Attachment

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Attachment A

Date: November 28, 2007
W.I.: 1512
Referred by: PAC

Agreement for Exchange of Transportation Authority of Marin (TAM) Measure A funds with Congestion Mitigation and Air Quality Improvement (CMAQ) program funds for the U.S. 101 High Occupancy Vehicle (HOV) Lane Gap Closure Project in Marin County

This AGREEMENT is entered into on the 28th day of November 2007, by and between the TRANSPORTATION AUTHORITY OF MARIN, a public entity of the State of California, hereinafter referred to as "AUTHORITY", and the METROPOLITAN TRANSPORTATION COMMISSION, hereinafter referred to as "MTC".

<u>Recitals</u>

(1) AUTHORITY is the sponsoring agency and the California Department of Transportation (Caltrans) is the implementing agency for U.S. 101 High Occupancy Vehicle (HOV) Lane Gap Closure Project in Marin County hereinafter referred to as "PROJECT".

(2) PROJECT is an approved Highway 101 improvement project identified in the Measure A Expenditure Plan for Marin County that was approved by voters on November 2, 2004.

(3) PROJECT has received federal authorization to proceed.

(4) AUTHORITY has requested the assistance of MTC to avoid certain debt financing costs by providing $12.5 million in Congestion Mitigation and Air Quality Improvement (CMAQ) program funds hereinafter referred to as "CMAQ FUNDS" available now in exchange for Measure A funds hereinafter referred to as "MEASURE FUNDS" available in future years.

(5) MTC is eligible to program and disburse apportioned CMAQ FUNDS.

(6) AUTHORITY and MTC desire to proceed with the funding exchange immediately, as nothing in this agreement adversely affects the obligation of CMAQ FUNDS to other programmed projects in the MTC region in federal fiscal year 2007-08.

(7) AUTHORITY and MTC mutually desire to specify herein the terms and conditions under which MTC is to provide CMAQ FUNDS to AUTHORITY, in exchange for AUTHORITY's assignment of unrestricted MEASURE FUNDS to be repaid to MTC.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Attachment A

Section I

MTC AGREES:

(1) To perform the necessary funding transactions within its authority to implement the exchange of funds.

(2) Upon execution of this agreement, to provide up to a maximum total of $12.5 million of MTC apportioned CMAQ FUNDS including Obligation Authority (OA) to AUTHORITY for construction of PROJECT.

Section II

AUTHORITY AGREES:

(1) To indemnify and hold harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AUTHORITY, its officers, employees or agents, or subcontractors or any of them in connection with its performance of PROJECT under this Agreement.

(2) To reimburse MTC for CMAQ FUNDS provided to AUTHORITY by paying unrestricted MEASURE FUNDS to MTC as outlined in the payment schedule of Attachment B. Payments are to be paid to MTC biannually over a seven-year period starting in 2009 with the first payment due by June 30, 2009 and the final payment due by December 31, 2015. Biannual payments are due by June 30 and December 31 of each year.

(3) To pay interest at the simple annual rate of three (3) percent on the unpaid balance remaining after December 31, 2010 as listed in the payment schedule of Attachment B.

(4) To pay interest at the simple annual rate of ten (10) percent for any unpaid balance, including interest, greater than the amounts listed on the repayment schedule outlined in Attachment B including any balance remaining after December 31, 2015.

(5) To provide required non-federal funds as a match to the CMAQ FUNDS provided by MTC.

(6) To meet all federal, state and regional project funding delivery requirements associated with the CMAQ FUNDS.

Attachment A

Section III

IT IS MUTUALLY AGREED:

(1) This Agreement shall terminate upon the satisfaction of AUTHORITY's obligation to reimburse MTC with MEASURE FUNDS including interest, as outlined in Section II of this Agreement.

(2) Nothing in this Agreement shall preclude AUTHORITY from making principal payments in advance of the schedule or in excess of the amounts outlined in Attachment B, thus reducing the balance remaining and the amount of interest owed.

(3) CMAQ FUNDS provided and programmed to PROJECT under this agreement and subsequently de-obligated from PROJECT shall be made available to AUTHORITY for eligible activities within the Marin U.S. 101 corridor in the year of de-obligation.

(4) MTC reserves the right to withhold from AUTHORITY future regional discretionary funds and AUTHORITY agrees to accept such withholding if AUTHORITY fails to meet its obligation to reimburse MTC with unrestricted MEASURE FUNDS including interest, as specified in Section II of this Agreement.

(5) This Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

TRANSPORTATION AUTHORITY OF MARIN	METROPOLITAN TRANSPORTATION COMMISSION

Agreement for Exchange of Transportation Authority of Marin (TAM) Measure Funds with Congestion Mitigation and Air Quality Improvement (CMAQ) Program funds for the U.S. 101 High Occupancy Vehicle (HOV) Lane Gap Closure Project

TAM Funding Exchange Payment Schedule

Attachment B

November 28, 2007

	Exchange Funding Year														
	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		
	2009		2010		2011		2012		2013		2014		2015		
Payment Due Date:	*6/30/09*	*12/31/09*	*6/30/10*	*12/31/10*	*6/30/11*	*12/31/11*	*6/30/12*	*12/31/12*	*6/30/13*	*12/31/13*	*6/30/14*	*12/31/14*	*6/30/15*	*12/31/15*	**TOTAL**
Exchange Funds Provided by TAM															
TAM Measure A - Principal	892,857	892,857	892,857	892,857	834,234	846,747	859,448	872,340	885,425	898,707	912,187	925,870	939,758	953,854	12,500,000
TAM Measure A - Interest	No Payment	No Payment	No Payment	No Payment	133,929	121,415	108,714	95,822	82,737	69,456	55,975	42,292	28,404	14,308	753,052
Total:	892,857	892,857	892,857	892,857	968,162	968,162	968,162	968,162	968,162	968,162	968,162	968,162	968,162	968,162	13,253,052
Cummulative Total:	892,857	1,785,714	2,678,571	3,571,429	4,539,591	5,507,753	6,475,915	7,444,078	8,412,240	9,380,402	10,348,565	11,316,727	12,284,889	13,253,052	13,253,052

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Attachment A

Attachment B

SACOG 2012 Programming Round Funding 2011-2013

Memorandum of Understanding ("MOU" or "Agreement")
Between the Sacramento Area Council of Governments ("SACOG") and the
___________________ ("Recipient")
For the Project known as "____________________"

1. **Introduction; Project Description and Scope of Work**

   a. Program Description: The SACOG _______ Funding Program (henceforth referred to as "Program") is intended to provide financial assistance to local governmental agencies that are planning or constructing projects that are consistent with the SACOG identified guidelines and principles. Local agencies submit project applications to SACOG and SACOG awards funding by a regional competitive process. [*Insert Full Project Name*] (referred to as "Project") was awarded funding through the Program. This document serves as the memorandum of understanding between SACOG Recipient.

      The Project is receiving funds from SACOG-managed local funding sources, meaning these funds bring no requirement to federalize the Project. As such, the Project is not subject to administrative review by the California Department of Transportation ("Caltrans"), but rather by SACOG. SACOG must approve of the Project scope of work, milestones, deliverables and timelines, and shall review and approve all invoices before the Recipient will be reimbursed.

