trip Reduction Measures. The following trip reduction measures shall be implemented:

1. Nonresidential Projects.
   a. A bicycle rack or other secure bicycle parking facility shall be provided for every 30 parking spaces within a project and at least one bicycle rack capable of holding three bicycles shall be provided for all projects. Safe and convenient access thereto shall be provided from the public streets.
   b. On-site pedestrian walkways and bicycle facilities shall be provided connecting each building in a development to the public streets.
   c. A passenger loading area in a location close to the main building entrance shall be provided for projects with 100 or more parking spaces. The area devoted to loading and unloading of passengers shall be equivalent to a minimum of five parking spaces.
   d. A minimum of one shower facility accessible to both men and women shall be provided for persons bicycling or walking to work for each project which meets the following thresholds:

Use	Threshold
Commercial	250,000 SF
Office	125,000 SF
Hotels/Motels	250 Rooms
Industrial	325,000 SF

2. Residential Projects.
   a. For multiple dwelling and condominium developments containing 10 or more units:
      i. A bicycle rack or other secure bicycle parking facility shall be provided for every 30 parking spaces. Each project is to include at least one bicycle rack capable of holding three bicycles.
      ii. Sidewalks shall be provided from the public streets to each building within the complex.

End of Trip Facilities

The City of Montclair has bike racks dispersed throughout the City, typically at retail centers, schools and multi-unit housing complexes.

Multimodal Connectivity

Table 5.6059:

Location of Multi-Modal Connections

Facility	Facility Type	Facility Location
Montclair Transcenter/Metrolink Station	Train Station/Bus Intermodal Center	Richton Street
City-wide Bus Stops	Bus Stops	Throughout City

Collisions Involving Bicyclists

Table 5.6~~160~~:

Data for Collisions Involving Bicyclists

Parameter	Collision Rate
Total # of Bicycle Collisions from 2005-2009	77
Total # of Bicycle Fatalities from 2005-2009	2
Average # of Bicycle Collisions Per Year	15.4
Average Bicycle Collision Rate per 1000/year[1]	0.43

Notes:

1. Rate is calculated using SWITRS collision data and population figures by the California Department of Finance

Safety and Education Programs

The City of Montclair does not currently participate in any bicycle safety or education programs.

City of Ontario

Population

166,866

City Overview

Ontario incorporated as a city in 1891 and now includes 50 square miles of area. Ontario was founded in September of 1882 by George and William B. Chaffey. The city was named after the home of the Chaffey brothers, Ontario, Canada. Ontario had been declared The "Model Colony" as an Act of the Congress of the United States in 1903 for its character and history reflected in its cultural, historical, and architectural heritage. The Model Colony set a new standard for rural communities and remained the classic pattern for irrigation projects for many years.

The City of Ontario is located approximately 35 miles east of downtown Los Angeles, 20 miles west of the City San Bernardino, and 30 miles northwest of central Orange County. Ontario is widely viewed as Southern California's next urban center and is considered the inland region's population and job growth center.

Ontario is strategically located within a regional transportation network that includes an international airport with passenger and air cargo operations, three freeways, three freight rail lines, commuter and passenger rail services, public transit and a local network of streets and multi-purpose trails. This network provides multi-modal transportation options for those traveling within, to or through the City. This robust system creates unique opportunities for Ontario as a regional jobs hub and a complete community.

Land Use

The Land Use Element of the General Plan provides for uses and development that add value to the community, in terms of function, design and fiscal return. This element guides and regulates land use patterns, densities, and intensities in Ontario.
Subsequently, the mobility system will be coordinated with future land use patterns and levels of build out. Access and connectivity to mobility options will be integrated into neighborhoods, villages and districts. The placement of housing, jobs and amenities in closer proximity to each other and design strategies focused on the pedestrian will make walking a desirable alternative and a connected regional system of multi-purpose trails (including bikeways) will enable safe and convenient non-motorized travel.

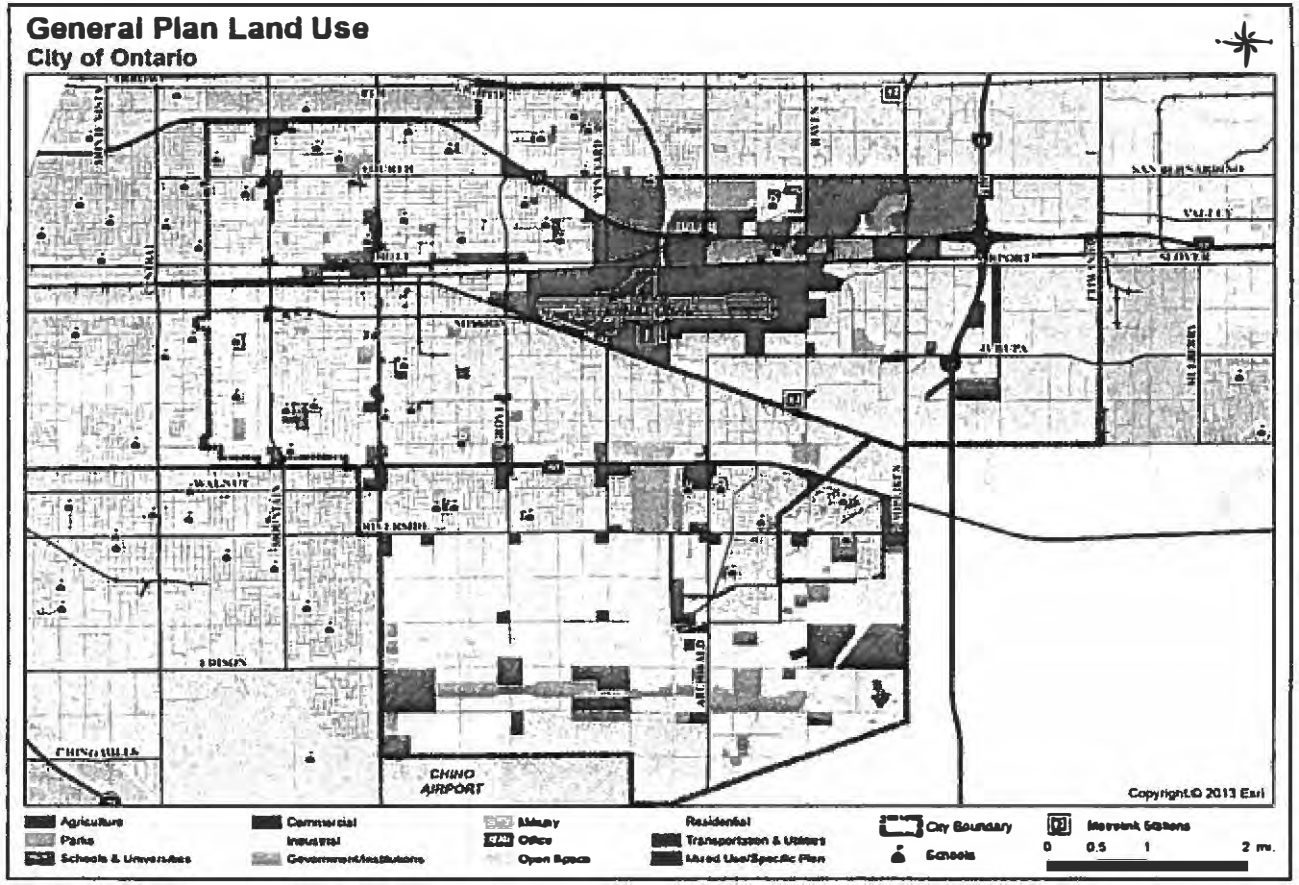
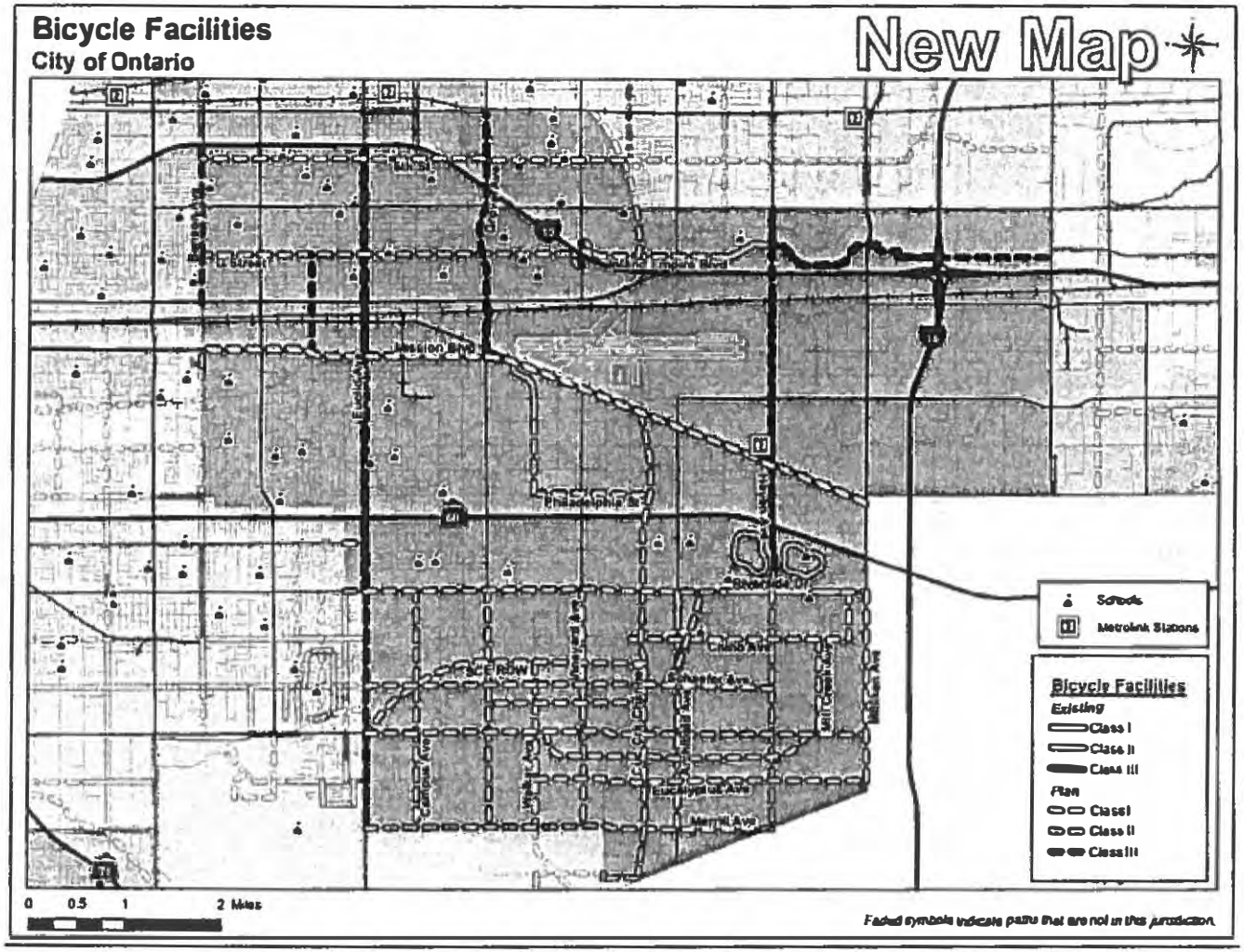
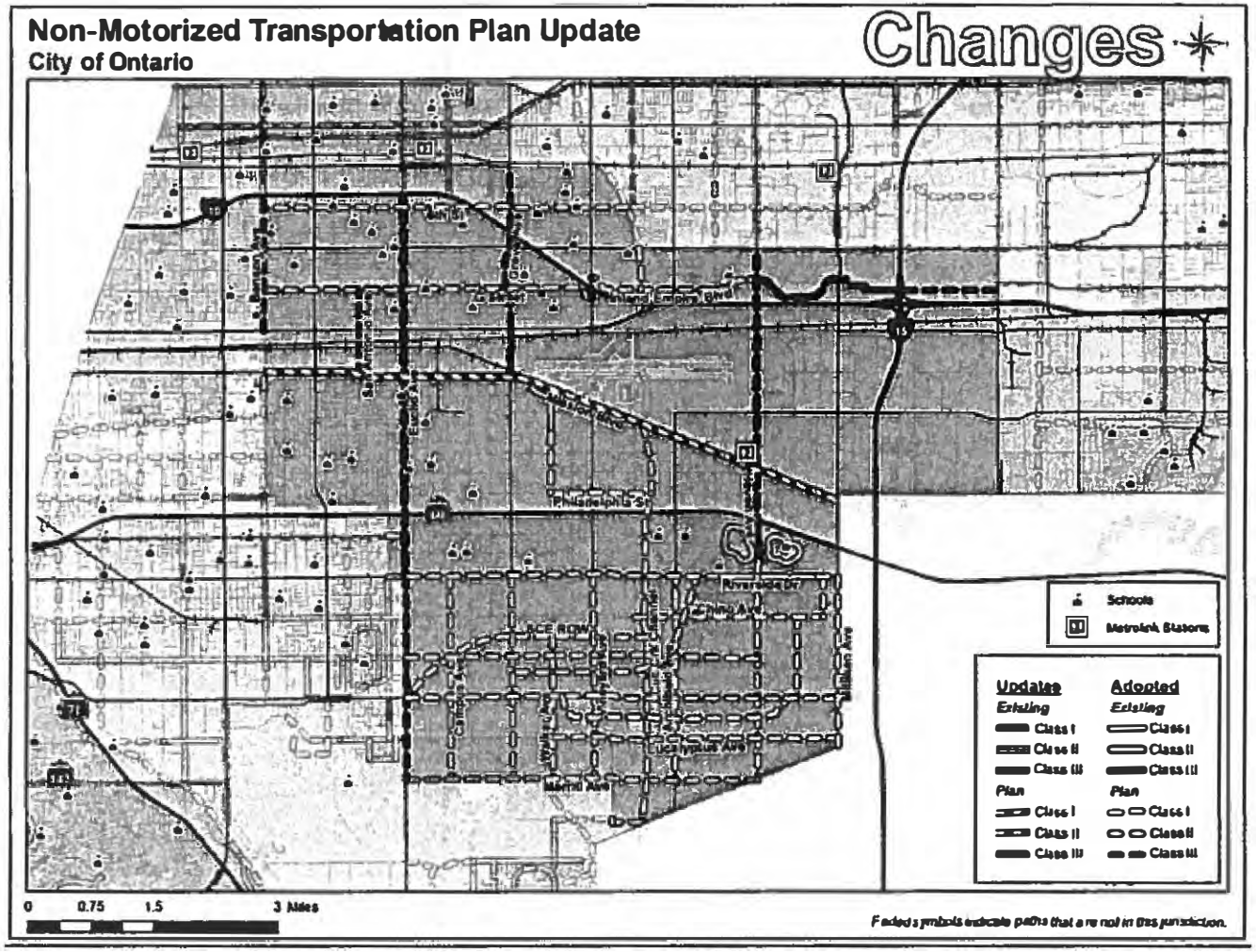

General Plan Land Use
City of Ontario
CHINO AIRPORT
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Agriculture
Parks
Schools & Universities
Commercial
Industrial
Office
Open Space
Residential
Transportation & Utilities
City Boundary
Schools
0 0.5 1 2 mi.

Figure 5.29



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Non-Motorized Transportation Plan Update
City of Ontario
Changes
Schools
Metrolink Stations
Update
Existing
Class I
Class II
Class III
Plan
Class I
Class II
Class III
Adopted
Existing
Class I
Class II
Class III
Plan
Class I
Class II
Class III
0
0.75
1.5
3 Miles
Faded symbols indicate paths that are not in this jurisdiction.

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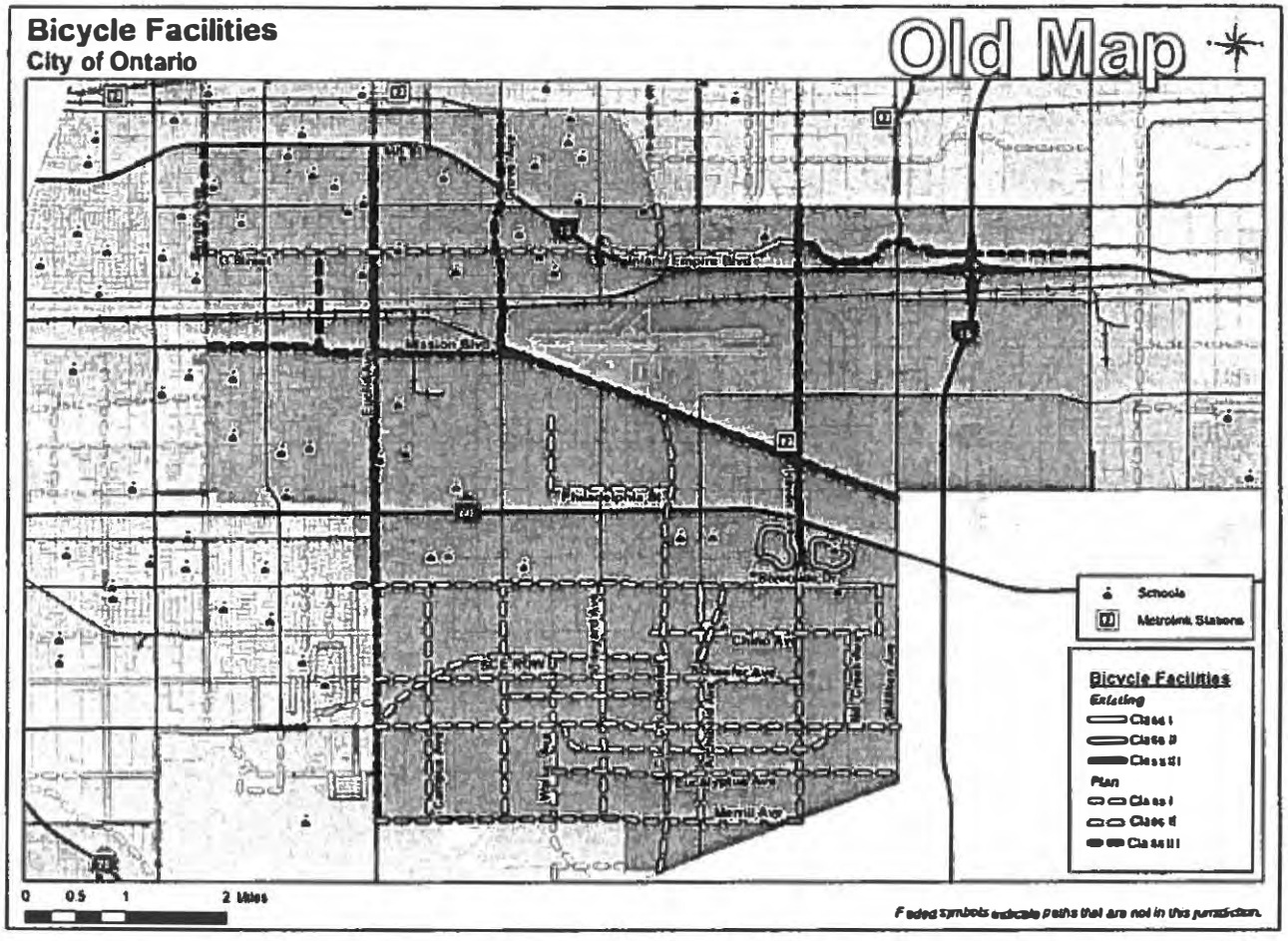


Figure 5.30

Existing Conditions:

Class I and II bike lanes currently exist within the Creekside East and Creekside West master planned community which is located just south of the SR 60 Freeway on the east and west sides of Haven Avenue. Class II bike lanes exist on Lytle Creek Loop and Deer Creek Loop roads within the communities. These lanes connect to a Class I bike path on the north side of Riverside Drive between Turner and Milliken Avenues.

Table 5.~~66~~65:

Ontario Existing Conditions

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
Deer Creek Loop	Creekside Dr.	Creekside Dr.	II	1.22	$61,000
Haven Ave.	Creekside Ave.	Riverside Dr.	I	0.24	$240,000
Lytle Creek Loop	Creekside Dr.	Creekside Dr.	II	1.17	$58,500
Riverside Dr.	TurnerAve.	Edison Right Of Way	I	1.31	$1,310,000
W Cucamonga Creek Channel	Mission Blvd.	Locust St.	I	0.73	$36,850
			Total	4.67	$1,706,350

Proposed Improvements

Future improvements to the non-motorized network for the City of Ontario will continue along the major transportation corridors throughout the City. Future improvements focus on development of Class I, Class II and Class III facilities. Most future improvements are proposed to be constructed in the New Model Colony, because it is largely currently undeveloped and will require less investment to complete than reconstructing the infrastructure of the older areas of Ontario. All proposed future improvements are included in Table 5.68: ~~Table 5.67:~~ ~~Table 5.67:~~Table 5.67 below.

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When complete, the City will have constructed an additional 106.11 miles of Class I, Class II and Class III, providing internal connectivity to the residents of Ontario and establishing connections to the non-motorized networks of adjacent cities including, Chino, Rancho Cucamonga and Upland. Ontario has identified the priority improvements listed in Table 5.67: below. The facilities are not in any particular order but will be constructed as funds are available, new infill a development occurs or as roadways are widened.

Table 5.6766:

Ontario Future Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
8th St.	Benson Ave.	Cucamonga Creek Channel	II	4.44	$222,400
Archibald Ave.	Riverside Dr.	Merrill Ave.	I	2.78	$2,780,000
Benson Ave.	0.16 mi. N. Howard St.	0.06mi. N. Howard St.	IV	0.12	~~$8,000~~
Benson Ave.	G St.	s/o Brooks St.	III	0.49	$7,400
Benson Ave.	I-10 Freeway	G St.	III	1.15	$17,250
Campus Ave.	Riverside Dr.	Merrill Ave.	II	2.49	$124,500
Carpenter St.	N. Remington Ave.	S. Remington Ave.	II	0.04	$2,000
Chino Ave.	Hellman Ave.	SCE ROW	I	2.31	$2,310,000
Cucamonga Creek Channel	4th St.	Inland Empire Blvd.	I	0.47	$470,000
Cucamonga Creek Channel	Mission Blvd.	South City Limit	I	4.92	$4,920,000
Edison Ave.	EuclidAve.	Milliken Ave.	I	5.29	$5,290,000
Eucalyptus Ave.	Walker Ave.	Milliken Ave.	II	3.54	$177,000
Euclid Ave.	I-10 Freeway	Merrill Ave.	III	11.75	$176,250
G St.	Benson Ave.	Vineyard Ave.	II	4.07	$203,500
Great Park	Walker Ave.	Mill Creek	I	3.03	$3,030,000
Grove Ave.	8th St.	Mission Blvd.	III	3.16	$47,400
Grove Ave.	Riverside Dr.	Merrill Ave.	I	2.50	$2,500,000
Haven Ave.	4th St.	Creekside Dr.	III	6.70	$100,500
Haven Ave.	Riverside Dr.	Merrill Ave.	I	2.50	$2,500,000
Inland Empire Blvd & Ontario Mills Parkway	Haven Ave.	Etiwanda Ave.	III	4.93	$73,950
Inland Empire Blvd.	Vineyard Ave.	Haven Ave.	II	2.63	$131,500
Lower Deer Creek Channel	Riverside Dr.	Archibald Ave.	I	0.81	$810,000
Merrill Ave.	Euclid Ave.	Sumner Ave.	II	4.3	$215,000
Mill Creek Ave.	Chino Ave.	Edison Ave.	I	1.00	$1,000,000
Milliken Ave.	Mission Blvd.	Bellegrave Ave.	I	2.09	$2,100,000
Mission Blvd.	Benson Ave.	Milliken Ave.	~~III~~ II	14.85	~~$219,750~~ $1,600,000
Philadelphia St.	W Cucamonga Creek Channel	Cucamonga Creek Channel	I	1.22	$1,220,000
Remington Ave.	Carpenter St.	Cucamonga Creek Channel	II	0.35	$17,500
Riverside Dr.	Edison Right of Way	Milliken Ave.	I	0.24	$240,000
Riverside Dr.	West City Limit	TurnerAve.	II	4.01	$200,500
San Antonio Ave.	G St.	Mission Blvd.	III	1.05	$15,750
SCE ROW	Cucamonga Creek Channel	Euclid Ave.	I	3.2	$3,200,000
SCE ROW	Grove Ave.	Cucamonga Creek Channel	I	1.65	$1,650,000
SCE ROW	Riverside Dr.	Chino Ave.	I	0.49	$490,000

5-113

Schaefer Ave.	Cucamonga Crk Chl	Haven Ave.	I	1.35	$1,350,000
Schaefer Ave.	Euclid Ave.	Walker Ave.	II	1.78	$89,000
Schaefer Ave.	Walker Ave.	Cucamonga Creek Channel	II	1.15	$57,500
Vineyard Ave.	Riverside Dr.	Merrill Ave.	I	2.50	$2,500,000
Vineyard Ave.	Inland Empire Blvd.	G Street	III	0.25	$3,750
W. Cucamonga Creek Channel	Mission Blvd.	Philadelphia St.	I	0.74	$740,000
Walker Ave.	Riverside Dr.	Merrill Ave.	I	1.74	$1,740,000
Walnut St.	FernAve.	Euclid Ave.	II	0.20	$10,000
			Total	114.08	~~$42,068,400~~ $44,338,650

Table 5.~~68~~67:

Priority Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
~~Benson Ave.~~	~~I-10 Freeway~~	~~G Street~~	~~III~~	~~1.15~~	~~$17,250~~
Cucamonga Creek Channel	4th St.	Inland Empire Blvd.	I	0.47	$470,000
Cucamonga Creek Channel	Mission Blvd.	South City Limit	I	4.92	$4,920,000
Euclid Ave.	I-10 Freeway	MerrillAve.	III	11.75	$178,250
G Street	Benson Ave.	Vineyard Ave.	II	4.07	$203,500
Grove Ave.	8th St.	Mission Blvd.	III	3.17	$47,400
Haven Ave.	Riverside Dr.	Merrill Ave.	I	2.5	$2,500,000
Inland Empire Blvd.	Haven Ave.	Etiwanda Ave.	III	4.93	$73,950
Inland Empire Blvd.	Vineyard Ave.	Haven Ave.	II	2.83	$131,500
Mission Blvd.	Benson Ave.	Milliken Ave.	II	14.65	$1,600,000
Philadelphia St.	W Cucamonga Creek Channel	Cucamonga Creek Channel	I	1.22	$1,220,000
San Antonio Ave.	G Street	Mission Blvd.	III	1.05	$15,750
W. Cucamonga Creek Channel	Mission Blvd.	Philadelphia St.	I	0.74	$740,000
			Total	~~38.60~~ 52.1	~~$10,516,600~~ $12,098,350

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Municipal Code

Ontario Municipal Code Sec. 9-1.3020 - Bicycle Parking Facilities – provides the following:

Bicycle parking facilities, including bicycle racks, lockers and other secure facilities shall be provided for projects requiring a minimum of thirty (30) parking spaces. This shall

include a minimum of one (1) bicycle rack capable of holding three (3) bicycles for each thirty (30) parking spaces.

End of Trip Facilities

The City of Ontario has bike racks dispersed throughout the City, typically at retail centers, schools and multi-unit housing complexes.

Multimodal Connectivity

Table 5.6968:

Location of Multi-Modal Connections

Facility	Facility Type	Facility Location
East Ontario Metrolink Station	Train Station	3330 E. Francis St.
Ontario TransCenter	Bus Transfer Station	Sultana/Holt
Ontario Mills TransCenter	Bus Transfer Station	Ontario Mills Outlet Mall
Ontario Airport TransCenter	Bus Transfer Station	Airport Drive
City-wide Bus Stops	Bus Stops	Throughout City
Montecito Church PNR	Park and Ride Lot	2560 S. Archibald Ave.

Collisions Involving Bicyclists

Table 5.7069:

Data for Collisions Involving Bicyclists

Parameter	Collision Rate
Total # of Bicycle Collisions from 2007-2011	200
Total # of Bicycle Fatalities from 2007-2011	3
Total # of Bicycle Injuries from 2007-2011	178
Average # of Bicycle Collisions Per Year	40.0
Average Bicycle Collision Rate per 1000/year[1]	0.24

Notes:

1. Rate is calculated using SWITRS collision data and population figures by the California Department of Finance

Safety and Education Programs

The City of Ontario does not currently participate in any bicycle safety or education programs.

City of Rancho Cucamonga

Population

171,058

City Overview

Located at the base of the San Gabriel foothills, with majestic views of Cucamonga and Ontario peaks, Rancho Cucamonga is like no other community in the Inland Empire. Rancho Cucamonga's spirit of heritage stems from its history as a collection of three small communities: Cucamonga, Alta Loma, and Etiwanda. The area thrived on the agricultural fruits of citrus and grapes. This history is celebrated today through public art, evocative architecture, and well-preserved historic places. Historic Route 66 (Foothill Boulevard) traces across town, contributing to the nostalgia of the well-known and romanticized highway that still resonates with residents today.

Land Use

The map on the following page shows the current and future land use patterns in the City of Rancho Cucamonga. In the past the City has maintained a focus on developing a sustainable balance of residential, commercial and industrial development. Now that the City is ~~87 percent~~nearing built-out, the City is focusing its efforts on the best use for remaining infill properties and guiding the redevelopment of aging commercial and industrial properties.

Existing Conditions:

Rancho Cucamonga boats a robust system of bikeways, including numerous Class I, II and III facilities. Portions of four Class I corridors—the Pacific Electric Trail, Cucamonga Creek Channel, ~~Deer Creek Channel~~ and Day Creek Channel—have been constructed for a total of ~~19.42~~13.39 miles, transect the city providing a network of right-of-way separated from vehicular traffic and dedicated to non-motorized transportation.

Additionally, ~~55.43~~59.25 miles of ~~striped~~ Class II bike lanes have been striped throughout the City. The bike lanes provide connectivity to the Class I facilities and provide access to commercial, residential, educational and recreational amenities throughout the city.

Finally, ~~44.95~~39.5 miles of signed Class III facilities, or bike routes, have been designated throughout Rancho Cucamonga. The current Class III facilities tend to be on either lower volume corridors or corridors that are schedule to become Class II facilities in the future as pavement and striping is rehabilitated.

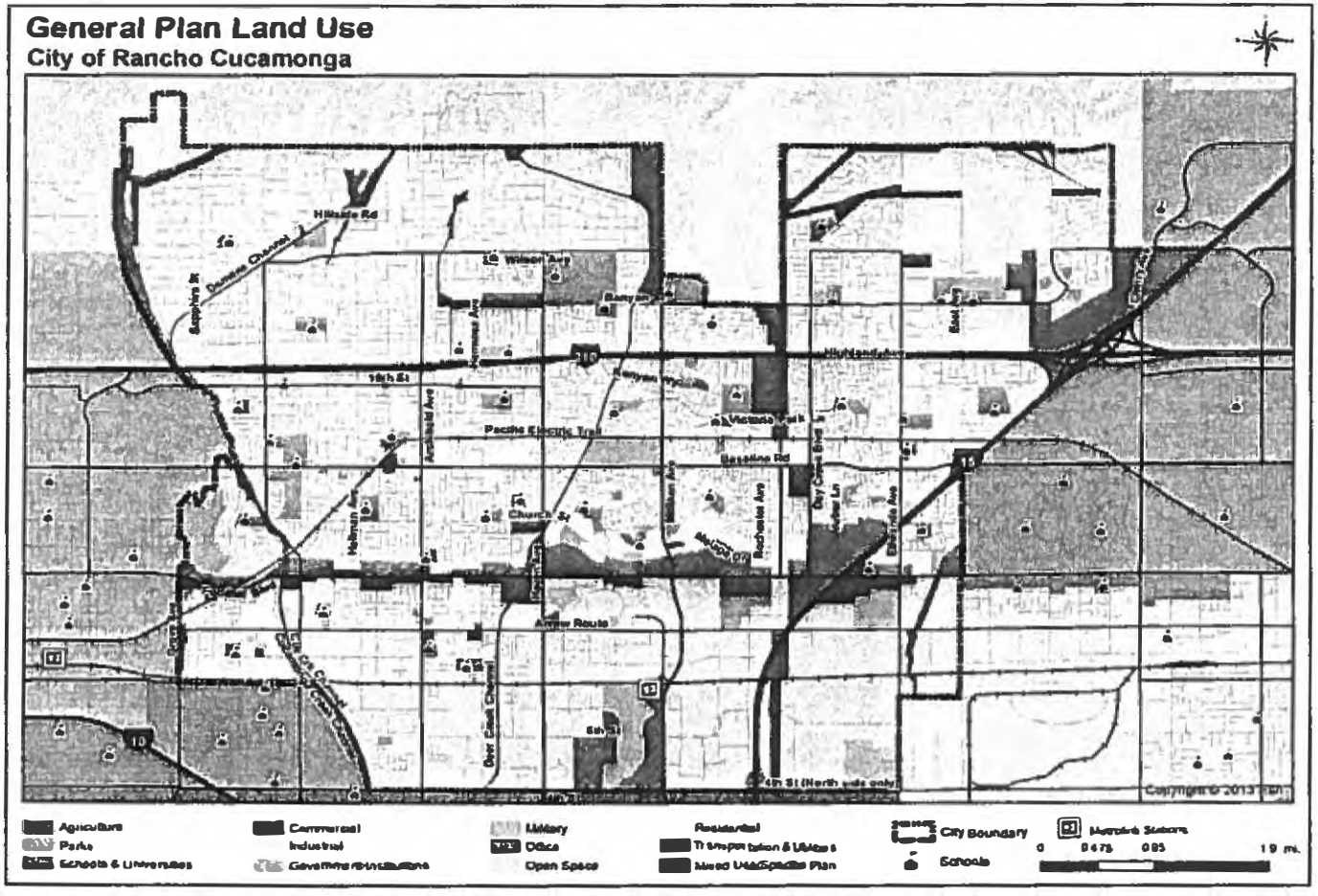
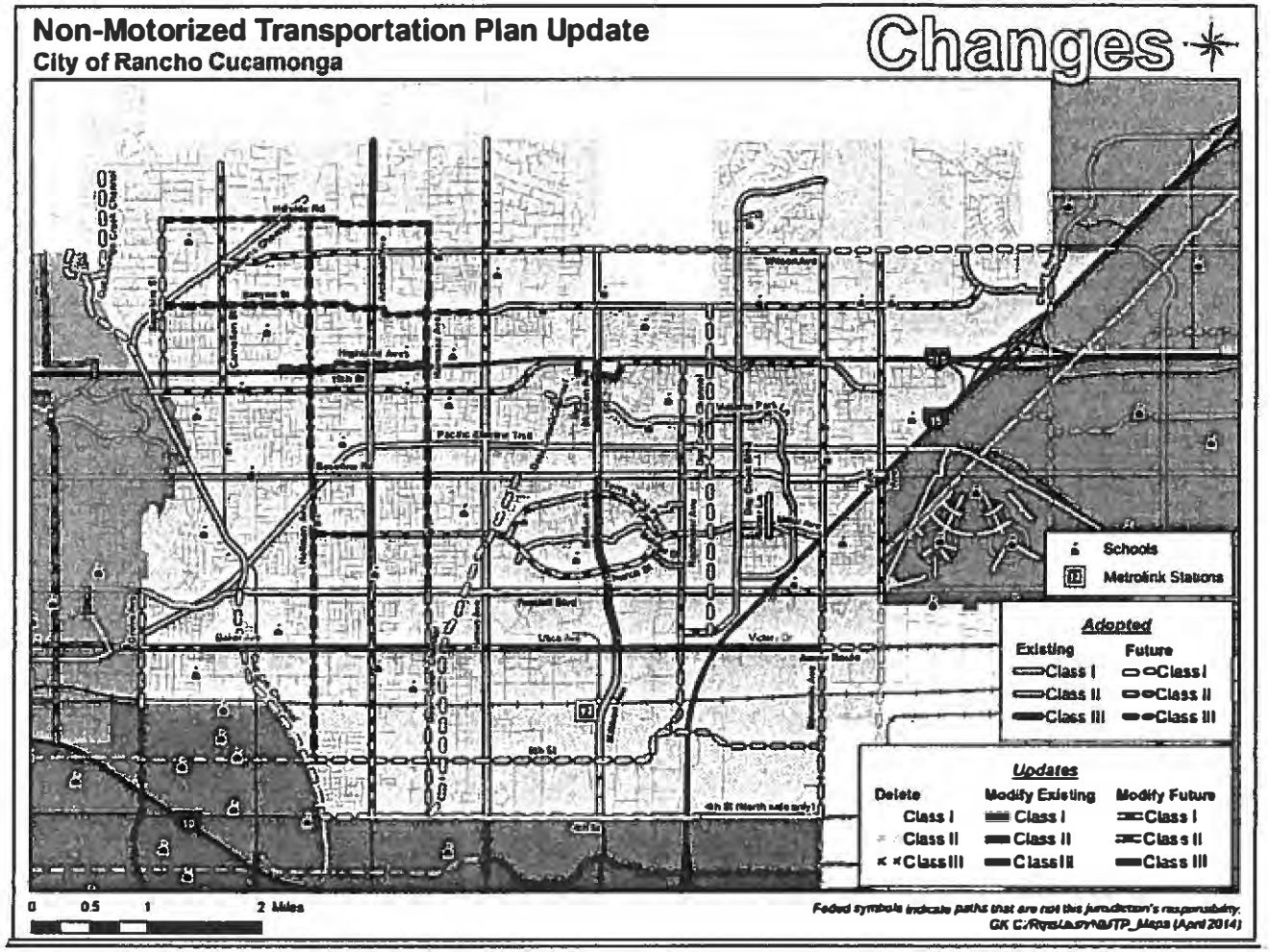
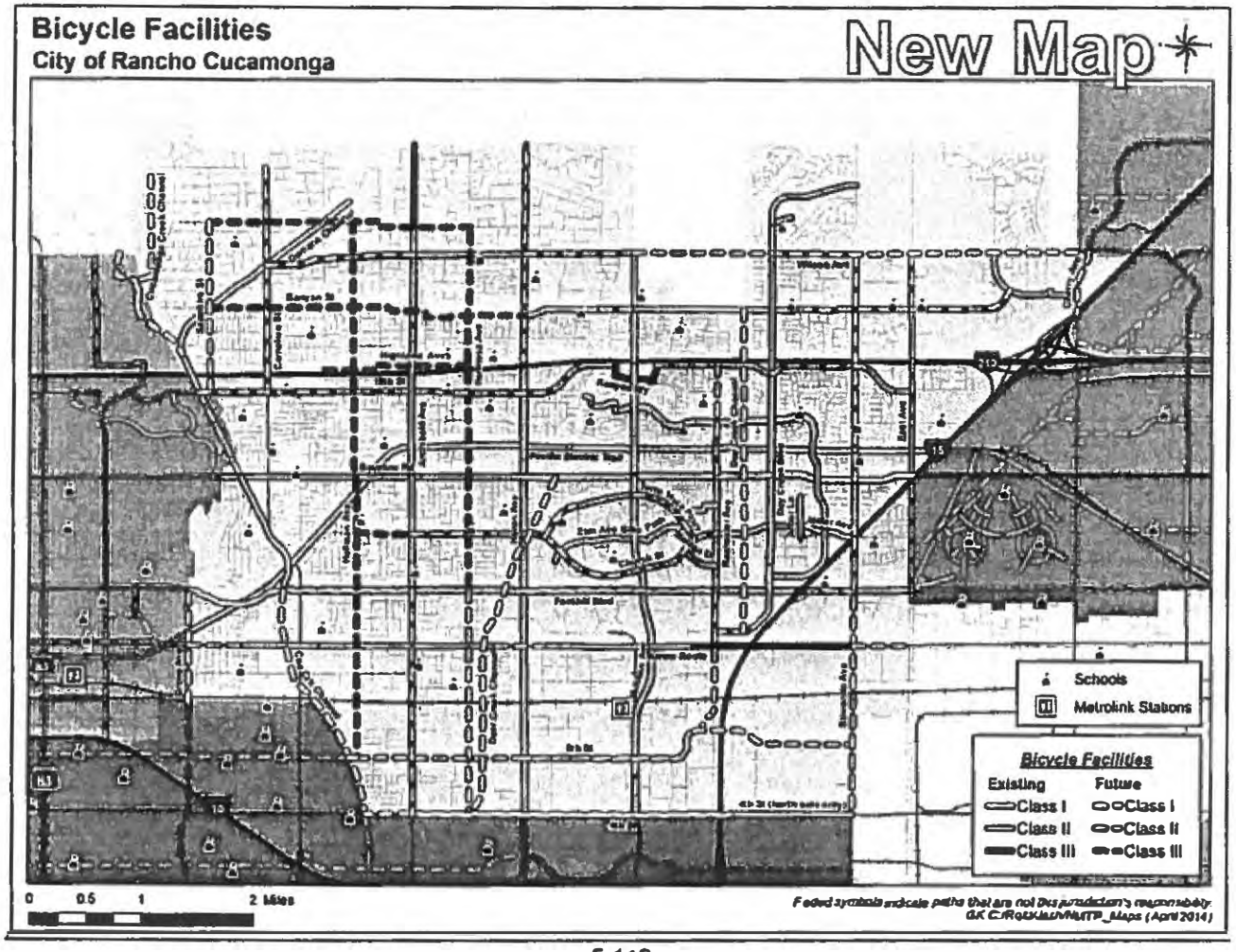

General Plan Land Use
City of Rancho Cucamonga
Agriculture
Parks
Schools & Universities
Commercial
Industrial
Military
Office
Open Space
Residential
Transportation & Utilities
Mixed Use/Specific Plan
City Boundary
Schools
Metrolink Stations
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Figure 5.31

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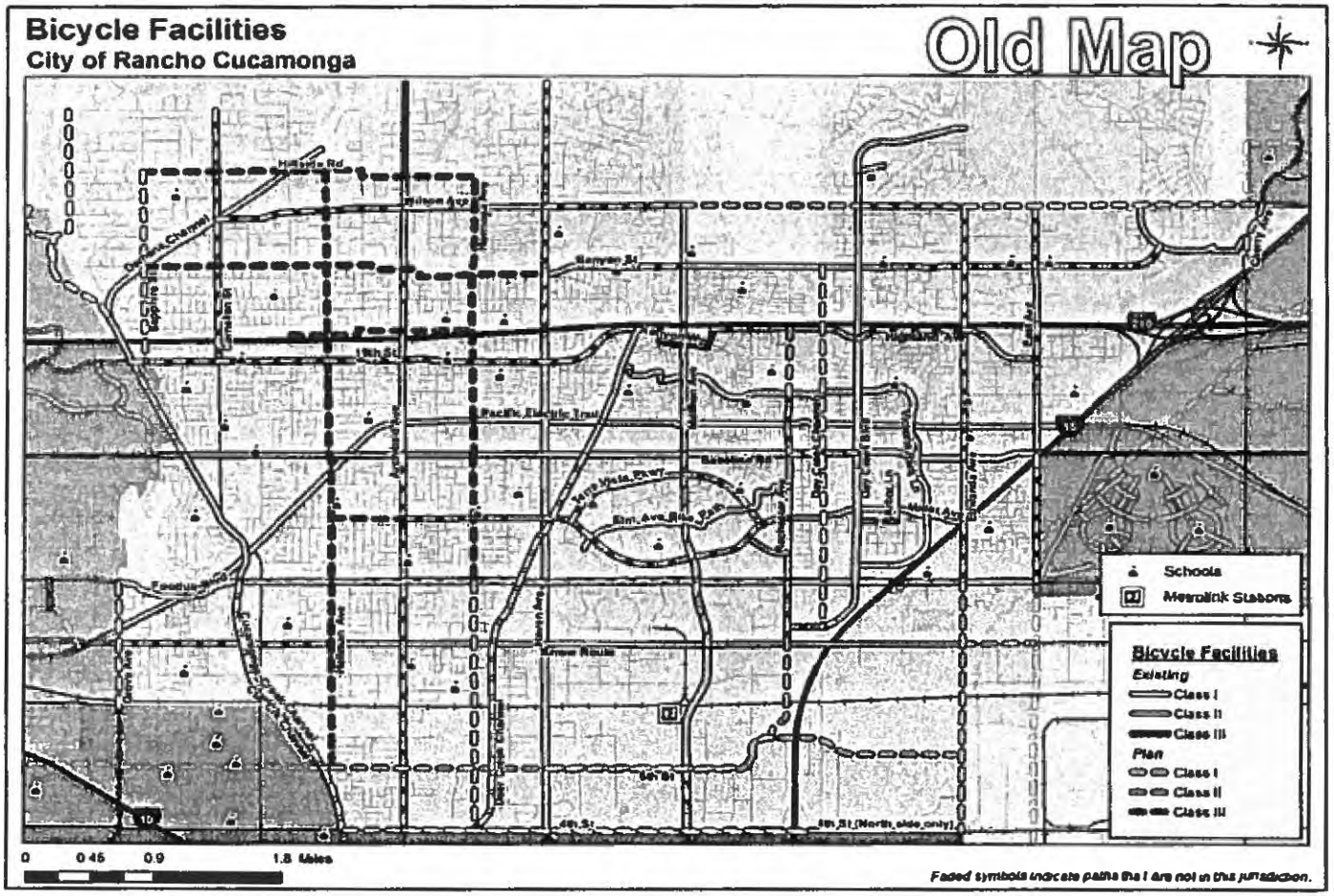


Figure 5.32

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Table 5.7~~1~~70:

Rancho Cucamonga Existing Conditions

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
19th St.	W City Limit	San Benito Ave.	III	3.49	$52,350
4th St. (North side only)	Buffalo Ave.	I-15 off ramps	III	0.21	$3,150
4th St. (North side only)	I-15 off ramps	Etiwanda Ave.	II	1.08	$54,000
Alberta Pl.	Loyola Ct	Menlo St.	I	0.03	$30,000
Arbor Ln.	Vinter Dr.	Cultural Center Dr.	II	0.37	$18,500
~~Archibald Ave.~~	~~Banyan Ave.~~	~~Lemon Ave.~~	~~III~~	0.24	$3,600
Archibald Ave.	Base Line Rd.	Foothill Blvd	II	1.02	$51,500
Archibald Ave.	~~Base Line Rd.~~ Foothill Blvd.	4th St.	III	~~3.03~~ 2.01	~~$45,450~~ $30,150
Archibald Ave.	Hillside Rd.	Banyan Ave.	II	0.74	$37,000
Archibald Ave.	Lemon Ave.	Baseline Rd.	II	1.25	$62,500
Archibald Ave.	N City Limit	Hillside Rd.	III	0.74	$11,100
Arrow Route	Baker Ave.	Bear Gulch Pl.	II	0.68	$34,500
Arrow Route	Bear Gulch Pl.	Hellman Ave.	II	0.31	$16,000
~~Arrow Route~~	~~Grove Ave.~~	~~Hellman Ave.~~	~~III~~	~~1.60~~	~~$22,600~~
Arrow Route	Hellman Ave.	Center Ave.	II	1.26	$63,000
~~Arrow Route~~	~~Hellman Ave.~~	~~Etiwanda Ave.~~	~~II~~	~~4.50~~	~~$225,000~~
Arrow Route	Milliken Ave.	Victory Dr.	II	0.33	$17,000
Arrow Route	Utica Ave.	Milliken Ave.	II	0.99	$49,500
Arrow Route	Victory Dr.	Etiwanda Ave.	III	1.49	$22,350
Banyan St.	Bluegrass Ave.	East Ave.	III	0.99	$49,500
Banyan St.	East Ave.	Young's Cnyn Rd.	III	0.96	$14,400
Banyan St.	Fredericksburg Ave.	Milliken Ave.	III	0.30	$4,500
Banyan St.	Haven Ave.	Fredricksburg Ave.	II	0.70	$35,000
Banyan St.	Milliken Ave.	Bluegrass Ave.	II	1.51	$75,500
Baseline Rd.	Day Creek Blvd.	I-15	II	2.63	$131,500
Baseline Rd.	Rochester Ave.	Day Creek Blvd.	III	0.96	$14,400
Baseline Rd.	W City Limit	Rochester Ave.	II	6.20	$310,000
Camelian St.	Almond St.	19th St.	III	2.02	$30,300
Charleston St.	Melno St.	Fairmont Way	I	0.23	$230,000
Church St.	Archibald Ave.	Center St.	III	0.74	$11,100
Church St.	Center St.	Haven Ave.	II	0.26	$13,000
Church St.	Haven Ave.	Rochester Ave.	III	1.97	$29,550
Church St.	Rochester Ave.	Victoria Gardens Ln.	II	1.00	$50,000
Coyote Dr.	Day Creek Blvd.	Duncaster Pl.	II	0.18	$9,000
Cucamonga Creek Channel	Base Line Rd.	Foothill Blvd.	I	1.14	$1,140,000
~~Cucamonga Creek~~ Channel	~~Demens Channel~~	~~19th St.~~	I	0.38	$380,000
~~Cucamonga Creek~~ Channel	~~Foothill Blvd.~~	~~4th St.~~	I	~~2.21~~	~~$2,210,000~~
Day Creek Blvd.	2000' s/o Foothill Blvd.	Rochester Ave.	III	0.35	$5,250

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Day Creek Blvd.	Coyote Dr.	2000' s/o Foothill Blvd.	II	5.66	$284,000
Day Creek Blvd.	Etiwanda Ave.	Coyote Dr.	II	0.94	$47,100
~~Deer Creek Channel~~	~~Highland Ave.~~	~~4th St.~~	~~I~~	~~4.29~~	~~$4,290,000~~
Demens Channel	Cucamonga Creek Channel	n/o Hillside Rd.	I	2.01	$2,010,000
East Ave.	Banyan Ave.	SR-210	II	0.46	$23,000
East Ave.	I-15	Foothill Blvd.	III	1.00	$15,000
East Ave.	SR-210	Victoria St.	III	0.56	$8,400
East Ave.	Victoria St.	I-15	II	0.46	$23,000
East Ave.	Wilson Ave.	Banyan St.	III	0.49	$7,350
Elm Ave. Bike Path	Town Center Dr.	Rochester Ave.	I	1.77	$1,770,000
Etiwanda Ave.	250' s/o Church St.	Foothill Blvd.	III	0.44	$6,600
Etiwanda Ave.	Baseline Rd.	250' s/o Church St.	II	0.53	$26,500
Etiwanda Ave.	Wilson Ave.	Baseline Rd.	III	2.02	$30,300
Fairmont Way	Charleston St.	Victoria Park Ln.	II	0.06	$3,000
Fairmont Way	Highland Ave.	Kenyon Way	III	0.09	$1,350
Foothill Blvd.	Etiwanda Ave.	East Ave.	II	1.04	$52,000
Foothill Blvd.	I-15	Etiwanda Ave.	III	1.00	$15,000
Foothill Blvd.	Rochester Ave.	I-15	II	1.5	$75,000
Foothill Blvd.	Vineyard Ave.	Rochester Ave.	III	7.5	$112,500
Haven Ave.	N City Limit	SR-210	III	2.39	$35,850
Haven Ave.	SR-210	4th St.	II	8.04	$402,000
Highland Ave.	225' e/o DiCarlo Pl.	East Ave.	III	0.13	$1,950
Highland Ave.	350' w/o Rufino Pl.	Day Creek Blvd.	II	0.74	$37,000
Highland Ave.	660' e/o Etiwanda Ave.	225' e/o DiCarlo Pl.	II	0.33	$16,500
Highland Ave.	Day Creek Blvd.	660' e/o Etiwanda Ave.	III	0.90	$13,500
Highland Ave.	San Benito Ave.	Fairmont Way	I	0.34	$340,000
Highland Ave.	Woodruff Pl.	350' w/o Rufino Pl.	III	0.31	$4,650
Kenyon Way	Fairmont Way	Woodruff Pl.	III	0.34	$5,100
Loyloa Ct.	Deer Creek Channel	Alberta Pl.	I	0.05	$50,000
Malaga Dr.	Church St.	Rochester Ave.	II	0.32	$16,000
Miller Ave.	Victoria Gardens Ln.	I-15	II	0.27	$13,500
Milliken Ave.	450' s/o 5th St.	4th St.	II	0.32	$16,000
Milliken Ave.	6th St.	450' s/o 5th St.	III	0.68	$10,200
Milliken Ave.	Arrow Route	6th St.	II	2.04	$102,000
Milliken Ave.	Baseline Rd.	Arrow Route	~~III~~ II	~~3.14~~ 3.12	~~$47,100~~ $156,000
~~Milliken Ave.~~	~~Fairmont Way~~	~~Baseline Rd.~~	II	0.78	$39,000
~~Milliken Ave.~~	~~SR-210~~	~~Fairmont Way~~	~~III~~ II	~~1.27~~ 1.22	~~$19,050~~ $61,000
Milliken Ave.	Wilson Ave.	SR-210	II	1.39	$69,500
Pacific Electric Trail	Grove Ave.	I-15	I	7.44	$7,440,000
Rochester Ave.	Base Line Rd.	Foothill Blvd.	II	1.03	$51,500
Rochester Ave.	Foothill Blvd.	Arrow Route	III	0.50	$7,500
Rochester Ave.	Victoria Park Ln.	Base Line Rd.	III	0.47	$7,050
Terra Vista Pkwy.	Church St.	Spruce Ave.	III	0.41	$6,150
Terra Vista Pkwy.	Milliken Ave.	Church St.	III	0.73	$10,950
Terra Vista Pkwy.	Spruce Ave.	Milliken Ave.	II	0.53	$26,500
Victoria Gardens L	Church St.	Day Creek Blvd.	II	0.81	$40,500
Victoria Park Ln.	Fairmont Way	Church St.	II	4.90	$245,000

Wardmand Bullock Rd./Youngs Canyon Rd.	Wilson Ave.	Cherry Ave.	II	1.12	$56,100
Wilson Ave.	Archibald Ave.	Haven Ave.	II	1.00	$50,000
Wilson Ave.	Camelian St.	Archibald Ave.	III	1.33	$19,950
Wilson Ave.	Day Creek Blvd.	Etiwanda Ave.	III	0.76	$11,400
Wilson Ave.	~~High Meadow Pl.~~	Milliken Ave.	II	0.13	~~$6,500~~
Wilson Ave.	Haven Ave.	High Meadow Pl.	III	0.84	$12,600
Woodruff Pl.	Highland Ave.	Kenyon Way	III	0.15	$2,250
			Total	~~119.68~~ 112.15	~~$23,340,100~~ $16,982,000

Past Investment in Non-Motorized Infrastructure

The improvements included in Table 5.71 ~~Table 5.70:Table 5.70:Table 5.70~~ above constitute a significant investment into the non-motorized transportation infrastructure of Rancho Cucamonga. Based on planning level estimates, the value of the improvements implemented throughout the City is ~~$18,325,750~~$16,982,000.