      The Program is set up as a reimbursable program, meaning Recipient will be reimbursed for eligible Project costs after SACOG receives, reviews, and approves invoices covering those expenditures. In signing this agreement, Recipient certifies that it can fund the project on its own until it seeks reimbursement from SACOG. The Recipient shall carry the expenses until it invoices SACOG for expenditures. SACOG will reimburse the Recipient within 45 days of receiving an invoice that is determined to meet the terms of this MOU.

   b. Recipient Project Manager and SACOG Program Manager: The following persons shall serve as the point of contact for all communications unless mutually agreed in writing that another individual may represent either the Recipient or SACOG.

      The Recipient's officially designated Project Manager is the person identified in the Recipient's application as the Federal Aid Manager or who otherwise meets the requirements of Section 2.b.1. below, who is:

      Name:
      Title:

Address:
Phone #:
Fax #:
Email:

SACOG's Program Manager is:
Name: _______________
Title:
____________ Program
Address: Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Phone #: 916.321.9000
Fax #: 916.321.9551
Email:

c. Project Application and Amount: Recipient submitted an application to SACOG for funding under the Program (hereinafter "Application") and a copy of the Application is attached and incorporated herein as Exhibit "A". The Application was evaluated through a competitive regional selection process and has been awarded $ _______, to be provided under the terms and conditions of this Agreement. The Recipient has pledged $________ in matching funds, and certified these funds are available to complete the Project scope. If Recipient incurs costs and expenses beyond the awarded amount, Recipient is responsible to cover those costs and expenses. In the event of any conflict between Exhibit "A" & the terms of this Agreement, the terms of the Agreement shall apply.

d. Project Description: Based on the submitted Project application, the Project's general purpose and scope is [*Insert Brief General Description of Project*]. Exhibit "B" to this Agreement, attached and incorporated herein, sets forth the detailed scope of work for the Project.

e. Scope of Work, Deliverables, Milestones and Timeline: Exhibit "B" describes the detailed scope of work to be performed by Recipient as well as the Project milestones, deliverables, and timeline for the Project. SACOG, in reviewing invoices, will verify the work completed and deliverables against the terms of Exhibit "B."

f. Payment: As the work is satisfactorily performed and funds are available, SACOG will reimburse Recipient for Project costs approved by SACOG. Recipient shall not be paid in advance of work completed. Conditions for reimbursement are identified in Section 3 below.

Attachment B

2. **Performance**

a. Notice to Proceed: The Recipient may not start reimbursable Project activities until this agreement is signed by both SACOG and Recipient, and SACOG's Program Manager has issued a written Notice to Proceed ("NTP") (e-mail acceptable) to Recipient's Project Manager after this Agreement is fully signed. The NTP shall contain the effective date for reimbursable activities, which date shall coincide with the date on which the NTP is issued.

b. Recipient Accountability Duties: Recipient shall comply with the following accountability duties. Recipient acknowledges that a failure to perform these duties may result in the DISQUALIFICATION of Recipient from receiving future funding through SACOG as further specified below. It is incumbent upon Recipient, particularly the Recipient Project Manager, to understand these accountability duties and perform them throughout the term of the MOU or until the Project is completed, whichever comes first. SACOG will NOT remind Recipient to perform these duties.

(1) Staff Requirements - A Recipient staff person who is familiar with the contents of Recipient's Application and has been assigned to oversee the delivery of this Project. Recipient acknowledges that if it does not maintain an assigned, qualified staff person or consultant to manage the delivery of the Project pursuant to the Recipient's Application, SACOG reserves the right to withdraw funding for this Project.

(2) Funding Cycle Deadline - The Project as set forth in the Application, including the scope, timeline and deliverables, must be delivered no later than the current funding round cycle deadline of December 31, 2014. Recipient acknowledges that, if it does not deliver the specified Project on the agreed to timeline and prior to the funding cycle deadline, Recipient may be penalized in future SACOG funding cycles.

(3) Status Reports – Following issuance of the NTP, Recipient shall provide the SACOG Program Manager with a brief, written (e-mail acceptable) quarterly status report on the Project. The due date for each is the first day of January, April, July and October of each year that the project has started until its completion or the termination of this MOU. This status report may be as brief as one or two paragraphs, depending upon the complexity and status of the particular Project. If Recipient's designated Project Manager changes during the course of the Project, it is the responsibility of Recipient to convey this status report requirement and all other requirements of this MOU to the new Project Manager. Recipient acknowledges that a failure to provide quarterly Project status reports to SACOG may result in Recipient failing to qualify for future funding cycles of SACOG's regional funding programs, in particular, the Program. The responsibility of submitting the brief status report to SACOG lies solely with

Recipient's identified Project Manager listed above.

c. Overall Performance: Recipient recognizes that SACOG considers Recipient's performance on this Project a factor in qualifying Recipient for proposed future projects for any other current or future SACOG funding programs.

d. Recipient Responsibilities:

After the NTP has been issued the Recipient is required to perform the accountability requirements in Section 2.b., including, but not limited to, submission of a brief quarterly Project status report.

(1) Recipient shall complete the Project, in accordance with Exhibit "B", by no later than the expiration of this Agreement.

e. SACOG Responsibilities: SACOG shall:

(1) Review progress reports and invoices promptly, and contact Recipient in a timely manner to discuss any issues. Invoices will not be approved until issues have been satisfactorily resolved.

(2) Remit invoice for payment promptly after approving invoices.

(3) Verify final Project completion as appropriate to close out final completion and payment.

3. **Reimbursement**

a. Invoices and Payments: Recipient shall submit regular Project invoices to the SACOG Program Manager for reimbursement following issuance of the NTP, but shall submit such invoices no more frequently than once a month and no less frequently than once a quarter. Each invoice shall contain a one-page progress report narrative (bullet format acceptable) of work completed to date along with reference to the scope of work, timeline, milestones, and deliverables in Exhibit "B." Recipient shall clearly identify which of the activities have been performed in the period for which reimbursement is being requested. Recipient may include copies of any deliverables or photographs of physical construction, as applicable, to provide documentation of work completed.

b. Evaluation of Invoices: SACOG will review invoices in the order received from all Program projects. Upon the review of each invoice received, SACOG will evaluate the degree of progress being made in comparison to the scope of work in Exhibit B, and may ask Recipient to provide additional information to support an invoice. SACOG may withhold payment of a full or partial invoice amount if it believes insufficient evidence has been provided to justify the amount requested.

c. Methods of Payment: After the SACOG Program Manager has approved an invoice, it will be submitted to the SACOG Finance Department for processing. Reimbursement will be made within 45 days of invoice approval and will be made by check, unless an electronic fund transfer arrangement has been made in advance.

d. Retention and Completion: SACOG reserves the right to withhold up to 10% of the awarded amount until it can verify the Project is completed as described in Exhibit "B" and approved by SACOG.