Proposed Improvements

Rancho Cucamonga boasts an extensive network of non-motorized improvements. Future improvements to the non-motorized network continue to build additional connectivity throughout the system. Most future improvements focus on further development of additional Class II facilities, including the upgrade of most existing Class III facilities to Class II standards. However, the City also proposes to construct two additional Class I facilities—along portions of Etiwanda Ave. and Wilson Ave—as well as provide for several new Class III corridors. A table of future improvements is included in Table 5.~~71~~ 72 below.

Table 5.72~~71~~:

Rancho Cucamonga Future Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
19th St.	W City Limit	San Benito Ave.	II	3.59	$179,500
4th St.	Cucamonga Creek Channel	I-15 off ramps	II	6.19	$309,500
6th St.	Cucamonga Creek Channel	Hellman Ave	II	0.08	$3,350
6th St.	Hellman Ave.	Etiwanda Ave.	II	4.69	$234,500
Archibald Ave.	Banyan Ave.	Lemon Ave.	II	0.24	$12,000
Archibald Ave.	~~Baseline Rd.~~ Foothill Blvd.	4th St.	II	~~3.03~~ 2.00	~~$151,600~~ $100,500

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Arrow Route	Center Ave.	Utica Ave.	II	0.41	$21,000
Arrow Route	Etiwanda Ave.	Hickory Ave.	II	0.50	$25,000
ArrowRoute	Grove Ave.	~~Hellman Ave.~~ Baker Ave.	II	~~1.50~~ 0.50	~~$75,000~~ $25,000
Banyan St.	Bluegrass Ave.	East Ave.	II	0.99	$49,500
Banyan St.	East Ave.	Young's Canyon Rd.	II	0.96	$48,000
Banyan St.	Fredericksburg Ave.	Milliken Ave.	II	0.30	$15,000
Banyan St.	Sapphire St.	Haven Ave.	III	2.89	$43,350
Base Line Rd.	Rochester Ave.	Day Creek Blvd.	II	0.96	$48,000
Camelian St.	Almond St.	19th St.	II	2.02	$101,000
Cherry Ave.	Wilson Ave./Beech Ave.	I-15	II	0.56	$28,000
Church St.	Archibald Ave.	Center St.	II	0.74	$37,000
Church St.	Haven Ave.	Rochester Ave.	II	1.97	$98,500
Church St.	Hellman Ave.	Archibald Ave.	III	0.50	$7,500
Cucamonga Creek Channel	4th St.	Foothill Blvd.	I	2.21	$2,210,000
Cucamonga Creek Channel	Demens Channel	Almond St.	I	1.76	$1,760,000
~~Cultural Center Dr.~~	~~Arbor Ln.~~	~~Day Creek Blvd.~~	~~II~~	~~0.26~~	~~$13,000~~
Day Creek Blvd.	2000' s/o Foothill Blvd.	Rochester Ave.	II	0.35	$17,500
Day Creek Channel	Banyon St.	Jack Benny Dr.	I	2.90	$2,900,000
Deer Creek Channel	Baseline Rd.	4th St.	I	3.18	$3,180,000
~~East Ave.~~	~~Baseline Rd.~~	~~Southmost I-15 Ramp~~	~~II~~	~~0.10~~	~~$5,000~~
East Ave.	I-15	Foothill Blvd.	II	0.94	$47,000
East Ave.	SR-210	Victoria St.	II	0.53	26,500
East Ave.	Wilson Ave.	Banyan St.	II	0.49	$24,500
Etiwanda Ave.	250' s/o Church St.	4th St.	II	2.45	$122,500
Etiwanda Ave.	Wilson Ave.	Baseline Rd.	I	2.02	$2,020,000
Foothill Blvd.	Grove Ave.	Rochester Ave.	II	9.61	$480,500
Foothill Blvd.	I-15	Etiwanda Ave.	II	0.80	$40,000
Grove Ave.	Foothill Blvd.	8th St.	II	1.01	$50,500
Haven Ave.	N. City Limit	SR-210	II	2.35	$117,500
Hellman Ave.	Hillside Rd.	6th St.	III	4.83	$72,450
Hermosa Ave.	Foothill Blvd.	4th St.	II	2.00	$100,000
Hermosa Ave.	Hillside Rd.	Foothill Blvd.	III	3.27	$49,050
Highland Ave.	225' e/o DiCarlo Pl.	East Ave.	II	0.13	$6,500
Highland Ave.	Beryl St.	Hermosa Ave.	III	1.33	$19,950
Highland Ave.	Day Creek Blvd.	680' e/o Etiwanda Ave.	II	0.77	$38,500
Highland Ave.	Etiwanda Ave.	680' e/o Etiwanda Ave.	II	0.13	$6,500
Highland Ave.	Woodruff Pl.	350' w/o Rufino Pl.	II	0.44	$22,000
Hillside Rd.	Sapphire St.	Hermosa Ave.	III	2.39	$35,850
Milliken Ave.	6th St.	450' s/o 5th St.	II	0.66	$33,000
~~Milliken Ave.~~	~~Base Line Rd.~~	~~Arrow Route~~	~~II~~	~~3.12~~	~~$156,000~~
~~Milliken Ave.~~	~~SR-210~~	~~Fairmont Way~~	~~II~~	~~1.22~~	~~$61,000~~
Pacific Electric Connector	Pacific Electric Trail	Day Creek Channel Trail	I	0.25	$250,000
Pacific Electric Trailhead	Etiwanda Ave.	1,000 feet east	I	0.23	$230,000
Rochester Ave.	Foothill Blvd.	6th St.	II	1.30	$65,000
Rochester Ave.	Highland Ave.	Base Line Rd.	II	1.00	$50,000
Sapphire St.	Hillside Rd.	19th St.	II	1.53	$76,500

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Terra Vista Pkwy.	Church St.	Spruce Ave.	II	0.41	$20,500
Terra Vista Pkwy.	Milliken Ave.	Church St.	II	0.72	$36,000
Wilson Ave.	Camellan St.	Archibald Ave.	II	1.33	$66,500
Wilson Ave.	Day Creek Blvd.	CherryAve.	I	2.87	$2,870,000
Wilson Ave.	Haven Ave.	High Meadow Pl.	II	0.84	$42,000
Wilson Ave.	Milliken Ave.	Day Creek Blvd.	II	1.25	$62,500
			Total	~~94.67~~ 88.35	~~$18,860,500~~ $18,535,500

When complete, the City will have constructed an additional 93.58 miles of Class I, II and Class III facilities, providing additional internal connectivity to the residents of Rancho Cucamonga and increased connectivity to communities in the West San Bernardino Valley.

The list of priority improvements for the City of Rancho Cucamonga is located in Table 5.67: below. The priority list includes additional connectivity to and from the Pacific Electric Trail and Day Creek Trail.

Table 5.~~73~~72:

Priority Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
Day Creek ~~Trail~~Channel	Pacific Electric Trail	Jack Benny Dr.	I	2.90	$2,900,000
Deer Creek Channel	Base Line Rd.	4th St.	I	3.18	$3,180,000
Pacific Electric Connector	Pacific Electric Trail	Day Creek Channel Trail	I	0.25	$250,000
Pacific Electric Trailhead	Etiwanda Ave.	1,000 feet east	I	0.23	$230,000
			Total	6.58	$6,560,000

Municipal Code

The City of Rancho Cucamonga municipal code includes the following two provisions governing the provision of non-motorized infrastructure:

Bicycle Storage: Bicycle storage spaces shall be provided in all multi-family residential projects of more than 10 units, commercial, office, and industrial districts in accordance with the following:

- Minimum spaces equal to 5 percent of the required automobile parking spaces or 3 bicycle storage spaces, whichever is greater. After the first 50 bicycle storage spaces are provided, additional storage spaces required are 2.5 percent of the required automobile parking spaces.

- Warehouse distribution uses shall provide bicycle storage spaces at a rate of 2.5 percent of the required automobile parking spaces with a minimum of a 3-bike rack.
- In no case shall the total number of bicycle parking spaces required exceed 100. Where this results in a fraction of 0.5 or greater, the number shall be rounded off to the higher whole number.

Bicycle and Other Two-Wheel Vehicular Facilities.

For developments with at least 40 total parking spaces, required on-site parking may be reduced at a rate of 1 automobile parking space per 4 spaces of bicycle storage, up to 50 automobile parking spaces or 10 percent of the total required on-site parking, whichever is less, where locker rooms and showers are provided for employees to promote bicycle commuting.

The standard related to Bicycle and other Two-Wheel Vehicular Facilities only applies to Industrial Districts, and is aimed at promoting bicycle commuting where locker rooms and showers are provided.

End of Trip Facilities

The City of Rancho Cucamonga has bike lockers at the Rancho Cucamonga Metrolink Station and bike racks dispersed throughout the City.

Multimodal Connectivity

The City of Rancho Cucamonga has the following multimodal facilities that interface with the non-motorized transportation system.

Table 5.7~~4~~73:

Location of Multi-Modal Connections

Facility	Facility Type	Facility Location
Rancho Cuc. Metrolink Station	Train Station	11208 Azusa Court
City-wide Bus Stops	Bus Stops	Throughout City
Base Line PNR Lot	Ride Share Lot	13231 Baseline Rd.
Highland Ave Church PNR Lot	Ride Share Lot	9944 Highland Ave.

Collisions Involving Bicyclists

Table 5.7574:

Data for Collisions Involving Bicyclists

Parameter	Collision Rate
Total # of Bicycle Collisions from 2005-2009	91
Total # of Bicycle Fatalities from 2005-2009	3
Average# of Bicycle Collisions Per Year	18.2
Average Bicycle Collision Rate per 1000/year[1]	0.11

Notes:
1. Rate is calculated using SWITRS collision data and population figures by the California Department of Finance

Safety and Education Programs

The City of Rancho Cucamonga and the San Bernardino County Sherriff hold an annual safety program for children called the Ron Ives Bicycle Rodeo, with a goal to increase bicycle awareness and education among young riders.

City of Victorville

Population

116,857

City Overview

Incorporated as a general law city in September 21, 1962, Victorville began its transition to a modern day community in about 1885, known then as the "Town of Victor" after Jacob Nash Victor, a construction superintendent for the California Southern Railroad (Santa Fe Railroad).

The City of Victorville is located in southwestern San Bernardino County, in the geographic sub-region of the southwestern Mojave Desert known as the Victor Valley and commonly referred to as the "High Desert" due to its approximate elevation of 2,900 feet above sea level. The Victor Valley is separated from other urbanized areas in Southern California by the San Bernardino and San Gabriel mountains.

Land Use

The City's general plan provides for a wide variety of residential land use designations which provides a broad range of dwelling unit densities and allows for a diversity of housing unit types. Residential designations include: Very Low Residential, Low Density Residential, Medium Density Residential, High Density Residential, Mixed Density, and Mixed-Use Density.

The City of Victorville has historically been and continues to be the primary commerce center of the Victor Valley. The City's general plan provides for a wide variety of businesses to locate or expand in the City. Designated business categories include both commercial and industrial, and consist of the following: Commercial, Office Professional, Light Industrial and Heavy Industrial. The Mixed-Use High Density designation allows for business components, including retail, office and civic.

The map on the next page shows the General Plan land use designations for the City of Victorville.

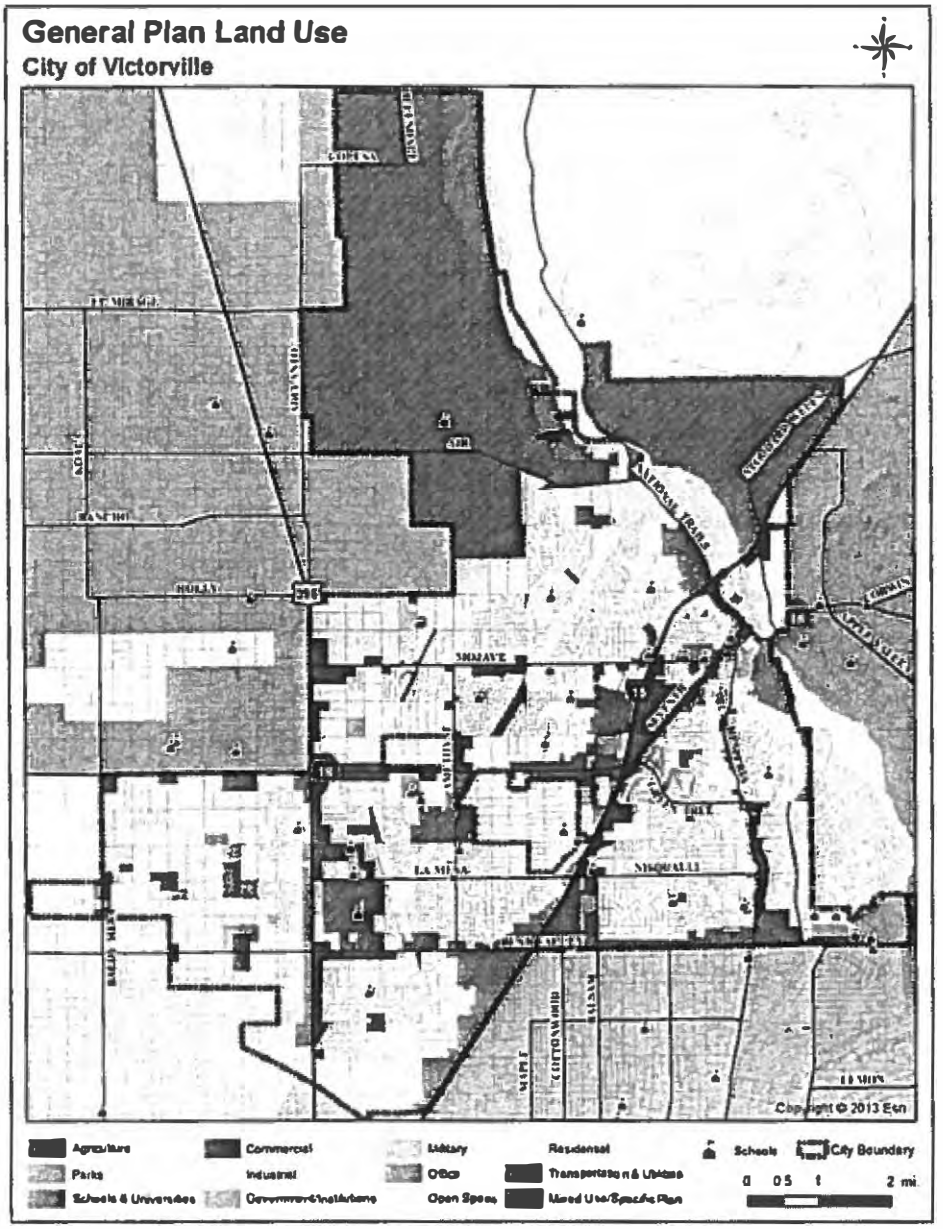


Figure 5.43

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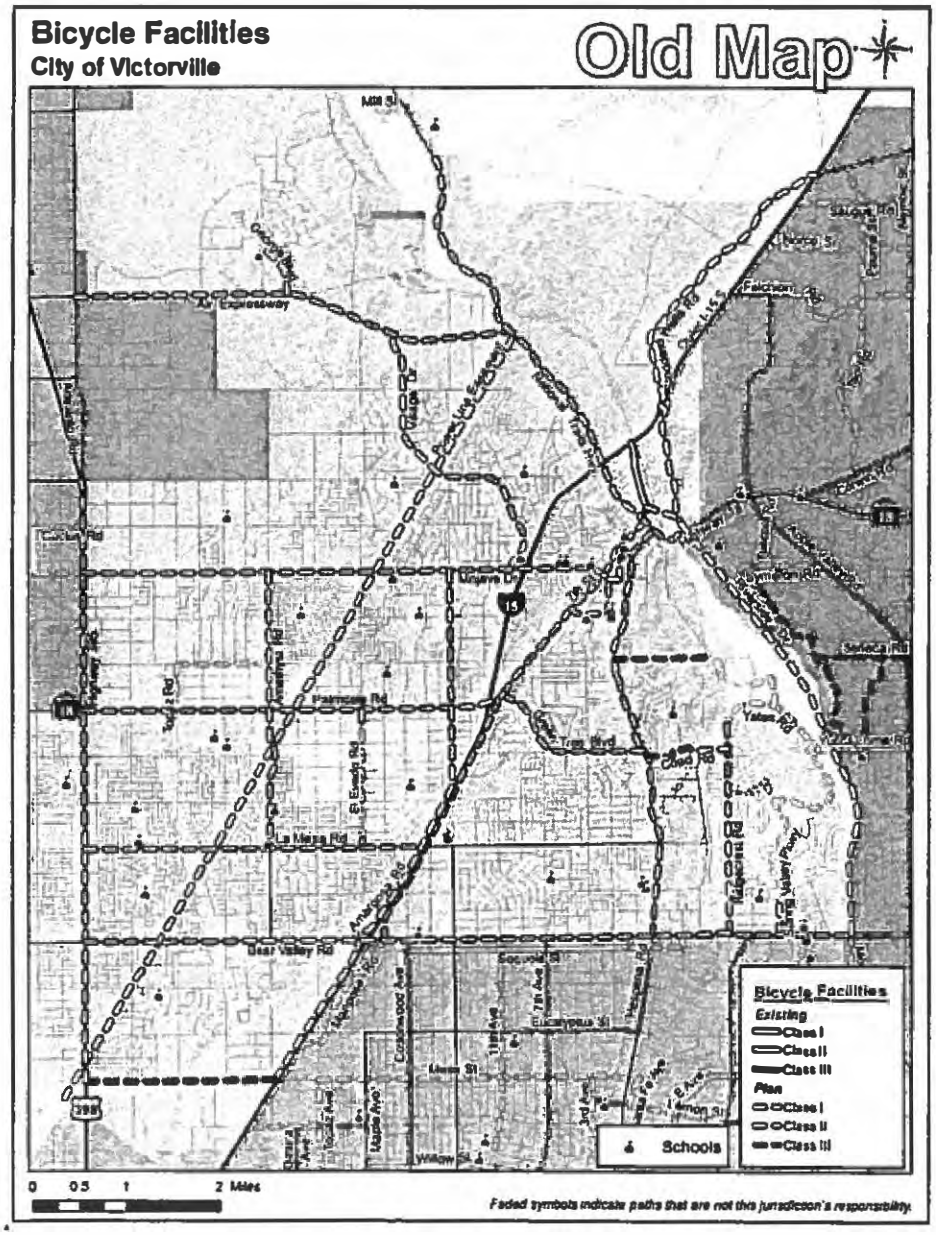
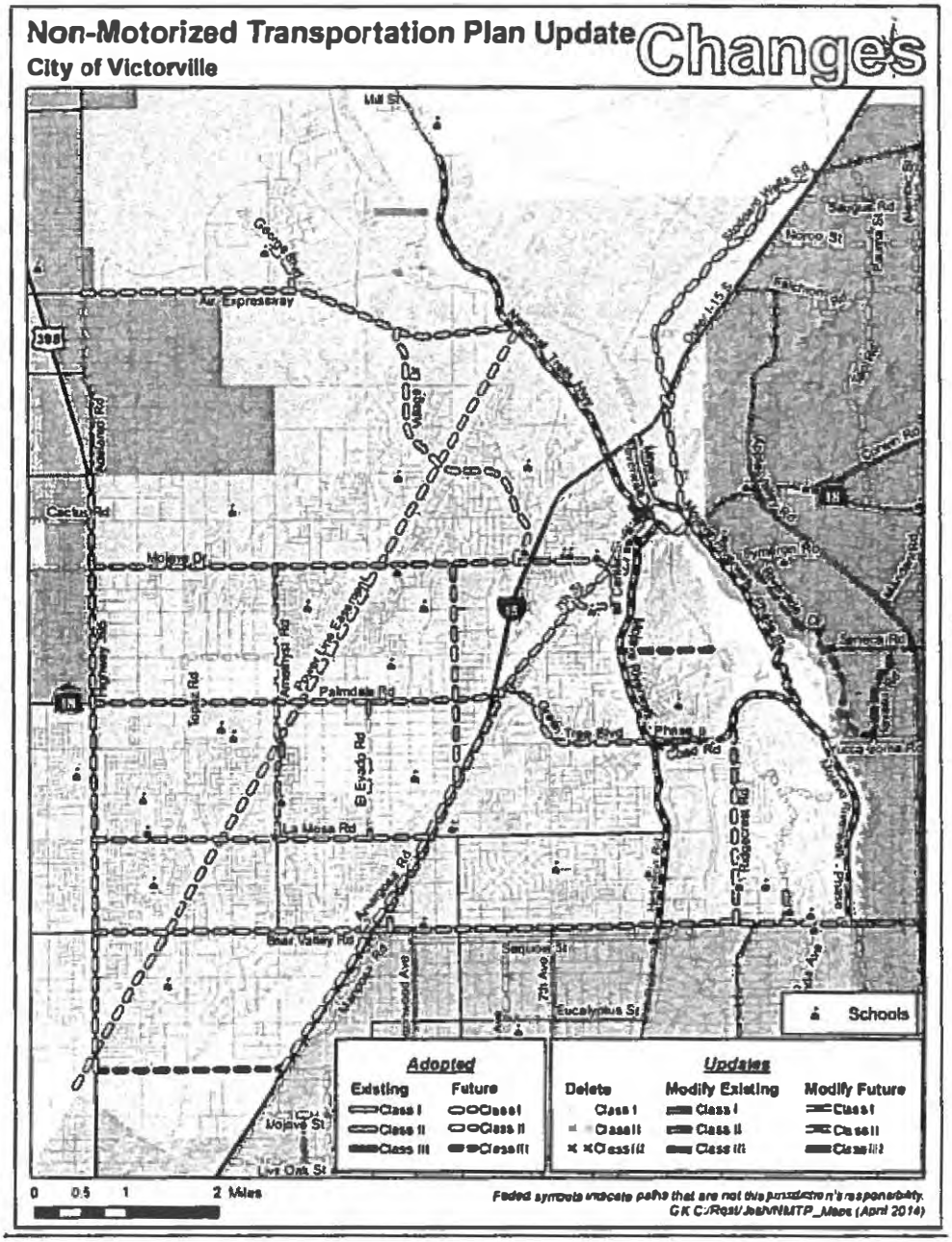


Figure 5.44

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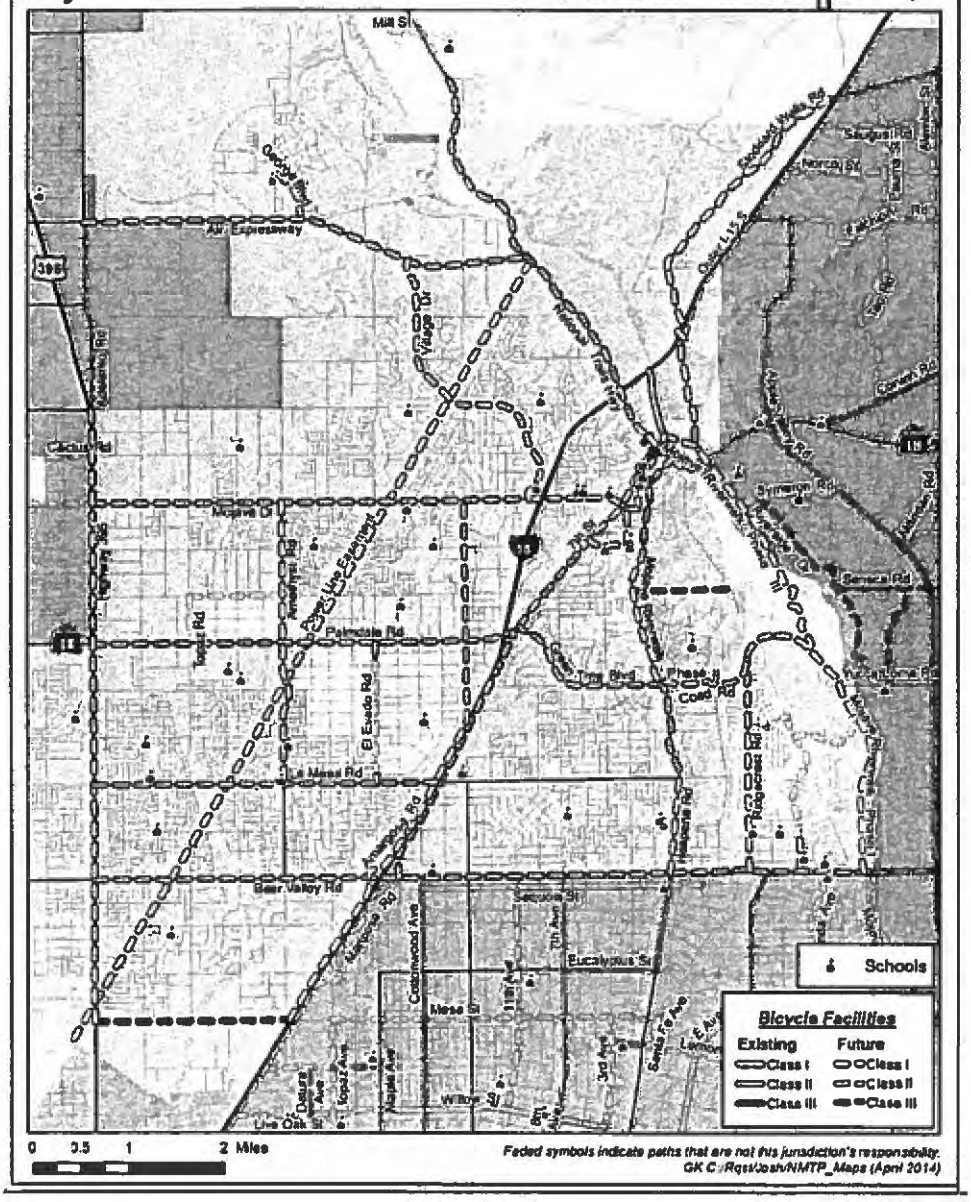
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Bicycle Facilities
City of Victorville

New Map



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Existing Conditions:

The City of Victorville has constructed one demonstration segment of the Mojave Riverwalk Class I facility. The City is also in the process of the preparing the environmental document for the remainder of the project. Ultimately, the Riverwalk will connect northern Victorville to the Victor Valley Community College when completed.

In addition to the work on Mojave Riverwalk, the City prepared a focused non-motorized plan, which was adopted by the City Council in June 2010.

Table 5.101~~100~~:

Victorville Existing Conditions

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
Mojave Riverwalk	I-15	6th St.	I	0.83	$830,000
			Total	0.83	$830,000

Growth/Past investment in system

Since the San Bernardino County Non-Motorized Transportation Plan was first prepared in 2001, the City of Victorville has constructed 0.83 miles of Class I facilities at a rate of 0.09 miles per year.

Past Investment in Non-Motorized Infrastructure

The improvements included in Table 5.101~~Table 5.100~~ above constitute a significant investment into the non-motorized transportation infrastructure of Victorville. Based on planning level estimates, the value of the improvements implemented throughout the City is $830,000.

Proposed Improvements

Future improvements to the non-motorized network for the City of Victorville will continue along the major transportation corridors throughout the City. All future improvements focus on further development of additional Class II facilities. A table of future improvements is included in Table 5.102~~Table 5.101~~ below. When complete, the City will have constructed an additional 20.6 miles of Class I and 27.97~~73.03~~ miles of Class II and Class III, providing additional internal connectivity to the residents of ~~Highland~~ Victorville and increased connectivity to communities in the ~~East San Bernardino Valley~~High Desert.

Table 5.102~~101~~:

Victorville Proposed Improvements

Street/Path	From	To	Class*	Length (mi.)	Cost Estimate
~~6th St.~~	~~6th St. Trailhead~~	~~D St.~~	~~III~~	~~0.09~~	~~$1,350~~
7th St.	D St.	Palmdale Rd.	II	2.46	$123,000
Air Expressway	Adelanto Rd.	National Trails Hwy.	II	4.82	$241,000
Amargosa Rd.	Mojave Dr.	Mesa St.	II	6.12	$306,000
Amethyst Rd.	Mojave Dr.	La Mesa Dr.	II	3.00	$150,000
Bear Valley Rd.	Highway 395	Mojave River	II	8.28	$414,000
Center St.	7th St.	Verde St.	II	0.36	$18,300
~~Cose Rd.~~	~~BNSF Rail Line~~	~~Ridgecrest Rd.~~	~~I~~	~~0.29~~	~~$290,000~~
~~Cose Rd.~~	~~Hesperia Rd.~~	~~BNSF Rail Line~~	~~III~~	~~0.64~~	~~$9,600~~
El Evado Rd.	La Brisa Rd.	La Mesa Rd.	II	0.08	$4,000
El Evado Rd.	Palmade Rd.	Anacapa Rd.	II	0.12	$6,000
George Blvd.	Air Expressway	Nevada Ave.	II	0.59	$29,500
Green Tree Blvd.	7th St.	Hesperia Rd.	II	1.84	$92,000
Hesperia Rd.	D St.	~~Bear Valley Rd.~~ Forest Ave.	II	~~4.99~~ 0.31	~~$248,900~~ $15,500
Hesperia Rd	Green Tree Blvd.	Bear Valley Rd.	II	2.07	$103,650
Highway 18	6th St.	E City Limit	II	0.63	$31,500
Highway 395	Holly Rd/Hopland St.	Mesa St.	II	6.52	$326,000
La Mesa Rd.	Highway 395	Amargosa Rd.	II	3.62	$181,400
Mariposa Rd.	Bear Valley Rd.	Palmdale Rd.	II	2.91	$145,500
Mesa St.	Highway 395	Amargosa Rd.	III	2.05	$30,750
Mojave Dr.	7th St.	Victor St.	II	0.44	$22,400
Mojave Dr.	~~Highway 395~~	7th St.	II	5.66	$84,900
~~Mojave Riverwalk~~	~~6th St.~~	~~Bear Valley Rd.~~	~~I~~	~~5.45~~	~~$5,450,000~~
Mojave Riverwalk – Phase I	Park Rd. (including Mojave Narrows)	Bear Valley Rd.	I	3.9	$3,900,000
Mojave Riverwalk – Phase II	4th St.	Mojave River Levee	I	0.13	$140,000
Mojave Riverwalk – Phase II	Forest Ave.	Park Rd.	II	3.74	$187,050
Mojave Riverwalk – Phase II	National Trails Hwy.	Hesperia Rd.	III	.68	$10,250
Mojave Riverwalk – Phase III	6th St.	Mojave Narrows Park	I	2.17	$2,179,300
National Trails Hwy.	Walton Rd.	~~6th St.~~ 4th St.	II	~~4.71~~ 4.58	~~$236,000~~ $229,200
Palmdale Rd.	Highway 395	7th St.	II	4.57	$68,550
Power Line Easement	California Aqueduct	Air Expressway	I	9.60	$9,600,000
Ridgecrest Rd.	Yates Rd.	Bear Valley Rd.	II	2.26	$33,900
Seneca Rd.	Hesperia Rd.	BNSF Railroad	III	1.02	$15,300
Spring Valley Pkwy.	Bear Valley Rd	Huerta Rd.	II	0.36	$5,400
Stoddard Wells Rd.	Highway 18	Dante St.	I	2.14	$2,140,000
Stoddard Wells Rd.	Outer I-15 S	Dante St.	I	2.61	$2,610,000

Verde St.	Mojave Dr.	Center St.	II	0.12	$6,300
Victor St.	7th St.	Mojave Dr.	II	043	$21,800
Village Dr.	Air Expressway	Mojave Dr.	II	3.39	$50,850
			Total	~~91.63~~ 93.58	~~$22,990,300~~ $23,523,400

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Table 5.10~~3~~~~02~~:

Priority Improvements

Street/Path	From	To	Class	Length (mi.)	Cost Estimate
~~Mojave Riverwalk~~	~~6th St.~~	~~Bear Valley Rd.~~	~~I~~	~~5.45~~	~~$6,450,000~~
Mojave Riverwalk – Phase I	Park Rd. (including Mojave Narrows)	Bear Valley Rd.	I	3.9	$3,900,000
Mojave Riverwalk – Phase II	4th St.	Mojave River Levee	I	0.13	$140,000
Mojave Riverwalk – Phase II	Forest Ave.	Park Rd.	II	3.74	$187,050
Mojave Riverwalk – Phase II	National Trails Hwy.	Hesperia Rd.	III	.68	$10,250
			Total	~~5.45~~ 8.45	~~$6,450,000~~ $4,237,300

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The priority bicycle improvement for the City of Victorville is the Mojave Riverwalk. When finished, the Mojave Riverwalk will provide a continuous Class I bikeway ~~adjacent to the Mojave River in the City of Victorville. The facility will~~ connecting north Victorville to the Victor Valley Community College.

Municipal Code

The municipal code for the City of Victorville does not currently include the mandatory requirement for the inclusion of non-motorized serving infrastructure as part of the site design process.

End of Trip Facilities

The City of Victorville has bike racks dispersed throughout the City, typically at retail centers, schools and multi-unit housing complexes.

Multimodal Connectivity

The City of Victorville has the following multimodal facilities that interface with the non-motorized transportation system.

Table 5.104~~103~~:

Multimodal Connectivity

Facility	Facility Type	Facility Location
Victorville Blvd PNR Lot	Ride Share Lot	Bear Valley Rd & I-15
VVCC PNR	Ride Share Lot	Bear Valley & Fish Hatchery
City-wide Bus Stops	Bus Stops	Throughout City

Collisions Involving Bicyclists

Table 5.105~~104~~:

Data for Collisions Involving Bicyclists

Parameter	Collision Rate
Total # of Bicycle Collisions from 2005-2009	78
Total # of Bicycle Fatalities from 2005-2009	2
Average # of Bicycle Collisions Per Year	15.6
Average Bicycle Collision Rate per 1000/year[1]	0.18

Notes:
1. Rate is calculated using SWITRS collision data and population figures by the California Department of Finance

Safety and Education Programs

The City of Victorville does not currently participate in any bicycle safety or education programs.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 13

Date: May 7, 2014

Subject: Active Transportation Program (ATP) - Guidelines for Assigning 10 Points in the Grant Evaluation Process to Projects that are Consistent with Regional Plans

Recommendation: That the Board acting in its capacity as the San Bernardino County Transportation Commission adopt guidelines for assigning up to 10 points in the grant evaluation process to projects that are consistent with regional plans in the Metropolitan Planning Organization (MPO) portion of the Active Transportation Program as described below.

Background: The ATP was created by Senate Bill 99 (Chapter 359, Statutes 2013) and Assembly Bill 101 (Chapter 354, Statutes 2013) to encourage increased use of active modes of transportation, such as biking and walking, as well as to ensure compliance with MAP-21. For the first three years of the funding cycle, the ATP will award approximately $360 million statewide for active transportation projects. A Call for Projects was issued by Caltrans on March 21 and the applications are due May 21, 2014.

For the selection process, the State will recommend funding awards for 60% of the total program funds; MPOs will recommend regional programs of projects to be funded with their population-based share of the remaining

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

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40%. SCAG is required by federal and state law to recommend to the California Transportation Commission (CTC) a regional program of projects to be funded through the ATP. Over the last several months, SANBAG staff has been working with SCAG staff to reach agreement on a competitive project administrative selection process for the 2014 ATP regional program.

In order to expedite the administrative selection process and accelerate project implementation, SCAG intends to defer project rankings to Caltrans and forgo its option to issue a supplemental regional call for projects. This means that the projects will be scored and ranked by Caltrans staff, assisted by a panel of local representatives from around the state. An evaluation committee will not be required at the county or regional level within the SCAG region to separately score projects.

Once projects have been scored and ranked by Caltrans for both the state and regional programs, SCAG and the county transportation commissions will review project consistency with the regional plans. Two funding categories will be established for the regional program to support the review and refinement of the regional program by SCAG and the County Transportation Commissions. These categories will include: 1) 5% for Planning Projects and 2) 95% for Implementation Projects. For the 95% Implementation Projects, geographic equity will be achieved by establishing a preliminary recommended funding list that is proportionate to the population of each county. For San Bernardino County, this equals approximately $8.14 million dollars for the three funding cycles.

Prior to scoring by Caltrans, SCAG will provide SANBAG with a list of Implementation Project applications submitted by County jurisdictions. SANBAG will then review the Implementation Project lists and determine which projects "are consistent with plans adopted by local and regional governments within the county" per the requirements of SB 99. For San Bernardino County's bicycle projects, SANBAG's Non-Motorized Transportation Plan (NMTP) will serve as the regional document. If a project is consistent, SANBAG will assign up to 10 points to each project. For non-infrastructure, safe routes to school or other pedestrian projects, SANBAG will assign up to 10 points to each project that can document its consistency with the individual jurisdiction's master plans or general plans. The project applicant must demonstrate and state its consistency finding in the narrative section of the application form.

Approval of this agenda item will set the scoring methodology/guidelines and 10 point assignments for projects in San Bernardino County. This methodology will also be submitted to SCAG for inclusion in the final ranking of regional projects. The adoption of the final recommended project list will also be brought forward to the SANBAG Board for approval in September 2014. SANBAG staff will continue its collaboration with SCAG staff to implement the regional project selection process.

Financial Impact: This item has no impact on the current Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014. The information in this item was reviewed by the Transportation Technical Advisory Committee on March 31, 2014.

Responsible Staff: Steve Smith, Director of Planning

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 14

Date: May 7, 2014

Subject: Transportation Investment Generating Economic Recovery (TIGER) Grant Application Submittal

Recommendation:* Note approval at the April 17, 2014 Metro Valley Study Session of the following, per the April 9, 2014 delegation of approval authority by the SANBAG Board of Directors:

1. Approve SANBAG submittals of two grant applications for the TIGER federal discretionary grant program: a request for up to $20 million for Redlands Passenger Rail and up to $13 million for the Metrolink and Bus Rapid Transit (BRT) Station Accessibility Project.

2. Approve a commitment of up to $2.0 million in Transportation Development Act (TDA) Article 3 funds, spread over at least two years, to serve as a match for the Metrolink and BRT Accessibility Project application. The Redlands Passenger Rail Project already has a substantial match of over $150 million in Measure I Metrolink/Rail and state funds identified in the SANBAG 2014 Ten-Year Delivery Plan.

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.

*

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1405a-ss

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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 has identified two projects for submittal under this round of TIGER grants:

- 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, and the large match will make this project very competitive.
- Metrolink and BRT Accessibility Project – SANBAG's award-winning study "Improvements to Transit Access for Cyclists and Pedestrians" identified multiple projects in each Metrolink station area and four E Street BRT station areas that should be considered for implementation to improve mobility and station access. A package of projects has been identified for submittal in concert with local jurisdiction input (refer to Attachment 1). 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.

The program requires a minimum 20% local match for all projects awarded TIGER grant funds, except for projects in rural areas. Staff is requesting approval for SANBAG submittal of the grant applications, including the commitment of the local match specified in Recommendation 2.

The match funding for the Redlands Passenger Rail Project has already been accounted for in the 2014 update of the 10-Year Delivery Plan. The match amount for the Metrolink and BRT Accessibility Project would consist of $1.5 million in previously-awarded TDA Article 3 funds for Metrolink pedestrian crossing gates in Fontana (which are being folded into the TIGER grant) and an additional $2.0 million of TDA Article 3 from subsequent calls-for-projects. This $2.0 million commitment would consume much of the TDA Article 3 funds projected to be available in the call-for-projects slated for 2015. Therefore, should the grant be successful, SANBAG would intend to stage the project in a way that leaves an opportunity for as much access as possible to TDA Article 3 funds by jurisdictions not benefitting from the TIGER grant. SANBAG is also seeking commitments of local jurisdiction matching funds as well, but has no specific details at this time. One of the primary rationales for committing such a

substantial portion of TDA Article 3 as a match is that it leverages four dollars in federal funds for every one dollar invested. It is rare to have opportunities of this size with discretionary grant programs, and this will allow for additional funding to be secured for the overall pedestrian/bicycle program, if SANBAG is successful. The disadvantage is that access to TDA Article 3 funds for most other bicycle/pedestrian projects will be substantially diminished for two or three years.

It should also be noted that SANBAG will be preparing an application for the Statewide Active Transportation Program (ATP) grant program in May 2014 for the Metrolink and BRT Accessibility Project. This is necessary in light of the high degree of competitiveness of the TIGER discretionary grants and the possibility of not receiving any TIGER grant funds for that project. We will not know the outcome of the TIGER selections prior to the submittal date for the ATP program. The ATP program is having a single call for applications for three years of funding, and SANBAG cannot afford to miss this window of opportunity. The other advantage of the ATP grants is that there would be no local match for the share of the projects within disadvantaged communities, which represents the large majority of the cost.

Financial Impact: This item has no impact on the Fiscal Year 2013/2014 SANBAG Budget. However, local matching funds would be required, as stated above. 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.

Reviewed By: This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. Authority to approve the grants and matching funds was delegated to the Board of Directors Metro Valley Study Session by the SANBAG Board at its April 9, 2014 meeting. 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

Attachment 1

Metrolink and BRT Accessibility Project TIGER Grant Improvement List by Station Location:

Montclair Metrolink Station (TransCenter)

1. Extend Pacific Electric (PE) Trail from current terminus to Claremont Boulevard.
2. Provide missing sidewalk on north side of Richton Street.
3. Provide pedestrian and bicycle access from the PE Trial to TransCenter parking lot with a preferred opening in fence in alignment with easterly drive aisle.
4. Improve Fremont Avenue per the Downtown Montclair Specific Plan guidelines converting it into a narrow tree-lined complete street with reduced vehicle travel speeds, appropriate to residential living and multi-modal activity that provides a direct pedestrian/ bicycle connection between the TransCenter and Montclair plaza. No landscaping is included as part of this project component.
5. Provide wayfinding signage on Fremont Avenue to direct users to the TransCenter.
6. Provide enhanced pedestrian crosswalks on Richton Street and across bus access. Outline the crosswalk on both sides with a 6 inch white line to increase visibility and mark station entry.
7. Install bike racks.
8. Provide high visibility pedestrian crosswalks for safe pedestrian crossing as follows:
   a. PE Trail at Monte Vista with rapid flashing beacon (North, West and South side)
   b. PE Trail and Central Avenue with high visibility crosswalks and advance bicycle detection
   c. PE Trail and Benson Avenue with raised median high visibility crosswalk and advance bicycle detection
   d. PE Trail and Mountain Avenue with raised median high visibility crosswalk and advance bicycle detection
9. Improve pedestrian crossing at Monte Vista and Montclair Plaza Lane.
10. Remove one lane of traffic and replace with buffered bike lane and sidewalk along Monte Vista north of Arrow.
11. Provide wayfinding signage as follows:
    a. Monte Vista at Arrow (north)
    b. Central at Arrow (north)
    c. Monte Vista at Arrow (south)
    d. Central at Arrow (south)
    e. Central at Richton
12. Provide pedestrian access from Monte Vista along north side of railroad tracks to platform.

Upland Metrolink Station

1. Provide mid-block crossing with overhead beacon at Euclid Avenue and PE Trail for pedestrians and bicyclists.
2. Provide wayfinding signage to denote access to Metrolink Station at Euclid and A Street.
3. Provide shared bike lane markings on Class III bike lanes at 8th Street and Campus Avenue.
4. Provide bike lane striping as needed and "color" thorough conflict zones at Euclid Avenue.

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5. Provide sidewalks and wayfinding signage to mark entry to the station at 3rd Street north of Metrolink Station.
6. Provide missing sidewalks along 1st Street south of railroad tracks.
7. Provide pedestrian automatic crossing gates at railroad tracks along Euclid Avenue, so that the arm will extend across the sidewalk for increased safety.
8. Provide enhanced crosswalks at 16-intersections along 1st Avenue, 2nd Avenue, and 3rd Avenue.
9. Provide sidewalk on both sides of streets along "A" Street, 3rd Avenue, 4th Avenue, 5th Avenue, 6th Avenue, and Stowell Street.
10. Provide striping for any missing bike lane segments at Foothill Boulevard.
11. Provide enhanced crosswalk markings where PE Trail crosses Benson Avenue.
12. Provide short and long-term bike parking convenient to the Metrolink Station.

Rancho Cucamonga Metrolink Station

1. Complete construction of Class I bike lane gaps along Deer Creek Trail between the PE Trail and Baseline Road and along Day Creek Trail between the PE Trail and Church Street.
2. Provide bike lockers more conveniently located to the station boarding and ticketing area.
3. Repair/replace sidewalk paving in front of Metrolink Station south of the railroad tracks.
4. Provide pedestrian and bicycle access to Milliken Avenue.
5. Provide bike lanes along Milliken Avenue between 4th Street and 6th Street.

Fontana Metrolink Station

1. Provide buffered bike lanes on San Bernardino Avenue between Alder Avenue and Fontana Avenue.
2. Install short and long-term bicycle parking.
3. Provide decorative pedestrian - Scale Street lighting on residential streets north of the Metrolink Station to enhance the pedestrian environment.
4. Reconfigure crossing along Juniper Avenue at PE Trail.
5. Construct planned bicycle route, additional wayfinding signage, and "color" bike trails at conflict zones along Juniper Avenue.
6. Provide high visibility crosswalks (enhanced pavement or thermo-plastic markings) at the following intersections:
   a. Juniper Avenue and Arrow Boulevard
   b. Juniper Avenue and Valencia Avenue
   c. Juniper Avenue and Orange Way
   d. Juniper Avenue and Ceres Avenue
   e. Juniper Avenue and Merrill Avenue
   f. Merrill Avenue and Sierra Avenue
   g. Bennett Avenue and Orange Way
7. Provide missing sidewalks along various streets:
   a. Valencia Avenue
   b. Ceres Avenue
   c. Juniper Avenue
   d. Merrill Avenue
   e. Four interconnecting local residential streets between Merrill Avenue and Ceres Avenue
8. Provide wayfinding signage along Juniper for access to Metrolink station.
9. Provide bike lanes on Arrow Boulevard and Citrus Avenue; install buffered bike lanes; install wayfinding signage and colored bike trail at conflict zones.

10. Provide pedestrian automated crossing gates at railroad tracks at Juniper Avenue and Sierra Avenue.

Rialto Metrolink Station

1. Provide pedestrian access from Willow Avenue to the Metrolink Station.
2. Provide enhanced pedestrian crosswalks on Rialto Avenue at the following intersections:
   a. Willow Avenue
   b. Palm Avenue
   c. Orange Avenue
3. Provide short term and long term bicycle parking.
4. Provide wayfinding signage at station entry.
5. Install Class II bike lane on Rialto Avenue and Arrow Boulevard.
6. Install Class II and III bike lanes on Cedar Avenue, Cactus Avenue, and Riverside Avenue.
7. Include bicycle/ pedestrian improvements from current parking lot expansion project at Rialto Station.
8. Provide local connections to the PE trail.

San Bernardino Metrolink Station

1. Repair existing uneven pavement and breaks in the pavement to improve pedestrian and bicycle safety and mobility along Mt. Vernon Avenue.
2. Provide high visibility crosswalks to improve the safety of pedestrians at Mt. Vernon Avenue/2nd Street.
3. Provide mid-block crosswalk on 3rd Street to ensure safe pedestrian connection to eastbound bus stop and direct connection between the 3rd Street Shopping Center and the San Bernardino Depot. Add crosswalks, lights and signage to make pedestrian crossings more visible.
4. Install wayfinding to direct people from boarding area to parking and to local bus stops located along 3rd Street.
5. Install striping to guide people and provide safe pathway leading to 3rd Street across the parking lot.
6. Install 10 linear feet of sidewalk along 3rd Street.
7. Add bike lane on 5th Street between Mt. Vernon and I-215.
8. Install short-term bicycle parking.
9. Install high visibility crosswalks at Giovanola Avenue/Metrolink Way/2nd Avenue.
10. Install wayfinding at L Street/2nd Avenue to direct pedestrians through the 3rd Street Shopping Center to the Metrolink Station.

San Bernardino Transit Center

1. Provide bike lane stripping on "G" Street between Rialto Avenue and Mill Street.
2. Install short and long-term bicycle parking and other bicycle amenities.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 15

Date: May 7, 2014

Subject: State and Federal Legislative Update

Recommendation:*

1. Receive State Update and adopt the following positions on State Legislation:
   a. Support the restoration of vehicle weight fees if legislation is amended to distribute funds according to the gas tax swap.
   b. Support AB 1720 (Bloom, D – Santa Monica)
   c. Support SB 953 (Roth, R – Riverside)
   d. Oppose Unless Amended SB 969 (DeSaulnier, D – Concord)

2. Receive Federal Update
   a. Support H.R. 4285

Background: State Update

Staff continues to monitor bills shown in the Legislative Bill Matrix (Attachment D) as they move through the legislative process. Several bills are recommended for consideration.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

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http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1405/AgendaItems/BRD1405a1-wvs.docx
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http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1405/AgendaItems/BRD1405a5-wvs.pdf

Restoration of Weight Fees

A topic of significant consideration early in this session is the restoration of weight fee funds to transportation projects. Currently, these funds are obligated towards debt service on previous transportation bonds, including Proposition 1B (2006). Senator DeSaulnier (D-Concord), Assembly Member Linder (R-Corona) and Assembly Member Perea (D–Fresno) have authored bills aimed to restore funds to transportation projects.

Specifically, SB 1418 (DeSaulnier) would restore nearly $1 billion annually from vehicle weight fees to pay for maintaining and preserving California highways, streets, and roads. SB 1418 redirects all truck weight fees, 56% to the State and 44% to Locals. It also includes a minimum allocation to the State Highway Operations and Protection Program (SHOPP). The gas tax swap provides for a funding allocation for other funds as follows: 44% to the State Transportation Improvement Program (STIP), 44% to local streets and roads, and 12% to the SHOPP.

Both AB 2651 (Linder) and AB 2728 (Perea) would prohibit 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. These two bills are silent on how the funds would then be distributed.

At this time, staff is recommending that the Board of Directors direct staff to advocate for inclusion of the traditional gas tax swap distribution in any of these three bills that restore weight fees to their historical use by adopting a "Support if Amended" position.

This recommendation is consistent with SANBAG's 2014 adopted State Legislative Platform in Section I (f): "Support budget and California Transportation Commission allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program, State Highway Operation and Protection Program, bond programs, and the Measure I Expenditure Plan."

AB 1720 Transit Bus Axle Weight Limits (Bloom, D – Santa Monica)
Recommendation: Support

AB 1706 (Chapter 771, Statutes of 2012) was sponsored by the California Transit Association in 2011 to provide for a temporary exemption from current bus-axle weight limits (20,500 pounds per axle) on streets and highways for buses procured before January 1, 2013. It also put in place a specific procurement process for buses acquired in 2013 and 2014. This temporary exemption is designed to allow existing

buses to operate while a long-term solution is developed. This exemption is currently in place until January 1, 2015.

As current efforts are still underway, AB 1720 extends this sunset until January 1, 2016, so that current discussions can continue with key stakeholders.

Staff recommends that the Board of Directors adopt a "Support" position. This recommendation is consistent with SANBAG's 2014 adopted State Legislative Platform in Section IV (b): "Support cost effective and technologically feasible conversion and replacement of public transit fleets to alternative fuels and EVs."

An analysis of this bill is included as Attachment A.

SB 953 Vehicles: parking: public grounds (Roth, R – Riverside)
Recommend: Support

SB 953 will grant county transportation commissions the authority to enforce parking regulations at transit and rail stations in their jurisdictions. This bill was sponsored by the Riverside County Transportation Commission (RCTC) to extend existing authorities already granted to transit operators in order to address vehicle and pedestrian violations at transit stations.

SB 953 amends existing law to add county transportation commissions in Southern California to the definition of "public transportation agency" for the purposes described above. This authority will allow SANBAG to access the authority if necessary as transit options are expanded in the county.

Staff recommends that the Board of Directors adopt a "Support" position. This recommendation is consistent with SANBAG's 2014 adopted State Legislative Platform in Section VI (e): "Support legislation and programs that facilitate (or remove obstacles to) transit oriented development near rail and bus rapid transit stations."

An analysis of this bill is included as Attachment B.

SB 969 Public Works (DeSaulnier, D – Concord)
Recommend: Oppose Unless Amended

SB 969 defines a "megaproject" as a transportation project with costs exceeding $1 billion dollars. The bill would require 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 for potential claims and risks.

Staff recommends that the Board of Directors adopt an "Oppose Unless Amended" position to require that this bill only apply to state projects. This recommendation is consistent with SANBAG's 2014 adopted State Legislative Platform in Section VII (a): "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."

An analysis of this bill is included as Attachment C.

Active Transportation Program

Last fall, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs. It also encourages increased use of active modes of transportation, such as biking and walking, as well as to ensure compliance with Moving Ahead for Progress in the 21st Century (MAP-21).

The goals of the ATP program are to:

- Increase the proportion of trips accomplished by biking and walking
- Increase the safety and mobility of non-motorized users
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reductions goals as established pursuant to SB 375
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to projects eligible for Safe Routes to School Program funding
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

The ATP will award approximately $124.2 million statewide per year for active transportation projects. The first three years of funding, approximately $360 million statewide, will be awarded in the 2014 Call-for-Projects, which will be issued by the California Department of Transportation (Caltrans). The California Transportation Commission (CTC) adopted guidelines for programming the ATP at its March 2014 meeting. Caltrans is currently administering a Call-for-Projects through May 21, 2014. The State will recommend funding awards for 60% of the total program funds. Metropolitan Planning Organizations (MPOs) will then recommend regional programs of projects to be funded with their population-based share of the remaining 40%.

The Southern California Association of Governments (SCAG) is in the process of selecting projects to receive funding from the SCAG region's share, approximately $76 million.

Cap and Trade

Earlier this month, both Legislative Budget Subcommittees overseeing transportation budgets held hearings on the Administration's Cap and Trade proposals. Although no actions were taken, it is clear that the Legislature is looking to make major revisions to the Governor's spending plan, including serious consideration of supplementing funding to benefit sustainable communities, rail modernization and connectivity, as well as funds for regional projects.

While the budget process will continue to play out into May, other proposals will likely emerge in legislative form. Again, the focus will be on developing a legislative proposal to funnel additional resources to transit agencies and ensure that sustainable community project priorities are set at the regional level.

Staff is working closely with Self-Help Counties Coalition (SHCC), regional partners, and other statewide coalitions on the investment of Cap and Trade funds and the process by which the funds will be administered. SHCC continues to advocate that funds be directed to a regional grant program to fund the Sustainable Communities Strategies (SCS) programs adopted by regions to meet the state mandates of AB 32 and SB 375.

Federal Update

Reauthorization

Both the Senate and House have been meeting on the next surface transportation bill. The Senate Environment and Public Works (EPW) Committee, chaired by Senator Boxer (D – CA), held a hearing focused on state and local perspectives on transportation priorities and funding. The consensus of the hearing was that current flexibility and streamlining measures from the previous surface transportation authorization bill are useful, but that more work needs to be done in those areas.