4. **Completion; Termination**

a. Agreement Expiration Date: All reimbursable expenses must be incurred before December 31, 2014. The expiration date of this Agreement is January 31, 2015, which is the final date for submitting invoices to SACOG, and the date when all projects funded in the 2011-13 Program funding cycle must be completed. Reimbursement will be made as outlined in Sections 1.a., 1.f. and Section 3.

b. Extensions: This MOU may be extended by written agreement of the parties, but such written agreement by SACOG may only occur by one of two ways. First, SACOG may agree to an extension in the event that a delay is caused by SACOG, Caltrans or state or federal agencies regarding the funding, programming or regulatory review of this project and such delay is deemed "abnormally longer than usual" by the SACOG/Caltrans Review Team (comprised of staff people from both agencies). Second, SACOG may agree to an extension for any other reason only by direct approval of the SACOG Board of Directors.

c. Termination by Recipient: The Recipient may terminate this Agreement upon 30 days written notice to SACOG identifying the reason for termination. Within 10 working days of the notice, Recipient shall submit an invoice which shall be paid according to the conditions in Section 3.

d. Termination by SACOG: Recipient's failure to perform any material obligation hereunder is a material breach of this Agreement. SACOG shall provide Recipient with written notice of any such failure and specify a reasonable opportunity to cure. If Recipient fails to cure a material breach after SACOG provides written notice thereof and a reasonable opportunity to cure, SACOG may terminate this Agreement upon 10 days written notice to the Recipient identifying the reason for termination. Upon receipt of the notice of termination, Recipient shall immediately cease its own reimbursable activities on the Project and shall give notice to any third party working on the Project to immediately cease its reimbursable activities on the Project. Within 30 working days of receipt of the notice of termination, Recipient shall submit an invoice for work done through the date of termination. Reasons for termination may include, but are not limited to:

(1) failure by the Recipient to submit a progress report or invoice for two consecutive quarters after the Notice to Proceed;
(2) if the Project falls more than 6 months behind the timeline in Exhibit B and the Recipient fails to timely inform the SACOG Program Manager; or
(3) the Recipient does not respond in a timely manner to repeated requests by SACOG's Project Manager for information.

Reimbursable funding for the Project shall cease upon the effective date of the termination notice.

5. **General Provisions**

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

b. Indemnity: Recipient and SACOG are each responsible for its own acts and omissions. Further, each party agrees to indemnify, defend, and hold harmless the other party, its governing body, officers, agents, and employees from and against any and all actions, claims, demands, losses, expenses, including reasonable attorney's fees and costs, damages, and liabilities, resulting from the negligent acts or omissions or willful misconduct of the indemnifying party. The provisions of this Section shall survive the expiration or termination of this Agreement.

c. Audit, Records: SACOG shall have the right to audit, or have audited by a representative agent, Recipient's use of Project funds. Recipient shall maintain books, records, documents and other evidence (collectively "Records") pertinent to Project work performed under this Agreement in accordance with generally accepted accounting principles and practices for a minimum of three years following completion of the Project. Recipient shall make the Records available to SACOG or its agents upon request.

d. Notices: All notices required or provided for under this Agreement shall be in writing and delivered in person or by first class U.S. mail, postage prepaid, to the Project Managers identified in Section 1.b.

e. Integration: This Agreement represents the entire understanding of SACOG and Recipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 5.a.

f. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

g. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

h. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

i. Dispute Resolution: Each party hereto will notify the other party promptly of any matters that may cause disputes arising out of their respective rights and obligations under this Agreement and will make every reasonable effort to settle such disputes by prompt and diligent negotiations. If the parties are unable to resolve the dispute through negotiation, the dispute will be sent to mediation administered by a mediator acceptable to both parties prior to the initiation of legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties. All expenses of the mediation will be borne by the parties equally; however, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

6. **Signatories**

The following parties are the authorized signatories representing their respective agencies to sign this MOU:

Sacramento Area Council of Governments	**(*Recipient Agency*)**
______________________________	________________________________
Mike McKeever Chief Executive Officer	(*Name*) (*CEO title*)
______________________	______________________
Date	Date

Approved as to form:

____
Kirk Trost
Chief Operating Officer/General Counsel

Attachment B

Exhibit "A" – Recipient Application for Funding

Attachment B

Exhibit "B" - Scope of Work, Deliverables, Milestones, and Timeline

Attachment C

Sample Letter Agreement – Intra-agency Local and Federal Funds Exchange

Dear Executive Director:

This letter summarizes the agreement the CITY has reached with the RTPA following the conclusion of the 2012 RTPA Funding Round. In that funding exercise, the CITY was awarded funding for the following two projects:

i. **Third Street Improvements Project:** Construct streetscape improvements for a two-block segment of Third St., between A St. and B St. The project will improve the bicycle and pedestrian safety and access, enhance street aesthetics, and create a sense of place. **Amount awarded: $1,082,000**

ii. **First Street Complete Streets Rehabilitation:** 1st St., from A St. to G St.: rehabilitate roadway. Complete streets improvements include new bicycle lanes, widening existing bicycle lanes, and the reconfiguration of 1st St. and B St. intersection to allow safer bicycle and pedestrian movements. **Amount awarded: $310,000**

Consequent on the RTPA's above action and in an effort to provide agencies with an opportunity to de-federalize projects, RTPA requested that the CITY consider the option of consolidating federal funds onto one project. The CITY has chosen to take advantage of this opportunity, and acknowledges RTPA's offer to program the awarded $310,000 for the "First Street Complete Streets Rehabilitation" as additional federal funding to the CITY's "Third Street Improvements Project". The CITY is aware that RTPA has already made this change by adding the $310,000 in federal funds to the "Third Street Improvement Project", which is currently programmed in the State Transportation Improvement Program (STIP).

In consideration of the above, the CITY affirms the following:

A. To fully implement, with local funds, the "First Street Complete Streets Rehabilitation" to the scope described above.

B. To initiate implementation of the "First Street Complete Streets Rehabilitation" project by April 1, 2014 and complete construction by October 31, 2015. The CITY pledges to inform RTPA as soon as the construction of this project is completed.

C. The CITY's commitment not to seek funds from any future RTPA funding cycles to implement the "First Street Complete Streets Rehabilitation" project.

D. That should the CITY fail to complete the construction of the "First Street Complete Streets Rehabilitation" by the stated date in Section B above, RTPA will de-program $310,000 from a project belonging to the CITY. RTPA and the CITY will try to agree on the project where these funds will be removed, but if an agreement cannot be reached, RTPA staff will de-program the $310,000 from any CITY's already programmed project(s). The CITY is aware that it could choose a different option by providing RTPA with the $310,000 in cash.

E. The CITY and RTPA will notify each other in writing should either require any revision to this agreement.

Sincerely,

____

Local Agency

Approved by:

____

RTPA Executive Director

Attachment D

Sample Letter Agreement – Loaning Federal Funds to Local Agency

Dear RTPA Executive Director:

The CITY acknowledges that the RTPA has agreed to provide advance funding to the CITY in the amount of forty thousand ($40,000) for preliminary engineering to install a new traffic signal on State Route 99 at Elm Street.

The CITY agrees to pay these funds back to RTPA from Local Funds according to the following repayment schedule: twenty thousand ($20,000) dollars a year by the 30th of June for the two (2) successive years after the year RTPA advances the subject funds to the CITY.

CITY is aware that the funds offered by RTPA do not represent "new money" and the available funds must themselves by repaid by RTPA either to other agencies with the RTPA region or to other regional agencies from which funds were borrowed. We understand that advancing the funds now represents a unique opportunity to get an important project funded early at a zero percent interest rate and for that reason we are making this request and promise to repay the full amount of the borrowed funds according to the schedule previously referenced. We attest that the project meets the stipulations below:

1. The project is air quality exempt.
2. Is federally eligible.
3. Is deliverable: Guaranteed submittal of Complete Request for Authorization to Caltrans by July 1st.