Chairwoman Boxer highlighted the bipartisan efforts in MAP-21 to emphasize more local planning for projects such as the ATP. Chairwoman Boxer also said that she is working to make funding sources usually reserved for large-scale projects, such as Transportation Infrastructure Finance and Innovation Act (TIFIA) funding, more available to small and rural areas in the next reauthorization bill. The Senator encouraged other states to follow California's

lead in using state environmental reviews on projects in lieu of federal reviews in order to expedite the review process.

The House Transportation and Infrastructure (T&I) Subcommittee recently heard testimony from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Subcommittee Chairman Petri emphasized the need for passing a reauthorization bill and the Committee's commitment to passing a bill.

National Freight Advisory Committee

The National Freight Advisory Committee (NFAC) met in March to review and discuss recommendations for submittal to U.S. Department of Transportation (DOT) in developing the National Freight Strategic Plan. The NFAC is in the process of drafting their final recommendations. The FHWA is on track to get a draft of the National Strategic Freight Plan out by September of this year to accommodate several rounds of internal reviews, including discussion by the NFAC.

Property Assessed Clean Energy Assessment Protection Act of 2014
Rep. Thompson (D-CA-5), Rep. King (R-NY-2) and Rep. Maloney (D-NY-18) (H.R. 4285)
Recommendation: Support

In an attempt to create a more consistent implementation of the Property Assessed Clean Energy (PACE) program and offer a streamlined consumer process, legislation is being introduced to rescind previous Federal Housing Finance Agency guidelines. The bill would allow PACE programs to continue while requiring prudent underwriting standards to ensure homeowners can actually afford the PACE assessments. This provides accessibility to the public and protection of Fannie Mae and Freddie Mac from financial risk. Ultimately, this legislation (PACE Assessment Protection Act of 2014) can remove uncertainty and make PACE more popular nationwide. Growth in the program could lead to more investment and possibly lower interest rates for property owners across the board.

This recommendation is consistent with SANBAG's 2014 adopted Federal Legislative Platform in Section II (c): "Support legislative and administrative actions that enable the implementation of the Property Assessed Clean Energy (PACE) program in San Bernardino County."

A Congressional letter of support is included as Attachment E.

2014 Advocacy Trip

SANBAG's Advocacy Team traveled to Washington, D.C. from March 31, 2014 to April 3, 2014. A verbal update will also be provided to the committee on the trip.

Financial Impact: This item has no fiscal impact on the Fiscal Year 2013/2014 SANBAG Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014.

Responsible Staff: Wendy Strack, Director of Legislative and Public Affairs

Governments SANBAG Working Together Bill Analysis

Bill Number: AB 1720	Author: Bloom (D – Santa Monica)
Title: Vehicles: bus gross weight	

Summary

The State's existing weight limits for transit buses was established in 1975. Since that time, a number of requirements have been placed on transit systems that have increased the overall weight of individual vehicles, including compressed natural gas (CNG) tanks to address clean air regulations and wheelchair lifts in compliance with the Americans with Disabilities Act (ADA).

AB 1706 (Chapter 771, Statutes of 2012) was sponsored by the California Transit Association in 2011 to provide for a temporary exemption from current bus-axle weight limits (20,500 pounds per axle) on streets and highways for buses procured before January 1, 2013. It also put in place a specific procurement process for buses acquired in 2013 and 2014. This temporary exemption is designed to allow existing buses to operate while a long-term solution is developed. This exemption is currently in place until January 1, 2015.

As current efforts are still underway, AB 1720 extends this sunset until January 1, 2016 so that current discussions can continue with key stakeholders.

This bill:

- Extends interim transit bus procurement procedures under which transit agencies may procure buses.
- Allows the governing board of a transit system to procure and operate new transit buses, under one of two circumstances:
    - If the new bus weighs the same or less than the bus it is replacing; or,
    - If the board makes a public finding that it must incorporate a new fleet class into its inventory, to serve a new or existing market differently, or to meet a statutory or regulatory requirement, after considering vehicle weight and size.
- Requires a transit agency board of directors to provide notice of the pending public hearing at which such procurement decision will be made, to the cities and counties on whose roads the new buses would travel, and to place in the public record any comment of concern the board receives about the procurement.

Impact on SANBAG

As the county transportation commission for San Bernardino County, SANBAG is responsible for the preparation of the Regional Transportation Plan (RTP) for this region. The RTP is required to meet a variety of state and federal requirements, including air quality, AB 32 (Chapter 488, Statutes of 2006), SB 375 (Chapter 728, Statutes of 2008), and others. If existing and soon-to-be procured vehicles are

unable to operate, regional air quality goals will fail to be reached and funding will be lost. Therefore, it is important to move forward with an exemption while options are evaluated.

BRD1405a1-wvs

Recommendation: SUPPORT

Staff recommends that the Board of Directors adopt a "Support" position. This recommendation is consistent with SANBAG's 2014 adopted State Legislative Platform in Section IV (b) under the provision, "Support cost effective and technologically feasible conversion and replacement of public transit fleets to alternative fuels and EVs."

Bill History
Introduced: February 13, 2014
Current Disposition: Set for hearing in the Assembly Transportation Committee on April 28, 2014

Governments SANBAG Working Together

Bill Analysis

Bill Number: SB 953	Author: Roth (R-Riverside)
Title: Vehicles: parking: public grounds	

Summary

SB 953 will grant county transportation commissions the authority to enforce parking regulations at transit and rail stations in their jurisdictions. This bill was sponsored by the Riverside County Transportation Commission (RCTC) to extend existing authorities already granted to transit operators in order to address vehicle and pedestrian violations at transit stations.

Impact on SANBAG

SB 953 amends existing law to add county transportation commissions in Southern California to the definition of "public transportation agency" for the purposes described above. This authority will allow SANBAG to access the authority if necessary as transit options are expanded in the county.

Once construction is complete on the extension to the new San Bernardino Transit Center, there may be additional responsibilities for SANBAG at the Santa Fe Depot and E Street Metrolink station and parking areas. Also, as the future Redlands Rail corridor is developed, this authority may also be needed to address vehicular, pedestrian, and security violations at these as well as existing Metrolink stations.

Recommendation: Support

Staff recommends that the Board of Directors adopt a "Support" position. This recommendation is consistent with SANBAG's 2014 adopted State Legislative Platform in Section VI (e) "Support legislation and programs that facilitate (or remove obstacles to) transit oriented development near rail and bus rapid transit stations."

Bill History
Introduced: February 6, 2014
Amended: April 21, 2014
Current Disposition: Set for hearing in the Senate Transportation and Housing Committee on April 22, 2014

BRD1405a2-wvs

Governments SANBAG Working Together Bill Analysis

Bill Number: SB 969	Author: DeSaulnier (D-Concord)
Title: Public works	

Summary

Existing law authorizes a public agency principally tasked with administering, planning, developing, and operating a public works project to establish a peer review group, with specific duties and requirements as defined.

SB 969 defines a "megaproject" as a transportation project with costs exceeding $1 billion dollars. The bill would require 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 for potential claims and risks. The bill currently allows for reimbursements as the new requirements would constitute a state mandate.

Impact on SANBAG

SB 969 seeks to duplicate the oversight and regulatory oversight to which these megaprojects, and even smaller projects, are already subject. For example, any project receiving federal funds and those receiving any form of financing, are subject to thorough oversight, strict accountability, and intense scrutiny.

Further, many local projects are funded, at least in part, by locals sales tax measures. These measures also come with taxpayer oversight committees that provide additional protections for taxpayer dollars. The added oversight as proposed in SB 969 is unlikely to yield additional results that sufficiently justify the costs and the resulting diversion of funds from other projects.

Recommendation: OPPOSE UNLESS AMENDED

Staff recommends that the Board of Directors adopt an "Oppose Unless Amended" position on SB 969 to require that this bill only apply to state projects. This recommendation is consistent with SANBAG's 2014 adopted State Legislative Platform in Section VII (a) "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 History
Introduced: February 10, 2014
Current Disposition: Set for hearing in the Senate Transportation and Housing Committee on April 29, 2014

BRD1405a3-wvs

Bill Matrix

CA AB 39	**AUTHOR:**	Skinner [D]
	TITLE:	Energy: Conservation: Financial Assistance
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	12/03/2012
	LAST AMEND:	06/24/2013
	DISPOSITION:	Pending
	FILE:	A-49
	LOCATION:	Senate Inactive File
	SUMMARY:	

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.

STATUS:

09/12/2013 In SENATE. From third reading. To Inactive File.

CA AB 114	**AUTHOR:**	Salas [D]
	TITLE:	Proposition 39: Implementation: Workforce Development
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	01/14/2013
	LAST AMEND:	08/27/2013
	DISPOSITION:	Pending
	FILE:	A-41
	LOCATION:	Senate Inactive File
	SUMMARY:	

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.

STATUS:

09/12/2013 In SENATE. To Inactive File.

CA AB 194	**AUTHOR:**	Campos [D]
	TITLE:	Open Meetings: Actions For Violations
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	01/28/2013
	LAST AMEND:	01/27/2014
	DISPOSITION:	Pending
	LOCATION:	Senate Governance and Finance Committee
	SUMMARY:	

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:**	Perez J [D]
	TITLE:	Infrastructure and Revitalization Financing Districts
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	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 COMMITTEE:	yes
	URGENCY CLAUSE:	no
	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

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:

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

CA AB 1046

AUTHOR: Gordon [D]
TITLE: Department of Transportation: Innovative Delivery
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
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 COMMITTEE: yes
URGENCY CLAUSE: no
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 COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/22/2013
LAST AMEND: 08/12/2013
DISPOSITION: Pending
LOCATION: Senate Appropriations Committee

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 COMMITTEE:	yes
	URGENCY CLAUSE:	no
	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.

CAAB 1331	**AUTHOR:**	Rendon [D]
	TITLE:	Climate Change Response for Clean, Safe Water
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/22/2013
	LAST AMEND:	03/18/2014
	DISPOSITION:	Pending
	LOCATION:	Senate Second Reading File

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:
03/25/2014 From SENATE Committee on NATURAL RESOURCES AND WATER: Do pass as amended to Committee on ENVIRONMENTAL QUALITY. (7-2)

CA AB 1333	**AUTHOR:**	Hernandez R [D]
	TITLE:	Local Government Contracts
	FISCAL COMMITTEE:	no
	URGENCY CLAUSE:	no
	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.

CAAB 1445	**AUTHOR:**	Logue [R]
	TITLE:	Water Infrastructure Act of 2014
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	yes
	INTRODUCED:	01/06/2014
	LAST AMEND:	02/14/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Water, Parks and Wildlife Committee
	HEARING:	04/29/2014 8:30 am

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.

CAAB 1447	**AUTHOR:**	Waldron [R]
	TITLE:	Global Warming Solutions Act of 2006
	INTRODUCED:	01/06/2014
	LAST AMEND:	02/18/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Natural Resources Committee
	HEARING:	04/07/2014 1:30 pm

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.

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:	04/21/2014 1:30 pm

SUMMARY:

Prohibits the High-Speed Raid 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:

03/24/2014	In ASSEMBLY Committee on TRANSPORTATION: Failed passage.

CA AB 1509	**AUTHOR:**	Fox [D]
	TITLE:	Veterans: Transition Assistance
	INTRODUCED:	01/14/2014
	LAST AMEND:	03/25/2014
	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.

STATUS:

03/25/2014	From ASSEMBLY Committee on VETERANS AFFAIRS with author's amendments.
03/25/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on VETERANS AFFAIRS.

CAAB 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
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
LOCATION: Assembly Public Employees, Retirement and Social Security Committee
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
COMMITTEE: Assembly Housing and Community Development Committee
HEARING: 04/09/2014 9:00 am
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 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
	LAST AMEND:	04/03/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Local Government Committee
	HEARING:	04/09/2014 1:30 pm

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:

04/03/2014	From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.
04/03/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.

CA AB 1586	**AUTHOR:**	Holden [D]
	TITLE:	Public Contracts: Hiring: Priority Consideration
	INTRODUCED:	02/03/2014
	DISPOSITION:	Pending
	LOCATION:	Assembly Accountability and Administrative Review Committee

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:

03/26/2014	In ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW: Not heard.

CAAB 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.

CA AB 1639

AUTHOR: Grove [R]
TITLE: Global Warming Solutions Act of 2006:Greenhouse Gas
INTRODUCED: 02/11/2014
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:

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.

STATUS:

02/20/2014 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 1674

AUTHOR: Bigelow [R]
TITLE: Vended Water
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/12/2014
LAST AMEND: 03/28/2014
DISPOSITION: Pending
COMMITTEE: Assembly Environmental Safety and Toxic Materials Committee
HEARING: 04/29/2014 1:30 pm
SUMMARY:

Amends existing law that prescribed various quality and labeling standards for bottled water and vender water, including mineral water, and limits the levels of certain contaminants that may be contained in those water products. Exempts a water-vending machine from those requirements if the drinking water vended by the machine derives from a groundwater basis that does not exceed the maximum contaminant levels.

STATUS:

03/28/2014 To ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS.

03/28/2014 From ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS with author's amendments.

03/28/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS.

CA AB 1690

AUTHOR: Gordon [D]
TITLE: Local Planning: Housing Elements
INTRODUCED: 02/13/2014
DISPOSITION: Pending
COMMITTEE: Assembly Housing and Community Development Committee

HEARING: 04/30/2014 9:00 am
SUMMARY:
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.
STATUS:
02/20/2014 To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.

CA AB 1696

AUTHOR: Wieckowski [D]
TITLE: Energy Alternatively Fueled Vehicles: Incentives
INTRODUCED: 02/13/2014
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee
SUMMARY:
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.
STATUS:
04/01/2014 Re-referred to ASSEMBLY Committee on TRANSPORTATION.

CA AB 1705

AUTHOR: Williams [D]
TITLE: Public Contracts: Payment
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 02/13/2014
LAST AMEND: 03/28/2014
DISPOSITION: Pending
LOCATION: Assembly Accountability and Administrative Review Committee
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 a specified percentage on projects that are substantially complex. Requires that the bid documents include details explaining the basis for the finding in addition to the actual retention amount.
STATUS:
03/28/2014 To ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW.
03/28/2014 From ASSEMBLY Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW with author's amendments.
03/28/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW.

CA AB 1707

AUTHOR: Wilk [R]
TITLE: Water Quality: Scientific Peer Review
FISCAL yes

COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/13/2014
LAST AMEND: 03/28/2014
DISPOSITION: Pending
COMMITTEE: Assembly Environmental Safety and Toxic Materials Committee
HEARING: 04/29/2014 1:30 pm
SUMMARY:
Amends existing law that requires the State Water Resources Control Board and the regional water quality control boards to prescribe waste discharge requirements in accordance with the federal national pollutant discharge elimination system permit program. Relates to an external scientific peer review. Adds the adoption of a total maximum daily load to the definition of a rule for the purposes of the provisions.
STATUS:

03/28/2014	To ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS.
03/28/2014	From ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS with author's amendments.
03/28/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS.

CAAB 1711

AUTHOR: Cooley [D]
TITLE: Administrative Procedures Act: Impact Assessment
FISCAL yes
COMMITTEE:
URGENCY no
CLAUSE:
INTRODUCED: 02/13/2014
LAST AMEND: 04/03/2014
DISPOSITION: Pending
COMMITTEE: Assembly Appropriations Committee
HEARING: 04/09/2014 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:

04/03/2014	From ASSEMBLY Committee on APPROPRIATIONS with author's amendments.
04/03/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

CAAB 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
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/21/2014 1:30 pm

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 1724

AUTHOR:	Frazier [D]
TITLE:	Construction Manager/General Contractor: Transit Agency
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/14/2014
LAST AMEND:	03/28/2014
DISPOSITION:	Pending
LOCATION:	Assembly Transportation Committee

SUMMARY:

Authorizes regional transportation agencies to use the Construction Manager/General Contractor project delivery method to design and construct certain projects. Requires such agency after completion of any project using such method to prepare a report that describes each project and relevant data. Requires the report to be posted on the agency's Web site. Requires that agency to comply with prevailing wage provisions and to reimburse any enforcement costs.

STATUS:

03/28/2014	To ASSEMBLY Committee on TRANSPORTATION.
03/28/2014	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
03/28/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 1731

AUTHOR:	Perea [D]
TITLE:	Integrated Regional Water Management Plans: Funding
INTRODUCED:	02/14/2014
DISPOSITION:	Pending
LOCATION:	SENATE

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:

03/28/2014 In ASSEMBLY. Read third time. Passed ASSEMBLY. *****To SENATE. (52-12)

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.

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 Water, Parks and Wildlife Committee
HEARING: 04/29/2014 8:30 am
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:

04/02/2014 From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on WATER, PARKS AND WILDLIFE. (9-0)

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
COMMITTEE: Assembly Transportation Committee
HEARING: 04/21/2014 1:30 pm
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.

CA AB 1813
AUTHOR: Quirk [D]
TITLE: Global Warming Solutions Act of 2006
INTRODUCED: 02/18/2014
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:
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.
STATUS:
02/27/2014 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 1849
AUTHOR: Logue [R]
TITLE: California Environmental Quality Act: Exemptions
INTRODUCED: 02/19/2014
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:
Relates to the California Environmental Quality Act. Exempts from the requirements of CEQA, the maintenance, repair, or replacement of an existing levee.
STATUS:
02/27/2014 To ASSEMBLY Committee on NATURAL RESOURCES.
Priority: High

CA AB 1872
AUTHOR: Stone [D]
TITLE: Transportation Planning
INTRODUCED: 02/19/2014
DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:

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.

STATUS:

02/19/2014 INTRODUCED.

CA AB 1874

AUTHOR: Gonzalez [D]
TITLE: Integrated Regional Water Management Plans: Funding
INTRODUCED: 02/19/2014
LAST AMEND: 03/26/2014
DISPOSITION: Pending
COMMITTEE: Assembly Water, Parks and Wildlife Committee
HEARING: 04/29/2014 8:30 am
SUMMARY:

Requires the Department of Water Resources to develop a streamlined application process for certain regional water management groups. Requires, in order to get water management funds through the process, the group must file a streamlined application that includes specified information. Requires the Department to award funds according to a statutory formula. Requires the group to provide the Department of a list of projects to be funded and the Department to award the funding within a specified time period.

STATUS:

03/26/2014 From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE with author's amendments.

03/26/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on WATER, PARKS AND WILDLIFE.

CA AB 1939

AUTHOR: Daly [D]
TITLE: Public Works: Prevailing Wages: Contractor's Costs
INTRODUCED: 02/19/2014
DISPOSITION: Pending
LOCATION: Assembly Judiciary Committee
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:

04/02/2014 From ASSEMBLY Committee on LABOR AND EMPLOYMENT: Do pass to Committee on JUDICIARY. (6-0)

CA AB 1941

AUTHOR: Holden [D]
TITLE: LA County Metropolitan Transportation Authority
INTRODUCED: 02/19/2014
LAST AMEND: 03/24/2014
DISPOSITION: Pending
LOCATION: Assembly Local Government Committee
SUMMARY:

Relates to the Los Angeles County Metropolitan Transportation Authority. Provides that the Board of Directors consists of an unspecified number of members, including an unspecified number of public members appointed by the Mayor of the City of Los Angeles and an unspecified number of members appointed from other cities in the county.

STATUS:

03/24/2014	From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.
03/24/2014	In ASSEMBLY. Read second time and amended. Re-referred to 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.

CAAB 1963

AUTHOR: Atkins [D]
TITLE: Redevelopment
INTRODUCED: 02/19/2014
DISPOSITION: Pending
COMMITTEE: Assembly Local Government Committee
HEARING: 04/09/2014 1:30 pm
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.

CAAB 1970

AUTHOR: Gordon [D]
TITLE: Global Warming Solutions Act: Community Investment
INTRODUCED: 02/19/2014
DISPOSITION: Pending
COMMITTEE: Assembly Natural Resources Committee
HEARING: 04/07/2014 1:30 pm
SUMMARY:
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.
STATUS:

03/03/2014	To ASSEMBLY Committees on NATURAL RESOURCES and LOCAL GOVERNMENT.

CAAB 1991

AUTHOR: Morrell [R]
TITLE: Construction-Related Accessibility Claims
INTRODUCED: 02/20/2014

DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:
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.
STATUS:
02/20/2014 INTRODUCED.

CA AB 1999

AUTHOR: Atkins [D]
TITLE: Personal Income and Corporation Taxes: Rehabilitation
INTRODUCED: 02/20/2014
LAST AMEND: 04/01/2014
DISPOSITION: Pending
LOCATION: Assembly Revenue and Taxation Committee
SUMMARY:
Allows a credit against the Personal Income Tax and the Corporation Tax laws in an amount, determined pursuant to a specified section of the Internal Revenue Code, that is paid or incurred during the taxable year for rehabilitation of certified historic structures. Provides for a credit of specified percentage if the structure meets specified criteria.
STATUS:
04/01/2014 From ASSEMBLY Committee on REVENUE AND TAXATION with author's amendments.
04/01/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on REVENUE AND TAXATION.

CA AB 2008

AUTHOR: Quirk [D]
TITLE: Environmental Quality Act: Infill: Goods Movement
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/20/2014
LAST AMEND: 03/28/2014
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY:
Requires the Office of Planning and Research to prepare, develop, and transmit to the Natural Resources Agency, and the Secretary of the Agency to certify and adopt, guidelines for the implementation of the State Environmental Quality Act by public agencies. Requires the guidelines to be revised to include as a statewide standard for infill projects the goal of minimizing the impacts of good movement on air quality, traffic, and public safety through dedicated loading and unloading commercial space.
STATUS:
03/28/2014 To ASSEMBLY Committee on NATURAL RESOURCES.
03/28/2014 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
03/28/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

CA AB 2013	**AUTHOR:**	Muratsuchi [D]
	TITLE:	Vehicles: High-Occupancy Vehicle Lanes
	INTRODUCED:	02/20/2014
	LAST AMEND:	04/02/2014
	DISPOSITION:	Pending
	FILE:	22
	LOCATION:	Assembly Third Reading File
	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:

04/03/2014 In ASSEMBLY. Read second time. To third reading.

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:	Toll Facilities
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/20/2014
	LAST AMEND:	03/28/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/21/2014 1:30 pm
	SUMMARY:	

Amends existing law that authorizes certain toll facilities on public highways. Authorizes a toll facility to be initially implemented on a public highway only if the toll facility is

approved by a vote of the electorate in the area service by the facility. Defines area and public highway and toll facilities for these purposes.

STATUS:

03/28/2014	To ASSEMBLY Committee on TRANSPORTATION.
03/28/2014	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
03/28/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 2040

AUTHOR: Garcia [D]
TITLE: Public Official Compensation
INTRODUCED: 02/20/2014
DISPOSITION: Pending
LOCATION: Assembly Appropriations Committee
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:

04/02/2014	From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass to Committee on APPROPRIATIONS. (7-0)

CAAB 2043

AUTHOR: Bigelow [R]
TITLE: Safe Clean and Reliable Drinking Water Supply Act
INTRODUCED: 02/20/2014
DISPOSITION: Pending
COMMITTEE: Assembly Water, Parks and Wildlife Committee
HEARING: 04/29/2014 8:30 am
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.

CAAB 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: State Global Warming Solutions Act: Scoping Plan
INTRODUCED: 02/20/2014

LAST AMEND: 03/26/2014
DISPOSITION: Pending
COMMITTEE: Assembly Natural Resources Committee
HEARING: 04/07/2014 1:30 pm
SUMMARY:
Relates to the State Global Warming Solutions Act of 2006 which requires the State Air Resources Board to include specified elements when updating the scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gases. Requires the Board to include specified elements when updating the scoping plan. Establishes a Scoping Plan Advisory Panel to submit a report evaluating and reporting key findings and recommendations on the update of the scoping plan.
STATUS:

03/26/2014	From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
03/26/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

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
COMMITTEE: Assembly Natural Resources Committee
HEARING: 04/07/2014 1:30 pm
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: 03/27/2014
DISPOSITION: Pending
COMMITTEE: Assembly Appropriations Committee
HEARING: 04/09/2014 9:00 am
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:

03/27/2014	In ASSEMBLY. Read second time and amended. Re-referred to

Committee on APPROPRIATIONS.

CA AB 2119	**AUTHOR:**	Stone [D]
	TITLE:	Local Transaction and Use Taxes
	INTRODUCED:	02/20/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Local Government Committee
	HEARING:	04/09/2014 1:30 pm

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.

CA AB 2123	**AUTHOR:**	Buchanan [D]
	TITLE:	Vehicles: High-Occupancy Vehicle Lanes
	FISCAL COMMITTEE:	no
	URGENCY CLAUSE:	no
	INTRODUCED:	02/20/2014
	DISPOSITION:	Pending
	LOCATION:	ASSEMBLY

SUMMARY:

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.

STATUS:

02/20/2014 INTRODUCED.

CA AB 2137	**AUTHOR:**	Quirk [D]
	TITLE:	Small Business Energy Efficiency Incentive Program
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/20/2014
	LAST AMEND:	03/28/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Utilities and Commerce Committee
	HEARING:	04/21/2014 3:00 pm

SUMMARY:

Requires to the Small Business Energy Efficiency Incentive Program to provide rebates to small business for eligible equipment that meets the appliance efficiency standards established by the commission and reduces the electricity usage of the small business. Requires the commission to identify excess moneys available for energy efficiency programs that it administers and would require those excess moneys be transferred to the fund. Relates to an electric or gas product.

STATUS:

03/28/2014 To ASSEMBLY Committees on UTILITIES AND COMMERCE

		and NATURAL RESOURCES.
	03/28/2014	From ASSEMBLY Committee on UTILITIES AND COMMERCE with author's amendments.
	03/28/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on UTILITIES AND COMMERCE.

CA AB 2176	**AUTHOR:**	Perez J [D]
	TITLE:	Governor's Office of Business and Economic Development
	INTRODUCED:	02/20/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Jobs, Economic Development, and The Economy Committee
	HEARING:	04/22/2014 9:00 am

SUMMARY:

Requires GO-Biz to perform described activities and to develop recommendations for an economic development strategic plan for the state.

STATUS:

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

CA AB 2193	**AUTHOR:**	Gordon [D]
	TITLE:	Habitat Restoration and Enhancement Act
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/20/2014
	LAST AMEND:	04/02/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Water, Parks and Wildlife Committee
	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:

04/02/2014	From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE with author's amendments.
04/02/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on WATER, PARKS AND WILDLIFE.

CA AB 2197	**AUTHOR:**	Mullin [D]
	TITLE:	Vehicles: Temporary License Plates
	INTRODUCED:	02/20/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Transportation Committee
	HEARING:	04/21/2014 1:30 pm

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 COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/20/2014
LAST AMEND: 03/26/2014
DISPOSITION: Pending
COMMITTEE: Assembly Business, Professions and Consumer Protection Committee
HEARING: 04/22/2014 9:00 am
SUMMARY:
Requires the building standards for the construction, installation and alteration of solar energy systems, be adopted and published in the State Building Standards Code by State Building Standards Commission no later than a specified date.
STATUS:
03/26/2014 From ASSEMBLY Committee on BUSINESS, PROFESSIONS & CONSUMER PROTECTION with author's amendments.
03/26/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on BUSINESS, PROFESSIONS & CONSUMER PROTECTION.

CA AB 2250

AUTHOR: Daly [D]
TITLE: Toll Facilities: Revenues
INTRODUCED: 02/21/2014
LAST AMEND: 03/24/2014
DISPOSITION: Pending
COMMITTEE: Assembly Transportation Committee
HEARING: 04/21/2014 1:30 pm
SUMMARY:
Requires the Department of Transportation when entering into a cooperative agreement with a local agency for a managed land on the State highway system, to ensure that any revenues from a managed land that is administered by a local agency remains available for expenditure within the respective corridor in which the managed lane is located.

STATUS:

03/24/2014	From ASSEMBLY Committee on TRANSPORTATION with author's amendments.
03/24/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 2280

AUTHOR: Alejo [D]
TITLE: Community Revitalization and Investment Authorities
INTRODUCED: 02/21/2014
DISPOSITION: Pending
FILE: 8
LOCATION: Assembly Second Reading File
SUMMARY:
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.
STATUS:

04/02/2014	From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass as amended to Committee on APPROPRIATIONS. (8-1)

CA AB 2281

AUTHOR: Hagman [R]
TITLE: State Air Resources Board: Public Utilities Commission
INTRODUCED: 02/21/2014
DISPOSITION: Pending
COMMITTEE: Assembly Natural Resources Committee
HEARING: 04/07/2014 1:30 pm
SUMMARY:
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.
STATUS:

03/06/2014	To ASSEMBLY Committees on NATURAL RESOURCES and UTILITIES AND COMMERCE.

CA AB 2290

AUTHOR: Perez J [D]
TITLE: California Infrastructure and Economic Development Bank
INTRODUCED: 02/21/2014
DISPOSITION: Pending
COMMITTEE: Assembly Jobs, Economic Development, and The Economy Committee
HEARING: 04/22/2014 9:00 am
SUMMARY:
Relates to the California Infrastructure and Economic Development Bank in the Governor's 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
	COMMITTEE:	Assembly Natural Resources Committee
	HEARING:	04/07/2014 1:30 pm

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 Agencies: Streets and Highways: Recycled Material
	INTRODUCED:	02/21/2014
	LAST AMEND:	04/01/2014
	DISPOSITION:	Pending
	COMMITTEE:	Assembly Local Government Committee
	HEARING:	04/09/2014 1:30 pm

SUMMARY:

Requires a local agency 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 regularly scheduled public hearing of the local agency's legislative or other governing body.

STATUS:

04/01/2014	From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.
04/01/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.

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:	Workers Compensation: Payments: Public Safety Employees
	FISCAL	no
	COMMITTEE:	
	URGENCY	no

CLAUSE:
INTRODUCED: 02/21/2014
LAST AMEND: 03/28/2014
DISPOSITION: Pending
LOCATION: Assembly Insurance Committee
SUMMARY:
Relates to workers' compensation, payments and public safety employees. Deletes all references to the entitlement to a vocational rehabilitation maintenance allowance as an alternative to temporary disability. Relates to peace officers and members of the Highway Patrol.
STATUS:

03/28/2014	To ASSEMBLY Committee on INSURANCE.
03/28/2014	From ASSEMBLY Committee on INSURANCE with author's amendments.
03/28/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on INSURANCE.

CA AB 2390

AUTHOR: Muratsuchi [D]
TITLE: Low Carbon Fuel Standard: Green Credit Reserve
INTRODUCED: 02/21/2014
DISPOSITION: Pending
COMMITTEE: Assembly Natural Resources Committee
HEARING: 04/07/2014 1:30 pm
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
LAST AMEND: 03/27/2014
DISPOSITION: Pending
LOCATION: Assembly Local Government Committee
SUMMARY:
Authorizes a local agency, in the County of San Diego, 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:

03/27/2014	From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.
03/27/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.

CA AB 2415

AUTHOR: Ting [D]
TITLE: Energy: Electric Vehicle Charging Station: Grants
INTRODUCED: 02/21/2014

LAST AMEND: 04/03/2014
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:
04/03/2014 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments.
04/03/2014 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

CA AB 2445 **AUTHOR:** Chau [D]
TITLE: Community Colleges: Transportation Fees
INTRODUCED: 02/21/2014
DISPOSITION: Pending
FILE: 26
LOCATION: Assembly Third Reading File
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:
04/03/2014 In ASSEMBLY. Read second time. To third reading.

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: Clean, Safe, and Reliable Drinking Water Act of 2014
INTRODUCED: 02/21/2014
LAST AMEND: 03/24/2014
DISPOSITION: Pending
LOCATION: Assembly Rules Committee
SUMMARY:
Repeals the Safe, Clean, and Reliable Drinking Water Act of 2012 that would authorize the issuance of bonds to finance a safe drinking water and water supply reliability program via a bond act if passed by the voters at a statewide general election. Enacts the Clean, Safe, and Reliable Drinking Water Act of 2014 to authorize bonds in a specified amount to finance a clean, safe, and reliable drinking water program if passed by the voters at a

statewide general election.
STATUS:
04/03/2014 Re-referred to ASSEMBLY Committee on RULES.

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.

CA AB 2568 **AUTHOR:** Bloom [D]
TITLE: Los Angeles Metropolitan Transportation Authority
INTRODUCED: 02/21/2014
DISPOSITION: Pending
LOCATION: Assembly Local Government Committee
SUMMARY:
Prohibits a chief executive officer from accepting employment with certain companies, vendors, or business entities within one year of leaving the Los Angeles Metropolitan Transportation Authority.
STATUS:
03/13/2014 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 2574 **AUTHOR:** Rodriguez [D]
TITLE: Metro Gold Line Foothill Extension Authority
INTRODUCED: 02/21/2014
LAST AMEND: 03/17/2014
DISPOSITION: Pending
LOCATION: Assembly Rules Committee
SUMMARY:
Amends existing law that creates the Metro Gold Line Foothill Extension Construction Authority for purposes of the development of a light rail project from the City of Los Angeles to the cities of Pasadena and Montclair to provide the extension is to the City of Ontario, instead of the City of Montclair. Grants the Los Angeles County Metropolitan Transportation Authority the authority to operate the portion of the light rail project that extends the project to the LA/Ontario International Airport.
STATUS:
03/20/2014 Re-referred to ASSEMBLY Committee on RULES.

CA AB 2629 **AUTHOR:** Bloom [D]
TITLE: Conservation and Mitigation Banks: Report
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 02/21/2014
LAST AMEND: 03/28/2014

DISPOSITION: Pending
COMMITTEE: Assembly Water, Parks and Wildlife Committee
HEARING: 04/29/2014 8:30 am
SUMMARY:
Relates to conservation and mitigation banks. Requires the Department of Fish and Wildlife to include in a specified annual report the number of bank applications received for a proposed bank site that is concurrently a federally approved conservation or mitigation bank.
STATUS:

03/28/2014	To ASSEMBLY Committee on WATER, PARKS AND WILDLIFE.
03/28/2014	From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE with author's amendments.
03/28/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on WATER, PARKS AND WILDLIFE.

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, expect 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
COMMITTEE: Assembly Transportation Committee
HEARING: 04/21/2014 1:30 pm
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.

CA AB 2652	**AUTHOR:**	Linder [R]
	TITLE:	Increased Revenues: Appropriation
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/21/2014
	LAST AMEND:	03/28/2014
	DISPOSITION:	Pending
	LOCATION:	Assembly Budget Committee

SUMMARY:

Provides procedures regarding the calculation of any increase in the State's General Fund. Appropriates the amount of any increase in General Fund revenues to meet the State's minimum funding obligation for apportionment to school districts and community college districts. Provides that any remaining funds would be appropriated to the Budget Stabilization Account and for repayment of outstanding loans from transportation funds and accounts to the General Fund. Requires to funds for local streets and roads.

STATUS:

03/28/2014	To ASSEMBLY Committee on BUDGET.
03/28/2014	From ASSEMBLY Committee on BUDGET with author's amendments.
03/28/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on BUDGET.

CA AB 2653	**AUTHOR:**	Linder [R]
	TITLE:	Transportation Finance
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/21/2014
	LAST AMEND:	03/28/2014
	DISPOSITION:	Pending
	LOCATION:	Assembly Budget Committee

SUMMARY:

Relates to provisions of the Constitution which restrict the use of certain fuel excise tax revenues. Deletes certain provisions allocating revenues derived from an increased motor vehicle fuel excise tax to State Highway Account reimbursement, the State Transportation Improvement Program, and the State Highway Operations and Protection Program. Provides for apportionment to cities and counties by the Controller. Deletes a specified transfer of revenues to the Transportation Debt Service Fund.

STATUS:

03/28/2014	To ASSEMBLY Committee on BUDGET.
03/28/2014	From ASSEMBLY Committee on BUDGET with author's amendments.
03/28/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on BUDGET.

CA AB 2686	**AUTHOR:**	Perea [D]
	TITLE:	Clean, Safe, and Reliable Water Supply Act of 2014
	INTRODUCED:	02/21/2014
	LAST AMEND:	03/25/2014

DISPOSITION: Pending
COMMITTEE: Assembly Water, Parks and Wildlife Committee
HEARING: 04/29/2014 8:30 am
SUMMARY:
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 voters, would authorize the issuance of bonds in an unspecified amount, 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.
STATUS:

03/25/2014	From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE with author's amendments.
03/25/2014	In ASSEMBLY. Read second time and amended. Re-referred to Committee on WATER, PARKS AND WILDLIFE.

CA AB 2702

AUTHOR: Gonzalez [D]
TITLE: Highways
INTRODUCED: 02/21/2014
DISPOSITION: Pending
LOCATION: ASSEMBLY
SUMMARY:
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.
STATUS:

02/21/2014	INTRODUCED.

CA ACA 1

AUTHOR: Donnelly [R]
TITLE: Administrative Regulations: Legislative Approval
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
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 COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 01/22/2013
DISPOSITION: Pending

BRD1405a4-wvs

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 COMMITTEE:	no
	URGENCY CLAUSE:	no
	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.

CA SB 1	**AUTHOR:**	Steinberg [D]
	TITLE:	Sustainable Communities Investment Authority
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	12/03/2012
	LAST AMEND:	09/03/2013
	DISPOSITION:	Pending
	FILE:	A-5
	LOCATION:	Senate Inactive File

SUMMARY:
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.
STATUS:
09/12/2013 In SENATE. To Inactive File.

CA SB 11

AUTHOR: Pavley [D]
TITLE: Alternative Fuel and Vehicle Technologies: Funding
FISCAL COMMITTEE: yes
URGENCY CLAUSE: yes
INTRODUCED: 12/03/2012
LAST AMEND: 09/06/2013
DISPOSITION: Pending
LOCATION: Assembly Transportation Committee
SUMMARY:
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.
STATUS:
09/11/2013 In ASSEMBLY Committee on TRANSPORTATION: Not heard.

CA SB 33

AUTHOR: Wolk [D]
TITLE: Infrastructure Financing Districts: Voter Approval
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 12/03/2012
LAST AMEND: 08/26/2013
DISPOSITION: Pending
FILE: A-13
LOCATION: Assembly Inactive File
SUMMARY:
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 69

AUTHOR: Roth [D]
TITLE: School Finance: New Pupil Funding Formula
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/10/2013
LAST AMEND: 09/12/2013
DISPOSITION: Pending
LOCATION: Assembly Rules Committee
SUMMARY:
Revises provisions related to the public school finance system. Requires state funding for

county superintendents of schools, school districts and charter schools that previously received a general-purpose entitlement, to be calculated using a local control funding formula. Requires local boards to adopt a local control and accountability plan that aligns with the annual budget and contains elements developed in consultation with stakeholders. Provides for pupils under supervision of the juvenile court.

STATUS:

09/12/2013	From ASSEMBLY Committee on RULES with author's amendments.
09/12/2013	In ASSEMBLY. Read second time and amended. Re-referred to Committee on RULES.

CA SB 133		
	AUTHOR:	DeSaulnier [D]
	TITLE:	Redevelopment
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	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.

CASB 176		
	AUTHOR:	Galgiani [D]
	TITLE:	Administrative Procedures
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	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.

CA SB 628	**AUTHOR:**	Beall [D]
	TITLE:	Infrastructure Financing: Transit Priority Projects
	FISCAL COMMITTEE:	no
	URGENCY CLAUSE:	no
	INTRODUCED:	02/22/2013
	LAST AMEND:	08/05/2013
	DISPOSITION:	Pending
	FILE:	A-57
	LOCATION:	Senate Inactive File

SUMMARY:

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.

STATUS:

08/19/2013	Withdrawn from Enrollment.
08/19/2013	Ordered Held at SENATE desk.

CA SB 731	**AUTHOR:**	Steinberg [D]
	TITLE:	Environment: California Environmental Quality Act
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/22/2013
	LAST AMEND:	09/09/2013
	DISPOSITION:	Pending
	LOCATION:	Assembly Second Reading File

SUMMARY:

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.

STATUS:

09/11/2013	From ASSEMBLY Committee on LOCAL GOVERNMENT: Do pass as amended. (9-0)

CA SB 785	**AUTHOR:**	Wolk [D]
	TITLE:	Design-Build
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/22/2013
	LAST AMEND:	01/14/2014
	DISPOSITION:	Pending

LOCATION: ASSEMBLY
SUMMARY:
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 COMMITTEE: yes
URGENCY CLAUSE: yes
INTRODUCED: 01/06/2014
LAST AMEND: 03/20/2014
DISPOSITION: Pending
LOCATION: Senate Environmental Quality Committee
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:
03/26/2014 In SENATE Committee on ENVIRONMENTAL QUALITY: Not heard.

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
DISPOSITION: Pending

COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/22/2014 1:30 pm
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
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/22/2014 1:30 pm
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: Vid [R]
TITLE: High-Speed Rail: Property Tax Revenues
INTRODUCED: 01/16/2014
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/22/2014 1:30 pm
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: Vid [R]
TITLE: High-Speed Rail: Private Property: Owner Consent
INTRODUCED: 01/16/2014
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/22/2014 1:30 pm
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 and JUDICIARY.

CA SB 925
AUTHOR: Wright [D]
TITLE: Alameda Corridor Transportation Authority
INTRODUCED: 01/29/2014
DISPOSITION: Pending
LOCATION: Senate Rules Committee
SUMMARY:
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.
STATUS:
03/13/2014 To SENATE Committee on RULES.

CA SB 927
AUTHOR: Cannella [R]
TITLE: Safe, Clean, and Reliable Drinking Water Supply Act
INTRODUCED: 01/29/2014
DISPOSITION: Pending
COMMITTEE: Senate Natural Resources and Water Committee
HEARING: 04/08/2014 9:00 am
SUMMARY:
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.
STATUS:
02/06/2014 To SENATE Committees on NATURAL RESOURCES AND WATER, ENVIRONMENTAL QUALITY and GOVERNANCE AND FINANCE.

CA SB 953
AUTHOR: Roth [D]
TITLE: Vehicles: Parking: Public Grounds
INTRODUCED: 02/06/2014
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/22/2014 1:30 pm
SUMMARY:
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.
STATUS:
02/20/2014 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 969	**AUTHOR:**	DeSaulnier [D]
	TITLE:	Public Works
	INTRODUCED:	02/10/2014
	DISPOSITION:	Pending
	COMMITTEE:	Senate Transportation and Housing Committee
	HEARING:	04/29/2014 1:30 pm
	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]	**SANBAG Position: OPPOSE**
	TITLE:	Transportation Funds: Disadvantaged Small Communities	
	INTRODUCED:	02/12/2014	
	DISPOSITION:	Pending	
	COMMITTEE:	Senate Transportation and Housing Committee	
	HEARING:	05/06/2014 1:30 pm	
	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
	FILE:	76
	LOCATION:	Senate Consent Calendar - First Legislative Day
	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:

04/03/2014 In SENATE. Read second time. To Consent Calendar.

CA SB 1037	**AUTHOR:**	Hernandez E [D]
	TITLE:	Los Angeles County MTA: Transactions and Use Tax
	INTRODUCED:	02/18/2014
	LAST AMEND:	03/24/2014
	DISPOSITION:	Pending
	LOCATION:	Senate Transportation and Housing Committee
	SUMMARY:	

Requires the Los Angeles County Metropolitan Transportation Authority (MTA), prior to submitting an amended transactions and use tax ordinance to the voters, to amend its expenditure plan previously prepared for the voter-approved Measure R transactions and use tax with respect to certain matters relating to projects and programs to be funded under that Measure. Requires the MTA to include that plan in the Long Range Transportation Plan which would include capital projects and capital programs.

STATUS:

03/26/2014 Re-referred to SENATE Committees on TRANSPORTATION AND HOUSING and GOVERNANCE AND FINANCE.

CA SB 1049

AUTHOR: Payley [D]
TITLE: Integrated Regional Water Management Plans
INTRODUCED: 02/18/2014
DISPOSITION: Pending
COMMITTEE: Senate Natural Resources and Water Committee
HEARING: 04/22/2014 9:00 am
SUMMARY:

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.

STATUS:

02/27/2014 To SENATE Committee on NATURAL RESOURCES AND WATER.

CASB 1064

AUTHOR: Hill [D]
TITLE: Public Utilities Commission: Railroads: Safety
INTRODUCED: 02/18/2014
LAST AMEND: 03/24/2014
DISPOSITION: Pending
LOCATION: Senate Second Reading File
SUMMARY:

Enacts similar provisions applicable to National Transportation Safety Board (NTSB) safety recommendations concerning railroads.

STATUS:

04/01/2014 From SENATE Committee on ENERGY, UTILITIES AND COMMUNICATIONS: Do pass as amended to Committee on APPROPRIATIONS. (9-0)

CA SB 1077

AUTHOR: DeSaulnier [D]
TITLE: Vehicles: Vehicle-Miles-Traveled Charges
INTRODUCED: 02/19/2014
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/29/2014 1:30 pm
SUMMARY:

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.

STATUS:

04/01/2014 In SENATE Committee on TRANSPORTATION AND HOUSING: Not heard.

CA SB 1080	**AUTHOR:**	Fuller [R]
	TITLE:	Safe, Clean, and Reliable Drinking Water Supply Act
	INTRODUCED:	02/19/2014
	DISPOSITION:	Pending
	LOCATION:	Senate Rules Committee

SUMMARY:

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.

STATUS:

02/27/2014 To SENATE Committee on RULES.

CA SB 1121	**AUTHOR:**	De Leon [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
	LAST AMEND:	03/24/2014
	DISPOSITION:	Pending
	LOCATION:	Senate Second Reading File

SUMMARY:

Requires the Strategic Growth Council to provide plan financial assistance 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. Relates to model systems. Authorizes grants for agricultural, natural resource, and open space land protection.

STATUS:

04/02/2014 From SENATE Committee on ENVIRONMENTAL QUALITY: Do pass as amended to Committee on RULES. (6-0)

CA SB 1125	**AUTHOR:**	Pavley [D]
	TITLE:	Global Warming Solutions Act: Emissions Reduction
	FISCAL COMMITTEE:	yes
	URGENCY CLAUSE:	no
	INTRODUCED:	02/19/2014
	LAST AMEND:	03/28/2014
	DISPOSITION:	Pending
	LOCATION:	Senate Rules Committee

SUMMARY:

Requires the State Air Resources Board to develop reduction targets for greenhouse gas emissions and short-lived climate pollutions. Requires the Board to report to the Legislature on those targets.

STATUS:

03/28/2014	From SENATE Committee on RULES with author's amendments.
03/28/2014	In SENATE. Read second time and amended. Re-referred to 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 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
LOCATION:	Senate Governance and Finance Committee

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, Bus, and Off-Road Vehicle: Equipment
INTRODUCED:	02/20/2014
LAST AMEND:	03/24/2014
DISPOSITION:	Pending

COMMITTEE: Senate Environmental Quality Conunittee
HEARING: 04/30/2014 9:30 am
SUMMARY:
Creates the California Clean Truck, Bus and Off-Road Vehicle and Equipment Technology Program to be funded from cap and trade revenues, to fund near-zero emission truck, bus, and off-road vehicle and equipment technology and related projects, with preference to be given to projects in disadvantaged communities.
STATUS:
04/01/2014 From SENATE Committee on TRANSPORTATION AND HOUSING: Do pass to Committee on ENVIRONMENTAL QUALITY. (11-0)

CA SB 1250

AUTHOR: Hueso [D]
TITLE: Safe, Clean and Reliable Drinking Water Supply Act
FISCAL COMMITTEE: no
URGENCY CLAUSE: yes
INTRODUCED: 02/20/2014
DISPOSITION: Pending
LOCATION: Senate Rules Committee
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 9:00 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
COMMITTEE: Senate Natural Resources and Water Committee
HEARING: 04/22/2014 9:00 am
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
DISPOSITION: Pending
COMMITTEE: Senate Environmental Quality Committee
HEARING: 04/30/2014 9:30 am
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: School Districts
INTRODUCED: 02/21/2014
LAST AMEND: 03/25/2014
DISPOSITION: Pending
LOCATION: Senate Education Committee
SUMMARY:

Requires a school district, at the next regular update of its Internet Web site, to post on that site a copy of any final public works contract awarded at a specified cost or more.

STATUS:

04/03/2014 Re-referred to SENATE Committee on EDUCATION.

CA SB 1370

AUTHOR: Galgiani [D]
TITLE: Reliable Water Supply Bond Act of 2014
INTRODUCED: 02/21/2014
LAST AMEND: 03/24/2014
DISPOSITION: Pending
COMMITTEE: Senate Natural Resources and Water Committee
HEARING: 04/08/2014 9:00 am
SUMMARY:

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:

03/24/2014 From SENATE Committee on NATURAL RESOURCES AND WATER with author's amendments.

03/24/2014 In SENATE. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES AND WATER.

CA SB 1418

AUTHOR: DeSaulnier [D]
TITLE: Vehicle Weight Fees: Transportation Bond Debt Service
INTRODUCED: 02/21/2014
LAST AMEND: 03/27/2014
DISPOSITION: Pending
COMMITTEE: Senate Transportation and Housing Committee
HEARING: 04/29/2014 1:30 pm
SUMMARY:

Repeals provisions of existing law which allow for the transfer of weight fees on the registration of commercial motor vehicles from the State Highway Account to reimburse the General Fund for debt service on transportation bonds. Requires of specified percentage of the revenues derived from the increase in motor fuel excise taxes to be deposited in the State Highway Account to be allocated to city and county streets and roads, and another percentage to the State Highway Operation and Protection Program.

STATUS:

03/27/2014 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments.

03/27/2014 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING.

CA SB 1433	**AUTHOR:**	Hill [D]	**SANBAG Position: SUPPORT**
	TITLE:	Local Agency Public Construction Act	
	INTRODUCED:	02/21/2014	
	DISPOSITION:	Pending	
	COMMITTEE:	Senate Transportation and Housing Committee	
	HEARING:	04/29/2014 1:30 pm	

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:	Health Care Coverage
	INTRODUCED:	02/21/2014
	LAST AMEND:	03/25/2014
	DISPOSITION:	Pending
	LOCATION:	Senate Rules Committee

SUMMARY:
Allows a small employer health care service plan contract or small employer health benefit plan that does not qualify as a grandfathered health plan under the federal Patient Protection Act to be renewed until a specified date and to continue to be in force until a specified date. Exempts those health care service plan contracts and health benefit plans from various provisions of State law that implement the federal act reforms.

STATUS:

03/26/2014	Withdrawn from SENATE Committee on TRANSPORTATION AND HOUSING.
03/26/2014	Re-referred to SENATE Committee on RULES.

CA SB 1451	**AUTHOR:**	Hill [D]
	TITLE:	Environmental Quality: Mitigation Measures
	INTRODUCED:	02/21/2014
	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 COMMITTEE:	no
	URGENCY CLAUSE:	no
	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: 51
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
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 COMMITTEE:	no
	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.

Congress of the United States
Washington, DC 20515

Help Spur Local Job Creation, Increase Energy Efficiency & Support Local/State Governments

Cosponsor the PACE Assessment Protection Act of 2014

Supported by: California State Association of Counties (CSAC)

March 18, 2014

Original Cosponsors: Thompson(CA),* King (NY), *Sean Patrick Maloney,* Calvert (CA), *Matsui (CA), McNerney (CA)

Dear Colleague,

Please consider joining us as a cosponsor of the bipartisan ***PACE (Property Assessed Clean Energy) Assessment Protection Act of 2014.*** This legislation would stop the misguided overreach of Fannie Mae and Freddie Mac and allow cities, counties and states to offer innovative PACE programs to their citizens.

PACE financing is one of the most creative solutions to our nation's energy crisis and allows home owners, the private sector and local governments the opportunity to work together to meet the economic and environmental needs of our communities. PACE is a local government initiative that helps qualified property owners to finance energy efficiency and renewable energy improvement projects for their homes and businesses through the creation of "special assessment districts." PACE financing allows interested property owners to obtain low-cost, long-term financing, which is repaid through an assessment on their property taxes for up to 20 years.

Since the program's introduction in 2008, it has helped reduce energy costs and increase property values while promoting local job creation and U.S. energy independent at no cost to taxpayers. Recognizing the economic and environmental benefits of the PACE program, 31 states and the District of Columbia have passed PACE enabling legislation, including: **AR,** ***CA, CO, CT, FL, GA, HI, IL, LA, MA, ME, MD, MI, MN, MO, NC, NJ, NV, NH, NM, NY, OH, OK, OR, RI, TX, UT, VT, VA, WI*** and ***WY.***

However, in 2010, the Federal Housing Finance Agency (FHFA) issued policy guidance directing Fannie Mae and Freddie Mac to discontinue guaranteeing mortgages with PACE assessments because of its mischaracterization as a loan and its misplaced concern with the assessment's first-lien position. Because a majority of new mortgages are underwritten by Fannie Mae and Freddie Mac, homeowners have been reluctant to participate in PACE, effectively halting the operation of these programs throughout the country.

That's why we've introduced the PACE Assessment Protection Act of 2014. Our bill would

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allow PACE programs to continue by directing FHFA to rescind its earlier guidance regarding these programs. Our bill would also require that local governments follow prudent underwriting standards to ensure homeowners are able to afford the PACE assessments, thereby protecting Fannie Mae and Freddie Mac from financial risk and allowing local governments to meet the economic and environmental needs of their communities through this innovative program.

Please join us in supporting a commonsense and no-cost alternative to encourage local job creation, support local governments, increase energy efficiency, and jumpstart the economy. For questions about the bill or to co-sponsor, please contact Lakecia Foster (Thompson) at 5-3311 or at Lakecia.Foster@mail.house.gov; Tom Mintz (Maloney) at 5-5441 or at Tom.Mintz@mail.house.gov; or Erin Ingraham (King) at 5-7896 or at Erin.Ingraham@mail.house.gov.

Sincerely,

MIKE THOMPSON
Member of Congress

PETER KING
Member of Congress

SEAN P. MALONEY
Member of Congress

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 16

Date: May 7, 2014

Subject: California Alternative Energy and Advanced Transportation Financing Authority Property Assessed Clean Energy Loss Reserve Program

Recommendation:

1. Authorize the SANBAG Executive Director to prepare and submit an application to participate in the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) Property Assessed Clean Energy (PACE) Loss Reserve Program.

2. Authorize the SANBAG Executive Director to make any necessary changes to the SANBAG HERO Program report and Residential Handbook to be in compliance with the PACE Loss Reserve Program.

Background: In September 2013, the Governor signed Senate Bill 96 into law. This law authorized CAEATFA to establish a PACE Loss Reserve Program to address concerns raised by the Federal Housing Finance Agency (FHFA). In July 2010, FHFA raised concerns regarding the effects of PACE assessments on mortgages held by Fannie Mae and Freddie Mac. Due to these concerns PACE programs in Sonoma County and Riverside County developed disclosures to property owners stating that the lender may require the pay-off of the assessment prior to the sale or re-financing of a property. This is the same model used by SANBAG in establishing our PACE program, known as HERO.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1405b-dab

That Reserve Program established on March 10, 2014 as a $10 million mortgage loss reserve program administered by CAEATFA. The Reserve Program will be used to make first mortgage lenders whole for any direct losses incurred due to the existence of a PACE lien on a property during a foreclosure or forced sale. This has the effect of putting first mortgage lenders in the same financial position they would have been in without the existence of a PACE loan.