Sincerely,	Approved by:
	___________________
Local Agency	RTPA Executive Director

Attachment E

Date: January 24, 2001
W.I.: 51.2.10
Referred by: P&AC

Policy for Allowing Exchanges for Projects Programmed
With Regional Discretionary Funds

General Policy

This policy allows counties, at the time of programming, to direct their share of regional discretionary dollars to projects that have already met state and federal requirements and retain local dollars for transportation projects that would be proportionately more costly to deliver with federal or state funds. The 'fund exchange' policy outlined below expands the flexibility for using regional discretionary funds and preserves regional transportation investment goals. This exchange policy does not apply to exchanges coordinated without the use of MTC's regional discretionary funds.

Specific Policy Provisions

As used below, "exchange projects" refer to the projects funded with local dollars and "substitute projects" refer to the projects funded with federal or state funds.

Requirements for "exchange projects:"

- All exchange projects should be consistent with the programming policy of the original MTC funding source. For example, if the funding was intended to fund local road maintenance, the local exchange projects should meet the same transportation investment goal.
- Project delivery objectives should also be preserved. Because the regional policies are based on obligation deadlines – which does not have a local fund counterpart – MTC will require that counties report on contract award. This information would be advisory unless MTC staff finds that awards are lagging significantly.
- MTC must review and approve either the list of specific exchange projects or the categories of projects to be funded from an exchange program (such as transit rehabilitation or local road rehabilitation in a certain geographic area) depending on the nature of the regional discretionary program.

Requirements for "substitute projects:"

- All substitute projects must be consistent with the Regional Transportation Plan (RTP).
- All substitute projects must adhere to the project delivery requirements associated with the funds programmed.

In order to compare regional investments against the goals of the RTP, MTC staff will also enter exchange projects into a funding database. Therefore, counties and sponsors making use of this fund exchange program will be asked to provide certain project information. In some cases, projects will be amended into the Transportation Improvement Program (TIP). However, if a project is not regionally significant, MTC staff will not necessarily amend it into the TIP.

Attachment F

2012 SUMMARY OF STIP COUNTY SHARES

Does Not Include ITIP Interregional Share Funding (See Separate Listing)
($1,000's)

Total County Share, June 30, 2011 (from 2011 Report)	12,545
Adjustment for 2009-10 and 2010-11 lapses	28
Less 2010-11 Allocations and closed projects	(2,294)
Less Projects Lapsed, July 1, 2011-June 30, 2012	(26)
2012 STIP Fund Estimate Formula Distribution	1,983
Total County Share, June 30, 2012	12,236

Modoc

								Project Totals by Fiscal Year							Project Totals by Component				
Agency	Rte	PPNO	Project	Ext	Del.	Voted	Total	Prior	12-13	13-14	14-15	15-16	16-17	R/W	Const	E & P	PS&E	R/W Sup	Con Sup
Highway Projects:																			
Alturas	loc	2197	8th St, rehab (10S-014)		Jun-11	Aug-11	14	14	0	0	0	0	0	0	0	14	0	0	0
Modoc CTC		2051	Planning, programming, and monitoring			Apr-12	130	130	0	0	0	0	0	0	130	0	0	0	0
Caltrans	139	3383	Perez Inspection Station, install CCTV and RWIS				375	208	0	167	0	0	0	2	167	65	96	45	0
Caltrans	299	3368	Mill St-Rt299/Rt395 IC, turn lanes & shoulders, non-TE				3,244	434	153	2,657	0	0	0	11	2,330	206	281	89	327
Caltrans	299	3382	Signage for advisory radio, Canby				515	112	88	315	0	0	0	2	235	38	135	25	80
Modoc Co	loc	2481	CR 54 realignment (HR3 match)(10S-014)(ext 5-12)	Feb-14			90	90	0	0	0	0	0	0	90	0	0	0	0
Alturas	loc	2508	Alturas, various locations, rehab				360	0	0	0	0	0	360	0	350	1	9	0	0
Modoc Co	loc	3269	CR 1, Cedarville-Fort Bidwell, rehab				4,623	0	80	50	4,493	0	0	0	4,493	80	50	0	0
Modoc CTC		2051	Planning, programming, and monitoring				252	0	63	60	30	30	69	0	252	0	0	0	0
			Subtotal, Highway Projects				9,603	988	384	3,249	4,523	30	429	15	8,047	404	571	159	407
Rail and Transit Projects:																			
Modoc TA	bus	2449	Transportation center (10S-057)			Aug-11	327	327	0	0	0	0	0	327	0	0	0	0	0
Modoc CTC	bus	2449	Transportation center (CON)				439	0	439	0	0	0	0	0	439	0	0	0	0
			Subtotal, Rail & Transit Projects				766	327	439	0	0	0	0	327	439	0	0	0	0
Transportation Enhancement (TE) Projects:																			
Caltrans	te	3368	Rt 299, Mill St-Rt395 IC, bike/ped lanes, TE				1,052	0	113	939	0	0	0	9	810	0	81	23	129
Plumas CTC	res	2437	Plumas Co. TE reserve (10S-028)				30	0	30	0	0	0	0	0	30	0	0	0	0
Trinity CTC	res	2437	Trinity Co. TE reserve (10S-028)				19	0	0	0	19	0	0	0	19	0	0	0	0
Modoc CTC	res	2437	TE reserve (10S-057)				758	0	206	0	552	0	0	0	758	0	0	0	0
			Subtotal TE Projects				1,859	0	349	939	571	0	0	9	1,617	0	81	23	129
	Total Programmed or Voted since July 1, 2011						12,228												

Balance of STIP County Share, Modoc	
Total County Share, June 30, 2012	12,236
Total Now Programmed or Voted Since July 1, 2011	12,228
Unprogrammed Share Balance	8
Share Balance Advanced or Overdrawn	0

Attachment G

4. DLA provides the MPOs/RTPAs flexibility in borrowing or loaning apportionments and OA from other MPOs/RTPAs, provided that the affected MPOs/RTPAs notify DLA of the agreement. These agreements can be in the form of a letter signed by the Executive Directors of the Regions involved. The agreements should include details such as fund types and payback schedules. Draft agreements should be reviewed by DLA.