The benefit from this Reserve Program is to address the concerns of FHFA and make PACE Programs more attractive for other agencies to participate. As more agencies participate, there are more potential investors to buy the bonds that PACE programs sell to finance property improvements. With more willing investors, the likelihood of better and lower interest rates increases which ultimately leads to lower costs for the property owners.

In order for SANBAG to participate in this Reserve Program, some changes will need to be made to the Program Report and Residential Program Handbook adopted when SANBAG created its HERO Program.

One change is that CAEATFA will charge an administrative fee of 0.25% for each new assessment to cover its administrative expenses. CAEATFA calculated the amount of the administrative fee on the need to administer the Reserve Program from day one through 20 years after the last assessment is enrolled in the program. The administrative fee is intended to cover CAEATFA's administrative charges and will not be used to replenish the Reserve Program. In order to accommodate this administrative fee, SANBAG will need to increase its administrative charges by 0.25% so that we may submit payments on a semi-annual basis for all of the assessments that we enroll in the Reserve Program.

This fee increase to pay for the Reserve Program will be partially offset by a decrease in the current reserve fund assessed by the HERO Program Trustee, Deutsche Bank. The HERO Program Trustee currently assesses 0.27% for a reserve fund to protect the Trustee in case of a default and that amount will be decreased by 0.12% for a new reserve fund assessment of 0.15%. The net increase to participating property owners would end up being 0.13%.

Another change is that the underwriting criteria for the SANBAG HERO Program will need to be adjusted in order for our program to qualify for the Reserve Program. Currently, the underwriting criteria for the SANBAG HERO Program allow for property owners to finance improvements up to 15% of the property value as long as the property does not go over 100% of the market value. In order to participate in the Reserve Program that 15% limit will need to be reduced to 10%. The potential impact is to eliminate a small percentage of larger improvement projects like solar or whole house retrofits.

Even though the Reserve Program was just implemented, all of the properties currently in the SANBAG HERO Program will be grandfathered in and covered at no additional cost if SANBAG submits an application to join the Reserve Program by June 8, 2014.

Financial Impact: If approved, SANBAG will add 0.25% to the administrative fees collected from property owners as part of their closing costs in order to offset the administrative fee charged by CAEATFA and decrease the reserve assessment collected by the HERO Program Trustee by 0.12%. This will result in a net increase to property owners of 0.13%. The average improvement funded by HERO is $17,000 and this change would add $22.10 to the amount financed by the property owner. This will result in no net impact to the SANBAG budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on April 16, 2014.

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

Governments
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TRANSPORTATION MEABURE I

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

Minute Action

AGENDA ITEM: 17

Date: May 7, 2014

Subject: Request for Proposals (RFP) for Public Outreach Services for the Interstate 10 (I-10) and Interstate 15 (I-15) Corridor Projects

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

Authorize and approve release of Request for Proposal 14150 for the performance of public outreach services on the I-10 Corridor from the Los Angeles County Line to Ford Street in Redlands, and on the I-15 Corridor from the Riverside County line to US-395 in Hesperia.

Background: At the December 2013 Board meeting, approval was given to complete the Preliminary Engineering and Environmental Studies (PA/ED) for the High Occupancy Vehicle (HOV) and Express Lanes alternatives on the I-10 Corridor Project, and to initiate the PA/ED for an Express Lanes alternative on the I-15 Corridor Project. Because of the significance these two projects hold for improving regional mobility and expanding travel options, the services of a consultant team to undertake a coordinated, multi-tiered public outreach program to generate public involvement and educational opportunities for both corridors is required. This process not only ensures that the environmental review of corridor alternatives will undergo rigorous public scrutiny and review, it also provides

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1405b-jm

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Requests%20for%20Proposals%20RFPs/RFP14150%20Scope%20of%20Services.docx

avenues to educate the public about each alternative and its potential impacts to daily travel.

Although HOV lanes are generally widespread and have become part of many people's daily travel options, Express Lanes are a fairly new concept and are not widely understood by the general public. This level of understanding can hamper the future decision-making process in selecting a build alternative for these two corridors.

By issuing this RFP, SANBAG would solicit proposals from consultants to provide coordinated public outreach services on both projects. Upon Board approval, this RFP will be issued with the goal of awarding a consultant contract by fall 2014. It is anticipated this work will extend for about four years through the completion of the CEQA/NEPA environmental process for both projects.

The public outreach work will focus on providing education about the similarities and differences between Express Lanes and HOV lanes through the use of conventional techniques, including Community Advisory Groups (CAGs), public briefings, town hall meetings, educational forums, workshops, and mailers and flyer distribution. This outreach will be augmented by a robust social media/electronic technology element which will include a Web page that utilizes a variety of two-way communication and feedback elements. Public participation is an essential building block for evaluating the project alternatives, and for selecting a facility that will meet the needs and expectations of the traveling public for decades to come.

The public outreach for both these corridors, up to this point, has been provided by a subconsultant for the I-10 Corridor PA/ED consultant. Moving forward, to ensure that a consistent message is delivered for users and residents on both corridors, it is important that the public outreach consultant be a direct report to SANBAG. Staff recommends approval of the issuance of this RFP.

Financial Impact: This item is consistent with the proposed Fiscal Year 2014/2015 budget under Task Number 0850.

Reviewed By: This item was reviewed and recommended for approval (19-1-0; Opposed: Yates), with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. The scope of work and agenda item have been reviewed by SANBAG's Contract Administrator and General Counsel.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1405b-jm

SCOPE OF WORK
PUBLIC OUTREACH SERVICES FOR THE I-10 AND I-15 CORRIDOR PROJECTS

1.0 SCOPE

The scope of services to be provided under this contract includes the necessary tasks and activities that are required to provide a comprehensive public outreach effort during the Project Approval and Environmental Document (PA/ED) phase of the I-10 and the I-15 Corridor Projects as described below.

CONSULTANT shall coordinate with project stakeholders, which include: the Cities along the I-10 and I-15 Corridor, the County of San Bernardino, Caltrans, SANBAG, and other consultants under contract to SANBAG supporting the I-10 and I-15 Corridor Projects. Additionally, CONSULTANT shall coordinate with adjacent agencies operating Express Lanes, including Riverside County Transportation Commission (RCTC) and Los Angeles County Metropolitan Transportation Authority (MTA).

Many of the listed tasks have been initiated under an earlier public outreach contract, and the CONSULTANT shall work to transition and continue these tasks in a seamless manner.

2.0 BACKGROUND INFORMATION

San Bernardino Associated Governments (SANBAG) and the California Department of Transportation (Caltrans) are undertaking two distinct but interrelated studies. The Interstate 10 (I-10) Corridor Project Team is performing preliminary engineering and preparing the California Environmental Quality Act (CEQA) and National Environmental Policy (NEPA) studies that will evaluate two construction alternatives: a High Occupancy Vehicle (HOV) Lane Alternative and an Express Lane Alternative. The I-15 Corridor Project has not entered the CEQA/NEPA environmental process, but it is in the process of finalizing the Project Study Report (PSR) for an Express Lane Alternative between Route 60 (SR-60) and Route 210 (SR-210), and SANBAG will initiate PA/ED in Fall 2014. In addition, a Feasibility Study is being finalized for the portion of I-15 between SR-210 and US-395.

Because of the significance these two projects hold for improving regional mobility and expanding travel options, SANBAG is seeking the services of a consultant team to undertake a multi-tiered, multiyear public outreach program to generate public involvement and educational opportunities. This process not only ensures that the environmental review of corridor alternatives will undergo rigorous public scrutiny and review, it also provides avenues to educate the public about each alternative and its potential impacts to daily travel. The outcome of this partnership between SANBAG and the public will be the development of, and support for, a facility that will meet the needs and expectations of the traveling public for decades to come.

The outreach actions to be undertaken should focus on providing education about the similarities and differences between Express Lanes and HOV lanes through the use of conventional techniques,

including Community Advisory Groups (CAGs), public briefings, town hall meetings, educational forums, workshops, and mailers and flier distribution. This outreach should be augmented by a robust social media/electronic technology element which, at its center, will highlight a Web page that includes a variety of two-way communication and feedback elements.

2.1 Project Information

The I-10 and I-15 Corridor Projects, which are in different planning and development phases, are summarized below:

Interstate 10 (I-10) Corridor Project – Project Approval/Environmental Document (PA/ED) Phase: An environmental document (ED) for the I-10 corridor was started In 2007. During that time, only HOV alternatives were being considered for improvement of the corridor from Haven Avenue in Ontario to Ford Street in Redlands for a total of 25 miles. In 2009, SANBAG began preliminary feasibility studies for adding Express Lanes on I-10, and the SANBAG Board approved the study of an Express Lanes alternative for the I-10 Corridor Project In 2011. Therefore, the overall I-10 Corridor Project limits were extended an additional 8 miles west to the Los Angeles/San Bernardino county line for a total of 33 miles. The I-10 Corridor Project will study both HOV and Express Lanes alternatives. The 25-mile HOV aiternative would extend the existing single-lane HOV system from Ontario to Redlands. The 33-mile Express Lanes alternative would modify the existing single-lane HOV for 8 miles from the Los Angeles/San Bernardino county line to Haven Avenue in Ontario to be operated as an Express Lane with the addition of a second Express Lane each way for this segment, and It would add two Express Lanes in each direction from Haven Avenue to Ford Street in Redlands. Circulation of the Draft Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) is anticipated during late 2015, and Environmental Approval is anticipated in late 2017.

Interstate 15 (I-15) Corridor Project –Project Study Report (PSR) – Project Development Support (PDS) Phase: The overall I-15 study area extends from the SR-60 freeway interchange in the northwest corner of Riverside County to US-395 on the western edge of Hesperia In San Bernardino County, a distance of approximately 33 miles. The initial I-15 Corridor Project will evaluate the addition of two Express Lanes from SR-60 in Riverside County to SR-210 in Rancho Cucamonga, a distance of approximately 11 miles. As the project Is anticipated to be constructed wholly within Right of Way, the environmental document is anticipated to be an Initial Study (IS)/Environmental Assessment (EA). The PA/ED process is expected to begin in late 2014, and Environmental Approval is anticipated in late 2017. Future projects will evaluate the addition of two Express Lanes from SR-210 to US-395, and updates related to ongoing SANBAG feasibility studies in this reach shall be included in the public outreach effort.

2.2 Need for Outreach

Although HOV lanes are generally widespread and have become part of many people's daily travel options, Express Lanes are a fairly new concept and are not widely understood by all elected officials, community representatives, and private-sector leaders. This level of understanding can hamper future decision-making as the Express Lanes alternative is currently one of two "build" alternatives being considered as part of the CEQA/NEPA process for the I-10 Corridor Project, and is the only "build" alternative being considered for the I-15 Corridor Project. Public participation is an essential building block for evaluating the project alternatives, so it is critical to establish an understanding of the Express Lanes concept to secure informed public feedback.

3.0 TASKS

CONSULTANT shall work closely with SANBAG staff and the I-10 and I-15 environmental and engineering consultant teams to facilitate community engagement throughout the environmental process. The public outreach program shall contain the key elements outlined below.

3.1 Public Outreach Plan

CONSULTANT shall submit a Public Outreach Plan, which describes the CONSULTANT's approach to the tasks and activities that will be performed during the performance of the WORK.

The Public Outreach Plan should identify the key members of the public outreach team, with an organization chart, and an anticipated schedule for the performance of tasks listed herein. The Public Outreach Plan should also include CONSULTANT's internal Quality Control review process, which should include how deliverables will be developed and reviewed by members of the CONSULTANT team.

CONSULTANT responsibilities shall include:

- Submit Public Outreach Plan for SANBAG review and approval within 60 Days of Award of Contract
- Review and update plan annually or as required by significant projects changes or changes in public outreach approach

3.2 Community Advisory Group (CAG) Meetings

CONSULTANT shall continue the CAG process established by the I-10 Corridor Project public outreach team. With the formation of CAGs, local community leaders who represent the interests along the I-10 and I-15 corridors will generate first-hand feedback regarding the consideration of HOV lanes and Express Lanes along these corridors. Due to the extensive distance covered by the I-10 and I-15 corridors, three CAGs have been formed to optimize community involvement throughout the affected regions. CAGs include West Valley CAG,

East Valley CAG, and High Desert CAG. To ensure high-quality interaction and feedback, the membership for each of the CAGs will be approximately 25 members. CAG members are not limited to those that reside in adjacent communities along the I-10 and I-15 corridor because it is important to generate region-wide involvement from stakeholders representing interests that are far reaching beyond the subject corridor, including the surrounding counties – Los Angeles, Orange, and Riverside.

CAG meetings are anticipated to occur 3 to 4 times per year and are intended to be aligned with the deliverables generated by the project team and key milestones of the project. This will enable SANBAG and the consulting team to inform and update CAG members about the studies that are being conducted, as well as those that have been completed. Through this approach, CAG members will be able to voice some of the issues that the study should consider addressing, as well as receive a synopsis of the results that are being generated by the studies.

CONSULTANT responsibilities shall include:

- Arrange and coordinate the execution of CAG meetings
- Prepare CAG meeting materials and coordinate with SANBAG staff
- Prepare and facilitate all logistics for the CAG meetings, in coordination with SANBAG staff:
  - identify proper venues/scheduling of meetings
  - Meeting format such as formal presentations, open house, other
  - Speakers/presenters
  - Content of presentation material

3.3 Briefings

Briefings are an opportunity-based approach to grassroots outreach with target stakeholder groups. The objective of the briefings is to foster awareness of the projects and encourage the stakeholder groups to distribute project information and future public involvement opportunities to their constituencies. Briefing opportunities with key stakeholders will be coordinated with local governments (including elected officials and City staff, such as City Managers), boards, committees, community-based groups, and other entities. These briefings will allow SANBAG an opportunity to educate organized stakeholder groups on the I-10 and I-15 Corridor Projects. The briefings will be scheduled to inform and provide status updates on the projects to interested stakeholder groups. Briefings will be concentrated around major project milestones, and are expected to average 50 briefings per year.

SANBAG will participate and present at briefings, and will review and approve briefing materials. CONSULTANT responsibilities shall include:

- Arrange and coordinate the execution of briefings
- Coordinate the preparation of collateral materials/informational packets with SANBAG staff
- Prepare and facilitate all logistics for the briefings, in coordination with SANBAG
    - Identify briefing opportunities
    - Coordinate scheduling of briefings and other related logistics
    - Meeting format such as formal presentations, open house, other
    - Speakers/presenters
    - Content of presentation material

3.4 Grassroots Canvassing

CONSULTANT shall lead a Grassroots Canvassing effort to reach members in the communities that may not otherwise be reached via conventional and electronic outreach methods. The objective of the canvassing efforts is to distribute general project information and collect additional stakeholder data that would otherwise not be available. Each community located along the I-10 Corridor Project shall be canvassed by physically visiting the major corridors within that community. More than 600 sites have been canvassed thus far, and the CONSULTANT is expected to build on and continue this effort. Grassroots Canvassing shall be targeted prior to key project milestones and decision points. All information that is collected through the canvassing exercise will be documented in the existing stakeholder database and will be used to generate a digital map with the exact locations that the team has visited.

CONSULTANT responsibilities shall include:

- Investigate key destination points and community centers located throughout the subject project corridors
- Coordinate and prepare flyers, project business cards, and other collateral materials
- Conduct canvassing activities for each community
- Document all of the information collected throughout the corridor
- Develop canvassing map with markers for each site canvassed

3.5 Project Hotline

The I-10 Corridor Project has established a project hotline, which allows stakeholders to listen to a brief status update on the project and record a voicemail with their questions and/or comments. To ensure continual access to two-way communication, CONSULTANT shall continue the hotline previously established for the I-10 Corridor Project throughout the life of the project. This toll-free number will continue to be featured in most collateral materials and will be posted on all electronic communication (i.e., Web site, social media, E-

blast messages). The hotline number is offered in English and Spanish, which are the two most common languages in the project area.

To keep the hotline active and updated, CONSULTANT shall perform the following tasks:

- Regularly update outgoing bilingual (English/Spanish) messages
- Provide basic study information and allow callers to leave a voice message
- Monitor telephone messages left on the telephone hotline on a daily basis
- Maintain a call log, update the stakeholder database, and respond to hotline inquiries within one business day
- Send documented comments to SANBAG for review and response
- Ensure that all comments have received responses from SANBAG
- Notify project management of key issues

3.6 Media Relations

Media relations tasks are intended to maximize positive coverage in the mass media without utilizing direct advertising. These efforts should focus on identifying opportunities for media coverage on positive developments throughout the CEQA/NEPA process for the I-10 and I-15 Corridor Projects. The anticipated media relations tasks include public service announcements (PSAs), opinion editorials (op-eds), and paid advertising of public meeting announcements.

As part of these efforts, CONSULTANT shall prepare a media package that can be made readily accessible to media outlets. The media package may include fact sheets, project information, overview of environmental process, alternatives being considered, and public involvement opportunities. All information generated for these efforts will be incorporated into the project SANBAG Web page, newsletter, and other forms of electronic communication. All media inquiries shall be directed to SANBAG's Public Information Officer.

CONSULTANT shall perform the following tasks:

- Develop PSAs/ press releases and media advisories
- Develop initial media package
- Update media package as required
- Provide paid advertising as required to support the CEQA/NEPA public hearing process as coordinated with the PA/ED team for both the I-10 and I-15 projects
- All media relations deliverables shall be approved by SANBAG's Public Information Officer prior to release

3.7 Newsletters

CONSULTANT shall prepare an electronic newsletter, which shall be disseminated to the Project stakeholders four times per year via email and other forms of electronic communication, including the Project website and SANBAG's existing Facebook and Twitter accounts. The newsletters are intended to provide general Project status updates and an overview of past and upcoming public involvement opportunities. These newsletters may also feature pertinent op-ed articles that were prepared for the I-10 Corridor Project, as well as CAG member profiles and their contribution to enhancing public involvement and input throughout the development of the Project.

CONSULTANT shall perform the following tasks:

- Develop newsletters
- Disseminate newsletters electronically
- SANBAG shall assist with the development of contents for the newsletter, and shall review and approve content.

3.8 Electronic Communication

Email communication, or e-blasts, shall be utilized to quickly distribute electronic information to a large number of target stakeholders. This effective, low-cost option allows the immediate dissemination of general project updates as well as information on upcoming public involvement opportunities. E-blasts will also be utilized for the distribution of newsletters, project materials and other general Project announcements.

CONSULTANT shall perform the following tasks:

- Identify contents that must be distributed electronically
- Develop e-blast messages
- Disseminate e-blast messages to stakeholder database
- Document e-blast messages and share replies with SANBAG staff

3.9 Social Media

CONSULTANT shall utilize existing SANBAG social media accounts, as appropriate, to enhance the distribution of information to project stakeholders and to offer an additional platform for two-way communication with project stakeholders. CONSULTANT shall create additional social media accounts as appropriate to maintain communication with the public. CONSULTANT shall also assist with the monitoring of comments on social media sites that may be pertinent to the I-10 and I-15 Corridor projects.

CONSULTANT shall perform the following tasks:

- Develop contents for posting on social media accounts
- Monitor and maintain social media accounts
- Coordinate all social media activities with SANBAG Public Information staff

3.10 Project Website

An official I-10 Corridor Project Web site has been developed to provide a dynamic platform to share the latest project information and encourage two-way communication with project stakeholders. CONSULTANT shall maintain, update and expand the existing I-10 Corridor Project website, and create a new project website for the I-15 Corridor Project. The websites should include but are not limited to: general project information, project newsletters and videos, CAG updates and minutes, events calendar, online surveys, links to project cities and stakeholder groups, and contact information.

CONSULTANT shall perform the following tasks:

- Maintain and update I-10 Corridor Project Web site contents for the duration of the Project
- Develop I-15 Corridor Project Web site (e.g., domain, interface, and layout)

3.11 Stakeholder Database

CONSULTANT shall ensure that all communication with stakeholders is organized and easily accessible. CONSULTANT shall maintain a comprehensive stakeholder database. SANBAG has established an initial stakeholder database during the development of the CAGs and during the initial public outreach process. CONSULTANT shall review, update, and maintain the database as additional stakeholders are identified throughout the extent of the I-10 and I-15 Corridor Projects.

CONSULTANT shall perform the following tasks:

- Maintain and update I-10 and I-15 stakeholder database

3.12 Public Hearings

Consistent with NEPA and CEQA requirements, up to two formal public hearings for each Corridor Project will be held to solicit public input for the Draft EIS/EIR. These meetings are expected to be held in convenient locations throughout the I-10 and I-15 Corridor Project area.

The PA/ED Team will have the lead in identifying and ensuring that the public hearings address CEQA/NEPA requirements. In support of the preparation and facilitation of the public hearings, the CONSULTANT shall perform the following tasks:

- Provide electronic public notification of meetings (e.g., E-blasts, Web site updates), social media tools (e.g., Facebook, Twitter), and coordinate advertisements
- Prepare and maintain the mailing list and stakeholder database
- Coordinate meeting notices through media, handouts, and bulletin boards, mailings, and flyer distribution
- Coordinate invited stakeholders/accommodation of all interested parties
- Facilitate, manage, and staff the meetings
- Arrange venue and meeting setup
- Ensure that meetings are held in locations that are convenient and are ADA and public transit accessible
- Arrange equipment, including audio/visual equipment and operational assistance
- Prepare collateral materials, speaker cards, agenda, and comment sheets
- Support the PA/ED team in developing poster boards, a PowerPoint presentation, and other project materials for the hearings
- Provide all language services, including live translation and translation of required handouts and informational brochures in English/Spanish and other languages as needed (these can include PowerPoint, presentation boards, signage, comment cards, agendas, sign-in sheets, fact sheets, flyers, and brochures)
- Coordinate meeting agenda topics, speakers, and presentation materials
- Arrange refreshments and snacks for meeting participants
- Document the meeting attendance
- Compile a meeting summary/wrap-up report for all meetings conducted, including outreach performed, meeting program/agenda, presenters, and comments received
- Prepare follow-up action list
- Provide court reporter/transcripts, as appropriate
- Assist with project Web page updates and maintenance
- Prepare an outreach summary report, which should highlight key elements of the outreach effort for the set of public hearings, including details on the aforementioned tasks and other information generated at the hearings. This information includes advertising, local media involvement, overall attendance at each meeting, attendance by elected officials or staff, key issues identified, logistical issues, and summary of comments.

3.13 Public Outreach White Paper

CONSULTANT shall prepare a summary white paper which summarizes and documents all tasks conducted during the performance of the WORK. This Public Outreach White Paper shall document issues of importance, agreement, and concern to the selected Alternative for each project, as voiced during the CAG meetings, briefings and public hearings for each corridor. This document should also include a review synopsis and make recommendations regarding areas of special social, political, and technical interest for use by SANBAG during the implementation of the selected Alternative for each project.

CONSULTANT shall perform the following tasks:

- Develop and submit Public Outreach White Paper following completion of the environmental phase for the I-10 Corridor Project and following completion of the environmental phase for the I-15 Corridor Project.

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San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 18

Date: May 7, 2014

Subject: Interstate 215 (I-215) Segment 3 Landscaping Replacement Project

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

1. Approve a Cooperative Agreement No. C14120 with the State of California Department of Transportation for construction of the I-215 Segment 3 Landscaping Replacement Project; and

2. Authorize advertisement of Request for Proposal (RFP) 14129 for Construction Management Services for the I-215 Segment 3 Landscaping Replacement Project with options to manage future projects on Segments 1, 2 and 5 as design is completed and projects are ready to advertise. It is anticipated design of future projects will be completed at 6 month intervals with no more than two projects in construction at any time.

3. Authorize the Executive Director to execute a purchase order in an amount not to exceed $100,000 for constructability review and preconstruction services.

Background: **These are new Agreements and approvals required to proceed with the construction of the Interstate 215 Segment 3 Landscaping.**

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1405b-pb

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/ContractsWorkInProcess%20Files%20%202014/C14120.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Requests%20for%20Proposals%20RFPs/RFP14129%20Scope%20of%20Work.docx

Recommendation 1: In January 2012 the San Bernardino County Transportation Authority entered into a contract with State of California Department of Transportation (Caltrans) whereby Caltrans was the lead agency for performing acquisition of any right-of-way, preparation of the environmental document, and preliminary and final design of landscaping plans for the corridor segments of the I-215. The final design plans were broken into 4 segments: Segments 1, 2, 3, and 5, all within the City of San Bernardino.

Design is complete on Segment 3, the most southerly segment from Orange Show Road Overcrossing north to the Lytle Creek Channel Undercrossing and federal funding has been identified for the construction of this first segment. Staff is requesting approval of Cooperative Agreement No. C14120 with Caltrans for construction of Segment 3, whereby SANBAG is the sponsor, funding partner, and implementing agency for construction capital and support.

Recommendation 2: SANBAG is requesting authorization to solicit proposals from qualified firms to assist SANBAG with Construction Management Services for the I-215 Segment 3 Landscape Construction Project and establishment of existing planting in the City of San Bernardino from Orange Show Road to the Lytle Creek Channel Undercrossing ("Project"). SANBAG shall maintain the option to amend this contract to include construction management services for three (3) additional segments (segments 1, 2 and 5) along the I-215 corridor. Caltrans Landscape Design plans to release these projects at 6 month intervals. It is anticipated these segments will be ready to list over the next two years with no more than two projects under construction at any given time. This RFP will follow federal guidelines and the award of the contract is contingent upon Caltrans' issuance of a Conformance Letter and correction of any noted deficiencies, as required by Caltrans' Local Assistance Procedures Manual.

Recommendation 3: State or Federally funded Architectural or Engineering contracts are subject to audit. Because federal funds are programmed on this future construction management contract, a pre-award audit is required and can be a lengthy process. The purpose of the requested purchase order would allow a consultant to perform constructability review and preconstruction services prior to the execution of the contract between the firm and SANBAG. The services performed by the firm under the purchase order will not be provided or compensated under the contract, once executed.

The required pre-award audit takes place after the SANBAG audit of the firm's indirect cost rate and entails providing documentation that support certification of the accuracy of the consultant and subconsultant indirect cost rates and the adequacy of their financial management systems. In addition, SANBAG must submit copies of the proposed contract and additional supporting documentation to Caltrans Audits and Investigations for review in conformance with

requirements outlined in the Local Assistance Procedures Manual. After a consultant and agency documentation submittal, Caltrans will review and issue a Conformance Letter within 30 days, noting deficiencies, if any. However, the construction management contract cannot be executed until the Conformance Letter is issued. Therefore, this purchase order is important because it allows necessary preconstruction activity to occur and avoids delay to the advertisement and award of the construction project.

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

Reviewed By: This item was reviewed and recommended for approval (19-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item, the Agreement, and the RFP.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14120 Amendment No. _____

By and Between

State of California Department of Transportation and San Bernardino County Transportation Authority

Contract Description Cooperative Agreement for I-215 Segment 3 Highway Planting Restoration with One year of Plant Establishment and Four years of Plant Maintenance

Board of Director's Meeting Date: May 7, 2014
Overview of BOD Action: Approve Cooperative Agreement
Is this a Sole-Source procurement? ☒ Yes ☐ No

CONTRACT OVERVIEW					
Original Contract Amount	$	0.00	**Original Contingency Amount**	$	0.00
Revised Contract Amount *Inclusive of prior amendments*	$	0.00	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0.00
Current Amendment Amount	$	0.00	**Contingency Amendment**	$	0.00
TOTAL CONTRACT VALUE	$	0.00	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
May 7, 2014	November 30, 2016	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0838.
☐ A Budget Amendment is required.
How are we funding current FY? N/A

☐ 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 _____ %

Tim Kiekler		4-8-14
Project Manager (Print Name)	Signature	Date
Garry Cohoe		4-8-14
Task Manager (Print Name)	Signature	Date
Andrea Zureick		4/9/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		4/8/15
Contract Administrator (Print Name)	Signature	Date
W STAWARSKI		
Chief Financial Officer (Print Name)	Signature	Date

COOPERATIVE AGREEMENT

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a political subdivision of the State of California, referred to hereinafter as SANBAG.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.

2. For the purpose of this Agreement, Highway Planting Restoration with one (1) year Plant Establishment and four (4) year Maintenance, in the City of San Bernardino on Route 215 from Orange Show Road to Lytle Creek Channel Undercrossing (Segment 3) will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.

3. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.

4. This Agreement includes the following PROJECT COMPONENTS:

   - CONSTRUCTION SUPPORT
   - CONSTRUCTION CAPITAL

5. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.

6. The following work associated with this PROJECT has been completed or is in progress:

   - CALTRANS approved the Categorical Exemption on 11/09/12 (Cooperative Agreement No. 08-1523).
   - CALTRANS approved the Categorical Exclusion on 11/09/12 (Cooperative Agreement No. 08-1523).
   - CALTRANS developed the Project Report.
   - CALTRANS developed the Plans, Specifications, and Estimate.
   - CALTRANS developed the Right of Way Certification.

7. In this Agreement capitalized words represent defined terms and acronyms.

8. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

9. SANBAG is SPONSOR for 100% of PROJECT.

10. SANBAG is the only FUNDING PARTNER for this Agreement. SANBAG will fund work activities using local fund sources. PARTNERS agree to amend this Agreement prior to the expenditure of state or federal funds.

11. SANBAG is the IMPLEMENTING AGENCY for:

    - CONSTRUCTION SUPPORT
    - CONSTRUCTION CAPITAL

12. SANBAG is responsible for all WORK except any other responsibilities specifically assigned to CALTRANS in this Agreement.

13. CALTRANS is the CEQA lead agency for PROJECT.

14. CALTRANS is the NEPA lead agency for PROJECT.

15. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right-of-way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

SCOPE

General

16. SANBAG will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

17. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

18. SANBAG will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

19. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the majority approval of the selection team.

20. CALTRANS will issue at no cost, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not perform activities within the SHS right-of-way without an encroachment permit issued in their name.

21. If SANBAG discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and SANBAG will notify CALTRANS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

22. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

    PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

23. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

24. If HM-1 or HM-2 is found during any PROJECT COMPONENT, SANBAG will immediately notify CALTRANS.

25. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

26. If HM-1 is found within PROJECT limits and outside the existing SHS right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. SANBAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule.

27. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

28. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

29. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.

30. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

31. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.

    PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

32. SANBAG will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.

33. If WORK stops for any reason, SANBAG will place PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

34. If WORK stops for any reason, SANBAG will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to SANBAG's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

35. SANBAG will furnish CALTRANS with all relevant deliverables and history files related to PROJECT facilities on the SHS within one hundred eighty (180) days following the completion of each PROJECT COMPONENT.

Environmental Permits, Approvals and Agreements

36. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
NPDES SWRCB	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG	SANBAG

Scope: Construction

37. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

38. SANBAG will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and SANBAG will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, SANBAG may retain such a firm during construction to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

39. SANBAG will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

SANBAG will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right-of-way Certification; and SANBAG verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, SANBAG also accepts responsibility to administer the construction contract.

PARTNERS agree that SANBAG is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

40. SANBAG will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.

41. SANBAG will provide a landscape architect who will be responsible for all landscaping activities within the SHS.

42. Upon completion of construction contract and one (1) year plant establishment period under this Agreement, SANBAG shall assume maintenance and the expense thereof for PROJECT, at its own expense, for a four (4) year plant maintenance period, after which, CALTRANS assumes full responsibility for maintenance.

43. SANBAG's maintenance responsibilities include, but are not limited to, inspection, litter and weed removal, providing emergency repair, replacement, and maintenance of landscaping within PROJECT limits. As part of SANBAG's maintenance responsibilities, during construction of PROJECT and for the one (1) year plant establishment period and for the first two (2) years of the plant maintenance period following construction, SANBAG shall make all necessary arrangements with the local utility company for payment and billing of water supplied for PROJECT, after which time CALTRANS will make arrangements with the utility company to transfer billing and be responsible for payment of water supplied for PROJECT.

    If SANBAG does not maintain PROJECT at acceptable standards, CALTRANS may either remove the landscaping or maintain the landscaping at SANBAG's expense.

44. SANBAG will require the construction contractor to furnish payment and performance bonds naming SANBAG as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.

45. SANBAG will submit a written request to CALTRANS for any DFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. SANBAG will submit a written request to CALTRANS for any additional DFM deemed necessary during PROJECT construction.

46. CALTRANS will make DFM available at a CALTRANS-designated location after SANBAG requests DFM and pays CALTRANS' invoice for actual DFM cost.

47. SANBAG will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to SANBAG upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met.

SANBAG will provide, or cause to provide, source inspection services.

48. SANBAG is responsible for maintenance of the SHS within PROJECT limits as part of the construction contract.

49. SANBAG may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change SANBAG's responsibilities to complete the PROJECT.

50. Notwithstanding the IQA definition, CALTRANS at its own costs, will review and approve:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

51. PARTNERS confirm that upon OBLIGATION COMPLETION, no maintenance agreement will be necessary.

52. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, SANBAG shall furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including land survey documents. These documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed. SANBAG shall also submit corrected full-sized hardcopy structure plans.

COST

Cost: General

53. All costs associated with completing the PROJECT, except where otherwise noted in this Agreement, are the responsibility of SANBAG including, but not limited to:

- Public meetings.
- Environmental commitments and compliance.
- Obtaining, implementing and renewing resource agency permits.
- Placement of the PROJECT right-of-way in a safe and operable condition.
- HM MANAGEMENT ACTIVITIES related to HM-2.
- Construction material source inspection.
- Maintenance of the SHS within the PROJECT limits until PROJECT completion.

54. Legal challenges, awards, judgments, settlements, fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.

55. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

56. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

57. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right-of-way.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.

58. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

59. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.

Cost: Construction Capital

60. The cost of all DFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice SANBAG for the actual cost of any DFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all DFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

61. SANBAG is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL as described in the Responsibilities section of this Agreement.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- SANBAG may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

SANBAG will submit to CALTRANS monthly invoices for the prior month's expenditures.

SCHEDULE

62. SANBAG will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

63. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

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

65. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.

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

67. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SANBAG under this Agreement. It is understood and agreed that SANBAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SANBAG, its contractors, sub-contractors, and/or its agents under this Agreement.

68. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

69. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.

70. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.

71. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.

72. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

73. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

74. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SANBAG will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

75. Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

76. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

77. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.

78. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.

79. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.

80. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 SANBAG must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. SANBAG agrees to include prevailing wage requirements in its contracts for public works. Work performed by 's own forces is exempt from the Labor Code's Prevailing Wage requirements.

SANBAG shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY/COUNTY's contracts.

81. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

82. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

DFM (Department Furnished Material) – Any materials or equipment supplied by CALTRANS.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits funds to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that the IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities to complete the PROJECT COMPONENTS in this Agreement.

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right-of-way) SUPPORT** –The activities required to obtain all property interests for PROJECT.
- **R/W (Right-of-way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.

- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.
QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM) – Per NEPA assignment CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm). This also includes the independent judgment, analysis, and determination under CEQA that the environmental documentation meets CEQA statute and Guideline requirements.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the PROJECT COMPONENTS included in this Agreement as described by the activities in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects (previously known as the WBS Guide) available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Jane Tien, Project Manager
464 West 4th Street, 6th Floor (MS-1229)
San Bernardino, CA 92401-1400
Office Phone: (909) 383-4149
Fax Number: (909) 383-6938
Email: jane.tien@dot.ca.gov

The primary Agreement contact person for SANBAG is:

Tim Kirkley, Project Manager
~~Barbara Fortman, Project Manager~~
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Office Phone: (909) 884-8276

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED:

By: _____
Basem E. Muallem, P.E.
Dis ict Director

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
Budget Manager

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED:

By: _____
W.E. Jahn
President

ATTEST:

By: _____
Vicki Watson
Clerk of t e Board

APPROVED AS TO FORM AND
PROCEDURE:

By: _____ 4/15/14
Eileen Monaghan Teichert
General Cou sel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	CON Capital (Including contingency).	Plant Maintenance	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY - >			SANBAG			
FEDERAL	SANBAG	Projects of National and Regional Significance (PNRS)	$2,417,713	$0	$518,787	$2,936,500
LOCAL	SANBAG	Measure I	$63,500	$500,000	$0	$563,500
		Totals by Component	$2,481,213	$500,000	$518,787	$3,500,000

ATTACHMENT A - SCOPE OF WORK

CONSTRUCTION MANAGEMENT

I-215 Segment 3 Landscape Construction and Establish Existing Planting Projects in the City of San Bernardino from Orange Show Road to south of the Rialto Avenue Undercrossing

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J. PROJECT SITE SAFETY

K. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support highway landscaping construction and maintenance contracts of the Interstate 215 (I-215) as described by the plans and specifications of I-215 Landscaping, (note: these plans include previously constructed roadways, bridges, drainage facilities, retaining walls, and sound walls). Construction shall include a one-year plant establishment period followed by a new four-year establish existing planting (EEP) contract.

SANBAG shall maintain the option to amend this contract to expand construction management services to include three (3) additional segments (segments 1, 2 and 5) along the I-215 corridor. Design plans for these projects are scheduled to be released at 6 month intervals. It is anticipated these segments will be ready to list over the next two years with no more than two projects under construction at any given time.

SANBAG anticipates issuing a Purchase Order to the Consultant to complete a Constructability Review. A full Notice to Proceed (NTP) will be issued upon receipt of the approved funding agreement from Caltrans.

CONSULTANT shall provide qualified landscape inspection personnel to perform a wide variety of maintenance management, inspection and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Project Manager ("Designee") for this contract will be:

Mr. Garry Cohoe SANBAG Director of Project Delivery

The CONSULTANT shall report to and receive direction from SANBAG through the Project Manager, or his designees. The Project Manager is responsible for oversight of all SANBAG construction activities and for directing the efforts of the total construction team. He will be the main contact and primary source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public.

B. PERFORMANCE REQUIREMENTS

Landscape Maintenance Management: CONSULTANT shall furnish personnel to serve in the following roles Project Manager, Resident Engineer, licensed Landscape Architect, Office Engineer and Field Inspection. Personnel can serve multiple roles. Proven staffing efficiency is critical. The Project Manager shall coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer and the licensed landscape architect. The Resident Engineer shall be a civil engineer licensed in the State of California and will be responsible for construction contract administration activities. The Resident Engineer may also serve as the licensed Landscape Architect. The Resident Engineer shall direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. It is desirable that the Project Manager and/or Resident Engineer also be a Landscape Architect.

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

requirements, and construction activities.

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

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

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Project Manager. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. From time to time, overtime may be required. However, all overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

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

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

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

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

C. DUTIES AND RESPONSIBILITIES

1. Pre Award Services

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

a. Plan Review

CONSULTANT shall review contract documents prior to beginning of Landscape Construction. Tasks include review of plans, specifications, technical reports, the RE Pending file, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for potential conflicts, plant adaptability and plant testing specifications and consistency between plans and specifications.

b. Budget

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

2. Bid Process

a. Bid Documents

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

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

b. Pre-construction Meetings

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

c. Contract Award

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

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).

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

3. Project Administration

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

b. CONSULTANT shall conduct regular project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate. CONSULTANT shall record minutes of these meetings and status/track all resulting action items.

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

d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.

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

f. CONSULTANT shall establish and maintain a filing system following the SANBAG Filing Categories using the Caltrans Construction Manual as a guideline.

g. CONSULTANT shall monitor Contractors' Landscape Construction schedule on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.

h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project. The activity report shall include status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of project budget and schedule, and other highlights and critical issues.

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

j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, Caltrans and Local Agencies, as required.

k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.

m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).

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

o. CONSULTANT shall maintain redlined drawings on an ongoing basis throughout the duration of the project. Redlined drawings shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable.

4. Project Coordination

a. CONSULTANT shall provide a minimum of one qualified Resident Engineer and as many qualified inspectors needed to effectively manage the Project.

b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG and any affected utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, Caltrans, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to project right-of-way to ensure timely communication regarding construction activities and scheduling.

c. CONSULTANT shall maintain regular contact with SANBAG's Project Manager through daily briefings, in-person and/or by telephone.

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

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

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

g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SANBAG Project Manager, or his designee. CONSULTANT shall log and track all submittals and requests.

h. CONSULTANT shall coordinate the implementation of any changes with the SANBAG Project Manager, or his designee, and the design engineer.

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

i. CONSULTANT shall review the project for permit compliance and coordinate

with SANBAG and Caltrans Landscape Construction Oversight to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

5. Landscape Construction/Maintenance Inspection

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

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

a. CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SANBAG Project Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SANBAG's letterhead.

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

c. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.

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

1. Subgrade inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that landscape maintenance of the Project is being performed in accordance with the contract documents.

2. Identifying actual and potential problems associated with the Project and recommending sound solutions. Inspection personnel should be capable of

identifying common plant diseases and/or pests together with their respective eradication techniques, directing plant adaptability requirements, and recognizing proper planting and pruning techniques.

3. Schedule sampling and testing of construction materials in accordance with Caltrans procedures.

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

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

6. Preparing Landscape Construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as may be required by approving agencies.

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

8. Providing inspections for environmental compliance.

9. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

10. Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.

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

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

6. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

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

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

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

7. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

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

1. Agreed Price
2. Adjustment in compensation to a bid item
3. Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.

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

8. Safety

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

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

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

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

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

9. Project Close Out

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

b. CONSULTANT shall oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SANBAG, including Irrigation drawings and SWPPP provisions as applicable.

c. CONSULTANT shall review and certify completeness of as-built drawings to the extent of CONSULTANT's knowledge.

d. CONSULTANT shall prepare and deliver to SANBAG a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD User's Manual, Plans Preparation Manual, and CALTRANS practice.

e. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans Landscape Construction Oversight, Local Agencies, Contractors and Caltrans Maintenance.

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

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

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

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineer's (and Landscape Architect's) daily diaries.

2. Monthly Project Activity Summary Reports.

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

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

5. Project Completion Report.

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

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

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

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

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

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

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

F. MATERIALS TO BE FURNISHED BY SANBAG

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

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

3. SANBAG will provide copies of all electronic design files for use in development of As-built plans.

G. STANDARDS

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

1. Construction Manual and its revisions

2. Quality Assurance Program Manual

3. Manual of Uniform Traffic Control Devices (MUTCD) and MUTCD California Supplement.

4. Caltrans Standard Specifications and Standard Plans

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

6. CALTRANS' CADD User's Manual and Plans Preparation Manual

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

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

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

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

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

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

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

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

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

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

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who

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

J. PROJECT SITE SAFETY

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

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

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

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

4. All safety equipment will be provided by CONSULTANT.

K. PERSONNEL QUALIFICATIONS

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

1. Project Manager

Minimum qualifications shall be as follows:

a. Six (6) years project management experience on similar highway Landscape Construction projects is desired.

b. Ability to use typical computer software for word processing and preparing spreadsheets.

b. Licensed landscape architect in the State of California is desired.

c. Reasonably accessible to SANBAG during normal working hours.

d. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.

The Project Manager will assume the following functional responsibilities:

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

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

c. Administer personal leave.

d. Prepare monthly reports for delivery to SANBAG

Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

Minimum qualifications shall be as follows:

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

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

c. Licensed Landscape Architect in the State of California is desired.

d. Certified as a Qualified SWPPP Developer or Practitioner is desired.

e. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.

f. Ability to use typical computer software for word processing and preparing spreadsheets.

g. Reasonably accessible to SANBAG during normal working hours.

h. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.

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

j. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.

k. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.

l. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Resident Engineer will assume the following functional responsibilities:

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

b. Assign field personnel to specific project tasks.

c. Monitor and track Contractor progress.

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

e. Coordinate utility service installations and/or relocations with appropriate agencies and the utility inspector.

f. Act as prime contact between SANBAG, SANBAG's Project Manager or his designee and various project Contractors.

g. Prepare monthly reports for delivery to SANBAG.

3. Licensed Landscape Architect

a. A minimum of four (4) years' experience on similar construction projects is desired.

b. Licensed Professional Landscape Architect in the State of California

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

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

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.

g. Ability to use typical computer software for word processing and preparing spreadsheets.

h. Reasonably accessible to SANBAG during normal working hours.

i. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office) and Caltrans Erosion Control & Highway Planting Standards.

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

k. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway Landscape Construction projects.

l. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.

m. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Landscape Architect will assume the following functional responsibilities.

1) Monitor and provide direction to CONSULTANT inspection personnel concerning contractor compliance with special provisions and plant maintenance.
2) Monitor and track Contractor progress.
3) Prepare daily, weekly and monthly reports as required.

4. Field Inspector

Minimum qualifications shall be as follows:

a. Eight years (8) construction inspection experience as related to Caltrans or other major highway Landscape Construction projects ***or*** a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction experience is desired.

b. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of Landscape Construction materials.

c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.

d. Possess a general understanding of local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) as they relate to highway Landscape Construction projects.

e. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.

f. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication

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

h. Ability to direct the efforts of subordinate inspectors.

i. Possess a general understanding of Caltrans field and construction office procedures.

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

The Field Inspector will assume the following functional responsibilities:

a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction, including commissioning of electrical irrigation controllers and other types of automatic water coverage and monitoring systems.

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

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

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

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

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

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

5. Office Engineer

Minimum Qualifications shall be as follows:

a. Four years (4) construction inspection/office engineering on similar highway Landscape Construction projects is desired.

b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.

b. Prepare and process contract change orders.

c. Monitor construction budget and schedule.

d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.

e. Perform routine calculations and checking of quantities.

f. Coordinate all office activities and functions with SANBAG representatives.

Governments
SANBAG
Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 19

Date: May 7, 2014

Subject: Funding Agreement for South Milliken Avenue Grade Separation Projects

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

Approve Amendment No. 1 to the South Milliken Avenue Grade Separation Construction Funding Agreement No. C13104 with the City of Ontario, to update the construction funding agreement to reflect contract bids totaling $57,400,656.00, which consists of a total Authority share contribution of $43,934,690.40, a Measure I contribution of $11,757,941.40, and an advancement of the Measure I contribution in the amount of $4,393,469, in accordance with Measure I Strategic Plan Policy 40006, VMS-7.

Background: **This is an amendment to an existing agreement.** South Milliken Avenue is a north/south corridor east of the Ontario Airport, between State Route 60 (SR-60) and Interstate 10 (I-10). This corridor carries an estimated 19,500 vehicles per day, including heavy trucks. Separating the existing at-grade Union Pacific railroad crossing from the South Milliken Avenue and Mission Boulevard intersection increases travel reliability for both the community and truck traffic; improves air quality by decreasing vehicle stacking and idling time; eliminates potential conflicts between vehicular and train traffic; and eliminates gate down

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1405d-mkb
C13104-01 http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/ContractsWorkInProcess%20Files%20%202014/C13104-01.doc

time. The South Milliken Avenue Grade Separation project is a Nexus Study project with an 80% SANBAG public share and 20% City Development Impact Fee (DIF) share. The City of Ontario is the lead agency for all phases of the project.

Agreement No. C13104, approved by the Board on June 5, 2013, defined the project and funding responsibilities for the construction phase (Table 1). The funding agreement was based on:

- The revised Trade Corridors Improvement Fund (TCIF) and State Local Partnership Program Project (SLPP) Funding Plan approved by the Board on March 6, 2013.
- Repayment of the unexpended share of the City's contribution toward the North Milliken Grade Separation Project in the amount of $3,120,955, as stipulated in Cooperative Agreement No. R10195 Amendment 3, (approved by the Board in June 5, 2013).
- Advancement of $6,145,000 in the Measure I contribution in accordance with Measure I Strategic Plan Policy 40006, VMS-7.
- The engineer's estimate of the completed design.

In June 5, 2013, the Board approved multiple programming modifications required to the overall grade separation program to preserve Proposition 1B funding for the region. The SLPP funds, programmed for this project as part of the Proposition 1B program, had an allocation deadline of June 30, 3013. Unfortunately, the certainty of the timely delivery of the South Milliken Grade Separation project was in question. To minimize any loss of funding to the region, the SLPP for S. Milliken was reduced from $10,819,500 to $7,210,000, which in turn increased Measure I share by $3,609,500 (Table 2).

Subsequently, the construction management and construction contracts were ratified by the City of Ontario City Council in December 2013. The amount of the construction contracts is significantly less than the engineer's estimate. As a result, this amendment reduces the funding plan from $66,100,000 to $57,400,656, to reflect the awarded construction contract amounts. Also, due to reduced actuals, Amendment No. 1 reduces the advancement amount from $6,145,000 to $4,393,469, which is proportional to the revised funding agreement. (Table 3).

Table 1 – C13104, S. Milliken Avenue Grade Separation Construction Funding Summary ($)

City DIF Share 20%	Authority Share 80%				UPRR	Total
City	Measure I	City Repayment (R10195)*	TCIF	SLPP		
12,453,000	10,819,045	3,120,955	25,052,000	10,819,500	3,835,000	66,100,000

*Authority contribution includes the repayment from R10195

Table 2 – Interim S. Milliken Avenue Grade Separation Construction Funding Summary ($)

City DIF Share 20%	Authority Share 80%				UPRR	Total
City	Measure I	City Repayment (R10195)*	TCIF	SLPP		
12,453,000	14,428,545	3,120,955	25,052,000	7,210,000	3,835,000	66,100,000

*Authority contribution includes the repayment from R10195

Table 3 – C13104, Amendment No. 1, S. Milliken Avenue Grade Separation Construction Funding Summary ($)

City DIF Share 20%	Authority Share 80%				UPRR	Total
City	Measure I	City Repayment (R10195)*	TCIF	SLPP		
10,983,672.60	11,757,941.40	3,120,955	21,845,794	7,210,000	2,482,293	57,400,656

*Authority contribution includes the repayment from R10195

Staff recommends approving the amended funding allocation of up to $43,934,690.40 in public share funds for the South Milliken Avenue Grade Separation project based on the current Construction Management and Construction Contract bid. Further, staff recommends amending the advance of the Authority share to the City of Ontario in the amount of $4,393,469 for South Milliken Avenue in accordance with Measure I Strategic Plan Policy 40006, VMS-7.

Financial Impact: This item is consistent with the adopted Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed and recommended for approval (18-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on May 7, 2014. SANBAG General Counsel has reviewed this item and the Amendments.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1405d-mkb

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13104 Amendment No. 01

By and Between SANBAG and City of Ontario

Contract Description South Milliken Grade Separation Construction Funding Agreement

Board of Director's Meeting Date: May 7, 2014

Overview of BOD Action: Approve Amendment 01 to Funding Agreement No. C13104 with the City of Ontario for Construction Services

Is this a Sole-Source procurement? X Yes No

CONTRACT OVERVIEW

Original Contract Amount	$	10,819,545.00	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	10,819,545.00	**Revised ContingencyAmount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	938,396.40	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	11,757,941.40	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	11,757,941.40

Contract Start Date	Current Contract ExpirationDate	Revised Contract ExpirationDate
May 1, 2013	June 30, 2018	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0876.
☐ A Budget Amendment is required.
How are we funding current FY? Measure I Valley Fund-Major Street Bond Fund

☐ Federal Funds	☐ State Funds	☐ Local Funds	☐ TDA Funds	☒ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:Construction is funded as follows: The City is the Lead Agency and will directly fund $10,983,672.60. The City will invoice TCIF $21,845,794; SLPP $7,210,000; UPRR $2,482,293 directly. SANBAG will proportionately fund $11,757,941.40 Measure I Valley Fund- Major Street Bond Fund.,Funding includes $3,120,955.00 repayment under R10195 and10% advance of Authority Share under this contract for $4,393,469 .Total construction contract value : $57,400,656

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

☒ Retention: $3,120,955.00 for advance under R10195 and Authority Share advance of $4,393,469.
☐ Disadvantaged Business Enterprise (DBE) Goal ____ %

Mary Brown Project Manager (Print Name)	Mary Brown	2/24/14 Date
Gary Cohoe Task Manager (Print Name)		2-27-14 Date
Andrea Zureick Dir. of Fund Admin.&Programming (Print Name)	Andrea Zureick	3/6/14 Date
Jeffery Hill Contract Administrator (Print Name)		3/11/14 Date
Chief Financial Officer (Print Name)		3/13/14 Date

C13104-01 CONTRACT SUMMARY SHEET

	City Share 20%	Authority Share 80% = $43,934,690.40 10% = $4,393,469				Estimated Railroad Contribution	Total
	DEV Share	Repay per R10195	Measure I	TCIF Prop 1B	SLPP Prop 1B	UPRR	
Construction Share	$10,983,672.60	$3,120,955.00	$11,757,941.40	$21,845,794.00	$7,210,000.00	$2,482,293.00	$57,400,656.00
Percentage of Fund Source*	19.14%	5.44%	20.48%	38.06%	12.56%	4.32%	100%
Advance	0	$3,120,955.00	$4,393,469.04	0	0	$2,482,293.00	$9,996,717.04
Balance	$10,983,672.60	0	4,243517.36	$21,845,794.00	$7,210,000.00	0	$44,282983.96
Invoice Share	20%	0	27.09%	39.78%	13.13%	0	100%

1. Repay R10195 and 10% Authority Share advance are bought down as last payments by SANBAG. Full invoice share will be paid by SANBAG until share balance is exhausted.

2. City is lead and will invoice Authority, State and UPRR.

AMENDMENT NO. 1 TO

PROJECT FUNDING AGREEMENT C13104

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF ONTARIO

FOR

THE CONSTRUCTION PHASE OF THE SOUTH MILLIKEN AVENUE GRADE SEPARATION PROJECT CITY OF ONTARIO

THIS AMENDMENT NO. 1 to PROJECT FUNDING 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 Ontario (hereinafter referred to as "CITY"), individually referred to as PARTY and collectively known as PARTIES.

RECITALS:

WHEREAS, PARTIES intend to construct a grade separation at South Milliken Avenue and the Union Pacific railways tracks (UPRR) (hereinafter referred to as the "PROJECT"); and

WHEREAS, AUTHORITY and CITY entered into Contract C13104 on June 18, 2013, to set forth the duties, and responsibilities of the PARTIES pertaining to the Construction Phase of the PROJECT; and

WHEREAS, construction bids have now been received for the PROJECT and based upon the construction contract award amount, the final Construction Phase cost is now estimated to be $57,400,656.00.