   Agreements will result in transfers of apportionments and OA. Regions will be fully responsible for meeting delivery deadlines and requirements. Regions electing to enter into agreements will be responsible for amending their respective FTIPs if and when needed.
5. By February 28 of each year, DLA will request MPOs/RTPAs to submit their Obligation plan for the remainder of the FFY. The Obligation plan must contain a list of projects that are expected to be obligated before the end of the FFY. Obligation plans are due to Caltrans by April 1 of each year. Obligation plans shall reflect any agreements to loan or borrow OA.
6. When an MPO/RTPA exhausts its adjusted fair share of OA, the DLAE will ask local agencies from that region if they want to obligate the project under Local Advance Construction (AC), or if they have arranged to borrow OA from another MPO/RTPA. (see Chapter 3, "Project Authorization," of the Local Assistance Procedures Manual [LAPM]).
7. When MPO/RTPA regional adjusted fair share of OA is exhausted, and the MPO/RTPA and local agencies in the region have not agreed to use AC, the DLAE will place all local agency Requests for Authorization (RFA) (in that MPO's/RTPA's region) on hold until May 1 of that FFY.
8. On May 1 of each year, DLA will transfer all unobligated Local OA, including statewide OA (bridge and safety programs), into a statewide Local OA pool. DLA will first convert all Local AC projects and then obligate projects on hold on a first-come first-served basis until the OA is exhausted or until all projects are obligated. Any remaining Local OA will be used to obligate RFAs on a first-come first-served basis until all local OA is used or through August 15th. DLA will accept RFAs only through August 15th so that the obligation can happen prior to the close of FFY.
9. On July 30 of each year, DLA will provide the Federal Resources Office, Caltrans (FRO) with a list of Local AC projects (if any), a list of projects that are still on hold (if any), and a list of additional projects to be obligated (from the obligation plans).
10. In August of each year, FHWA redistributes OA from states that are not able to use all of their OA to states that (1) have used their OA or (2) can show that they will use all their OA by September 30 and demonstrate a need and ability to use additional OA. This process is called "August Redistribution".
11. FRO will request additional OA from FHWA on or around August 1 based on a statewide list of projects in need of OA including the updated list from paragraph 9.
12. If FHWA provides any additional OA from the August redistribution a pro rata share will be provided for local projects after consultation with FRO.
13. DLA will add this additional OA to the "statewide Local OA pool" and use it in accordance with paragraph 8 above.
14. On the Caltrans deadline estimated at August 25th, if there is any Local OA remaining, FRO will use the OA to fund alternate projects, in accordance with the provisions in California Streets and Highways Code Sections 182.6(f) and 182.7(e). This is necessary since OA is only available for one FFY and if not used will be lost to California. This local OA and possibly apportionments will be used from the Regions that have not delivered their "adjusted fair share" of OA.

Attachment H

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
TOLL CREDIT USE POLICY**

Background:
Section 1111(c) of the Transportation Equity Act for the 21st Century (TEA21), 23 U.S.C., Section 1044 of ISTEA under Section 120(j), and 23 U.S.C., Section 1508 of MAP-21 under Section 120(i) allows states to use certain toll revenue expenditures as a credit toward the non-federal matching share of programs authorized by Title 23 (except for the emergency relief programs) and for transit programs authorized by Chapter 53 of Title 49.

During Fiscal Year (FY) 1992 through FY 2006, California has collected approximately $18.2 billion in toll receipts, of which over $7.1 billion was invested to build and/or improve public highway facilities. Based on federal statutes, the State applied for approximately $5.7 billion in toll credits from investments during this time period. Now approved, these toll credits do not lapse until used by the state.

Effective Date and Duration:
These guidelines apply permanently to the $5.7 billion, which was conditionally approved by the FHWA for the State of California[1] along with any future toll credits which are received based on Caltrans maintenance of effort in conjunction with local toll collection and will remain in effect until rescinded or modified.

Guiding Principles for use of Toll Credits:
- Compliance with state and federal statutes,
- Maximize the use of federal funds,
- Toll credits should not result in the redirection of non-federal funds away from transportation.

Constraints/requirements:
- Use of toll credits does not generate additional federal funding and is limited to the non-federal match required for Apportionments and Obligational Authority (OA) available in any given year.
- All projects proposed to use toll-credits should be fully funded at the maximum allowable federal reimbursement rate.
- Use of toll credits will require amendments to current programming documents.
- FTIPs still need to be financially constrained.
- Toll credits may not be applied to projects funded with FHWA Emergency Relief funds or Appalachian Development Highway System (ADHS).
- The State must establish a special account to track toll credits.
- Processes for the tracking of toll credit usage must be established.

[1] On June 1, 2005, the Department received approval from FHWA for $104.026 million in toll credits from private entity expenditures on State Route 91. This $104.026 million will be kept separate for use within Orange County.

Attachment H

Distribution Process:

1. Toll credits will be made available statewide to the RTPAs and to the Department of Transportation for federal match to any eligible federal program. Local agencies may match the Highway Bridge Program for on federal-aid system projects, and local safety projects with any other type of federal funding, including the use of STIP shares, for which the project is eligible.
   a. RTPAs will provide the Department with an estimate of the total need for toll credits for the FTIP period by programming year.
   b. In order for the State to implement the usage of toll credits statewide, the RTPA must submit to the Department on or before October 1 of each federal fiscal year, a list of programmed FTIP projects that are planned to use the credits for the upcoming federal fiscal year (starting October 1).
2. Periodically, the policy will be re-evaluated and if necessary changes will be made to the methodology and process for the disbursement of toll credits to take effect in the federal fiscal year subsequent to adoption.
3. Further direction regarding toll credit policy for Planning and Federal Transit Administration can be found at:
   http://www.dot.ca.gov/hq/tpp/offices/orip/owp/index_files/Final_2011_RPH.pdf
   http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5311/transittollcreditsrev012611.pdf

Monitoring and Reporting of Toll Credit Usage and Balance

In accordance to the FHWA February 8, 2007, Memorandum on Tolling and Pricing Program, Caltrans will establish and maintain a special account to track the use and balance of toll credits for FHWA funded projects.

As a pre-condition for utilizing toll credits on FTA funded projects, RTPAs and local agencies shall develop and maintain a special account to track the use and balance of toll credits acceptable to FTA and FHWA. The obligations of funds through FTA constitute final use of toll credits as FTA funds are not de-obligated but are amended through the FTA.

Attachment I

Local Advanced Construction Example

Situation: An agency receives $30M in RSTP per year. It is also planning on beginning three projects, worth $90M total. The agency can choose to obligate $30M in RSTP for each project, over three years, with the start dates staggered. Or, the agency can seek authorization for all three projects using AC and have all three projects begin in year 1.

	Revenue Source	Total	FY 2014	FY 2015	FY 2016	Notes
Project A	RSTP	$10,000	$10,000			Cash flow projected to be $10M
	RSTP-AC	$20,000		$10,000	$10,000	each year.
	Local Funds	$0	$20,000	($10,000)	($10,000)	
	Total	$30,000	$30,000	$0	$0	
Project B	RSTP	$5,000	$5,000			Cash flow projected to start
	RSTP-AC	$25,000		$15,000	$10,000	slow, speed up, slow down.
	Local Funds	$0	$25,000	($15,000)	($10,000)	
	Total	$30,000	$30,000	$0	$0	
Project C	RSTP	$15,000	$15,000			Cash flow with high initial
	RSTP-AC	$15,000		$5,000	$10,000	start up.
	Local Funds	$0	$15,000	($5,000)	($10,000)	
	Total	$30,000	$30,000	$0	$0	
		Total				
Program	RSTP	$30,000	$30,000	$0	$0	
	RSTP-AC	$60,000	$0	$30,000	$30,000	
	Local Funds	$0	$60,000	($30,000)	($30,000)	
	Total	$90,000	$90,000	$0	$0	

Pros:
1. Three projects can begin simultaneously, no need to wait for all funds to be available.
2. If during FY 2014 one of the three projects is delayed, two other projects can absorb its RSTP.
3. If during project implementation a project is delayed, other projects can absorb its RSTP.

Cons:
1. It requires commitment of local funds to pay for advance work. If, however, the cash flow is timed to work with availability and conversion of fed funds, local funds will not be required.
2. Programming local funds, even if not intended to be spent, could tie up local funds. If, however, the local funds are sales tax bond proceeds or commercial paper proceeds, timing of bond issuance or CP draw can be timed and managed with availability and conversion of fed funds.

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

2011 Federal Transportation Improvement Progra

Ventura County
Local Highway
Including Amendments 1-15, 17-26, and 28-29
(In $000's)

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
VEN110308	Ventura	SCCAB		REG0703	NCRH1				L	TCM	28
Description:							PTC	7,783	Agency	THOUSAND OAKS	

ERBES ROAD FROM FALMOUTH TO THOUSAND OAKS BLVD (3900"") CONSTRUCT CLASS II BIKE LANES, SIDEWALK/DRAINAGE IMPROVEMENTS, EXTEND TURN LANES AT INTERSECTION OF ERBES/HILLCREST

Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
CMAQ			4,200	4,200					4,200			4,200
CITY FUNDS	900	150	2,204	3,254		900		150	2,204			3,254
SAFE ROUTES TO SCHOOL (SR2S)			329	329					329			329
VEN110308 Total	900	150	6,733	7,783		900		150	6,733			7,783

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
VEN54032	Ventura	SCCAB		VEN54032	NCR31				L	EXEMPT - 93.126	19
Description:							PTC	34,427	Agency	VARIOUS AGENCIES	

GROUPED PROJECTS FOR PAVEMNT RESURFACING AND/OR REHABILITATION - LOCAL STREETS & ROADS Scope: Projects are consistent with 40 CFR Part 93.126 Exempt Tables 2 categories - Pavement resurfacing and/or rehabilitation, Emergency relief (23 U.S.C. 125), Widening narrow pavements or reconstructing bridges (no add trav lanes) Toll Cred for CON FY11=$578, FY 12=$80.

Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
ARRA - REGIONAL SURFACE TRANSPORTATION PROGRAM			14,816	14,816	14,816							14,816
STP LOCAL			18,236	18,236		5,038	1,334	2,624	9,240			18,236
CITY FUNDS			1,375	1,375			83	340	952			1,375
VEN54032 Total			34,427	34,427	14,816	5,038	1,417	2,964	10,192			34,427

Attachment J

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
VENLS07	Ventura	SCCAB		VENLS07	NCR36				L	EXEMPT - 93.126	19
Description:							PTC	6,742	Agency	VARIOUS AGENCIES	

GROUPED PROJECTS FOR BRIDGE REHABILITATION AND RECONSTRUCTION - HBP PROGRAM Scope: Projects are consistent with 40 CFR Part 93.126 Exempt Tables 2 categories - Widening narrow pavements or reconstructing bridges (no additional travel lanes)

Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
BRIDGE - LOCAL			5,986	5,986	296	2,875	177			2,638		5,986
COUNTY			756	756	38	353	23			342		756
VENLS07 Total			6,742	6,742	334	3,228	200			2,980		6,742

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
VEN011202	Ventura	SCCAB		VEN011202	CAY63				L	NON-EXEMPT	0
Description:							PTC	6,953	Agency	VENTURA COUNTY	

HUENEME RD FROM OXNARD CITY LIMITS TO RICE RD - WIDEN FROM 2 TO 4 LANES

Fund	ENG	R/W	CON	Total	Prior	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total
PRIVATE FUNDS	250	300	6,403	6,953						250	6,703	6,953
VEN011202 Total	250	300	6,403	6,953						250	6,703	6,953

12-19-11

Attachment J

VEN54032

GROUPED PROJECT LISTING

REHABILITATION & RECONSTRUCTION PROJECTS

AGENCY	Project Title	Project Description	Total Project Cost	STPL	CITY	Program Year	Toll Credit
Camarillo	Camarillo Pavement Rehabilitation Project	Pavement Rehabilitation at Various Locations in Camarillo	$ 1,097,000	$ 1,097,000	$ -	2010/11	$ 126,000
Oxnard	Oxnard Pavement Rehabilitation Project	Pavement Rehabilitation at Various Locations in Oxnard	$ 3,941,000	$ 3,941,000	$ -	2010/11	$ 452,000
Port Hueneme	Street Rehabilitation	Pavement Rehabilitation at Various Locations in Port Hueneme	$ 418,000	$ 370,000	$ 48,000	2011/12	$ -
Fillmore	Various Street Overlay	Pavement Rehabilitation at Various Locations in Fillmore	$ 302,000	$ 267,000	$ 35,000	2011/12	$ -
Simi Valley	Major Street Rehabilitation	Pavement Rehabilitation at Various Locations in Simi Valley	$ 697,000	$ 697,000	$ -	2011/12	$ 80,000
Simi Valley	Major Street Rehabilitation	Pavement Rehabilitation at Various Locations in Simi Valley	$ 4,100,000	$ 3,630,000	$ 470,000	2013/14	
Ojai	Road Rehabilitation Project	Pavement Rehabilitation at Various Locations in Ojai	$ 400,000	$ 354,000	$ 46,000	2012/13	
Moorpark	Moorpark Pavement Rehabilitation Project	Pavement Rehabilitation at Various Locations in Moorpark	$ 720,000	$ 637,000	$ 83,000	2013/14	
Oxnard	Del Norte Blvd.	Pavement Rehabilitation	$ 1,530,382	$1,354,388	$ 175,994	2013/14	
Oxnard	Rose Ave Resurfacing	Pavement Rehabilitation	$ 2,442,000	$ 2,162,000	$ 280,000	2012/13	
Oxnard	Fifth Street Resurfacing	Pavement Rehabilitation	$ 1,200,000	$ 1,062,360	$ 137,640	2013/14	
Camarillo	Camarillo Pavement Rehabilitation Project	Pavement Rehabilitation at Various Locations in Camarillo	$ 565,000	$ 500,000	$ 65,000	2013/14	
County	Kanan Rd	Pavement Rehabilitation	$ 1,080,000	$ 648,000	$ 432,000	2013/14	
County	Etting Rd	Pavement Rehabilitation	$ 600,000	$ 360,000	$ 240,000	2013/14	
County	Hueneme Rd	Pavement Rehabilitation	$ 1,330,000	$ 800,000	$ 530,000	2013/14	
County	Pavement Rehabilitation On System Roads	Pavement Rehabilitation at Various Locations in County Unincorporated Area	$ 120,420	$ 108,000	$ 12,420	2012/13	
County	Pavement Rehabilitation On System Roads	Pavement Rehabilitation at Various Locations in County Unincorporated Area	$ 276,801	$ 248,252	$ 28,549	2013/14	$ -
Total			$ 20,819,603	$ 18,236,000	$ 2,583,603	$ 20,819,603	$ 658,000

$ 18,236,000

4.3. ADDITIVE ALTERNATES

4.3.1. Description

Additive Alternates, also known as Additive Bidding, is a bidding technique that may be used when it is necessary to keep the contract amount within a budget limit and let the industry compete on the largest scope that fits within the budget. With this procedure, the Department will include most of the project scope in base-bid items, while also specifying additive alternates that may be selected if the base-plus-alternates price is within a defined target cost or budget. The bid documents should specify the priority in which the additive alternates will be considered. The contract is awarded to the lowest responsive bidder that is within budget, considering the sum of the base bid and additive alternates in the priority specified.

The Department must limit its use of additive items to a maximum of 10% of the total contract amount. However, even with this limitation, Additive Alternates can provide the Department with an option that ensures project awards with optimum scopes of work.

4.3.2. Benefits

Promote competition, maximize or enhance the work within a defined budget, and minimize work (cost) added through the change order process.