NOW, THEREFORE, PARTIES agree to the following:

1. The AGREEMENT is amended in the following particulars:

   a. Delete Paragraph 1. of Section I (AUTHORITY AGREES) and replace with the following:

"In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 80% of the total eligible CONSTRUCTION Phase expenses that are

incurred by CITY for an amount not to exceed $57,400,656, subject to Section III., paragraphs 3, 4, 7 and 8. See Attachment A."

b. Delete Paragraph 2. of Section I (AUTHORITY AGREES) and replace with the following:

"In accordance with Measure I Strategic Plan Policy 40006, Measure I Valley Fund Major Street Program, to advance 10% of AUTHORITY share of the total project cost estimated at $4,393,469 to CITY after the opening of construction bids."

c. Delete Paragraph 6. of Section I (AUTHORITY AGREES) and replace with the following:

"AUTHORITY's financial responsibility shall be 80% of actual CONSTRUCTION cost less UPRR buy-down as outlined in Attachment A, which represents the AUTHORITY share, subject to the provisions of Section III., paragraphs 6 through 8. An estimate of costs for the CONSTRUCTION Phase is provided in Attachment A. AUTHORITY's financial contribution includes $21,845,794 in Proposition 1B Trade Corridor Improvement Funds and $7,210,000 in Proposition 1B State Local Partnership Program Funds."

d. Delete Paragraph 3. of Section III (IT IS MUTUALLY AGREED) and replace with the following:

"The final PROJECT cost may ultimately exceed current estimates of PROJECT cost. Any additional eligible costs resulting from increased bid/contract prices or change orders arising from unforeseen conditions, including Utility relocation, over the estimated total of the PROJECT cost of $57,400,656, shall be borne by each Party in proportion to the public and development shares, as part of the Parties' respective obligations to pay the cost for the CONSTRUCTION Phase, subject to Section III, paragraphs 6 through 8."

e. Delete Attachment A (**Project Cost, and Funding for South Milliken Avenue Grade Separation Project**) and replace with Attachment A, attached to and incorporated into this Amendment No. 1.

2. The Effective Date of this Amendment No. is the date it is executed byAUTHORITY.

3. Except as amended by this Amendment No. 01, all other provisions of Contract No. C13104 shall remain in full force and effect.

4. This Amendment No. 01 may be signed in counterparts, each of which shall constitute an original.

5. The Recitals are incorporated into the body of this Amendment No. 01.

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

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
W. E. Jahn, President
Board of Directors

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Contract Administrator

CITY OF ONTARIO

By: _____

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
of Best Best & Krieger, LLP
CITY Attorney

Attachment A

Project Cost, and Funding for South Milliken Avenue Grade Separation Project

Proposed Project Phase Work: Construction Capital and Support

	City Share 20%	Authority Share** 80% = $43,934,690.40				Estimated Railroad Contribution	Total
	DEV Share	Repay R10195	Measure I	TCIF Prop 1B	SLPP Prop 1B	UPRR*	
Construction Share	$10,983,672.60	$3,120,955.00	$11,757,941.40	$21,845,794.00	$7,210,000.00	$2,482,293.00	$57,400,656.00
Percentage of Fund Source*	19.14%	5.44%	20.48%	38.06%	12.56%	4.32%	100%

* UPRR funds buy down the total project cost after which the Authority's share and City's share is applied, (i.e.any UPRR funds shall be shared between CITY and AUTHORITY, with CITY receiving 20% of the funds and AUTHORITY receiving 80% of the funds. Any UPRR funds received by CITY and AUTHORITY shall be deducted from each party's share of its total eligible CONSTRUCTION Phase expenses).

**AUTHORITY's share can be from sources under control of AUTHORITY including but not limited to Measure I Valley Major Street Rail-Highway Grade Separation Sub-program, Proposition 1B Trade Corridor Improvement Funds and State Local Partnership Program Funds without necessitating an amendment of this CONTRACT.

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 20

Date: May 7, 2014

Subject: Contracts granting certain licenses to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with Charter Communications Operating, LLC

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

1. Approve Contract No. R14085 with revised name Charter Communications Operating, LLC granting a License Agreement on the San Gabriel Subdivision railroad right-of-way, City of Rancho Cucamonga mile post 98.2.

Background: Between 1991 and 1993, San Bernardino Associated Governments (SANBAG) acquired the Baldwin Park branch line, the Pasadena Subdivision, and the Redlands branch line, all railroad rights-of-way, 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. During 2011, SANBAG went through a procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

Historically, the management services provided to SANBAG by 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 the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1405a-mmm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R14085.docx

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 re-procured these services last year, 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.

In December 2013 the Board approved a License Agreement with Charter Communications, it was later identified the legal entity entering into this license agreement was Charter Communications Operating, LLC. The License Agreement with Charter Communications approved in December 2013 remains the same agreement in this agenda item, with only a name change being requested. The License Agreement is seeking an underground crossing on the San Gabriel Subdivision, approximately seventeen feet (17') easterly from the center line of Hellman Avenue in the City of Rancho Cucamonga; the approximate area is 560 square feet.

This License Agreement does allow SANBAG to terminate the License Agreement with thirty (30) days prior written notice. Additionally, in some instances an administrative fee is applicable and will be given to Epic for preparation of the License Agreements.

It is necessary to refine the boilerplate License Agreements. Staff is currently working with General Counsel to develop a policy governing future licenses, leases and agreements for SANBAG's right-of-way and property. Options would likely include a range from continuing to present each new or amended agreement to the Board for action or by creating boilerplate documents approved by the Board that could be executed by the Executive Director or his designee.

Financial Impact: Approval of this item will result in the payment of a $1,500 one-time (1) administration fee to SANBAG by Charter Communications Operating, LLC.

Additionally Charter Communications Operating, LLC (R14085) will be charged an annual license fee of $4,000.

All 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 November 14, 2013 and approved at the December 4, 2013 Board. After Charter's legal review it was determined the agreement was created under the incorrect entity name and is being brought back to Board under this name revision. This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 17, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the License Agreements.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

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CONTRACT SUMMARY SHEET

Contract No. R 14085 Amendment No. _____

By and Between

San Bernardino Associated Governments acting in its capacity as San Bernardino County Transportation Commission and Charter Communications Operating, LLC.

Contract Description License Agreement

Board of Director's Meeting Date: May 7, 2014
Overview of BOD Action: Approve Contract No. R14085 with Charter Communications Operating, LLC. granting a license agreement on the San Gabriel Subdivision railroad right-of-way, City of Rancho Cucamonga mile post 98.2;

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	1,500 (one-time) + 4,000 (annually)	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	5,500 +	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	5,500 +

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/7/14	NA – until terminated	

Has the contract term been amended? ☒ No ☐ 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? Rail Assets

☐ 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 M. Morales	Monica Morales	4.2.14
Project Manager (Print Name)	Signature	Date
Mitch Alderman	M. A. Alderman	4/3/14
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	4/3/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		4/8/14
Contract Administrator (Print Name)	Signature	Date
William Stawarske		4/8/14
Chief Financial Officer (Print Name)	Signature	Date

SANBAG Contract No.: R14085
Epic File No.: RSSB003769
Subdivision: San Gabriel Subdivision
Milepost(s): 98.2

SANBAG Contract No. R14085

LICENSE AGREEMENT

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CHARTER COMMUNICATIONS OPERATING, LLC

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is made and entered into as of _____, 20414, 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 **SAN BERNARDINO COUNTY TRANSPORATION COMMISSION** ("SANBAG"), and, **CHARTER COMMUNICATIONS OPERATING, LLC**, a Delaware limited liability company ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below.

PART I – BASIC LICENSE PROVISIONS

The Basic License Provisions provided in this Part I and the Standard License Provisions set forth in Part II of this License, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this License. In the event of conflict between Part I and Part II or of any Exhibits and Attachments, Part I shall control.

Basic License Provisions	***Part II Section Cross Reference***

1. **Parties.**

SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

Licensee's Address:

CHARTER COMMUNICATIONS OPERATING, LLC
4781 Irwindale Avenue
Irwindale, California 91760
Attn: Beth Thompson
626-430-3305
Beth.Thompson@charter.com

Copy To:
Charter Communications
12405 Powerscourt Drive
St. Louis, Missouri 63131
Attn: Legal Operations

Basic License Provisions

Part II Section Cross Reference

2. **Description of the Premises.** § 1.1

City/County: Rancho Cucamonga, San Bernardino County
Subdivision: San Gabriel Subdivision

Address or Milepost Location:
SANBAG Mile Post 98.2
SCRRA Mile Post 39.6

Approximate area:
560 square feet; 0.0128 acres

See map/diagram in Exhibit "A". In the event of any discrepancies between the description contained in this Part I and Exhibit "A", Part I shall control.)

Description and Dimensions of Premises Area:
A transverse crossing of SANBAG's San Gabriel Subdivision in the City of Rancho Cucamonga located approximately seventeen feet (17") easterly from the center line of Hellman Avenue, southerly of Arrow Route, with the crossing measuring 10'x 560'.

3. **Allowable Improvements, Facilities and Uses. Licensee shall construct only the following improvements and/or facilities and conduct or permit only the following uses on the premises:** § 1.3

Description of Improvements and/or Facilities ("Improvements"):
Two (2) fiber optic cables in two (2) two inch (2") PVC casings

Use of the Premises:
Installation, operation, maintenance and repair of two (2) two inch (2") PVC conduits for fiber optic cable containing up to forty eight (48) fibers each, to be inserted in a previously existing twelve inch (12") casing pipe extending fifty six feet (56') across the right of way, and no other uses.

4. **Term.**
Commencement Date: May 7, 2014
Term (check one): § 2.1

- ☒ A. Month-to-month
- ☐ B. Until End Date: _____ (subject to termination pursuant to the terms of this License – see especially Standard License Provisions §2.2).

Basic License Provisions		***Part II Section Cross Reference***
5.	**License Fees.**	§ 3
A.	Administrative Fee: One time fee: $1,500.00	§ 3.1.1
B.	Base License Fee (check one):	
☐	i. $_____ per month, payable monthly in advance	
☒	ii. $4,000.00 per year, payable annually in advance	§ 3.1.2
C.	Additional License Fee (check one):	
☐	i. One-time fee: $_____	
☐	ii. Other fees: $_____, payable _____	§3.1.3
D.	Base License Fee Adjustment Dates (check if applicable):	
☒	i. Annually, effective on the first day of the anniversary month of the Commencement Date, based on the published Consumer Price Index (or its successor) ("CPI") as defined in Section 3.2.1 of the General License Provisions.	§ 3.2 § 3.2.1
☒	ii. At intervals of not less than three (3) years, based on the then current fair market rental value of the Premises as set forth in Section 3.2.2 of the General License Provisions.	§ 3.2.2
☐	iii. Other: _____ _____	§ 3.2.3
6.	**Security Deposit (if any). $**_____	§ 4
7.	**Insurance Amount.** See Exhibit "B"	§§ 10, 13

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: CHARTER COMMUNICATIONS OPERATING LLC
A Delaware limited liability company
By: Charter Communications, Inc.,
Its Manager

By: _____
John H. Owen
Vice President / Regional

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
W.E. Jahn,
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

PART II – STANDARD LICENSE PROVISIONS

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Exhibits:

"A" Premises
"B" Insurance Requirements
"C" Permitted Hazardous Material
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PART II - STANDARD LICENSE PROVISIONS

1. GRANT AND SCOPE OF LICENSE

1.1. Grant of License. SANBAG hereby grants a non-exclusive, revocable license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 2 of the Basic License Provisions (the "Premises"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Improvements described in Item 3 of the Basic License Provisions, and any usual and necessary related appurtenances thereto (the "Improvements"), for the purposes described in Item 3 of the Basic License Provisions, together with rights for access and entry onto the Premises as necessary or convenient for the use of the Improvement and for no other purpose. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Improvements or the Premises, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The Premises, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property."

1.2. Condition of Premises. Licensee acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. Licensee accepts the Premises "as is" as suitable for the purpose for which the Premises are licensed and assumes all risk with respect to all present conditions of the Premises, including, without limitation, existing environmental conditions. Taking of possession by Licensee shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.

1.3. Use. The Premises and the Improvements shall be used only for the purposes specified in Item 3 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by Licensee in the use of the Premises, the Improvements or the commodity or product being conveyed through the Improvements (if any) without SANBAG's prior written approval.

1.4. Non-exclusive and Revocable Nature of License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the Premises. Licensee agrees that notwithstanding the Improvements made by Licensee to the Premises or other sums expended by Licensee in furtherance of this License, the license granted herein is fully revocable by SANBAG in accordance with the terms of this License.

1.5. Easements. SANBAG reserves to itself the right, from time to time, to grant such easements, rights and dedications that SANBAG deems necessary or desirable, and to

cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by Licensee. Licensee shall sign any of the aforementioned documents upon request of SANBAG and failure to do so shall constitute a material breach of this License.

2. TERM, TERMINATION AND SURRENDER

2.1. Term of License. The term of this License shall commence on the "Commencement Date" specified in Item 4 of the Basic License Provisions. If Item 4.A of the Basic License Provisions is checked, this License shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions. If Item 4.B of the Basic License Provisions is checked, then this License shall be a license for the term specified in said Item 4.B. The term of this License as provided above is referred to as the "Term."

2.2. Termination.

2.2.1. Convenience. If Item 4.A is checked, this License shall continue in full force and effect on a month-to-month basis until terminated by either Party on thirty (30) days' prior written notice. If Item 4.B is checked, this License shall continue in full force and effect until the End Date, unless SANBAG, acting by its Executive Directory or his or her designee, for any reason and in its sole and absolute discretion, determines that this License is no longer in SANBAG's best interests. In which case, SANBAG may terminate this License on thirty (30) days' prior written notice, but SANBAG shall also return to Licensee, within thirty (30) days after the termination, the pro-rata portion of any annual license fee paid by the Licensee for the portion of the agreed term that will not be used by Licensee.

2.2.2. Cause. SANBAG may terminate this License for cause in accordance with the provisions hereof, including, without limitation, Sections 24 (Abandonment), 8 (Default, Breach and Remedies) and 25.11 (Assignment). In addition, SANBAG shall have the right to immediately, without notice and at Tenant's expense, terminate this License upon discovery of any default set forth in Section 8.1(d) and abate any such public nuisance and/or dangerous condition.

2.2.3. Public Use. In addition to any and all other termination rights of SANBAG described herein, Licensee hereby expressly recognizes and agrees that the Premises are located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually "Public Use"); and that Licensee's use of the Premises under this License is a temporary, interim use as to which Licensee has no right to nor expectation of use for any particular length of time that may be terminated by SANBAG by thirty (30) days

written notice to Licensee as set forth in Section 2.2.1 above. Accordingly, as a condition to entering into this License, Licensee expressly acknowledges and agrees that:

(a) SANBAG may terminate this License as set forth above for any Public Use, to be determined in the sole and absolute discretion of SANBAG's Executive Director, or designee;

(b) Licensee shall **NOT** object to, oppose, or protest at any approval proceeding; nor file suit to prevent or delay any Public Use when planned or implemented on or adjacent to the Premises;

(c) If SANBAG's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, Licensee shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by SANBAG or any parties having operating rights over the Premises, at Licensee's sole cost and expense, within thirty (30) days after written notice from SANBAG; and

(d) Licensee expressly assumes all risk of any future Public Use as determined by SANBAG and in the event SANBAG terminates this License and requires Licensee to vacate the Premises for any Public Use, Licensee shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:

(i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and

(ii) compensation under any eminent domain or inverse condemnation law.

2.2.4. **Holdover Fee:** If Licensee fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the End Date specified in Item 4.B of the Basic License Provisions or the termination date established as otherwise provided in this License ("Termination Date"), then, in addition to any and all other remedies available to SANBAG under the terms of this License or at law or equity, Licensee shall pay a Holdover Fee equal to twice the Base License Fee in effect on the day prior to the Termination Date, calculated and payable on a monthly basis, for the number of months (partial months counting as whole months) from the Termination Date to the date that Licensee has terminated use and restored the Premises to the required condition. Licensee shall indemnify SANBAG against all liabilities, costs and damages sustained by SANBAG by reason of such holding over.

2.3. Termination of Use and Restoration of Premises. Upon termination of this License in accordance with the terms hereof, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove all alterations additions and Improvements made by Licensee to the Premises and restore the SANBAG Property as nearly as possible to the same state

and condition as existed prior to the construction, reconstruction or installation of said Improvements. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense (including costs, interest, and fees), which Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Improvements. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Improvements are removed and the SANBAG Property is restored.

3. PAYMENTS

3.1. Fees. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the Administrative and License Fees specified in Item 5 of the Basic License Provisions, adjusted as set forth in Section 3.2.

3.1.1. Administrative Fee. The one time Administrative Fee set forth in Item 5.A shall be due and payable upon execution of this License.

[Note: SANBAG may require deposit in advance of preparing the License Agreement, in which case the amount deposited will be applied to the Administrative Fee 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 License Agreement in the event that the License Agreement is not consummated, per SANBAG's adopted policies and procedures.]

3.1.2. Base License Fee. If Item 5.B.i of the Basic License Provisions is checked, the first month's Base License Fee noted therein shall be due and payable upon execution of this License. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term. The Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis. If Item 5.B.ii of the Basic License Provisions is checked, the annual License Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before the anniversary month of the Commencement Date for the convenience of both Parties, without affecting the Term of this License as specified in Section 2.1.

3.1.3. Additional License Fee. If Item 5.C.i of the Basic License Provisions is checked, the one-time fee noted therein shall be due and payable upon execution of this License. If Item 5.C.ii of the Basic License Provisions is checked, the fee noted therein shall be due and payable as indicated in Item 5.C.ii.

3.2. License Fee Adjustment.

3.2.1. Annual CPI Adjustment. If Item 5.D.i of the Basic License Provisions is checked, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the

Commencement Date occurs unless another date is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

3.2.2. Fair Market Adjustment. If Item 5.D.ii of the Basic License Provisions is checked, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SANBAG in good faith. Such increases shall be effective as of thirty (30) days after written notice from SANBAG to Licensee of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

3.2.3. Other Adjustment. If Item 5.D.iii of the Basic License Provisions is checked, then, in addition to any adjustments required under Items 5.D.i and 5.D.ii, the adjustment set forth in 5.D.iii shall be applied in accordance with its terms.

3.3. Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this License will cause SANBAG to incur costs not contemplated by this License, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee 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 Licensee. Acceptance

of any late payment charge shall not constitute a waiver of Licensee'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 License, 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 License and in addition to the payment described in Section 3, SANBAG may require Licensee to pay SANBAG a security deposit in the amount set forth in Item 6 of the Basic License 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 Licensee of all of the terms, covenants, conditions and obligations of this License. If at any time Licensee fails to keep and perform any of the term, covenants, and conditions of this License, 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 Licensee's default or breach. Within a reasonable time after termination of this License and after Licensee has vacated the Premises, SANBAG shall return, without interest, said deposit or portion remaining, if any, after deductions for any unpaid payments and any losses or damage sustained by SANBAG due to any breach or default by Licensee or any damage to the Premises or any failure to restore the Premises to the required condition.

5. TAXES

Licensee 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 by any governmental authority: (a) against the Improvements, the Premises and/or any personal property, fixtures or equipment located on or placed on the Premises, whether owned by Licensee or any person or entity acting for or at the request of Licensee; or (b) as a result of the Licensee's or the Improvements' operations.

6. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Improvements or Premises, and fully and promptly pay all persons who perform labor upon said Improvements or Premises. Licensee shall not suffer or permit to be filed or enforced against the Premises or the Improvements, 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 Licensee, or out of any other claim or demand of any kind. The term "Work" under this License means any construction, reconstruction, installation, restoration, alteration, repair, replacement, or removal, other than normal maintenance. Licensee shall provide SANBAG with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises or the Improvements. Licensee 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. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee 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 Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee 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 Licensee 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 License.

7. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the Premises. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. 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. Licensee, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel"), as a material part of the consideration for this License, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. **In that connection, Licensee expressly 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 License.

8. DEFAULT, BREACH AND REMEDIES

8.1. Licensee Default. Licensee shall be deemed to have breached and be in default under this License when any of the following occurs:

(a) Licensee shall fail to make any payment herein reserved when due, or any reimbursement to SANBAG required herein when due;

(b) Licensee shall vacate all or a substantial portion of the Premises, whether or not Licensee is in default of the payment or other charges due under this License; or

(c) Licensee shall fail to comply with any other term, provision or covenant of this License, and shall not cure such failure within three (3) days after written notice thereof to Licensee.

(d) Licensee 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.

8.2.1. Termination. Upon the occurrence of Licensee's default and breach, SANBAG shall have the right, at any time, with or without notice or demand, to terminate this License, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom Licensee and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that SANBAG may have under this License, at law or equity by reason of Licensee's default or of such termination.

8.2.2. Corrective Measures. Should Licensee default on, 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 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 ,s at Licensee's expense (including fees, costs and interest) which Licensee agrees to pay to SANBAG upon demand.

8.2.3. Costs. If SANBAG incurs any cost or expense occasioned by the default of Licensee (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 Licensee's or other occupant's property; the costs of repairing, altering, and/or otherwise restoring the Premises to a safe and suitable condition, useable and acceptable to SANBAG, rail operators and future licensees; 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. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein

8.3. SANBAG Default and Licensee's Remedies. SANBAG shall not be in default under this License unless SANBAG fails to perform obligations required of SANBAG within sixty (60) days after written notice is delivered by Licensee to SANBAG specifying the obligation which SANBAG has failed to perform; provided, however, that if the nature of SANBAG's obligation is such that more than sixty (60) days are required for performance, then SANBAG shall not be in default if SANBAG commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Licensee's exclusive remedies shall be an action for specific performance or action for damages.

9. INDEMNIFICATION

9.1. Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG, in all of its capacities, and its members, commissioners, officers, directors, employees, 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 Licensee, or its Personnel (as defined in Section 7, Assumption of Risk and Waiver) or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee 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 Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this License, in each case whether occurring during the Term of this License or thereafter.

9.2. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, gross, derivative, sole, joint, concurring or comparative) on the part of Indemnitees and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License. Upon request of SANBAG, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this License.

9.3. Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee'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 Licensee 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 Licensee set forth in this section shall survive the termination of this License.

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. Licensee'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 Licensee's policies.

10.2. Licensee's Insurance. Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this License insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in, Exhibit "B". SANBAG reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, Licensee 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 Licensee under this License. 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 Licensee 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, Licensee 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 Licensee's use and occupancy of the Premises, or if Licensee vacates the Premises and causes any increase in such premiums, then Licensee shall pay as an additional fee the amount of such increase to SANBAG, and, upon demand by SANBAG, the amount required to correct at

Licensee's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

11. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall during the term of this License maintain the Improvements in a first-class condition, shall maintain the Premises in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Improvements as necessary to keep the Premises and the Improvements 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 Licensee or Licensee's Parties, including but not limited to damage arising from any tests or investigations conducted upon the Premises, Licensee 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 Licensee or Licensee's Parties. Licensee 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 and compliance with all applicable standards, specification and safety requirements.

12. ALTERATIONS AND CONSTRUCTION

Except as otherwise provided herein, Licensee 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 Licensee on the Improvements or the Premises shall be performed (a) at Licensee'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, Licensee shall submit Work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to Work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 14 calendar days' written notice prior to commencement of any Work on the Premises or the Improvements, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. SANBAG shall have the right at any time and from time to time to post and maintain notices of non-responsibility unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

13. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee 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, Licensee 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, Licensee 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 License, 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 License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises.

14. REIMBURSEMENT

Licensee 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 Licensee'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 License, 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 Licensee, 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 Licensee 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

Licensee 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. Licensee 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, Licensee 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 Licensee's use of the Premises. Licensee 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 Licensee'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 Licensee) 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 License 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. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG.

18.3. Costs. Licensee 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 the Improvements) any ordinary "for sale" and "for lease" signs. Licensee 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 License, SANBAG may, in its sole discretion and if applicable, require Licensee to retain a duly licensed environmental consultant acceptable to SANBAG who shall perform an environmental assessment of the Premises and Licensee's and Licensee's Parties' business activities and prepare a report on Licensee's and/or Licensee's Parties' compliance with the provisions of this section. SANBAG may, if applicable, require Licensee 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 License, the cost of which shall be the sole responsibility of Licensee. Licensee 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. Licensee 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 Licensee or the Premises. As used herein, "Environmental Law" means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. 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. Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (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) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Improvements or the Premises or contamination of the SANBAG Property (i) which occurs due to the use and occupancy of the Improvements or the Premises by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

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 License; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License.

20.4. In addition, in the event of any release on or contamination of the Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property 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. UNDERGROUND STORAGE TANKS

21.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

21.2. At SANBAG's option, upon the termination of this License at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Material in, on, under and about the Premises, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

22. CONDEMNATION

In the event all or any portion of the Premises shall be taken or condemned for public use by a governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. BROKER'S FEES

Licensee 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 Licensee with regard to obtaining this License.

24. SUBORDINATE RIGHTS

This License is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property 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 and use 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 on the Premises and in the vicinity of the Improvements, regardless of any effect or impact on the Improvements. Licensee shall bear all costs and losses it incurs associated with any modifications to the Improvements necessary to accommodate SANBAG's exercise of any right hereunder. This License is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or

hereafter. This License 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 a covenant against the existence of any such title exceptions.

25. ABANDONMENT

Should Licensee at any time abandon the use of the Improvements or the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this License shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this License

26. GENERAL PROVISIONS

26.1. 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 License 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.

26.2. Governing Law. This License shall be governed by the laws of the State of California.

26.3. Binding Effect. The terms, provisions and covenants and conditions contained in this License 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 License as Licensee, then each shall be jointly and severally liable for all obligations of Licensee hereunder.

26.4. No Third Party Beneficiaries. This License 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.

26.5. Severability. If any term, covenant, condition or provision of this License, 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 License, 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.

26.6. 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 Licensee under this License, provided, however, that interest shall not be payable on late charges incurred by Licensee.

26.7. Captions. The captions included in this License are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this License or any provision hereof, or in any way affect the interpretation of this License.

26.8. Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this License shall survive the expiration or earlier termination of this License, including without limitation all indemnity and defense obligations, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Improvements.

26.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this License shall not invalidate this License, 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 License, 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 License. The subsequent acceptance of payments hereunder by SANBAG shall not be deemed to be a waiver of any preceding breach by Licensee of any provisions, covenant, agreement or condition of this License, other than the failure of Licensee to pay the particular payment so accepted, regardless of SANBAG's knowledge of such proceeding breach at the time of acceptance of such payment.

26.10. Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for a license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other Party that he or she is authorized to do so.

26.11. Assignment. This License and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this License in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this License, which gives SANBAG the right to immediately terminate this License and seek all other available remedies for breach.

26.12. Entire Agreement; Amendments. This License, 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 License. The Parties each acknowledge that no representations,

inducements, promises or agreements, oral or written, have been made by either SANBAG or Licensee, or anyone acting on behalf of SANBAG or Licensee, other than those contained in this License. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this License shall be binding upon the Parties unless they are in writing and executed by the Parties.

26.13. Attorneys' Fees. If either SANBAG or Licensee 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 License 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 License, but arising by reason of or related to any act or omission of Licensee or Licensee's Parties, Licensee 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.

26.14. Nondiscrimination. Licensee certifies and agrees that all persons employed by Licensee and/or Licensee's affiliates, subsidiaries, or holding companies, and any contractors retained by Licensee 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.

26.15. Further Acts. Licensee 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 License, including, at SANBAG's sole discretion, the relocation of the Improvements and the license granted hereby.

26.16. Time of Essence. Time is of the essence for this License.

26.17. Certificates. Licensee 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 Licensee, and an estoppel certificate stating that this License is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this License and such other matters pertaining to this License as may be requested by SANBAG.

26.18. Security Measures. Licensee 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. Licensee assumes all responsibility for the protection of Licensee, Licensee's Parties and their property from acts of third parties.

26.19. 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 License.

26.20. No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the Premises are located, this License, any memorandum of this License or any other document giving notice of the existence of this License or the license granted hereby.

26.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, Licensee shall maintain, at Licensee's expense, competent flagmen to protect and control movement of vehicles and equipment of Licensee 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.

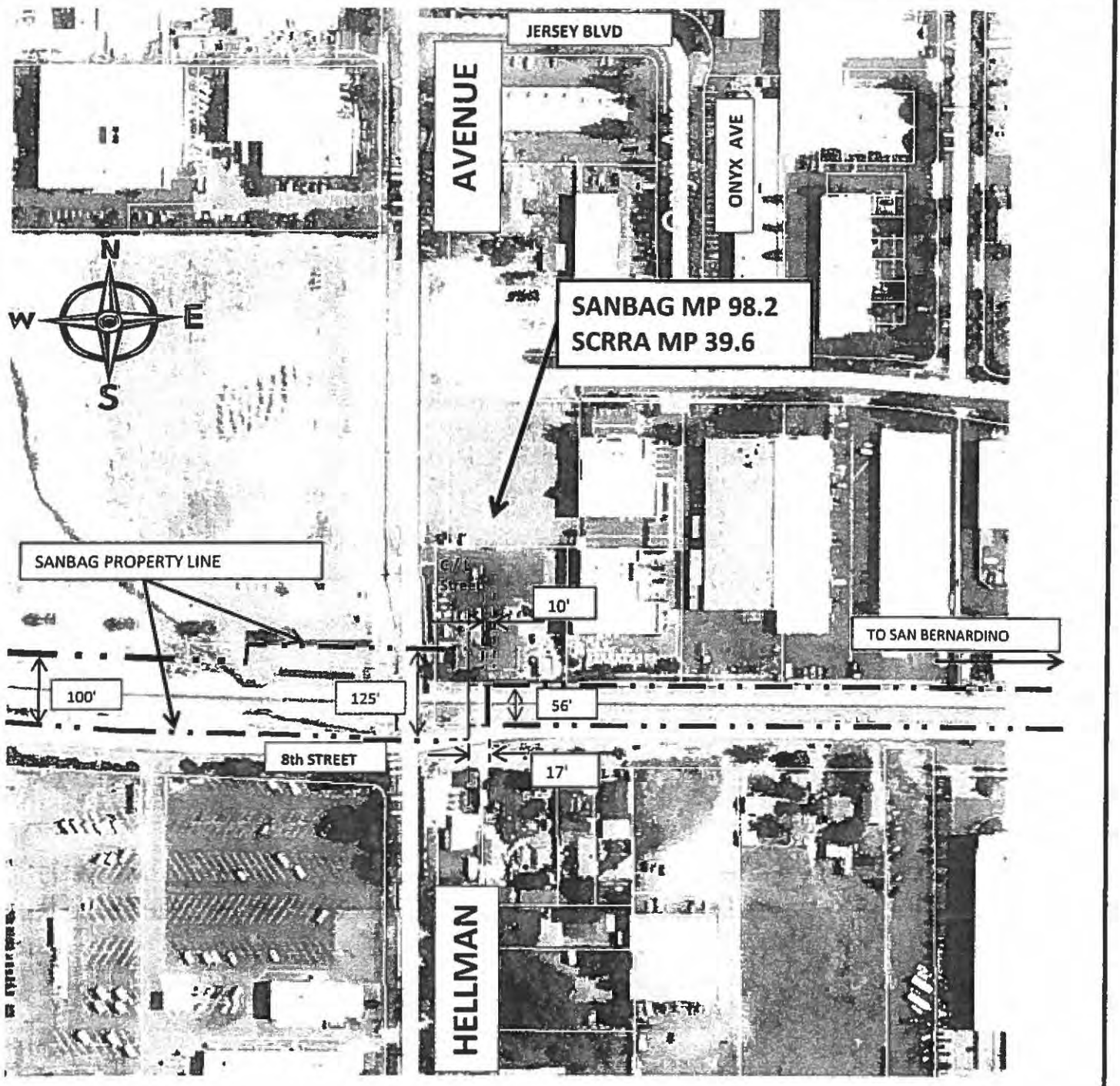
26.22. Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein. To the extent that any additional provisions in Exhibit "D" conflict with the provisions contained in this Part II, Standard License Provisions, the provisions in Exhibit "D" shall control.

Exhibit "A"

Premises

[To Be Inserted]

EXHIBIT "A"



2-2" FIBER OPTIC CABLE WITH UP TO 48 FIBERS EACH IN A CASING OWNED BY CITY OF RANCHO CUCAMONGA SEE RSSB003770 FOR CASING INFORMATION

APN: 0209-032-44

Date 09/17/2013		
Branch/Line San Gabriel Sub	Mile Post SCRRA 39.6 SANBAG 98.2	Lessee/Licensee CHARTER COMMUNICATIONS
County SAN BERNARDINO	Nearest Cross Street HELLMAN AVE	SANBAG File Number RSSB003769 R14085
Area 560 SQ. FT.	City RANCHO CUCAMONGA	Scale 1"=200'
Map Reference SSB6	Use UG FIBER OPTIC	Thomas Guide Grid 602 H4

Governments SANBAG Working Together

SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LICENSES

Licensee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SANBAG property hereunder by the Licensee, its agents, representatives, employees or subcontractors as follows:

Scope of Coverages and Minimum Limits of Insurance (Check all applicable boxes)

Licensee shall maintain and provide proof of insurance coverages at least as broad as and with limits no less than the following:

☒ General Liability: Coverage: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Minimum limits: *$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, and

☒ Excess and/or Umbrella insurance coverage shall be in excess over the General Liability, Automobile Liability & Worker's Compensation of:

☒ *$5,000,000* ☐ *$10,000,000*

☐ Automobile Liability: Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). *$1,000,000* per accident for bodily injury and property damage.

☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. *$1,000,000* per occurrence for bodily injury or disease.

☐ Course of Construction: Providing coverage for "all risks" of loss in the completed value of the project.

☐ Property Insurance against all risks of loss to any tenant improvements or betterments.: Full replacement cost with no coinsurance penalty provision.

☐ Contractors 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.

$1,000,000 per occurrence *$2,000,000* annual aggregate.

☐ Railroad Protective Liability Insurance: Coverage: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SANBAG with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **$6 million annual aggregate** shall apply.

If providing coverage on the London claims-made form, the following provisions shall apply:

a. The limits of liability shall be not less than $3 million per occurrence, combined single limit. A $9 million aggregate may apply.
b. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
c. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

   It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SANBAG, or its designated representative, in SANBAG's sole and absolute discretion, where SANBAG's agreements and obligations with rail operators allow it.

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 the Licensee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Other Insurance Provisions

1. The general liability and automobile liability policies are to contain, or be endorsed to include, the following provisions:
   a. SANBAG and Related Parties are to be covered as insured parties as respects: liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; and automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, or its Related Parties.
   b. For any claims related to this project, the Licensee's insurance coverage shall be primary insurance as respects SANBAG, and its Related Parties. Any insurance or self-insurance maintained by SANBAG, or its Related Parties shall be excess of the Licensee's insurance and shall not contribute with it.
   c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG and its Related Parties.
   d. The Licensee'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.

e. 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.

2. 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. No insurance coverage provided shall prohibit Licensee or Licensee's employees or agents from waiving the right of subrogation prior to a loss or claim. Licensee hereby waives all rights of subrogation against SANBAG and its Related Parties.
3. Additional Insured: All policies, except for Employer Liability/Worker's Compensation and Professional Liability policies, shall contain endorsements naming SANBAG and its Related Parties as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall not limit the scope of coverage for SANBAG or its Related Parties to vicarious liability but shall allow coverage for SANBAG and its Related Parties to the full extent provided by the policy.
4. Course of construction policies shall name SANBAG as loss payee.

Acceptability of Insurers

Insurance is to be placed with insurers admitted in California and with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Licensee shall furnish SANBAG with original certificates of insurance with endorsements as verifying coverage required by this Exhibit B. 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, Licensee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Licensee 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

No hazardous material is permitted to be used or stored on 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 theron, pole lines, signals and other property of 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.

5. 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

6. 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 tum have constant and direct contact with the SCRRA/BNSF flagman/EIC.

7. 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

8. **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

9. 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.

10. 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 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 oil 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 coil 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 by 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 / SCRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.

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:

    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 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.

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.

Licensee	SANBAG

Initials

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 21

Date: May 7, 2014

Subject: Approve License Agreement to access/cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with William Lyon Homes, Inc.

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

1. Approve License Agreement R14158 with William Lyon Homes, Inc. on the San Gabriel Subdivision, City of Upland, SANBAG mile post 100.8.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1405b-mmm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R14158.docx

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.

William Lyon Homes, Inc. is seeking a license agreement for placement of temporary fencing on the perimeter of SANBAG right-of-way. The description of the premises is in the City of Upland, along the San Gabriel Subdivision; approximately 6,800 sq. ft. William Lyon Homes, Inc. is currently working on a project and the scheduled end date for this license agreement is October 1, 2015. With this license agreement William Lyon Homes will pay a one-time administration fee and a monthly license fee until the agreement ends or is terminated.

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 and a monthly License fee of $700 per month to SANBAG by William Lyon Homes, Inc.

All 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 April 17, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 14158 Amendment No. _____

By and Between

San Bernardino Associated Governments acting in its capacity as San Bernardino County Transportation Commission and William Lyon Homes, Inc.

Contract Description License Agreement

Board of Director's Meeting Date: May 7, 2014

Overview of BOD Action: 1. Approve License Agreement R14158 with William Lyon Homes, Inc. onto the San Gabriel Subdivision, City of Upland, SANBAG mile post 100.8

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	1,500 (one-time) + 700 (monthly)	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	2,200 +	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,200 +

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
5/4/14	10/1/15	

Has the contract term been amended? ☒ No ☐ 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? Rail Assets

☐ 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 M. Morales	Monica Morales	4.8.14
Project Manager (Print Name)	Signature	Date
Mitch Alderman	M. A. Alderman	4/3/14
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	4/3/14
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		4/8/14
Contract Administrator (Print Name)	Signature	Date
William Stawarski		4/8/14
Chief Financial Officer (Print Name)	Signature	Date

SANBAG Contract No.: R14158
Epic File No.: RSSB003774
Subdivision: San Gabriel Subdivision
Milepost(s): 100.8

SANBAG Contract No. R14158

LICENSE AGREEMENT

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

WILLIAM LYON HOMES, INC.

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") 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 SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ("SANBAG"), and, WILLIAM LYON HOMES, INC, a corporation of the State of California ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below.

PART I – BASIC LICENSE PROVISIONS

The Basic License Provisions provided in this Part I and the Standard License Provisions set forth in Part II of this License, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this License. In the event of conflict between Part I and Part II or of any Exhibits and Attachments, Part I shall control.

Basic License Provisions	***Part II Section Cross Reference***

1. **Parties.**

SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 West 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

Licensee's Address:
WILLIAM LYON HOMES, INC.
1265 Corona Point Court, Suite 105
Corona, California 92879

Attn: Kevin Eads, Project Manager
Telephone: 951-284-4910
Cell: 949-279-5893
Fax: 855-448-3615
E-mail: Kevin.eads@lyonhomes.com

Basic License Provisions

Part II Section Cross Reference

2. **Description of the Premises.** § 1.1

City/County: Upland, California, San Bernardino County
Subdivision: San Gabriel Subdivision

Address or Milepost Location:
SANBAG Mile Post 100.8
SCRRA Mile Post 37.3

Approximate area:
6,800 square feet; 0.156 acres

See map/diagram in Exhibit "A". In the event of any discrepancies between the description contained in this Part I and Exhibit "A", Part I shall control.)

Description and Dimensions of Premises Area:
A parcel of land approximately five foot (5') wide and one thousand three hundred fifty eight feet (1,358') long

3. **Allowable Improvements, Facilities and Uses. Licensee shall construct only the following improvements and/or facilities and conduct or permit only the following uses on the premises:** § 1.3

Description of Improvements and/or Facilities ("Improvements"):
Use of property for placement of temporary fencing

Use of the Premises:
Placement of temporary fencing on the perimeter of San Gabriel Subdivision Right of Way

4. **Term.**
Commencement Date: May 7, 2014
Term (check one):

☐ A. Month-to-month
☒ B. Until End Date: October 1, 2015 (subject to termination pursuant to the terms of this License – see especially Standard License Provisions §2.2). § 2.1

Basic License Provisions		***Part II Section Cross Reference***
5.	**License Fees.**	§ 3
A.	Administrative Fee: One time fee: $1,500.00	§ 3.1.1
B.	Base License Fee (check one):	
	☒ i. $ 700.00 per month, payable monthly in advance	
	☐ ii. $_____ per year, payable annually in advance	§ 3.1.2
C.	Additional License Fee (check one):	
	☐ i. One-time fee: $_____	
	☐ ii. Other fees: $_____, payable _____	§3.1.3
D.	Base License Fee Adjustment Dates (check if applicable):	
	☐ i. Annually, effective on the first day of the anniversary month of the Commencement Date, based on the published Consumer Price Index (or its successor) ("CPI") as defined in Section 3.2.1 of the General License Provisions.	§ 3.2 § 3.2.1
	☐ ii. At intervals of not less than three (3) years, based on the then current fair market rental value of the Premises as set forth in Section 3.2.2 of the General License Provisions.	§ 3.2.2
	☐ iii. Other: _____ _____	§ 3.2.3
6.	**Security Deposit (if any).** $_____	§ 4
7.	**Insurance Amount.** See Exhibit "B"	§§ 10, 13

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: WILLIAM LYON HOMES

A California corporation

By: _____

Kevin Eads
Project Manager

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting in its capacity as San Bernardino County Transportation Commission

By: _____

W.E. Jahn,
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contract Administrator

PART II – STANDARD LICENSE PROVISIONS

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PART II - STANDARD LICENSE PROVISIONS

1. GRANT AND SCOPE OF LICENSE

1.1. Grant of License. SANBAG hereby grants a non-exclusive, revocable license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 2 of the Basic License Provisions (the "Premises"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Improvements described in Item 3 of the Basic License Provisions, and any usual and necessary related appurtenances thereto (the "Improvements"), for the purposes described in Item 3 of the Basic License Provisions, together with rights for access and entry onto the Premises as necessary or convenient for the use of the Improvement and for no other purpose. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Improvements or the Premises, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The Premises, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property."

1.2. Condition of Premises. Licensee acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. Licensee accepts the Premises "as is" as suitable for the purpose for which the Premises are licensed and assumes all risk with respect to all present conditions of the Premises, including, without limitation, existing environmental conditions. Taking of possession by Licensee shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.

1.3. Use. The Premises and the Improvements shall be used only for the purposes specified in Item 3 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by Licensee in the use of the Premises, the Improvements or the commodity or product being conveyed through the Improvements (if any) without SANBAG's prior written approval.

1.4. Non-exclusive and Revocable Nature of License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the Premises. Licensee agrees that notwithstanding the Improvements made by Licensee to the Premises or other sums expended by Licensee in furtherance of this License, the license granted herein is fully revocable by SANBAG in accordance with the terms of this License.

1.5. Easements. SANBAG reserves to itself the right, from time to time, to grant such easements, rights and dedications that SANBAG deems necessary or desirable, and to

cause the recordation of parcel maps, easement agreements and covenants, conditions and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by Licensee. Licensee shall sign any of the aforementioned documents upon request of SANBAG and failure to do so shall constitute a material breach of this License.

2. TERM, TERMINATION AND SURRENDER

2.1. Term of License. The term of this License shall commence on the "Commencement Date" specified in Item 4 of the Basic License Provisions. If Item 4.A of the Basic License Provisions is checked, this License shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions. If Item 4.B of the Basic License Provisions is checked, then this License shall be a license for the term specified in said Item 4.B. The term of this License as provided above is referred to as the "Term."

2.2. Termination.

2.2.1. Convenience. If Item 4.A is checked, this License shall continue in full force and effect on a month-to-month basis until terminated by either Party on thirty (30) days' prior written notice. If Item 4.B is checked, this License shall continue in full force and effect until the End Date, unless SANBAG, acting by its Executive Directory or his or her designee, for any reason and in its sole and absolute discretion, determines that this License is no longer in SANBAG's best interests. In which case, SANBAG may terminate this License on thirty (30) days' prior written notice, but SANBAG shall also return to Licensee, within thirty (30) days after the termination, the pro-rata portion of any annual license fee paid by the Licensee for the portion of the agreed term that will not be used by Licensee.

2.2.2. Cause. SANBAG may terminate this License for cause in accordance with the provisions hereof, including, without limitation, Sections 24 (Abandonment), 8 (Default, Breach and Remedies) and 25.11 (Assignment). In addition, SANBAG shall have the right to immediately, without notice and at Tenant's expense, terminate this License upon discovery of any default set forth in Section 8.1(d) and abate any such public nuisance and/or dangerous condition.

2.2.3. Public Use. In addition to any and all other termination rights of SANBAG described herein, Licensee hereby expressly recognizes and agrees that the Premises are located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually "Public Use"); and that Licensee's use of the Premises under this License is a temporary, interim use as to which Licensee has no right to nor expectation of use for any particular length of time that may be terminated by SANBAG by thirty (30) days

written notice to Licensee as set forth in Section 2.2.1 above. Accordingly, as a condition to entering into this License, Licensee expressly acknowledges and agrees that:

(a) SANBAG may terminate this License as set forth above for any Public Use, to be determined in the sole and absolute discretion of SANBAG's Executive Director, or designee;

(b) Licensee shall **NOT** object to, oppose, or protest at any approval proceeding; nor file suit to prevent or delay any Public Use when planned or implemented on or adjacent to the Premises;

(c) If SANBAG's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, Licensee shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by SANBAG or any parties having operating rights over the Premises, at Licensee's sole cost and expense, within thirty (30) days after written notice from SANBAG; and

(d) Licensee expressly assumes all risk of any future Public Use as determined by SANBAG and in the event SANBAG terminates this License and requires Licensee to vacate the Premises for any Public Use, Licensee shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:

(i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and

(ii) compensation under any eminent domain or inverse condemnation law.

2.2.4. **Holdover Fee:** If Licensee fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the End Date specified in Item 4.B of the Basic License Provisions or the termination date established as otherwise provided in this License ("Termination Date"), then, in addition to any and all other remedies available to SANBAG under the terms of this License or at law or equity, Licensee shall pay a Holdover Fee equal to twice the Base License Fee in effect on the day prior to the Termination Date, calculated and payable on a monthly basis, for the number of months (partial months counting as whole months) from the Termination Date to the date that Licensee has terminated use and restored the Premises to the required condition. Licensee shall indemnify SANBAG against all liabilities, costs and damages sustained by SANBAG by reason of such holding over.

2.3. Termination of Use and Restoration of Premises. Upon termination of this License in accordance with the terms hereof, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove all alterations additions and Improvements made by Licensee to the Premises and restore the SANBAG Property as nearly as possible to the same state

and condition as existed prior to the construction, reconstruction or installation of said Improvements. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense (including costs, interest, and fees), which Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Improvements. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Improvements are removed and the SANBAG Property is restored.

3. PAYMENTS

3.1. Fees. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the Administrative and License Fees specified in Item 5 of the Basic License Provisions, adjusted as set forth in Section 3.2.

3.1.1. Administrative Fee. The one time Administrative Fee set forth in Item 5.A shall be due and payable upon execution of this License.

[Note: SANBAG may require deposit in advance of preparing the License Agreement, in which case the amount deposited will be applied to the Administrative Fee 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 License Agreement in the event that the License Agreement is not consummated, per SANBAG's adopted policies and procedures.]

3.1.2. Base License Fee. If Item 5.B.i of the Basic License Provisions is checked, the first month's Base License Fee noted therein shall be due and payable upon execution of this License. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term. The Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis. If Item 5.B.ii of the Basic License Provisions is checked, the annual License Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before the anniversary month of the Commencement Date for the convenience of both Parties, without affecting the Term of this License as specified in Section 2.1.

3.1.3. Additional License Fee. If Item 5.C.i of the Basic License Provisions is checked, the one-time fee noted therein shall be due and payable upon execution of this License. If Item 5.C.ii of the Basic License Provisions is checked, the fee noted therein shall be due and payable as indicated in Item 5.C.ii.

3.2. License Fee Adjustment.

3.2.1. Annual CPI Adjustment. If Item 5.D.i of the Basic License Provisions is checked, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the

Commencement Date occurs unless another date is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

3.2.2. Fair Market Adjustment. If Item 5.D.ii of the Basic License Provisions is checked, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SANBAG in good faith. Such increases shall be effective as of thirty (30) days after written notice from SANBAG to Licensee of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

3.2.3. Other Adjustment. If Item 5.D.iii of the Basic License Provisions is checked, then, in addition to any adjustments required under Items 5.D.i and 5.D.ii, the adjustment set forth in 5.D.iii shall be applied in accordance with its terms.

3.3. Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this License will cause SANBAG to incur costs not contemplated by this License, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee 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 Licensee. Acceptance

of any late payment charge shall not constitute a waiver of Licensee'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 License, 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 License and in addition to the payment described in Section 3, SANBAG may require Licensee to pay SANBAG a security deposit in the amount set forth in Item 6 of the Basic License 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 Licensee of all of the terms, covenants, conditions and obligations of this License. If at any time Licensee fails to keep and perform any of the term, covenants, and conditions of this License, 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 Licensee's default or breach. Within a reasonable time after termination of this License and after Licensee has vacated the Premises, SANBAG shall return, without interest, said deposit or portion remaining, if any, after deductions for any unpaid payments and any losses or damage sustained by SANBAG due to any breach or default by Licensee or any damage to the Premises or any failure to restore the Premises to the required condition.

5. TAXES

Licensee 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 by any governmental authority: (a) against the Improvements, the Premises and/or any personal property, fixtures or equipment located on or placed on the Premises, whether owned by Licensee or any person or entity acting for or at the request of Licensee; or (b) as a result of the Licensee's or the Improvements' operations.

6. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Improvements or Premises, and fully and promptly pay all persons who perform labor upon said Improvements or Premises. Licensee shall not suffer or permit to be filed or enforced against the Premises or the Improvements, 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 Licensee, or out of any other claim or demand of any kind. The term "Work" under this License means any construction, reconstruction, installation, restoration, alteration, repair, replacement, or removal, other than normal maintenance. Licensee shall provide SANBAG with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises or the Improvements. Licensee 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. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee 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 Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee 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 Licensee 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 License.

7. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the Premises. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. 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. Licensee, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel"), as a material part of the consideration for this License, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. **In that connection, Licensee expressly 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 License.

8. DEFAULT, BREACH AND REMEDIES

8.1. Licensee Default. Licensee shall be deemed to have breached and be in default under this License when any of the following occurs:

(a) Licensee shall fail to make any payment herein reserved when due, or any reimbursement to SANBAG required herein when due;

(b) Licensee shall vacate all or a substantial portion of the Premises, whether or not Licensee is in default of the payment or other charges due under this License; or

(c) Licensee shall fail to comply with any other term, provision or covenant of this License, and shall not cure such failure within three (3) days after written notice thereof to Licensee.

(d) Licensee 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.

8.2.1. Termination. Upon the occurrence of Licensee's default and breach, SANBAG shall have the right, at any time, with or without notice or demand, to terminate this License, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom Licensee and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that SANBAG may have under this License, at law or equity by reason of Licensee's default or of such termination.

8.2.2. Corrective Measures. Should Licensee default on, 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 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 ,s at Licensee's expense (including fees, costs and interest) which Licensee agrees to pay to SANBAG upon demand.

8.2.3. Costs. If SANBAG incurs any cost or expense occasioned by the default of Licensee (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 Licensee's or other occupant's property; the costs of repairing, altering, and/or otherwise restoring the Premises to a safe and suitable condition, useable and acceptable to SANBAG, rail operators and future licensees; 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. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein

8.3. SANBAG Default and Licensee's Remedies. SANBAG shall not be in default under this License unless SANBAG fails to perform obligations required of SANBAG within sixty (60) days after written notice is delivered by Licensee to SANBAG specifying the obligation which SANBAG has failed to perform; provided, however, that if the nature of SANBAG's obligation is such that more than sixty (60) days are required for performance, then SANBAG shall not be in default if SANBAG commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Licensee's exclusive remedies shall be an action for specific performance or action for damages.

9. INDEMNIFICATION

9.1. Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG, in all of its capacities, and its members, commissioners, officers, directors, employees, 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 Licensee, or its Personnel (as defined in Section 7, Assumption of Risk and Waiver) or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee 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 Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this License, in each case whether occurring during the Term of this License or thereafter.

9.2. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, gross, derivative, sole, joint, concurring or comparative) on the part of Indemnitees and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License. Upon request of SANBAG, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this License.

9.3. Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee'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 Licensee 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 Licensee set forth in this section shall survive the termination of this License.

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. Licensee'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 Licensee's policies.

10.2. Licensee's Insurance. Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this License insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in, Exhibit "B". SANBAG reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, Licensee 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 Licensee under this License. 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 Licensee 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, Licensee 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 Licensee's use and occupancy of the Premises, or if Licensee vacates the Premises and causes any increase in such premiums, then Licensee shall pay as an additional fee the amount of such increase to SANBAG, and, upon demand by SANBAG, the amount required to correct at

Licensee's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

11. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall during the term of this License maintain the Improvements in a first-class condition, shall maintain the Premises in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Improvements as necessary to keep the Premises and the Improvements 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 Licensee or Licensee's Parties, including but not limited to damage arising from any tests or investigations conducted upon the Premises, Licensee 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 Licensee or Licensee's Parties. Licensee 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 and compliance with all applicable standards, specification and safety requirements.

12. ALTERATIONS AND CONSTRUCTION

Except as otherwise provided herein, Licensee 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 Licensee on the Improvements or the Premises shall be performed (a) at Licensee'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, Licensee shall submit Work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to Work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 14 calendar days' written notice prior to commencement of any Work on the Premises or the Improvements, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. SANBAG shall have the right at any time and from time to time to post and maintain notices of non-responsibility Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

13. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee 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, Licensee 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, Licensee 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 License, 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 License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises.

14. REIMBURSEMENT

Licensee 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 Licensee'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 License, 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 Licensee, 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 Licensee 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

Licensee 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. Licensee 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, Licensee 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 Licensee's use of the Premises. Licensee 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 Licensee'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 Licensee) 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 License 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. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG.

18.3. Costs. Licensee 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 the Improvements) any ordinary "for sale" and "for lease" signs. Licensee 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 License, SANBAG may, in its sole discretion and if applicable, require Licensee to retain a duly licensed environmental consultant acceptable to SANBAG who shall perform an environmental assessment of the Premises and Licensee's and Licensee's Parties' business activities and prepare a report on Licensee's and/or Licensee's Parties' compliance with the provisions of this section. SANBAG may, if applicable, require Licensee 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 License, the cost of which shall be the sole responsibility of Licensee. Licensee 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. Licensee 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 Licensee or the Premises. As used herein, "Environmental Law" means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. 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. Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (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) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Improvements or the Premises or contamination of the SANBAG Property (i) which occurs due to the use and occupancy of the Improvements or the Premises by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

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 License; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License.

20.4. In addition, in the event of any release on or contamination of the Premises, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property 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. UNDERGROUND STORAGE TANKS

21.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

21.2. At SANBAG's option, upon the termination of this License at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Material in, on, under and about the Premises, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

22. CONDEMNATION

In the event all or any portion of the Premises shall be taken or condemned for public use by a governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. BROKER'S FEES

Licensee 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 Licensee with regard to obtaining this License.