4.3.3. When Used

These provisions may be useful for the following circumstances:

- To maximize the scope for projects within limited or tight budgets.
- If there is some uncertainty regarding the cost of the project and features can be incrementally scoped to maximize use of available funds.
- If the project scope can be tailored to include add-ons in priority of importance.
- To obtain the best options for the available funds where substitutions are specified that improve quality or performance within the defined budget.

4.3.4. Related Provisions

Pilot Program Decision Document, Public Contract Code Section 10126

4.3.5. Project Development /Procurement Considerations

- The decision to use this type of procurement method should be made early enough in the design process to allow for the development of additional items with the associated quantities, plans, specifications and details. Each additive package must be developed and placed separately within the Engineers estimate. Deciding to resort to this method too late may result in additional design costs and undesirable delays.
- The summary sheets should clearly distinguish between the base work items with associated quantities and the items and quantities associated with each additive package. There should be unique items for each segment. Each additive segment should include an item for general work requirements such as traffic control, mobilization, erosion control, etc. The Department is currently limited to a single lump sum item in its estimating and bidding software so a workaround would be needed to address this limitation.
- The base package must fulfill the basic purpose and need for the project.

- This procurement method requires that the Department publish in the specifications (special provisions) the amount of money that the Department has budgeted for the construction contract. (Note: the Department provides a call-out number on all projects) The construction budget is the amount available for contracting after all design, utility, right-of-way, construction engineering, incentives, and contingency costs have been deducted from the project budgeted amount.
- The intent is to design a project scope that is well within the project budget while providing for additional desired work items to be awarded if the budget allows. The number of additive packages should be reasonably limited to no more than three. The dollar value of each additive segment should be small enough to increase the likelihood of including one or more of the additives in the award.
- To avoid subjectivity in the evaluation of bids, the additive alternate special provision will clearly specify the bidding procedure and the basis for contract award.
- The proposal form will list which sections are the Base Set of Items that shall be bid. It will also list the sections which contain one (or more) added Options that may be bid (e.g. a bidder must bid the Base Set of Items and the Added Options to be considered responsive). The Added Options will be listed in order of preference and will be added by priority to the Base Set of Items if the sum of the bids does not exceed the Contract Award Limit. The added Options will only be considered by their alpha priority.
- The first basis for award is the bidder submitting a bid with the most Added Options (in order of preference) not exceeding the Contract Award Limit. If more than one bidder submits a bid under the Contract Award Limit for the same number of Added Options, the bidder with the lowest total bid for the Base Set of Items and those Added Options will be the bidder considered for award.
- If all bids exceed the Contract Award Limit, then the bidder with the lowest bid for the Base Set of Items will be considered for award. The Contracting Authority may award a contract to the bidder with the lowest bid for the Base Set that exceeds the Contract Award Limit. The Contracting Authority will not award a contract for a bid with Added Options exceeding the Contract Award Limit.
- The Department objective is to award the maximum amount of work (base and options) within the budget. The Department will not seek additional funding beyond the identified amount if the additional funding changes the apparent low bidder.
- The contract should clearly identify the contract time for the base work and the additional time allocated for each additive segment. The actual contract time is determined by adding the base time to each additive segment time included in the contract.
- If considering the use of cost-plus-time or lane rental provisions with additive alternates, the contractor may be required to bid a separate time or lane rental component for each additional segment. The determination of contract time would include the base bid plus the selected alternates. This could result in a somewhat complicated bid analysis if there are multiple alternates and the cost of time is factored into the award decision.

4.3.6. Sample Provisions

Iowa DOT - 01085.06 Example

The Contracting Authority desires to maximize the $2,000,000 that it has available for this project. The proposal form has defined a Base Set of Items, Added Option A, Added Option B, Added Option C, and designated $2,000,000 as Contract Award Limit.

Bidder	$ Bid on Base Set of Items	$ Bid on Added Option A	$ Bid on Added Option B	$ Bid on Added Option C
AAAA	$1,500,000	$300,000	$150,000	$300,000
BBBB	$1,600,000	$250,000	$ 50,000	$300,000
CCCC	$1,700,000	$200,000	$ 80,000	$200,000
DDDD	$1,800,000	$150,000	$150,000	$ 50,000

The first basis for award is the bidder submitting a bid with the most Added Options (in order of preference) not exceeding the Contract Award Limit ($2,000,000). Bidders AAAA, BBBB, and CCCC submitted bids for the Base Set of Items and Options A and B which do not exceed $2,000,000. Bidder DDDD will not be further considered because they submitted a bid where the Base Set of Items and only Option A is less than $2,000,000 (i.e. Bidder DDDD submitted a bid with fewer options not exceeding the Contract Award Limit).

The next basis for award is the lowest bid submitted (not exceeding the Contract Award Limit) with the Base Set of Items and the same Added Options. In this example, Bidder BBBB's bid of $1,900,000 for the Base Set of Items with Options A and B is the low bid. Bidder AAAA's bid for the Base Set of Items and Options A and B is $1,950,000. Bidder CCCC's bid for the Base Set of Items and Options A and B is $1,980,000.

It makes no difference that:

Bidder AAAA is the low bidder on only the Base Set of Items (because options could be added to the contract that would not exceed the Contract Award Limit).

Bidder CCCC is the low bidder on the Base Set of Items and Option A (because Option B could be added to the contract and not exceed the Contract Award Limit).

Bidder DDDD is the low bidder on the Base Set of Items and all Added Options (because Bidder DDDD's bid would exceed the Contract Award Limit).

Utah DOT - SPECIAL PROVISION

PROJECT # SECTION 00515M

AWARD AND EXECUTION OF CONTRACTS

Add the following to Section 00515, Part 1, Article 1.3:

1.3 AWARD OF CONTRACT

E. The Department has a budget of $XXXXXX for this project and shall award the maximum amount of work within that budget.

1. Work is divided into segments for bidding purposes.

a. The segments consist of:

1) Base bid (bid items 1-xx)

2) Additive #1 (bid items xx-xx)

3) Additive #2 (bid items #xx-xx)

2. Provide prices for all bid items.

3. Any bid submitted without prices for each item will be considered non responsive.

F. In the event that all bids for the base and all Additives are greater than available project funds the segments are evaluated in the following order:

1. Base

2. Additive #1

3. Additive #2

G. The low bid is the one that includes the base work plus the most Additives for a cost that is less than or equal to the project budget.

1. In the event that multiple contractors propose to accomplish the same amount of work for a cost that is less than the project funding, the low bid is the bid with the lowest overall cost for proposed work.

2. The table below provides an example of the determination of low bid. Assume that the amount of available funds is **$2,200,000.**

Contractor	Base bid	Additive #1	Additive #2	Total
A	$2,000,000	$ 300,000	$ 180,000	$ 2,480,000
B	$1,900,000	$ 200,000	$ 210,000	$ 2,310,000
C	$1,800,000	$ 320,000	$ 120,000	$ 2,240,000

Award and Execution of Contracts 00515 – Page 2 of 2.

a. All total bids exceed the available funds so Additive #2 will be excluded from further computation.

b. Contractor A bid $2,000,000 for base plus $300,000 for Additive #1 for a total of $2,300,000.

c. Contractor B bid $1,900,000 for base plus $200,000 for Additive #1 for a total of $2,100,000.

d. Contractor C bid $1,800,000 for base plus $320,000 for Additive #1 for a total of $2,120,000.

e. In the example the contract would be awarded to Contractor B for base work plus Additive #1. The contract amount would be $2,100,000.

H. The Department may seek additional funding for the project.

1. The Department will not seek additional funding if the additive of work changes the determination of low bidder.

2. In the example above, additional funding would not be sought because adding funds to accommodate Additive #2 would result in a different low bid contractor.

Utah DOT - SPECIAL PROVISION

PROJECT # SECTION 00555M

PROSECUTION AND PROGRESS

Add the following to Section 00555, Part 1, Article 1.12:

G. Contract is determined by the adding the time for the base bid and all additives that are awarded as shown in the table below:

Base	Xx working days
Additive #1	Yy working days
Additive #2	Zz working days
Additive #3	z working days

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Project Listing

2013 FTIP (FY 2012/2013 - FY 2017/2018)
Local Highway, State Highway, Transit
SCAG Adopted w/Federal Approved Amendments
Cost in Thousands

ProjectID	County	Air Basin	Model	RTP ID	Program	Route	Begin	End	System	Conformity Category	Amendment
VEN110307	Ventura	SCCAB		5O0701	NCN46				L	EXEMPT - 93.126	0

Description: PTC 460 Agency CAMARILLO

PONDEROSA DRIVE FROM LANTANA TO 200' E OF CARMEN CONSTRUCT ENHANCED HARDSCAPE, LANDSCAPE, AND IRRIGATION - RIP-TE INCLUDES TOLL CREDIT OF $46 FOR CON

Fund	ENG	R/W	CON	Total	Prior	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	Total
CITY FUNDS	60			60	60							60
STP ENHANCE-RIP TEA			400	400				400				400
VEN110307 Total	60		400	460	60			400				460
Grand Total	60		400	460	60			400				460

Attachment L

will be revised by the Commission to provide this funding to T2035 core programs as designated in these Cycle 1 STP/CMAQ policies.

GENERAL PROGRAMMING POLICIES

1. **Public Involvement.** MTC is committed to a public involvement process that is proactive and provides comprehensive information, timely public notice, full public access to key decisions, and opportunities for continuing involvement. MTC provides many methods to fulfill this commitment, as outlined in the *MTC Public Participation Plan*, Resolution No. 3821. The Commission's adoption of the STP/CMAQ Cycle 1 program, including policy and procedures meet the provisions of the MTC *Public Participation Plan*. MTC's advisory committees and the Bay Area Partnership have been consulted in the development of funding commitments and policies for this program; and opportunities have been provided to other stakeholders and members to comment.

   Furthermore, investments made in the STP/CMAQ program must be consistent with federal Title VI requirements. Title VI prohibits discrimination on the basis of race, color, income, and national origin in programs and activities receiving federal financial assistance. Public outreach to and involvement of individuals in low income and minority communities covered under Title VI of the Civil Rights Act and the Executive Order pertaining to Environmental Justice is critical to both local and regional decisions. Additionally, when asked to select projects for funding at the county level, CMAs must consider equitable solicitation and selection of project candidates in accordance with federal Title VI requirements.

2. **2009 Transportation Improvement Program (TIP).** Projects approved as part of the Cycle 1 STP/CMAQ program must be amended into the 2009 TIP. The federally required TIP is a comprehensive listing of all San Francisco Bay Area transportation projects that receive federal funds, and/or are subject to a federally required action, such as federal environmental clearance, and/or are regionally significant for air quality conformity or modeling purposes.

3. **Minimum Grant Size.** STP/CMAQ grants per project cannot be programmed for less than $500,000 for counties with a population over 1 million (Alameda, Contra Costa, and Santa Clara counties) and $250,000 for counties with a population under 1 million (Marin, Napa, San Francisco, San Mateo, Solano, and Sonoma counties). CMAs may request exceptions through the strategic plan process, especially when balancing the objective of using the Local Streets and Roads distribution formula. The objective of this requirement is to minimize the number of federal-aid projects, which place administrative burdens on project sponsors, MTC, Caltrans, and Federal Highway Administration staff.

4. **Commission Approval of Programs and Projects.** Federal funds are not accessible to a project sponsor unless they are included or "programmed" in the Transportation Improvement Program (TIP). The following steps lead up to the final TIP programming action by the Commission, which constitutes the final approval of funding to a program or project:

   a) <u>Program Development</u> including the development of objectives, eligibility criteria, and program rules. With the exception of indivisible projects/programs where no subsequent project selection occurs, many programs will require the subsequent

Area Partnership have been consulted in the development of funding commitments and policies for this program; and opportunities to comment have been provided to other stakeholders and members of the public.

Furthermore, investments made in the Cycle 2 program must be consistent with federal Title VI requirements. Title VI prohibits discrimination on the basis of race, color, income, and national origin in programs and activities receiving federal financial assistance. Public outreach to and involvement of individuals in low income and minority communities covered under Title VI of the Civil Rights Act and the Executive Order pertaining to Environmental Justice is critical to both local and regional decisions. Additionally, when CMAs select projects for funding at the county level, they must consider equitable solicitation and selection of project candidates in accordance with federal Title VI requirements (as set forth in Appendix A-5).

2. **Commission Approval of Programs and Projects and the Transportation Improvement Program (TIP).** Projects approved as part of the Cycle 2 Program must be amended into the federal TIP. The federally required TIP is a comprehensive listing of all San Francisco Bay Area surface transportation projects that receive federal funds, and/or are subject to a federally required action, such as federal environmental clearance, and/or are regionally significant for air quality conformity or modeling purposes. It is the project sponsor's responsibility to ensure their project is properly programmed in the TIP in a timely manner. Where CMAs are responsible for project selection the Commission will revise the TIP to include the resulting projects and Attachment B to this Resolution may be amended by MTC staff to reflect these revisions. Where responsibility for project selection in the framework of a Cycle 2 funding program is assigned to MTC, TIP amendments and a revision to Attachment B will be reviewed and approved by the Commission.

3. **Minimum Grant Size.** The objective of a grant minimum requirement is to maximize the efficient use of federal funds and minimize the number of federal-aid projects which place administrative burdens on project sponsors, CMAs, MTC, Caltrans, and Federal Highway Administration (FHWA) staff. Funding grants per project must therefore be a minimum of $500,000 for counties with a population over 1 million (Alameda, Contra Costa, and Santa Clara counties) and $250,000 for counties with a population under one million (Marin, Napa, San Francisco, San Mateo, Solano, and Sonoma counties).

   To provide flexibility, alternatively an averaging approach may be used. A CMA may program grant amounts no less than $100,000 for any project, provided that the overall average of all grant amounts within their OBAG program meets the county minimum grant amount threshold.

   Given the typical smaller scale of projects for the Safe Routes to School (SRTS) program, a lower threshold applies to the regional Safe Routes to School Program projects which have a minimum grant size of $100,000.

4. **Air Quality Conformity.** In the Bay Area, it is the responsibility of MTC to make an air quality conformity determination for the TIP in accordance with federal Clean Air Act requirements and Environmental Protection Agency (EPA) conformity regulations. MTC evaluates the impact of the TIP on regional air quality during the biennial update of the TIP. Since the 2011 air quality conformity finding has been completed for the 2011 TIP, no non-exempt projects that were not incorporated in the finding will be considered for funding in the Cycle 2 Program until