24. SUBORDINATE RIGHTS

This License is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property 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 and use 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 on the Premises and in the vicinity of the Improvements, regardless of any effect or impact on the Improvements. Licensee shall bear all costs and losses it incurs associated with any modifications to the Improvements necessary to accommodate SANBAG's exercise of any right hereunder. This License is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or

hereafter. This License 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 a covenant against the existence of any such title exceptions.

25. ABANDONMENT

Should Licensee at any time abandon the use of the Improvements or the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this License shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this License

26. GENERAL PROVISIONS

26.1. 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 License 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.

26.2. Governing Law. This License shall be governed by the laws of the State of California.

26.3. Binding Effect. The terms, provisions and covenants and conditions contained in this License 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 License as Licensee, then each shall be jointly and severally liable for all obligations of Licensee hereunder.

26.4. No Third Party Beneficiaries. This License 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.

26.5. Severability. If any term, covenant, condition or provision of this License, 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 License, 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.

26.6. 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 Licensee under this License, provided, however, that interest shall not be payable on late charges incurred by Licensee.

26.7. Captions. The captions included in this License are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this License or any provision hereof, or in any way affect the interpretation of this License.

26.8. Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this License shall survive the expiration or earlier termination of this License, including without limitation all indemnity and defense obligations, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Improvements.

26.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this License shall not invalidate this License, 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 License, 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 License. The subsequent acceptance of payments hereunder by SANBAG shall not be deemed to be a waiver of any preceding breach by Licensee of any provisions, covenant, agreement or condition of this License, other than the failure of Licensee to pay the particular payment so accepted, regardless of SANBAG's knowledge of such proceeding breach at the time of acceptance of such payment.

26.10. Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for a license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other Party that he or she is authorized to do so.

26.11. Assignment. This License and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this License in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this License, which gives SANBAG the right to immediately terminate this License and seek all other available remedies for breach.

26.12. Entire Agreement; Amendments. This License, 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 License. The Parties each acknowledge that no representations,

inducements, promises or agreements, oral or written, have been made by either SANBAG or Licensee, or anyone acting on behalf of SANBAG or Licensee, other than those contained in this License. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this License shall be binding upon the Parties unless they are in writing and executed by the Parties.

26.13. Attorneys' Fees. If either SANBAG or Licensee 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 License 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 License, but arising by reason of or related to any act or omission of Licensee or Licensee's Parties, Licensee 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.

26.14. Nondiscrimination. Licensee certifies and agrees that all persons employed by Licensee and/or Licensee's affiliates, subsidiaries, or holding companies, and any contractors retained by Licensee 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.

26.15. Further Acts. Licensee 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 License, including, at SANBAG's sole discretion, the relocation of the Improvements and the license granted hereby.

26.16. Time of Essence. Time is of the essence for this License.

26.17. Certificates. Licensee 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 Licensee, and an estoppel certificate stating that this License is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this License and such other matters pertaining to this License as may be requested by SANBAG.

26.18. Security Measures. Licensee 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. Licensee assumes all responsibility for the protection of Licensee, Licensee's Parties and their property from acts of third parties.

26.19. 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 License.

26.20. No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the Premises are located, this License, any memorandum of this License or any other document giving notice of the existence of this License or the license granted hereby.

26.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, Licensee shall maintain, at Licensee's expense, competent flagmen to protect and control movement of vehicles and equipment of Licensee 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.

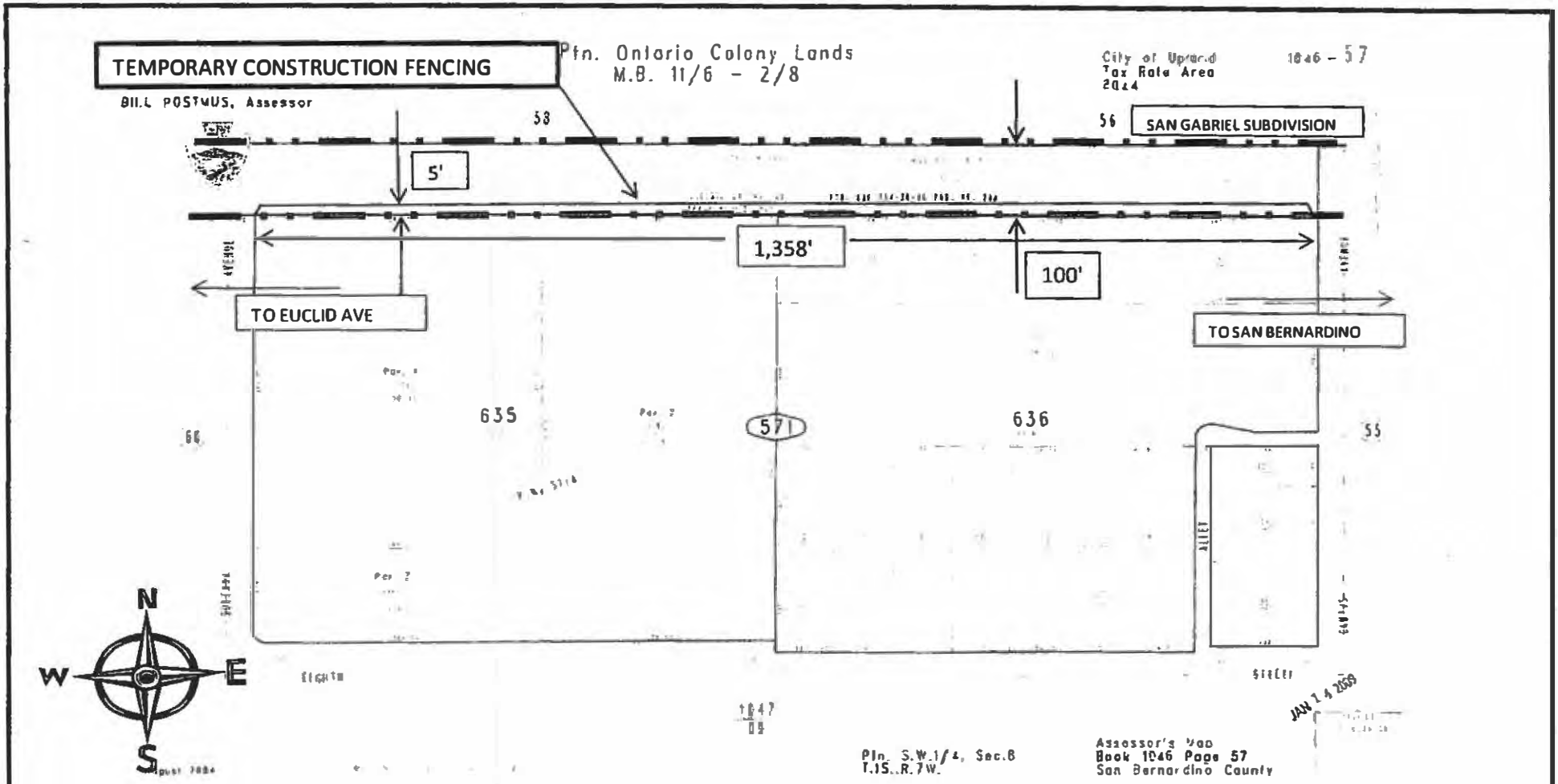
26.22. Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein. To the extent that any additional provisions in Exhibit "D" conflict with the provisions contained in this Part II, Standard License Provisions, the provisions in Exhibit "D" shall control.

Exhibit "A"

Premises

[To Be Inserted]

EXHIBIT "A"



APN: 1046-551-15

Date 03/12/2014		Contract Number RSSB003774
Branch/Line San Gabriel Sub	Mile Post: SCRRA 37.3 SANBAG 100.8	Lessee/Licensee WILLIAM LYON HOMES, INC
County San Bernardino	Thomas Guide Grid 602 C4	SANBAG File Number
Area 6,800 Sq. Ft.	City UPLAND	Use Barrier Fencing
Map Reference RSSB6	Scale NTS	Cross Streets Sultana Ave & 8th Street

Governments
SANBAG
Working Together

SAN BERNARDINO
ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LICENSES

Licensee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SANBAG property hereunder by the Licensee, its agents, representatives, employees or subcontractors as follows:

Scope of Coverages and Minimum Limits of Insurance (Check all applicable boxes)

Licensee shall maintain and provide proof of insurance coverages at least as broad as and with limits no less than the following:

☒ General Liability: Coverage: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Minimum limits: *$1,000,000* 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, and

☐ Excess and/or Umbrella insurance coverage shall be in excess over the General Liability, Automobile Liability & Worker's Compensation of:

☐ *$5,000,000* ☐ *$10,000,000*

☐ Automobile Liability: Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). *$1,000,000* per accident for bodily injury and property damage.

☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. *$1,000,000* per occurrence for bodily injury or disease.

☐ Course of Construction: Providing coverage for "all risks" of loss in the completed value of the project.

☐ Property Insurance against all risks of loss to any tenant improvements or betterments.: Full replacement cost with no coinsurance penalty provision.

☐ Contractors 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.

$1,000,000 per occurrence *$2,000,000* annual aggregate.

☐ Railroad Protective Liability Insurance: Coverage: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SANBAG with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **$6 million annual aggregate** shall apply.

If providing coverage on the London claims-made form, the following provisions shall apply:

a. The limits of liability shall be not less than $3 million per occurrence, combined single limit. A $9 million aggregate may apply.
b. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
c. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

   It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SANBAG, or its designated representative, in SANBAG's sole and absolute discretion, where SANBAG's agreements and obligations with rail operators allow it.

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 the Licensee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Other Insurance Provisions

1. The general liability and automobile liability policies are to contain, or be endorsed to include, the following provisions:
   a. SANBAG and Related Parties are to be covered as insured parties as respects: liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; and automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, or its Related Parties.
   b. For any claims related to this project, the Licensee's insurance coverage shall be primary insurance as respects SANBAG, and its Related Parties. Any insurance or self-insurance maintained by SANBAG, or its Related Parties shall be excess of the Licensee's insurance and shall not contribute with it.
   c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG and its Related Parties.
   d. The Licensee'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.

e. 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.

2. 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. No insurance coverage provided shall prohibit Licensee or Licensee's employees or agents from waiving the right of subrogation prior to a loss or claim. Licensee hereby waives all rights of subrogation against SANBAG and its Related Parties.
3. Additional Insured: All policies, except for Employer Liability/Worker's Compensation and Professional Liability policies, shall contain endorsements naming SANBAG and its Related Parties as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall not limit the scope of coverage for SANBAG or its Related Parties to vicarious liability but shall allow coverage for SANBAG and its Related Parties to the full extent provided by the policy.
4. Course of construction policies shall name SANBAG as loss payee.

Acceptability of Insurers

Insurance is to be placed with insurers admitted in California and with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Licensee shall furnish SANBAG with original certificates of insurance with endorsements as verifying coverage required by this Exhibit B. 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, Licensee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Licensee 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

No hazardous material is permitted to be used or stored on 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 theron, pole lines, signals and other property of 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.

5. 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

6. 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.

7. 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

8. **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

9. 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.

10. 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 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 oil 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 coil 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 by 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 / SCRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.

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:

    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 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.

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

Initials

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: May 7, 2014

Subject: Burlington Northern Santa Fe Purchase Order for Downtown San Bernardino Passenger Rail Project

Recommendation: Authorize the Executive Director, or his designee, to execute a Purchase Order in the amount of $1,800,000 to Burlington Northern Santa Fe (BNSF) for track, signal, engineering, and flag protection work on BNSF's Cajon Subdivision and San Bernardino Subdivision, and on the Redlands Branchline to accommodate the Downtown San Bernardino Passenger Rail Project.

Background: The Downtown San Bernardino Passenger Rail Project (DSBPRP) is an extension of Metrolink commuter rail passenger service. The extension is approximately one mile east from its current terminus at the existing Santa Fe Depot to new Metrolink commuter rail platforms at the proposed San Bernardino Transit Center (SBTC), near the intersection of Rialto Avenue and E Street in the City of San Bernardino. Included within the DSBPRP are new rail platforms at the SBTC and Depot, a pedestrian overpass, construction of a second track parallel to the existing track, grade crossing improvements, roadway closures, and drainage improvements.

Since the construction activities involve work on rail right-of-way owned or maintained by BNSF, a purchase order is needed to cover costs associated with BNSF staff completing track work, signal work, operational safety (flag)

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1405a-cd

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1405/AgendaItems/BRD1405a1-cd.docx

protection, and miscellaneous grade crossing signal and track support. The elements of work to be performed are:

(1) Re-profile 3,264 track feet (TF) of 136 lb Continuously Welded Rail (CWR) and wood ties;
(2) Install 125 TF of 136 lb CWR and wood ties;
(3) Shift 286 TF of 136 lb CWR and wood ties;
(4) Spike and remove one No. 11 turnout;
(5) Install one, 136 lb jump-frog No. 11 turnout;
(6) Provide miscellaneous grade crossing signal and track support.

BNSF has estimated the total cost for the work to be $1,645,723. Staff is requesting the purchase order be issued in the amount of $1,800,000 in the event of any unforeseen issues or circumstances that may arise. $1,800,000 is included in the Fiscal Year 2013/2014 budget.

Financial Impact: This item is being funded from State Transit Assistance – County Population funding and is consistent with the Fiscal Year 2013/2014 Budget.

Reviewed By: This item does not require legal review. This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on April 17, 2014.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRDI405a-cd

SANBAG
WORK ORDER

Work Order No.: _____ Revision No.: Original Date: _____

Issued To: BNSF Railway Company (BNSF)

Total Cost: $1,645,723

Category of Work

BNSF track, signal, engineering, and flag protection work on BNSF's Cajon Subdivision (Pasadena-Redlands Easement) and San Bernardino Subdivision to accommodate SANBAG's Downtown San Bernardino Passenger Rail Project (DSBPRP).

Scope of Work and Justification

In accordance with Article 6 of the Shared Use Agreement (Pasadena-Redlands Easement, Pasadena-Redlands Trackage Rights, SB Shops Trackage Rights, and Cajon Trackage Rights) dated October 30, 1992, as amended, between BNSF and SANBAG, SANBAG has agreed to pay BNSF an estimated $645,723 for trackwork and $1 million for flag protection for BNSF work on their Cajon and San Bernardino Subdivisions to accommodate the DSBPRP. The components of the Cajon (Pasadena-Redlands Easement) work are: (1) re-profile 3,264 track feet (TF) of 136# CWR and wood ties, (2) install 125 TF of 136# CWR and wood ties, (3) shift 286 TF of 136# CWR and wood ties, (4) spike and remove one No. 11 turnout, (5) install one, 136# jump-frog No. 11 turnout, and (6) provide miscellaneous grade crossing signal and track support.

Schedule (Estimated)

Start Date: _____ Completion Date: _____

Cost

Previously Authorized	$_____
This Work Order	$_____
Total Authorized	$_____
Estimated Credits:	
Betterments	$ N/A
Salvage	$ N/A

This Revision

Change in Scope	N/A
Change in Budget	N/A
Change in Expiration	N/A

Change Requested By	N/A
Contingent Approval	N/A

Miscellaneous

In the absence of a revision to this work order issued by SANBAG, SANBAG shall not be obligated to pay for the described work whenever performed in excess of the amount set forth above, and the party to whom this work order is issued shall not be authorized to perform work in excess of the work order amount. All terms and conditions remain the same as stated in the Shared Use Agreement (Pasadena-Redlands Easement, Pasadena-Redlands Trackage Rights, SB Shops Trackage Rights, and Cajon Trackage Rights) dated October 30, 1992, as amended.

When a work order revision is given on contingent approval, it is understood that the condition or circumstances surrounding the revision are still subject to verification and justification. Until these steps are satisfactorily completed, SANBAG's responsibility for any change in costs may be limited. As part of the change verification process, SANBAG may identify the potentially responsible parties (i.e. contractor, agency, etc.). SANBAG reserves all rights as stated in the Shared Use Agreement (Pasadena-Redlands Easement, Pasadena-Redlands Trackage Rights, SB Shops Trackage Rights, and Cajon Trackage Rights) dated October 30, 1992, as amended.

BNSF Authorization

Name/Title	Date
Name/Title	Date

SANBAG Authorization

Name/Title	Date
Name/Title	Date

Governments
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 23

Date: May 7, 2014

Subject: Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) Funding for SANBAG and the City of Needles

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

Approve Memorandum of Understanding No. C14159 with the City of Needles defining the roles and responsibilities for the administration of Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Funds previously allocated to them.

Background: On February 3, 2010, the SANBAG Board approved an allocation to the transit operators from the Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) in the amount of $70,286,423. The allocations provided capital funds to SANBAG and all of the transit operators throughout the county which includes Needles Area Transit.

AB 1072 and PTMISEA Guidelines require that operators submit to Caltrans a PTMISEA Program Expenditure Plan which contains a list of all projects the operator intends to fund with its share of PTMISEA for the life of the bond, including the amount for each project and the year in which the funds will be

*

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1405a-vj
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/ContractsWorkInProcess%20Files%20%202014/C14159.docx

requested. An amendment to the Expenditure Plan reallocates any unspent dollars to the projects that the operators currently need; it does not increase or decrease the amount of the original allocation approved in February 2010.

Under the California Public Utilities Code Section 99314, only certain agencies are eligible to apply for PTMISEA funds. Since the City of Needles is not eligible, SANBAG, acting as the Regional Transportation Planning Agency (RTPA), must serve as the project lead and recipient agency for the allocation previously approved for Needles Area Transit.

There are certain administrative and fiscal responsibilities associated with receiving PTMISEA Population Funds. Under the adopted guidelines for the PTMISEA grant program, the recipient of these funds is required to submit progress reports, fiscal and compliance audits and a close-out report once the project is complete. The purpose of the attached Memorandum of Understanding (MOU) is to identify the roles and responsibilities of SANBAG and the City of Needles with respect to the receipt of the PTMISEA Funds.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 Budget. The PTMISEA 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 April 17, 2014. SANBAG General Counsel has reviewed the MOU and staff report as to form.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

BRD1405a-vj

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14159 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and City of Needles

Contract Description MOU defining roles and responsibilities in applying for and administering PTMISEA grant funds

Board of Director's Meeting Date: 5/7/2014
Overview of BOD Action: To approve the MOU between SANBAG and City of Needles.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	200,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	200,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	200,000

Contract Start Date	Current Contract Expiration Data	Revised Contract Expiration Date
5/7/2014	5/6/2017	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION:

☐ Budget authority for this contract currently exists in Task No. _____.No, authority does not exist.
☐ A Budget Amendment is required. Not required.
How are we funding current FY? N/A - Staff expects to receive funding in FY15.

☐ Federal Funds | ☒ State Funds | ☐ Local Funds | ☐ TDA Funds | ☐ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
SANBAG is serving as a pass through agency for the City of Needles. The City of Needles is not eligible to receive the funding without SANBAG concurrence and participation.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____. N/A

☐ Disa vantaged Business Enterprise (DBE) Goal _____ % N/A

Vanessa Jezik / Vanessa Jezik Project Manager (Print Name)	Signature	4-7-14 Date
Mitch Alderman Task Manager (Print Name)	Signature	4/3/14 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Signature	4/3/14 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	4/7/14 Date
W. Stawarski Chief Financial Officer (Print Name)	Signature	4/8/14 Date

SANBAG AGREEMENT C14159

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

AND

CITY OF NEEDLES

This Memorandum of Understanding (MOU) is entered into by and between the San Bernardino County Transportation Commission ("SANBAG") and The City of Needles ("CITY") for the purpose of defining the roles and responsibilities of the two parties with respect to the receipt of Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account ("PTMISEA") funds allocated to SANBAG pursuant to Government Code section 8879.55(a)(2), hereinafter referred to as "PTMISEA Population Funds".

RECITALS

WHEREAS, CITY is a public entity operating Needles Area Transit; and

WHEREAS, SANBAG, acting as the Regional Transportation Planning Agency ("RTPA"), desires to work as a partner with CITY in ensuring the execution and completion of CITY's projects funded by PTMISEA Population funds and included in the most recent SANBAG Board-approved PTMISEA Expenditure Plan for CITY; and

WHEREAS, SANBAG, must serve as a direct recipient for PTMISEA Population funds that are allocated to CITY by SANBAG due to the ineligibility of CITY to receive PTMISEA funds under State of California Public Utilities Code section 99314; and

WHEREAS, SANBAG acting as the RTPA is the recipient of PTMISEA Population funds and has identified the projects included in CITY's PTMISEA Expenditure Plan eligible for funding as approved by the SANBAG Board on May 7, 2014; and

WHEREAS, this Memorandum of Understanding addresses the roles and responsibilities for the administration of the remaining PTMISEA grant program funds allocated to CITY by SANBAG; and

WHEREAS, the parties understand that the PTMISEA Population Funds applied for by SANBAG, on the behalf of CITY, will be sent directly to SANBAG; and

WHEREAS, the parties acknowledge that certain administrative and financial functions will be necessary in order for the PTMISEA Population Funds allocated to SANBAG to be used for capital projects to be completed by CITY.

NOW, THEREFORE, it is mutually understood and agreed by SANBAG and CITY as follows:

ARTICLE I. RESPONSIBILITIES OF SANBAG AND CITY

A. CITY shall assist SANBAG in determining eligible capital projects and the amount of PTMISEA Population Funds allocated to SANBAG required for each eligible City of Needles project and PTMISEA application.

B. CITY shall prepare and submit an invoice to SANBAG for the PTMISEA Population Funds upon project completion.

C. CITY shall prepare, with assistance from SANBAG, all required grant progress reports and close out reports, in accordance with the PTMISEA guidelines developed by Caltrans. SANBAG will submit the progress reports and close out reports to Caltrans, on the behalf of CITY. Progress reports are to be submitted to Caltrans on a semi-annual basis. A Project Close-out Report is to be submitted at project completion.

D. CITY shall, after receipt of any portion of the PTMISEA Population Funds made available from SANBAG and through the completion of the project, include any required fiscal and compliance audit requirements in the annual independent audit of CITY.

E. CITY will prepare, with assistance from SANBAG, the application and documents required to apply for PTMISEA Population Funds. SANBAG will submit the application and required documents to Caltrans, on the behalf of CITY, in accordance with the schedule developed by Caltrans for the PTMISEA Population Funds for mutually agreed upon eligible projects.

F. SANBAG shall include the receipt and disbursement of the PTMISEA Population Funds made available to CITY in its annual independent fiscal and compliance audit.

G. CITY is responsible for ensuring the project is completed as described in the Allocation Request, or Corrective Action Plan approved by Caltrans if applicable, and ensuring compliance with all requirements included in the Certifications and Assurances document as described in Attachment A, included herein and made a part of this agreement.

ARTICLE II. GENERAL PROVISIONS

A. Term of MOU: This MOU shall be effective upon execution by SANBAG. The MOU shall remain in effect until terminated by mutual written consent of both parties.

B. The State of California Budget Act of 2013 re-appropriated the remaining PTMISEA Population Fund balances from the Fiscal Year 2007-2008 through to the Fiscal Year 2010-2011 appropriations to be available for allocation until June 30, 2014, and for encumbrance or liquidation until June 30, 2018. It has been the State of California's practice to extend the encumbrance or liquidation date one year with each budget act. However, there is no guarantee that the extension will continue to occur. The project for which the State of California allocated PTMISEA Population Funds shall commence within six months of the allocation. If the project fails to move forward within six months the State of California will require a Corrective Action Plan in accordance with the PTMISEA Guidelines. If the project continues to experience delays

the State of California may request that the PTMISEA Population Funds be reallocated to a different project.

C. Legal Authority: SANBAG and CITY warrant that they are duly authorized to execute this MOU on behalf of said parties and that, by so executing the MOU, the parties hereto are formally bound to the provisions of this MOU.

D. Assignment: Neither this MOU, nor any of the parties' rights, obligations, duties or authority under this MOU may be assigned in whole or in part by either party without the proper 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. Consent to any assignment shall not be deemed consent to any subsequent assignment.

E. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this agreement.

F. Withdrawal and Termination: Any party may withdraw from this MOU upon thirty (30) days written notice to each party, providing that the notice of withdrawal sets for the effective date of the withdrawal and the reason for the withdrawal.

G. Notices: Any notices, requests, or demands made between the parties pursuant to this MOU are to be directed as follows:

The City of Needles
817 Third Street
Needles, CA 92363
Attn: Rick Daniels
City Manager
(760) 326-2113

San Bernardino Associated Governments
1170 W Third Street, 2nd Floor
San Bernardino, CA 92410
Attn: Mitch Alderman
Director of Transit and Rail Programs
(909) 884-8276

H. Severability: If any term, provision, covenant, or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

I. Counterparts of MOU: This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

J. Force Majeure: Either party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, national fuel shortage or a material act or omission by the other party, when satisfactory evidence of such cause is presented to the other party and provided further that such nonperformance is unforeseeable beyond the control and is not due to the fault of negligence of the party not performing.

K. The Recitals are incorporated into and made a part of this MOU.

In Witness Thereof, the Parties have executed this Memorandum of Understanding effective on the date executed by SANBAG.

SANBAG	CITY OF NEEDLES
W.E. Jahn Board President	Rick Daniels City Manager
Date	Date
Approved as to Form:	Approved as to Form:
Eileen Monaghan Teichert SANBAG General Counsel	City Attorney City of Needles
Date	Date

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 24

Date: May 7, 2014

Subject: Interstate 15 Widening Project, Phase 2

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

Approve Cooperative Agreement C14118 with the California Department of Transportation for the Construction of Phase 2 of the Interstate 15 Widening Project.

Background: **This is a new agreement.** Beginning in 1998, San Bernardino Associated Governments (SANBAG) has partnered with California Department of Transportation (Caltrans) to fund the 28.7 mile widening of Interstate 15 (I-15) from Mojave Drive in Victorville to the junction of SR-58 Interchange in Barstow. The project was split into two phases by Caltrans because of the environmental complexity associated with widening the Mojave River Bridge. Phase 1 of the widening project, which was completed in July 2005, added one additional mixed flow lane in each direction between Mojave Drive and SR-58 and realigned the Mojave Northern Rail underpass. However, the third lane that was added between Mojave Drive and the existing Stoddard Wells Road Interchange was not built according to Federal Highway Administration (FHWA) design standards and resulted in substandard median and outside shoulders. Phase 2 of the I-15 widening project is currently scoped to include reconstruction and access modifications at the "D" Street, "E" Street, and Stoddard Wells

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1405a-az
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/ContractsWorkInProcess%20Files%20%202014/C14118.docx

Interchanges and to widen the Mojave River Bridge so that the I-15 median and outside shoulders could be brought up to FHWA design standards.

In July 2011, Caltrans agreed to down-scope Phase 2 of the project to delay relocation of the existing Stoddard Wells Road interchange. This change in scope allowed Caltrans to meet the commitment to FHWA to correct the design exceptions while freeing $12.8 million of Regional Improvement Program (RIP) funds for the Devore Interchange project and $25.6 million of Interregional Improvement Program (IIP) funds for the SR-58 widening projects. This strategy was unanimously approved by the Mountain/Desert Policy and Major Projects Committees in August 2011 and incorporated into the 10-Year Delivery Plan. The relocation of the Stoddard Wells Road interchange, referred to as Phase 2B, will be initiated by Caltrans in the future.

Throughout both I-15 projects, Phase 1 and Phase 2, SANBAG has been a funding partner with Caltrans. SANBAG's current commitment to Phase 2 represents 37.26% of the construction capital costs and is funded with RIP and federal STP funds that have been previously committed by the SANBAG Board.

Under this construction cooperative agreement, Caltrans will Advertise, Award, and Administer (AAA) the construction of the I-15 Widening Project, Phase 2. The construction is scheduled to begin in December 2014 for a total estimated construction cost of $81.7 million, which includes both capital and support expenses. This agreement will allow Caltrans to access the federal STP funds directly so that no funds will flow through the SANBAG budget.

It should be noted that the draft agreement that was presented to the Mountain/Desert Policy Committee in February was much more robust. In particular, the agreement committed SANBAG to ensuring that hazardous material management activities would be undertaken with minimum impact to the project schedule if hazardous materials were encountered outside of State right of way during construction. Because these activities would be outside of the jurisdiction of SANBAG, staff indicated that SANBAG could be an "advocate" for the project but could not "ensure" that these activities would occur. Staff had indicated to the Committee that a final agreement would not be brought to Board for approval until that requirement was amended. Caltrans has provided a new agreement that designates SANBAG as solely a funding partner and removes SANBAG from all other requirements during the construction phase of the project.

Financial Impact: This item has no impact on the adopted Fiscal Year 2013/2014 budget. Caltrans is the lead agency for this project, so these funds will not flow through the SANBAG budget.

Reviewed By: This item and a draft of the agreement was reviewed and unanimously recommended for approval by the Mountain/Desert Policy Committee on February 21, 2014. SANBAG General Counsel and Contract Administrator have approved this item and the Cooperative Agreement as to form.

Responsible Staff: Andrea Zureick, Director of Fund Administration and Programming

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 14118 Amendment No. _____

By and Between

San Bernardino Associated Governments acting as the San Bernardino County Transportation Commission and California Department of Transportation

Contract Description Cooperative Agreement for the I-15 Widening Phase 2 Project

Board of Director's Meeting Date: 5/7/14
Overview of BOD Action: Approve Cooperative Agreement

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW					
Original Contract Amount	$	0	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amou t** *Inclusive of prior amendments*	$	
Curre t Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
3/5/14	12/31/2017 (estimated)	

Has the contract term been amended? ☒ No ☐ 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? No funds will flow through the SANBAG budget.

☒ Federal Funds | ☐ State Funds | ☐ Local Funds | ☐ TDA Funds | ☐ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: N/A

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Andrea Zureick Project Manager (Print Name)	Andrea Zureick Signature	4/22/14 Date
Andrea Zureick Task Manager (Print Name)	Andrea Zureick Signature	4/22/14 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	4/22/14 Date
Jeffery Hill Contract Administrator (Print Name)	 Signature	4/22/14 Date
William Stawinski Chief Financial Officer (Print Name)	 Signature	4/28/14 Date

C14118
Contract Summary Sheet 11/6/12

COOPERATIVE AGREEMENT
Local Contribution Only

This Agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino Associated Governments, acting as the San Bernardino County Transportation Commission, a public entity, referred to hereinafter as SANBAG.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.

2. CALTRANS is to reconstruct existing "D" and "E" Street and Stoddard Wells Road interchanges; widen Victorville separation overhead; construct new northbound collector distributor bridge over "D" and "E" Streets, Burlington Northern Santa Fe Railroad; widen Mojave River Bridge and construct new west frontage road bridge over Mojave River; upgrade 4.1 miles of the mainline to current roadway standards; realign east frontage road; construct new west frontage road; and add an auxiliary lane and deceleration lane in/near Victorville from 0.6 miles north of Mojave Drive to 1.0 miles north of existing Stoddard Wells overcrossing (Phase 2), referred to herein as PROJECT.

3. SANBAG will contribute a fixed amount of $3,637,000 to the PROJECT. Contributed funds will be used for the PROJECT.

4. PARTNERS hereby set forth the terms, covenants, and conditions for SANBAG's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

5. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the construction of PROJECT.

6. SANBAG is a FUNDING PARTNER contributing a fixed amount toward the PROJECT as defined in the FUNDING SUMMARY.

7. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

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

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

10. This agreement is intended to be PARTNERS' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

11. SANBAG will contribute the funds listed below for construction:

FUNDING SUMMARY				Toll Credits Match
Fund Source	Funding Partner	Fund Type	Amount	
FEDERAL	SANBAG	STPL	$3,637,000	
LOCAL	SANBAG	Toll Credit Matching for STPL		417,164
		Total Funds	$3,637,000	417,164

12. No invoicing will occur for this PROJECT.

13. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.

14. CALTRANS will draw from any state and/or federal fund sources shown in the FUNDING SUMMARY table for this PROJECT.

10. This Agreement will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

FUNDING PARTNER – A partner who commits a defined dollar amount to the PROJECT.

FUNDING SUMMARY – The tabular listing of a FUNDING PARTNER'S commitments including the dollar amount, fund source, fund type, and, if applicable, the PROJECT COMPONENT in which funds are to be spent. Funds listed in the FUNDING SUMMARY are "not-to-exceed" amounts.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

SPONSOR – The PARTNER that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of PROJECT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:
Melecio Chalco, Project Manager
464 West 4th Street, 6th Floor (MS 1229)
San Bernardino, CA 92401-1400
Office Phone: (909) 383-6761
Fax Number: (909) 383-6938
Email: melecio.chalco@dot.ca.gov

The primary Agreement contact person for SANBAG is:
Andrea Zureick, Director of Fund Administration & Programming
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Office Phone: (909) 884-8276
Email: azureick@sanbag.ca.gov

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Basem E. Muallem, P.E.
District Director

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
Budget Manager

SAN BERNARDINO ASSOCIATED GOVERNMENTS, acting as the San Bernardino County Transportation Commission

By: _____
W.E. Jahn
Board President

ATTEST:

By: _____
Vicki Watson
Board Secretary

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

DISCUSSION ITEMS

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 26

Date: May 7, 2014

Subject: Fiscal Year 2013/2014 Work Goals and Objectives – Third Quarter Update

Recommendation:* Receive Fiscal Year 2013/2014 Third Quarter Work Goals and Objectives update.

Background: The SANBAG Fiscal Year 2013/2014 Work Goals and Objectives establish the Board of Directors priorities for the year. The Executive Director uses this as a tool with the Executive Management Team to evaluate SANBAG's progress in achieving the Board's priorities. This report is a quarterly update on those work goals and objectives.

Financial Impact: This item is consistent with the adopted Fiscal Year 2013/2014 budget.

Reviewed By: This item has not received prior policy committee or technical advisory committee review.

Responsible Staff: Raymond Wolfe, Executive Director

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1405b-rw

http://portal.sanbag.ca.gov/mgmt/workgroups/admin/Administration%20Workgroup%20Library/Fiscal%20Year%202013%20work%20goals_Q3%20report.docx

Governments SANBAG Working Together

Initiative #1: Focus on creating and strengthening collaborative partnerships with governmental and business entities							
1A	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division(s)	Status
	Create Vision in Action Awards to recognize "Business Friendly", "Cradle to Career", and regional collaboration. Make the awards part of the General Assembly.	Work with Vision Element Groups to identify exemplary programs for this year's awards. Develop full program of criteria and nomination process for next year. Business Friendly award can be similar to Orange County Business Council "Red Tape to Red Carpet" awards.	Identify award recipients in concert with Vision element groups.	*IEEP has scheduled their awards program "Red Tape to Red Carpet Awards" on February 19. We are working with them on the program in partnership with WRCOG and CVAG.* *Staff is working with the County Vision steering group and has developed criteria for annual visioning awards for the business friendly category and is working with the visioning steering committee on the cradle to career award criteria. These awards are planned to be presented at the GA in June.* *It has been decided to continue to work with IEEP on Business Friendly awards and to work through General Assembly awards for all others so as not to duplicate efforts.*	COG		

1 Green shading equates to good progress
Yellow shading means the work is behind schedule
Red shading signifies urgent and significant challenges in completing the task

			Develop nomination submittal and vetting process in concert with Vision element groups for next year.	*Preparing to send call for nominations out in January 2014.* *In preparation for the General Assembly, WTS has proposed a program recognizing local accomplishments in each of the 24 cities/towns and the five supervisorial districts comprising the County. This was unveiled at the November 6 Board meeting. Applications are due March 15, 2014.* *Nomination deadline extended. Applications are being submitted and will be evaluated for awards to be presented at General Assembly.*	COG		
	Notes						

Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

1B	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division(s)	Status
	Evolve General Assembly into a regional "must attend" destination event	Work closely with incoming Board President to set focus, and then secure support to deliver as appropriate	Outline plans including speaker by mid-January 2014	*We have already identified the date, the speaker and the venue. Save the Date cards will be sent out in October, so we are well on the way to a great event.*	COG	Legislative and Public Affairs	C
			Coordinate external team by mid-January 2014	*WTS is managing the effort this year.*	COG	Legislative and Public Affairs	C
			Secure facilities and speaker by early February	*The event will be held on June 12, 2014 at the Citizen's Business Bank Arena in Ontario. Ben Stein will provide the keynote address.*	COG	Legislative and Public Affairs	C
	Notes						

1C	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division(s)	Status
	Create regional forums to discuss issues of regional concern throughout the County	Actively seek issues of regional concern, coordinate meetings with key stakeholders including legislators	Conduct West Valley regional forum in Q1	*A June 4th event was held in the West Valley regarding the proposed San Gabriel Mountains National Recreation Area and featured presenters from the National Parks Service and the Santa Monica Mountains National Recreation Area.*	COG	Legislative and Public Affairs	C
			Conduct East Valley regional forum by Q3	*Working with East Valley city managers to identify important issues for possible forum topics.*	COG	Legislative and Public Affairs	

3 Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

				If an appropriate topic can be identified we anticipate a forum after the General Assembly in the summer. Will not have a forum just to have a forum, need to identify meaningful topic.			
			Conduct Mountain/Desert regional forum by Q4	*A forum was conducted October 3 at Copper Mountain College. San Bernardino County Superior Courts Presiding Judge Marsha Slough spoke along with San Bernardino County Sheriff McMahon and Caltrans District 8 Director Basem Muallem.*	COG	Legislative and Public Affairs	C
	Notes						
	Also planning a veterans hiring forum to occur in FY 2013-14.						
1D	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division(s)	Status
	Enhance COG role	Coordinate role in implementing Countywide Vision	Conduct meeting with school districts and other stakeholders to discuss the primary goal of "cradle to career"	*Steering committee has been formed to develop a cradle to career education forum to be hosted by SANBAG to bring together education community, business leaders and local elected officials. Plan is to have a forum in the spring of 2014. Spring plans have been placed on hold as*	COG	Legislative and Public Affairs	

Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

				School groups continue to work on collective impact model and as elections draw for new Superintendent of Schools. Will work with new Superintendent to plan event for sometime in FY 14/15.			
			Participate in Vision Element Groups and integrate SANBAG as appropriate	*Have scheduled vision related presentations for all SANBAG Board meetings. SANBAG staff has taken lead roles in the Jobs/Economy and the Environment element groups. Staff also participates with Coutny CAO staff on Visioning steering committee. Work continues with steering committee and SANBAG is involved in planning activities.*	COG	TBD	
			Develop "Business Friendly Best Practices" inventory	*The business friendly best practices document is complete and has been reviewed by the steering committee and city managers. the members of the Housing Vision Element are now reviewing and providing feedback because much of the focus is on development processing. Expect all feedback and review to be complete by February 17, 2014 With presentation to Board to follow.*	COG	Legislative and Public Affairs	

5 Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

				Feedback received from Building Industry Association at a March 19th workshop. This feedback is being integrated into the final report which is scheduled to be presented to the Board May 7th.			
	Notes						
	Meet monthly with Countywide Vision steering group in County CEO's office.						
1E	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Provide leadership and assistance to our members in implementing clean energy and energy conservation projects to reduce utility bills and greenhouse gas emissions.	Continue to work on providing information and regional programs to all SANBAG members that reduce utility bills and greenhouse gas through energy efficiency and clean energy.	Conduct a joint Solar Power Procurement with cities that are interested in solar power for their facilities.	*Phase I of joint solar procurement program is complete with consultant reviewing city utility bills and completing preliminary financial analysis of proposed solar sites. Cities have received the phase I report and will be presented with cost and financing options in January with which to make a decision about proceeding with Phase II which is the actual solar procurement and installation. Cities have a May 9th deadline to decide whether to proceed with Phase II or not. After deadline, will coordinate work to bid and install solar. Anticipate completion by Q1 2015.*	COG		

6 Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

			Initiate a Property Assessed Clean Energy program for all of San Bernardino County so property owners can access capital to install energy conservation and clean energy projects.	*The HERO Program commenced in October 2013. It has been a huge success thus far, with 2,554 applications approved through the end of 2013 for up to $102.3 million of improvements. Of those approved applications, 1,423 so far have selected a contractor and are moving forward with energy efficiency or solar power projects totaling $27.6 million. These property owners will annually save $417,000 annually on their utility bills and reduce greenhouse gas emissions by 1,180 tons. Program operating well have funded 1,717 projects valued at $31.4 million since October 2013.Anticipate 7,000 projects valued at $119 million during FY 14/15.* *Have also started work on an Energy Leader program in partnership with SCE. SANBAG staff has developed a program abstract and has submitted to SCE for approval.*	COG		C

Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

				If approved at the level requested, staff will work with cities in early 2014 to get them to sign up to implement energy saving programs and receive utility rebates and credits. Progress delayed as we work with SCE to fine tune proposal. Second draft of proposal submitted to SCE and are awaiting word on approval before proceeding. If approval is received, anticipate beginning work in FY 14/15.			
	Notes						

Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

Governments SANBAG Working Together

Initiative #2: Accelerate delivery of capital projects							
2A	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Effectively advocate to maintain historic funding levels provided by state and federal governments	Work with regional and statewide entities to ensure that MAP-21 is implemented consistent with SANBAG's goals and policy priorities	Q2 - Primary Freight Network designations expected to be released	*On Monday November 19th, the U.S. Department of Transportation released the draft Primary Freight Network (PFN), as required by the Moving Ahead for Progress in the 21st Century Act (MAP-21). San Bernardino County fared well in the overall analysis, with the entire length of I-10, I-15, I-40 and SR-60 included (approximately 406 miles). There is some question of whether portions of SR-210 and SR-30 are accurately included, but this will be an item we hope will be clarified in the final map, yet to be released.*	Legislative and Public Affairs		
			Q2 – Passage of any state legislation in 2013, taking effect in 2014	*Worked with regional stakeholders and Caltrans on the implementation of MAP-21on bills related to the Active Transportation program and the Congestion Mitigation and Air Quality program. Some ongoing efforts continue with Caltrans regarding additional*	Legislative and Public Affairs		C

Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

				implementation efforts that do not require legislative action and on coordination of comments to federal rulemakings for MAP-21 streamlining provisions.			
	Notes						
2B	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Deliver all highway/interchange commitments listed in FY 2013/2014 budget	Commence construction of Lenwood Grade Separation	CTC allocationAugust 2013	*Complete; Allocation deferred by CTC due to reluctance by SCE to sign a Buy America compliant Utility Agreement (UA). UA was needed to receive allocation.*	Major Projects		C
			Contract bid October 2013	*Project delayed due to Buy America clause in utility agreement, which has been resolved.*	Major Projects		C

Green shading equates to good progress
Yellow shading means the effort is lagging the committed time schedule
Red shading signifies serious impediments to progress that could translate to failure in completing the task

			Contract award December 2013	*See above*	Major Projects		C
		Commence construction of Palm Avenue Grade Separation	CTC allocation March 2013	*Complete*	Major Projects		C
			Contract bid July 2013	*Complete*	Major Projects		C
			Contract award Sept. 2013	*Complete*	Major Projects		C
		Commence construction of Baseline Avenue Interchange Improvement	CTC allocation June 2013	*Complete*	Major Projects		C
			Contract bid ~~February 2014~~ March 2014	*Delayed due to federal fund recipient issue. Working with the City, Caltrans and FHWA to amend the FTIP to reflect the City as the sole recipient of SLPP and IMD funds.*	Major Projects		C
			Contract award ~~May 2014~~ June 2014	*Re-bidding due to bid discrepancy*	Major Projects		
		Commence construction of I-10 Tippecanoe, Phase II	Federal Allocation ~~October 2013~~ ~~March 2014~~ July 2014	*Project delayed due to Resolution of Necessity process with property owner to be heard at the CTC. Also, TCIF savings were identified for use on this project, which triggered the need to update the FTIP prior to the required allocation by the CTC and subsequent federal obligation request.*	Major Projects		
			Contract bid ~~November 2013~~ ~~June 2014~~ August 2014	*See above*	Major Projects		

Green shading equates to good progress
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			Contract Award ~~January 2014~~ ~~August 2014~~ September 2014	*See above*	Major Projects		
		Commence construction of Laurel Street Grade Separation	CTC allocation June 2013	*Complete*	Major Projects		C
			Contract bid July 2013	*Complete*	Major Projects		C
			Contract award Sept. 2013	*Complete*	Major Projects		C
		Complete construction of La Mesa/Nisquali Interchange	Construction completion (open to traffic) July 2013	*Complete*	Major Projects		C
		Complete I-215 Segments 1 & 2 construction	Construction completion (open to traffic) January 2014	*Expect completion in late January*	Major Projects		C
		Complete Northbound Milliken Grade Separation construction	Construction completed (open to traffic) July 2013	*Complete*	Major Projects		C
		Complete alternatives analysis of I-10/I-15 Corridor improvements	Board decision on including Express Lanes as an alternative October 2013	*Board agreed to proceed with Express Lanes alternative through completion of PAED for both I-10 and I-15 at December 4 meeting.*	Major Projects		C
	Notes						

2C	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Deliver all transit and rail project commitments listed in the FY	Commence construction on Downtown San	Award contract by beginning of Q3	*Contract awarded in December. Work commencing.*	Transit and Rail		C

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	2013/2014 budget	Bernardino Passenger Rail and Transit Center Projects					
		Complete Redlands Rail PA&ED	Before the end of Q3	*Behind schedule. EIR/EIS should be accepted in Q4. Environmental work is expected to be completed by fall 2014. Delayed due to FTA.*	Transit and Rail		
		Study alternatives to provide Metrolink service into Ontario Airport	Develop and award RFP by end of Q2	*Consultant contract awarded in Q1. Completion of final report is anticipated in September 2014.*	Transit and Rail		C
		On-Call RFP for Transit and Rail Services (Studies, Capital Projects and Operations)	Develop and award RFP by end of Q1	*Contract awarded at December 4 Board meeting.*	Transit and Rail		C
		FTA Grantees	Work with SANBAG departments to comply with FTA guidelines to submit to FTA by end of Q3	*Initiated work within SANBAG, however assistance will be needed from on-call contact which was awarded on Dec 4th. Anticipated submittal into Q3 in FY15.* *See Notes Section*	Transit and Rail	Fund Admin. and Programming, Planning, Procurement, Legal, Legislative and Public Affairs	
	Notes						
	A complete list has been created with all documents needed for FTA submittal. There are 6 outstanding documents out of 12 needed, which require the assistance of the On-Call Consultant services contract. These include SANBAG SRTP, Title VI Program, Grants Procedure/Manual, EEO Plan, DBE Program and Procurement Manual. The delay in completing in part has been attributed to other higher priority projects within the department of Transit and Rail.						

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2D	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Deliver the highest quality and most cost effective rail & transit projects and service possible in San Bernardino County	Explore consolidation of ~~various regional transit agencies~~ Victor Valley Transit Agency, Barstow Area Transit, Needles Area Transit to provide greater efficiencies and more coordinated service and project delivery	Study consolidation of Victor Valley Transit Agency (VVTA), Barstow Area Transit, Needles Area Transit to a single transit provider	*Study is complete. Implementation underway with presentations to city/town council meetings.*	Transit and Rail	Fund Admin. and Programming, Legislative and Public Affairs	C
			Study the efficiency of all seven transit operators	*On-call consultant contract awarded in Q2, which will be the vehicle used to deliver this work. Scope developed and task order expected to be executed in January 2014.*	Transit and Rail	Fund Admin. and Programming, Legislative and Public Affairs	
	Notes						

2E	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Manage TDA funds in accordance with SANBAG Board priorities	Complete Omnitrans COA	Work with joint ad hoc committee and SANBAG Board to resolve outstanding issues by Q2	*Complete.*	Transit and Rail		C

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		Develop long-term plan to ensure cost projections do not exceed revenues for Valley Apportionment (this requires a review of Omnitrans as well as Metrolink expenditures)	Complete by September 2014	*On-call consultant will prepare SRTP which is expected to address this issue. Scope of work has been prepared, on-call consultant was not awarded until Q2 (Dec). Project timeline is 9 months from issuance of CTO.*	Transit and Rail	Fund Admin. /Programming	
	Notes						

Initiative #3: Maximize funding opportunities

3A	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Use strategic programming to ensure that no funds are lost	Manage projects closely with Caltrans to ensure adequate review resources available when projects ready	May 1 is Caltrans' deadline for guaranteed access to federal OA	*Exceeded OA target by 100%*	Fund Admin. and Programming	Major Projects, Transit and Rail	C
			June 30 is CTC deadline for project allocation or extension requests	*All funds available from the CTC were allocated by CTC deadlines for FY12/13 and are scheduled for allocation by the deadlines for FY13/14 .*	Fund Admin. and Programming	Major Projects, Transit and Rail	
	Notes						

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3B	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Protect San Bernardino County's equitable share of available state and federal funds	Develop funding strategies that result in opportunities to seize additional state and federal funds	Use more than 100% federal OA each fiscal year to be candidate for additional OA through August redistribution – Q4	*All funds allocated by the CTC were allocated for FY12/13. Secured 200% federal program delivery for federal FY12/13. Planned obligations for FY13/14 will exceed the OA targets for FY13/14. Staff will continue to monitor project schedules and project closeouts to ensure we can exceed target.*	Fund Admin. and Programming	Major Projects, Transit and Rail	C
		Promote policies to garner more state and federal funding	Ongoing as issues arise	*Will be advocating in 2014 to ensure that Cap and Trade funds resulting from the expansion of the program to transportation fuels are allocated to transportation projects, per the Board adopted Legislative Platform.* *Additionally, advocacy will occur as MAP-21 expires in the fall of 2014 to ensure that funding levels and favorable policies are protected and preserved in any extension or reauthorization.*	Fund Admin. and Programming	Legislative and Public Affairs	
		Advocate legislation that protects and grows state and federal funds	Evaluate results of prior year advocacy efforts – Q2	*End of Year report provided at the December 6 Board meeting highlighting legislation signed by the Governor in 2013 that impacts SANBAG.*	Legislative and Public Affairs	Fund Admin. and Programming	C

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			Develop platform for next fiscal year – Q2	*Legislative platform update approved by the Board of Directors in December 2013.*	Legislative and Public Affairs	Fund Admin. and Programming	C
	Notes						
3C	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Develop long-term bonding needs to help leverage other funds and deliver projects	Name financial advisor, bond and disclosure counsel, and investment bankers	Completed by September 2013	*Financial Advisor RFP's were received and reviewed by a panel in May. Final candidates were interviewed, following the initial review and the finalist for Financial Advisor was recommended at the June General Policy Committee and September Board meetings. Montague DeRose & Associates, LLC was awarded the contract.* *General Counsel is responsible for the bond and disclosure counsel. RFP's were received and reviewed by a panel in July. Final candidates were interviewed following the initial review and finalists for bond and disclosure counsel were recommended at the August General Policy Committee*	Finance		C

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				and September Board meetings. Orrick, Herrington & Sutcliffe LLP and Fulbright & Jaworski LLP were awarded the contracts for Bond Counsel and Disclosure Counsel respectively. *Twenty-three RFP's were received for investment banking services. The RFP's were reviewed by a panel and nine firms were interviewed in August. Finalists were recommended and approved at the September General Policy Committee and October Board meeting. The firms are Bank of America Merrill Lynch, Barclays, Citigroup Global Markets Inc., Goldman Sachs, and RBC Capital Markets.*			
		Establish 2014 sales tax revenue bond program	Update Ten-Year Delivery Plan – Q2	*Measure I sales tax forecast update for fiscal years 2014-2040 was completed in January 2014.* *2014 Update to the 10-Yr Delivery Plan was approved by the Board in March 2014.*	Fund Admin. and Programming	Finance, Planning, Major Projects, Transit and Rail	C

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	Notes						
	Finance team will be instrumental in developing bonding needs and in the sale of bonds (October 2013–March 2014).						
3D	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Complete analysis of Valley freeway interchange phasing program	Identify opportunities to meet current project goals with reduced project scoping	Devise phasing concepts by Q3	*Analysis has been completed of existing conditions at selected interchanges. Initial phasing opportunities were presented to the Transportation Technical Advisory Committee on Dec. 2. Phasing/re-scoping options memo prepared in March and reviewed by City Manager Ad Hoc. Included options for addressing interchange priorities in 2015 review.*	Planning	Major Projects	C
			Revise financial plan for interchange program by Q4		Planning	Fund Admin. and Programming	
	Notes						

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Initiative #4: Transparent and accountable allocation strategies							
4A	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Manage geographic equity in fund distribution across the County	Define equity, create tracking database, run through committee and Board, and post on external (Board) website	Develop policies to define geographic areas to be tracked and "equity" by fund source – Q1	*Board approved the framework for development of an equity policy in December 2013. Staff anticipates presenting a proposed policy for review by TTAC and CMTAC in April 2014. Staff does not expect final policy approval until Q4.*	Fund Admin. and Programming	Planning (database development)	
			Compile data that will allow for funds to be tracked per policy – Q2	*Staff has developed a spreadsheet that calculates distribution of STP, CMAQ, STIP, TCIF, CMIA, and SLPP funds since 2009. Staff will verify that all data is consistent with the final policy as approved by the Board in Q4*	Fund Admin. and Programming	Planning (database development)	
			Present findings to Committees/Board and provide link to real-time "dashboard" on external Board website – Q3	*Staff will work to develop an automated method of tracking funds that will provide the Board access to a real-time "dashboard" of fund distribution status after the Board approves the Policy direction.*	Fund Admin. and Programming	Planning (database development)	
	Notes						

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4B	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Monitor SANBAG cash accounts	Reconcile various bank accounts with general ledger on a monthly basis	Q4 with annual audit report	*Finance developed a monthly cash bank account to general ledger reconciliation report along with a monthly list of procedures and month-end closing entries report. Report on the status of financial statement findings was provided to the August General Policy Committee and September Board meetings. Fiscal year 2012-2013 audit was completed and submitted to the Audit Subcommittee in December 2013 and the Board in January 2014. Audit indicated prior year findings were corrected and there were no new findinsg in fiscal year 2012-2013.*	Finance		C
	Notes						

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4C	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Monitor SANBAG fixed assets	Record fixed assets transactions and depreciation quarterly	Q4 with annual audit report	*Fixed asset information is reviewed and updated on an assets quarterly basis including year-end reconciliation. The fiscal year 2012-2013 audit was completed and submitted to the Audit Subcommittee in December 2013 and the Board in January 2014. Audit indicated prior year findings were corrected and there were no new findings in fiscal year 2012-2013.*	Finance		C
		Develop Right-of-Way (ROW) asset management program		*This is still a work-in-progress between finance and rail/transit. Assets need to be identified as SANBAG or other agency ownership. An initial property listing has been created with aggregate information. Staff is still working on obtaining more detail information. The goal is to complete the inventory of ROW assets at the end of the fiscal year.*	Finance	Transit and Rail	
	Notes						

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Initiative #5: Develop marketing strategies to highlight system use and Measure I successes							
5A	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Broadcast Measure I project successes	Identify key local and regional projects	Ongoing	*Measure I informational piece currently being designed and strategy for distribution is currently being evaluated for cost and communication value.*	Legislative and Public Affairs	COG	
		Create media to display at the Depot, train and bus platforms, and in other media across the County		*Kiosk installed in Santa Fe Depot lobby with information included on current projects. Additionally considering feasible and cost-effective options to broadcast information at other rail stations and bus stops.*	Legislative and Public Affairs	COG	
		Highlight projects and benefits of each in local and regional publications	Ongoing	*As projects begin and are completed, staff has worked with the media to enhance communication about Measure I's role in project funding and highlight SANBAG's accomplishments. Additionally, articles have appeared in regional and nationwide newsletters on SANBAG projects and programs. This is an ongoing effort.*	Legislative and Public Affairs	COG	
		Leverage other social media resources to broadcast the message	Ongoing	*Increased use of social media, including twitter has been beneficial for project updates. Continuing to evaluate additional social media tools for SANBAG use.*	Legislative and Public Affairs	COG	

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5B	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Notes						
	Highlight transit options to key events across San Bernardino County	Identify events such as NASCAR at the Speedway, 66er's and Quakes games, Ontario Reign games, as well as events at the Orange Show and elsewhere across the County	As needed in advance of key events Consider participation in the MSRC's Major Event Transportation Program to large events throughout San Bernardino County	*Routes and events are being identified, to be implemented as seasonally applicable.*	Legislative and Public Affairs	COG	
		Determine transit options to these events (work with Metrolink and local transit providers)	Ongoing	*Routes and events are being identified, to be implemented as seasonally applicable.*	Legislative and Public Affairs	COG	
		Create media to educate the public on alternative transportation options to attend events as well as promoting events themselves (work directly with event sponsors)	Ongoing	*Routes and events are being identified, to be implemented as seasonally applicable.*	Legislative and Public Affairs	COG	
	Notes						

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Initiative #6: Engender public trust

	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
6A	Continue working with Independent Taxpayer Oversight Committee (ITOC) to secure finding of compliance for Measure I	Provide ITOC with information and convene annual meetings with report out to the Board on findings	Annual	*ITOC meets every April. Their last report did not identify any concerns. ITOC meeting will be delayed until May pending receipt of Measure I local pass-through audits of local agencies.*	Administration		
	Notes						
B	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Promote use of public transit by large employers and educational facilities	Identify large employers and educational facilities to participate in rail & transit pass programs	Work with Metrolink, Omnitrans and the other transit providers to explore options for developing an employer/educational rail & transit pass program	*Omnitrans and Metrolink currently coordinate connectivity issues. Upon completion of DSBPRP a kiosk at depot SBTC containing all providers connectivity information. This will need to be further looked out to determine the best approach.*	Transit and Rail	Legislative and Public Affairs	
	Notes						

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6C	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Provide safe public transit facilities	Evaluate security at Metrolink stations and for future DSBPRP/ RPRP. Educate SANBAG staff regarding safety around Santa Fe Depot	Through the on-call RFP, study possible consolidation of security for the existing seven Metrolink stations as well as for the San Bernardino Transit Center	*Will be assigned to on-call consultant. A Statement of Work will be issued by Q4 of FY13.*	Transit and Rail		
			Conduct training sessions at staff meetings and through other communications regarding safety around the Depot during construction of the DSBPRP and post construction.	*This is dependent on the contractor's proposed construction phasing. Safety/ access requirements included in the contract documents. Contract award will occur before the end of the Q3.*	Transit and Rail		
	Notes						
6D	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Secure an unqualified opinion of annual financial statements		Due Q4 annually	*Initial meeting with Audit Subcommittee and independent auditor in June. Preliminary audit work completed in July. Audit field work finished in December. CAFR, Single Audit and other reports were submitted to*	Finance		C

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				Audit Subcommittee in December and to the Board in January 2014. SANBAG received an unmodified opinion (replaces "unqualified") and the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.			
	Notes						
6E	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Complete timely audits of all TDA recipients	Manage audit consultant to ensure completion of all seven audits Educate transit operators on expectations for audits Provide update of audits to Board and local Transit Boards	Meet with Operators and Auditors to develop a time table and action plan for milestones	*Met auditor in July to discuss a timetable for each transit operator. Schedules were developed for each operator in August to ensure timely completion of the FY 2012-2013 audit.*	Transit and Rail	Finance	C
			Work closely with Operators and Auditors to ensure work begins quickly after the end of fiscal year	*MARTA, MBTA, Vtrans and VVTA completed financial audits by 12/31/13 deadline. BAT, NAT, Omni are still in progress and should be completed by January 2014. Single Audits for those applicable are not due until 3/31/14, excluding MBTA who's is already completed.*	Transit and Rail	Finance	

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			Provide assistance and direction quickly on critical issues Due end of Q2 annually	*Ongoing.*	Transit and Rail	Finance	C
	Notes						
6F	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Update SANBAG budget document	Evaluate current and future changes to budget document working in concert with ad hoc (need direction from ad hoc for changes by October Board meeting to implement in following FY budget)	Review current budget document with to-date changes	*The subcommittee met July 9. The current budget process and document with to-date changes were reviewed. Direction was given to staff to conduct a survey of the entire Board. The survey asked Board members what possible changes they would like to see in the process and document. Subcommittee met again on August 29 to review results of the survey and identified short and long-term. SANBAG will conduct pre-budget overviews at the February Valley Study Session and Mountain/Desert Committee meetings.*	Finance		C
			Identify short-term improvements and changes to current budget document	*1. Provide pictures of functions on budget cover.* *2. Establish goals and priorities prior to budget.* *3. Simplify budget format and eliminate redundancy.* *4. Conduct pre-budget workshops in subareas.*	Finance		C

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			Identify long-term structural improvements and changes to budget document	*1. Provide additional summaries and graphs by fund.* *2. Provide project cycle information for capital projects.* *3. Provide revenue detail and graphs.*	Finance		C
	Notes						

Initiative #7: Develop information for 2015 re-evaluation of Measure I Expenditure Plan and to feed 2016 SCAG RTP/SCS

7A	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Develop Countywide Transportation Plan (CTP)	Work with SCAG and local jurisdictions on 2040 growth forecasts.	Tentative city-level growth forecast by Q2.	*Produced initial city-level growth forecasts for population, households, and employment in collaboration with SCAG in November. Produced draft Tier 3 TAZ-level data for local review in December.*	Planning	All	C
			Tentative TAZ-level and adjusted city-level forecast by Q3	*Initiated one-on-one meetings with jurisdictions in December. Initial local review of TAZ-level and city-level growth forecasts continued through March 2014.*	Planning	All	
		Identify transportation and land use scenarios for evaluation.	Develop base network by Q2	*Draft base network completed. Waiting for further SCAG updates to 2012 and 2040 networks.*	Planning	All	C

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			Develop scenarios for analysis by Q3		Planning	All	
	Notes						
	Scope of work for CTP was developed and existing conditions are being documented in FY 2012-2013. The Measure I 2010-2040 Ordinance states: "Beginning in 2015 and at least every ten years thereafter, the Authority shall review and, where necessary, propose revision to the Expenditure Plan." The purpose of this strategy is to lay the foundation for the re-evaluation of the Expenditure Plan required in 2015.						
7B	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Identify issues and develop data for consideration in 2015 re-evaluation of the Measure I Expenditure Plan	Hold discussions with Board members and TACs regarding issues that should be addressed in re-evaluation.	Develop "Issues Paper" by Q2 and review with Board and TACs.	*Developed Measure I working paper in December for City/County Manager Ad Hoc committee review. Paper is being discussed by Ad Hoc committee and will be reviewed by full City/County Manager TAC on January 30. Presentations made to policy committees in February. Board made recommendation to defer Expenditure Plan amendments to FY 17/18 timeframe, but public input being sought, per Measure I ordinance requirement.*	Planning	All	C
		Provide analysis of issues and options for further review by Board.	Develop "Options Paper" by Q4		Planning	All	
	Notes						

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7C	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Develop draft freight strategy for County	Collaborate with public agency partners and stakeholders from industry to identify freight mobility goals, strategies, and projects.	Conduct interviews with local government and industry stakeholders in Q1	*All interviews complete.*	Planning	Major Projects, Fund Admin. and Programming, Legislative and Public Affairs	C
			Prepare "white paper" of current freight issues in Q2	*First Draft of "SANBAG Freight Strategy" white paper completed. Circulated for internal SANBAG staff review and discussed at TTAC, City/County Manager TAC, and policy committees in Q3.*	Planning		C
			Prepare draft freight strategy in Q3	*White paper includes initial discussion of a freight strategy. Obtaining input from cross-section of stakeholders.*	Planning		C
			Finalize freight strategy in Q4		Planning		
	Notes						

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7D	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Define a realistic strategy for sustainability in land use and development for the County, in the context of the SCAG RTP/SCS	Develop sustainability alternatives for consideration by jurisdictions and the Board	Document existing sustainability initiatives in Q1	*Provided list of sustainability initiatives to the CEOs sustainability committee in July. Draft SANBAG/SCAG sustainability MOU (similar to Metro's) prepared in September.*	Planning	Transit and Rail	C
			Identify sustainability options by Q3	*SANBAG/SCAG sustainability MOU (similar to SCAG agreement with Metro) was approved by SANBAG Board on December 4. Adopted by SCAG Regional Council in February 2014. Implementation ongoing. Draft Sustainability Working Paper completed in March for internal circulation. Will receive broader review in Q4.*	Planning	Transit and Rail	
	Notes						
	SCAG, County Transportation Commissions, and local governments are responsible for implementing the 2012 RTP/SCS. SCAG has a working group to facilitate implementation regionally. This activity reflects SANBAG's role to facilitate and coordinate implementation at the county level, as appropriate.						
7E	Division Strategy	Action Plan	Milestones	Milestone Status	Primary Division	Support Division	Status
	Define San Bernardino County strategy for Active Transportation (AT)	Develop alternatives and determine funding options	Define AT initiatives for FY 13-14 by Q1	*Non-Motorized Plan "gap closure analysis" approved by the Board at its November 6 meeting. Initiated creation of matrix of potential funding opportunities.*	Planning	Transit/Rail, Major Projects, Fund Admin./ Programming	C

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			Identify funding options by Q2	*Matrix of Active Transportation funding opportunities completed by staff and reviewed by TTAC on December 2. Will become the basis for identification of state/federal/regional AT grant/funding opportunities going forward.*	Planning	Transit/Rail, Major Projects, Fund Admin./ Programming	C
			Define implementation strategy and update NMTP accordingly in Q3	Multiple amendments have been adopted into the NMTP. Workshop held with TTAC and other stakeholders on March 31 to position SB County agencies for State and Regional Active Transportation Program grants. Initial project lists developed.	Planning	Transit/Rail, Major Projects, Fund Admin./ Programming	C
	Notes						
	SANBAG previously developed and approved the Countywide Non-Motorized Transportation Plan (NMTP). This activity seeks to coordinate implementation of the NMTP and related active transportation strategies with local governments and other stakeholders.						

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: May 7, 2014

Subject: Fiscal Year 2014/2015 Proposed SANBAG Budget

Recommendation:*

1. Receive presentation of the Fiscal Year 2014/2015 Proposed Budget.
2. Conduct Board of Directors Workshop for the Proposed Fiscal Year 2014/2015 Budget directly following the May 7, 2014 Board Meeting to provide input and direction.
3. Schedule a public hearing and adoption of the Fiscal Year 2014/2015 Budget at the June 4, 2014 Board of Directors Meeting.

Background: The development of the Fiscal Year 2014/2015 proposed budget has been completed. San Bernardino Associated Governments (SANBAG's) budget process is structured to provide for the maximum level of input from SANBAG Board members.

There are four (4) phases of the budget process:

1. General overview of major programs by the Valley and Mountain/Desert Board members. This was accomplished at the Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee meetings in February 2014. The general overview identified what each

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1405d-wws
Attachments:
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1405/AgendaItems/BRD1405d1-wws.pdf

program does, what each program is doing in the current fiscal year and what it is planning to do in the next fiscal year. This information is located on SANBAG's web site.

2. During the month of March 2014, SANBAG policy committees reviewed the task descriptions and budgets under their purview. This included the General Policy Committee, Board of Directors Metro Valley Study Session, Commuter Rail and Transit Committee and Mountain/Desert Policy Committee. Task information included purpose, accomplishments, work elements, product, contract information, local funding sources, expenditure detail and funding sources.

3. During the month of May 2014, the Fiscal Year 2014/2015 Proposed Budget will be presented to the Board of Directors, a budget workshop will be conducted to provide input and direction, and a public hearing on the proposed budget will be scheduled. The proposed budget document provides an introduction, GANN appropriation limit calculation (Article XIIIB of the State Constitution), budget overview (including indirect cost allocations), program expenditure detail and supplemental information. The proposed budget is located on SANBAG's web site for reference.

4. Conduct public hearing in June 2014 on the Fiscal Year 2014/2015 Proposed Budget and adopt the final budget by the Board of Directors.

The adoption of a resolution to establish the Appropriations Limitation will be provided with the Budget adoption since information is unavailable until mid-May, when the State Department of Finance releases price and population information.

SANBAG is required to publish notice of the time and place of the public hearing for adoption of the annual budget (Public Utilities Code Sec. 130103/Government Code Sec 60612). The budget schedule also sets the date for the public hearing at the June 4, 2014, Board of Directors Meeting at 10:00 a.m.

SANBAG's budget process includes a review of the Boards' direction as it relates to short term goals and how it integrates with the agency's long term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short term goals as set forth in the Fiscal Year Budget.

Staffing for Fiscal Year 2014/2015 includes 53.5 regular full-time equivalent positions in comparison to 50.5 positions from the previous Fiscal Year.

Additional positions include a Senior Transportation Analyst and two possible procurement positions.

SANBAG develops a program based budget which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the Fiscal Year 2014/2015 Budget. The Budget Summary shows the anticipated revenues and expenditures for the upcoming Fiscal Year.

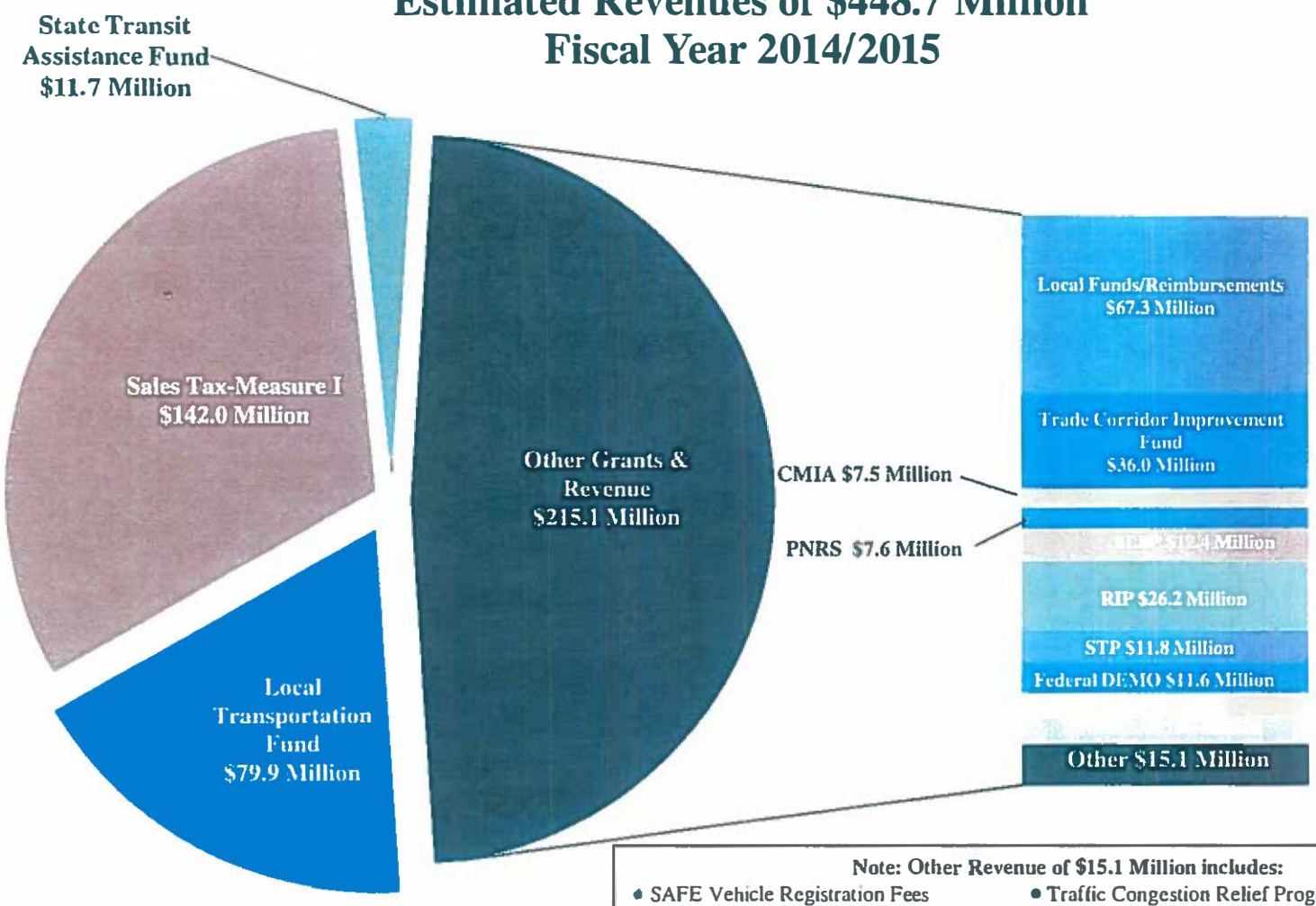
Estimated revenues for Fiscal Year 2014/2015 are $448,675,392 (see Attachment A). Measure I sales tax revenue is estimated to be $141,960,000 (see Attachments B and C). Proposed Fiscal Year 2014/2015 Budget expenditures are $617,734,235 (see Attachment D).

Financial Impact: The Fiscal Year 2014/2015 Budget establishes the financial, staffing and work product authority for agency activities during the coming fiscal year. Estimated revenues for the Fiscal Year 2014/2015 are $448,675,392 and expenditures are $617,734,235.

Reviewed By: The Board of Directors Metro Valley Study Session and Mountain/Desert Policy Committee have reviewed the Budget Overview for each program. All SANBAG policy committees have reviewed task descriptions and budget for activities under their purview.

Responsible Staff: William Stawarski, Chief Financial Officer

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Estimated Revenues of $448.7 Million
Fiscal Year 2014/2015



Note: Other Revenue of $15.1 Million includes:

- SAFE Vehicle Registration Fees
- Freeway Service Patrol/MSRC
- Planning, Programming & Monitoring
- Rail Assets Revenue
- Public Utilities Commission
- Transit System Safety Security and Disaster Recovery Program
- Traffic Congestion Relief Program
- Interest Earnings
- State Highway Operation & Protection Program
- Transportation Enhancement Activities

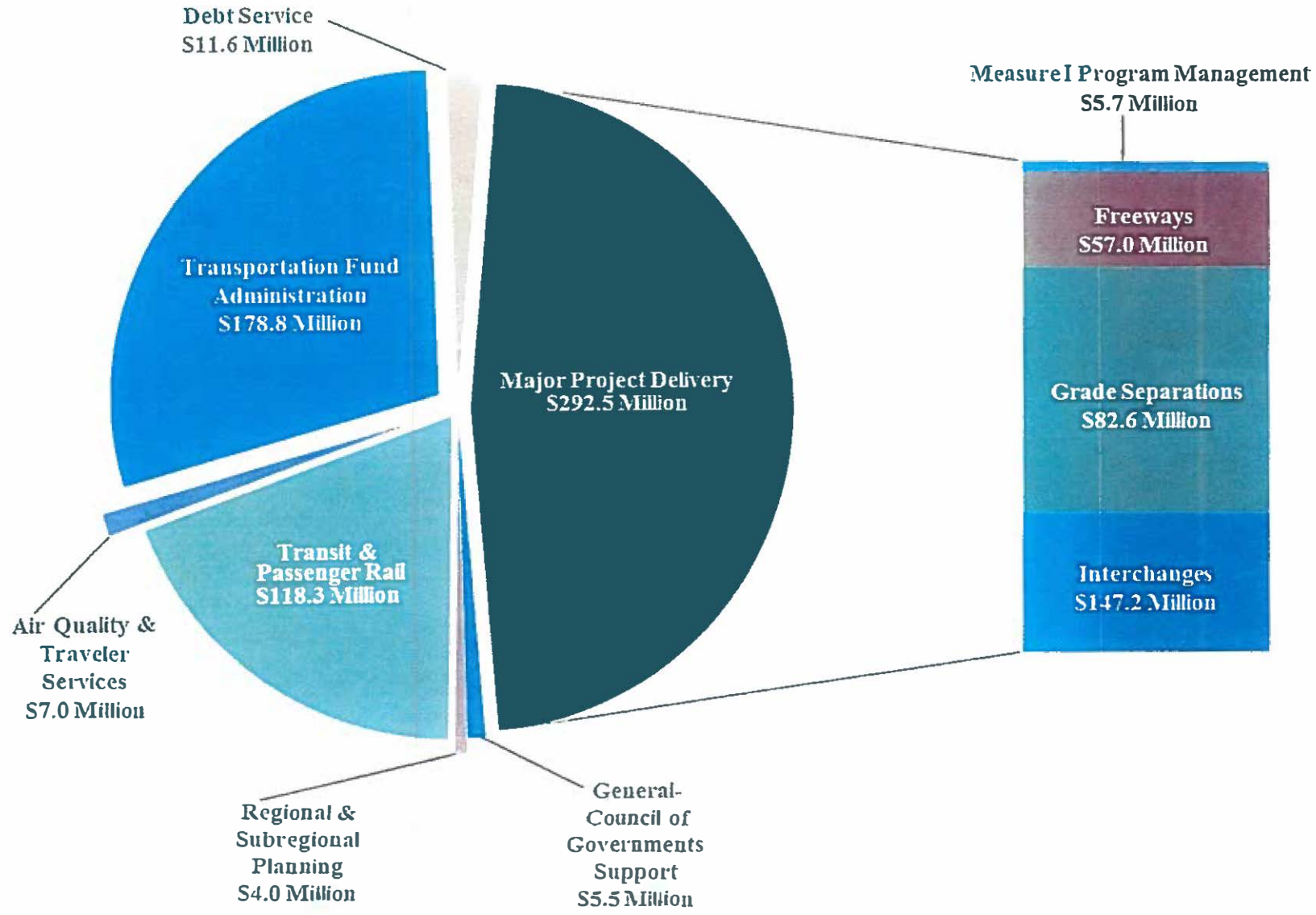
Measure I 2010-2040

	2014/2015 Budget
Administration	$ 1,419,600
Cajon Pass	3,878,100
Measure I Valley – 2010-2040	
Freeway Projects	31,959,600
Freeway Interchange Projects	12,122,600
Major Street Projects	22,041,200
Metrolink /Rail Service	8,816,500
Express Bus/Bus Rapid Transit Service	2,204,100
Senior/Disabled Transit	8,816,500
Traffic Management Systems	2,204,100
Local Street Projects/Pass-Through	22,041,100
Measure I Mountain/Desert 2010-2040	
Major Local Highway Projects	6,614,200
Senior/Disabled Transit	1,322,700
Local Street Projects (68%)	17,990,600
Project Development/Traffic Management (2%)	529,100
Total Budget for Measure I 2010-2040	***$ 141,960,000***

Measure I 2010-2040
Mountain/Desert

	Major Local Highway Projects	Senior/Disabled Transit	Local Street Projects	Project Development/ Traffic Management	2014/2015 Budget
Victor Valley	$ 3,796,700	$ 759,300	$ 10,327,000	$ 303,700	$ 15,186,700
Morongo Basin	537,500	107,500	1,462,100	43,000	2,150,100
Mountain	427,800	85,500	1,163,600	34,200	1,711,100
North Desert	1,795,600	359,100	4,884,000	143,700	7,182,400
Colorado River	56,600	11,300	153,900	4,500	226,300
2013/2014 Budget	$ 6,614,200	$ 1,322,700	$ 17,990,600	$ 529,100	$ 26,456,600

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Budgeted Expenditures of $617.7 Million
Fiscal Year 2014/2015



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TRANSPORTATION MEABURE I

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

Minute Action

AGENDA ITEM: 28

Date: May 7, 2014

Subject: Business Friendly Best Practices Inventory

Recommendation:* Receive and file the Business Friendly Best Practices Inventory.

Background: In May 2012, the SANBAG Board of Directors and the County Board of Supervisors adopted implementation goals for the Countywide Vision. One of the implementation goals was: "Establish San Bernardino County as a model in the state where local governments, regulatory agencies and communities are truly business friendly."

The Jobs/Economy Element Group, that consists of representatives of the business community as well as staff from SANBAG and the County, took up this implementation goal. One of the tasks that they identified was to find a way for local governments and businesses to share what already works. This Business Friendly Best Practices Inventory (under separate cover) is the result.

This Inventory was compiled from a survey sent to every city and the County asking them to identify "Business Friendly" practices and programs. Also included are some best practices identified by other governmental organizations in reports from the US Conference of Mayors, the Washington State Governor's Office of Regulatory Assistance, the Massachusetts Association of Regional Planning Agencies, the University of North Carolina School of Government, and the Southern California Association of Governments.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1405d-dab

Also included are insights gained during a Countywide Vision workshop on best practices in development processing between cities and developers and hosted by SANBAG, the County and the Building Industry Association (BIA).

This Best Practices Inventory will be made available to every city and the county both in hard copy and electronically. The goal is to share this information widely and encourage the spread of good ideas. To this end, the Inventory has an appendix with program contact information. Everyone is encouraged to reach out and ask questions, learn from each other, and together help make San Bernardino County more business friendly.

Below is a summary of the sections of the Inventory. After compiling the information for the Inventory, four primary categories were identified:

1. Customer Service
2. Development Processing
3. Business Attraction/Retention
4. Direct Business Assistance

Customer Service

The first theme that is the foundation for everything else is customer service. The culture of an organization has a big impact on whether it is seen as business friendly or not. Everyone understands that local governments have laws and regulations that they are obligated to uphold or enforce, but it is the approach that an agency takes that makes a difference. Is an agency trying to "make" a business comply or "help" a business comply? Is an agency reinforcing from the top down basics like returning phone calls and messages and having a fair and transparent process?

Development Processing

When surveyed, a majority of cities responses involved programs and procedures to improve development processing. Development processing best practices fell into six major themes:

1. Analyze Process, Performance and Cost – Look at how processing takes place in your organization and identify inefficiencies and areas where improvement can be made.
2. Communicate Intra-and Interdepartmentally – Development processing involves multiple departments and staff. If they are communicating with each other then coordination problems are minimized and the process runs more smoothly.

3. Use Technology – Time and money can be saved by both cities and developers through the appropriate use of technology to make the process more efficient.
4. Encourage Personal Responsibility and Ownership of the Process – Development processing ultimately is a service provided by people. The fewer people that have to review an item the quicker it can be processed and the sooner a decision can be made.
5. Engage Reviewers and Stakeholders Early – Submitting plans and documents costs money. Communication can establish clear expectations and help anticipate problems before they arise.
6. Make Access Easier – The easier it is to get with the right people or to find the right forms the more efficient the process becomes. One stop permit counters, technology and sufficient staffing all contribute to this.

Business Attraction/Retention

There are a variety of programs and processes that agencies use to attract new businesses and keep the ones they already have. Some of these practices involve building relationships and collaborating, sharing information, and using existing resources to the fullest.

Direct Business Assistance

Some agencies are able to provide direct assistance to businesses though this is not as common today with the loss of redevelopment. This category is straight forward, a city or the county provides some form of grant, loan or subsidy to encourage additional investment by a new or existing business.

Financial Impact: This item is consistent with the adopted SANBAG budget.

Reviewed By: This item has not received prior policy committee or technical advisory committee review, though the City/County Managers Technical Advisory Committee and the Planning and Development Technical Forum were involved in a review of an early draft of the Inventory.

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

BRD1405d-dab

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 29

Date: May 7, 2014

Subject: Proposed Reorganization of the San Bernardino County Superior Courts

Recommendation:* Adopt Resolution No. 14-021 regarding the proposed San Bernardino County Superior Court reorganization.

Background: SANBAG has been asked to consider a resolution advocating for additional resources for the San Bernardino County Superior Court system in order to minimize the impacts already being felt in our local communities as a result of recent court closures.

For a county spanning 20,000 square miles, the proximity of courthouses to those with matters pending before the court carries significant cost and time pressures for impacted parties.

San Bernardino County is already facing the largest shortage of judges in the State of California. According to the statewide Judicial Needs Study released in October 2012, the San Bernardino Superior Court system should have 156 judges and more than 1,500 staff members, yet it operates with only 43% of that suggested staffing.

The State has already closed the Chino, Needles, and Big Bear courthouses and shuttered courtrooms in Joshua Tree. The reduction in service and pending

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1405b-wvs

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/ContractsWorkInProcess%20Files%20%202014/Res14021.docx

closure of courtrooms in Barstow will mean that crime victims, jurors, law enforcement officers, court personnel, and others are forced to drive many more miles to make court appearances.

Our cash-strapped local governments are already struggling to provide basic services to residents. The overtime and fuel costs associated with longer court trips will create even more budget pain for our 24 cities and the County of San Bernardino.

On April 11, 2013, the SANBAG Board of Directors (Board) voted to oppose the proposed court closures in San Bernardino County and communicate that position to the Legislature. This resolution is consistent with the Board's prior action on this issue.

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 committee review.

Responsible Staff: Wendy Strack, Director of Legislative and Public Affairs

BRD1405b-wvs

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 30

Date: May 7, 2014

Subject: Request for Proposals (RFP) for Interstate 15 (I-15) Corridor Express Lanes Project Approval and Environmental Document (PA/ED)

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

Approve issuing Request For Proposal 14135 for the preparation of PA/ED documents for adding express lanes in each direction on the I-15 Corridor from the Riverside County line to State Route 210 (SR 210).

Background: At the December 2013 Board meeting, approval was given to study the addition of express lanes along the I-15 corridor from Riverside County Line to State Route 395 (SR 395). Staff has determined that it will be more efficient to complete the PA/ED phase in two segments. The first segment is from Riverside County Line to SR 210, with the second segment from SR 210 to SR 395. This determination was based on the current traffic congestion, construction schedule, and the environmental issues that need to be addressed. The first segment currently experiences congestion, the improvements are scheduled to be under construction in 2021, and the environmental issues that need to be addressed are minimal. Segment 2 congestion issues will be relieved with the completion of the I-15/I-215 Interchange Improvement project. The express lane improvements are

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1405c-ds

Attachmen s: BR 1405c1-ds

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2014/brd1405/AgendaItems/BRD1405c1-ds.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Requests%20for%20Proposals%20RFPs/RFP14135%20engineering.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Requests%20for%20Proposals%20RFPs/RFP14135%20environmental%20IV.docx

not projected to be needed until after 2030, and with this segment passing through the national forest, there are many environmental issues that need to be addressed. This segmenting of the corridor is also consistent with the updated 10-Year Delivery Plan.

By issuing this RFP, SANBAG would solicit proposals from consultants to prepare the required documents to obtain project approval and environmental clearance for this first segment project. Upon Board approval, this RFP will be issued with the goal of awarding a consultant contract by fall 2014. It is anticipated this work will extend for about three years, resulting in selection of a preferred alternative which could be carried forward into detailed design and construction. Study will be undertaken to look at adding two lanes in each direction along the I-15 corridor from the Riverside County line to SR 210. The interface with the Riverside County I-15 express lanes and ingress/egress to the express lanes will also be analyzed.

The PA/ED work will entail preliminary engineering and environmental study for an express lanes alternative. The preliminary engineering work will look at optimizing the geometrics of lane additions in each direction, the impacts to the existing corridor and required modifications, a cost estimate to incorporate this work, traffic studies to look at optimizing corridor operations, and coordination with other projects including the Riverside County I-15 corridor express lanes. The consultant will also coordinate with other studies and work being done for the I-10 corridor and the overall planning for these corridors.

The environmental clearance work for this project will consist of completing various technical studies and evaluating environmental impacts created by the project. Mitigation measures will be proposed to minimize these impacts. Technical studies will include evaluation of impacts to noise, biological resources, cultural resources, communities, right of way, hazardous waste, water quality, air quality, and sensitive use facilities. A document summarizing these studies will be provided to the public for review and comment prior to the final approval.

This PA/ED process is a necessary step in the development of a project to evaluate the impacts of a project, refine the conceptual design, develop a better cost estimate, and help coordinate with other proposed projects in the area. Staff recommends approval of the issuance of this RFP.

At the April 17, 2014 Board of Directors Metro Valley Study Session, additional information was requested for this agenda item. A list of recently completed, under construction, and upcoming projects on the I-15 corridor was requested. In addition, a cost summary of work to date on the I-10 and I-15 corridor projects was asked to be added to this agenda item. This information is now added as Attachment A to this agenda item.

Financial Impact: This item is consistent with the proposed Fiscal Year 2014/2015 budget under Task Number 0852.

Reviewed By: This item was reviewed and recommended for approval (16-4-0; Opposed: Graham, Stanckiewitz, Tahan and Yates), with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. The RFP and agenda item have been reviewed by SANBAG's Contract Administrator and General Counsel.

Responsible Staff: Dennis Saylor, Project Manager

BRD1405c-ds

Attachment "A"

I-10/I-15 Corridor Projects cost information:

Date: April 23, 2014

A summary of the I-10/I-15 Corridor consultant contracts and current expenditures to date:

a. I-10 PA/ED for HOV and Express Lanes (PTG) - $21,700,000
Expended $14,900,000
Balance: $6,800,000 remaining

b. I-15 PSR-PDS for Express Lanes (PB) - $949,000
Expended $690,000
Balance: $259,000 remaining

c. I-10/I-15 Traffic & Revenue Study for Express Lanes (CDM-Smith) - $1,800,000
Expended $1,600,000
Balance: $200,000 remaining

d. I-10/I-15 Financial Study for Express Lanes (PFM) - $520,000
Expended $450,000
Balance: $70,000 remaining

Note: ***Preliminary Toll Studies for the I-10/I-15 Corridors*** began prior to these current contracts described above. These separate consultant contracts were completed ***from 2008 to 2011*** and provided positive feasibility study results in summer 2011. The costs for these prior toll feasibility studies were:

Parsons Brinckerhoff (PB)/Stantec:	$1,507,451
KPMG:	$366,000
Nossaman:	$150,000
Total:	$2,023,451

Costs noted on this page have been rounded, in some cases.

BRD1405c1-ds

I-15 Corridor Projects:

Recently completed large capital projects (over $5 million) in the last few years:

1. Cantu-Galleano Ranch Road Interchange (2007)
2. Pavement rehab from SR 60 to 7th Street Undercrossing (2011)
3. Pavement rehab from south of Sierra to north of Kenwood (2007)

Projects Currently under construction:

1. I-15/I-215 Interchange (Devore) Reconstruction
2. Cajon Pass pavement rehab project from just north of Kenwood through Cajon Pass

Projects currently planned:

After reviewing the Final Regional Transportation Plan (RTP) 2012 Project List, the following larger regional projects (over $5 million) below are included for the I-15 corridor in the vicinity of SR-60 to US-395:

- Tolled truck lanes from the East-West Freight Corridor at SR-60 to I-10 (ID 7120017) by 2029
- New interchange at Arrow Route in Rancho Cucamonga (FTIP, ID 200152) by 2020
- New interchange at Duncan Canyon Road in Fontana (ID OH1300) by 2020
- New interchange at Sierra Ave in Fontana (ID 4M01041) by 2030
- New interchange at Ranchero Road in Hesperia (FTIP, ID SBD031279) by 2014
- New interchange at Baseline Road in Fontana/Rancho Cucamonga by 2015 (ID 200048)
- Add 1 HOV lane each direction from Riverside County Line to Mojave River/SR-18 (ID 4H01005, 4H01004, 4H01006) by 2020
    - Note: A Regional Express/HOT Lane Network entry is included (ID 7120013) for the Express Lanes on I-15 from SR-60 to US 395 by 2035
- From SR 91 to SR-60, Riverside County – HOT lanes from SB County line to Hidden Valley and from Cajalco to SR-74 (two each direction), one mixed flow each direction from SB County line to SR-74, one HOT lane each direction from Hidden Valley to Cajalco, one HOV lane each direction from SR-74 to I-215 (FTIP, ID RIV071267) by 2020
- Oak Hill Rd., Replace Overcrossing by 2020 (ID 4M01040)

The SANBAG Strategic Plan projects are all included within the RTP, but there are also additional projects within the RTP that are not consistent with SANBAG's Delivery Plan.

BRD1405cl-ds

SCOPE OF WORK FOR THE ADDITION OF EXPRESS LANES TO THE I-15 CORRIDOR – PA/ED

PART 1 – MANAGEMENT AND ENGINEERING

PROJECT DESCRIPTION/LOCATION

This scope of services between SANBAG and CONSULTANT is to develop Project Approval and Environmental Document (PA/ED) documents for the addition of express lanes in each direction on the I-15 Corridor between the SR 60 Interchange in Riverside County on the south and the SR 210 interchange on the north. These documents will include a minimum of two alternatives which include a no build alternative and an express lane alternative.

Alternative 1: No Build

The No Build alternative represents baseline conditions where no additional lanes are provided to I-15 between the SR 60 Interchange and the SR 210 Interchange. Compared to existing conditions, the No Build alternative assumes completion of interchange projects and mainline improvements along the I-15 corridor which have approved environmental documentation and programming.

Alternative 2: Express Lanes in each direction

The Express Lanes alternative is two added express lanes in each direction between the SR 60 Interchange and the SR-210 Interchange including auxiliary lanes as required. This alternative should be substantially consistent with the build alternative developed in the PSR/PDS.

COORDINATION

CONSULTANT shall coordinate with project stakeholders, which include among others: the Cities along the I-15 Corridor in the project limits, the County of San Bernardino, the County of Riverside, Caltrans, FHWA, SANBAG, resource agencies, and other CONSULTANTs under contract to SANBAG supporting the express lanes program.

STANDARDS

All project deliverables and related material shall be prepared in accordance with current Caltrans and Federal Highway Administration (FHWA) regulations, policies, procedures, manuals, and standards. All studies, reports and deliverables will employ US Customary units.

SCOPE OF SERVICES

The services to be provided includes the necessary tasks and activities that are required for obtaining Project Approval and Environmental Document (PA/ED). The scope of services includes project management, engineering, and environmental tasks, as described below. Any additional tasks or activities that become necessary as the project progresses which are not described herein or are not generally considered incidental to these tasks and activities shall be considered extra work and may be added to this scope of work subject to approval by SANBAG and the execution of a written amendment.

TASK 1.0 Project Management

CONSULTANT will provide project management and coordination during execution of the project, consisting of the following activities:

Project Controls & Administration

CONSULTANT will be the prime CONSULTANT and will execute subcontracts with sub CONSULTANT's and direct their work. Prime contract terms and conditions will be incorporated into the subcontract agreements as identified in the contract. CONSULTANT will be the primary contact for SANBAG. Under this task, CONSULTANT will also address matters relating to the contract with SANBAG. This task will also include communication/coordination efforts by the Project Manager as part of the overall management of the project. See also Part 2 Scope of Work for Contract Administration.

PDT Meetings

Monthly Project Development Team (PDT) meetings will be held at SANBAG, or at Caltrans District 8 in San Bernardino. The purpose of these meetings will be to discuss and resolve project issues and coordinate activities. CONSULTANT will prepare and electronically distribute agendas at least two working days prior to each meeting. CONSULTANT will lead these meetings and will prepare meeting minutes and electronically distribute them to the appropriate parties within five (5) working days after the meetings. CONSULTANT will provide hardcopies of meeting agendas and the prior meeting's minutes at each PDT meeting.

Stakeholder & Other Coordination Meetings

Individual focused meetings will be held with various agencies and stakeholders involved in the project. These may include State and/or Federal Resource agencies, FHWA, Flood Control and Water Conservation Districts, rail road and utility companies, and others. There may also be Geometric Workshops as required with Caltrans and FHWA. CONSULTANT will prepare and electronically distribute agendas at least two working days prior to each stakeholder and other coordination meeting. CONSULTANT will attend these meetings as required and prepare meeting minutes and electronically distribute them within five (5) working days after each meeting in which it attends.

Scheduling/Progress Reporting and Invoicing

Progress reports will be prepared and submitted every month describing work accomplished during the reporting period, summary of meetings held, and discussion of outstanding issues and action items. The reports will also include any concerns or significant issues with recommendations for appropriate actions. A total of thirty-six (36) progress reports are anticipated. CONSULTANT will develop a detailed critical path logic (CPM) schedule for the project using Microsoft Project and update it monthly.

Cost proposal and contract budget shall be provided in a work breakdown structure consistent with Caltrans WBS Level 5. Budgets established for these activities may not be changed without prior written approval of SANBAG's project manager. Monthly invoices will include costs broken down by these activities and provide a percent complete on these activities for purposes of establishing earned value.

Quality Management

A project specific Quality Management Plan (QMP) shall be prepared and submitted by CONSULTANT to SANBAG for review and approval within 60 calendar days following Notice to Proceed. The QMP shall include processes and procedures to ensure that the

final PA and ED submittals fully conform to the contract requirements. The content of the QMP shall include a detailed description of:

- Roles and responsibilities of the project staff, for the Quality Assurance (QA) and Quality Control (QC) processes, communications, and reporting to ensure that the Work conforms to contract requirements;
- Specific QC procedures, including descriptions of process steps for technical checking and engineering design verification;
- The processes for CONSULTANT QA assessments and monitoring of QC activities performed on all engineering and technical support for the documents prior to submittals;
- QC communications and documentation to be completed;
- ED submittal review comments tracking, response, resolution, and closure processes; and
- Document Control.

CONSULTANT's quality program shall be implemented in accordance with CONSULTANT's approved QMP. CONSULTANT's QMP shall be maintained and appropriately updated throughout the project. The Project Manager shall ensure that QC procedures are initiated at the start of the project, and that all CONSULTANT staff and subconsultants implement these procedures. The Project Manager shall be responsible to ensure that appropriate QC reviews are performed on deliverables submitted by the subconsultants.

Encroachment Permits

CONSULTANT will apply for and obtain all encroachment permits required by Caltrans, San Bernardino County, Riverside County, and/or the cities with jurisdictional limits within the project limits, in performance of the scope of work described herein.

Deliverables

- Meeting Agendas and Minutes
- Progress Reports and Invoices
- Schedule Updates
- Project Quality Management Plan, and revisions as appropriate
- Encroachment Permits

TASK 2.0 Preliminary Engineering

CONSULTANT will develop and evaluate the two alternatives (build and no-build) from the PSR/PDS.

2.1 Data Collection & Field Reviews

CONSULTANT will review information assembled and developed during the preparation of the PSR-PDS including but not limited to: as built plans, existing engineering reports and studies, right-of-way information, and any other existing information pertaining to the project. CONSULTANT will assess additional data needs required for preliminary engineering in support of the environmental document.

2.2 Design Surveys/Digital Mapping

CONSULTANT shall provide the following Survey and Mapping tasks for the preparation of the Project Report (PR) and Environmental Document (ED) for the proposed improvements to Interstate 15 for the project limits.

Task 2.2.1: Aerial Mapping – 50 Scale Option

Aerial mapping will be obtained centered on the apparent centerline of Interstate 15 beginning 500' south of the Cantu Galleano Interchange in Riverside County and continuing 500' north past the Sierra Interchange.

In conformance with Caltrans CAD mapping standards and specification, aerial mapping will be provided for the project corridor. Horizontal and Vertical aerial control panels will be set to meet aerial triangulation requirements. The mapping will be prepared to 1" = 50' scale with 1-foot contours and will be delivered in a Microstation v8 format.

The aerial mapping will be tied into the corridor control previously established in the PSR/PDS and any other being used by adjoining projects on the I-15 and I-10. These datums are the North American Datum of 1983 (NAD83) and the North American Vertical Datum of 1988 (NAVD88).

The aerial mapping will be submitted to Caltrans Office of Photogrammetry in conformance with the ABC standards.

A digital orthophoto with 3" pixel resolution will also be prepared from the 50-scale imagery. The digital orthophoto will cover the same area as the aerial mapping limits centered on the apparent centerline of Interstate 15 for the project limits stated above.

Schedule: The aerial mapping will be delivered within ten (10) weeks of SANBAG issuing a written notice to proceed (NTP).

Task 2.2.2: Centerline and Right-of-Way Delineation

The centerline and record right of way of the Interstate 15 corridor through the project limits will be mapped. These lines will be computed from publicly available mapping from the County of San Bernardino, County of Riverside and Caltrans District 8.

Research will be performed with Caltrans District 8 and the Counties of Riverside and San Bernardino for existing centerline and right-of-way files and/or publicly available cadastral records in support of the centerline and record right-of-way of Interstate 15 and adjacent and intersecting rights-of-way along the project corridor as stated above. Existing centerline of the Interstate 15 will be requested from Caltrans. This centerline, as provided by Caltrans, will be verified in the field. If discrepancies in this centerline are discovered, they will be reviewed with Caltrans before a resolution is determined.

Field surveys will be performed to locate key monuments in support of the centerline verification and record right-of-way computations. The centerline and right-of-way will not be field surveyed. Only key monuments will be located in order to calculate record information and prepare a digital record Right-of-Way CAD file.

Base maps will be prepared at 1"=50' scale and will include said centerline and record right-of-way limits as well as underlying cadastral information, ownership information as

recorded with the Riverside and San Bernardino Counties Assessor's Office. All this data will be incorporated with the aerial mapping and delivered in a Microstatlon v8 format.

It is noted that no title research will be performed to complete this task. The right of way of the Interstate 15 and intersecting and adjacent rights of way will be computed from available mapping only (i.e. Parcel Maps, tract Maps, Records of Survey, and Right of Way maps).

Schedule: The record right of way base map will be delivered within eight (8) weeks of written notice to proceed.

Task 2.2.3: Supplemental Topographic Surveys

Supplemental topographic (topo) surveys will be performed as directed by SANBAG to locate large drainage structures, box culverts, bridge structures and other major features along the corridor to support the preliminary design studies of alternatives.

The topographic survey information will be plotted at a scale comparable to the aerial mapping in a Mlcrostation v8 format.

Final Deliverables

- Aerial mapping in Microstation v8 DGN format
- Digital Terrain Model of Aerial Mapping in InRoads v8 format
- Land Net Base Map and Supplemental Topo in Microstation v8 DGN format
- Hard copy of survey field notes

Exclusions

- Boundary Surveys
- Records of Survey and Corner Records
- Setting of monuments

2.3 Drainage Studies

CONSULTANT will conduct a project drainage assessment which will include preliminary hydrologic analysis sufficient for the purpose of the environmental document. The scope will also include preliminary hydraulic analysis, sizing, and pricing of the cross-culverts/bridges along I-15 within the project limits, for the build alternative. The proposed cross-culverts/bridges will be sized to avoid significant impacts to the 100-year floodplain, including objectionable upstream headwater depths. Detailed hydrologic modeling is not required at this stage of design and hence is not included in the scope. CONSULTANT will visit the project site to assess the existing drainage patterns. CONSULTANT will evaluate historical flooding records, such as aerial photographs and high watermarks covering a span of several years. A preliminary hydraulic analysis will be conducted to estimate the size and cost of needed cross-culverts and/or bridges for the build alternative. The findings from this drainage study will be documented in a report. The report will address issues on the build alternative that will be included in the draft environmental document.

Deliverable
Draft and Final Drainage Study Report

Assumptions:
A total of two reviews for the Draft Drainage Study Report.

2.4 Traffic Modeling & Operational Analysis

The study area for the traffic analysis includes I-15 from SR 60 to the northern project limits, including the freeway mainline and ramps. The study area includes the arterial component of interchanges along I-15 between the SR 60 and the SR 210 interchange and the transition areas.

2.4.1 Data Collection

Existing geometrics will be collected for interchanges which will be impacted as part of the Project. Peak hour turning movements will be collected at the intersections associated with those interchanges. Lane configurations of the existing freeway mainline and merge and diverge points will be collected as necessary to augment information already available. 24-hour traffic counts will be taken on ramps within the project corridor for the purpose of identifying existing conditions and informing the development of the post-processing procedures to be applied to the traffic forecasting model output. Along with the 24-hour traffic counts, obtain mainline I-15 traffic count data from Caltrans. Based on existing count data, evaluate conservation of flow for existing count data to ensure an appropriate baseline for existing traffic analysis.

2.4.2 Traffic Forecasts

The San Bernardino County Transportation Analysis Model (SBTAM) will be used as the travel demand model for the I-15 PA&ED work. The model was developed consistent with the 2012 Regional Transportation Plan (RTP) and validated for 2008 conditions with a horizon year of 2035. SBTAM is currently being updated to reflect base year 2012 and future year 2040 conditions. CONSULTANT will input existing and future network characteristics for the baseline and alternative, including I-15 lane geometry, Express lane access/egress points, and assumptions on future network characteristics for other roadways that could affect I-15 traffic demand. The SBTAM socio-economic data (SED) assumptions will be based on the SED being developed for the 2016 Regional Transportation Plan (RTP), subject to approval by Caltrans District 8. Any modifications of the SED or variations from the 2016 RTP data set will be reviewed by SANBAG, CONSULTANT, and Caltrans District 8 prior to application in the model. CONSULTANT shall prepare model post-processor with base year count data to provide required data for traffic operations analysis.

In addition to traffic volumes for the existing condition, traffic forecasts for the morning and evening peak hours and daily conditions will be prepared for four scenarios:

- Opening Year No Project
- Opening Year Express Lane Project
- 2040 No Project
- 2040 with Express Lane Project

CONSULTANT will prepare forecasts for the Express lanes, the I-15 general purpose lanes, and all ramps and connectors along I-15 within the study area including turning movement volumes at intersections within or in close proximity and affecting traffic operations. CONSULTANT will complete the traffic forecasting for the I-15 Express Lanes alternative and ensure forecasts are reviewed for reasonableness and any issues are discussed and resolved. CONSULTANT will perform a baseline existing model run. CONSULTANT will evaluate validity of peak period and daily base year forecasts to existing count data throughout the I-15 corridor considering appropriate network refinements for validation purposes. Any refinements/revisions to SBTAM to ensure reasonable model results are obtained must be coordinated closely with SANBAG modeling staff. Additionally, the CONSULTANT will update the future baseline (No Project) network as necessary to ensure an appropriate level of detail is included in the model network throughout the corridor. Update baseline future network with project scenarios and summarize model output and traffic forecasts as appropriate to perform traffic operations analysis. CONSULTANT will obtain concurrence from Caltrans on future forecast volumes prior to application of forecasts for traffic operations analysis and continue coordination with SANBAG's consultants on forecast volumes throughout the environmental process.

CONSULTANT will prepare a draft and final Forecast Methodology Report and submit to SANBAG and Caltrans for review and approval prior to proceeding with the forecasting work. The report will present the method, tools, data, and assumptions to be used to develop the traffic forecasts. The draft and final reports will be reviewed by SANBAG prior to their submission to Caltrans. Comments from SANBAG and Caltrans on the draft report will be reviewed and addressed in consultation with both agencies and form the basis for revisions to be incorporated in the Final Forecast Methodology Report.

CONSULTANT will prepare a draft and final Forecast Volumes Report and submit to SANBAG and Caltrans for review and approval prior to proceeding with the traffic operations analysis. The report will include existing condition traffic volumes and present the forecasts for the four forecast scenarios identified above. The draft and final Forecast Volumes Report will be reviewed by SANBAG prior to their submittal to Caltrans. Comments from SANBAG and Caltrans on the draft report will be reviewed and addressed in consultation with both agencies and form the basis for revisions to be incorporated in the Final Forecast Volumes Report.

2.4.3 Traffic Operations Analysis

CONSULTANT will complete an operations analysis for the existing condition and future conditions for the peak hour of morning and evening traffic. Operations analysis will include mainline freeway LOS for freeway segments between interchanges and at merge, diverge, and weaving locations along the freeway mainline. Operations analysis for interchanges include ramp/arterial and nearby arterial/arterial LOS and queuing analysis, as well as ramp meter queuing analysis where appropriate. Nearby arterial/arterial intersection analysis will be conducted for intersections whose operations will affect interchange operations.

2.4.4 Accident Analysis

CONSULTANT will complete an accident analysis of the most recent three (3) years of accident data to be provided by Caltrans. The analysis is limited to the mainline of the

freeway only, and interchange locations where analysis of ramps and ramp termini areas will be included. A report of the accident analysis will be provided as a section of the Traffic Report.

2.4.5 Draft and Final Traffic Report

A draft and final traffic report will be prepared summarizing the traffic operations analysis for the existing condition and the four future conditions. Extensive graphics and tables will be used to simplify the presentation of the information. The draft report will be submitted to SANBAG and Caltrans for review and comment in preparation for production of the final report.

Deliverables

- Base Year traffic count data summary
- Base Year traffic volumes
- Draft and Final Forecast Methodology Report
- Draft and Final Forecast Volumes Report
- Draft and Final Traffic Report

2.5 Sign Plan for express lane alternative

CONSULTANT will develop a sign plan for the build alternative. For the build alternative the sign plan will include signing appropriate to the Express Lanes component of the alternative, including informational signage related to tolls, access, and HOV occupancy requirements.

Deliverables:

- Sign plans for Express Lanes Alternative

2.6 Utility Coordination

CONSULTANT will identify the existing utilities affected by the project, and estimate costs associated with utility relocations for the build alternative. CONSULTANT will gather as-built information on the existing utilities in the project area from Caltrans and from the cities and/or utility owners with facilities along the I-15 corridor within the project limit. CONSULTANT will contact each of the utility companies in the area and obtain their plans for future facilities. This information will be utilized during refinement of project alternatives. Existing utility owner prior rights or needed agreements will be identified by CONSULTANT. CONSULTANT will identify conflicts and relocation requirements and will prepare an approximate cost estimate for the relocation.

Deliverables

- Preliminary utility location plans.
- Cost estimates for utility relocations.
- Conflict maps.

2.7 Geotechnical

Prepare Structure Preliminary Geotechnical Reports (SPGRs) for new Advance Planning Studies (APSs) within the project limits.

CONSULTANT will prepare the Reports in accordance with Caltrans publication entitled "Foundation Report Preparation for Bridge Foundations" dated December 2009 for the

SPGR. Since fault rupture is an important design concern for structures along the subject I-15 corridor, fault rupture potential will be examined based on existing geologic and seismic data collected for this project and consistent with current Caltrans ARS curve requirements.

Any field work (such as trenching or geophysical survey) associated with any fault rupture investigation, if required, is not included in this scope of work.

Geotechnical Task Scope:
CONSULTANT will provide geotechnical support on the following design elements:

- Prepare a Preliminary Foundation Report (PFR) to support the APS for each bridge.
- Prepare a Preliminary Materials Report for the entire project.
- Provide geologic and seismic input to the environmental document.
- Conduct a fault rupture investigation to assess impacts on bridges as required.

Preliminary Foundation Report (PFR) to Support Advance Planning Study (APS)
CONSULTANT will prepare a Preliminary Foundation Report (PFR) for each bridge to support the development of the APS. The PFR's will be in a memorandum format acceptable to Caltrans following the requirements outlined in Caltrans Guidelines for Foundation Investigations and Reports dated December, 2009 or latest available at the time the task is initiated. No field exploration will be performed for this task.

For the PFR's, CONSULTANT will determine the causative fault and distance between the causative fault and bridge site using the 1996 or latest available Caltrans Seismic Hazard Map. The peak bedrock acceleration based on a maximum credible earthquake event and the resulting ARS curve will be developed per Caltrans Seismic Design Criteria (SDC) dated June 2006. Results of the fault rupture investigation, if available, will be included.

As-built data for the structures will be reviewed to develop an understanding of subsurface conditions and foundations used. Based on the available subsurface data, preliminary soil profiles and strength parameters will be developed for foundation analyses.

Based on the preliminary subsurface profiles and strength parameters developed for the structures, preliminary foundation sizes and lengths will be provided to the designers. Depending on the findings of the fault rupture investigation, we may need to supplement the above foundation data with existing foundation retrofit parameters such as axial and lateral capacities and stiffness coefficients; calculations may need to be performed to develop foundation retrofit alternatives for preliminary construction cost estimates.

The PFR will also include a section detailing the subsurface exploration program proposed for the structures. The section will include the number of borings proposed and anticipated depths of explorations.

Preliminary Materials Report
Caltrans requires Preliminary Materials Report (PMR, sometimes called Preliminary Roadway Geotechnical Design Report or PGR) for any project that includes new pavement or pavement widening within Caltrans right-of-way. CONSULTANT will

prepare the PMR will be in a memorandum format consistent with Caltrans current guidelines and will include information such as the proposed improvements, existing pavement structural sections and new preliminary structural sections for widening and new roadway. The new section will be based on assumed designed R-values and Traffic Indices provided by Caltrans. CONSULTANT will provide as-built plans showing existing pavement sections. No field exploration will be performed for this task. It is anticipated that pavement deflection tests are not required during this early phase of the project and therefore are not included in this scope.

Geologic and Seismic Input to Environmental Document

CONSULTANT will prepare geologic and seismicity write-ups for the environmental document. Phase I (ISA) and Phase II investigation (if required) will be performed under separate cover.

Fault Rupture Investigation

The project area is within several densely clustered earthquake alignments such as the Fontana seismic zone and the San Jacinto seismic zone. The area is traversed by several known surface faults like the San Jacinto fault, and by poorly known faults such as the San Bernardino Valley fault. The most recent surface rupture of the San Jacinto fault is identified as an Earthquake Fault Zone (formerly an Alquist-Priolo Special Studies Zone). Little is known about these faults, partly because the area was settled and built over, obscuring most of the natural geomorphic features that could be used to prove or disprove that these faults are not active.

CONSULTANT shall Compile and review recent data and and shall also review recent aerial photographs which could suggest the presence of lineaments at proposed bridge sites.

CONSULTANT shall conduct an aerial photography analysis of structures using the earliest aerial photographs (1930s vintage) before the area was highly developed to determine whether there are lineaments that may represent active faults. If suspicious lineaments are discovered, CONSULTANT shall note findings to Caltrans and SANBAG and a plan for future work will be jointly developed.

In consultation with Caltrans and SANBAG, CONSULTANT shall develop a proposed work plan to further evaluate whether fault rupture is present. There would be discussion about the content of the work product and development of preliminary cost estimates for the work to be done. It is imperative that Caltrans concurrence on this fault rupture investigation is provided.

2.8 Preliminary Structural Studies (Advanced Planning Studies)

CONSULTANT will develop preliminary structures design(s) for the purpose of establishing reliable cost estimates and evaluating any potential environmental impacts for those structures identified for work in the PSR/PDS. The available existing data that are related to or would influence the design of the structures will be collected and reviewed. This includes hydrologic information, site seismicity, geotechnical information and reports, and right of way information.

Deliverables

- APS, preliminary foundation report

2.9 Right-of-Way Requirements

CONSULTANT will identify the right-of-way requirements associated with the express lanes alternative. Right-of-way information will be digitally overlaid on base maps and potential takes will be identified.

Deliverables

Preliminary Right-of-Way requirement maps.
Preliminary Right-of-Way Cost Estimates

2.10 Right of Way Data Sheets

CONSULTANT will provide Right of Way Data Sheets for the Express Lanes alternative and include the following information:

- Right of Way Cost Estimate
- Parcel Data
- Utility Facility Conflicts
- Railroad Facility Conflicts
- Identification of potential hazardous materials sites within project footprint
- Displacement requirements
- Identification of potential Borrow or Disposal Sites
- Potential relinquishments and/or abandonment's
- Existing and/or potential Airspace sites
- Estimated Right of Way schedule and lead time

CONSULTANT will provide Information for the Utility facilities, Railroad facilities, borrow or disposal sites and Hazardous Materials portions of the Data sheet, and will provide right of way alignment maps for the Express Lanes alternative. The Design CADD files will be used to identify the proposed right of way requirements. The proposed right of way requirements will be used with the County assessor parcel information and comparative land values to determine estimated costs. Escalation factors and a narrative for the data sheet will be prepared and incorporated into the data sheet for each alternative.

Deliverables

- Right of Way Data Sheet for the Express Lanes alternative.
- Right of Way Cost Estimates

2.11 Geometric Plans & Alternatives Development & Refinement

CONSULTANT will prepare geometrics for two express lanes in each direction including auxiliary lanes as required on I-15 between SR 60 and SR 210 as defined in the PSR/PDS.

CONSULTANT will continue to refine the build alternative from the approved PSR/PDS based on comments received through the project development process. Layout sheets at 1"=100' scale will be prepared for the build alternative. Preliminary horizontal and vertical alignments, cross sections at every 100 feet, typical sections, construction staging/detour concept-drawings, will also be prepared.

Task 1- Geometric Studies

CONSULTANT shall prepare the geometric studies which shall include evaluation of standard and reduced width pavement configurations based on existing constraints, such as right-of-way and structures. The potential for two (2) express lanes in each direction with standard pavement widths will be evaluated and "point restrictions" identified where reduced pavement width may be required. CONSULTANT will identify potential alternatives for accommodating standard lane widths, such as shifting the centerline of I-15, constructing retaining walls, and acquiring right-of-way. Based on comments from SANBAG and Caltrans, a revised 2-lane express lanes alternative will be developed with realignment and localized reduced pavement width where required. A proposed 2-lane express lanes alternative will then be developed based on refinement of the preliminary geometrics. The approximate location of concrete barrier, retaining walls, sound walls, and line of cut/fill catch slopes will be developed for the proposed alternative. Geometric study includes widening of the mainline and realignment of ramps at interchanges as required. Similar geometric study will be required of the extension of the express lanes north of the SR 210 interchange to the northerly project limits.

CONSULTANT will prepare preliminary traffic designs for the build alternative, including, proposed lane configurations at ramp intersections, exit and entrance ramp designs, and truck turning templates at intersections at the interchanges, as appropriate.

Deliverables Preliminary Traffic Design for intersections associated with the local interchanges that may be impacted by the express lanes alternative.

Task 2 – List of Design Exceptions

CONSULTANT will develop a list of Mandatory and Advisory design exceptions for the express lanes for use in evaluating alternative geometrics.

Task 3 – Cut Sheets

CONSULTANT will develop cut sheets of the proposed alternative on 11"x17" sheets at 200-scale as attachments to the Draft Project Report.

Deliverables

Preliminary design drawings for the build alternative to be used for analysis of project impacts to be assessed and documented within the environmental document.

Deliverables – Build Alternative: Express Lanes

- Preliminary, revised, and proposed geometric plans
- Preliminary profiles of interchange ramps, freeway connectors, CD ramps, and local streets
- Preliminary typical cross sections for mainline and ramps
- List of Mandatory and Advisory Design Exceptions
- 11"x17" cut sheets for plans, profiles, and typical cross sections (1"=200')

Assumptions:

- Caltrans will review and comment two (2) times and then a final roundtable review, if necessary, once on the preliminary geometrics and once on revised geometrics
- Profile and superelevation diagrams of I-15 mainline required as necessary.

2.12 Cost Estimates

CONSULTANT will develop a construction and Right of Way cost estimate for the express lane alternative, leading to the selection of a Preferred Alternative. Cost estimates will be prepared in accordance with the Caltrans Project Development Procedures Manual for projects at the PA/ED phase.

Deliverables

Construction and Right of Way cost estimate

2.13 Preliminary Transportation Management Plan (TMP)

CONSULTANT will establish TMP strategies and estimate their respective costs and prepare a preliminary TMP. The TMP and TMP cost estimate will be performed for the express lane alternative. This includes determining the feasibility of using surface streets for traffic diversion, and developing traffic handling plans with the project stakeholders, including the cities along the I-15 corridor within the project limits. CONSULTANT will coordinate with Caltrans and will update the TMP Data Sheet.

Deliverables

Preliminary Transportation Management Plan (TMP)

2.14 Storm Water Data Report

CONSULTANT will evaluate storm water strategies and will prepare a preliminary storm water data report in accordance with Caltrans requirements to document these strategies. It is anticipated that a 'Long Form' Storm Water Data Report (SWDR) will be prepared for the Express Lane alternative.

Deliverables

Preliminary Storm Water Data Report (SWDR) for the Express Lanes alternative.

2.15 Design Exception Fact Sheets

CONSULTANT will identify nonstandard design features based on the Design Checklist (DIB 78-03) and prepare Fact Sheets for exceptions to Advisory and Mandatory design standards. CONSULTANT will prepare draft, and final Advisory Fact Sheets and Mandatory Fact Sheets in accordance with Caltrans Project Development Procedures Manual.

Scope

Format of the document "Fact Sheet Exceptions to Mandatory Design Standards" will be based on Caltrans Design Memorandum originally signed by Robert L. Buckley, dated September 25, 2000 and per current Caltrans standards.

Advisory Fact Sheets and Mandatory Fact Sheets will be submitted for each GAD and Design Checklist as listed in the following section, Section 2.16 Geometric Approval Drawings (GAD's).

Methodology

Justification for exception to nonstandard design features is an iterative process requiring coordination and collaboration with Caltrans and FHWA. CONSULTANT will implement the following methodology for documentation of nonstandard design features of the Express Lanes alternative:

- Develop and submit Draft Advisory Fact Sheets and Draft Mandatory Fact Sheets, and meet with SANBAG, Caltrans and FHWA to identify issues and concerns
- Prepare and submit Revised Draft Advisory Fact Sheets and Revised Draft Mandatory Fact Sheets,
- Prepare and submit Final Advisory Fact Sheets and Final Mandatory Fact Sheets for circulation and signatures with Caltrans

Deliverables
Draft and Final design exception Fact Sheets

2.16 Geometric Approval Drawings (GAD's)
CONSULTANT will prepare a set of Geometric Approval Drawings (GAD's) as described in Caltrans District 8 QC/QA Guide for GAD procedures. The GAD's will include plans, typical sections, profiles, superelevation diagrams, and traffic volume exhibits for most of the project. GAD's will include only plans where only striping modifications are proposed. Geometric approval plans, profiles and superelevation diagrams will be presented on strip maps at a scale of 1"=200'.

Scope
CONSULTANT will prepare layout sheets including plan, typical sections, and traffic volume exhibits. Layout plans will include the following:

- Dimensions for lane, shoulder and buffer width
- Limits of cut and fill with side slope annotation
- Location of retaining walls
- Existing and Proposed Right of Way

Each submittal of Revised Draft and Final GAD will include a completed Design Checklist as described in Caltrans Design Information Bulletin 78-03.

Deliverables
Draft, Revised Draft, and Final GAD's
Revised Draft and Final Design Checklist

Assumptions:
It is assumed that Caltrans will review and comment (2) times, once on the Draft GAD's and once on the Revised Draft GAD's. If more than (3) submittals of GAD's are required, additional submittals will be considered extra work.

Geometric approval documents are based on the scale of 1" = 200'. Preparation of geometric approval documents at the construction documents plan scale of 1" = 100' (11" x 17") will be considered extra work.

Profile and superelevation diagrams will be prepared for interchange ramps, freeway to freeway connectors, and collector-distributor ramps. Profile and superelevation diagrams for the I-15 mainline will only be prepared in locations where realignment of the mainline is required as determined during Task 2.10, Geometric Plans & Alternatives Development & Refinement, and will be considered extra work.

Direct Toll Connectors (freeway to freeway) at the I-10 / I-15 interchange have not been included In this scope of work for either the Engineering or the Environmental tasks.

It is assumed that Caltrans will review and comment two (2) times, once on the Draft GAD's and once on the Revised Draft GAD's. If more than (3) submittals of GAD's are required, the additional submittals will be considered extra work, unless the additional submittals are the result of the CONSULTANT not adequately addressing Caltrans previous comments.

2.17 Modified Access Report

CONSULTANT will prepare a Modified Access Report (MAR) covering the project limits. It is anticipated a MAR will be prepared for FHWA conceptual approval and a final MAR will be submitted for approval after environmental clearance is obtained. CONSULTANT will be responsible for preparing document, addressing comments from all reviewers, and submitting final conceptual and final versions for signatures.

Deliverables
Conceptual MAR
Final MAR

2.18 Draft Project Report

CONSULTANT will develop text, exhibits and cost estimates required for the preparation of the Draft Project Report (DPR), and will prepare a preliminary DPR In accordance with Caltrans Project Development Procedures Manual. Copies of the preliminary DPR will be circulated for comments and review. Comments received will be addressed and a final DPR will be resubmitted and circulated for signatures.

Deliverables
Preliminary Draft Project Report
Draft Project Report

2.19 Project Report

After the distribution of the Draft Project Report (DPR) and Draft Environmental Document (DED), CONSULTANT will prepare a draft final Project Report (PR) to document the selection of the preferred alternative and to update the cost estimate. A draft final PR will be circulated for comments and review. Comments received will be addressed and a final PR will be resubmitted and circulated for signatures.

Deliverables
Draft Final Project Report
Final Project Report

2.20 Value Analysis

It is anticipated that a Value Analysis (VA) study will be performed for this project per Caltrans and FHWA guidelines. It is assumed that the VA procedures, the identification of the VA team, conducting the analysis, and preparing the draft and final VA report, would be completed by Caltrans. CONSULTANT will provide the services of the Project Manager, one Senior Specialist, and one Project Engineer for a period of three (3) days to participate in the VA team meetings. CONSULTANT will also provide the services of the Roadway Lead Engineer for one (1) day to participate in the VA team meeting.

CONSULTANT will also provide copies of project information and data that will be available at the time the VA study will be conducted.

Assumptions:

- Three days participation for PM, Senior Specialist, Project Engineer
- One day participation for the Roadway Lead Engineer

Deliverables

- Project Information material (Plans, Estimates, Presentation Boards, etc.)

2.21 Construction Staging

CONSULTANT will prepare preliminary construction staging concept drawings for the build alternative that show the sequence of operation, 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, detours, and the number of traffic lanes available for public traffic.

Deliverables

Preliminary Construction Staging Concept Drawings

2.22 Railroad Coordination

CONSULTANT will provide the services of a senior specialist to serve as the railroad coordinator, to act as a direct liaison with the UPRR and BNSF railroad companies, and with Caltrans Office of Structures Design (OSD). The railroad coordinator will assist in determining the level of involvement of the railroad companies, and will request railroad conceptual approval of the proposed geometrics at locations where railroad involvement is necessary, for both build alternatives.

OTHER OPTIONAL SERVICES- The additional services identified below may be requested by SANBAG. Any additional work will be authorized in writing by SANBAG and an amendment will be issued based on the terms in the contract.

Other Service 1 – Project Management Plan and Financial Plan

CONSULTANT will prepare a draft Project Management Plan and a draft Initial Financial Plan pursuant to the current FHWA guidance for the Build Alternative identified as the preferred alternative.

Deliverable:
Draft Project Management Plan
Draft Initial Financial Plan

Other Service 2 – Express Facility Concept of Operations Plan and Simulation Modeling

CONSULTANT shall develop an Express Facility Concept of Operations Plan (ConOps Plan) in conjunction with the geometric layout plans for the build alternative, which shall identify the proposed operations of the Express Facility including toll collection method(s), toll policies, necessary tolling equipment, toll and occupancy enforcement method(s), access to the Express Facility from the general purpose freeway lanes and at direct connectors, roles and responsibilities of Caltrans, SANBAG, CHP, and other

agencies in operation of the express lanes. The ConOps plan will be prepared in such a way that it meets the FHWA requirement for a Conceptual Intelligent Transportation System (ITS) Plan.

CONSULTANT shall coordinate with SANBAG's CONSULTANT (CD Smith) which will be preparing a Level II toll revenue generation estimate for the Express Facility component of the build alternative.

An operational simulation of the I-15 corridor will be developed using a baseline VISSIM model developed for preliminary corridor studies by SANBAG. The I-15 VISSIM model will be applied to analyze the Express Lanes transition areas, intermediate Express Lanes lane access areas, and the transition areas from a single express lane to dual express lanes in each direction where, if, they occur. CONSULTANT will incorporate simulation modeling results and analysis into the traffic report as appropriate.

Deliverable:

- Express Facility Concept of Operations Plan (Draft and Final, 10 copies each)
- VISSIM Simulations

Other Service 3 – Expression of Interest Application to FHWA
CONSULTANT shall prepare for review by SANBAG and review and submission by Caltrans to FHWA, the Expression of Interest in Tolling Authority application required to pursue a toll project on an Interstate Highway, as well as the consequent Memorandum of Understanding required between FHWA and Caltrans.

CONSULTANT shall also prepare, as directed by SANBAG, a Concept Paper, Application, and Early Development Agreement under the FHWA Special Experimental Project Number 15 (SEP-15) for submission by Authority and/or Caltrans to FHWA in the event that SANBAG determines to pursue construction using an experimental contractual arrangement as defined by FHWA.

Deliverable:

- Expression of Interest and Agreement for tolling authority
- Concept Paper, Application, and Early Development Agreement under the FHWA Special Experimental Project Number 15 (SEP-15)

Other Service 4 – Preparation of Bid Documents for Design-Build Contract
CONSULTANT shall prepare a bid package for purposes of advertising a design-build contract. Package shall include sufficient technical requirements for purposes of establishing the baseline bid alternative, along with bidding requirements, details, and other such requirements as needed from SANBAG, Caltrans, and FHWA to satisfy advertising requirements for procurement of a large design-build contract. This package will be based on anticipated funding from Federal, State, and local sources. CONSULTANT will support the advertising phase as needed including answering bid questions, review and evaluation of Alternative Technical Concepts (ATC's), and support evaluation of proposals as required by SANBAG.

Deliverable:

- Bid package for design-build contract

Other Service 5 – Field investigation and Report for Fault Rupture
CONSULTANT shall provide field investigation and a report of that work should the results of the investigation work in task 2.7 above result in an approved work plan that requires field investigation. This work shall include, but not be limited to required field work including trenching and preparation of a report documenting the findings and providing recommendations for how fault rupture should be accommodated on the project.

SCOPE OF WORK FOR THE ADDITION OF EXPRESS LANES TO THE I-15 CORRIDOR -- PA/ED

PART 2 – ENVIRONMENTAL SERVICES AND CONTRACT ADMINISTRATION

CONSULTANT shall provide both technical and administrative environmental services consistent with obtaining the necessary environmental approvals. Additionally CONSULTANT will be required to provide on-call environmental services as needed.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to clearing the project environmentally, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT's opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that defines the basic schedule and work tasks.

ENVIRONMENTAL DOCUMENT AND GENERAL ACTIVITIES

CONSULTANT shall follow a work process that ensures the objectives of all stakeholders including local, state, and federal agencies are met. Additionally, any and all legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities.

- Preparing an Environmental Assessment (EA)/Initial Study (IS).
- Publishing applicable notices and/or sending notices to various agencies and other interested parties.
- Developing a detailed project description/scope definition of the environmental document.
- Preparing and circulating the draft environmental document.
- Publishing various notices and filings of the draft environmental document
- Participating in various public meetings, as required.
- Responding to comments on the draft environmental document.
- Finalizing the environmental document.
- Publishing of various notices and filings of the final environmental document.
- Providing support through final agency decision and project certification.
- Providing support for any required or desired coordination meetings, and activities, including monthly PDT meetings and public meetings.

The environmental document will include various chapters, sections, studies and appendices according to the Caltrans Environmental Reference and handbooks. Information included for the document may be gathered from many sources as well as studies and analyses that CONSULTANT may perform. The following is a listing of the content that may be included in the document. CONSULTANT should be aware that the environmental document may require additional information to what is presented in the following:

- Summary section which may include information on project location and background, the current environmental setting, agency coordination, project alternatives and discarded alternatives, project purpose and a summary of impacts.
- Statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future traffic conditions and project objectives.
- A section on the locally preferred alternative and how it was selected.
- A chapter on the affected environment which may include information on aesthetics, geology, soils analysis, hydrology, flood plains, wetlands, cultural resources, air quality, noise, land use, parks, hazardous waste, traffic circulation and socioeconomic aspects. Additionally, the environmental consequences (effects) and mitigation measures of the foregoing should be addressed. CONSULTANT may also be required to address cumulative impacts and growth inducement.
- CONSULTANT must also be aware of any and all other CEQA specific and CALTRANS SER requirements.
- The environmental document may also include information on agency/organization and public consultation, persons that were involved with the environmental document preparation, technical appendices, a list of required permits, a bibliography and index.
- Existing Land Use Inventory
- Biological survey/inventories
- Inventory of section 4 (f) properties
- Existing housing surveys
- Public services surveys

TECHNICAL STUDIES

CONSULTANT may be required to perform technical studies and/or review data including but not limited to the following:

- Environmental work plan with study assumptions for PDT/CALTRANS review
- Air quality
- Hazardous waste including asbestos and ADL
- Noise, including noise study and NADR (if applicable)
- Biological resources
- Cultural resources
- Paleontological resources
- Water quality
- Visual impact study including preparation of visual simulations and exhibits
- Potential effects of the project on sensitive, threatened or endangered species
- Environmental checklist with written narrative, which may include analysis to impacts to physical, biological, and social/economic effects.
- As-built plans of existing infrastructure
- Geologic and seismic data for the project area
- Hydrology and drainage information
- Caltrans QA/QC forms

Submittal of Studies, Reports and other deliverables

1. All deliverables shall be prepared in accordance with CALTRANS and FHWA standards and will be provided to SANBAG for initial peer review. CONSULTANT shall submit peer reviewed deliverables to CALTRANS.

2. CONSULTANT shall be responsible to perform an appropriate level of Quality Control (QC) on all deliverables and supporting work including internal reviews, checking and verification throughout the development, in accordance with CONSULTANT's approved project Quality Management Plan (QMP). The CONSULTANT Quality Manager shall conduct assessments and monitor the performance of the QC performed by the project team, to ensure that the Work conforms to contract requirements.

3. CONSULTANT shall respond to all comments received from SANBAG, FHWA and CALTRANS and resubmit deliverables as directed.

4. CONSULTANT shall support any and all studies, analyses and requirements needed to successfully complete the environmental requirements of the project.

FURNISHED MATERIALS

SANBAG will provide CONSULTANT with a copy of the I-15 PEAR prepared by Parsons Brinkerhoff.

ADMINISTRATION-PARTS 1 AND 2:

SANBAG Project Management and Administration

A. As part of their management activities for CONSULTANT Management, Engineering, and Environmental Services, SANBAG shall:

   1. Conduct ongoing reviews of CONSULTANT's progress and performance in performing the work and furnish technical comments in a timely manner.

   2. Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.

   3. Coordinate the distribution of public information.

   4. Review CONSULTANT's QMP and CONSULTANT's adherence to its QMP.

   5. Provide focal-point contact for all questions, requests, and submittals.

   6. Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.

7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions, or other changes; and return it to CONSULTANT with comments for revision.

8. Receive and review monthly progress reports from CONSULTANT.

9. Review with consultant, requests for change orders and/or extensions of time when such requests are determined to be necessary.

10. Have final review and approval over all contractual payments and changes.

Submittal and Review

A. Reports and engineering deliverables prepared by CONSULTANT shall be submitted in draft form to SANBAG for peer review and edit prior to submittal to CALTRANS. CONSULTANT shall make peer review changes or provide an explanation as to why a change is not made, for review by SANBAG prior to submittal to CALTRANS.

B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, SANBAG shall have the right to withhold payment and/or terminate CONSULTANT'S contract in accordance with the provisions entitled "Termination" included in this Contract.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 31

Date: May 7, 2014

Subject: Interstate 215 (I-215) Mount Vernon/Washington Interchange Improvement Project

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

1. Approve deleting the I-215 Mount Vernon Avenue/Washington Street Interchange project from the Measure I Valley Freeway Projects program; and

2. Approve adding the I-215 Mount Vernon Avenue/Washington Street Interchange project to the Measure I Valley Freeway Interchange program; and

3. Approve waiving Policy VFI-12 for the I-215 Mount Vernon Avenue/Washington Street Interchange project. The policy stipulates that the total public share for interchange projects within the sponsoring agency's jurisdiction shall not increase with the addition of a project;

4. Approve waiving Policy VF-3 for the I-215 Mount Vernon Avenue/Washington Street Interchange project. The policy includes the interchange improvements on the I-215 between the Riverside County Line and I-10 in the project to widen this portion of the I-215 freeway; and

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1405a-pb
Attachment: MVSS1413a-bmf

5. Terminate for Convenience Contract No. C12214 with TranSystems Corporation, for the preparation of the Preliminary Engineering and Environmental Document (PA/ED) for the Interstate 215 Mount Vernon Avenue/Washington Street Interchange project.

Background: The purpose of the I-215 Mount Vernon/Washington Interchange Improvement Project is to reconstruct the interchange in order to accommodate the ultimate freeway widening and improve traffic operations of the interchange.

In 2009, the Board authorized staff to proceed with the preparation of planning studies for the Project. Subsequently, a Project Study Report-Project Development Support (PSR-PDS) was prepared and was approved by the California Department of Transportation (Caltrans) on March 6, 2013.

On August 1, 2012, the Board approved Contract No. C12214 with TranSystems Corporation to complete the Preliminary Engineering and Environmental Document (PA&ED), for a lump sum amount of $2,890,365. The scope of work included completing a preliminary analysis on six alternatives. Due to the demands of the stakeholders, the preliminary analysis led to 34 variations, with a lot of the variations requiring more extensive analysis than had been contemplated when the original scope had been developed. The viable alternatives varied in cost from $85 million to $112 million, in current dollars. The most expensive alternative includes structures to carry both Mt. Vernon Avenue and Washington Street separately over the freeway.

At the Board of Directors Metro Valley Study Session on March 13, 2014, an item was presented that recommended an increase to the consultant's contract amount for work completed that was beyond the intent of the contract scope. The work was completed without authorization of the SANBAG Board. During the discussion of the presented item, the question was raised whether the subject interchange project should still be included in the Valley Freeway Program. The Study Session members requested that the SANBAG Officers meet with staff to discuss in more detail the background provided at the March Metro Valley Study Session meeting, discuss ways to prevent the unauthorized expenditures of funds from occurring, and to provide direction on the development of the interchange project (the March 13, 2014 agenda item is attached). The direction the Officers provided established the following recommendations to be considered by the Metro Valley Study Session.

Recommendations 1, 2 and 3: The I-215 Mount Vernon Avenue/Washington Street Interchange project was originally included in the freeway program because the overcrossing structure needed to be replaced to accommodate the ultimate freeway mainline widening, which included two additional lanes in each

direction. The interchange project was separated from the mainline in an effort to expedite the completion of the interchange improvements. Staff substantiated the above information by reviewing the document history of the project.

In 2009, the mainline project was "right-sized" to only include one lane in each direction. That total cost of the "right-sized" project is $177 million. With the reduced project, the replacement of the structure is not necessary. Given this, the SANBAG Officers recommended the I-215 Mount Vernon Avenue/Washington Street Interchange project be removed from the Measure I Valley Freeway Program and be included in the Measure I Valley Freeway Interchange Program. In addition, the Officers recommended that Policy VFI-12 be waived for this Interchange project. Policy VFI-12 states, "No new project shall be added to the Valley Freeway Interchange Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost. Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SANBAG prior to Board action."

If the Mount Vernon/Washington Interchange project is moved to the Interchange Program, it will have minimal impact on the program in terms of funding priorities. The reason for this is that a preliminary analysis of where the interchange would rank on the priority list estimated that it would be priority 23. Funding studies have shown that there will not be adequate revenue in the current Measure to fund these interchanges lower on the priority list without reductions in scope and/or infusion of substantial state or federal funding. In terms of the funding of the total Valley interchange program, however, adding the Mount Vernon/Washington interchange would increase the public share cost by an estimated $90 million. Thus, the need to waive Policy VFI-12 so that the City of Colton does not have to cover these costs by either eliminating other interchange work in their boundaries already listed on the Measure I Valley Freeway Interchange Program, or by increasing their share accordingly.

It is important to note that the SANBAG Board authorized staff to initiate an interchange phasing study for Valley interchanges to explore ways to stretch the available Measure I Valley Freeway Interchange Program dollars to a broader cross-section of smaller-scale improvements. The concept is to improve portions of interchanges farther down the priority list instead of waiting for funding to construct only the ultimate improvements, resulting in more cost-effective use of Measure I dollars. Staff is working with technical committees on phasing concepts and expects to have a report to the Board in fall 2014. At the same time, Measure I Strategic Plan policy calls for a review of the Valley Freeway

Interchange priority list in 2015. Staff has initiated that activity and is considering it together with the phasing analysis, again working through technical committees. One or both of these initiatives could have an impact on the availability of funding for the I-215 Mt. Vernon/Washington Interchange.

The sponsoring agencies are required to contribute Development Impact Fees to interchange projects. A preliminary analysis has determined that agency contributions would be in the range of $2.8 million for the City of Colton; $1.1 million for the City of Grand Terrace; and $1.7 million for the County of San Bernardino. Of course, these contributions would vary depending on the alternative selected for the interchange project and the final cost of the project. The exact fair share percentages and mitigation amounts need to be confirmed before incorporation into the Development Mitigation Nexus Study.

Recommendation 4: This recommendation is for the waiver of Policy VF-3. This recommendation has been added since this item was presented at the Metro Valley Study Session. In developing the Metro Valley Study Session agenda item, this policy, which needs to be addressed, had been overlooked.

Policy VF-3 states, "Interchange improvements on the I-215 between the Riverside County Line and I-10 shall be included in the scope of the project to widen the I-215 from the County line to I-10. Interchange improvements required for other Valley Freeway Program projects listed above are included in the Valley Freeway Interchange Program and shall not be funded, in whole or in part, by Valley Freeway Program revenues."

At the time of the adoption of the Strategic Plan and this associated policy, it was assumed that the Mt. Vernon/Washington structure would need to be replaced to accommodate the "right-sized" freeway project. This assumption is correct if full standard freeway shoulders are going to be provided. In addition to the full standard shoulders, there are other benefits to replacing the structure such as standard vertical clearance and the width to accommodate the future 2nd lane in each direction. These benefits are further discussed later in this item.

If the decision is to move the subject interchange project to the Interchange Program, Policy VF-3 will need to be waived.

Recommendation 5: Preliminary analysis found that the subject interchange project will not rank high enough in the interchange priority list to warrant the development of the project. Given this, it is recommended that the contract with TranSystems be terminated for convenience. The contract allows SANBAG to terminate the contract without cause.

Supplemental information requested by the Metro Valley Study Session members.

Amount spent to date on the interchange project and what would it cost to get the project shelf ready - $750,169 was spent on the preparation of the Project Study Report and $1,090,299 has been spent for the Preliminary Engineering/ Environmental (PA/ED) phase. The estimated cost to complete the remaining tasks for the PA/ED phase is $2.4 million, for a total estimated cost of $3.5 million. To complete the design phase the estimated cost is $5 to $9 million dependent on the alternative selected. If the PA/ED were to be completed without moving directly into the design phase, the delay may be such that some of the studies may become stale and require rework. For example, the traffic studies must be less than three years old in order to remain valid. Typical traffic studies range from $100,000 to over $300,000, depending on the magnitude of the project and the number of alternatives. These particular studies are very important as information yielded from these studies is used as the basis for air quality and noise studies. In addition, traffic study data serve as the basis for the geometric layout which, in tum, defines the right-of-way footprint. Other studies have differing shelf lives. The effects of shelving a project can include cost increases due to rework, additional studies, meeting new regulations, and/or the high cost of new or expanded mitigation requirements.

What happened since 2009 when the decision was made to "right-size" the freeway project - The Project Study Report (PSR) was being prepared. The preparation of the PSR was delayed due to State budget cuts which did not provide Caltrans' resources for PSR development. The PSR was approved by Caltrans in March 2013.

Although the Washington Street structure does not need to be replaced to accommodate the current I-215 widening, there are benefits to the replacement prior to construction of the ultimate I-215 facility. The benefits include:

- Full standard shoulders - To accommodate the freeway lanes currently under construction, the shoulders at the structure will need to be reduced.
- Standard vertical clearance – The existing structure does not have standard clearance and is struck by oversize loads on an average of every two months. Mitigating this issue is Caltrans' responsibility, but they do not have the funding to replace the structure.
- Accommodates the future second lane in each direction – This structure will be the only structure on the San Bernardino County portion of the I-215 that needs to be replaced to accommodate the second lane. The addition of the second lane will probably not occur for many years to come.

These benefits need to be considered against the now known cost of the project, $90 to $150 million, in deciding whether to proceed with the project. Most of the work completed has provided the information needed to make this decision.

The local agencies lost the opportunity to collect Development Impact Fees (DIF) to fund their share of the project, if the project is moved to the Interchange Program since 2009 when the decision was made to "right-size" the freeway project – Staff has reviewed development that has occurred from Fiscal Year 2008/2009 through Fiscal Year 2012/2013 and has quantified the amount of additional impact fees that would have been generated from the three agencies with the inclusion of the Mount Vernon/Washington interchange. The additional fees generated would have been approximately $33,000 for the City of Colton, $34,000 for the City of Grand Terrace, and less than $1,000 for the County of San Bernardino.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget under Task No. 0845.

Reviewed By: This item was reviewed and recommended for approval (11-9-0; Opposed: Davis, Gonzales, Harris, McEachron, Navarro, Ramos, Stanckiewitz, Tahan, Yates), with a quorum of the Board present at the Board of Directors Metro Valley Study Session on April 17, 2014. SANBAG General Counsel and Contract Administrator have reviewed this item.

Responsible Staff: Garry Cohoe, Director of Project Delivery

(ATTACHMENT) COPY

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: March 13, 2014

Subject: Interstate 215 (I-215) Mount Vernon/Washington Interchange Improvement Project

Recommendations:* That the following be reviewed and recommended for final approval by the Board of Directors, acting as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

1. Approve Amendment No. 1 to Contract C12214 with TranSystems Corporation for the preparation of the Preliminary Engineering and Environmental Document (PA/ED) for the Interstate 215 Mount Vernon Washington Interchange Improvement Project increasing the contract amount by $574,124 for a total contract amount of $3,464,489; and

2. Approve a 5% contingency to Contract No. C12214 for an amount of $173,300.

Background: The purpose of the I-215 Mount Vernon-Washington Interchange Improvement Project is to reconstruct the interchange in order to improve traffic operations, increase capacity, and reduce congestion at the ramp intersections, thereby providing adequate access to and from facilities served by the interchange.

In 2009, the Board authorized staff to proceed with the preparation of planning studies for the Project. Subsequently, a Project Study Report-Project Development Support (PSR-PDS) was prepared and was approved by the California Department of Transportation (Caltrans) on March 6, 2013.

On August 1, 2012, the Board approved Contract No. C12214 with TranSystems Corporation to complete the Preliminary Engineering and Environmental Document (PA&ED) for a lump sum amount of $2,890,365.

Recommendations 1 and 2: Through the PSR-PDS process, five alternatives, including a "no-build" alternative, were developed by the Project Development Team (PDT) made up of the stakeholders including Caltrans, SANBAG, and the City of Colton. In the PSR-PDS phase, the PDT recommendation was to drop

COPY

two alternatives due to poor traffic operations, increased accident risk and driver confusion, high construction cost, an increase in the number of structures, earthwork impacts to the hillside located southeast of the interchange, and right-of-way impacts to major properties on the east side of I-215. For these reasons, the PDT elected to move forward with a recommendation for the no-build alternative, Alternative 1, and two build alternatives, Alternatives 2 and 5, which were presented in the approved PSR-PDS. Accordingly, the original scope of work for the Preliminary Engineering and Environmental Document contract with TranSystems Corporation assumed that the project team would study these two build alternatives in the Project Report and Environmental Document.

During the early stages of the PA/ED, it was discovered that the alternatives considered and evaluated during the PSR-PDS phase, were not fully supported by the City of Colton. Colton raised a concern that Alternative 2 was inconsistent with their long range plan for improving Washington Street as a major east-west thoroughfare with future connection to La Cadena Drive to the west. To address the City concerns, an Alternative Evaluation Workshop team, consisting of representatives from the City of Colton, Caltrans, and SANBAG, was formed to review the viability of the two build alternatives that were recommended in the PSR-PDS, and to study new alternatives that could address the needs of both Caltrans and the City of Colton. Alternative 2 was evaluated and discounted by all team members due to its impact on the sensitive habitat along the Colton/Grand Terrace slope and an SCE 115 KV transmission tower. Alternative 5 (with three proposed bridges across I-215) was also studied and found that it would reduce the weaving distance along southbound I-215 between the interchange and I-10 by more than 1,500 feet, which impaired freeway mainline operations. This alternative also impacted an SCE transmission tower and the 48" City of Riverside water line. The group was split on the viability of this alternative. As a result of the growing issues with Alternate 2, Transystems presented Alternate 6. The PDT unanimously concurred with moving this alternative forward for further study because it minimized impacts to environmental habitat, businesses, and utilities. In addition to these findings, the stakeholders at this workshop requested that the consultant further examine additional configurations on the northbound side of the interchange, including a partial cloverleaf and a diamond, and an additional diamond configuration on the southbound side of the interchange. When combinations of these configurations were assembled together into alternatives, the project now had developed Alternatives 6, 7, 8, 9, and 10 for study.

In an effort to focus the PDT and move the project forward, an Alternative Analysis Summary Document was produced. This extensive analysis evaluated each alternative and design variations on the alternatives. For each alternative, vertical and horizontal geometrics were developed and evaluated to determine needed mandatory and/or advisory design exceptions. Preliminary traffic

modeling was performed to determine benefits to traffic operations, full and partial right-of-way impacts for each alternative were identified by parcel, and the associated right-of-way costs were estimated. In addition, each alternative (and associated variations) was evaluated for environmental impacts and utility conflicts. Finally, cost estimates were produced for each alternative. Based on the analysis completed, the PDT decided to continue studying two alternatives – Alternative 6 and 10.

In October 2013, the SANBAG Board members representing the Cities of Colton and Grand Terrace met with SANBAG staff to share their interest in minimizing the impacts to the businesses, including the Christian Center Academy, and the Colton Courtyard Shopping Center. The City representatives were very concerned about the impact to the City's revenue if these businesses are displaced. Additionally, they expressed interest in including improvements to South Mount Vernon Avenue to address the continual maintenance issue of surficial debris slides on to the roadway. This meeting generated another alternative, Alternative 11. This alternative proposed connecting South Mount Vernon across I-215 to San Antonio Drive with a connection to RV Center Drive.

SANBAG has brought in legal and commercial real estate experts to evaluate the right of way effects on Alternatives 6, 10, and 11. On an individual alternative basis, impacts to business access, parking, and relocation was studied by the experts along with the viability of the Colton Courtyard Shopping Center. SANBAG staff shared the findings with both City's staff and elected representatives. At this juncture, we are continuing to work with the City's staff and our consultant team to finalize the alternatives that will be evaluated through the environmental process.

The extensive preliminary evaluation of eight alternatives (and their variations) resulted in the selection of alternatives that best meet the two major purposes of the project, improve circulation while minimizing impacts to private property, which will help ensure that SANBAG's investment is in the best interest of the region and the local agencies. The evaluation of the alternatives has taken approximately one year and a lot of resources. As a result the contract budget will need to be augmented. Contract C12214 is a fixed fee contract with a fixed scope. The evaluation of the additional alternatives was beyond the contract scope. For this reason, staff is requesting an amendment to increase budget by $574,124 for a total contract amount of $3,464,489.

A contingency is requested to cover some potential but unknown tasks such as biological studies and coordination with SCE. Until the road alignments are further defined, it is not known if these tasks will be needed. The contingency requested is 5% in the amount of $173,300.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2013/2014 budget. Task No. 0845.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contracts Administrator have not approved this item and Draft Amendment.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

*** Frank Navarro made a motion to withdraw this agenda item from consideration to provide SANBAG staff the opportunity to meet with Caltrans, FHWA, and the Cities of Colton and Grand Terrace to gain a better understanding of the project's status to facilitate making better decisions regarding which alternatives to present. An amendment to the motion also included direction to the Executive Director to meet with the SANBAG Executive Officers to review the management and oversight of the contract and take action as required; Second by Ray Musser. Motion carried unanimously (19-0-0).**

A subsequent and additional motion was made by Larry McCallon to request that an item be scheduled for a future Board of Directors Metro Valley Study Session meeting, to discuss whether or not the Mt. Vernon/Washington Avenue Interchange improvement project should continue under the guidelines of the old Measure I 1990-2010 Program or proceed under the new Measure I 2010-2040 Interchange Program. Staff agreed that it would be important to have this discussion prior to moving forward with the project. Second by Bill Jahn. Motion carried (11-8-0; Opposed: Aguilar, Musser, Navarro, Ramos, Robertson, Stanckiewitz, Tahan, and Yates).

Present:

Aguilar	**Ovitt**
Davis	**Ramos**
Graham	**Riddell**
Harris	**Rigsby**
Jahn	**Robertson**
McCallon	**Stanckiewitz**
McEachron	**Taban**
Michael	**Wapner**
Musser	**Yates**
Navarro	

Approved
Board Metro Valley Study Session

Date: March 13, 2014

Moved: * See Notes *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: Vessa M. Williams

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

MVSS1403a-bmf

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

April 8, 2014

Members of the Governing Board:

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Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
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Ben Benoit
Mayor Pro Tem, Wildomar
Cities of Riverside County

John J. Benoit
Supervisor, Fourth District
County of Riverside

Joe Buscaino
Councilmember, 15th District
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Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
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Judith Mitchell
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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

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 April 4, 2014 SCAQMD Governing Board meeting, and a preview of the item(s) for discussion at the May 2, 2014 meeting.

PUBLIC HEARING ITEMS AT APRIL 4 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.

Vote: 11 Yes; 0 No; 0 Abstain; 2 Absent

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.

Continued by the Board to the May 2, 2014 Board Meeting, as recommended by staff.

Cleaning the air that we breathe...

PUBLIC HEARINGS TENTATIVELY SET FOR MAY BOARD MEETING:

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.

Amend Rule 1155 – Particulate Matter (PM) Control Devices
Rule 1155 was adopted in December 2009 and subsequently forwarded to CARB for inclusion in the SIP. CARB approved the submittal and forwarded to U.S. EPA in July 2010. U.S. EPA has raised concerns about certain exemptions during equipment start-up. In order to address U.S. EPA's concern regarding approval of this rule into the SIP, Rule 1155 is proposed for an administrative amendment clarifying that certain provisions of Rule 401 – Visible Emissions and the provisions of Rule 404 – Particulate Matter - Concentration are applicable to equipment subject to Rule 1155. This action is to adopt the resolution: 1) Certifying the Notice of Exemption for Proposed Amended Rule 1155; and 2) Amending Rule 1155.

Amend Rule 102 - Definition of Terms
The proposed amendment exempts trans 1-chloro-3,3,3-trifluoropropene from the VOC definition of the rule. The U.S. EPA has already exempted the compound from the federal VOC definition because of its negligible photochemical reactivity level. This action is to adopt the resolution: 1) Certifying the Notice of Exemption for Proposed Amended Rule 102; and 2) Amending Rule 102.

2013 Annual Report on AB 2588 Air Toxics Hot Spots Program
The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) requires local air pollution districts to prepare an annual report. Key accomplishments for 2013 include: 1) reviewed and approved five facility health risk assessments (HRAs), which included two public notices and a total of 10 public meetings; 2) notified two facilities to prepare HRAs; 3) notified two facilities to prepare air toxic inventory reports; 4) required one facility to prepare a risk reduction plan; 5) completed development of a mapping tool to display health risks from retail gas stations and perchloroethylene dry cleaners; 6) prioritized approximately 50 facilities; and 7) updated AB 2588 website information.

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on March 20, 2014. The MSRC's next meeting is scheduled for Thursday, April 17, 2014, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved
The MSRC unanimously approved the minutes from its January 16, 2014 meeting. Those approved minutes are attached for your information *(Attachment 1)*.

Traffic Signal Synchronization Program under FYs 2012-14 Work Program
The FYs 2012-14 Work Program included $5 million for projects that improve traffic flow along corridors by coordinating traffic signals and associated signal control facilities. The Program was intended to work in partnership with each of the county transportation commissions in an effort to enhance or augment their existing signal synchronization efforts and leverage other sources of funding. A geographic minimum of $1.25 million was set aside for each of the four counties and the MSRC issued an Invitation to Negotiate seeking responses from each county transportation commission. Except for the San Bernardino Associated Governments (SANBAG), which is still conducting its Call for Projects, the other three county transportation commissions have submitted projects for consideration. At its March 20, 2014 meeting, the MSRC unanimously made the following awards: 1) $1.25 million to the Los Angeles County Metropolitan Transportation Authority for three projects covering more than 21 miles; 2) $1.25 million to the Orange County Transportation Authority for six projects covering more than 37 miles; and 3) $939,625 to the Riverside County Transportation Commission (RCTC) for three projects covering more than 28 miles. The SCAQMD Board will consider these three awards at its April 4, 2014 meeting. RCTC intends to submit an additional project(s) after a Call for Projects in the Coachella Valley region has closed, and once SANBAG completes its Call for Projects, they will submit their

request to the MSRC. Any additional awards made by the MSRC will be subject to SCAQMD Board approval.

Additional Awards to Implement FYs 2012-14 Local Government Match Program

As part of their FYs 2012-14 Work Program, the MSRC released a Program Announcement offering $11 million for dollar-for-dollar co-funding on a first-come, first-served basis to implement its popular Local Government Match Program. The $11 million was subsequently augmented with an additional $1,076,000 to fully fund first-day applications yet ensure sufficient funds would be available for the $1.375 million per county geographic minimums. To date the MSRC has funded 30 eligible projects in the amount of $10,783,978, but these awards did not yet fully meet per county geographic minimums for Riverside and San Bernardino. At its March 20, 2014 meeting, the MSRC considered two additional applications for bicycle projects, both from entities within San Bernardino County, and unanimously approved contract awards as follows: 1) City of Highland in the amount of $500,000; and 2) City of Redlands in the amount of $125,000. The SCAQMD Board will consider both of these awards at its April 4, 2014 meeting.

Three additional applications had been received but because they are from entities within Los Angeles and Orange County, which have met their per county geographic minimums, consideration of the applications has been deferred until all applications received by the PA's closing date of February 28, 2014, can be evaluated and recommendations developed for the MSRC's consideration. Any additional applications recommended for awards by the MSRC will be presented to the SCAQMD Board for consideration.

Additional Alternative Fuel School Bus Incentives under FYs 2012-14 Work Program

The MSRC's FYs 2012-14 Work Program included $2 million for an Alternative Fuel School Bus Incentives Program. Incentive levels were established at $9,000 for Type C and $31,000 for Type D natural gas school buses. BusWest, one of two vendors approved by the MSRC to offer buy down incentives to qualifying school districts or private pupil transportation providers, requested an augmentation of its existing contract to provide incentives for 13 full-sized CNG buses ordered by Tumbleweed Transportation. However, the purchase order for Tumbleweed's buses was issued prior to release of the MSRC's FY 2012-14 school bus incentives solicitation, and the MSRC's policy has been not to fund projects started before issuance of work program solicitations. At its March 20, 2014 meeting, the MSRC considered BusWest's request for the incentive funds, and in light of past precedent, agreed to award the incentive but at a five percent reduction, which must be borne by the vendor BusWest and not Tumbleweed

Transportation. The SCAQMD Board will consider this award at its April 4, 2014 meeting.

Received and Approved Final Reports
The MSRC received and unanimously approved six final report summaries this month as follows:

1. Orange County Transportation Authority Contract #MS12059, which provided $75,000 to modify two maintenance facilities;
2. Los Angeles County Metropolitan Transportation Authority Contract #MS12001, which provided $300,000 to implement a clean fuel transit service to Dodger Stadium;
3. Custom Alloy Light Metals, Inc. Contract #MS12063, which provided $100,000 to construct a new CNG station in the City of Industry;
4. Orange County Transportation Authority Contract #MS12065, which provided $26,673 to implement a special bus service to the Honda Center;
5. Fraser Communications Contract #MS12062, which provided $998,669 to develop and implement a "Rideshare Thursday" public awareness campaign; and
6. Elham Shirazi Contract #MS10025, which provided $199,449 to implement a telework demonstration program.

The two-page summaries of the above completed projects can be viewed in the electronic library on the MSRC's website at www.CleanTransportationFunding.org.

Contract Modifications
The MSRC considered three contract modifications and took the following unanimous actions:

1. For City of Palm Springs Contract #ML12019, which provides $38,000 to install EV charging infrastructure, approval to increase the number of EV charging stations for installation from 6 to a minimum of 35 at no additional cost;
2. City of Hemet Contract #ML06035, which provides $414,000 towards the purchase of 7 CNG refuse trucks and installation of a CNG station, approval to increase the number of fuel dispensing posts from 10 to 20, reduce the MSRC contract amount to $338,107 and extend the contract term an additional 27 months; and
3. Brea Olinda Unified School District Unexecuted Contract #MS12083, which would provide $59,454 for installation of a CNG station, approval to exclude the remanufactured compressor from their total project value for both reimbursement and match fund purposes but denial to reduce the

contract value and fuel throughput and instead require additional operation and reporting until the original fuel throughput level has been reached.

Brown Act Voting Procedures
SCAQMD's legal counsel discussed requirements for Brown Act voting procedures with the MSRC. Legal counsel and staff are working with the MSRC to review voting procedures to ensure that they fulfill Brown Act requirements yet keep the process streamlined and easy to implement.

Contracts Administrator's Report
The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2004-05 through the present. The Contracts Administrator's Report for March 2014 is attached *(Attachment 2)* for your information.

Attachments
Attachment 1 – Approved January 16, 2014 Meeting Minutes
Attachment 2 – March 2014 Contracts Administrator's Report

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

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)	J. Harrison	J. Harrison		
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson		D, Robertson	
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham		E. Graham	
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	R. McEachron			R. McEachron
San Bernardino County	G. Ovitt			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

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years. †SANBAG's Regional Council Representative serves a two-year term from the date of appointment.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Conunittee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Conunittees

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 Conunittee 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
General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	L. Dennis Michael, Rancho Cucamonga, Vice President (Chair) Bill Jahn, Big Bear Lake, President (Vice Chair) Janice Rutherford, Supervisor, Past President West Valley Paul Eaton, Montclair (Chair – CRTC) L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor East Valley R. Carey Davis, San Bernardino Richard Riddell, Yucaipa (Chair – MVSS) Larry McCallon, Highland James Ramos, Supervisor Mountain/Desert Edward Paget, Needles (Chair - MDC) Bill Jahn, Big Bear Lake Jim Harris, Twentynine Palms Robert Lovingood, Supervisor	6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014 6/30/2014
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Paul Eaton, Montclair* (Chair) James Ramos, Supervisor**(Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland* L. Dennis Michael, Rancho Cucamonga Vacant (Pat Morris, San Bernardino) Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2014) Indeterminate (6/30/2014) 12/31/2014 12/31/2015 12/31/2015 Indeterminate 12/31/2015 12/31/2014 12/31/2015 12/31/2014 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	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	Indeterminate (6/30/2014) Indeterminate (6/30/2014) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

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).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	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.	Board of Directors Richard Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	 6/30/2014 6/30/2014

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
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 provison of the Expenditure Plan and Ordinance No. 04-01.	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. 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.	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.	12/31/16 12/31/16 12/31/14 12/31/14 12/31/14

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the General Policy Committee 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.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2012-2013 Audit) - SANBAG President – Bill Jahn, Big Bear Lake - Vice President – L. Dennis Michael, Rancho Cucamonga - Immediate Past President – Janice Rutherford, Supervisor - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District 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.	Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Larry McCallon, Highland Richard Riddell, Yucaipa
Bylaws 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.	Review SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Mike Leonard, Hesperia Larry McCallon, Highland Pat Morris, San Bernardino
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	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.	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
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Review SANBAG's contracting policies and procedures and make recommendations to improve them.	Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Alan Wapner, Ontario Dennis Yates, Chino

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Express Lanes Ad Hoc Committee In November 2013, the SANBAG Board President appointed this ad hoc committee.	The purpose is to consider uses for anticipated toll revenue in excess of that needed to cover bond debt over the long-term.	Josie Gonzales, Supervisor Mike Leonard, Hesperia Robert Lovingood, Supervisor Frank Navarro, Colton Dusty Rigsby, Loma Linda Deborah Robertson, Rialto Janice Rutherford, Supervisor Michael Tahan, Fontana Alan Wapner, Ontario
Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.	Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.	President – Bill Jahn, City of Big Bear Lake Vice President – L. Dennis Michael, Rancho Cucamonga Immediate Past President – Janice Rutherford, Supervisor
Right of Way In February 2013, the SANBAG Board President appointed this ad hoc committee.	Review Right of Way policies and make recommendations on changes and signature authority limits.	Curt Emick, Apple Valley James Ramos, Supervisor Deborah Robertson, Rialto Michael Tahan, Fontana
Transit Review Ad Hoc Committee In July 2013, the SANBAG Board President appointed this ad hoc committee.	Review transit agency efficiencies and maximize transit funding.	Janice Rutherford, Supervisor – Chair Jim Harris, Twentynine Palms Robert Lovingood, Supervisor Ryan McEachron, Victorville L. Dennis Michael, Rancho Cucamonga Dusty Rigsby, Loma Linda Alan Wapner, Ontario

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
T anspo tation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transpo tation Advisory and Coordinating Council (PASTACC) 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	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (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. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

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 21st 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

Governments
SANBAG
Working Together

MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996